

In the Superior Court of the State of Arizona
In and For the County of Maricopa

CV2017-014274

Plaintiff's Attorney Timothy J. Casey

Attorney Bar Number 013492

Plaintiff's Name(s): (List all) Plaintiff's Address: Phone #: Email Address:
Mayra A. Rodriguez c/o Schmitt Schneck Casey Even & Williams, P.C. 602-277-7000 timcasey@azbarristers.com
1221 E. Osborn Road, Suite 105
Phoenix, AZ 85014

(List additional plaintiffs on page two and/or attach a separate sheet).

Defendant's Name(s): (List All) Planned Parenthood Arizona, Inc., John Does I-X; Jane Does I-X; ABC Corporations I-X;
DEF Limited Liabilities Company, I-X; XYZ Partnerships or LLP, I-X

(List additional defendants on page two and/or attach a separate sheet)

EMERGENCY ORDER SOUGHT: Temporary Restraining Order Provisional Remedy OSC

Election Challenge Employer Sanction Other _____
(Specify)

RULE 8(i) COMPLEX LITIGATION APPLIES. Rule 8(i) of the Rules of Civil Procedure defines a "Complex Case" as civil actions that require continuous judicial management. A typical case involves a large number of witnesses, a substantial amount of documentary evidence, and a large number of separately represented parties.

(Mark appropriate box on page two as to complexity, **in addition** to the Nature of Action case category.)

THIS CASE IS ELIGIBLE FOR THE COMMERCIAL COURT UNDER EXPERIMENTAL RULE 8.1. (Maricopa County only.) Rule 8.1 defines a commercial case and establishes eligibility criteria for the commercial court. Generally, a commercial case primarily involves issues arising from a business contract or business transaction. However, consumer transactions are not eligible. A consumer transaction is one that is primarily for personal, family or household purposes. **Please review Rule 8.1 for a complete list of the criteria.** See <http://www.superiorcourt.maricopa.gov/commercial-court/>. You must check this box if this is an eligible commercial case. **In addition, mark the appropriate box below in the "Nature of Action" case category.** The words "commercial court assignment requested" must appear in the caption of the original complaint.

NATURE OF ACTION

(Place an "X" next to the **one** case category that most accurately describes your primary case.)

100 TORT MOTOR VEHICLE:

- 101 Non-Death/Personal Injury
 102 Property Damage
 103 Wrongful Death

110 TORT NON-MOTOR VEHICLE:

- 111 Negligence
 112 Product Liability – Asbestos
 112 Product Liability – Tobacco
 112 Product Liability – Toxic/Other
 113 Intentional Tort

- 114 Property Damage
 115 Legal Malpractice
 115 Malpractice – Other professional
 117 Premises Liability
 118 Slander/Libel/Defamation
 116 Other (Specify) Retaliatory Employment Termination

120 MEDICAL MALPRACTICE:

- 121 Physician M.D. 123 Hospital
 122 Physician D.O. 124 Other

MICHAEL H. JAMES, CLERK
BY A. Rando DEP
Is Interpreter Needed? Yes No
If yes, what language:
FILED
17 OCT 31 PM 4:45

MICHAEL K. JEANES
Clerk of the Superior Court
By Gaille Raines, Deputy
Date 10/31/2017 Time 16:46:53

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Description	Amount
CASE# CV2017-014274	
CIVIL NEW COMPLAINT	322.00
TOTAL AMOUNT	322.00
Receipt# 26236003	

6
7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
8 **IN AND FOR THE COUNTY OF MARICOPA**

9 MAYRA A. RODRIGUEZ, a married
10 woman;

11 Plaintiff,

12 vs.

13 PLANNED PARENTHOOD ARIZONA,
14 INC., an Arizona corporation; JOHN
15 DOES I-X; JANE DOES I-X; ABC
16 CORPORATIONS I-X; DEF LIMITED
17 LIABILITIES COMPANY, I-X; and XYZ
18 PARTNERSHIPS or LLP, I-X,

19 Defendants.

NO.: CV 2017-014274

VERIFIED COMPLAINT

(Tort; Retaliatory Employment Termination)

(Jury Trial Requested)

19 Plaintiff Mayra A. Rodriguez, by and through undersigned counsel, asserts, avers, and
20 alleges under oath as follows:

21 **JURISDICTIONAL ALLEGATIONS**

22 1. Plaintiff Mayra A. Rodriguez ("Ms. Rodriguez") is a former employee of
23 Defendant Planned Parenthood Arizona, Inc., and is a resident of Maricopa County.

24 2. Defendant Planned Parenthood Arizona, Inc. ("PPA") is an Arizona
25 corporation, formed and designated as such pursuant to Arizona law. PPA is a resident of
26 Maricopa County, and caused an event to occur in Maricopa County, Arizona from which
27 these claims arise.

28 3. Pursuant to A.R.S. § 23-1501(3)(c)(i) and Arizona § 23-1501(3)(c)(ii), Ms.

1 Rodriguez brings this lawsuit for the wrongful termination of her employment with PPA.

2 4. At all times pertinent to this Complaint, Ms. Deanna Wright, MSN, FNP-C
3 (“Ms. Wright”) was a “Lead Clinician” for PPA and was in a managerial or supervisory
4 position with PPA.

5 5. At all times pertinent to this Complaint, Ms. Rodriguez reasonably believed
6 that Ms. Wright had the authority at PPA to investigation the information, complaints,
7 reports, and/or warnings provided to her by Ms. Rodriguez.

8 6. At all times pertinent to this Complaint, Ms. Rodriguez reasonably believed
9 that Ms. Wright had the authority to take action to prevent current and further violations of
10 law by PPA.

11 7. At all times pertinent to this Complaint, and in particular as to events leading
12 to the wrongful termination of Plaintiff’s employment, Ms. Wright was an employee and/or
13 agent of PPA and was at all times complained of herein, acting in the course and scope of her
14 employment/agency with PPA.

15 8. At all times pertinent to this Complaint, Ms. Elizabeth Ibarra (“Ms. Ibarra”)
16 was the “Center Manager” for PPA, based out of PPA’s Tucson office, and was in a
17 managerial or supervisory position with PPA.

18 9. At all times pertinent to this Complaint, Ms. Rodriguez reasonably believed
19 that Ms. Ibarra had the authority at PPA to investigation the information, complaints, reports,
20 and/or warnings provided to her by Ms. Rodriguez.

21 10. At all times pertinent to this Complaint, Ms. Rodriguez reasonably believed
22 that Ms. Ibarra had the authority to take action to prevent current and further violations of
23 law by PPA.

24 11. At all times pertinent to this Complaint, Mr. James Washington (“Mr.
25 Washington”) was the “Vice President Patient Services” for PPA, and was in a managerial or
26 supervisory position with PPA.

27 12. At all times pertinent to this Complaint, Ms. Rodriguez reasonably believed
28 that Mr. Washington had the authority at PPA to investigation the information, complaints,
reports, and/or warnings provided to her by Ms. Rodriguez.

13. At all times pertinent to this Complaint, Ms. Rodriguez reasonably believed

1 that Mr. Washington had the authority to take action to prevent current and further violations
2 of law by PPA.

3 14. At all times pertinent to this Complaint, and in particular as to events leading
4 to the wrongful termination of Plaintiff's employment, Ms. Write, Ms. Ibarra, and Mr.
5 Washington were employees and/or agents of PPA and were at all times complained of
6 herein, acting in the course and scope of their employment/agency with PPA.

7 15. At all times pertinent to this Complaint, PPA is derivatively or vicariously
8 responsible for the wrongful and/or tortious conduct of its employee/agents under the
9 doctrine of *respondeat superior*.

10 16. The fictitiously-named defendants John Does I-X, Jane Does I-X, ABC
11 Corporations I-X, DEF Limited Liability Company, I-X, and XYZ Partnerships or Limited
12 Liability Partnerships, I-X are corporations, businesses, entities, persons, agents, servants,
13 and/or employees whose true names are not known to the Plaintiff at the present time.
14 Plaintiff is informed, and upon information and belief, alleges that the fictitiously-named
15 defendants are residents of Maricopa County, the State of Arizona and/or are doing business
16 in Maricopa County, the State of Arizona, and are persons and/or entities that caused an
17 event to occur in Maricopa County, the State of Arizona out of which Plaintiff's claims arise.
18 When the true names of said corporations, businesses, entities, persons, agents, servants,
19 and/or employees become known to the Plaintiff, she will ask leave of the Court to amend
20 this Complaint to reflect such true names together with appropriate charging allegations.
21 Each of these fictitiously-named defendants was a cause of Plaintiff's damages by actionable
22 conduct.

23 17. Plaintiff has suffered damages in an amount that exceeds the jurisdictional
24 minimum of this Court.

25 18. This Court has jurisdiction over this case and venue for this Complaint and
26 action is proper before this Court because the parties are residents of Maricopa County,
27 Arizona and the event underlying this lawsuit occurred in Maricopa County, Arizona.

28 GENERAL ALLEGATIONS

19 19. PPA is in the business of providing to patients in Maricopa County and
20 Arizona certain types of medical services, including and predominantly, abortion services.

1 20. It is the stated policy of PPA to comply with all applicable laws and to adhere
2 to ethical standards in the conduct of its business.

3 21. On or about December 2000, PPA hired Ms. Rodriguez as one of its
4 employees.

5 22. Over the fifteen years of her employment at PPA, Ms. Rodriguez had various
6 work responsibilities. At the time of her wrongful termination, Ms. Rodriguez served as
7 "Health Center Administrator" for PPA's Glendale and Northeast Phoenix facilities. Ms.
8 Rodriguez was a good, responsible, and loyal employee of PPA. Throughout her career at
9 PPA, Ms. Rodriguez received from PPA excellent and positive performance reviews, and she
10 was never disciplined or reprimanded by her employer. PPA awarded Ms. Rodriguez with
11 its "Employee of the Year" award for 2016.

12 23. Ms. Rodriguez was known by her co-workers and management at PPA to be an
13 honest, trustworthy, dependable, and conscientious employee and rule follower.

14 **First Concern, Complaint, and Warning to PPA**

15 24. PPA provides to its patients who have undergone an abortion surgery an after-
16 hours PPA telephone contact number. PPA provides that number so if the patient
17 experiences any complication or problem following the abortion surgery, the patient can
18 promptly call PPA during non-business hours and speak directly with a PPA clinician about
19 the complication(s) or problem(s) and receive from the clinician professional advice,
20 recommendations, and directions. The patient can also use the after-hours PPA telephone
21 contact number to report to PPA any findings made by another healthcare provider, such an
22 emergency room physician, about the patient's condition. As required by law, including but
23 not limited to, A.R.S. § 36-449.03(H)(1) and § 36-2162, the PPA clinician who takes a
24 patient telephonic call must document in a written report the patient's reported
25 complication(s) or problem(s) and other information.

26 25. One of Ms. Rodriguez' work duties included speaking with the PPA clinicians
27 and, each morning, receiving a copy of the clinicians' written reports about the patients'
28 complication(s) or problem(s) reported to the clinician the prior evening. Ms. Rodriguez'
duties also included making follow-up telephone calls to each patient listed in the respective
report and determine the patient's health status.

1 26. By early-to-mid August 2017, Ms. Rodriguez noticed a trend of PPA clinician
2 written reports detailing patients who were suffering from substantial post-abortion surgical
3 complications or problems such as extensive bleeding and painful cramping. The reports,
4 authored in order for PPA to comply with A.R.S. § 36-2162, also documented several
5 patients suffering from perforated uteruses which had been diagnosed by emergency room
6 physicians throughout the metro area. Ms. Rodriguez determined that a single PPA doctor,
7 fictitiously named herein as "Dr. X," had performed the abortion surgeries on each of these
8 patients who had reported the foregoing substantial post-abortion surgery complications or
9 problems.

10 27. Based on her years of experience at PPA, Ms. Rodriguez was concerned that
11 PPA patients that underwent abortion surgery with Dr. X were suffering far more substantial
12 post-abortion surgery complications and problems than the patients who underwent abortion
13 surgery by or with the other PPA physicians. Ms. Rodriguez was concerned about the
14 substantial health, welfare, and safety risks to these patients, as well as the substantial risk to
15 the health, safety, and welfare of the inevitable future PPA patients who would be surgically
16 treated by Dr. X.

17 28. Ms. Rodriguez was reluctant to report her concerns, complaints, and warnings
18 about Dr. X to her immediate supervisor, Ms. Ibarra. As a long-time PPA employee, Ms.
19 Rodriguez understood that Ms. Ibarra and Dr. X had been friends and close workers for the
20 past two decades and, as such, Ms. Ibarra had a reputation for being fiercely protective of Dr.
21 X. Ms. Rodriguez, therefore, reported her concerns, complaints, and warnings about Dr. X
22 to Ms. Wright, as a Lead Clinician at PPA.

23 29. When Ms. Rodriguez reported her concerns, complaints, and warnings about
24 Dr. X to Ms. Wright, she (i.e., Ms. Wright) expressed her agreement with the stated
25 concerns, complaints, and warnings and she told Ms. Rodriguez that "they [PPA upper
26 management] all know what he [Dr. X] does but nobody wants to do anything about it." Ms.
27 Wright then told Ms. Rodriguez she would see what she could do about the substantial safety
28 risk problems with, and caused by, Dr. X.

Second Concern, Complaint, and Warning to PPA

30. In August and September 2017, five (5) different PPA medical assistants

1 complained on different dates to Ms. Rodriguez that Dr. X was requiring them -- before a
2 patient even underwent the abortion surgery-- to sign and certify a document or affidavit to
3 comply with Arizona law, A.R.S. § 36-449.03, which attested that they had reviewed all the
4 human remains of the body parts, or products of conception, following or during the abortion
5 surgery. The medical assistants believed the attestation was premature, wrong, and illegal
6 because the abortion surgery had not yet been performed and they were concerned about the
7 quality and thoroughness of the procedures performed by Dr. X.

8 31. On another and separate occasion in August or September 2017, a medical
9 assistant reported to Ms. Rodriguez that: (a) Dr. X had performed an abortion surgery on a
10 patient's twelve-to-thirteen-week-old pregnancy; (b) the medical assistant concluded that Dr.
11 X had not been thorough in the surgery based on her review of the human remains and
12 observing that some body parts were missing; (c) Dr. X was adamant that he had been
13 thorough and had removed all body parts, and he refused to do any further investigation
14 while proceeding to insert an intrauterine device ("IUD") in the patient; (d) a conflict arose
15 between the medical assistant and Dr. X where Dr. X eventually told the medical assistant to
16 do the body part checking herself after he left the surgical suite; (e) the medical assistant
17 obtained and used an ultra-sound machine, and with the machine, confirmed an incomplete
18 abortion by detecting the presence of remaining body parts in the patient; (f) Dr. X was
19 called back into the surgical suite where he had to remove the IUD and perform the balance
20 of the abortion surgery to proper completion; and (g) the medical assistant questioned the
21 quality of the work performed by Dr. X and the health, safety, and welfare of the patient.

22 32. On a date in mid-to-late September 2017, when Ms. Wright returned from an
23 overseas trip, Ms. Rodriguez reported to Ms. Wright the concerns, complaints and warnings
24 about Dr. X requiring the medical assistants to falsify the legally required affidavit or
25 document. Ms. Rodriguez also reported to Ms. Wright the medical assistant's
26 aforementioned complaint, concerns, and warnings about Dr. X's conduct during and after
27 the abortion surgery on the patient's twelve-to-thirteen-week-old pregnancy.

28 33. Ms. Wright agreed with Ms. Rodriguez that the medical assistants' concerns,
complaints and warnings were legitimate and a problem, and Mrs. Wright said that she
would look into the problems and get them solved.

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Third Concern, Complaint, and Warning to PPA

34. Throughout the summer months and September 2017, three (3) medical assistant complained on different dates to Ms. Rodriguez that another doctor, fictitiously named herein as "Dr. Y," was belligerent, threatening, rude, unprofessional, and uncivil with and towards the medical assistants. Dr. Y regularly accused the medical assistants of complete ignorance and incompetence, and would make comments that she would have the medical assistants fired for their allegedly poor performance.

35. Ms. Rodriguez, as a Health Center Administrator, was not spared Dr. Y's invective and also personally experienced the unprofessional and rude conduct of Dr. Y.

36. On numerous occasions, perhaps around ten different times, Ms. Rodriguez reported her and the medical assistants' complaints about the conduct of Dr. Y to PPA, including its Vice President of Patient Services, Mr. Washington. Mr. Washington told Ms. Rodriguez that he knew about, and heard about, Dr. Y's improper conduct toward staff and improper treatment of staff, that Dr. Y's conduct and treatment of staff violated PPA policies and practices, and that he would speak with Dr. Y and take corrective action.

37. PPA's Dr. Y continued with her belligerent, threatening, rude, unprofessional, and uncivil conduct, and her conduct toward other staff seemed to get worse after each time Ms. Rodriguez would complaint about Dr. Y's conduct to PPA.

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Fourth Concern, Complaint, and Warning to PPA

38. On September 15, 2017, Ms. Rodriguez learned that a manager on duty at the PPA Glendale facility was not complying with Arizona law, A.R.S. § 36-2152, regarding a minor undergoing an abortion surgery when her male partner was of majority age.

39. On that same date, Ms. Rodriguez reported this problem to Ms. Ibarra and questioned whether the matter was reportable under law and specifically sought direction from Ms. Ibarra.

40. Ms. Ibarra never responded, orally or in writing, to Ms. Rodriguez about her stated complaint, concern, and warning.

Fifth Concern, Complaint, and Warning to PPA

41. On or about mid-September 2017, Ms. Rodriguez spoke with Ms. Ibarra about problems with PPA's daily inventory and Ms. Rodriguez's concerns, complaints, and

1 warning about staff access to a storage medicine room at a facility where Ms. Rodriguez
2 worked.

3 42. On September 19, 2017, Ms. Rodriguez followed-up in an e-mail with Ms.
4 Ibarra about problems with PPA's daily inventory and Ms. Rodriguez's concerns,
5 complaints, and warning about staff access to a medicine storage room at a facility where
6 Ms. Rodriguez worked, and that Ms. Rodriguez did not feel comfortable having the medicine
7 storage room being left wide open during work hours.

8 43. Ms. Ibarra did not respond to these communications by Ms. Rodriguez.

9 **PPA Wrongly Retaliates against Ms. Rodriguez**

10 44. Via a memo entitled "*Final Written Warning - Performance*" and dated Friday,
11 September 22, 2017, PPA, via Mr. Washington, stated to Ms. Rodriguez that it was
12 "bring[ing] to [her] attention numerous ongoing performance deficiencies as the Health
13 Center Manager for PPH's Glendale and Northeast Phoenix." The purported deficiencies
14 were about adherence to PPA financial policy and procedure issues, inventory control issues,
15 personnel and supervisory issues, alleged failure to perform daily duties, and alleged
16 inconsistent and inaccurate communication.

17 45. Before September 22, 2017, PPA had not given Ms. Rodriguez any prior
18 written warning about her employment performance or anything else.

19 46. Before September 22, 2017, PPA had not given Ms. Rodriguez any prior oral
20 warning about her employment performance or anything else.

21 47. Ms. Rodriguez was completely surprised, shocked, and hurt to receive PPA's
22 "*Final Written Warning - Performance*" memo.

23 48. PPA's proffered reasons, explanations, or excuses for the "*Final Written*
24 *Warning - Performance*" memo were a sham and a pre-text for retaliation in response to Ms.
25 Rodriguez making PPA aware of her foregoing concerns, complaints, and warnings about
26 PPA's on-going practices and non-reporting required by law, Dr. X's conduct and the
27 resulting substantial risk to the health, safety, and welfare of PPA patients and future
28 patients, and Dr. Y's improper conduct and behavior toward staff. The PPA's proffered
reasons, explanations, or excuses are further unworthy of credence as reflected in PPA's
favorable annual performance evaluations of Ms. Rodriguez, the responsibility PPA gave

1 Ms. Rodriguez over fifteen years of employment, including in 2017, and PPA recently
2 awarding her the "Employee of the Year" award for 2016.

3 49. On Friday, September 22, 2017, after receiving the "*Final Written Warning -*
4 *Performance*" memo, Ms. Rodriguez met with PPA's Human Resources Director. Ms.
5 Rodriguez told the director that the memo was factually wrong. She also reported to the
6 director that the memo was a form of harassment and a transparent attempt to punish her for
7 making known to PPA her earlier concerns, complaints, and warnings and the complaints.
8 Ms. Rodriguez explained that she was merely doing her job as Health Center Administrator,
9 protecting her co-workers, and following the applicable law. She further explained that it
10 was impossible, as a practical matter, to objectively raise the concerns with Ms. Ibarra as to
11 Dr. X and the substantial risk he presented to patient safety, health, and welfare because of
12 their longstanding relationship. PPA and Ms. Rodriguez, therefore, agreed to meet and
13 discuss on October 3, 2017, the issues arising out of the memo.

14 PPA Wrongly Fires Ms. Rodriguez

15 50. During the week of Monday, September 25, 2017, Ms. Rodriguez worked
16 away from her regular office in Glendale in order to help close a PPA office at another
17 location (NE Phoenix location). During her absence that entire week, Ms. Ibarra, who was
18 up from her location in Tucson, used Ms. Rodriguez' office and desk in the Glendale office.

19 51. In the evenings and during her free time, Ms. Rodriguez prepared a written
20 response to the "*Final Written Warning - Performance*" memo which addressed each of the
21 purported PPA concerns. Ms. Rodriguez provided PPA her written response, with
22 supporting documentation, on Monday, October 2, 2017.

23 52. Unbeknownst to Ms. Rodriguez because she was out of the Glendale office
24 performing work at another PPA location (i.e., the NE Phoenix location), on Friday,
25 September 29, 2017, Ms. Ibarra claimed to have discovered narcotic medication, apparently
26 from PPA's supply, in the unlocked desk of Ms. Rodriguez.

27 53. Ms. Ibarra's alleged discovery of narcotic medication was, and is, false.

28 54. The only medications on or in Ms. Rodriguez's desk were expired non-narcotic
medications temporarily held by her for transfer to PPA's purchasing department for
handling and disposal pursuant to the common, standard, routine, acceptable, and well

1 known practice at PPA, and by Ms. Ibarra, for PPA managers to hold such non-narcotic
2 medications until they were transferred to PPA's purchasing department for handling and
3 disposal. The only medications at Ms. Rodriguez' desk were non-narcotic expired birth
4 control medications, non-narcotic expired Acyclovir (an anti-viral medication used to treat
5 outbreaks of genital herpes), and a mixture of expired and usable "crash cart" non-narcotic
6 medications (i.e., epinephrine, Nyloxin, etc.) given to her by a male nurse. Ms. Rodriguez
7 did not have narcotic medications, expired or usable, on or in her desk.

8 55. On Sunday, October 1, 2017, Ms. Rodriguez returned to her Glendale PPA
9 office to work a shift after a week working packing and moving to close the PPA NE
10 Phoenix location. Ms. Rodriguez noticed that the non-narcotic medications at or in her desk
11 were missing. Ms. Rodriguez texted Ms. Ibarra if she knew anything about the missing non-
12 narcotic medication. Ms. Ibarra did not respond to the texts.

13 56. On October 2, 2017, Ms. Rodriguez texted Ms. Ibarra that she needed to
14 prepare an incident report on the missing non-narcotic medications. Ms. Ibarra promptly
15 called Ms. Rodriguez, told her that an incident report was not necessary, and that she (Ms.
16 Ibarra) had taken the non-narcotic medications, that Ms. Rodriguez did not need to worry
17 about the transfer of the same to PPA's purchasing department for handling and disposal
18 because she (Ms. Ibarra) had handled the transfer herself. Ms. Ibarra never mentioned that
19 she claimed to have found narcotic medications on or in Ms. Rodriguez' desk.

20 57. Upon information and belief, PPA did not conduct any reasonable or
21 independent investigation nor did it conduct any reasonable inquiry into the allegedly
22 discovered narcotic medication. PPA, instead, assumed that Ms. Rodriguez took the
23 purported narcotic medication and stored in her unlocked desk for her own purposes.

24 58. Between the September 29, 2017 date of the alleged discovery and October 3,
25 2017, neither PPA's Ms. Ibarra nor any other PPA management personnel spoke with Ms.
26 Rodriguez about the allegedly discovered narcotic medication.

27 59. On October 3, 2017, when she arrived at a PPA office for her previously
28 scheduled meeting with the Human Resources Director, PPA's Vice President of Patient
Services, Mr. Washington, the Human Resources Director, and Ms. Ibarra met Ms.
Rodriguez. Mr. Washington immediately fired Ms. Rodriguez.

1 60. Mr. Washington gave Ms. Rodriguez a termination letter asserting that she was
2 fired for supposedly violating PPA's Inventory Manual Section 10-Controlled Substance
3 Policy.

4 61. Ms. Rodriguez told Mr. Washington that: (a) she was out of her office the
5 entire previous week; (b) the purported narcotic medication was not hers; (c) she did not take
6 the purported narcotic medication; (d) someone else took the alleged narcotic medication and
7 put them in her desk; and (e) this was essentially a set-up by PPA to fire her for pretextual
8 and sham reasons because she had previously raised her concerns about the substantial risk
9 to patient health, safety and welfare presented by Dr. X, she had reported violations of law in
10 Dr. X's work practices regarding record keeping, violations of other law, and because she
11 had previously reported the numerous work problems created by Dr. Y's conduct toward
12 other PPA staff members.

13 62. Ms. Ibarra did not dispute or rebut a single statement made by Ms. Rodriguez.

14 63. PPA had no witness that Ms. Rodriguez took the purported narcotics or stored
15 the purported narcotics.

16 64. PPA had no evidence of any type showing that Ms. Rodriguez took the
17 purported narcotic medication or stored the purported narcotic medication.

18 65. After 15 years of valuable and loyal outstanding service to it, PPA quickly
19 removed Ms. Rodriguez from the building and informed her that she was not allowed on any
20 PPA property ever again.

21 66. PPA knew, or should have known, that firing Ms. Rodriguez was wrong.

22 67. PPA knew, or should have known, that firing Ms. Rodriguez was illegal and
23 against Arizona law and Arizona public policy.

24 68. PPA knew, or should have known, that it could and should reasonably
25 anticipate litigation for wrongfully firing Ms. Rodriguez.

26 69. PPA knew, or should have known, that one of its employees, other than Ms.
27 Rodriguez, placed the narcotic medication in her desk.

28 70. PPA knew, or should have known, that it must keep and preserve all
documents and evidence in any way related to Ms. Rodriguez, her previously reported
concerns, complaints, and warnings, and her employment termination.

1 77. As a direct and proximate result of PPA's wrongful conduct, Ms. Rodriguez
2 has suffered harms and losses and been damaged as a direct and proximate cause of the
3 conduct of PPA, including but not limited to physical and emotional injury, emotional
4 distress, pain, discomfort, suffering, depression, anxiety already experienced and reasonably
5 probable to be experienced in the future as a result of PPA, professional embarrassment,
6 professional humiliation, harm to reputation, loss of self-esteem, lost earnings and any
7 decrease in earning power or capacity in the future, lost benefits and insurance coverage, and
8 other damages provable at trial.

9 **FIRST CAUSE OF ACTION**

10 **(Public Policy Tort- Wrongful Retaliatory Firing- "At Will" Exception**

11 **A.R.S. § 23-1501(3)(c)(i))**

12 78. Ms. Rodriguez hereby incorporates by reference all prior allegations of this
13 Complaint as though fully set forth herein.

14 79. PPA terminated Ms. Rodriguez's employment in violation of public policy.

15 80. PPA terminated Ms. Rodriguez's employment in retaliation for her refusing to
16 commit an act or omission that would violate the law as alleged above in this Complaint, and
17 in retaliation for her complaining about and informing PPA that it and its employees were
18 acting unlawfully and/or causing substantial risk to the health, welfare, and safety of patients
as alleged above in this Complaint.

19 81. Ms. Rodriguez has been damaged as a direct and proximate cause of the
20 conduct of PPA.

21 82. PPA acted intentionally and maliciously and/or PPA acted to serve its own
22 interests and having reason to know and consciously disregarding the substantial risk that its
23 conduct might significantly injure the rights of Ms. Rodriguez and others, and consciously
24 pursued a course of conduct knowing that it created a substantial risk of significant harm to
25 Ms. Rodriguez. PPA, therefore, should be required to respond to Ms. Rodriguez in the form
26 of a punitive or exemplary damage award under Arizona law.

27 **SECOND CAUSE OF ACTION**

28 **(Public Policy Tort- Whistleblower Retaliation A.R.S. § 23-1501(3)(c)(ii))**

83. Ms. Rodriguez hereby incorporates by reference all prior allegations of this

1 Complaint as though fully set forth herein.

2 84. Ms. Rodriguez had information or a reasonable belief that PPA had violated, or
3 were violating, or would continue to violate, Arizona and/or federal law as alleged above in
4 this Complaint.

5 85. Ms. Rodriguez reasonably believed that Ms. Wright, Ms. Ibarra, and Mr.
6 Washington had the authority to investigate the information, complaints, reports, warnings,
7 and refusals to act as provided to them by Ms. Rodriguez.

8 86. PPA and those persons in a managerial or supervisory position, such as Ms.
9 Wright, Ms. Ibarra, and Mr. Washington, had the authority to investigate the information
10 provided by Ms. Rodriguez and to take action to prevent the further violation of the law.

11 87. Instead of complying with the law and public policy, PPA terminated the
12 employment of Ms. Rodriguez because she: (a) had information, or a reasonable belief, that
13 PPA had violated, and was continuing to violate, the law; and (b) Ms. Rodriguez disclosed
14 such information to PPA management personnel who had the authority to investigate the
15 information and to prevent further the violations of the law and she insisted that PPA follow
16 the law while it refused to do so.

17 88. PPA terminated the employment of Ms. Rodriguez in retaliation for the
18 aforementioned whistle-blower activity in violation of A.R.S. § 23-1501(3)(c)(ii).

19 89. Ms. Rodriguez has been damaged as a direct and proximate cause of the
20 conduct of PPA.

21 90. PPA acted intentionally and/or it acted to serve its own interests and having
22 reason to know and consciously disregarding the substantial risk that its conduct might
23 significantly injure the rights of Ms. Rodriguez and others, and consciously pursued a course
24 of conduct knowing that it created a substantial risk of significant harm to Ms. Rodriguez
25 and other persons. PPA, therefore, should be required to respond to Ms. Rodriguez in the
26 form of a punitive or exemplary damage award under Arizona law.

27 THIRD CAUSE OF ACTION

28 (Negligent Infliction of Emotional Distress)

91. Ms. Rodriguez hereby incorporates by reference all prior allegations of this
Complaint as though fully set forth herein.

1 100. Defendant owed a duty of due care and to act reasonably to Ms. Rodriguez,
2 and it breached that duty in that it acted unreasonably and inappropriately and was negligent
3 and careless (a) in firing Ms. Rodriguez for pre-textual reasons and firing her in retaliation
4 for her asserting her legal rights; (b) by failing to properly and reasonably investigate the
5 concerns, complaints, and warnings Ms. Rodriguez brought to it in a fair, objective,
6 impartial, and reasonable manner while remaining objective and open-minded; (c) by not
7 properly training its personnel to conduct investigations in a reasonable and appropriate
8 manner and to keep and preserve all material evidence used to support or justify an
9 employee's discipline, including a firing or termination; (d) by not creating and following
10 reasonable and appropriate written policies and procedures for its personnel to review,
11 adhere to, and follow regarding and during an investigation of an employee concern,
12 complaint, or warning; (e) by not properly supervising its management personnel; and (f) as
13 alleged above.

14 101. As a direct and a proximate result of such negligence and carelessness, Ms.
15 Rodriguez has suffered and sustained damages, and will continue to suffer harms and loses
16 in the future.

17 102. PPA acted intentionally and/or it acted to serve its own interests and having
18 reason to know and consciously disregarding the substantial risk that its conduct might
19 significantly injure the rights of Ms. Rodriguez and others, and consciously pursued a course
20 of conduct knowing that it created a substantial risk of significant harm to Ms. Rodriguez
21 and other persons. PPA, therefore, should be required to respond to Ms. Rodriguez in the
22 form of a punitive or exemplary damage award under Arizona law.

23 103. Ms. Rodriguez herein demands a jury trial.

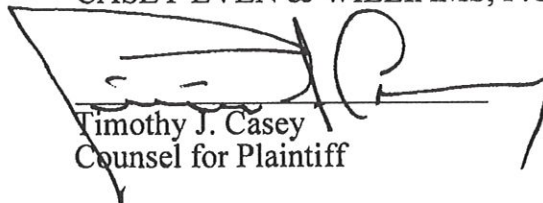
24 WHEREFORE, Plaintiff Ms. Rodriguez requests judgment against the Defendant as
25 follows:

- 26 A) For general damages in an amount deemed fair and reasonable by a jury, but
27 in any event well in excess of the minimum jurisdictional limits of this Court;
- 28 B) For special damages in an amount to be proven at trial;
- C) For all costs and attorney's fees incurred herein;
- D) For exemplary or punitive damages; and

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E) For such further relief as the Court deems just and proper.
PLAINTIFF REQUESTS A JURY TRIAL.
DATED this 31st day of October, 2017.

SCHMITT SCHNECK
CASEY EVEN & WILLIAMS, P.C.



Timothy J. Casey
Counsel for Plaintiff

ORIGINAL of the foregoing filed
this 31st day of October, 2017, with:

Clerk of Superior Court
Maricopa County, AZ
201 West Jefferson Street
Phoenix, AZ 85003

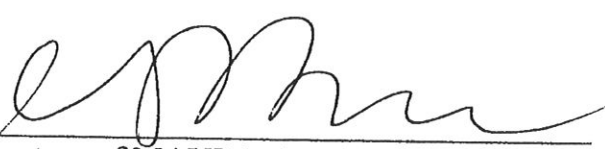
By: Eileen Henry
Eileen Henry, Paralegal
SCHMITT SCHNECK CASEY EVEN & WILLIAMS, P.C.

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RULE 80(i), A.R.C.P. DECLARATION OF PLAINTIFF MAYRA A. RODRIGUEZ

I, Mayra A. Rodriguez, declare under penalty of perjury that I have reviewed the foregoing Verified Complaint, and the factual allegations contained therein are true and correct to the best of my knowledge, information, memory, and belief, and to those matters stated upon information and belief, I believe them to be true.

Executed on (date): October 28, 2017



Signature of MAYRA A. RODRIGUEZ

MICHAEL K. JEANES
Clerk of the Superior Court
By Gaile Raines, Deputy
Date 10/31/2017 Time 16:46:53

1 Timothy J. Casey (#013492)
2 SCHMITT SCHNECK CASEY EVEN & WILLIAMS, P.C.
3 1221 East Osborn Road, Suite 105
4 Phoenix, AZ 85014-5540
5 Telephone: (602) 277-7000 x 132
6 Direct: (602) 354-8989
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8 tim@azbarristers.com
9 Attorneys for the Plaintiff

Description	Amount
CASE# CV2017-014274	
CIVIL NEW COMPLAINT	322.00
TOTAL AMOUNT	322.00
Receipt# 26236003	

6
7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
8 **IN AND FOR THE COUNTY OF MARICOPA**

9 MAYRA A. RODRIGUEZ, a married
10 woman;

11 Plaintiff,

12 vs.

13 PLANNED PARENTHOOD ARIZONA,
14 INC., an Arizona corporation; JOHN
15 DOES I-X; JANE DOES I-X; ABC
16 CORPORATIONS I-X; DEF LIMITED
17 LIABILITIES COMPANY, I-X; and XYZ
18 PARTNERSHIPS or LLP, I-X,

19 Defendants.

NO.: CV 2017-014274

VERIFIED COMPLAINT

(Tort; Retaliatory Employment Termination)

(Jury Trial Requested)

19 Plaintiff Mayra A. Rodriguez, by and through undersigned counsel, asserts, avers, and
20 alleges under oath as follows:

21 **JURISDICTIONAL ALLEGATIONS**

22 1. Plaintiff Mayra A. Rodriguez ("Ms. Rodriguez") is a former employee of
23 Defendant Planned Parenthood Arizona, Inc., and is a resident of Maricopa County.

24 2. Defendant Planned Parenthood Arizona, Inc. ("PPA") is an Arizona
25 corporation, formed and designated as such pursuant to Arizona law. PPA is a resident of
26 Maricopa County, and caused an event to occur in Maricopa County, Arizona from which
27 these claims arise.

28 3. Pursuant to A.R.S. § 23-1501(3)(c)(i) and Arizona § 23-1501(3)(c)(ii), Ms.

1 Rodriguez brings this lawsuit for the wrongful termination of her employment with PPA.

2 4. At all times pertinent to this Complaint, Ms. Deanna Wright, MSN, FNP-C
3 (“Ms. Wright”) was a “Lead Clinician” for PPA and was in a managerial or supervisory
4 position with PPA.

5 5. At all times pertinent to this Complaint, Ms. Rodriguez reasonably believed
6 that Ms. Wright had the authority at PPA to investigation the information, complaints,
7 reports, and/or warnings provided to her by Ms. Rodriguez.

8 6. At all times pertinent to this Complaint, Ms. Rodriguez reasonably believed
9 that Ms. Wright had the authority to take action to prevent current and further violations of
10 law by PPA.

11 7. At all times pertinent to this Complaint, and in particular as to events leading
12 to the wrongful termination of Plaintiff’s employment, Ms. Wright was an employee and/or
13 agent of PPA and was at all times complained of herein, acting in the course and scope of her
14 employment/agency with PPA.

15 8. At all times pertinent to this Complaint, Ms. Elizabeth Ibarra (“Ms. Ibarra”)
16 was the “Center Manager” for PPA, based out of PPA’s Tucson office, and was in a
17 managerial or supervisory position with PPA.

18 9. At all times pertinent to this Complaint, Ms. Rodriguez reasonably believed
19 that Ms. Ibarra had the authority at PPA to investigation the information, complaints, reports,
20 and/or warnings provided to her by Ms. Rodriguez.

21 10. At all times pertinent to this Complaint, Ms. Rodriguez reasonably believed
22 that Ms. Ibarra had the authority to take action to prevent current and further violations of
23 law by PPA.

24 11. At all times pertinent to this Complaint, Mr. James Washington (“Mr.
25 Washington”) was the “Vice President Patient Services” for PPA, and was in a managerial or
26 supervisory position with PPA.

27 12. At all times pertinent to this Complaint, Ms. Rodriguez reasonably believed
28 that Mr. Washington had the authority at PPA to investigation the information, complaints,
reports, and/or warnings provided to her by Ms. Rodriguez.

13. At all times pertinent to this Complaint, Ms. Rodriguez reasonably believed

1 that Mr. Washington had the authority to take action to prevent current and further violations
2 of law by PPA.

3 14. At all times pertinent to this Complaint, and in particular as to events leading
4 to the wrongful termination of Plaintiff's employment, Ms. Write, Ms. Ibarra, and Mr.
5 Washington were employees and/or agents of PPA and were at all times complained of
6 herein, acting in the course and scope of their employment/agency with PPA.

7 15. At all times pertinent to this Complaint, PPA is derivatively or vicariously
8 responsible for the wrongful and/or tortious conduct of its employee/agents under the
9 doctrine of *respondeat superior*.

10 16. The fictitiously-named defendants John Does I-X, Jane Does I-X, ABC
11 Corporations I-X, DEF Limited Liability Company, I-X, and XYZ Partnerships or Limited
12 Liability Partnerships, I-X are corporations, businesses, entities, persons, agents, servants,
13 and/or employees whose true names are not known to the Plaintiff at the present time.
14 Plaintiff is informed, and upon information and belief, alleges that the fictitiously-named
15 defendants are residents of Maricopa County, the State of Arizona and/or are doing business
16 in Maricopa County, the State of Arizona, and are persons and/or entities that caused an
17 event to occur in Maricopa County, the State of Arizona out of which Plaintiff's claims arise.
18 When the true names of said corporations, businesses, entities, persons, agents, servants,
19 and/or employees become known to the Plaintiff, she will ask leave of the Court to amend
20 this Complaint to reflect such true names together with appropriate charging allegations.
21 Each of these fictitiously-named defendants was a cause of Plaintiff's damages by actionable
22 conduct.

23 17. Plaintiff has suffered damages in an amount that exceeds the jurisdictional
24 minimum of this Court.

25 18. This Court has jurisdiction over this case and venue for this Complaint and
26 action is proper before this Court because the parties are residents of Maricopa County,
27 Arizona and the event underlying this lawsuit occurred in Maricopa County, Arizona.

28 **GENERAL ALLEGATIONS**

19 19. PPA is in the business of providing to patients in Maricopa County and
20 Arizona certain types of medical services, including and predominantly, abortion services.

1 20. It is the stated policy of PPA to comply with all applicable laws and to adhere
2 to ethical standards in the conduct of its business.

3 21. On or about December 2000, PPA hired Ms. Rodriguez as one of its
4 employees.

5 22. Over the fifteen years of her employment at PPA, Ms. Rodriguez had various
6 work responsibilities. At the time of her wrongful termination, Ms. Rodriguez served as
7 "Health Center Administrator" for PPA's Glendale and Northeast Phoenix facilities. Ms.
8 Rodriguez was a good, responsible, and loyal employee of PPA. Throughout her career at
9 PPA, Ms. Rodriguez received from PPA excellent and positive performance reviews, and she
10 was never disciplined or reprimanded by her employer. PPA awarded Ms. Rodriguez with
11 its "Employee of the Year" award for 2016.

12 23. Ms. Rodriguez was known by her co-workers and management at PPA to be an
13 honest, trustworthy, dependable, and conscientious employee and rule follower.

14 **First Concern, Complaint, and Warning to PPA**

15 24. PPA provides to its patients who have undergone an abortion surgery an after-
16 hours PPA telephone contact number. PPA provides that number so if the patient
17 experiences any complication or problem following the abortion surgery, the patient can
18 promptly call PPA during non-business hours and speak directly with a PPA clinician about
19 the complication(s) or problem(s) and receive from the clinician professional advice,
20 recommendations, and directions. The patient can also use the after-hours PPA telephone
21 contact number to report to PPA any findings made by another healthcare provider, such an
22 emergency room physician, about the patient's condition. As required by law, including but
23 not limited to, A.R.S. § 36-449.03(H)(1) and § 36-2162, the PPA clinician who takes a
24 patient telephonic call must document in a written report the patient's reported
25 complication(s) or problem(s) and other information.

26 25. One of Ms. Rodriguez' work duties included speaking with the PPA clinicians
27 and, each morning, receiving a copy of the clinicians' written reports about the patients'
28 complication(s) or problem(s) reported to the clinician the prior evening. Ms. Rodriguez'
duties also included making follow-up telephone calls to each patient listed in the respective
report and determine the patient's health status.

1 26. By early-to-mid August 2017, Ms. Rodriguez noticed a trend of PPA clinician
2 written reports detailing patients who were suffering from substantial post-abortion surgical
3 complications or problems such as extensive bleeding and painful cramping. The reports,
4 authored in order for PPA to comply with A.R.S. § 36-2162, also documented several
5 patients suffering from perforated uteruses which had been diagnosed by emergency room
6 physicians throughout the metro area. Ms. Rodriguez determined that a single PPA doctor,
7 fictitiously named herein as "Dr. X," had performed the abortion surgeries on each of these
8 patients who had reported the foregoing substantial post-abortion surgery complications or
9 problems.

10 27. Based on her years of experience at PPA, Ms. Rodriguez was concerned that
11 PPA patients that underwent abortion surgery with Dr. X were suffering far more substantial
12 post-abortion surgery complications and problems than the patients who underwent abortion
13 surgery by or with the other PPA physicians. Ms. Rodriguez was concerned about the
14 substantial health, welfare, and safety risks to these patients, as well as the substantial risk to
15 the health, safety, and welfare of the inevitable future PPA patients who would be surgically
16 treated by Dr. X.

17 28. Ms. Rodriguez was reluctant to report her concerns, complaints, and warnings
18 about Dr. X to her immediate supervisor, Ms. Ibarra. As a long-time PPA employee, Ms.
19 Rodriguez understood that Ms. Ibarra and Dr. X had been friends and close workers for the
20 past two decades and, as such, Ms. Ibarra had a reputation for being fiercely protective of Dr.
21 X. Ms. Rodriguez, therefore, reported her concerns, complaints, and warnings about Dr. X
22 to Ms. Wright, as a Lead Clinician at PPA.

23 29. When Ms. Rodriguez reported her concerns, complaints, and warnings about
24 Dr. X to Ms. Wright, she (i.e., Ms. Wright) expressed her agreement with the stated
25 concerns, complaints, and warnings and she told Ms. Rodriguez that "they [PPA upper
26 management] all know what he [Dr. X] does but nobody wants to do anything about it." Ms.
27 Wright then told Ms. Rodriguez she would see what she could do about the substantial safety
28 risk problems with, and caused by, Dr. X.

Second Concern, Complaint, and Warning to PPA

30. In August and September 2017, five (5) different PPA medical assistants

1 complained on different dates to Ms. Rodriguez that Dr. X was requiring them -- before a
2 patient even underwent the abortion surgery-- to sign and certify a document or affidavit to
3 comply with Arizona law, A.R.S. § 36-449.03, which attested that they had reviewed all the
4 human remains of the body parts, or products of conception, following or during the abortion
5 surgery. The medical assistants believed the attestation was premature, wrong, and illegal
6 because the abortion surgery had not yet been performed and they were concerned about the
7 quality and thoroughness of the procedures performed by Dr. X.

8 31. On another and separate occasion in August or September 2017, a medical
9 assistant reported to Ms. Rodriguez that: (a) Dr. X had performed an abortion surgery on a
10 patient's twelve-to-thirteen-week-old pregnancy; (b) the medical assistant concluded that Dr.
11 X had not been thorough in the surgery based on her review of the human remains and
12 observing that some body parts were missing; (c) Dr. X was adamant that he had been
13 thorough and had removed all body parts, and he refused to do any further investigation
14 while proceeding to insert a intrauterine device ("IUD") in the patient; (d) a conflict arose
15 between the medical assistant and Dr. X where Dr. X eventually told the medical assistant to
16 do the body part checking herself after he left the surgical suite; (e) the medical assistant
17 obtained and used an ultra-sound machine, and with the machine, confirmed an incomplete
18 abortion by detecting the presence of remaining body parts in the patient; (f) Dr. X was
19 called back into the surgical suite where he had to remove the IUD and perform the balance
20 of the abortion surgery to proper completion; and (g) the medical assistant questioned the
21 quality of the work performed by Dr. X and the health, safety, and welfare of the patient.

22 32. On a date in mid-to-late September 2017, when Ms. Wright returned from an
23 overseas trip, Ms. Rodriguez reported to Ms. Wright the concerns, complaints and warnings
24 about Dr. X requiring the medical assistants to falsify the legally required affidavit or
25 document. Ms. Rodriguez also reported to Ms. Wright the medical assistant's
26 aforementioned complaint, concerns, and warnings about Dr. X's conduct during and after
27 the abortion surgery on the patient's twelve-to-thirteen-week-old pregnancy.

28 33. Ms. Wright agreed with Ms. Rodriguez that the medical assistants' concerns,
complaints and warnings were legitimate and a problem, and Mrs. Wright said that she
would look into the problems and get them solved.

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Third Concern, Complaint, and Warning to PPA

34. Throughout the summer months and September 2017, three (3) medical assistant complained on different dates to Ms. Rodriguez that another doctor, fictitiously named herein as "Dr. Y," was belligerent, threatening, rude, unprofessional, and uncivil with and towards the medical assistants. Dr. Y regularly accused the medical assistants of complete ignorance and incompetence, and would make comments that she would have the medical assistants fired for their allegedly poor performance.

35. Ms. Rodriguez, as a Health Center Administrator, was not spared Dr. Y's invective and also personally experienced the unprofessional and rude conduct of Dr. Y.

36. On numerous occasions, perhaps around ten different times, Ms. Rodriguez reported her and the medical assistants' complaints about the conduct of Dr. Y to PPA, including its Vice President of Patient Services, Mr. Washington. Mr. Washington told Ms. Rodriguez that he knew about, and heard about, Dr. Y's improper conduct toward staff and improper treatment of staff, that Dr. Y's conduct and treatment of staff violated PPA policies and practices, and that he would speak with Dr. Y and take corrective action.

37. PPA's Dr. Y continued with her belligerent, threatening, rude, unprofessional, and uncivil conduct, and her conduct toward other staff seemed to get worse after each time Ms. Rodriguez would complaint about Dr. Y's conduct to PPA.

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Fourth Concern, Complaint, and Warning to PPA

38. On September 15, 2017, Ms. Rodriguez learned that a manager on duty at the PPA Glendale facility was not complying with Arizona law, A.R.S. § 36-2152, regarding a minor undergoing an abortion surgery when her male partner was of majority age.

39. On that same date, Ms. Rodriguez reported this problem to Ms. Ibarra and questioned whether the matter was reportable under law and specifically sought direction from Ms. Ibarra.

40. Ms. Ibarra never responded, orally or in writing, to Ms. Rodriguez about her stated complaint, concern, and warning.

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Fifth Concern, Complaint, and Warning to PPA

41. On or about mid-September 2017, Ms. Rodriguez spoke with Ms. Ibarra about problems with PPA's daily inventory and Ms. Rodriguez's concerns, complaints, and

1 warning about staff access to a storage medicine room at a facility where Ms. Rodriguez
2 worked.

3 42. On September 19, 2017, Ms. Rodriguez followed-up in an e-mail with Ms.
4 Ibarra about problems with PPA's daily inventory and Ms. Rodriguez's concerns,
5 complaints, and warning about staff access to a medicine storage room at a facility where
6 Ms. Rodriguez worked, and that Ms. Rodriguez did not feel comfortable having the medicine
7 storage room being left wide open during work hours.

8 43. Ms. Ibarra did not respond to these communications by Ms. Rodriguez.

9 **PPA Wrongly Retaliates against Ms. Rodriguez**

10 44. Via a memo entitled "*Final Written Warning - Performance*" and dated Friday,
11 September 22, 2017, PPA, via Mr. Washington, stated to Ms. Rodriguez that it was
12 "bring[ing] to [her] attention numerous ongoing performance deficiencies as the Health
13 Center Manager for PPH's Glendale and Northeast Phoenix." The purported deficiencies
14 were about adherence to PPA financial policy and procedure issues, inventory control issues,
15 personnel and supervisory issues, alleged failure to perform daily duties, and alleged
inconsistent and inaccurate communication.

16 45. Before September 22, 2017, PPA had not given Ms. Rodriguez any prior
17 written warning about her employment performance or anything else.

18 46. Before September 22, 2017, PPA had not given Ms. Rodriguez any prior oral
19 warning about her employment performance or anything else.

20 47. Ms. Rodriguez was completely surprised, shocked, and hurt to receive PPA's
21 "*Final Written Warning - Performance*" memo.

22 48. PPA's proffered reasons, explanations, or excuses for the "*Final Written*
23 *Warning - Performance*" memo were a sham and a pre-text for retaliation in response to Ms.
24 Rodriguez making PPA aware of her foregoing concerns, complaints, and warnings about
25 PPA's on-going practices and non-reporting required by law, Dr. X's conduct and the
26 resulting substantial risk to the health, safety, and welfare of PPA patients and future
27 patients, and Dr. Y's improper conduct and behavior toward staff. The PPA's proffered
28 reasons, explanations, or excuses are further unworthy of credence as reflected in PPA's
favorable annual performance evaluations of Ms. Rodriguez, the responsibility PPA gave

1 Ms. Rodriguez over fifteen years of employment, including in 2017, and PPA recently
2 awarding her the "Employee of the Year" award for 2016.

3 49. On Friday, September 22, 2017, after receiving the "*Final Written Warning -*
4 *Performance*" memo, Ms. Rodriguez met with PPA's Human Resources Director. Ms.
5 Rodriguez told the director that the memo was factually wrong. She also reported to the
6 director that the memo was a form of harassment and a transparent attempt to punish her for
7 making known to PPA her earlier concerns, complaints, and warnings and the complaints.
8 Ms. Rodriguez explained that she was merely doing her job as Health Center Administrator,
9 protecting her co-workers, and following the applicable law. She further explained that it
10 was impossible, as a practical matter, to objectively raise the concerns with Ms. Ibarra as to
11 Dr. X and the substantial risk he presented to patient safety, health, and welfare because of
12 their longstanding relationship. PPA and Ms. Rodriguez, therefore, agreed to meet and
13 discuss on October 3, 2017, the issues arising out of the memo.

14 **PPA Wrongly Fires Ms. Rodriguez**

15 50. During the week of Monday, September 25, 2017, Ms. Rodriguez worked
16 away from her regular office in Glendale in order to help close a PPA office at another
17 location (NE Phoenix location). During her absence that entire week, Ms. Ibarra, who was
18 up from her location in Tucson, used Ms. Rodriguez' office and desk in the Glendale office.

19 51. In the evenings and during her free time, Ms. Rodriguez prepared a written
20 response to the "*Final Written Warning - Performance*" memo which addressed each of the
21 purported PPA concerns. Ms. Rodriguez provided PPA her written response, with
22 supporting documentation, on Monday, October 2, 2017.

23 52. Unbeknownst to Ms. Rodriguez because she was out of the Glendale office
24 performing work at another PPA location (i.e., the NE Phoenix location), on Friday,
25 September 29, 2017, Ms. Ibarra claimed to have discovered narcotic medication, apparently
26 from PPA's supply, in the unlocked desk of Ms. Rodriguez.

27 53. Ms. Ibarra's alleged discovery of narcotic medication was, and is, false.

28 54. The only medications on or in Ms. Rodriguez's desk were expired non-narcotic
medications temporarily held by her for transfer to PPA's purchasing department for
handling and disposal pursuant to the common, standard, routine, acceptable, and well

1 known practice at PPA, and by Ms. Ibarra, for PPA managers to hold such non-narcotic
2 medications until they were transferred to PPA's purchasing department for handling and
3 disposal. The only medications at Ms. Rodriguez' desk were non-narcotic expired birth
4 control medications, non-narcotic expired Acyclovir (an anti-viral medication used to treat
5 outbreaks of genital herpes), and a mixture of expired and usable "crash cart" non-narcotic
6 medications (i.e., epinephrine, Nyloxin, etc.) given to her by a male nurse. Ms. Rodriguez
7 did not have narcotic medications, expired or usable, on or in her desk.

8 55. On Sunday, October 1, 2017, Ms. Rodriguez returned to her Glendale PPA
9 office to work a shift after a week working packing and moving to close the PPA NE
10 Phoenix location. Ms. Rodriguez noticed that the non-narcotic medications at or in her desk
11 were missing. Ms. Rodriguez texted Ms. Ibarra if she knew anything about the missing non-
12 narcotic medication. Ms. Ibarra did not respond to the texts.

13 56. On October 2, 2017, Ms. Rodriguez texted Ms. Ibarra that she needed to
14 prepare an incident report on the missing non-narcotic medications. Ms. Ibarra promptly
15 called Ms. Rodriguez, told her that an incident report was not necessary, and that she (Ms.
16 Ibarra) had taken the non-narcotic medications, that Ms. Rodriguez did not need to worry
17 about the transfer of the same to PPA's purchasing department for handling and disposal
18 because she (Ms. Ibarra) had handled the transfer herself. Ms. Ibarra never mentioned that
19 she claimed to have found narcotic medications on or in Ms. Rodriguez' desk.

20 57. Upon information and belief, PPA did not conduct any reasonable or
21 independent investigation nor did it conduct any reasonable inquiry into the allegedly
22 discovered narcotic medication. PPA, instead, assumed that Ms. Rodriguez took the
23 purported narcotic medication and stored in her unlocked desk for her own purposes.

24 58. Between the September 29, 2017 date of the alleged discovery and October 3,
25 2017, neither PPA's Ms. Ibarra nor any other PPA management personnel spoke with Ms.
26 Rodriguez about the allegedly discovered narcotic medication.

27 59. On October 3, 2017, when she arrived at a PPA office for her previously
28 scheduled meeting with the Human Resources Director, PPA's Vice President of Patient
Services, Mr. Washington, the Human Resources Director, and Ms. Ibarra met Ms.
Rodriguez. Mr. Washington immediately fired Ms. Rodriguez.

1 60. Mr. Washington gave Ms. Rodriguez a termination letter asserting that she was
2 fired for supposedly violating PPA's Inventory Manual Section 10-Controlled Substance
3 Policy.

4 61. Ms. Rodriguez told Mr. Washington that: (a) she was out of her office the
5 entire previous week; (b) the purported narcotic medication was not hers; (c) she did not take
6 the purported narcotic medication; (d) someone else took the alleged narcotic medication and
7 put them in her desk; and (e) this was essentially a set-up by PPA to fire her for pretextual
8 and sham reasons because she had previously raised her concerns about the substantial risk
9 to patient health, safety and welfare presented by Dr. X, she had reported violations of law in
10 Dr. X's work practices regarding record keeping, violations of other law, and because she
11 had previously reported the numerous work problems created by Dr. Y's conduct toward
12 other PPA staff members.

13 62. Ms. Ibarra did not dispute or rebut a single statement made by Ms. Rodriguez.

14 63. PPA had no witness that Ms. Rodriguez took the purported narcotics or stored
15 the purported narcotics.

16 64. PPA had no evidence of any type showing that Ms. Rodriguez took the
17 purported narcotic medication or stored the purported narcotic medication.

18 65. After 15 years of valuable and loyal outstanding service to it, PPA quickly
19 removed Ms. Rodriguez from the building and informed her that she was not allowed on any
20 PPA property ever again.

21 66. PPA knew, or should have known, that firing Ms. Rodriguez was wrong.

22 67. PPA knew, or should have known, that firing Ms. Rodriguez was illegal and
23 against Arizona law and Arizona public policy.

24 68. PPA knew, or should have known, that it could and should reasonably
25 anticipate litigation for wrongfully firing Ms. Rodriguez.

26 69. PPA knew, or should have known, that one of its employees, other than Ms.
27 Rodriguez, placed the narcotic medication in her desk.

28 70. PPA knew, or should have known, that it must keep and preserve all
documents and evidence in any way related to Ms. Rodriguez, her previously reported
concerns, complaints, and warnings, and her employment termination.

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PPA Destroys Evidence of its Wrongdoing

71. After the firing, PPA informed the employees in Ms. Rodriguez's former office that they were not allowed to speak or communicate for any reason with Ms. Rodriguez. PPA further instructed the employees that Ms. Rodriguez's office was off-limits to them, and they were not to enter into the office.

72. After the firing and Ms. Rodriguez's leaving the building, PPA's Vice President of Patient Services, Mr. Washington, and the PPA Human Resources Director entered Ms. Rodriguez's former office. They began to review the documents that Ms. Rodriguez kept and stored in her office and these PPA executives intentionally destroyed (by shredding) the documents kept and stored in Ms. Rodriguez's office.

73. Ms. Rodriguez kept in her office copies of the: (a) clinician reports (required by Arizona law to be kept and reported by PPA to governmental authorities, including but not limited to A.R.S. § 36-449.03(H)(1) and § 36-2162, which documented the numerous substantial patient health complications and problems caused by Dr. X; (b) her own written log book which detailed all of the substantial patient safety, health, and welfare risks associated with Dr. X's performance of abortion surgeries on PPA patients and documenting the complication data as required by Arizona law; (c) documents relating to minors undergoing abortion surgeries and PPA not reporting required information pursuant to Arizona law, A.R.S. § 36-2152; and (d) the documents about her concerns, complaints, and warnings given to PPA and the concerns, complaints, and warning disclosed to her by other PPA staff about Drs. X and Y.

74. PPA employees saw PPA's Vice President of Patient Services, Mr. Washington, and the Human Resources Director shred the documents in Ms. Rodriguez's former office. According to one eyewitness, Mr. Washington and PPA's Human Resources Director "seem frantic to get rid of everything."

75. Upon information and belief, PPA also has destroyed or materially altered Ms. Rodriguez's employee file.

76. PPA intentionally and wrongly destroyed material evidence in order to try to protect its financial interests and other business interests, and to conceal its violations of Arizona law.

1 Complaint as though fully set forth herein.

2 84. Ms. Rodriguez had information or a reasonable belief that PPA had violated, or
3 were violating, or would continue to violate, Arizona and/or federal law as alleged above in
4 this Complaint.

5 85. Ms. Rodriguez reasonably believed that Ms. Wright, Ms. Ibarra, and Mr.
6 Washington had the authority to investigate the information, complaints, reports, warnings,
7 and refusals to act as provided to them by Ms. Rodriguez.

8 86. PPA and those persons in a managerial or supervisory position, such as Ms.
9 Wright, Ms. Ibarra, and Mr. Washington, had the authority to investigate the information
10 provided by Ms. Rodriguez and to take action to prevent the further violation of the law.

11 87. Instead of complying with the law and public policy, PPA terminated the
12 employment of Ms. Rodriguez because she: (a) had information, or a reasonable belief, that
13 PPA had violated, and was continuing to violate, the law; and (b) Ms. Rodriguez disclosed
14 such information to PPA management personnel who had the authority to investigate the
15 information and to prevent further the violations of the law and she insisted that PPA follow
16 the law while it refused to do so.

17 88. PPA terminated the employment of Ms. Rodriguez in retaliation for the
18 aforementioned whistle-blower activity in violation of A.R.S. § 23-1501(3)(c)(ii).

19 89. Ms. Rodriguez has been damaged as a direct and proximate cause of the
20 conduct of PPA.

21 90. PPA acted intentionally and/or it acted to serve its own interests and having
22 reason to know and consciously disregarding the substantial risk that its conduct might
23 significantly injure the rights of Ms. Rodriguez and others, and consciously pursued a course
24 of conduct knowing that it created a substantial risk of significant harm to Ms. Rodriguez
25 and other persons. PPA, therefore, should be required to respond to Ms. Rodriguez in the
26 form of a punitive or exemplary damage award under Arizona law.

27 **THIRD CAUSE OF ACTION**

28 **(Negligent Infliction of Emotional Distress)**

91. Ms. Rodriguez hereby incorporates by reference all prior allegations of this
Complaint as though fully set forth herein.

1 92. Defendant was negligent; the defendant's negligence created an unreasonable
2 risk of harm to Ms. Rodriguez; defendant's negligence was a cause of emotional distress to
3 Ms. Rodriguez; her emotional distress resulted in injury or illness to Ms. Rodriguez; and Ms.
4 Rodriguez has sustained or suffered damages.

5 93. PPA acted intentionally and/or it acted to serve its own interests and having
6 reason to know and consciously disregarding the substantial risk that its conduct might
7 significantly injure the rights of Ms. Rodriguez and others, and consciously pursued a course
8 of conduct knowing that it created a substantial risk of significant harm to Ms. Rodriguez
9 and other persons. PPA, therefore, should be required to respond to Ms. Rodriguez in the
10 form of a punitive or exemplary damage award under Arizona law.

11 **FOURTH CAUSE OF ACTION**

12 **(Intentional Infliction of Emotional Distress)**

13 94. Ms. Rodriguez hereby incorporates by reference all prior allegations of this
14 Complaint as though fully set forth herein.

15 95. Defendant's conduct about and toward Ms. Rodriguez was extreme and
16 outrageous.

17 96. Defendant's conduct about and toward Ms. Rodriguez was either intentional or
18 reckless.

19 97. Defendant's conduct about and toward Ms. Rodriguez caused her to suffer
20 severe emotional distress.

21 98. PPA acted intentionally and/or it acted to serve its own interests and having
22 reason to know and consciously disregarding the substantial risk that its conduct might
23 significantly injure the rights of Ms. Rodriguez and others, and consciously pursued a course
24 of conduct knowing that it created a substantial risk of significant harm to Ms. Rodriguez
25 and other persons. PPA, therefore, should be required to respond to Ms. Rodriguez in the
26 form of a punitive or exemplary damage award under Arizona law.

27 **FIFTH CAUSE OF CAUSE OF ACTION**

28 **(Negligence- Training, Policies and Investigation)**

99. Ms. Rodriguez hereby incorporates by reference all prior allegations of this
Complaint as though fully set forth herein.

1 100. Defendant owed a duty of due care and to act reasonably to Ms. Rodriguez,
2 and it breached that duty in that it acted unreasonably and inappropriately and was negligent
3 and careless (a) in firing Ms. Rodriguez for pre-textual reasons and firing her in retaliation
4 for her asserting her legal rights; (b) by failing to properly and reasonably investigate the
5 concerns, complaints, and warnings Ms. Rodriguez brought to it in a fair, objective,
6 impartial, and reasonable manner while remaining objective and open-minded; (c) by not
7 properly training its personnel to conduct investigations in a reasonable and appropriate
8 manner and to keep and preserve all material evidence used to support or justify an
9 employee's discipline, including a firing or termination; (d) by not creating and following
10 reasonable and appropriate written policies and procedures for its personnel to review,
11 adhere to, and follow regarding and during an investigation of an employee concern,
12 complaint, or warning; (e) by not properly supervising its management personnel; and (f) as
13 alleged above.

14 101. As a direct and a proximate result of such negligence and carelessness, Ms.
15 Rodriguez has suffered and sustained damages, and will continue to suffer harms and loses
16 in the future.

17 102. PPA acted intentionally and/or it acted to serve its own interests and having
18 reason to know and consciously disregarding the substantial risk that its conduct might
19 significantly injure the rights of Ms. Rodriguez and others, and consciously pursued a course
20 of conduct knowing that it created a substantial risk of significant harm to Ms. Rodriguez
21 and other persons. PPA, therefore, should be required to respond to Ms. Rodriguez in the
22 form of a punitive or exemplary damage award under Arizona law.

23 103. Ms. Rodriguez herein demands a jury trial.

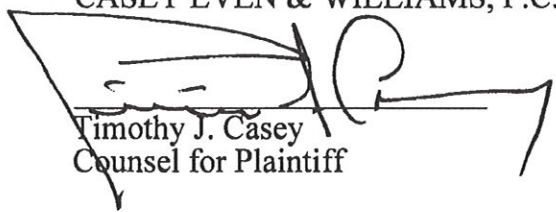
24 WHEREFORE, Plaintiff Ms. Rodriguez requests judgment against the Defendant as
25 follows:

- 26 A) For general damages in an amount deemed fair and reasonable by a jury, but
27 in any event well in excess of the minimum jurisdictional limits of this Court;
- 28 B) For special damages in an amount to be proven at trial;
- C) For all costs and attorney's fees incurred herein;
- D) For exemplary or punitive damages; and

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E) For such further relief as the Court deems just and proper.
PLAINTIFF REQUESTS A JURY TRIAL.
DATED this 31st day of October, 2017.

SCHMITT SCHNECK
CASEY EVEN & WILLIAMS, P.C.



Timothy J. Casey
Counsel for Plaintiff

ORIGINAL of the foregoing filed
this 31st day of October, 2017, with:

Clerk of Superior Court
Maricopa County, AZ
201 West Jefferson Street
Phoenix, AZ 85003

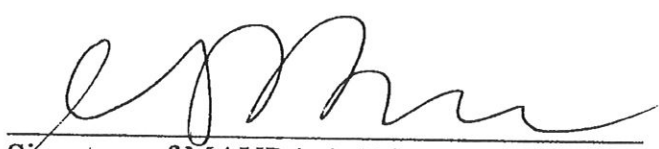
By: Eileen Henry
Eileen Henry, Paralegal
SCHMITT SCHNECK CASEY EVEN & WILLIAMS, P.C.

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RULE 80(i), A.R.C.P. DECLARATION OF PLAINTIFF MAYRA A. RODRIGUEZ

I, Mayra A. Rodriguez, declare under penalty of perjury that I have reviewed the foregoing Verified Complaint, and the factual allegations contained therein are true and correct to the best of my knowledge, information, memory, and belief, and to those matters stated upon information and belief, I believe them to be true.

Executed on (date): October 28, 2017



Signature of MAYRA A. RODRIGUEZ