IN THE IOWA DISTRICT COURT FOR MITCHELL COUNTY

MARK HAGANMAN, D.O., F.A.A.F.P. Plaintiff, v. MITCHELL COUNTY REGIONAL HEALTH CENTER, MERCYONE, and SHELLY RUSSELL (Individually), Defendants.	PETITION AT LAW _____

COMES NOW, the Plaintiff, Mark Haganman, D.O., F.A.A.F.P. by and through the undersigned legal counsel, Charlie Wittmack, and states the following for his cause of action against the Defendants, Mitchell County Regional Health Center ("MCRHC"), Mercy Medical Center – North Iowa, an operating division of Mercy Health Services – Iowa, doing business as MercyOne ("MercyOne"), and Shelly Russell, in her individual capacity ("Ms. Russell"):

INTRODUCTION

1. For twenty-seven years, Dr. Mark Haganman practiced family medicine pursuant to a Physician Services Agreement with MercyOne and was staffed at Mitchell County Regional Health Center in Osage, Iowa. After the onset of the COVID-19 pandemic in 2020, Dr. Haganman led an effort to make safe respiratory evaluation and testing available to the citizens of Mitchell County through a comprehensive initiative developed through the collaboration of key community stakeholders and largely paid for through the philanthropy of Dr. Haganman (the "Provider Plan"). MCRHC CEO, Shelly Russell, and MCRHC physician, Dr. Benson Hargens,

resisted the Provider Plan; and instead, implemented a plan that would benefit Dr. Hargens financially, while violating numerous state laws and public health directives. On November 3, 2020, Dr. Haganman was terminated in retaliation for raising concerns that the Russell Plan was in violation of law and not in the public interest. In the weeks following the implementation of the Russell Plan and Dr. Haganman's termination, COVID-19 cases skyrocketed in Mitchell County. By mid-November, Mitchell County was listed as one of the worst counties in Iowa, and one of the worst counties in the entire United States for COVID-19 infection. Between Dr. Haganman's November termination and Christmas, 25 people died of COVID-19 in Mitchell County.

PARTIES, JURISDICTION, AND VENUE

2. Plaintiff, Mark Haganman, D.O., F.A.A.F.P. (hereinafter "Dr. Haganman" or "Plaintiff") is an individual and resident of Osage, Iowa in Mitchell County.

3. Defendant, Mercy Medical Center – North Iowa, is an operating division of Mercy Health Services – Iowa, a nonprofit corporation organized pursuant to the laws of the State of Delaware, and now doing business as MercyOne ("MercyOne").

4. Defendant, Mitchell County Regional Health Center ("MCRHC" or the "Health Center") is a public county hospital located in Osage, Iowa, and was established pursuant to Iowa Code Chapter 347.

5. MCRHC is controlled by a board of trustees elected by Mitchell County voters pursuant of Iowa Code § 347.9 (the Trustees).

6. The Trustees have all the power delegated to them by the Iowa Code Chapter 347.

7. Defendant, Shelly Russell, is an individual and resident of Mitchell County, Iowa.

8. Russell is the CEO of MCRHC.

9. Venue is proper in the Iowa District Court in and for Mitchell County, Iowa pursuant to Iowa Code § 616.14.

10. The amount in controversy exceeds the jurisdictional amount.

11. The Iowa District Court in and for Mitchell County has jurisdiction over Defendants.

FACTS COMMON TO ALL COUNTS

Dr. Haganman

12. Dr. Haganman restates and realleges the above paragraphs as if fully set forth herein.

13. Dr. Haganman is a family practice physician who has been working in Mitchell County, Iowa for nearly thirty years.

14. Dr. Haganman received his initial Board Certification in Family Medicine in 1993 and has continued to be Board Certified since. He is certified in Advanced Trauma Life Support, Comprehensive Advanced Life Support, Advanced Cardiac Life Support, and Pediatric Advanced Life Support. In addition, he is a registered medical examiner on the Federal Motor Carrier Safety Administration's National Registry of Certified Medical Examiners.

15. Dr. Haganman provides "full spectrum care" which means that he provides a variety of health care services to people of all ages in Mitchell County.

16. Dr. Haganman's practice is multigenerational. He treats parents and their children, grandparents and their grandchildren, and increasingly, great-grandparents and their great-grandchildren; as well as siblings, aunts, uncles, and the entire myriad of modern families.

17. As a multigenerational practitioner, Dr. Haganman has assisted families through the entire circle of life, including labor and delivery[1], well visits and vaccinations, traumas and illness, athletic events and work injuries, and serious chronic illness and end-of-life issues.

18. Dr. Haganman's practice allows him to treat his patients where they are, which means he has provided services in the hospital setting (including the clinic, operating room, emergency room, and obstetrics ward), in the community (at the county jail, on athletic fields, and at community events), and at patients' places of residence (including private homes, nursing homes, and assisted living centers).

19. Because of the depth, breadth, and duration of his medical practice, Dr. Haganman has been with families through many of the most significant milestones in their lives. As a result, he has developed a unique closeness and bond with his patients, their families, and the community at large.

20. Over the past several decades, Dr. Haganman's workday has become relatively routine. He meets with patients in the Clinic from 7:00 AM to 5:00 PM with a twenty-minute break for lunch from 1:20 – 1:40. He makes his rounds at the hospital before or after his clinic. He has call as frequently as one in two nights, and as infrequently as one in five. Dr. Haganman routinely works twelve-hour days, that occasionally stretch much longer into the late night or early morning depending on the needs of his patients and the demands of the emergency department. In a typical week, he works 65-80 hours.

21. Dr. Haganman provides medical services to the citizens and residents of Mitchell County through two separate employment contracts and as a volunteer.

[1] Dr. Haganman performed labor and delivery services until the end of 2007, when MCRHC stopped providing those services.

22. Since he began his work in Mitchell County in 1993, Dr. Haganman has been primarily employed by MercyOne (and its predecessor organizations) and assigned by MercyOne to provide services at Mitchell County Regional Health Center pursuant to a Physician Services Agreement between Dr. Haganman and MercyOne (the "MercyOne Agreement", a copy of which is attached as *Exhibit 1*).

23. The great majority of Dr. Haganman's work is performed pursuant to the MercyOne Agreement.

24. Dr. Haganman's secondary employment agreement is with Mitchell County Regional Health Center, which has contracted with Dr. Haganman directly to provide certain services that are in addition to the services provided by MercyOne, including emergency department coverage (the "MCRHC Employment Agreement", a copy of which is attached as *Exhibit 2*).

25. Dr. Haganman also provides medical services to the community on a voluntary basis.

26. Dr. Haganman is a highly trusted and respected physician in Mitchell County.

27. In 2015, Dr. Haganman was named Physician of the Year by the Iowa Academy of Family Physicians.

Mitchell County and Mitchell County Regional Health Center

28. Mitchell County is a rural county in north-central Iowa with a population of approximately 10,500.

29. Mitchell County Regional Health Center is a critical access hospital, which provides all its services under one roof, including: clinic, in-patient hospital, emergency room,

cardiac rehabilitation, pulmonary rehabilitation, outreach specialty clinic, surgical clinic, operating room, pharmacy, cardiac stress testing, and swing bed / skilled care.

30. MCRHC's goal is to provide high-quality, patient-focused care, for most issues.

31. However, because MCRHC has limited resources and staff, it is not a comprehensive care center and is not intended to be a comprehensive care center.

32. Accordingly, individuals who are unable to be safely or effectively treated at MCRHC are transferred to one of the regional hospitals in the area.

33. As a county hospital, MCRHC is managed by a Board of Trustees that are elected by the citizens and residents of Mitchell County.

34. Jon Koster is the current Board Chair and served in that capacity at all times material hereto.

35. Defendant Shelly Russell is the current CEO and served in that capacity at all times material hereto.

36. Mitchell County Regional Health Center is party to an agreement with MercyOne, pursuant to which MercyOne provides professional medical services to MCRHC through a medical team that includes a team of Family Physicians, one Doctor of Podiatric Medicine, one Doctor of Optometry, and various supporting health care professionals and administrators (the "Professional Services Agreement" or "PSA", a copy of which is attached as *Exhibit 3*).

Dr. Benson Hargens

37. Dr. Benson Hargens is the most recent addition to the medical staff at Mitchell County Regional Health Center, having joined the hospital after completing his residency in 2018.

38. Dr. Hargens was recruited to practice at Mitchell County Regional Health by Russell, who enticed him to join the hospital team based on promise that they would help him create a lucrative medical practice.

39. As explained further below, after Dr. Hargens joined MCRHC, Russell worked to oust Dr. Haganman, forcing a large number of Dr. Haganman's established patients to be reassigned to Dr. Hargens, resulting in a significant financial windfall to Dr. Hargens.

The Pandemic

40. On December 31, 2019, the World Health Organization released a bulletin announcing that dozens of people in Wuhan, China were being treated for pneumonia from an unknown source. Many of those sickened had visited a live animal market in Wuhan.

41. On January 11, 2020, Chinese state media reported the first death from the novel coronavirus, a 61-year-old man who had visited the live animal market in Wuhan.

42. On January 21, 2020, a man in Washington state was confirmed to be the first known person with the novel coronavirus in the United States.

43. On January 30, 2020, the World Health Organization declared a "public health emergency of international concern."

44. In February and March, the pandemic continued to expand across the globe and in the United States.

45. On March 13, 2020, President Trump declared a national emergency.

46. By March 17, 2020, the coronavirus was present in all 50 states and the first domestic "shelter in place" order was issued in northern California in an effort to stop the rapid spread of the virus.

The Coronavirus in Mitchell County

47. Around this time, the medical staff at Mitchell County Regional Health Center began concentrating on emergent pandemic planning.

48. The medical staff agreed that the Mitchell County Regional Health Center was ill-equipped to deal with the complexities of a highly contagious respiratory pathogen, such as the coronavirus. Because all services are rendered to the public under one roof at MCRHC, the medical staff understood that the treatment of individuals suspected of having contracted COVID-19 in the hospital or clinic could quickly create an environment where MCRHC could become a super spreader.

49. Because MCRHC is not intended to be a comprehensive care center, it lacks most of the critical safety features that help prevent the spread of disease, including HEPA filtration, rooms with negative air pressure, isolation rooms with sufficient air changes and direct exhaust, and other features.

50. Accordingly, the MCRHC medical staff agreed that the best approach for Mitchell County would be to create an off-site respiratory clinic where individuals suspected of having contracted COVID-19 could be evaluated, tested, and ultimately referred to a medical center outside Mitchell County which would have more advanced capabilities and be better equipped to provide appropriate care.

51. Key county stakeholders came together to form an Emergency Operations Center (the "EOC"). The EOC was comprised of representatives from public health, emergency preparedness, the superintendent of Osage School District, and a representative from the medical staff at Mitchell County Regional Health Center.

52. CEO, Shelly Russell, requested that her friend, Dr. Hargens, serve as the representative of MCRHC.

53. In late March, the EOC established the first off-site respiratory clinic for Mitchell County.

54. The off-site clinic was located at the Mitchell County Fairgrounds in a modest steel building with no insulation and portable kerosene heaters.

55. In the days and weeks that followed, the seriousness of the pandemic became more fully understood, and Dr. Hargens' interest in being part of the solution quickly deteriorated.

56. At an informal meeting at the Fairgrounds off-site in early April, Dr. Hargens became belligerent and hysterical, shouting at the EOC team about his concerns of contracting the virus, taking it home to his family, and the possibility of being forced to live in a camper.

57. After this outburst, Dr. Hargens signed out his medical role on the EOC to nurse practitioner, Stephanie Taets, ARNP.

58. Dr. Hargens said that he would not be back to an EOC meeting and would support whatever recommendations Taets made.[2]

59. Thereafter, Stephanie Taets heroically and compassionately managed the off-site clinic for the next several months as the cases continued to grow in Mitchell County.

Planning for the Future

60. By the end of June, the medical staff at MCRHC became increasingly convinced that the coronavirus was not going to quickly disappear and knew that they needed to prepare for an extended battle, with a summer, fall, and winter of increasing caseloads.

[2] As discussed further below, Dr. Hargens did eventually reconsider this decision and return to the EOC.

61. In June, the providers and the hospital administration (known as the "Provider Team") began meeting regularly to plan for the difficulties that were anticipated to lay ahead (the "Provider Team Meetings").

62. On a weekly basis, the Provider Team would discuss issues and concerns, identify potential solutions, and discuss the solutions at regularly scheduled work sessions.

63. During these meetings, the Provider Team would review existing and emerging public health directives to ensure that their proposed solutions were consistent with Iowa and Federal law, and with the guidelines and recommendations being promulgated by the relevant authorities.

64. The proposed actions would then be adopted by a formal roll-call vote.

65. On July 7, the Provider Team established the following uniform goals to help inform and shape their decision-making process:

a. Provide for the safety of patients and staff;

b. Ensure that patients have confidence that MCRHC is a safe place to receive health care;

c. Have the ability to accommodate an increase in patient volumes due to COVID-19;

d. Expand testing hours in collaboration with Mitchell County Public Health; and,

e. Open weekend hours for COVID-19 testing.

66. The Provider Team also discussed the fact that the best way to achieve these goals was to continue providing COVID-19 testing and evaluation through an off-site location.

67. By mid-July, it was becoming more obvious that in addition to creating a health crisis, the pandemic was also creating a financial crisis for healthcare systems as the number of patient encounters dropped dramatically and most non-essential medical services were cancelled.

68. This reduction in patient encounters was felt acutely by Dr. Hargens who had only recently started his practice; and as such, was less financially able to withstand a reduction in pay.

69. As the financial pressure began to mount on Dr. Hargens, the concerns that he had previously expressed for his family, the hospital staff, his patients, and the community began to subside, and he began to seek out ways to recover some of the income he previously enjoyed.

70. At the time, Dr. Hargens' practice consisted of primarily acute care visits which are typically walk-in cases that arrive at MCRHC either without scheduling or with same day scheduling.

71. In order to benefit financially, Dr. Hargens needed to continue to see these acute care patients while also seeing individuals suspected of having COVID-19.

72. Seeing both types of patients would only be possible for Dr. Hargens if both groups of patients were at the same location.

73. By July, Dr. Hargens began discussing his financial concerns with MCRHC CEO, Shelly Russell.

74. Then, at the July 20 Provider Meeting, Dr. Hargens began to advocate for having an "on-site" COVID clinic at MCRHC – a possibility Dr. Hargens had strenuously and vocally objected to a few months earlier.

75. In response to Dr. Hargens suggestion, the team reviewed various options for testing and evaluation, the protocols that were being employed by other critical access hospitals and clinics in the region, and the guidelines provided by the State of Iowa, the CDC, and CMS.

76. During this discussion, the consensus of the team was to continue with an off-site clinic.

77. However, the group recognized that the off-site clinic at the Fairgrounds had limitations as it was uninsulated and unable to be improved.

78. At this point, Dr. Haganman informed the Provider Team that he owned a commercial building four blocks from MCRHC that could be utilized for an off-site clinic on a long-term basis, and which could be staffed by the nurse practitioner who had been operating the off-site clinic, Stephanie Teats, Dr. Hargens, or any other members of the MCRHC medical staff.

79. Dr. Haganman had been studying the scholarship emerging from the pandemic and had concluded that his building could be adapted to meet the needs of the moment and provide a low-risk, state-of-the art facility for use by Mitchell County.

80. At the time, the building was in a state of serious disrepair, but Dr. Haganman indicated that he would be willing to completely remodel the structure to provide an off-site facility for respiratory screening and testing for COVID-19.

81. Furthermore, Dr. Haganman indicated that he was willing to pay for the required remodel personally and would be willing to provide use and access to Mitchell County free of charge.

82. Dr. Haganman viewed this gift as an expression of gratitude and appreciation to the community that had given him such a rewarding career over nearly three decades.

83. As a physician, he also felt an obligation to find solutions to a previously unimaginable situation.

84. Dr. Haganman's offer was purely philanthropic and provided no economic benefit to Dr. Haganman, either directly or indirectly.

85. Furthermore, Dr. Haganman was not scheduled to work at the off-site clinic unless the cases grew so great that his involvement was required.

86. After thoroughly discussing the possibilities, the providers took a roll-call vote, voting in favor of continuing with the off-site clinic, and doing so at Dr. Haganman's insulated building.

87. The only vote in favor of the on-site clinic was Dr. Hargens.[3]

88. After the proposal passed, Dr. Haganman began the remodeling project, investing hundreds-of-thousands of dollars in the facility, with the goal to open by October 1.

The Disinformation Campaign

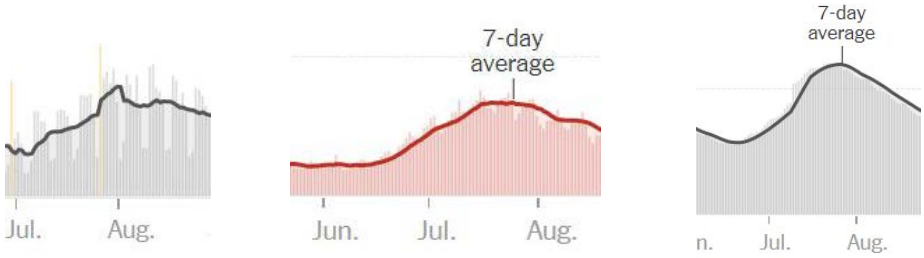
89. As the Provider Team began to focus on providing safe treatment options and better serving the community, Shelly Russell, MCRHC CEO, and Jon Koster, MCRHC Board Chair, began a campaign to downplay the seriousness of the pandemic.

90. In July, MCRHC Board Chair, Jon Koster, MCRHC CEO, Shelly Russell, and Dr. Hargens began to publicize information about the pandemic that was untrue and misleading.

91. For example, on July 7, Koster posted on Facebook that the number of COVID-19 deaths was going down. In reality, the number of deaths was increasing at a dramatic rate, as was the number of new cases, and the number of required hospitalizations.

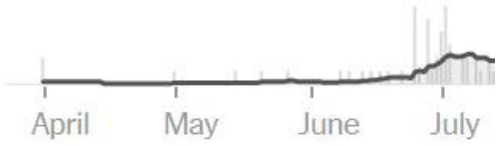
[3] In the meeting minutes, Dr. Haganman was recorded as having voted in favor of the on-site clinic. Because the group was considering using real estate that he owned, he felt it would be improper to vote for his own plan. Dr. Haganman felt that if his plan were adopted without his vote, it would remove any conflict, real or implied.

NEW DEATHS BY DAY **NEW CASES BY DAY** **NEW HOSPITALIZATIONS BY DAY**



92. In Mitchell County alone, there had been as many new cases in the week immediately prior to Koster's Facebook post as there had been in the entire prior three-month period combined.

NEW CASES IN MITCHELL COUNTY:



93. In the same post, Koster stated that Hydroxychloroquine was a "very effective and safe" treatment for Covid19, which was also known to be false. Nearly three weeks earlier, the FDA withdrew its emergency use authorization for hydroxychloroquine as a treatment for coronavirus, and a mere three days earlier, the World Health Organization had discontinued a clinical trial after determining that there was "no reduction in mortality" and some "associated safety signals" with the drug.

94. On the following day, July 8, Koster made additional jokes about the growing seriousness of the pandemic while posting that he was using his wife's thong underwear as a face mask.

95. Koster's public comments were the cause of grave concern to Dr. Haganman.

96. Dr. Haganman began to realize that the combination of Koster, as Board Chair, with Russell, as CEO, and Dr. Hargens as a staff physician, was creating a dangerous sphere of

influence that risked seriously jeopardizing the health and safety of the citizens of Mitchell County.

97. Dr. Haganman also became increasingly concerned that Koster, Russell, and Hargens were committed to healthcare strategies that did not place public health concerns and employee safety at the forefront, and which did not follow Iowa law, or the guidelines and recommendations promulgated by the relevant authorities.

98. In response to his concerns, Dr. Haganman renewed his efforts to educate members of the Board of Trustees, Russell, and Hargens about the rules, regulations, and guidelines being promoted and promulgated by public health experts, including the State of Iowa, CDC, CMS, and others.

99. As Dr. Haganman's educational efforts continued, Koster, Russell, and Hargens increasingly saw Dr. Haganman as an impediment to their personal goals and financial ambitions.

100. During a provider meeting on July 29, Dr. Hargens, again advocated for a plan to return patients to MCRHC. In support of his plan, Dr. Hargens argued that pediatric patients under the age of 10 do not transmit the virus and would pose no risk to the healthcare community at MCRHC – a statement which was known to be false.

101. Dr. Hargens' opinion appears to have been based on his misunderstanding of research regarding the risks of healthy children engaging with other healthy children during in-person learning, and not the possibility of mixing potentially sick children with a patient population with suppressed immune systems in a hospital setting.

102. Dr. Haganman responded to Dr. Hargens' statements by again reviewing guidelines from the CDC and CMS and reminding the group that during times of crisis and uncertainty it is even more important to practice "evidence-based medicine."

103. By mid-September, Dr. Hargens' financial situation was growing increasingly dire.

104. Dr. Hargens' direct patient volume for July, August, and September was down 452 visits from the same period one year earlier.

105. The salary guarantee that had been provided to Dr. Hargens by MercyOne had also expired.

106. Accordingly, at the September 16, 2020 Provider Meeting, Dr. Hargens extensively discussed his feelings about the respiratory clinic and indicated a desire to begin working with respiratory patients.

107. Around this time, Russell and Hargens began crafting a strategy to bring the COVID clinic inside MCRHC.

108. Russell also sought approval of the plan from MCRHC Board Chair, Koster.

The October 12 Meeting

109. On October 12, 2020, MCRHC CEO Shelly Russell called a Provider Team Meeting.

110. The meeting was unusual in that it was out of sequence with the typical process that had been followed since the onset of the pandemic and was scheduled without any prior group discussion or work session.

111. During the meeting, Russell began laying out the plan that had been orchestrated behind the scenes by Hargens and Russell, to move the COVID clinic to a new on-site location at MCRHC (the "Russell Plan").

112. During their comments, they made numerous statements that were untrue and inaccurate, and often contrary to their own prior statements, including:

a. stating that "patients aren't happy being evaluated at the off-site respiratory center," which was irrelevant (patient inconvenience should not be a primary consideration when trying to stop the spread of disease) and untrue (95% of the individuals who had used the off-site expressed a positive experience);

b. stating that "we can determine over the phone who is sick and who is not," which is not an accepted method of clinical evaluation;

c. stating that the "infection control [team] was learning along the way," when in fact the infection control nurse of MCRHC stated that she had "walked every step of the facility and had determined that there was no safe location to have a COVID clinic";

d. stating that "everyone else was doing it this way," which was untrue; and,

e. stating that "no other clinic had been affected by on-site testing," which was untrue.

113. All the concepts proposed were being discussed for the first time, were inconsistent with the previously established uniform goals of the July 7 meeting and lacked proper vetting.

114. More importantly, the concepts presented were contrary to the rules, regulations, and guidelines provided by the State of Iowa, the Center for Disease Control (CDC), the Centers

for Medicare & Medicaid Services (CMS), the National Institute of Health (NIH), and the Department of Health and Human Services (DHS).

115. In response to the Russell Plan, Dr. Haganman again provided an overview of the science, including the benefits of the current Provider Team's existing plan, the medical staff's uniform goals of July 7, and the medical and public health problems with Russell's Plan.

116. Russell then presented a written ballot with four new options for the operational model of the respiratory clinic.

117. This was the first time in the history of MCRHC's Provider Team Meetings that a vote would be taken by secret ballot.

118. Dr. Hargens did not submit a ballot – seemingly suggesting that the two had previously coordinated the activities that had unfolded at the meeting and that Russell was already aware of Hargens' vote.

119. After the ballots were collected, Dr. Haganman asked that the results be announced.

120. Russell declined to share the votes and instead indicated that she had additional ballots in her office that needed to be added to the count and stated her intention to tally the votes in private.

121. At this point, Dr. Haganman and others realized that the meeting and the vote was a sham.

122. Approximately thirty minutes later, Russell sent an email to the team indicating that a new on-site clinic would be opened within MCRHC, creating potential health risks to patients, staff, and the community, but financially benefiting MCRHC and Dr. Hargens – who would immediately take over the operation of the clinic once it was moved on-site.

Dr. Haganman Voices Concerns

123. Upon receiving the notice of Russell's intention to bring patients suspected of having COVID-19 into the hospital, Dr. Haganman immediately began reaching out to other stakeholders to educate them about the risks of the Russell Plan and attempt to have this decision reversed.

124. Dr. Haganman's concerns with the Russell Plan included that the plan would:

a. violate established public health practices;

b. create an unsafe work environment;

c. violate the rules and regulations of the Occupational Safety and Health Administration (OSHA);

d. violate guidelines of the Center for Disease Control (CDC);

e. violate the rules and regulations, and guidelines, promulgated by the Centers for Medicare and Medicaid Services (CMS);

f. violate guidelines provided by the National Institute of Health (NIH);

g. violate guidelines provided by the Department of Health and Human Services (DHS); and,

h. violate Iowa law.

125. In the days and weeks that followed, Dr. Haganman contacted numerous individuals to discuss his concerns and attempt to have the decision reversed, including members of the MCRHC Board of Trustees, members of the medical staff at MCRHC, an executive at MercyOne, and MCRHC CEO, Shelly Russell.

126. On October 23, 2020, Dr. Haganman met with MCRHC CEO Shelly Russell and MercyOne Senior Vice President, Dr. Teresa Mock, to discuss his concerns.

127. During his meeting with Russell and Dr. Mock, Dr. Haganman pled that the on-site clinic be reevaluated and outlined his concerns with the concept of having an on-site clinic, the potential pitfalls that an on-site clinic would create, the dangers that it would cause to patients and employees, the community perception of how the administration and medical staff are managing the pandemic, the risk and loss of trust of the community, and the possibility of the hospital/clinic becoming the next super-spreader.

128. Critically, Dr. Haganman also informed Russell and Dr. Mock that the Russell Plan violated Iowa law because: the plan being implemented by MCRHC was not the plan that had been presented to and approved by the State Fire Marshall; the plan being implemented by MCRHC was not the plan that had been presented to and approved by the Department of Inspections and Appeals; and the plan was not in compliance with the April 9, 2020 PPE Shortage Order of the Iowa Department of Public Health.

129. A few days later, on October 27, the practitioner who had been primarily responsible for the design and operation of the COVID clinic since the outbreak, Stephanie Taets, ARNP, sent a message to Russell raising concerns about the lack of transparency in the decision-making process and the associated risks and hazards that accompanied the decision.

130. The next day, on October 28, the Mitchell County Public Health Nurse requested that Dr. Hargens no longer be permitted to participate in the Emergency Operations Center because, as she stated, it is “very clear he does not have the same goals as Public Health for our community during this COVID19 Pandemic and this would not be a good fit for the EOC meetings.”

Dr. Haganman's Termination

131. On the same morning, October 28, 2020, after a busy Emergency Room night filled with individuals showing a myriad of COVID-19 complications, Dr. Haganman sent an email noting that it was likely that MCRHC would soon be forced to admit COVID-19 cases and again pleaded to Russell and the medical staff to assemble and immediately review the on-site plan.

132. Later that day, Russell sent a memo to MercyOne demanding that "Mercy immediately remove Dr. Haganman from his position at MCRHC."

133. In support of this demand, Russell made five allegations about Dr. Haganman which were misstated, misleading, irrelevant, and/or untrue.

134. Furthermore, Russell demanded that MercyOne terminate Dr. Haganman without an investigation into Russell's allegations, without a written report of MercyOne's findings, without offering a plan of correction to Dr. Haganman, and without the required opportunity for improvement by Dr. Haganman – all of which is explicitly required by the parties' PSA.

135. Russell apparently took this broad and extreme action without authorization of the MCRHC Board of Trustees, who did not meet to discuss the topic until October 29.

136. On October 29, after already having demanded that MercyOne terminate their employment relationship with Dr. Haganman, and already having demanded that MercyOne breach their agreement with MCRHC to do so, Russell offered up a variety of false and misleading statements about Dr. Haganman to the Board of Trustees and demanded that the Board of Trustees approve her prior actions in a closed session.

137. Based on the false statements made by Russell and led by Board Chair, Koster, the Board of Trustees voted to terminated Dr. Haganman after twenty-eight years of service.

138. The very next day, on October 30, 2020, Mercy Mason City was overwhelmed with COVID-19 cases and notified MCRHC and other critical access hospitals that they should be preparing to admit patients with COVID-19.

139. On Monday, November 2, the respiratory clinic was moved back to MCRHC from the off-site location.

140. Dr. Hargens took over the oversight of the respiratory clinic, treating patients suspected of having COVID-19 for the first time since the pandemic began.

141. On November 3, 2020, Dr. Haganman was notified of his termination from MercyOne and MCRHC after 28 years of service.

142. MercyOne Senior Vice President, Dr. Teresa Mock, appeared in Dr. Haganman's office to deliver the news of his termination.

143. In one final plea, Dr. Haganman diagramed the most dire aspects of the Russell Plan, pointing out that there is no removable plastic barrier protection between the COVID-19 clinic and the remainder of the facility, no safe passage for patients, that two of the six exam rooms are external, that no HEPA filtration is present, that there is no negative air pressure in the exam rooms, and that the air from the rooms circulates directly into the main distribution plant and could be circulated throughout the hospital.

144. Dr. Haganman again notified Dr. Mock that the plans that had been submitted to the Department of Inspections of Appeals, Rural Health Clinic and the State Fire Marshall were not the plans being utilized by MCRHC.

145. Dr. Mock stated, "I hate this. Mark this is wrong. Really wrong" and began to cry.

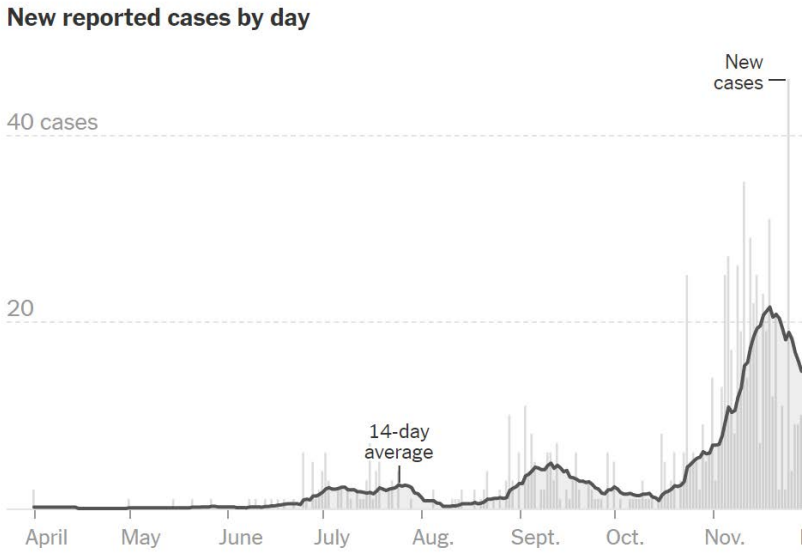
146. Twenty minutes later, CEO Shelly Russell appeared in Dr. Haganman's office with an additional letter of termination from MCRHC and asked Dr. Haganman for his ID Badge Key.

COVID-19 Cases Peak in Mitchell County

147. Within two weeks of Dr. Haganman's termination, COVID-19 cases in Mitchell County were doubling every three days.

148. Mitchell County was ranked as one of the worst five counties in Iowa for COVID-19 infection and was listed as one of the worst locations in the United States, and the world.

149. Between Dr. Haganman's termination and Christmas, twenty-five individuals in Mitchell County died of COVID-19.



COUNT I
WRONGFUL TERMINATION
(Against Mitchell County Regional Health Center)

150. Dr. Haganman restates and realleges the above paragraphs as if fully set forth herein.

151. Dr. Haganman had a valid written employment agreement with Mitchell County Regional Health Center. *Exhibit 1*.

152. Employees who are employed pursuant to an employment contract may seek recovery for an employer's violation of the common law tort of retaliatory discharge against public policy. *Ackerman v. State*, 913 N.W.2d 610, 622 (Iowa 2018).

153. Dr. Haganman was wrongly terminated for exercising a statutory right or privilege, refusing to commit unlawful acts, reporting statutory violations, performing a statutory obligation, and for engaging in other protected conduct.

154. More specifically, Dr. Haganman was wrongly terminated by Mitchell County Regional Health Center in retaliation for his role in advocating against, resisting, and publicizing, Mitchell County Regional Health Center's:

a. violation of established public health practices;

b. creation of an unsafe work environment;

c. repeated and ongoing violations of the rules and regulations of the Occupational Safety and Health Administration (OSHA);

d. repeated and ongoing violations guidelines of the Center for Disease Control (CDC);

e. repeated and ongoing violations of the rules and regulations, and guidelines, promulgated by the Centers for Medicare and Medicaid Services (CMS);

f. repeated and ongoing violations of the guidelines provided by the National Institute of Health (NIH);

g. repeated and ongoing violations of the guidelines provided by the Department of Health and Human Services (DHS); and,

h. violation of Iowa law.

155. Dr. Haganman's conduct was protected, and was intended to comply with the requirements of Iowa law, and to protect the health, safety, and welfare of the citizens of Mitchell County, individuals being served by Mitchell County Regional Health Center, and the health care professionals serving Mitchell County through the Health Center and in other ways.

156. Dr. Haganman repeatedly and explicitly put Mitchell County Regional Health Center on notice that its actions violated clearly established public policies and laws, and demanded that the Health Center modify its conduct.

157. Rather than modifying its conduct to conform to established rules, regulations, guidelines, and best practices, Mitchell County Regional Health Center terminated Dr. Haganman.

158. Dr. Haganman's termination is in violation of public policy.

159. There is a causal connection between Dr. Haganman's conduct and his discharge.

160. Dr. Haganman has been harmed as a result of Mitchell County Regional Health Center's wrongful termination.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in his favor and against Defendant, Mitchell County Regional Health Center, for his claim of Wrongful Termination. Plaintiff further requests that the Court enter an order awarding Plaintiff damages, including actual damages caused by Defendant Mitchell County Regional Health Center's

conduct, punitive damages, costs and attorney fees incurred in connection with this lawsuit, pre-judgment and post-judgment interest on such damage awards at the highest rate allowed by law, and all such other relief as the Court deems just and proper under the circumstances.

COUNT II
WRONGFUL TERMINATION
(Against MercyOne)

161. Dr. Haganman restates and realleges the above paragraphs as if fully set forth herein.

162. Dr. Haganman had a valid written employment agreement with MercyOne.

163. Employees who are employed pursuant to an employment contract may seek recovery for an employer's violation of the common law tort of retaliatory discharge against public policy. *Ackerman v. State*, 913 N.W.2d 610, 622 (Iowa 2018).

164. Dr. Haganman's employment contract with MercyOne explicitly requires him to provide services that "conform to all applicable federal, state and local laws, rules, regulations and standards" (Exhibit 2, p. 3).

165. Dr. Haganman strenuously endeavored to provide services in accordance with applicable federal, state, and local laws, rules, regulations, and standards, but was prevented from doing so by Mitchell County Regional Health Center and was accordingly terminated by MercyOne.

166. Dr. Haganman was wrongly terminated for exercising a statutory right or privilege, refusing to commit unlawful acts, reporting statutory violations, performing a statutory obligation, and for engaging in other protected conduct.

167. More specifically, Dr. Haganman was wrongly terminated by MercyOne in retaliation for his role in advocating against, resisting, and publicizing, Mitchell County Regional Health Center's:

a. violation of established public health practices;

b. creation of an unsafe work environment;

c. repeated and ongoing violations of the rules and regulations of the Occupational Safety and Health Administration (OSHA);

d. repeated and ongoing violations guidelines of the Center for Disease Control (CDC);

e. repeated and ongoing violations of the rules and regulations, and guidelines, promulgated by the Centers for Medicare and Medicaid Services (CMS);

f. repeated and ongoing violations of the guidelines provided by the National Institute of Health (NIH);

g. repeated and ongoing violations of the guidelines provided by the Department of Health and Human Services (DHS); and,

h. violation of Iowa law.

168. Dr. Haganman's conduct was protected, and was intended to protect the health, safety, and welfare of the citizens of Mitchell County, individuals being served by Mitchell County Regional Health Center, and the health care professionals serving Mitchell County through the Health Center and in other ways.

169. Dr. Haganman notified MercyOne that its actions violated clearly established public policies and demanded that the MercyOne modify its conduct.

170. Rather than modifying its conduct to conform to established rules, regulations, guidelines, and best practices, MercyOne terminated Dr. Haganman.

171. Dr. Haganman's termination was motivated primarily by MercyOne's concern that its Professional Services Agreement with Mitchell County Regional Health Center would be jeopardized if MercyOne did not capitulate to Mitchell County Regional Health Center's demand to terminate Dr. Haganman.

172. Dr. Haganman's termination is in violation of public policy.

173. There is a causal connection between Dr. Haganman's conduct and his discharge.

174. Dr. Haganman has been harmed as a result of MercyOne's wrongful termination.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in his favor and against Defendant, MercyOne, for his claim of Wrongful Termination. Plaintiff further requests that the Court enter an order awarding Plaintiff damages, including actual damages caused by Defendant MercyOne's conduct, punitive damages, costs and attorney fees incurred in connection with this lawsuit, pre-judgment and post-judgment interest on such damage awards at the highest rate allowed by law, and all such other relief as the Court deems just and proper under the circumstances.

COUNT III
BREACH OF CONTRACT
Third-Party Beneficiary Claim
(Against MercyOne and Mitchell County Regional Health Center)

175. Dr. Haganman restates and realleges the above paragraphs as if fully set forth herein.

176. Defendants MercyOne and Mitchell County Regional Health Center are parties to a written professional services agreement that provides for MercyOne to provide professional

medical services to Mitchell County Regional Health Center, including the staffing of physicians and other related activities (the "PSA"). *Exhibit 3*.

177. Dr. Haganman has been staffed at Mitchell County Regional Health Center as part of MercyOne's obligations under the PSA for several decades.

178. Pursuant to the terms of the PSA, a physician may either be terminated "for cause" or for some "other" reason. Exhibit 3, Sections 4(a) and 4(b).

179. Dr. Haganman was not terminated for cause.

180. If a physician is not terminated for cause, the Agreement requires that an investigation, written report, and plan of correction be completed before a termination is allowed.

181. The contract specifically requires the following:

> *In the event that Hospital requests that a physician, physician assistant or nurse practitioner provided by Mercy no longer provide Professional Medical Services at Hospital for reasons other than those specified in Section 4.a, Hospital shall request in writing an appraisal by Mercy. The request for appraisal shall set forth the reasons for dissatisfaction in detail. Mercy shall conduct an appraisal within sixty (60) days of receipt of the written request for appraisal and make a written report to Hospital which shall include its findings and a proposed plan of correction, if necessary. Upon receipt of Mercy's written report, the Parties shall negotiate in good faith a mutually agreed upon plan of correction, if necessary, which shall be promptly implemented by the Parties. If the Parties are unable to agree, in good faith, on the necessity of a plan of correction or the provisions of a plan of correction, then Mercy shall promptly remove such physician, physician assistant or nurse practitioner and Hospital shall be solely responsible for and agrees to pay any and all reasonable costs, claims and expenses incurred by Mercy pursuant to the removal of such individual, including but not limited to, severance payments, any contract damages or obligations, and for the cost of recruiting a replacement physician, physician assistant or nurse practitioner.*
>
> Exhibit 3, Section 4(b).

182. The requirement that a termination may not be made before the parties complete an appraisal, written report, and plan of correction, are a series of contractual terms that are intended to benefit a physician working under the PSA.

183. Dr. Haganman was a physician who was working under the PSA and is an intended beneficiary of the PSA, including Section 4(b).

184. Dr. Haganman had otherwise fully performed his obligations under the PSA.

185. A contract between two parties for the benefit of a third person is valid as to such beneficiaries and is enforceable by him. *In re Lindsey's Estate*, 118 N.W.2d 598 (1962).

186. Defendants MercyOne and Mitchell County Regional Health Center breached the PSA in the following ways:

a. by terminating Dr. Haganman without conducting an appraisal;

b. by terminating Dr. Haganman without making a written report of their findings;

c. by terminating Dr. Haganman without drafting a plan of correction;

d. by demanding that Dr. Haganman perform services in violation of Iowa law; and,

e. in other ways.

187. As a result of Defendants MercyOne and Mitchell County Regional Health Center's breach of the PSA, Dr. Haganman has been damaged.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in his favor and against Defendants, MercyOne and Mitchell County Regional Health Center, for his claim of breach of contract as a third-party beneficiary. Plaintiff further requests that the Court enter an order awarding Plaintiff damages, including actual damages caused by Defendants conduct, punitive damages, costs and attorney fees incurred in connection with this lawsuit, pre-judgment and post-judgment interest on such damage awards at the highest rate allowed by law, and all such other relief as the Court deems just and proper under the circumstances.

COUNT IV
BREACH OF CONTRACT
Breach of the Implied Covenant of Good Faith and Fair Dealing
(Against Defendants MercyOne and Mitchell County Regional Health Center)

188. Dr. Haganman restates and realleges the above paragraphs as if fully set forth herein.

189. The common law of the state of Iowa implies a covenant of good faith and fair dealing into contracts including the types of contracts at issue in this litigation.

190. Defendant Mitchell County Regional Health Center breached its good faith obligations and implied covenant of good faith and fair dealing to Dr. Haganman, in one or more of the following particulars:

a. by demanding that Dr. Haganman perform professional services in a manner that explicitly violated Center for Disease Control (CDC) guidelines;

b. by demanding that Dr. Haganman perform professional services in a manner that explicitly violated Centers for Medicare & Medicaid Services (CMS) guidelines;

c. by demanding that Dr. Haganman perform professional services in a manner that explicitly violated National Institute of Health (NIH) guidelines;

d. by demanding that Dr. Haganman perform professional services in a manner that explicitly violated Department of Health and Human Services (DHS) guidelines;

e. by demanding that Dr. Haganman not inform the public that Mitchell County Regional Health Center was not in compliance with important public health measures;

f. by demanding that Dr. Haganman perform services in a manner that would violate Iowa law; and,

g. by preventing Dr. Haganman from discussing Mitchell County Regional Health Center's material violations of important public health measures with MCRHC staff who were being put at risk due to MCRHC's intentional misconduct.

191. Defendant MercyOne breached its good faith obligations and implied covenant of good faith and fair dealing to Dr. Haganman, in one or more of the following particulars:

a. by failing to conduct any investigation into the conduct of Mitchell County Regional Health Center;

b. by failing to conduct an appraisal of the allegations made by Mitchell County Regional Health Center against Dr. Haganman;

c. by failing to prepare a written report of findings related to the allegations made by Mitchell County Regional Health Center against Dr. Haganman;

d. by allowing Mitchell County Regional Health Center to demand that Dr. Haganman perform services in violation of the rules, regulations, and guidelines of the State of Iowa, the CDC, CMS, NIH, and DHS.

192. Defendants breach of its implied covenant of good faith and fair dealing with Dr. Haganman was a proximate cause of damage and injury to Dr. Haganman.

193. Defendants' breach of its implied covenant of good faith and fair dealing was willful and wanton and in reckless disregard of the rights and economic well-being of Dr. Haganman, entitling Dr. Haganman to punitive damages.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in favor of Plaintiff and against Defendants MercyOne and Mitchell County Regional Health Center on his claim of Breach of the Implied Covenant of Good Faith and Fair Dealing. Plaintiff further requests that the Court enter an order awarding Plaintiff damages, including actual damages

caused by Defendants conduct, punitive damages, costs and attorney fees incurred in connection with this lawsuit, pre-judgment and post-judgment interest on such damage awards at the highest rate allowed by law, and all such other relief as the Court deems just and proper under the circumstances.

COUNT V
TORTIOUS INTERFERENCE WITH CONTRACT
(Against Mitchell County Regional Health Center)

194. Plaintiff restates and realleges the above paragraphs as if fully set forth herein.

195. Dr. Haganman had a valid contractual relation with MercyOne.

196. Mitchell County Regional Health Center, having knowledge of Dr. Haganman's employment agreement with MercyOne, willfully and purposely interfered with such contracts.

197. Mitchell County Regional Health Center's interference was intentional and was performed by certain acts and conduct including, but not limited to:

a. making false statements about Dr. Haganman;

b. providing false and misleading information about Dr. Haganman's activities;

c. inducing third parties to make statements about Dr. Haganman that were false and misleading;

d. making false statements about MCRHC's non-compliance with important public health measures; and,

e. in other ways.

198. As a result of such interference, Dr. Haganman has been injured and has lost the benefits of his employment relationship with MercyOne, including but not limited wages, employment benefits, retirement benefits, and other valuable consideration.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in favor of Plaintiff and against Defendant Mitchell County Regional Health Center on his claim of Tortious Interference with Contract. Plaintiff further requests that the Court enter an order awarding Plaintiff damages, including actual damages caused by Defendant Mitchell County Regional Health's conduct, punitive damages, costs, and attorney fees incurred in connection with this lawsuit, pre-judgment, and post-judgment interest on such damage awards at the highest rate allowed by law, and all such other relief as the Court deems just and proper under the circumstances.

COUNT VI
PROMISSORY ESTOPPEL
Against Mitchell County Regional Health Center

199. Plaintiff restates and realleges the above paragraphs as if fully set forth herein.

200. Mitchell County Regional Health Center made a clear and definite promise.

201. The promise was made by Mitchell County Regional Health Center with the clear understanding that Dr. Haganman was seeking an assurance upon which he could rely and without which he would not have acted.

202. Dr. Haganman acted to his substantial detriment in reasonable reliance on the promise.

203. Injustice can be avoided only by enforcement of the promise.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in favor of Plaintiff and against Defendant Mitchell County Regional Health Center on his claim of Promissory Estoppel. Plaintiff further requests that the Court enter an order awarding Plaintiff damages, including actual damages caused by Defendant Mitchell County Regional Health's conduct, costs and attorney fees incurred in connection with this lawsuit, pre-judgment, and post-

judgment interest on such damage awards at the highest rate allowed by law, and all such other relief as the Court deems just and proper under the circumstances.

COUNT VII
DECLARATORY JUDGMENT
Against MercyOne

204. Plaintiff restates and realleges the above paragraphs as if fully set forth herein.

205. As previously stated, Dr. Haganman had an employment agreement with Defendant, MercyOne.

206. The employment agreement contains restrictive covenants that prohibit Dr. Haganman from practicing his profession for a period of two years.

207. The restrictive covenants contained in Dr. Haganman's employment agreement with MercyOne are unenforceable for one or more of the following reasons:

a. Dr. Haganman was terminated for conduct that was legally protected;

b. Mitchell County is currently in the midst of a dire and historic public health crisis and the availability of qualified frontline health workers, such as Dr. Haganman, is of critical importance and significance to the public;

c. the restrictive covenant is unreasonably restrictive of Dr. Haganman's rights;

d. the restrictive covenant is not reasonably necessary to protect MercyOne's business interest;

e. the restrictive covenant is not reasonably necessary to protect Mitchell County Regional Health Center's business interest;

f. enforcement of the restrictive covenant would be violative of the public's interest; and,

g. enforcement of a restrictive covenant against a physician employed by the public at a county hospital is antithetical to notions of equity and fairness.

208. Furthermore, enforcement of the restrictive covenant will ultimately only serve to prejudice the public interest, by:

a. reducing the number of qualified physicians in the service area, when the area is already suffering from a critical shortage of qualified and experienced physicians;

b. unnecessarily escalating cases due to the absence of qualified physicians and the accompanying delay that the public will face in reaching qualified physicians;

c. needlessly causing pain and suffering due delays in treatment and the lack of availability of services; and,

d. causing additional injuries, up to and including, loss of life.

209. Accordingly, the restrictive covenant must be determined to be invalid, and the ultimate determination by this Court will affect legal rights of the greatest significance.

210. Dr. Haganman seeks a declaratory judgment finding the restrictive covenants in his Employment Agreement with MercyOne are not enforceable.

211. A declaratory judgment is appropriate to secure a declaration of Plaintiff's rights and involves this Court's determination as to the non-enforceability of the restrictive covenants.

WHEREFORE, Plaintiff respectfully requests that this Court issue a declaratory judgment: (1) declaring the restrictive covenants contained in Dr. Haganman's employment agreement with MercyOne to be unenforceable; (2) enjoining and restraining Defendants MercyOne and Mitchel County Regional Health Center, in any way, from preventing or interfering with Dr. Haganman's efforts to provide medical services to his patients and the community; (3) authorizing Dr. Haganman to immediately resume providing services to the

public in Mitchell County; (4) taxing the costs of this action against Defendants MercyOne and Mitchell County Regional Health Center, including reasonable attorney fees incurred by Plaintiff; and (5) all such other and further relief as this Court deems just and proper under the circumstances.

COUNT VIII
TORTIOUS INTERFERENCE WITH CONTRACT
Against Shelly Russell, Individually

212. Plaintiff restates and realleges the above paragraphs as if fully set forth herein.

213. Dr. Haganman had a valid contractual relation with Mitchell County Regional Health and with MercyOne (the "Employment Agreements").

214. Shelly Russell, having knowledge of the Employment Agreements, willfully and purposely interfered with such contracts, or knew or should have known that such interference was substantially certain to occur as a result of her conduct.

215. Shelly Russell's interference was intentional and was performed by certain acts and conduct including, but not limited to:

a. making false statements about Dr. Haganman;

b. providing false and misleading information about Dr. Haganman's activities;

c. inducing third parties to make statements about Dr. Haganman that were false and misleading;

d. making false statements about MCRHC's non-compliance with important public health measures; and,

e. in other ways.

216. As a result of such interference, the businesses of plaintiffs have been injured or destroyed and they each have lost the benefits of their relationships and businesses.

217. In addition, such interference was malicious and entitles Dr. Haganman to awards of punitive damages against Shelly Russell.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in favor of Plaintiff and against Defendant Shelly Russell on his claim of Breach of the Implied Covenant of Good Faith and Fair Dealing. Plaintiff further requests that the Court enter an order awarding Plaintiff damages, including actual damages caused by Defendants conduct, punitive damages, costs and attorney fees incurred in connection with this lawsuit, pre-judgment and post-judgment interest on such damage awards at the highest rate allowed by law, and all such other relief as the Court deems just and proper under the circumstances.

COUNT IX
DEFAMATION
Against Shelly Russell, Individually

218. Plaintiff restates and realleges the above paragraphs as if fully set forth herein.

219. Defendant Shelly Russell has repeatedly made false and defamatory statements about Dr. Haganman, both verbally and in writing.

220. The words of Shelly Russell's communications are libelous per se in that, on their face, they degrade Dr. Haganman, render him odious, subject him to public hatred, contempt, and ridicule, have tended to and indeed have injured him in his professional trade, and have exposed him to contempt and the deprivation of the benefit of public confidence.

221. Defendant Shelly Russell has caused these false and defamatory statements to be published to a variety of third parties including individuals in the medical community, the media, and the public.

222. The false and defamatory statements made by Shelly Russell were not privileged and were done in a manner not justified by the occasion.

223. Shelly Russell's defamatory statements were false and were known by Russell to be false at the time they were made.

224. Damage to Dr. Haganman's reputation may be implied by law from the libelous per se nature of the defamatory statements made by Russell regarding Dr. Haganman.

225. Russell's defamatory statements were made with malice.

226. As a direct and proximate result of Russell's defamatory statements, Dr. Haganman has and will continue to suffer damages.

227. Unless Russell is enjoined from continuing to make false and defamatory statements, Dr. Haganman will suffer irreparable harm for which there is not adequate remedy at law.

WHEREFORE, Plaintiff respectfully requests that this Court enter an Order: (1) enjoining and restraining Defendant Shelly Russell from making, either orally or in writing, false and defamatory statements about Dr. Haganman (2) ordering and requiring the removal of all such defamatory statements that have been published and/or made publicly available; (3) entering judgment in favor of Dr. Haganman and against Shelly Russell, individually, in an amount to be proven at trial; (4) taxing the costs of this action against Shelly Russell, individually, including reasonable attorney fees incurred by Plaintiff; and (5) all such other and further relief as this Court deems just and proper under the circumstances.

COUNT X
Punitive Damages
(All Defendants)

228. Plaintiff restates and realleges the above paragraphs as if fully set forth herein.

229. Defendants actions against Dr. Haganman were malicious and evidence a willful and reckless disregard for the rights of Dr. Haganman.

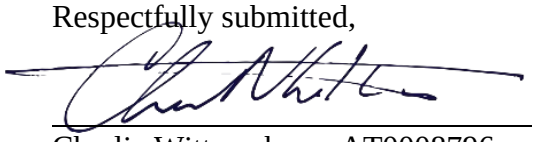
230. Defendants actions were directed specifically at Dr. Haganman.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in favor of Dr. Haganman and against the Defendants for punitive damages and for such other and further relief as this Court deems just and proper under the circumstances.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues in this case that are triable to a jury.

Respectfully submitted,



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