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**MIRANDA MURPHY,**

Plaintiff,

v.

**PLANNED PARENTHOOD OF  
NORTHERN, CENTRAL, AND SOUTHERN  
NEW JERSEY, INC.**

Defendant.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION

ATLANTIC COUNTY

Docket No.

Civil Action

**COMPLAINT & JURY  
DEMAND**

Plaintiff, Miranda Murphy, residing in Atlantic County, New Jersey, by way of Complaint against the Defendant, Planned Parenthood of Northern, Central, and Southern New Jersey, Inc., states as follows:

**PRELIMINARY STATEMENT**

1. This Complaint alleges that Defendant, Planned Parenthood, a well-known healthcare facility and clinic, wrongfully terminated Plaintiff, Miranda Murphy, for following COVID-19 protocols by requesting reasonable accommodations for virtual work after an exposure to COVID-19 and experiencing symptoms. Defendant's actions not only violated

Plaintiff's rights but also potentially endangered public health by discouraging adherence to critical pandemic safety measures.

2. This Complaint asserts claims under the New Jersey Law Against Discrimination, N.J.S.A. §10:5-1 et seq. ("LAD") for:
  - a) Disability discrimination;
  - b) Retaliation for requesting and taking reasonable accommodations for her disability;
  - c) Failure to reasonably accommodate a disability; and
  - d) Failure to engage in a meaningful interactive process.
  
3. Additionally, this Complaint alleges common law claims for:
  - a) Wrongful discharge based on promissory estoppel;
  - b) Breach of implied contract;
  - c) Breach of the covenant of good faith and fair dealing; and
  - d) Violation of public policy (Pierce claim).

## **JURISDICTION AND VENUE**

4. The conduct giving rise to the claims described in this Complaint occurred primarily in Atlantic County, New Jersey.
5. This Court has subject matter jurisdiction over Plaintiff's claims under N.J. Const., Art. VI §3, 2 et seq., N.J.S.A. §10:5-13, and other applicable law.
6. This Court has personal jurisdiction over Defendant pursuant to N.J. Ct. R. 4:4-4 and other applicable law.
7. Venue is appropriate in this Court pursuant to N.J. Ct. R. 4:3-2, and other applicable law.

## **PARTIES AND KEY WITNESSES**

8. Plaintiff, Miranda Murphy, is a resident and citizen of New Jersey, residing in Atlantic County.
9. At all times relevant to this Complaint, Plaintiff was employed by the Defendant, Planned Parenthood of Northern, Central, and Southern New Jersey, Inc.
10. Defendant, Planned Parenthood, is a reproductive healthcare provider based in Morristown, New Jersey, with seventeen (17) centers across New Jersey, including a location in Atlantic County at 320 Ohio Ave, Absecon, NJ 08201.
11. Plaintiff was an "employee" of Defendant within the meaning of N.J.S.A. §10:5-5.
12. Defendant was the "employer" of Plaintiff within the meaning of N.J.S.A. §10:5-5.
13. The following individuals were employees of Defendant and key witnesses in this matter:
  - a) Tess Barker, Chief of Quality
  - b) Damien Berger, HR Business Partner
  - c) Triste Brooks, CEO of Medical Operations
  - d) Shawn Ekwall, Senior Vice President of Medical Operations
  - e) Shawn Gibson, COO
  - f) Christine Aquino, Senior Vice President of Medical Administration and Plaintiff's supervisor
  - g) Alexandra ("Alex") Cruz-Bandoy, Health Center Director and Plaintiff's supervisor
  - h) Kim, HR representative
14. At all relevant times, the employees of Defendant were acting in the course and scope of their employment with Defendant, as agents of Defendant, and on the basis of delegated,

express, implied, and/or apparent authority on behalf of Defendant when performing the discriminatory and illegal acts alleged herein.

## **STATEMENT OF FACTS**

### **Hiring Process & Representations of Long-Term Employment (Implied Contract & Promissory Estoppel)**

15. On June 10, 2024, Plaintiff Miranda Murphy interviewed for the Associate Health Center Director position at Planned Parenthood of Northern, Central, and Southern New Jersey, Inc. (“Defendant” or “Planned Parenthood”). She was interviewed by Tess Barker (Chief of Quality), who informed her that she was a “perfect fit” for the role and that Planned Parenthood would not be interviewing any other candidates because they wanted to move forward with hiring her immediately.
16. Plaintiff was explicitly assured that this was a long-term position and was told that she would undergo a six-month training period before officially becoming the Health Center Director at the Absecon clinic.
17. On June 20, 2024, Plaintiff participated in a second interview with Tess Barker, Damien Berger (HR Business Partner), and Alexandra Cruz-Bandoy (Health Center Director and Plaintiff’s direct supervisor). Again, they assured her that this was a long-term role, and that the third interview was merely a formality.
18. Plaintiff was told during this second interview that she would be part of Planned Parenthood for a long-term commitment and was warned that including Planned Parenthood on her resume might limit her future job opportunities due to the nature of the

work performed at Planned Parenthood clinics, particularly its involvement with abortion services.

19. On June 24, 2024, Plaintiff interviewed with Tess Barker, Triste Brooks (CEO of Medical Operations), Shawn Ekwall (Senior VP of Medical Operations), Shawn Gibson (COO), and Christine Aquino (Senior VP of Medical Administration). At this final interview, she was once again told that she was a "perfect fit" and that she was being hired for a "long-term" career opportunity.
20. The offer letter was issued the next day, June 25, 2024, with a start date of July 15, 2024 and a salary of \$80,000 per year. The letter did not explicitly state that Plaintiff was an at-will employee but did reference a six-month introductory period, which deviated from traditional at-will employment.
21. Plaintiff, recognizing that the advertised salary range for the position was \$80,000–\$90,000, inquired about a higher salary. On June 26, 2024, Damien Berger (HR) confirmed via email that Plaintiff's salary would be increased after six months of employment—a further promise that this was not a short-term or at-will position.
22. Relying on these repeated assurances, Plaintiff accepted the job offer on June 27, 2024, and, on the same day, resigned from her prior full-time healthcare job. This constituted detrimental reliance under promissory estoppel, as Plaintiff gave up a stable job based on Defendant's assurances that she would have a long-term position with an expected salary increase.

### **Plaintiff's First Week of Work & Further Assurances of Job Security**

23. Plaintiff began work on July 15, 2024, and started her six-month training process, which involved onboarding, HR meetings, shadowing, and scheduled leadership training.

24. She was introduced to staff and publicly identified as the Health Center Director-in-Training for the Absecon clinic.
25. She was provided with key fobs granting access to every Planned Parenthood clinic in New Jersey and was scheduled to attend management training at multiple locations, further reinforcing that her employment was expected to continue.
26. Supervisors, including Alexandra Cruz-Bandoy, scheduled Plaintiff for training meetings and appointments that extended beyond 90 days, further reinforcing a reasonable expectation of continued employment.
27. On July 19, 2024, Plaintiff was informed that she was scheduled to travel to Morristown for mandatory training from July 22–25, 2024, and would be staying at a hotel on July 25, 2024 for the Director’s Meeting, demonstrating that Defendant planned to integrate her into Planned Parenthood leadership.

#### **COVID-19 Exposure, Symptoms, and Requests for Reasonable Accommodation**

28. On July 21, 2024, Plaintiff developed severe COVID-19 symptoms following known exposure to the virus. She experienced high fever, persistent cough, shortness of breath, extreme fatigue, body aches, and cognitive difficulties, impairing her ability to perform major life activities such as breathing, working, and concentrating.
29. At 1:00 AM on July 22, 2024, Plaintiff texted Damien Berger (HR) asking about Planned Parenthood’s COVID-19 policy and whether she could attend her mandatory training remotely via Zoom.
30. Damien Berger responded that morning, instructing Plaintiff to stay home if she felt sick and assuring her that she would be permitted to attend the training remotely.

31. Plaintiff immediately notified Alexandra Cruz-Bandoy (her direct supervisor) at 7:08 AM on July 22, 2024, stating that she was symptomatic and awaiting further instructions.

32. Despite HR's assurances, Plaintiff was never provided with a Zoom link or any alternative means to participate in the training remotely.

33. Over the next several days, Plaintiff repeatedly requested virtual accommodations, but her requests were ignored.

### **Employer's Perception of Plaintiff as Disabled & Failure to Engage in the Interactive Process**

34. Defendant treated Plaintiff as though she had a serious, long-term illness.

35. Plaintiff was repeatedly instructed to stay home, even after testing negative for COVID-19 on July 25, 2024.

36. Plaintiff asked if she could return to work wearing a mask, but her supervisor denied this request without explanation.

37. Defendant never engaged in the interactive process to explore reasonable accommodations for Plaintiff, a direct violation of the LAD.

### **Abrupt & Unjustified Termination**

38. On July 26, 2024, Alexandra Cruz-Bandoy emailed Plaintiff a work schedule for the following week, showing that she was expected to return to work.

39. However, just hours later, Christine Aquino (Senior VP of Medical Administration) texted Plaintiff, canceling her scheduled training.

40. On July 29, 2024, at 8:30 AM, Christine Aquino and Kim (HR) called Plaintiff and abruptly fired her, without any prior warning or explanation.

41. Kim refused to provide Plaintiff with a reason for her termination, despite multiple direct inquiries.

### **Public Policy Violations & Wrongful Termination**

42. Plaintiff was terminated immediately after taking precautions to prevent the spread of COVID-19 in accordance with public health guidance.
43. Her termination violated New Jersey's public policy encouraging workplace safety, as outlined in:
  44. New Jersey's COVID-19 workplace safety regulations.
  45. CDC guidelines recommending isolation after exposure.
  46. Governor Murphy's Executive Orders reinforcing COVID-19 safety measures.
  47. Planned Parenthood punished Plaintiff for following public health protocols, constituting wrongful discharge in violation of New Jersey public policy.

### **Emotional & Financial Harm**

48. Plaintiff suffered significant financial losses, having resigned from a stable full-time job in reliance on Defendant's promises of long-term employment.
49. She has experienced severe emotional distress, including anxiety, depression, insomnia, and exacerbation of pre-existing medical conditions.
50. As a result of Defendant's unlawful discrimination, retaliation, and breach of promises, Plaintiff has suffered irreparable harm to her career and reputation.

## **LEGAL CLAIMS**

### **COUNT I**

#### **New Jersey Law Against Discrimination-Disability Discrimination in Violation of N.J.S.A. 10:5-1 et seq.**

1. All of the foregoing and subsequent paragraphs are incorporated herein by this reference as if stated here in their entirety.

2. The LAD, at N.J.S.A. 10:5-12(a), prohibits among other things, an employer from discriminating against employees on the basis of disability.
3. Defendant is the “employer” of the Plaintiff who is an “employee” of Defendant under the definitions contained within the LAD. See N.J.S.A. 10:5-5.
4. Plaintiff was, at relevant times, an employee who could and did perform her job functions satisfactorily.
5. Plaintiff had a perceived disability within the meaning of N.J.S.A. §10:5-5(q), and other applicable law.
6. Both the ADA and NJLAD afford protections to a person who does or does not have a disability, so long as she is 'perceived as' or 'regarded as' having a disability." Dennis v. Cty. of Atl. Cty., 863 F. Supp. 2d 372, 378 (D.N.J. 2012) (citing 42 U.S.C. § 12102(3)(A), N.J.A.C. § 13:13-1.3).
7. The NJLAD states specifically that:

"Disability" as used in this chapter will have the same meaning as the term "disability" is given by N.J.S.A. 10:5-5(q). "A person with a disability" also means:

1. A person who is perceived as or believed to be a person with a disability, whether or not that individual is actually a person with a disability; and
2. A person who has been a person with a disability at any time.

N.J.A.C. § 13:13-1.3.

8. Under current law, persons may be regarded as disabled under the ADA even if they "have none of the impairments covered by the ADA" so long as he is perceived to have such an impairment. *Walker v. U.S. Sec. of the Air Force*, 7 F. Supp. 3d 438, 454 (D.N.J. 2014) (quoting *Buskirk v. Apollo Metals*, 307 F.3d 160, 166 (3d Cir. 2002)) (internal brackets omitted). More importantly, "*the regarded-as analysis 'focuses...on the reactions and*

*perceptions of the persons interacting or working with him.*" *Id.* (quoting *Kelly v. Drexel Univ.*, 94 F.3d 102, 108-09 (3d Cir. 1996)) (emphasis added).

9. In the instant case, the persons working with Plaintiff did act and react as if Plaintiff was infected with COVID-19 by encouraging her to stay home, telling her not to come to work, by acquiescing to her continuing online training at home, and by saying that she could zoom into trainings although they never arranged for her to zoom in.
10. N.J.S.A. 10:5-4 prohibits discrimination in the workplace and states: "All persons shall have the opportunity to obtain employment, and to obtain all the accommodations ... without discrimination because of ... disability ... subject only to conditions and limitations applicable alike to all persons. This opportunity is recognized as and declared to be a civil right."
11. Defendant did subject Plaintiff to differential, worse, and intentionally discriminatory treatment based on her perceived disability, as set forth in the preceding and subsequent paragraphs, including not allowing her to return to work and terminating her because she was perceived as disabled.
12. As a direct and proximate cause of Defendant's LAD violations, Plaintiff has suffered damages because of it including, but not limited to: emotional distress, reputational and financial loss, back pay, and front pay.
13. The actions by Defendant also caused Plaintiff to suffer stress, unnecessarily so, which in turn caused and continues to cause anxiety, depression, sleeplessness, worry, high blood pressure, exacerbation of intestinal illness, and loss of everyday enjoyment of life.
14. Any reason proffered by Defendant for the discrimination of Plaintiff shall be shown to be pretext.

**COUNT II**

**New Jersey Law Against Discrimination-Retaliation in Violation of N.J.S.A. 10:5-1 et seq.**

15. All of the foregoing and subsequent paragraphs are incorporated herein by this reference as if stated here in their entirety.
16. The LAD makes it illegal “[f]or any person to take reprisals against any person because that person has opposed any practices or acts forbidden under this act...” N.J.S.A. 10:5-12(d).
17. Defendant is an “employer” of Plaintiff and “person” under the definitions contained within the LAD.
18. Plaintiff was perceived as having a disability within the meaning of the LAD.
19. Plaintiff engaged in protected activity known to the employer-Defendant, by requesting and/or taking the reasonable accommodation of a modified work arrangement, including virtual working while she was believed to be infected with COVID-19, following an exposure.
20. Under New Jersey regulations, reasonable accommodations include “[j]ob restructuring, part-time or modified work schedules or leaves of absence.” N.J. Admin. Code §13:13-2.5.
21. Plaintiff was subjected to adverse employment decisions, i.e., termination from employment.
22. Plaintiff’s engagement in protected activity did cause, both directly and proximately, the adverse employment actions against her, and thereby reputational and financial loss, back pay, and front pay.
23. As a result of this conduct, Plaintiff has suffered stress, unnecessarily so, which in turn caused and continues to cause anxiety, depression, sleeplessness, worry, high blood pressure, exacerbation of intestinal illness, and loss of everyday enjoyment of life.
24. Plaintiff’s protected activity was both reasonable and made in good faith.

25. Any proffered reason for these adverse employment actions against Plaintiff shall be shown to be pretext.

### **COUNT III**

#### **New Jersey Law Against Discrimination-Failure to Reasonably Accommodate a Disability in Violation of N.J.S.A. 10:5-1 et seq.**

26. All of the foregoing and subsequent paragraphs are incorporated herein by this reference as if stated here in their entirety.

27. The LAD, at N.J.S.A. 10:5-12(a), prohibits among other things, an employer from discriminating against employees on the basis of disability.

28. Plaintiff is an employee of Defendant, her employer, who had a perceived disability that was known to Defendant and its personnel.

29. Defendant is an “employer” of the Plaintiff who is an “employee” under the definitions contained within the LAD. See N.J.S.A. 10:5-5.

30. Plaintiff was qualified to perform the essential functions of her job, with or without, her requested accommodations of a modified work arrangement, including virtual work and/or facemasks. See N.J. Admin. Code §13:13-2.5.

31. Defendant failed to reasonably accommodate Plaintiff’s perceived disability by, among other things, not permitting a modified work schedule, not permitting her to wear face masks to work, and not permitting her to zoom into training.

32. Plaintiff hereby makes a failure to reasonably accommodate a disability claim under the LAD. See Royster v. New Jersey State Police, 227 N.J. 482, 500, 152 A.3d 900, 910 (2017).

33. As a direct and proximate cause of Defendant’s LAD violations, Plaintiff has suffered damages because of it including, but not limited to: emotional distress, reputational and financial loss, back pay, and front pay.

34. The actions of Defendant also caused Plaintiff to suffer stress, unnecessarily so, which in turn caused and continues to cause anxiety, depression, sleeplessness, worry, high blood pressure, exacerbation of intestinal illness, and loss of everyday enjoyment of life.
35. Any reason proffered by Defendant for its failure to accommodate Plaintiff's disability shall be shown to be pretext.

#### **COUNT IV**

#### **New Jersey Law Against Discrimination-Failure to Engage in a Meaningful Interactive Process in Violation of N.J.S.A. 10:5-1 et seq.**

36. All of the foregoing and subsequent paragraphs are incorporated herein by this reference as if stated here in their entirety.
37. The LAD, at N.J.S.A. 10:5-12(a), prohibits, among other things, an employer from discriminating against employees on the basis of disability.
38. Plaintiff is an employee of Defendant, her employer, who had a perceived disability that was known to Defendant and its employees.
39. Defendant is an "employer" of the Plaintiff who is an "employee" under the definitions contained within the LAD. See N.J.S.A. 10:5-5.
40. Plaintiff requested multiple accommodations for her perceived disability including a modified work arrangement, including virtual work. See N.J. Admin. Code §13:13-2.5.
41. The Defendant did not make a good faith effort to assist the Plaintiff in seeking accommodations.
42. The Plaintiff could have been reasonably accommodated but for the Defendant's lack of good faith.

43. Plaintiff hereby makes a failure to engage in a meaningful interactive process claim under the LAD. See Tynan v. Vicinage 13 of Superior Court, 798 A.2d 648, 657 (N.J.Super. Ct. App. Div. 2002).
44. As a direct and proximate cause of Defendant's LAD violations, Plaintiff has suffered damages because of it including, but not limited to: emotional distress, reputational and financial loss, back pay, and front pay.
45. The actions of Defendant also caused Plaintiff to suffer stress, unnecessarily so, which in turn caused and continues to cause anxiety, depression, sleeplessness, worry, high blood pressure, exacerbation of intestinal illness, and loss of everyday enjoyment of life.
46. Any reason proffered by Defendant for its failure to engage in a meaningful interactive process to accommodate Plaintiff's disability shall be shown to be pretext.

#### **COUNT V**

#### **Common Law: Wrongful Discharge in Violation of the Doctrine of Promissory Estoppel**

47. All of the foregoing and subsequent paragraphs are incorporated herein by this reference as if stated here in their entirety.
48. The elements of a promissory estoppel claim are (1) a clear and definite promise, (2) made with the expectation that the promisee will rely upon it, (3) reasonable reliance on the promise, and (4) definite and substantial detriment to the promisee. Toll Bros., Inc., et al. v. Board of Chosen Freeholders, 944 A.2d 1, 19 (N.J. 2008).
49. "Under New Jersey law, the sine qua non of a promissory estoppel claim is a clear and definite promise." Ross v. Celtron Int'l., Inc., 494 F.Supp. 2d 288, 296 (D.N.J. 2007)
50. The doctrine's purpose is to avoid the substantial hardship or injustice that would result if such a promise were not enforced. Malaker Corp. Stockholders Protective Comm. v. First

Jersey Nat. Bank, 395 A.2d 222, 232 (N.J. App. Div. 1978); see also, DeJoy v. Comcast Cable Commc'ns Inc., 968 F.Supp. 963, 992 (D.N.J. 1997).

51. The purpose of the doctrine of promissory estoppel is to compensate a party who has reasonably relied upon the promise of another. Leonardis v. Burns Int'l Sec. Svcs., Inc., 808 F.Supp. 1165, 1182 (D.N.J. 1992).
52. Plaintiff is “permitted to proceed on a theory of promissory estoppel by virtue of [her] detrimental reliance on the promise” of promotion. Peck v. Imedia Inc., 293 N.J. Super. 151, 168 (N.J. App. Div. 1996).
53. Defendant promised that Plaintiff would be given employment and a six month introductory period for that employment, a pay increase at six months, and long term employment with Planned Parenthood.
54. Defendants expected that Plaintiff would rely on these promises, and Plaintiff did reasonably rely on these promises.
55. Thus, Plaintiff detrimentally relied upon Defendant’s promise by quitting her full-time job at another healthcare provider to take a position with Defendant.
56. Plaintiff suffered substantial hardship and injustice, as she gave up a full-time job to work with Defendant and Defendant did not give her a fair chance at employment or a six month introductory period or long term employment, as promised.
57. Thus, Plaintiff has stated a claim for promissory estoppel.
58. As a direct and proximate cause of Defendant’s breach of promises, Plaintiff has suffered damages because of it including, but not limited to: emotional distress, reputational and financial loss, back pay, and front pay.

59. The actions by Defendant also caused Plaintiff to suffer stress, unnecessarily so, which in turn caused and continues to cause anxiety, depression, sleeplessness, worry, high blood pressure, exacerbation of intestinal illness, and loss of everyday enjoyment of life.

### COUNT VI

#### **Common Law: Wrongful Discharge in Violation of an Implied Contract**

60. All of the foregoing and subsequent paragraphs are incorporated herein by this reference as if stated here in their entirety.

61. “Even where an employee manual does not create an implied contract, modification of the employment-at-will status may occur through oral promises of the employer.” Mita v. Chubb Computer Services, Inc., 337 N.J. Super. 517, 525-526, 767 A.2d 989, 994, 2001 (App. Div. 2001) (citing Reynolds v. Palnut Company, 330 N.J. Super. 162, 171, 748 A.2d 1216 (App. Div. 2000)). “Testimonial evidence presented by an employee may suffice to establish that some degree of job security or protection was intended.” Id.

62. Plaintiff was given many oral assurances that she was a “good fit” with the company and did, in reliance on these assurances, quit her then-current full-time job to begin employment with Planned Parenthood.

63. Planned Parenthood represented to Plaintiff that if she worked for six months at a lower rate of pay, she would be given a higher rate of pay after six months.

64. Planned Parenthood represented that Plaintiff would have “long term” employment with them, and that she would be the Health Director of the Absecon office after she completed her training.

65. Planned Parenthood repeatedly represented to Plaintiff that she would be working for them for a long term, so convincingly in fact, that she did quit her full-time job to begin employment with Planned Parenthood.
66. Plaintiff had reasonable expectations of long-term employment.
67. Plaintiff was given many assurances of “long term” employment with Planned Parenthood which did create an implied contract, which was breached when Planned Parenthood terminated her without explanation only two weeks into her term, and after she isolated due to a COVID exposure and experiencing symptoms.
68. Whether the parties acted in a manner sufficient to create implied contractual terms is a question of fact generally precluding summary judgment. See Reynolds v. Palnut Co., 330 N.J. Super. 162, 171-72, 748 A.2d 1216 (App.Div.2000) (holding summary dismissal of breach of implied employment contract claim inappropriate where factual issue over existence of oral policy). See also Shebar v. Sanyo Business Systems Corp., 111 N.J. 276, 544 A.2d 377 (1988) and Troy v. Rutgers, 168 N.J. 354, 367 (2001) (confirming implied contract claims can be brought based on individual statements to a single employee).
69. As a direct and proximate cause of Defendant’s breached implied contract, Plaintiff has suffered damages because of it including, but not limited to: emotional distress, reputational and financial loss, back pay, and front pay.
70. The actions by Defendant also caused Plaintiff to suffer stress, unnecessarily so, which in turn caused and continues to cause anxiety, depression, sleeplessness, worry, high blood pressure, exacerbation of intestinal illness, and loss of everyday enjoyment of life.

## COUNT VII

### **Common Law: Wrongful Discharge in Violation of The Covenant of Good Faith and Fair Dealing**

71. All of the foregoing and subsequent paragraphs are incorporated herein by this reference as if stated here in their entirety.
72. Every contract contains an implied covenant of good faith and fair dealing. Wilson v. Amerada Hess Corp., 168 N.J. 236, 244, 773 A.2d 1121 (2001); Bak-A-Lum Corp. v. Alcoa Bldg. Prod., 69 N.J. 123, 129-30, 351 A.2d 349 (1976).
73. Under such a covenant, "neither party shall do anything which will have the effect of destroying or injuring the right of the other party to receive the fruits of the contract[.]" Bak-A-Lum, 69 N.J. at 129, 351 A.2d 349 (quoting Ass'n Group Life, Inc. v. Catholic War Vets. of U.S., 61 N.J. 150, 153, 293 A.2d 382 (1972)).
74. Courts have held that implied contracts contain an implied covenant of good faith and fair dealing like any other employment agreement. See Noye v. Hoffmann-La Roche Inc., 238 N.J. Super. 430, 432, 570 A.2d 12 (App.Div.), certif. denied, 122 N.J. 146, 584 A.2d 218 (1990).
75. A breach of the implied covenant of good faith and fair dealing differs from a "literal violation of a contract[.]" Bak- A-Lum Corp., 69 N.J. at 130, 351 A.2d 349; see also Richard A. Lord, Williston on Contracts § 38:12 at 423-24 (4th ed.2000) (outlining distinction between implied and express contractual conditions). "Although the implied covenant of good faith and fair dealing cannot override an express term in a contract, a party's performance under a contract may breach that implied covenant even though that performance does not violate a pertinent express term." Wilson, 168 N.J. at 244, 773 A.2d 1121 (citing Sons of Thunder, Inc. v. Borden, 148 N.J. 396, 419, 690 A.2d 575 (1997)).
76. By terminating Plaintiff two weeks into her six months of training, after she gave up another job, and after she isolated after being exposed to COVID-19 while experiencing symptoms,

Planned Parenthood acted in bad faith and breached the covenant of good faith and fair dealing.

77. As a direct and proximate cause of Defendant's breach of the implied covenant of good faith and fair dealing, Plaintiff has suffered damages because of it including, but not limited to: emotional distress, reputational and financial loss, back pay, and front pay.

78. The actions by Defendant also caused Plaintiff to suffer stress, unnecessarily so, which in turn caused and continues to cause anxiety, depression, sleeplessness, worry, high blood pressure, exacerbation of intestinal illness, and loss of everyday enjoyment of life.

### **COUNT VIII**

#### **Common Law: Wrongful Discharge in Violation of Public Policy**

79. All of the foregoing and subsequent paragraphs are incorporated herein by this reference as if stated here in their entirety.

80. The New Jersey Supreme Court has held that "an employee has a cause of action for wrongful discharge when the discharge is contrary to a clear mandate of public policy. The sources of public policy include legislation; administrative rules, regulations or decisions; and judicial decisions." Pierce v. Ortho Pharm. Corp., 84 N.J. 58, 72, 417 A.2d 505, 512 (1980).

81. Plaintiff was discharged in violation of the far reaching public policy of preventing the dissemination of COVID-19, as reflected in an abundance of public health declarations, statutes, regulations, and directives.

82. Among the many laws and directives relating to and affirming this public policy are: the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); Matter of City of Newark, 469 N.J. Super. 366, 382 (App. Div. 2021) (stating that there is a "clear national and state public policy to combat the health threats posed by COVID-19"); and remember

that during the pandemic, Governor Philip D. Murphy issued a series of Executive Orders, including stay-at-home orders (Executive Orders 102, 103, 104, et seq.). Among them, Executive Order 104 reiterates that “on March 11, 2020, COVID-19 was declared to be a global pandemic by the World Health Organization; and...on March 13, 2020, the President of the United States declared a national emergency.”

83. The New Jersey Supreme Court has also stated that “An employer's right to discharge an employee at will carries a correlative duty not to discharge an employee who declines to perform an act that would require a violation of a clear mandate of public policy...An employee who is wrongfully discharged may maintain a cause of action in contract or tort or both...An action in tort may be based on the duty of an employer not to discharge an employee who refused to perform an act that is a violation of a clear mandate of public policy.” Pierce v. Ortho Pharm. Corp., 84 N.J. 58, 72, 417 A.2d 505, 512 (1980).
84. Other New Jersey courts have opined that “the public policy of the State of New Jersey may require...that an employment at will may not be terminated by an employer in retaliation for an employee's refusal to perform an illegal act. This rule is especially cogent where the subject matter is the administration of medical treatment, an area in which the public has a foremost interest and which is extensively regulated by various state agencies.” O'Sullivan v. Mallon, 160 N.J. Super. 416, 418, 390 A.2d 149, 150 (Law. Div. 1978) (cited approvingly in MacDougall v. Weichert, 144 N.J. 380, 391–92, 677 A.2d 162, 167 (1996)).
85. Plaintiff isolated temporarily after a COVID-19 exposure, and the experiencing of symptoms, and was terminated for same in violation of the clearly established public policy of protecting the public health and eliminating the spread of COVID-19.

86. Plaintiff was an employee of Defendant, the employer, and was performing satisfactorily. Only after engaging in activities intended to promote public health did Plaintiff suffer the adverse employment action of termination.
87. As a direct and proximate result of Defendant's actions, Plaintiff has suffered damages, and losses, including, but not limited to monetary losses, income, benefits, and other privileges of employment.
88. Defendant does not have a good faith, legitimate business reason for its decision to terminate Plaintiff, and if it proffers one, it is manufactured and put forth to disguise the real reason, i.e., wrongful discharge and retaliation.

### **PRAYER FOR RELIEF**

**WHEREFORE**, these premises considered, Plaintiff requests this court enter judgment in her favor on all counts and specifically:

1. Award Plaintiff compensatory damages for all monetary and financial losses, including (but not limited to): past and future loss of income and benefits of employment, lost career and business opportunities and advancement, and other past and future pecuniary losses in an amount to be determined by an enlightened jury;
2. Award Plaintiff compensatory damages for non-pecuniary injuries including (but not limited to): emotional stress, anxiety, shame, embarrassment, humiliation, powerlessness, and indignity, in an amount to be determined by an enlightened jury;
3. Award Plaintiff exemplary and punitive damages in an amount to be determined by an enlightened jury;
4. Award Plaintiff reasonable attorneys' fees and costs of this action, including expert fees, and other fees and costs permitted by law;

5. Award Plaintiff other monetary damages to which she may be entitled to under law;
6. Award Plaintiff appropriate pre-judgment and post-judgment interest; and
7. Award Plaintiff such other relief, including equitable relief and costs, as may be appropriate, fair, and just.

### **DESIGNATION OF TRIAL COUNSEL**

Michelle J. Douglass, Esq., and Philip S. Burnham, II, Esq. are hereby designated as trial counsel in the above-captioned matter.

### **CERTIFICATION OF NO OTHER ACTIONS PURSUANT TO RULE 4:5-2**

I certify that the dispute about which I am suing is not the subject of any other action pending in any other court or a pending arbitration proceeding to the best of my knowledge and belief. Also, to the best of my knowledge and belief no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this complaint, I know of no other parties that should be made a part of this lawsuit. In addition, I recognize my continuing obligation to file and serve on all parties and the court an amended certification if there is a change in the facts stated in this original certification.

### **CERTIFICATION OF COMPLIANCE WITH R. 1:38-7(c)**

I certify the Confidential Personal Identifiers have been redacted from documents now submitted to the Court, and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

### **NOTICE OF LITIGATION HOLD**

The parties are hereby required to preserve all physical and electronic information that may be relevant to the issues to be raised, including but not limited to, Plaintiff's employment, to Plaintiff's cause of action, and/or prayers for relief, to any defenses to same, and pertaining to any

party, including but not limited to, electronic data storage, close circuit TV footages, digital images, computer images, cache memory, searchable data, emails, spreadsheets, employment files, memos, text messages and any and all online social or work related websites, entries on social networking sites (including, but not limited to, Facebook, Twitter, LinkedIn, etc.,) and any other information and/or data and/or things and/or documents which may be relevant to any claim or defense in this litigation.

Failure to do so may result in separate claims for spoliation of evidence and/or for appropriate adverse inferences.

The obligation to preserve evidence begins when a party knows or should have known that the evidence is relevant to future or current litigation. You are on notice of litigation and therefore have an obligation to suspend your routine document retention/destruction policy and put in place a ‘litigation hold’ to ensure preservation of relevant documents.” Failure to do so has been found to be ‘grossly negligent’ and may subject you to punishment.

### **JURY DEMAND**

The plaintiff hereby demands a trial by jury on all of the triable issues of this complaint, pursuant to New Jersey Court *Rules* 1:8-2(b) and 4:35-1(a).

Respectfully submitted,

**BURNHAM DOUGLASS**

Attorneys for Plaintiff, Miranda Murphy

/s/ Michelle J. Douglass  
Michelle J. Douglass, Esq.

/s/ Philip S. Burnham, II  
Philip S. Burnham, II, Esq.

Date: February 28, 2025