IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

NEW ORLEANS EMPLOYEES' RETIREMENT SYSTEM, on behalf of itself and all other similarly situated shareholders of Celera Corporation, Plaintiff, v. RICHARD H. AYERS, JEAN-LUC BELINGARD, WILLIAM G. GREEN, PETER BARTON HUTT, GAIL K. NAUGHTON, KATHY ORDONEZ, WAYNE I. ROE, BENNETT M. SHAPIRO, CELERA CORPORATION, QUEST DIAGNOSTICS INCORPORATED, AND SPARK ACQUISITION CORPORATION, Defendants.	C.A. No. _____

VERIFIED CLASS ACTION COMPLAINT

Plaintiff, New Orleans Employees' Retirement System ("NOERS" or "Plaintiff"), on behalf of itself and all other similarly situated public shareholders of Celera Corporation (hereafter, "Celera" or the "Company"), brings the following Verified Class Action Complaint (the "Complaint") against the members of the board of directors of Celera (the "Celera Board" or "Board") for breaching their fiduciary duties, and against Quest Diagnostics Incorporated ("Quest") and Spark Acquisition Corporation ("Spark") for aiding and abetting the same. The allegations of the Complaint are based on the knowledge of Plaintiff as to itself, and on information and belief, including the

investigation of counsel and review of publicly available information as to all other matters.

INTRODUCTION

1. This is a case about a corporate board that chose to negotiate an all-cash sale of the company while operating under the same material conflict of interest that lay at the heart of the Delaware Supreme Court's ruling in *Revlon, Inc. v. MacAndrews & Forbes, Inc.*, 506 A.2d 173 (Del. 1986). Over the weeks leading to this action, the Celera Board faced a clear choice: disclose a material accounting fraud and risk liability that would flow from that disclosure, or negotiate a desperate and rushed sale of the company at whatever price a potential bidder would offer in order to insulate themselves from liability and secure their own financial well-being. In breach of their duty of loyalty, the Celera Board chose the latter.

2. On March 17, 2011, Celera entered into an Agreement and Plan of Merger (the "Merger Agreement") with Quest, whereby Quest will, less than a week from the deal's announcement, commence a tender offer (the "Tender Offer") to acquire all of the issued and outstanding shares of Celera common stock for $8.00 per share in cash (the "Proposed Transaction").

3. Concurrently, the Company shocked the market by filing a host of restatements to its prior Securities and Exchange Commission ("SEC") financial filings (the "Restatements"). These Restatements expose the fact that Celera's management has engaged in a wide-ranging accounting fraud over the past several years which included improperly classifying and reporting bad debt expenses and unreimbursed and

uncollectible charges. These fraudulent accounting practices materially affected Celera's financial statements. The Restatements are so expansive and damning that had they been disclosed independent of a merger announcement that propped up the stock price, they would have exposed the Company's senior management, as well as the entire Celera Board, to possible liability for violating the federal securities laws.

4. As the need for the Restatements became apparent, Kathy Ordonez ("Ordonez"), Celera's Chief Executive Officer ("CEO"), with the assistance of the rest of the Celera Board, moved quickly to sell the Company at any price in exchange for broad indemnity and continuing employment for Celera's senior management team.

5. To effectuate the scheme, Ordonez reached out to Celera's long-time strategic partner, Quest. Recognizing the bright future for clinical diagnostics and wanting to enter this market for several years, and upon learning of the Company's soon-to-be disclosed accounting issues, Quest jumped at the opportunity to exploit Ordonez's and the Celera Board's inability to negotiate at arms' length. Quest strategically used this leverage to negotiate a cheap transaction price and significant structural deal lockups, in exchange for liability protection and severance for Celera's officers and directors.

6. Instead of negotiating for the highest price reasonably available in this all-cash sale, the Celera Board – hamstrung by Celera's accounting problems and potential civil liability – focused their negotiations on broad indemnification. Pursuant to the Merger Agreement, Quest will indemnify and hold harmless, to the fullest extent permitted under applicable law, each present and former director, officer, employee and

agent of the Company and each Company subsidiary, for the unusually long period of ***six years from the date of closing***.

7. Moreover, the Proposed Transaction will help ensure that Celera's senior officers and Board members will receive a windfall by either receiving lucrative positions with Quest or substantial severance benefits. Indeed, without the Proposed Transaction, these officers and directors would be forced to deal with the Restatements' negative repercussions, including possible termination, lawsuits, and SEC-permitted claw-backs.

8. To ensure consummation of this liability-absolving transaction, the Celera Board also gave Quest a panoply of deal protections, including a no-shop provision (the "No-Shop"), unlimited matching rights (the "Matching Rights"), and a $23.45 million termination fee (the "Termination Fee"), which represents over 10% of the total value Quest is paying to acquire Celera's operations (i.e., net of cash and tax assets, both of which have a fixed and objective value and therefore should not be considered in assessing the reasonableness of the termination fee).

9. Celera and Quest structured the Proposed Transaction as a Tender Offer so that it can close within a month of the deal's announcement. This effectively eliminates the prospect of a competing bid because no interested suitor could arrange financing, present a "Superior Proposal" sufficient to allow the Celera Board to provide it with due diligence, wait through the three business day delay required by the Matching Rights, complete due diligence, fully digest the Company's accounting problems and the Restatements, and finalize the terms of an alternative takeover transaction within this compressed time period, especially in light of management and the Board's self-interest

in consummating the Proposed Transaction. To be sure the Proposed Transaction can be consummated by short-form merger on an expedited basis, the Board granted Quest a "Top-Up Option" that helps Defendants avoid the protracted process of a shareholder vote. Not only would the extended timeframe of a long-form merger increase third parties' ability to assemble and present a "Superior Proposal," it would also allow for shareholders to fully digest the windfall of information recently disclosed and possibly vote down the Proposed Transaction.

10. While the Celera Board secured its own safe haven in the Proposed Transaction, the Board utterly failed to advance the interests of Celera's stockholders. Currently, Celera is trading well above the price offered in the Proposed Transaction, providing strong evidence that the Celera Board failed to maximize value for the Class in this all-cash sale.

11. This action seeks to hold the Celera Board accountable for abandoning its obligation to act in the best interest of the Company's stockholders. The Proposed Transaction, its timing, and its terms represent a transparent and disloyal effort by the Celera Board to escape personal liability at the expense of Celera's public shareholders.

THE PARTIES

12. Plaintiff NOERS is a shareholder of Celera and has owned shares of Celera common stock throughout the relevant time period.

13. Defendant Celera is a healthcare business focusing on the integration of genetic testing into routine clinical care through a combination of products and services incorporating proprietary discoveries. Berkeley HeartLab, a subsidiary of Celera, offers

services to predict cardiovascular disease risk and improve patient management. Celera also commercializes a wide range of molecular diagnostic products through Abbott Laboratories and has licensed other relevant diagnostic technologies developed to provide personalized disease management in cancer. Celera is incorporated under the laws of the State of Delaware, with headquarters located at 1401 Harbor Bay Parkway, Alameda, California 94502. Celera is publicly traded on the NASDAQ under the ticker symbol "CRA."

14. Defendant Richard H. Ayers ("Ayers") has served as a member of the Celera Board since February 2008 and was a director of Applied Biosystems, Inc. (formerly Applera Corporation and hereinafter referred to as "Applied Biosystems") from 1988 until 2008.

15. Defendant Jean-Luc Belingard ("Belingard") has served as a member of the Celera Board since February 2008 and was a director of Applied Biosystems from 1993 until June 2008.

16. Defendant William G. Green ("Green") has served as a member of the Celera Board since July 2008.

17. Defendant Peter Barton Hutt ("Hutt") has served as a member of the Celera Board since August 2008.

18. Defendant Gail K. Naughton ("Naughton") has served as a member of the Celera Board since July 2008.

19. Defendant Ordonez has served as Celera's CEO and a member of the Board since February 2008. Ordonez joined Applied Biosystems in December 2000, and

held various positions, including President of Celera Diagnostics LLC, prior to being named to her current position.

20. Defendant Wayne I. Roe ("Roe") has served as a member of the Celera Board since December 2008.

21. Defendant Bennett M. Shapiro ("Shapiro") has served as a member of the Celera Board since May 2008.

22. The defendants listed in paragraphs 14 through 21 above are collectively referred to herein as the "Individual Defendants."

23. Defendant Quest is a leading provider of diagnostic testing, information and services that patients and doctors need to make better healthcare decisions. The company offers the broadest access to diagnostic testing services through its network of laboratories and patient service centers, and provides interpretive consultation through its extensive medical and scientific staff. Quest is a pioneer in developing innovative diagnostic tests and advanced healthcare information technology solutions that help improve patient care.

24. Defendant Spark is a Delaware corporation and a wholly-owned subsidiary of Quest created for the purpose of consummating the Proposed Transaction.

SUBSTANTIVE ALLEGATIONS

I. Background Of The Company

25. Celera was founded in 1998 with the mission to sequence the human genome and provide clients with early access to the resulting data. Using state-of-the art sequencing technology supplied by Applied Biosystems and sophisticated internally-

developed information and algorithms, Celera pioneered the application of "shotgun" sequencing.

26. Celera went on to build a successful database business, providing custom search tools and software that enabled dozens of pharmaceutical companies and hundreds of academic, government, and biotech clients to use its findings in biological research. While the Celera database business ultimately became profitable, it was clear by 2000 that this was not a sustainable business model, as the parallel publicly funded effort caught up and provided free access to genome sequences.

27. In June 2000, Celera announced completion of its first draft of the human genome. In 2001, Celera completed its first assembly of the mouse genome.

28. In 2002, Celera and Quest entered a joint venture (the "Joint Venture") in which the companies would collaborate to identify genetic markers associated with cardiovascular disease and diabetes. The Joint Venture provided Quest with exclusive access to markers found to have clinical utility and established Celera as a preferred vendor to Quest for certain molecular diagnostic products.

29. In 2004, Celera announced the formation of a strategic collaboration with Abbott Laboratories to discover, develop, and commercialize therapies for the treatment of cancer. The collaboration encompasses the development of therapeutic antibodies and small molecule drugs.

30. In January 2006, Celera announced its intent to partner its small molecule drug programs and acquired full rights to Celera Diagnostics, which had previously been run as a joint venture with Applied Biosystems.

31. In 2008, parent company Applera split Celera and Applied Biosystems into separate firms, and Celera began trading under its own ticker symbol on the NASDAQ.

II. The Proposed Transaction

32. Beginning in 2008, Celera engaged in fraudulent accounting practices to artificially boost the Company's revenues, exposing Celera and its officers and directors to potential securities fraud liability.

33. Under the fraudulent scheme, the Company improperly included certain bad debt expenses as a component of selling, general, and administrative expenses instead of reflecting the bad debt expenses as a reduction of revenues. The errors in classification resulted in a significant overstatement of Celera's consolidated revenues and of selling, general, and administrative expenses. Additionally, the Company recorded certain uncollectible Berkeley HeartLab receivables in the second quarter of 2009, when the charges actually related to prior periods.

34. By mid-2010, management's fraudulent accounting practices were becoming increasingly difficult to conceal from the market. Defendant Ordonez, Celera's CEO, with the assistance and/or blind acquiescence of the Celera Board, embarked upon a mission to sell the Company at any price in exchange for: (a) six years of broad indemnification covering the real risk of liability stemming from years of fraudulent accounting practices; and (b) continuing employment for Ordonez and several of the Company's most senior executives.

35. To effectuate this scheme, Ordonez reached out to Celera's long-time strategic partner Quest for a possible merger transaction. Recognizing the bright future for clinical diagnostics and having attempted to enter the highly lucrative field of genetic testing for several years, Quest, the $9 billion giant, eagerly agreed to explore pursuing an acquisition of Celera.

36. On March 17, 2011, Celera and Quest entered into the Merger Agreement, providing Celera shareholders with $8 per share in cash – an inadequate 28% premium to the Company's closing stock price on the day immediately preceding the announcement of the Proposed Transaction, which premium was quickly vanquished by the market upon news of the Proposed Transaction.

37. Instead of attempting to negotiate to obtain the highest possible price for Celera's shareholders, Ordonez and the rest of the Board obtained for themselves and the Company's officers extremely broad indemnification for acts committed while serving in such capacities. Sections 6.8(b) and (c) provides:

> (b) From and after the Effective Time, Parent shall and shall cause the Surviving Corporation to, ***indemnify and hold harmless, to the fullest extent permitted under applicable Law***, and, without limiting the foregoing, as required pursuant to any indemnity agreements of the Company or any Company Subsidiary, ***each present and former director, officer, employee and agent of the Company*** and each Company Subsidiary (collectively, the "Indemnified Parties") ***against any costs or expenses*** (including attorneys' fees and expenses), judgments, inquiries, fines, losses, claims, settlements, damages or liabilities ***incurred in connection with any actual or threatened claim***, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, ***arising out of or pertaining to (i) the fact that the Indemnified Party is or was an officer, director, employee, fiduciary or agent of the Company*** or any Company Subsidiary and (ii) any and all matters pending, existing or occurring at or prior to the Effective Time (including this Agreement,

> the Offer, the Merger and the other transactions contemplated hereby), whether asserted or claimed prior to, at or after the Effective Time. Parent or the Surviving Corporation shall advance expenses (including reasonable legal fees and expenses) incurred in the defense of any Action with respect to matters subject to indemnification pursuant to this Section 6.8 in accordance with the procedures set forth in the Company Certificate, the Company Bylaws, the certificate of incorporation and bylaws, or equivalent organizational or governing documents, of each Company Subsidiary, and indemnification agreements, if any, in existence on the date of this Agreement.
>
> (c) ***For a period of six (6) years from and after the Effective Time,*** the Surviving Corporation shall cause to be maintained in effect the current policies of directors' and officers' liability insurance maintained by the Company and the Company Subsidiaries (the "D&O Insurance") or provide substitute policies or purchase a "tail policy," . . . .
>
> (emphasis added).

38. The press release (the "Press Release") accompanying the Proposed Transaction announcement makes clear that Ordonez and other members of senior management will receive continued lucrative employment with Quest after the deal closes. In the Press Release, Quest Chairman and CEO, Surya N. Mohapatra, noted, "I am pleased at the prospect of Celera's CEO Kathy Ordonez and key members of her team becoming part of Quest Diagnostics."

39. Concurrent with the announcement of the Proposed Transaction, Celera also announced the Restatements. Specifically, Celera issued a Form 10-K which:

- restates its Consolidated Statement of Financial Position at December 26, 2009 and its Consolidated Statements of Operations, Stockholders' Equity and Cash Flows for the year ended June 30, 2008, the six months ended December 27, 2008 and the year ended December 26, 2009;

- restates its Selected Financial Data in Item 6 for the year ended June 30, 2008, the six months ended December 27, 2008, and the years ended December 27, 2008 and December 26, 2009;

- amends its Management's Discussion and Analysis of Financial Condition and Results of Operations (MD&A) as it relates to the six months ended December 31, 2007 and December 27, 2008, the years ended December 27, 2008 and December 26, 2009, each quarter in the year ended December 26, 2009 and the first three quarters in the year ended December 25, 2010; and

- restates its Unaudited Quarterly Financial Information for each quarter in the year ended December 26, 2009 and the first three quarters in the year ended December 25, 2010.

40. Under Generally Accepted Accounting Principles, the restatement of a previously issued financial statement is a most serious step, reserved only for situations where material accounting errors or irregularities existed and where when no lesser remedy is possible.

III. The Board Agreed To Sell Celera For Inadequate Consideration

41. The merger consideration agreed to by the Board is grossly inadequate. Immediately after the announcement of the Proposed Transaction, Celera's stock began trading above the $8 offer price, reflecting that market participants believe Celera is worth more than the offer price. As the speed and locked-up nature of the Proposed Transaction is digested by the market, however – absent judicial intervention as requested below – Celera's stock is likely to return to the offer price, thus demonstrating the harm caused by the Board's misconduct.

42. The offered consideration fails to account for the Company's future performance. Natixis Bleichroeder analyst Ashim Anand stated that, "the offer price represents a discount of 21 percent to its peers," given Celera's promising pipeline, and

that "Celera has probably one of the most personalized medicine tests and that's where all diagnostic companies are going."

43. The offer price also does not account for Celera's valuable patent properties. Indeed, 65% of Celera's revenue is protected by patents. William Blair & Co analyst Amanda Murphy noted that, "[t]he proprietary products are patent protected. Obviously there's going to be higher margins that makes [sic] (clinical diagnostics) a good business."

44. In short, while Celera's public shareholders financed the Company's impressive growth and development, they will not share in the Company's future upside.

IV. The Celera Board Impermissibly Protects the Proposed Transaction

45. Not only did the Celera Board fail to maximize shareholder value in agreeing to the Proposed Transaction, it also took unreasonable steps to ensure the consummation of a deal with Quest to the detriment of Celera's shareholders.

46. *First*, the timing of the Tender Offer poses an almost insurmountable obstacle to any potential competing bid. Pursuant to the Merger Agreement, Quest will commence the Tender Offer within seven business days after March 17, 2011.

47. Thus, within roughly one month, Celera may cease to exist as an independent public company. This expedited closing precludes alternative offers for the Company because potential bidders will be unable to conduct meaningful due diligence on Celera or obtain adequate financing in time to make a "Superior Proposal" (as defined in the Merger Agreement") that may be considered by the Celera Board. This time constraint, combined with the other deal protections described below and a provision that

prevents the Board from providing information to potential suitors in advance of any firm offer and the time period required by the Matching Rights described below, insulate the Proposed Transaction from competing bids.

48. The Celera Board has safe-guarded the expediency of the Proposed Transaction by providing Quest a "Top-Up Option" that allows Celera and Quest to avoid the protracted timeframe of a long-form merger. In the event Quest does not secure the requisite number of shares for a short-form merger pursuant to the Tender Offer, Celera may issue up to roughly 220 million additional shares for purchase by Quest in order to close the transaction without a shareholder vote. Section 2.4(a) of the Merger Agreement provides in relevant part:

> The Company hereby grants to the Purchaser an irrevocable option (the "Top Up Option"), exercisable only after acceptance by the Purchaser of, and payment for, Shares tendered in the Offer and thereafter upon the terms and conditions set forth in this Section 2.4, to purchase, for consideration per Top Up Option Share equal to the Offer Price, up to that number of newly issued Shares (the "Top Up Option Shares") equal to the number of Shares that, when added to the number of Shares owned by Parent and the Purchaser immediately following the consummation of the Offer, shall constitute one share more than 90% of the Shares then outstanding on a fully diluted basis….

49. The "Top-Up Option" serves no rational purpose other than to facilitate closing of the Proposed Transaction as soon as possible and before shareholders can digest the universe of material information forced upon them in a matter of days. Indeed, within a two week period, that Company will have released its annual report, the Restatements, the Merger Agreement and the related proxy materials. Defendants are well aware that the circumstances, timing and terms of the Proposed Transaction might

not withstand shareholder scrutiny, and have therefore taken all steps to avoid a shareholder vote on the Proposed Transaction, including adoption of the "Top-Up Option."

50. *Second*, reflecting the Celera Board's haste to insulate themselves and senior management from personal liability, the Board did not insist upon a "Go-Shop" or even a "Window Shop" provision (either of which would have made delays in closing a higher probability). To the contrary, the Celera Board agreed to a prohibitive No-Shop, further limiting the Celera Board's ability to entertain superior strategic alternatives. Section 6.4(a) of the Merger Agreement provides:

> The Company shall, and shall cause each Company Subsidiary and Company Representative to, immediately cease and cause to be terminated any existing discussions or negotiations with any Third Parties (other than the Parent Representatives) that may be ongoing as of the date hereof with respect to a Takeover Proposal. The Company shall not, and shall cause each Company Subsidiary and Company Representative not to, directly or indirectly, (i) solicit, initiate or knowingly encourage (including by way of furnishing nonpublic information), any inquiries or the making of any proposal or offer (including any proposal or offer to the Company's stockholders) that constitutes, or may reasonably be expected to lead to, any Takeover Proposal.

51. The No-Shop prevents the Celera Board from even encouraging competing bids for the Company; this is the antithesis of maximizing shareholder value. The No-Shop is particularly inappropriate in light of the limited sale process and the Company's position as a logical takeover target for numerous interested third parties, including current strategic partner Abbott Laboratories.

52. *Third*, the Celera Board granted Quest the Matching Rights in the Merger Agreement that provide Quest three business days to revise its proposal or persuade the

Celera Board not to change its recommendation on the merger in the face of a proposal from a third party suitor.

53. The Matching Rights dissuade interested parties from making an offer for the Company by providing Quest the opportunity to make a matching bid. The Matching Rights also impair the Board from offering a competing bidder a reasonable termination or bidding fee in exchange for a "blowout" price, since any competing bid must be subjected to the matching rights. Due to the Proposed Transaction's flawed process and wholly inadequate price, no justification exists for the Board's decision to agree to the inclusion of the Matching Rights and other bid advantages in the Merger Agreement.

54. *Fourth,* the Celera Board further reduced the possibility of maximizing shareholder value by agreeing to a punitive termination fee of $23.45 million, which ***represents over 10% of the $226 million Quest is paying for Celera's actual operations.*** Specifically, Celera has $327 million in cash-on-hand and $117 million in deferred tax credits and net operating losses.

55. There is simply no "risk" or cost for Quest in acquiring a sum certain of cash and an objectively established tax asset. Thus, in assessing whether the Termination Fee is reasonable under the circumstances, it should be viewed in relation to the non-fixed component of what Quest is purchasing, which is valued at $226 million after the cash and tax asset are deducted from the reported transaction price. This is a steep and unreasonable penalty for the Board's potential exercise of its fiduciary duties in endorsing a superior proposal. The unjustifiable Termination Fee serves as a significant deterrent for any third party who might otherwise desire to make a competing bid.

56. The No-Shop, Matching Rights, and the Termination Fee (collectively, the "Deal Protections") serve to deter competing parties from making bids and prevent the Celera Board from properly exercising their fiduciary duties to obtain the best available strategic alternative for Celera's public shareholders. The Deal Protections erect barriers to competing offers and essentially guarantee that the Proposed Transaction will be consummated, leaving Celera shareholders with limited opportunity to consider any superior offer. When viewed collectively, these provisions cannot be justified as reasonable or proportionate measures to protect any perceived threat to Quest's investment in the Proposed Transaction process.

V. The Board Furthers Serves Its Own and Managements' Interests By Amending Celera's Change in Control Severance Plan

57. Without the Proposed Transaction, certain senior officers and directors at the Company may be terminated as a result of the accounting improprieties revealed by the Restatements. Instead, by agreeing to rush a sale of the Company to Quest at a discount, these same directors and officers will be entitled to either lucrative positions with Quest or substantial severance benefits.

58. Specifically, concurrent with signing the Merger Agreement, the Celera Board amended the Company's Executive Change in Control Plan (the "CIC Amendment"), thus ensuring that Celera's most senior executives (i.e., CEO, Senior Vice Presidents and Vice President – Chief Intellectual Property Counsel) receive a windfall, either in the form of new employment contracts with Quest or extensive severance benefits.

59. Thus, the CIC Amendment provides that if a senior executive does not receive an employment contract with Quest, but rather is asked to operate under a prior contract, that person will be entitled to full severance benefits as if they had been terminated.

60. Any additional cost Quest must incur as a result of the CIC Amendment comes at the direct expense of Celera's public shareholders in the form of reduced merger consideration. Rather than spend negotiating capital on an increased purchase price, the Celera Board instead negotiated for the CIC Amendment and indemnity from liability.

61. Finally, while certain officers and directors may personally gain from the Proposed Transaction (e.g., Defendant Ordonez will have approximately $750,000 worth of stock options and restricted stock units accelerated following consummation of the challenged transaction), the relatively small amount of equity held by the majority of directors and officers provided the Board with little incentive to maximize shareholder value. By comparison, job retention and securities fraud liability avoidance provided substantial motivation for the Board to agree to sell the Company at a substantial discount.

CLASS ACTION ALLEGATIONS

62. Plaintiff brings this action pursuant to Rule 23 of the Rules of the Court of Chancery, individually and on behalf of all other holders of Celera's common stock (except defendants herein and any persons, firm, trust, corporation or other entity related to or affiliated with them and their successors in interest) who are or will be threatened

with injury arising from defendants' wrongful actions, as more fully described herein (the "Class").

63. This action is properly maintainable as a class action.

64. The Class is so numerous that joinder of all members is impracticable. The Company has thousands of shareholders who are scattered throughout the United States. As of February 25, 2011, there were 82,113,206 shares of Celera's common stock outstanding.

65. There are questions of law and fact common to the Class including, *inter alia*, whether:

a. The Individual Defendants breached their fiduciary duties by failing to review all strategic alternatives in good faith;

b. The Individual Defendants breached their fiduciary duties by allowing Company executives to negotiate the Proposed Transaction;

c. The Individual Defendants breached their fiduciary duties by failing to extract the highest value possible from Quest in exchange for Celera's shares;

d. The Individual Defendants breached their fiduciary duties by "locking" up" the Proposed Transaction to the detriment of the Class by approving the No-Shop, Matching Rights, Termination Fee and "Top-Up Option" without obtaining adequate consideration for Celera shareholders;

e. The Individual Defendants breached their fiduciary duties by favoring their own interests over shareholders and negotiating and agreeing to the CIC

Amendment and indemnity from liability without also attempting to obtain maximum value for Celera's public shareholders;

f. Plaintiff and the other members of the Class are being and will continue to be injured by the wrongful conduct alleged herein and, if so, what is the proper remedy and/or measure of damages; and

g. Plaintiff and the other members of the Class will be damaged irreparably by Defendants' conduct.

66. Plaintiff is committed to prosecuting the action and has retained competent counsel experienced in litigation of this nature. Plaintiff's claims are typical of the claims of the other members of the Class, and Plaintiff has the same interests as the other members of the Class. Plaintiff is an adequate representative of the Class.

67. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications with respect to individual members of the Class, which would establish incompatible standards of conduct for Defendants, or adjudications with respect to individual members of the Class, which would as a practical matter be disjunctive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests.

68. Defendants have acted, or refused to act, on grounds generally applicable to, and causing injury to, the Class and, therefore, preliminary and final injunctive relief on behalf of the Class, as a whole, is appropriate.

COUNT I

BREACH OF FIDUCIARY DUTY
AGAINST THE INDIVIDUAL DEFENDANTS

69. Plaintiff repeats and realleges each and every allegation above as if set forth in full herein.

70. The Individual Defendants, as Celera directors, owe the Class the utmost fiduciary duties of due care, good faith, candor and loyalty. By virtue of their positions as directors and/or officers of Celera and/or their exercise of control and ownership over the business and corporate affairs of the Company, the Individual Defendants have, and at all relevant times had, the power to control and influence and did control and influence and cause the Company to engage in the practices complained of herein. Each Individual Defendant was required to: (a) use their ability to control and manage Celera in a fair, just and equitable manner; (b) act in furtherance of the best interests of Celera and its shareholders and not their own; and (c) fully disclose the material circumstances, procedures, and terms of the Proposed Transaction so that shareholders can make a fully informed decision.

71. The Individual Defendants failed to fulfill their fiduciary duties in connection with the Proposed Transaction by conducting a sale of the Company for the purpose of avoiding personal liability.

72. As a result of the Celera directors' breaches of fiduciary duty in agreeing to the Proposed Transaction and in accordance with the personal interests of the Celera

Board and Company management, the Class will be harmed by receiving the inferior consideration offered in the Proposed Transaction.

73. Furthermore, the Deal Protections adopted by the defendants and contained in the Merger Agreement impose an excessive and disproportionate impediment to the Board's ability to entertain any other potentially superior alternative offer.

74. The No-Shop, Matching Rights, Termination Fee and "Top-Up Option" constitute a breach of fiduciary duty, particularly in light of the Individual Defendants' failure to obtain additional consideration in exchange for these valuable concessions.

75. The Individual Defendants also failed to fully inform themselves about possible competing proposals, including other strategic alternatives, before agreeing to the Proposed Transaction, and instead chose to avoid considering whether any alternative transaction provides greater value to the Celera shareholders than the Proposed Transaction.

76. Even if the Board believes the Proposed Transaction is more valuable to the Class than alternative offers, the Board is not excused from taking all possible steps to maximize shareholder value.

77. Plaintiff and the Class have no adequate remedy at law.

COUNT II

AIDING AND ABETTING AGAINST QUEST

78. Plaintiff repeats and realleges each and every allegation above as if set forth in full herein.

79. Defendant Quest knowingly assisted the Individual Defendants in construction of the Proposed Transaction and the related Merger Agreement which unlawfully restricts the Celera Board from fully informing itself of all of the Company's strategic alternatives in compliance with its fiduciary duties.

80. Quest, during a period of exclusive negotiations with Celera, constructed a deal that induced the support of the Celera Board and management by way of complete indemnification for past acts and guaranteed full severance in the future.

81. As a result of this conduct by Quest and Celera, Plaintiff and other members of the Class have and will be damaged by being denied the best opportunity to maximize the value of their investment in the Company.

82. Plaintiff and the Class have no adequate remedy at law.

COUNT III

FOR INJUNCTIVE RELIEF AGAINST CELERA

83. Plaintiff repeats and realleges each and every allegation above as if set forth in full herein.

84. The Proposed Transaction is the product of breaches of fiduciary duties by the Company's Board, and, as such, the Company should be enjoined from taking any

steps to consummate the Proposed Transaction, and the Merger Agreement should be subject to amendment by this Court.

85. Plaintiff and the Class have no adequate remedy at law.

RELIEF REQUESTED

WHEREFORE, Plaintiff demands judgment as follows:

a. Preliminarily and permanently enjoining Celera and any of the Celera Board members and any and all other employees, agents, or representatives of the Company and persons acting in concert with any one or more of any of the foregoing, during the pendency of this action, from taking any action to consummate the Proposed Transaction until such time as the Celera Board has fully complied with their fiduciary duties and taken all readily available steps to maximize shareholder value;

b. Finding the Celera Board liable for breaching their fiduciary duties to the Class;

c. Finding the Deal Protections invalid and unenforceable, or, in the alternative, amending the Deal Protections as necessary to ensure a full and fair sale process for the benefit of the Class;

d. Finding Quest liable for aiding and abetting breach of fiduciary duty;

e. Finding the CIC Amendment invalid and unenforceable, or, in the alternative, amending the CIC Amendment as necessary to ensure fairness to the Class;

f. Requiring the Defendants to disclose all material information relating to the Proposed Transaction, the CIC Amendment and the Restatements;

g. Awarding the Class compensatory damages, together with pre- and post-judgment interest;

h. Awarding Plaintiff the costs and disbursements of this action, including attorneys', accountants', and experts' fees; and

i. Awarding such other and further relief as is just and equitable.

Dated: March 22, 2011

/s/ John C. Kairis

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Of Counsel for Plaintiff

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

NEW ORLEANS EMPLOYEES' RETIREMENT SYSTEM, on behalf of itself and all other similarly situated shareholders of Celera Corporation, Plaintiff, v. RICHARD H. AYERS, JEAN-LUC BELINGARD, WILLIAM G. GREEN, PETER BARTON HUTT, GAIL K. NAUGHTON, KATHY ORDONEZ, WAYNE I. ROE, BENNETT M. SHAPIRO, CELERA CORPORATION, QUEST DIAGNOSTICS INCORPORATED, AND SPARK ACQUISITION CORPORATION, Defendants.	C.A. No. _____

VERIFICATION AND AFFIDAVIT OF NEW ORLEANS EMPLOYEES' RETIREMENT SYSTEM PURSUANT TO COURT OF CHANCERY RULES 23(aa) AND 3(aa)

Jerry D. Davis, being duly sworn, does hereby depose and state as follows:

1. My name is Jerry D. Davis. I have the authority to make material decisions for New Orleans Employees' Retirement System ("New Orleans") including the authority to make the decision to initiate this litigation. In such capacity, I make this Verification and Affidavit pursuant to Court of Chancery Rules 23(aa) and 3(aa).

2. New Orleans is a current shareholder of Celera Corporation and has been a shareholder at all times relevant to the above-captioned Action.

3. New Orleans has retained the law firms of Motley Rice LLC, Bernstein Litowitz Berger & Grossmann LLP, and Grant & Eisenhofer P.A. in connection with this litigation and

has reviewed and authorized the filing of a class action complaint against the above-listed defendants. I have read the foregoing Verified Class Action Complaint and know the contents thereof, and the same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters, I believe them to be true.

4. Neither New Orleans nor anyone else affiliated with it has received, been promised or offered and will not accept any form of compensation, directly or indirectly, for prosecuting or serving as a representative party in the above-captioned class action except for (i) such damages or other relief as the Court may award such person as a member of the class; (ii) such fees, costs or other payments as the Court expressly approves to be paid to or on behalf of such person; or (iii) reimbursement, paid by such person's attorneys, of actual and reasonable out-of-pocket expenses incurred directly in connection with prosecution of the action.

Jerry D. Davis
Chairman of the Board of Trustees

State of Louisiana

County of Orleans

SUBSCRIBED TO AND SWORN BEFORE ME this 22nd day of March, 2011.

CHARLOTTE COLLINS MEADE
Notary Public
Notary ID # 34959
Parish of Orleans, State of Louisiana
My Commission Expires Upon Death

Notary Public

My Commission Expires: At death.