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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF RIVERSIDE**

14 DR. AIMEE FRENCH, M.D.; FRENCH
MEDICAL CORPORATION.

15 Plaintiffs,

16 v.

18 UNIVERSAL HEALTH SERVICES, INC.;;
19 UHS of Delaware, Inc.; SOUTHWEST
HEALTHCARE SYSTEMS; UHS -CORONA,
20 INC. dba Corona Regional Medical Center;
SAM ITANI; EDWARD SIM; MORGAN
21 TOPPER and Does 1-50

22 Defendants.

Case No.:

COMPLAINT FOR DAMAGES:

1. Violation of Health and Safety Code § 1278.5
2. Violation of the California False Claims Act (Gov. Code § 12653)
3. Violation of Business and Professions Code § 2056(b)
4. Breach of Contract
5. Intentional Interference with Contracts
6. Intentional Interference with Prospective Economic Relations
7. Intentional Infliction of Emotional Distress
8. Declaratory and Injunctive Relief

DEMAND FOR JURY TRIAL

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2 **ALLEGATIONS**

3 **A. Summary**

4 1. This lawsuit is brought by Plaintiff Dr. Aimee French, a prominent physician in the field
5 of pulmonary and critical care medicine, and now ex-Chief of Staff of Corona Regional Medical Center,
6 against the Wall Street Fortunate 500 company Universal Health Services, Inc. (“Universal”) who owns
7 and controls both Corona Regional Medical Center and Corona Regional Medical Center Rehabilitation
8 Hospital through various owned and controlled subsidiaries. This lawsuit details how Dr. French, the
9 hospital’s Chief of Staff, and Medical Evaluation Committee members were placed in positions at Corona
10 Regional Medical Center to act as the guardrails to protect the independence of physicians from
11 interference by Universal at Corona Regional Medical Center to ensure:

- 12 • Competent, dedicated and qualified physicians who were providing patient care were
13 following best practices for patient care and safety.
- 14 • Physicians could make decisions based on patient care needs rather than profit and loss
15 requirements.
- 16 • A workplace free of discrimination, harassment and retaliation of all employees, an acute
17 concern at Corona Regional Medical Center for female staff, in particular.

18 2. However, Universal and its wholly owned and controlled subsidiaries discovered that Dr.
19 French and other physicians took their responsibilities to protect physician independence and patient
20 safety seriously, and would not simply accommodate corporate interference when it prioritized financial
21 interests above patient care and safety. Dr. French and other physicians in leadership continued to
22 demand that Universal and their hand-picked executives:

- 23 • The MEC could investigate and determine the competency of physicians allegedly and
24 remove incompetent physicians posing patient safety risks, free from administrative
25 interference.
- 26 • Stop the practice and notify the appropriate authorities and patients when the CEO
27 permitted a non-licensed and non-qualified family member to repeatedly perform surgeon
28 functions in operating rooms putting patient safety directly at risk.

- 1 • Stop the non-physician CEO from interfering and overriding proctoring procedures and
- 2 inherently granting physicians staff privileges at the hospital without putting them through
- 3 the rigorous screening process previously in place.
- 4 • Follow mandatory reporting requirements to patients and regulators when reporting events
- 5 occurred.
- 6 • Stop the threat of retaliation as reflected by the actions of CEO Sam Itani and corporate
- 7 management that involve the termination of physician contracts, with jeopardizes patient
- 8 care and safety, particularly when the affected physicians have raised concerns about
- 9 issues affecting patient care and safety, and/or the administration’s own behavior.
- 10 • Stop the CEO and others from first discriminating and harassing female staff, then
- 11 retaliating against those same female staff when they came complained.

12 3. When Dr. French and other physicians refused to buckle, Universal systematically removed

13 the guardrails and the physicians seeking to enforce the guardrails against interference for profit over

14 patient safety and care. Universal and the Defendants then retaliated against the physicians, and

15 specifically Dr. French. It revoked the majority of Dr. French’s physician service contracts; it revoked its

16 offer to appoint Dr. French to the position of Chief Medical Officer ; the HR director was forced to

17 leave early over discontent with administrative actions; it discontinued funding the Chief of Staff and

18 Medical Evaluation Committee; it forced out the hospital’s medical director and the position was not

19 refilled; the; the Medical Evaluation Committee was forced into mass resignation; and finally, CRMC is

20 now in the process of terminating Dr. French’s last remaining contract for patient care, even as it admits

21 there is no cause to cancel the contract. Each of these actions described throughout this complaint were

22 taken by each Defendant with the full knowledge, direction and/or ratification by each of the other

23 Defendants.

24 4. In this lawsuit, Dr. French first seeks an immediate order stopping the canceling of her

25 physician contract without cause set to terminate on September 5. For the last 10 years, through this

26 contract Dr. French has treated some of the sickest pulmonary patients in the hospital with amazing results.

27 Currently, Dr. French is responsible for treatment of all 61 of Corona Regional Medical Center

28 Rehabilitation Hospital sickest patients, all with tracheostomies, many on ventilators, and the majority

1 unable to verbally communicate. These patients' lives depend on the care they are receiving. Dr. French
2 has provided this care for years, and these patients lives depend on her knowledge gained from years of
3 treatment of the patient and the ability to read non-verbal clues and communicate with the family. The
4 cancellation of the contract and removal of her care—an act admittedly without cause for pure spite and
5 retaliation purposes—puts her patients at direct and deadly risk, especially when there are complications
6 resulting in rehospitalization.

7 5. Dr. French also seeks by this lawsuit, a court order and injunction forcing Universal to
8 restore the guardrails necessary to stop patient inference from Universal. She requests that the court
9 appoint someone to oversee and ensure that Universal abides by those guardrails so others will continue
10 to speak up to protect the patients, free from the threat of retaliation. Finally, Dr. French seeks damages
11 for the harm she has personally suffered in standing up for her patients and against Defendants.

12 **B. The Wall Street Corporatization of Healthcare Threatens Physician-Patient Relationships**
13 **and Patient Safety**

14 6. For generations, Americans obtained their healthcare needs from local doctors in their non-
15 profit local community or faith-based owned and operated hospitals. These hospitals were staffed by
16 doctors who were independent and provided generalized, front-line health care services to entire families.
17 The advantages of providing healthcare in this context were copious, both for doctors and their patients.
18 These doctors made their own decisions about what procedures and hospital stays were best for the patient.
19 If a patient required a certain treatment, the doctor would make that treatment available to the patient.
20 Similarly, hospitals and physicians would police the quality of care provided by other physicians based
21 on what was best for the community and patients.

22 7. Health insurance companies have certainly changed and made providing care based on
23 patient care needs more difficult. Indeed, they exercise far too much control of patient care by the power
24 of paying for care. But while the system may have changed, physicians have not. The vast majority of
25 physicians have done their best within this system to make decisions based on patient needs and safety
26 understanding the practical effects of the payment system. At least the insurance could not directly dictate
27 patient care – only indirectly through the power of payment.

1 8. But now even that has begun to change, as Wall Street engages in a corporatization of
2 healthcare with the result of leveraging control over healthcare payments into interference with the
3 physician-patient relationship through direct ownership of medical practices and healthcare facilities.
4 Privately owned, community owned or faith-based ownership of medical practices, healthcare facilities
5 and hospitals are now crowded out by Wall Street-financed and -owned medical offices, healthcare
6 facilities and hospitals. The healthcare industry is particularly attractive to Wall Street because, though it
7 is a highly regulated industry, it is insulated from the boom-and-bust of the normal business cycle.
8 Americans require healthcare regardless of the state of the economy. Moreover, demand generally
9 outstrips supply, given the shortage of doctors and other medical professionals that persists throughout
10 the country, particularly since the COVID-19 pandemic drove many providers out of practice altogether.

11 9. For years, patient advocates have raised warnings about the dangers of Wall Street
12 corporations uprooting the traditional physician-patient relationship, which was rooted on what was best
13 for the patient, to be replaced by Wall Street’s focus on profits, executive pay and shareholder returns.
14 Wall Street and their lobbyists countered by arguing that for-profit corporatization would result in
15 efficiencies by financing for growth and improved facilities, and cutting costs through consolidation,
16 bargaining position, economies of scale and bringing business discipline to healthcare. The regulators
17 have landed California on middle ground, which allows for-profit corporation ownership of medical
18 practices, medical facilities and hospitals, but attempting to ensure physician independence to be free of
19 interference from patient care and safety decisions, by forbidding for profit non-physician corporations to
20 employ physicians or participate in physician fee splitting.

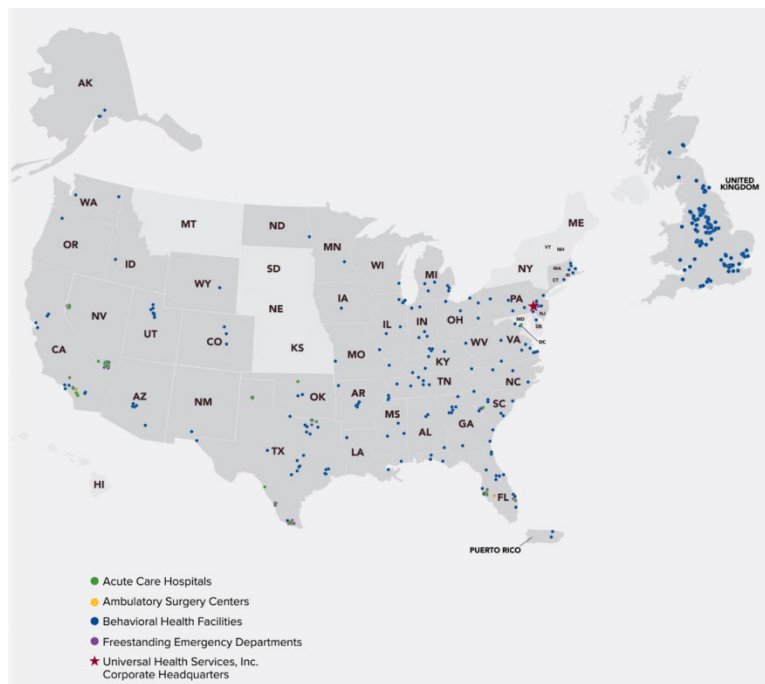
21 10. While begrudgingly accepting these hurdles placed by regulators to ownership and control,
22 healthcare corporations and their lobbyists touted their compliance by contracting with physicians instead
23 of employing them and placing guardrails to protect the independence of physicians within their
24 organizations. Unsurprisingly, Wall Street claims these guardrails are in place. First, they suggest that
25 most jurisdictions have laws prohibiting corporations from practicing medicine. Physicians practice
26 medicine and use their independent medical judgment to recommend care to (and for) their patients.¹

27
28 ¹ AMA Advocacy Resource Center, Issue Brief: Corporate Practice of Medicine

1 Second, they claim that hospitals and other medical care entities will implement their own internal
2 protections. Among the examples of these individual guardrails: The appointment of an independent
3 medical director dedicated to insuring physician independence and patient care; a chief of medical staff
4 over the physician staff to provide an additional layer of physician care between physicians and non-
5 physician management; and the implementation of an independent physician committee intended to
6 address quality of care and physician conduct issues as they may arise.

7 **C. Wall Street’s Corporatization of Inland Empire Healthcare through Fortune 500**
8 **Corporation Universal Health Services, Inc. and Its Owned and Controlled Subsidiaries**

9 11. One for-profit entity driving the commoditization of healthcare at the expense of patient
10 safety is called Universal Health Services, a publicly held, Fortune 500 company headquartered in
11 Pennsylvania. Universal is a for-profit organization that, through its subsidiaries, owns and operates 27
12 in-patient acute care hospitals, over 300 inpatient behavioral health facilities, and over 40 outpatient
13 facilities.

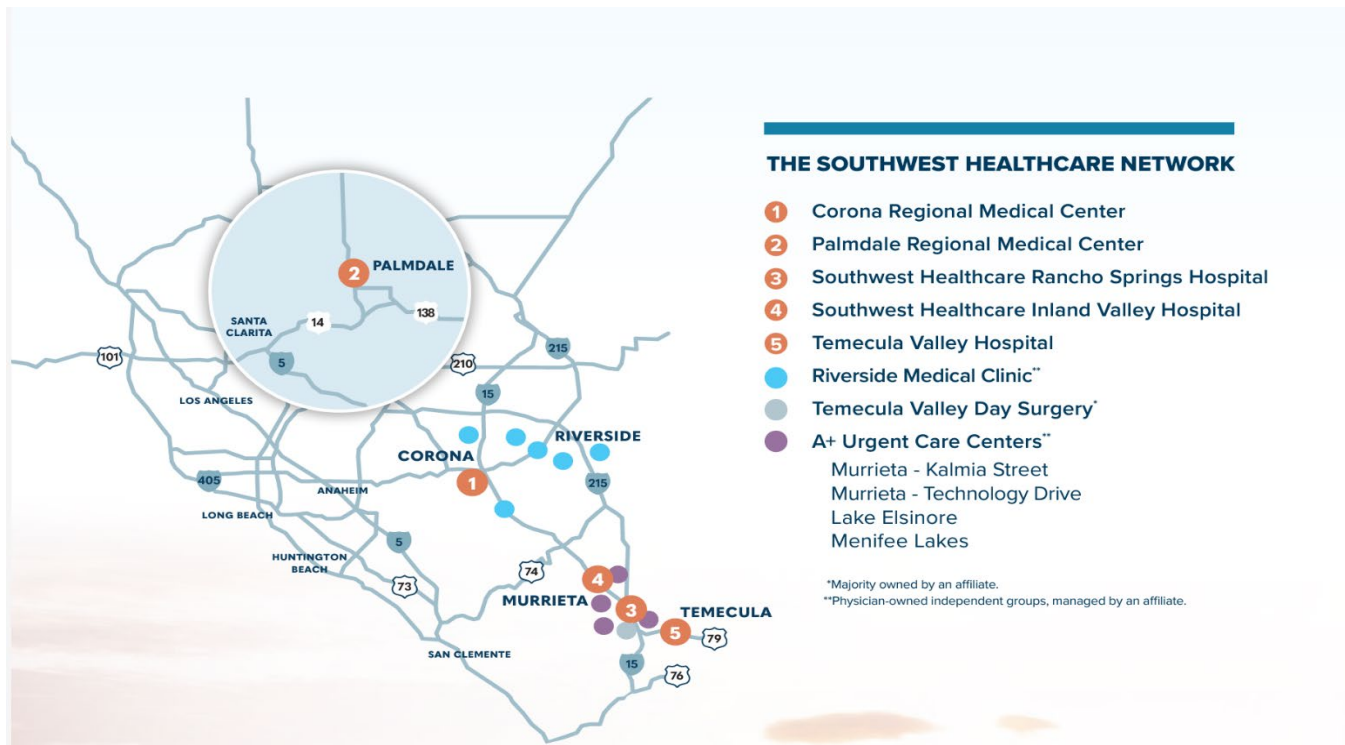


26 12. In turn, 86% of Universal’s shareholders are Wall Street institutional investors—large
27 mutual funds, hedge funds, banks, and other large-scale investors. From September 2015 to September
28

2022, the stock sat moribund, returning a 30% loss in a seven-year period when market returns were robust. But since September 2022, the stock has been one of the market’s top performers, improving from a low of 97.84 on September 1, 2022 to a close of 228.41 on August 21, 2024—an over 100% rise in the stock. In its annual report to investors, Universal has credited a concerted plan to “moderate” physician and other healthcare labor expenses in its facilities to increase profitability, particularly by reducing “premium pay labor”—that is, physician labor. In other words, Universal’s strategy is to further tighten the screws on front-line physician care patients.

13. Putting profits over patient safety has been a recurring theme at Universal. In 2020, Universal entered into a settlement and consent decree with the United States Department of Justice, in which Universal consented to the allegation that had for years it had overcharged Medicare and Medicaid for medical care. With the consent decree, Universal agreed to pay \$117 million in fines and damages. In 2024, a jury in Illinois awarded a patient harmed by understaffing at one of Universal’s facilities \$535 million (which included punitive damages).

14. Universal owns significant health care interests in the Inland Empire. Southwest Health Care is one of the subsidiaries that Universal employs to control five Southern California acute care



1 hospitals in Universal's control. Four of those five hospitals serve Inland Empire patients—Corona
2 Regional Medical Center, Inland Valley Hospital, Rancho Springs Hospital, and Temecula Hospital.
3 Corona Regional, the hospital at issue in this Complaint, is fully controlled by Universal. Universal
4 appoints hospital leadership, including the CEO and CFO, each of whom report directly to Universal
5 management.

6 **D. Universal's Removal of the Guardrails and Physicians Responsible to Enforce the**
7 **Guardrails at CRMC**

8 15. The experience of Dr. Aimee French, MD, establishes the lengths to which Universal will
9 go to put profits over people, even to the extent of retaliating against a well-respected caregiver and leader
10 in the Inland Empire's medical community. Dr. French is a specialist in Internal Medicine, Pulmonary
11 Medicine, Critical Care Medicine and Palliative Care. In 2006, she obtained her medical degree from the
12 David Geffen School of Medicine at UCLA. She then received her residency training in internal medicine
13 from the UCLA/Olive View Internal Medicine Residency program. That was followed by a Pulmonary
14 and Critical Care Fellowship at Cedars-Sinai Medical Center from 2009-2012, where she was one of the
15 Chief Fellows from 2011-2012. Dr. French's elite training of four years of medical school from UCLA,
16 three years of residency in internal medical from UCLA, and three years of pulmonary and critical care
17 fellowship at Cedars-Sinai put her in rare company of highly trained specialists. She continues to be board
18 certified in Internal Medicine, Pulmonology, Critical Care Medicine & Palliative Care.

19 16. Since 2013 Dr. French has been serving Inland Empire patients, primarily through CRMC.
20 Dr. French has been active in leadership roles at CRMC, particularly in those roles that emphasize
21 physician autonomy and patient care, serving in the following roles:

- 22 • Director of the Corona Rehabilitation Medical Center. (December 2014-present)
- 23 • Bloodless Medicine Medical Director (March 2014 – December 2017)
- 24 • Critical Care Committee Chair and Critical Care/Intensivist Program Director
25 (December 2014 – November 2022)
- 26 • Clinical Site Director/Core Faculty Internal Medicine Residency overseeing all
27 resident activities at CRMC (July 2019-Current)
- 28

- Chief of Staff and leader of the Medical Evaluation Committee (February 2022-July 2024).

17. Dr. French also has her own practice, called Breathe Clinic (dba of French Medical Group), which serves Inland Empire patients who require pulmonary treatment.

E. Dr. French Is Offered The Chief Medical Officer Role At CRMC

18. After several years of providing excellent service to patients while serving in the above physician leadership roles at the hospital, CRMC and Universal executives approached Dr. French, beginning in 2021, to address Dr. French’s “future” with the hospital. From July-December 2021, CRMC leadership held several preliminary meetings with Dr. French to discuss her interest in becoming the hospital’s Chief Medical Officer (or CMO)—one of the guardrails discussed above, but a position that was to be added to CRMC’s leadership executive team in 2022. In November 2021, CRMC CEO Sam Itani approached Dr. French at the hospital for a more detailed discussion regarding her interest in taking her working relationship with the hospital to “the next level,” which was the appointment to the CMO position. Dr. French was excited about the position as it would enable her to directly influence physicians and corporate interests to promote physician independence and, most important to Dr. French, improve patient care and safety. Universal seemed to welcome her vision on these issues that were so important to her. At this point, Dr. French believed that Universal executives and the CRMC board and executives were committed to making the changes necessary for physician independence and patient safety, and believed an executive position with CRMC would allow her to show them how to navigate the business side with physician independence free of patient care interference.

19. At this point, Dr. French had already been nominated, and was unopposed, as Chief of Staff for the hospital’s physicians (to begin starting in February 2022). Mr. Itani informed her that Universal would not permit Dr. French to serve as CMO while maintaining her existing service contracts with the hospital in the ICU and Pulmonary departments. While relinquishing those contracts was going to have a financial impact, Dr. French was willing to do so for the career prospects of effecting meaningful change and input she would be part of following her appointment as CMO. Therefore, Dr. French agreed to lead a process to find her own replacement in those departments for the purpose of being appointed CMO.

1 20. In Spring 2022, the process of finding a replacement for Dr. French dovetailed with her
2 assumption of new responsibilities as the Chief of Staff for the hospital’s medical staff. At this time, Dr.
3 French began to sense tension and dishonesty from Mr. Itani on several fronts in connection with her
4 responsibilities as Chief of Staff. With regard to her efforts to find a pulmonologist to replace Dr. French
5 herself, Mr. Itani began to express himself in a way that led Dr. French to believe that dangling the carrot
6 of the CMO position was a ruse to get her to relinquish her contracts and begin forced severing of her ties
7 with the hospital. While Mr. Itani’s motives were murky, several other individuals in Universal executive
8 team assured Dr. French that the CMO position was intended to be hers. Nevertheless, Dr. French asked
9 to pause the succession process until she could receive additional assurances about her future role at the
10 hospital.

11 21. At about the same time, Dr. French’s role as Chief of Staff required her to chair the
12 CRMC’s Medical Evaluation Committee (the “MEC”). Among other responsibilities, the MEC considers
13 public and internal complaints about the services being rendered by physicians at the hospital. This is one
14 of the key gatekeeping roles at any hospital, as the MEC is, at least theoretically, independent of hospital
15 management and expected to maintain the high standards expected of the medical profession in its
16 provision of medical care. The MEC is an important check-and-balance in hospital governance, because
17 if management policies begin impacting patient care, the MEC is an independent body that can intervene
18 and re-balance the scales in favor of patient care.

19 22. From the beginning of Dr. French’s tenure as Chief of Staff, it was apparent that Mr. Itani
20 had no intention of respecting either the formal or informal separation of authority between the MEC and
21 hospital management. Instead, Mr. Itani continually communicated to Dr. French his preferred outcomes
22 regarding various investigations and potential disciplinary issues within the purview of the MEC. At times,
23 Mr. Itani would imply that as CMO, Dr. French must see things differently because she was working “for
24 the best interest of the hospital.” In one case, Dr. French was alerted, and then became concerned, about
25 a doctor that had opened 100 Medicare charts unrelated to any of his own patients and at least one of those
26 patients had been contacted regarding referred service from a third-party provider. Dr. French felt this
27 knowledge required formal investigation and reporting to appropriate authorities. That investigation and
28 reporting was heavily discouraged by CRMC and Universal executives. In another case, Mr. Itani

1 pressured Dr. French to approve staff credentials for a doctor with significant past red flags – but who
2 would bring revenue into the hospital. Additionally, Mr. Imani pressured Dr. French to summarily suspend
3 and remove a physician from the medical staff without appropriate peer review taking place. Dr. French
4 refused to comply, further provoking Mr. Itani and other regional executives.

5 23. In various cases, Mr. Itani circumvented the Medical Executive Committee and
6 Credentialing Committees by instructing surgical staff to waive proctoring requirements for surgeons at
7 the hospital that seemed to be based on revenue reasons and not patient care reasons. Proctoring
8 requirements ensure that surgeons are qualified to provide care, putting a minimal burden on the health
9 care facility to ensure that the doctors credentialed to use the facility are consistent with the need to provide
10 patients with a safe environment they can trust. Of course, the common thread between all of these
11 circumstances—and many more in which Mr. Itani imposed himself—is that bringing in new physicians
12 could increase profits, and investigations, proctoring, and other procedures involve costs, whether direct
13 or indirect, that reduce the bottom line.

14 **F. Dr. French’s Service Contracts Are Terminated Without Appointment As CMO**

15 24. Mr. Itani was facing other problems at this time as well. In June 2022, Dr. French met with
16 Brad Neet, the regional CEO for Universal, at his request to discuss issues Mr. Itani was having with the
17 physician staff as a whole, and with female staff, in particular. As part of this discussion, Mr. Neet asked
18 Dr. French for the names of specific staff individuals who had expressed issues with Mr. Itani, so that
19 CRMC’s Human Resources department could follow up. Because Dr. French worked closely with Mr.
20 Itani, she was aware and concerned about how her cooperation would be accepted if Mr. Itani ever learned
21 of it. Nevertheless, Dr. French was committed to a working environment free of discrimination for all
22 hospital staff, because that is the best atmosphere in which to provide patient care. As a result, Dr. French
23 cooperated with Mr. Neet’s inquiries. Soon thereafter, Mr. Neet contacted Dr. French to discuss the
24 possibility of either removing Mr. Itani as CEO or putting him on a Performance Improvement Plan
25 (“PIP”) designed to address many of the issues that had arisen. Ultimately, Mr. Itani was placed on a PIP,
26 in part because Mr. Neet had recognized a scarcity of talented healthcare administrators on the market.

27 25. As part of Mr. Itani’s PIP, Mr. Neet requested that Dr. French assist by participating in
28 monthly meetings to discuss Mr. Itani’s improvement. He stated that as the future CMO, he needed my

1 support and involvement in the process. Given that Dr. French had not even officially taken on the CMO
2 role, this put Dr. French in an untenable position, as her assumption of the CMO position—not to mention
3 the smooth transition of her pulmonary and ICU practices to other practitioners—would heavily rely on
4 Mr. Itani’s assent and cooperation.

5 26. At this point, Mr. Itani’s attitude toward Dr. French turned hostile, endangering the CMO
6 position she had been promised, as well as her overall relationship with the hospital. Since it was becoming
7 obvious to all observers that Mr. Itani would continue to resist appointing Dr. French as the hospital’s
8 CMO, in September 2022, Dr. French communicated her intent to continue providing services under the
9 existing contracts her practice had entered with the hospital. Prior to this time, the contracts had been
10 automatically renewed upon expiration, and given that the CMO position was at risk of being denied her—
11 after months of promises to the contrary—Dr. French had no reason to proceed with succession plans
12 predicated on her taking over the CMO role.

13 27. In October 2022, Dr. French confronted Mr. Itani about his openly hostile behavior to her,
14 to which he responded that Mr. Neet had implicated Dr. French as the reason for the disciplinary action
15 taken against him. Mr. Itani then expressly stated that he wanted Dr. French “out” for “being disloyal.”
16 When Dr. French appealed to him not to terminate the contracts without completing her ascension to the
17 CMO role (the only reason the contracts had come into question in the first place), Mr. Itani stated that “it
18 was too late” to maintain the contracts but he would “see what could be done” about the CMO position.

19 28. On October 31, 2022, Mr. Itani terminated all of Dr. French’s service contracts, save one
20 contract with the hospital’s subacute care program. Based on information and belief, that termination was
21 done with the approval of Universal and/or was ratified by the CRMC board and Universal. Mr. Itani also
22 terminated various directorships that Dr. French held within the hospital and limited her role with the
23 residency program.

24 **G. Mr. Itani, Universal and CRMC Continue to Retaliate Against Dr. French**

25 29. After Mr. Itani’s retaliation against Dr. French, CRMC leadership engaged in finger-
26 pointing and blame defection. Mr. Itani blamed Mr. Neet because he had identified Dr. French as the
27 reason for Mr. Itani’s disciplinary plan. For their part, instead of disciplining or removing Mr. Itani,
28

1 Universal executives urged Dr. French to “rebuild” the relationship with Mr. Itani. In any event, Dr.
2 French discovered that Mr. Itani had no intention of appointing her as CMO even before her contracts
3 were terminated in October 2022. His plan was to wait for the planned retirement of then-acting Acute
4 Care Vice President Marvin Pember. This plan was further solidified when Edward Sims was appointed
5 Marvin Pember’s replacement with the title of Vice President of the Acute Care Division, and as early as
6 February 2023, despite Mr. Sims being aware of the prior agreement.
7

8 30. What followed was several more months of Universal executives and Mr. Itani
9 manipulating and misleading Dr. French into believing that having terminated most of her service
10 contracts with the hospital, hospital leadership would follow through with its promises to appoint her to
11 the CMO position. On October 27, 2022, Dr. French met with Mr. Itani, who explained that Mr. Neet had
12 told Mr. Itani that Dr. French had acted as the catalyst for Mr. Itani’s PIP. When Dr. French assured Mr.
13 Itani that was not the case, he claimed he would have the CMO position posted in public (a prerequisite
14 for hiring Dr. French for the position) within the next few days.

15 31. On November 3, 2022, the CMO job was publicly posted. Approximately three weeks later,
16 however, Dr. French was notified that her faculty appointment was being terminated and awarded to
17 another doctor. At this time, Mr. Itani spoke to Dr. French and claimed that he was closing the CMO
18 posting, but that it had to be left up for a certain period of time so that it would “look legit.” Meanwhile,
19 the terminated contracts were scheduled to end by December 1, 2022.

20 32. Throughout December 2022 and January 2023, Dr French received continual reassurances
21 that she would be appointed to the CMO role. Nevertheless, no formal process was apparent and she had
22 been continually marginalized as she sought to do her job. Finally, on January 16, 2023, Dr. French had a
23 formal interview with Mr. Neet regarding the CMO position. And yet, despite a second interview and
24 another several months of inaction, Dr. French still had not been installed as CMO.

25 33. Finally, in March 2023, Dr. French was told that the “financial situation” had changed and
26 was delaying the CMO appointment. In April, Dr. French was told that the CMO position was on “hold.”

27 34. While Mr. Itani purported to directly terminate Dr. French’s service contracts with the
28 hospital, her position as Chief of Staff for the hospital’s medical personnel was more complicated because

1 the Chief of Staff position is a leadership role elected by the medical staff itself. Despite her reluctance to
2 do so, Dr. French maintained the Chief of Staff position at the urging of multiple staff individuals with
3 unimpeachable credentials, all of whom recognized Dr. French's positive leadership impact on the
4 hospital.

5 35. Unfortunately, the deteriorating relationship between Mr. Itani and Dr. French became a
6 cover for Universal's efforts to destroy the hospital's guardrails protecting the physician-patient
7 relationship, and rid the hospital of physicians challenging those efforts. Under the guise of a dispute with
8 the hospital's medical leadership—that is, Dr. French—Mr. Itani with the approval of the CRMC board
9 and Universal executives schemed to decimate the hospital's long-serving and loyal leadership staff, who
10 had now been branded as disloyal because they were willing to stand up for patient safety and care, and
11 replace them with loyal doctors who had questionable ethics and were willing to provide substandard
12 patient care, thereby significantly reducing costs to the hospital and risks of liability from reporting
13 exposure. These strategies were exactly in line with Universal's admitted financial plan to "moderate"
14 physician costs. Meanwhile, as physicians favored by Mr. Itani (or, at least, those generating high amounts
15 of revenue) would find themselves under scrutiny, Mr. Itani would "intercept" those cases and protect
16 them from interventions by the medical staff, and the MEC in particular. This was all in disregard to
17 providing the residents of Corona and the surrounding community the high level of medical care that Dr.
18 French and others in the physician leadership were working so hard to provide.

19 **H. Dr. French And The Medical Evaluation Committee Uncover Mr. Itani's Interference In**
20 **Medical Decisions And Patient Safety Matters**

21 36. As Chief of Staff and the lead on the MEC, Dr. French was again pitted against Mr. Itani,
22 merely because circumstances and her responsibilities required it. After denying Dr. French the opening
23 CMO position and terminating her service contracts with the hospital, Mr. Itani launched an increasingly
24 aggressive and hostile campaign against medical staff leadership, as personified by Dr. French serving as
25 the medical staff's elected Chief of Staff.

26 37. In 2023/24, Dr. French was forced into a position of sticking up for patient care and safety
27 and physician independence when she was called as a deposition witness to testify in a case brought by a
28 physician against CRMC. In an attempt to influence Dr. French's testimony about the known problems of

1 Universal and CRMC executives interfering in medical staff affairs for financial benefit, CRMC attorneys
2 in 2023 attempted to convince Dr. French to recant a prior written declaration and influence her at a
3 deposition.

4 38. Dr. French refused this blatant attempt to influence her testimony and retained her own
5 counsel. She then proceeded to provide honest testimony apparently was considered unfavorable by
6 Universal and CRMC. Once again, she was viewed by Universal and CRMC as disloyal for not going
7 along with the corporate wishes, and simply doing her job, defending her patients and telling the truth. In
8 February 2024, she testified to the wrongdoing she witnessed by prior administrators, speaking truthfully
9 about the circumstances in questions, and other actions she had taken in defending the welfare and care of
10 prior patients. The retaliations continued to pile on.

11 39. At around the same time that Mr. Itani and hospital administration were misleading her
12 about the CMO position, Mr. Itani began to aggressively interfere with medical staff-related functions,
13 such as medical oversight and credential issues. In response to a survey that revealed grave concerns about
14 the way hospital administration was interfering in medical issues, the MEC—on which Dr. French sat as
15 part of her role as Chief of Staff—formed an Ad Hoc Committee to address the issues. In November 2023,
16 Dr. French and two other doctors met with Mr. Itani to address the Medical Staff’s concerns, which
17 included the following matters:

- 18 • Failing to provide notice to medical staff leadership when quality of care concerns
19 arose among various departments;
- 20 • Interfering with medical record suspensions, by clearing providers administratively
21 suspended by Medical Staff to proceed with certain procedures;
- 22 • Interfering with proctoring requirements, which are necessary to ensure that
23 Medical Staff provides a safe and competent environment for patients;
- 24 • Interfering with the nomination and election process for appointment of Officers to
25 the Medical Executive Committee. Specifically, Dr. French and the MEC
26 discovered evidence that Mr. Itani and other hospital administrators were
27 threatening physicians who intended to run for leadership positions;
- 28 • Failing to maintain the confidentiality of peer review and medical staff proceedings;

- Non-medical hospital administrators intimidating and bullying doctors regarding patient care decisions. This included threats by Mr. Itani to terminate the contract of a physician he disagreed with on a patient care issue.

40. In February 2024, the MEC became aware that a medical student had been left alone in an operating room after the surgeon left the room. Because the event took place during a medical procedure, the MEC investigated the circumstances. In doing so, the MEC discovered that:

- The medical student in question was Mr. Itani's daughter, who was no longer authorized by the regional Graduate Medical Education program to participate in any way in such procedures—her rotation had been limited to September-October 2023.
- The medical student had assisted in the operating room in several other surgical procedures between October 2023 and March 2024, with many of the surgeons expressing they believed she had residency status.
- Most concerning, this non-credentialed medical student who was the daughter of the CEO had been left alone without a surgeon in attendance to perform surgery duties in clean up.
- The affected patients were not afforded the opportunity to consent to the student's participation in the procedures
- The student accessed patient medical records without proper authorization, a potential HIPAA violation.

41. Dr. French became aware of this significant risk to patients (and liability to the hospital) after an anonymous Midas complaint was placed. It was discovered that the original complaint included the CEO's daughter's name (and other relevant information), but that information had been removed prior to its receipt by the medical staff office. After the GME confirmed she was not a student or resident, Dr. French notified the OR nursing director. Hours later, hospital staff summoned Dr. French, as Chief as Staff, to immediately come to the surgery room because a patient had coded and the CEO's daughter had been in the room. Dr. French was tasked with removing the unlicensed and unprivileged former student

1 from the campus. Attempts to investigate were stonewalled by the quality department, hospital
2 administration, the CRMC Governing Board, Universal executives and Universal counsel.

3 42. These revelations were combined with additional examples of the hospital’s administration
4 interfering with the Medical Staff’s ability to provide excellent care to patients. For example, the
5 administration continued to interfere with routine proctoring procedures, insisting that these procedures
6 did not need to be followed.

7 43. Instead of Universal terminating Mr. Itani for this gross violation of his duty to patient
8 safety, it kept him as CEO. Not surprisingly, Mr. Itani responded to this explosive round of allegations by
9 blaming others, handicapping the medical staff by placing the Assistant to the Medical Staff Director on
10 involuntary medical leave during the meeting in which the Dr. French, an Ad Hoc of the MEC, and the
11 Medical Staff Director was meeting with an Ad Hoc of the Governing Board to show the evidence that
12 supported the existence of patient safety issues at CRMC, including, but not limited to, the evidence of
13 the CEO’s daughter operating, the obstruction of a subsequent investigation, and the subsequent cover-
14 up. Days later, he additionally terminated the Medical Staff Director. Prior to the Medical Staff Director’s
15 termination, her service was valued by the Medical Evaluation Committee and the Medical Staff, and
16 there was no ostensible reason for the sudden termination outside of retaliation for being involved in the
17 process of reviewing the actions of Mr. Itani’s and his daughter.

18 44. When Dr. French could not get Universal, CRMC or Mr. Itani to report this gross violation
19 of protocol and safety, she was forced to be involved in the reporting to the state officials that led to federal
20 officials becoming involved. State officials later confirmed that the complaint she provided was supported
21 by evidence. Again, Universal and Mr. Itani viewed this as “disloyal,” when all Dr. French did was do
22 what her job required and the state mandated. Since then, it has stepped up its reprisals and retaliation
23 against her for this supposed “disloyalty.” If Universal and CRMC had focused on what they should have
24 been focused on—patient safety—this would have never happened in the first place, and if it did, reporting
25 would not have required Dr. French to act as a whistleblower.

1 **I. Universal and CRMC Interferes With The Independence Of The Medical Staff And**
2 **Further Retaliates Against Dr. French By Cancelling Her Physician Services Contract**

3 45. Very soon after the MEC met with Mr. Itani in November 2023 regarding its concerns with
4 administration interference with medical practice, Dr. French’s replacement pulmonologist and several of
5 his colleagues in pulmonology and internal medicine submitted a formal complaint regarding the Medical
6 Staff Officer elections process. The complaints centered around allegations that the voting had been
7 conducted by electronic means rather than paper balloting, that nomination committee notices had been
8 issued with insufficient time, certain potential candidates had been excluded from ballots, and a “Chief of
9 Staff Elect” position had not been properly updated in the bylaws.

10 46. After a review by legal counsel, the MEC confirmed that the process had been in substantial
11 compliance with the Bylaws and voted to proceed with the pending election process, in part because it
12 was the same process that had been used in recent past elections without complaint.

13 47. After the results of the election were announced (and Dr. French maintained her position
14 as Chief of Staff), the CRMC administration terminated its 50% funding of Medical Staff Officer stipends,
15 a longtime tradition at CRMC. In addition, Mr. Itani and the hospital administration (with newly appointed
16 members including Edward Sims and the corporate CMO David Rice) insisted—despite the MEC’s
17 autonomy in medical staff decisions—that the Medical Staff hold new elections in light of the complaint.
18 The two Governing Board members representing the MEC (per the bylaws), Dr. Dada and Dr. French,
19 were excluded from all governing board meetings related to these issues and all closed sessions of the
20 Governing Board as of February 2024.

21 48. Despite the good faith of the MEC, CRMC took the position that it would pursue litigation
22 to force the MEC into an immediate election. CRMC also asserted that individual members of the MEC
23 would be named in the litigation.

24 49. In light of CRMC’s ongoing interference with internal staff matters and the threat of having
25 to defend personal litigation, members of the MEC were left with no option other than to resign from their
26 Officer and Medical Staff leadership positions.

27 50. On June 14, 2024, Mr. Itani resigned as CEO and Universal appointed an interim CEO
28 Morgan Topper. On August 5, 2024, CRMC at the direction of Universal terminated her physician

1 services contract. This final action of retaliation against Dr. French by Universal, CRMC and CEO Topper
2 was not warranted in any respect and most importantly has put patient safety at risk. Dr. French has treated
3 for the last 10 years some of the sickest patients in the hospital with amazing results. Currently, Dr. French
4 is responsible for the treatment of all 61 of the sickest and most vulnerable patients at the Corona Regional
5 Medical Center Rehabilitation Hospital. Many of these patients are unable to speak, as they all have
6 tracheostomies, with many requiring ventilator support. They rely on Dr. French’s extensive knowledge
7 of their conditions, gained from years of treatment, and her ability to interpret their non-verbal cues.
8 The cancellation of this contract is admittedly without cause—it is pure retaliation for Dr. French’s
9 insistence on fulfilling her responsibilities to her patients and fellow physicians, and it puts her patients at
10 direct risk – especially with complications resulting in rehospitalization.

11
12 **PARTIES**

13 51. Plaintiff Aimee French is a medical doctor whose residence and business is in Riverside
14 County, California.

15 52. Plaintiff French Medical Corporation is a professional corporation wholly owned by Dr.
16 French that entered into the Physician Service contracts discussed herein and operates as a dba Breath
17 Clinic in Riverside County. French Medical Corporation is a California professional corporation located
18 in Riverside County, California.

19 53. Defendant Universal Health Services, Inc. is a publicly traded Fortune 500 holding
20 company. It is incorporated in Delaware and is headquartered in Pennsylvania. It owns, maintains, directs
21 and controls a number of hospitals and medical facilities throughout the United States and the United
22 Kingdom through a series of wholly owned and controlled subsidiaries. It owns, maintains, directs and
23 controls CRMC and the Corona Regional Medical Center Rehabilitation Hospital directly and through its
24 wholly owned and controlled subsidiaries.

25 54. Universal Health Services, Inc, executives are employed by Defendant Universal Health
26 Services of Delaware, Inc, that is also incorporated in Delaware and has the same headquarters building
27 in Pennsylvania as its parent company. Universal Health Services of Delaware, Inc. is a wholly owned,
28 maintained and controlled subsidiary of Universal Health Services, Inc. It directs and controls CRMC and

1 Corona Regional Medical Center Rehabilitation Hospital directly and through other wholly owned and
2 controlled subsidiaries of Universal.

3 55. Defendant Southwest Healthcare, legal entity unknown, is identified by Universal as a
4 division of Universal Health Services, Inc. and is responsible for the management of Southwest medical
5 facilities, including CRMC, Corona Regional Medical Center Rehabilitation Hospital, three other Inland
6 Empire hospitals, and one Los Angeles County hospital. Southwest Healthcare is headquartered in
7 Temecula, California. It directs and controls CRMC and Corona Regional Medical Center Rehabilitation
8 Hospital directly and through other wholly owned and controlled subsidiaries of Universal.

9 56. Defendant UHS-Corona, Inc. is believed to be a California corporation and is doing
10 business as Defendant Corona Regional Medical Center located in Corona, California. It directs and
11 controls CRMC and Corona Regional Medical Center Rehabilitation Hospital directly and through other
12 wholly owned and controlled subsidiaries of Universal.

13 57. Defendant Sam Itani was the Universal-appointed CEO of CRMC, located in Corona,
14 California. His present state of resident is unknown, but at all times relevant to the lawsuit is believed to
15 be a California resident.

16 58. Defendant Edward Sim was at all times relevant herein, Universal Health Services, Inc.
17 and Universal Services of Delaware, Inc. Executive Vice-President Acute Care Division, and such was
18 one of the individuals directing the actions taken against Dr. French and the physicians of CRMC. His
19 state of residence is unknown at this time.

20 59. Defendant Morgan Topper was appointed by Universal as interim CEO of CRMC to
21 replace Mr. Itani. His state of residence is unknown, but he currently resides and works in Riverside
22 County.

23 60. Does 1-50 are Defendants who their identify or actions that would rise to an actionable
24 level are unknown to Plaintiffs and as such they have been named as Doe Defendants. Plaintiff reserves
25 the right to name the Doe Defendant as their identities or actions become known.

26 61. Each of the Defendants named (including Doe Defendants) in the complaint were
27 responsible for the damages to Plaintiff. For the actions they are alleged to have done, based on
28

1 information and belief, they were acting at the direction of, or with the knowledge of, each of the other
2 Defendants. As such each Defendant is jointly and severally responsible for the damages alleged in the
3 lawsuit.

4 62. Specifically, Universal Health Services, Inc. through its wholly owned subsidiaries.
5 including UHS of Delaware, Inc., directed, and controlled each of the other Defendants in the actions that
6 they took, or if they did not have direct knowledge, they ratified such conduct.

7 **JURISDICTION AND VENUE**

8 63. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure
9 sections 395 and 410.10.

10 64. Venue is proper in this Court because Dr. French is located in the City of Corona, County
11 of Riverside, State of California, and a substantial portion of the violations of law alleged herein occurred
12 in Riverside County, or were directed to be carried out in Riverside County.

13 65. This Court has personal jurisdiction because Dr. French resides in this County and submits
14 to the Court's jurisdiction. This Court has personal jurisdiction over each Defendant because they either
15 reside in the County, or because they conducted and continue to conduct substantial business in the
16 County, and because they committed the acts and omissions described herein in the County.

17 66. At all relevant times, all Entity Defendants (Universal Health Services, Inc., UHS of
18 Delaware, Inc., Southwest Healthcare, UHS-Corona, CRMC, and Does 1-50 are believed to either be
19 incorporated under the laws of the State of California, and/or have their principal place of business in this
20 State, or controlled, directed or maintained CRMC and those activities are substantially connected to
21 Plaintiff and the claims alleged herein.

22 67. Plaintiffs are informed and believe, and based thereon allege that, at all relevant times, the
23 true names and capacities, whether individual, corporate, or otherwise, of Defendants DOES 1 through
24 10, inclusive, were unknown to Plaintiffs at the time of original filing of the Complaint in this action and,
25 therefore, sue said Defendants by fictitious names. Each of the Defendants designated herein by fictitious
26 names is in some manner legally responsible for the events and happenings being referred to and caused
27 the damages proximately and foreseeably to Plaintiffs as alleged herein.
28

1 68. Plaintiffs are informed and believe, and based thereon allege that, at all relevant times, all
2 acts and omissions of said Defendants, including named Defendants and DOES 1 through 10, were
3 undertaken by each of the Defendants and said Defendants' agents, servants, employees, and/or owners,
4 acting in the course and scope of its or their respective agencies, services, employments, and/or
5 ownerships.

6 69. On information and belief, one or more DOE Defendants is a California resident or
7 company with its principal place of business in California. Plaintiffs will name DOES 1 through 10 once
8 information and/or material necessary to properly identify each of the DOE Defendants becomes
9 available.

10 **CAUSES OF ACTION**

11 **FIRST CAUSE OF ACTION**

12 **VIOLATION OF HEALTH AND SAFETY CODE SECTION 1278.5**

13 **(All Entity Defendants and DOES 1-50, Inclusive)**

14 70. Dr. French realleges and incorporates by reference each and every allegation set forth
15 above as though fully set forth herein.

16 71. California Health and Safety Code § 1278.5 provides that: "The Legislature finds and
17 declares that whistleblower protections apply primarily to issues relating to the care, services, and
18 conditions of a facility.... No health facility shall discriminate or retaliate, in any manner, against any
19 patient, employee, member of the medical staff, or any other health care worker of the health facility
20 because that person has done either of the following: (A) Presented a grievance, complaint, or report to
21 the facility, to an entity or agency responsible for accrediting or evaluating the facility, or the medical staff
22 of the facility, or to any other governmental entity...[or] (B) Has initiated, participated, or cooperated in
23 an investigation or administrative proceeding related to, the quality of care, services, or conditions at the
24 facility that is carried out by an entity or agency responsible for accrediting or evaluating the facility or
25 its medical staff, or governmental entity."

26 72. Dr. French presented a grievance, complaint, or report to the facility and "initiated,
27 participated, or cooperated in an investigation" regarding the quality of care, services, or conditions at the
28

1 facility. The conditions she warned about posed a significant health risk for current and future patients
2 utilizing Defendant's services and medical facilities.

3 73. Because Dr. French properly and accurately reported and attempted, in her duly-elected
4 Medical Staff leadership position and a Health Staff Member to remedy the matters previously alleged,
5 Plaintiff was subjected to a continuous course of conduct by Defendant and its employees, agents, and/or
6 independent contractors, and DOES 1 through 50. This campaign was intended to harass, exclude,
7 humiliate, intimidate, and retaliate against Plaintiff, and cause damage to her reputation and illegally force
8 her to leave CRMC.

9 74. Defendants' harassing, exclusionary, humiliating, intimidating, and retaliatory conduct
10 includes, but is not limited to:

- 11 (1) terminating Dr. French's contractual relationships with the hospital without cause;
- 12 (2) ongoing hostility in the work environment (unrelated to any peer review);
- 13 (3) failing to protect Dr. French from retaliation for whistleblowing and taking adverse actions
14 against non-medical hospital administrators; and
- 15 (4) intolerable working conditions.

16 These actions were taken for the direct purposes of retaliating against Plaintiff in violation of
17 Health and Safety Code § 1278.5, as well as public policy of the State of California.

18 75. As the result of Defendants' conduct, including the conduct of its employees, agents, and/or
19 independent contractors, Dr. French has sustained damages, the exact amount and nature of said losses to
20 be stated according to proof, pursuant to California Code of Civil Procedure section 425.10.

21 76. Furthermore, Dr. French has general damage and damage to her reputation, according to
22 proof.

23 77. Based on Defendants' extreme and unconscionable conduct, Dr. French is entitled to
24 recovery of attorney's fees and costs.

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28 ///

1 **SECOND CAUSE OF ACTION**

2 **VIOLATION OF GOVERNMENT CODE SECTION 12653**

3 **(All Defendants and Does 1-50, Inclusive)**

4 78. Dr. French realleges and incorporates by reference all other paragraphs of this complaint
5 as though set forth in full herein.

6 79. California Government Code § 1263(a) provides that “Any employee, contractor, or agent
7 shall be entitled to all relief necessary to make that employee, contractor or agent whole, if that employee,
8 contractor, or agent is discharged, demoted, suspended, threatened, harassed, or in any other manner
9 discriminated against in the terms and conditions of that employee’s contractor’s, or agent’s employment
10 because of lawful acts done by the employee, contractor, agent or associated others in furtherance of an
11 action under this section or other efforts to stop one of more violations of this article.

12 80. The actions taken against Dr. French as alleged herein violate California Government Code
13 § 1263(a).

14 81. As a direct result of such action, Dr. French is entitled reinstatement of her positions, two
15 times the amount of back pay, interest on the back pay, special damages and punitive damages.

16 **THIRD CAUSE OF ACTION**

17 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 2056(b)**

18 **(All Defendants and Does 1-50, Inclusive)**

19 82. Dr. French realleges and incorporates herein by reference the above, inclusive, as if fully
20 set forth herein.

21 83. California Business and Professions Code section 2056(b) provides that “a physician and
22 surgeon [must] be encouraged to advocate for medically appropriate health care for his or her patients.
23 For purposes of this section, “to advocate for medically appropriate health care” means to appeal a payor’s
24 decision to deny payment for a service pursuant to the reasonable grievance or appeal procedure
25 established by a medical group, independent practice association, preferred provider organization,
26 foundation, hospital medical staff and governing body, or payer, or to protest a decision, policy, or practice
27 that the physician, consistent with that degree of learning and skill ordinarily possessed by reputable
28

1 physicians practicing according to the applicable legal standard of care, reasonably believes impairs the
2 physician's ability to provide medically appropriate health care to his or her patients.

3 84. California Business and Professions Code section 2056(c) provides that “[t]he application
4 and rendering by any person of a decision to terminate an employment or other contractual relationship
5 with, or otherwise penalize, a physician and surgeon principally for advocating for medically appropriate
6 health care consistent with that degree of learning and skill ordinarily possessed by reputable physicians
7 practicing according to the applicable legal standard of care violates the public policy of this state. No
8 person shall terminate, retaliate against, or otherwise penalize a physician and surgeon for that advocacy,
9 nor shall any person prohibit, restrict, or in any way discourage a physician and surgeon from
10 communicating to a patient information in furtherance of medically appropriate health care.”

11 85. Here, as more fully described above, Dr. French had reasonable cause to believe that
12 Defendants had violated state and federal law, and applicable regulations. Dr. French disclosed to
13 Defendants and DOES 1-50 her concerns on numerous occasions, her belief that the law and standard of
14 care had been violated.

15 86. Defendants, and DOES 1-50, had authority over Dr. French, and had authority to
16 investigate, discovery, or correct the violations Dr. French identified and disclosed.

17 87. Defendants, and DOES 1-50, retaliated against Dr. French as alleged herein.

18 88. As a direct and proximate result of Defendants, DOES 1-50, and each of their violations of
19 the above referenced provisions, Dr. French is entitled to an order restatement her contracts and positions,
20 and for general, compensatory, emotion distress and punitive damage as allowed by law.

21 **FOURTH CAUSE OF ACTION**

22 **BREACH OF CONTRACT**

23 **(Defendants Southwest Healthcare Systems, UHS-Corona, Inc., CRMC, and DOES 1-50, Inclusive)**

24 89. Dr. French repeats, re-alleges, and incorporates each and every allegation set forth above
25 as though fully set forth herein.

26 90. Dr. French entered into several contracts to provide services, through her professional
27 corporation with Defendants. These contracts include:
28

- 1 • Professional Intensivist Services Agreement
- 2 • Clinical Services and Call Coverage Agreement
- 3 • Subacute Medical Director Agreement
- 4 • Pulmonary Medical Director Agreement
- 5 • COVID19 Intensivist Coverage
- 6 • Faculty Services Agreement
- 7 • Chief of Staff Services Agreement

8 The first six agreements shall be referenced herein as the “Service Agreements” because they
9 governed Dr. French’s contractual provisions of medical services to CRMC. The Chief of Staff Services
10 Agreement reflected Dr. French’s provision of services to the hospital as Chief of Staff.

11 91. Despite performing well and providing excellent patient care, and physician support and
12 fulfilling all the obligations under the contracts, CRMC determined to push Dr. French out the door
13 because of her insistence on keeping patient care and physician independence independent of corporate
14 interference. First, CRMC unilaterally canceled Dr. French’s Service Agreements in retaliation for Dr.
15 French’s reports regarding Mr. Itani. Then, they began a campaign to harass and bully Dr. French, hoping
16 that she would decide to step down from her elected position as medical Chief of Staff and member of the
17 Medical Evaluation Committee. Despite the campaign against her, Dr. French refused to do so. Instead,
18 she continued performing those responsibilities she was left and providing excellent patient care and
19 supporting the other physicians.

20 92. Defendants breached and illegally terminated each of these contracts.

21 93. This termination is a breach of Dr. French’s agreements. Likewise, the termination of Dr.
22 French’s service contracts were without cause and a further breach.

23 94. Furthermore, California law implies in every contract a covenant of good faith and fair
24 dealing, unless the contract expressly states otherwise. The covenant of good faith and fair dealing aims
25 to effectuate the contract’s purposes and promises, and to protect the parties’ legitimate expectations based
26 upon the terms of the contract.

27 95. Defendants unfairly intervened with Plaintiff’s right to receive the benefits of the
28 agreements by, among other things, prematurely terminating Plaintiff’s contracts without cause and

1 convincing Plaintiff to cooperate in a succession process to become Chief Medical Officer even though
2 Defendants were aware that no such appointment would take place.

3 96. Dr. French has performed all covenants, conditions, and promises required of her pursuant
4 to her agreements with Defendants, except as the same have been excused, waived, or prevented by
5 Defendants' conduct or by operation of law.

6 97. As a result of Defendants breach of the Service Agreements, Dr. French has been damaged
7 in an amount to be proven at trial.

8 **FIFTH CAUSE OF ACTION**

9 **INTENTIONAL INTERFERENCE WITH CONTRACTS**

10 **(All Defendants and DOES 1-50, Inclusive)**

11 98. Dr. French realleges and incorporates by reference each and every allegation set forth
12 above as though fully set forth herein.

13 99. The Service Agreements are each valid and enforceable contracts.

14 100. Dr. French performed all, or substantially all, of her obligations under the Service
15 Agreements, other than those excused or frustrated by Defendants.

16 101. Defendants and each of them were aware of the Service Agreements.

17 102. Through the conduct described above, Defendants intended to induce a breach of the
18 Service Agreements and the Chief of Staff Agreement. At a minimum, the Defendants knew that their
19 actions would cause a breach of Dr. French's agreements.

20 103. Defendants' conduct in inducing this breach was a substantial factor in causing Dr. French
21 harm.

22 104. As a direct and proximate result of Defendants' inducing this breach, Dr. French has
23 suffered damages in an amount to be determined at trial.

24 105. Defendants' conduct was intentional, willful, and malicious and done in conscious
25 disregard of Dr. French's rights, safety, and well-being and with the intent to vex, injure, and annoy Dr.
26 French. As such, Dr. French requests that exemplary and punitive damages be assessed against Defendants
27 in an amount sufficient to punish them and to deter others from engaging in similar conduct.
28

1 **SIXTH CAUSE OF ACTION**

2 **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

3 **(All Defendants and DOES 1-50, Inclusive)**

4 106. Dr. French realleges and incorporates by reference each and every allegation set forth
5 above as though fully set forth herein.

6 107. As outlined above, Plaintiffs and CRMC maintained an economic relationship beginning
7 in 2013. From 2013 onward, Plaintiffs' economic relationship with CRMC grew, leading to various
8 contractual agreements to provide medical staffing and services to CRMC including, intensivist and
9 pulmonary care coverage, as well as services as a faculty member, medical director, and chief of staff.

10 108. This economic relationship continued throughout the period described herein and provided
11 economic benefits to Plaintiffs. These contractual agreements also provided a great probability of future
12 economic benefits for Plaintiff.

13 109. At all times relevant, Defendants knew of Service Agreements and Plaintiffs' economic
14 relationship with CRMC.

15 110. Through the conduct described above, Defendants intended to induce a breach of the
16 Service Agreements and disrupt Plaintiffs' economic relationship with CRMC. At a minimum, the WCE
17 Defendants knew that their actions would cause a breach of Dr. French's agreements with Defendants.

18 111. Defendants' interfering acts were independently wrongful because, as described above,
19 Defendants undertook said actions to retaliate against Dr. French for reporting concerns regarding the
20 quality of care, services, or conditions at the facility to supervisors and governmental agencies. Such
21 retaliation was unlawful as it violated, among other things, Health and Safety Code section 1278.5,
22 Government Code section 12657, and Government Code section 2056.

23 112. Defendants' conduct in inducing this breach was a substantial factor in causing Plaintiffs'
24 harm.

25 113. As a direct and proximate result of Defendants' inducing this breach, Plaintiffs have
26 suffered damages in an amount to be determined at trial.

27 114. Defendants' conduct was intentional, willful, and malicious and done in conscious
28 disregard of Dr. French's rights, safety, and well-being and with the intent to vex, injure, and annoy Dr.

1 French. As such, Dr. French requests that exemplary and punitive damages be assessed against Defendants
2 in an amount sufficient to punish them and to deter others from engaging in similar conduct.

3 **SEVENTH CAUSE OF ACTION**

4 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

5 **(All Defendants, and Does 1-50, inclusive)**

6 115. Dr. French realleges and incorporates herein by reference the above, inclusive, as if fully
7 set forth herein.

8 116. Defendants' treatment of Dr. French was outrageous and exceeded all bounds of that
9 usually tolerated in a decent and civilized society. Defendants intentionally directed their conduct towards
10 Dr. French and intended—or acted with reckless disregard toward the possibility—that Dr. French would
11 suffer severe emotional distress as a result of not only how the actions affected her personally, but also
12 the terrible effect it would have on her patients and other medical staff.

13 117. As a direct and proximate cause of Defendants' conduct, Dr. French suffered and continues
14 to suffer severe emotional distress from the actions taken by Defendant.

15 118. Dr. French has suffered damages in an amount to be determined at trial.

16 119. Defendants' conduct was intentional, willful, and malicious and done in conscious
17 disregard of Dr. French's rights, safety, and well-being and with the intent to vex, injure, and annoy. Dr.
18 French requests that exemplary and punitive damages be assessed against Defendants in an amount
19 sufficient to punish them and to deter others from engaging in similar conduct.

20 **EIGHTH CAUSE OF ACTION**

21 **DECLARATORY AND INJUNCTIVE RELIEF**

22 **(Defendants Universal Health Services, Inc., UHS of Delaware, Inc., Southwest Healthcare,**
23 **UHS-Corona, Inc., CRMC, Edward Sim and Morgan Topper and Does 1-10, Inclusive)**

24 120. Dr. French realleges and incorporates herein by reference the above, inclusive, as if fully
25 set forth herein.

26 121. Pursuant to causes of action stated herein, Dr. French is entitled to declaratory relief
27 relating to the legal rights and duties of the respective party's written instruments, the law and fiduciary
28

1 duties owed by the Defendants and Dr. French request that these rights and duties be adjudged by this
2 Court.

3 122. Furthermore, as Defendants are continuing to engage in conduct in violation of the causes
4 of action stated herein causing ongoing harm to Dr. French, patients and physicians. Plaintiff seeks a
5 temporary restraining order, preliminary and permanent injunction to restore Dr. French to her positions,
6 to restore the Subacute contract currently being terminated, and to monitor and order that Defendants
7 immediately stop such actions to halt the damage to Dr. French, and to patients and medical staff at CRMC
8 and Corona Regional Medical Center Rehabilitation Hospital.

9 **JURY DEMAND**

10 Dr. French hereby demands a jury trial on all claims for relief alleged in, and on all issues raised
11 by, this Complaint.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff Dr. Aimee French, prays judgment against Defendant, and damages and
14 orders according to proof and as follows:

- 15 1. For injunctive relief, including reinstatement and an order halting the illegal actions of the
16 Defendants;
- 17 2. For special, contractual and compensatory damages;
- 18 3. For general damages;
- 19 4. For damages for loss of reputation;
- 20 5. For emotional distress damages;
- 21 6. For punitive damages;
- 22 7. For costs of suit incurred herein;
- 23 8. For pre- and post-judgment interest;
- 24 9. For attorneys' fees and costs;
- 25 10. For such other and further relief as this Court may deem just and proper.

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1 Dated: August 26, 2024

MCCUNE LAW GROUP

**McCune Wright Arevalo Vercoski
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