

IN THE COMMON PLEAS COURT, LUCAS COUNTY OHIO

**Marcus Rushing**  
1144 S Detroit Ave  
#141184  
Toledo, Ohio 43614

Plaintiff,

vs.

**Wood Health Company, LLC**  
950 W Wooster Street  
Bowling Green, OH 43402

And

**Wood County Hospital**  
950 W Wooster Street  
Bowling Green, OH 43402

And

**The Toledo Clinic**  
One Seagate  
27<sup>th</sup> Floor  
Toledo, OH 43604

And

**Stanley R. Korducki**  
950 W. Wooster St  
Bowling Green, OH 43402

And

CASE NO. G-4801-CI-0202402248-000

JUDGE: DEAN P. MANDROS

AMENDED COMPLAINT: Trial by Jury

Independence Health Employer  
Services, LLC

41 South High St, Ste 2800  
Columbus, OH 43215

And

Independence Health, Inc

41 South High St, Ste 2800  
Columbus, OH 43214

And

Mike Munir Ariss

950 W Wooster St  
Bowling Green, OH 43402

Defendants.

### **COMPLAINT AT LAW**

NOW COMES the Plaintiff, Marcus Rushing (hereinafter referred to as "Plaintiff"),  
represented Pro Se, hereby alleges and states as follows:

### **PARTIES**

1. The Plaintiff is a member of a federally protected class.
2. At all times relevant hereto, the Plaintiff was the only African American employee of Independence Health Employer Services
3. At all times relevant hereto, the Plaintiff was the only African American employee in his immediate clinical environment of the Employer Services division of Falcon Health Center in Bowling Green, OH.
4. At all times relevant hereto, the Plaintiff was the only African American employee in his immediate clinical environment of the Employer Services division of Fallen Timbers Clinic in

Maumee, OH.

5. The Plaintiff served as Medical Director for Independence Health Employer Services which is a consortium between Wood County Hospital and The Toledo Clinic
6. The Plaintiff was recruited by Independence Health Employer Services, LLC, (hereinafter "IHES") which is a subsidiary of Independence Health, Inc to (a) serve as Medical Director for Employer Services at Wood County Hospital, and to (b) serve as Medical Director for IHES, a consortium between Wood County Health and The Toledo Clinic.
7. (A) Paragraph (2) of the Plaintiff's Employment Agreement entitled, "Duties of Physician" reads: "... Physician will...provid[e] employer services...for Employer [WOOD HEALTH COMPANY, LLC] and as leased to Employer's affiliate, Independence Health Employer Services ('IHES') [**EXHIBIT A**].
8. The Plaintiff performed medical directorship services for Independence Health Employer Services, The Toledo Clinic, and Wood County Hospital.
9. The Plaintiff's employment contract and time was funded by Wood County Hospital and The Toledo Clinic.
10. The Plaintiff served as a Medical Director for the Toledo Clinic at a clinical site managed, operated, and staffed by The Toledo Clinic.
11. The Plaintiff served as Medical Director for Employer Services division of Falcon Health Center in Bowling Green, OH.
12. The Plaintiff served as Medical Director for Wood County Hospital's employer services.
13. Mike Munir Ariss, (hereinafter "Mr. Ariss") CEO of IHES and VP of Strategic Partnerships at Wood County Hospital, served as the direct supervisor for the Plaintiff.
14. Stanley R. Korducki, (hereinafter "Mr. Korducki") CEO of Wood Health Company, LLC and CEO of Wood County Hospital Association, served as direct supervisor to Mr. Ariss.
15. The Plaintiff had a valid contract with Wood Health Company, LLC and IHES [**EXHIBIT**

A].

16. The Plaintiff had an implied contract with Wood County Hospital, LLC, Independence Health, Inc, and The Toledo Clinic, by reason of verbal and written testimony of both Mr. Korducki and Mr. Ariss, and by reason of the services that the Plaintiff provided for Wood County Hospital, IHES, and their affiliates, and in accordance with Section 2305.07 of the Ohio Revised Code.
17. At all times relevant herein, the Defendants refer to Wood County Hospital, LLC, Wood Health, LLC, IHES, The Toledo Clinic, as well as their actual agents, their apparent agents, and their employees.

#### **FACTS COMMON TO ALL PLEAS**

18. The Plaintiff signed a contractual employment agreement with Defendant on or around Oct 9 of 2022.
19. The Plaintiff completed an application for employment with Defendant on or around Oct 13 of 2022.
20. The Plaintiff received verification from the Defendant that he was properly credentialed.
21. Because the Plaintiff had successfully fulfilled the terms of his employment contract the Defendant approved the start date of his employment contract from March 1 of 2023 to Jan 17 of 2023 [**EXHIBIT B**].
  - a. The aforementioned demonstrated how the Defendant had the authority and willingness to modify the Plaintiff's contract at-will independent of hospital policy, by-laws, and the Plaintiff's fully executed and agreed upon contract.
22. The Defendant paid to transport the Plaintiff and his family to Northwest Ohio [**EXHIBIT C**]
23. Specifically, page 3, paragraph (3), subparagraph (C) of the Plaintiff's Employment Agreement states as follows:

"Physician will be reimbursed up to Ten Thousand and 00/100 Dollars (\$10,000.00) for eligible moving expenses submitted to Employer within 12 months of the commencement of employment. To be eligible for reimbursement moving expenses must comply with Employer's policies and procedures."
24. The Plaintiff received reimbursement for moving expenses from the Defendant on or around

April 24 of 2023, indicating that the Plaintiff had complied with all of the Employer's policies and procedures [EXHIBIT C].

25. The Defendant began to pay the Plaintiff according to the contract on or around Feb of 2023.
26. The Plaintiff successfully performed the duties outlined in his employment contract [EXHIBITS A - C]
27. The Plaintiff successfully performed the duties requested of him by the Defendants that exceeded what was required in his contract.
28. The Plaintiff received feedback from the Defendant that he was successfully performing his employment duties.
29. On or around Jan 10 of 2023, the Plaintiff opposed discrimination by engaging in federally protected activity against a former employer, the McGaw Medical Center of Northwestern University, EEOC # 440-2023-02757.
30. On or around March 2 of 2023, the McGaw Medical Center of Northwestern University surreptitiously reached out via facsimile to a business affiliate of the Defendant, the Credentialing Corporation of America, LLC [EXHIBIT D].
31. In or around March of 2023, the McGaw Medical Center of Northwestern University reached out directly to the Defendant regarding the Plaintiff.
32. At that time the McGaw Medical Center of Northwestern University requested that the Defendant get the Plaintiff to sign a waiver exonerating the McGaw Medical Center of Northwestern University. The exoneration language within the waiver reads as follows [EXHIBIT D]:
  - a. "I hereby release and forever discharge McGaw including its corporate members, directors, officers, employees, agents, faculty, representatives, affiliates, partners, program directors, assistant program directors from any and all liability whatsoever relating to the release of the information and documents described above including, but not limited to, contract claims, court claims, defamation claims, discrimination claims (including, but not limited to, claims based on age, sex, national origin, sexual orientation, religion, race, ancestry, color, disability, harassment, retaliation, and other legally protected category or characteristic) and/or any other claims whatsoever. This release includes a waiver of all unknown claims. I, Marcus Dewayne

Rushing, hereby voluntarily enter into this authorization and release, with full knowledge of its legal significance, this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_Signature.”

33. While the Plaintiff was recovering on sick-leave on or around March 16 of 2023, the Defendant requests a mandatory meeting with the Plaintiff.
34. On or around March 16 of 2023, the Plaintiff met with Mr. Korducki, Mr. Ariss and the Dir of Credentialing for Wood County Hospital.
35. At the March 16, 2023 mandatory meeting the Defendant asked the Plaintiff to explain his departure from the McGaw Medical Center of Northwestern University
36. At the March 16, 2023 mandatory meeting the Plaintiff provided to the Defendant a copy of an official document that stated the following **[EXHIBIT D]**:
  - a. **“The evidence shows that the claimant [Marcus Rushing] voluntarily left work at MCGAW MED CENTER OF NORTHWESTERN U...because of harassment and discrimination, which caused an undue hardship. The claimant [Marcus Rushing] provide[d] information to support his reason for leaving. The employer was attributable to the cause of separation.”**
37. At the March 16, 2023 mandatory meeting the Plaintiff provided to the Defendant a copy of a race-based threat that was placed in the performance evaluation of the Plaintiff when he was an employee at the McGaw Medical Center of Northwestern University.
38. The threat reads as follows:
  - a. **“I know that a big part of your character is seeking truth, and it may feel disingenuous to endorse anything that you disagree with. But it will bite you in the ass if you don’t learn to concede sometimes to the group, even if they are wrong. You can be completely right, and it won’t matter if people have already turned against you. It is a dangerous world for a Black man, and you can’t afford to make it more dangerous for yourself by being unable to let things go”.**
39. The Defendant then asked the Plaintiff to sign a waiver with exoneration language for the McGaw Medical Center of Northwestern University in paragraph 32.a above.
40. Mr. Korducki requested to see confidential documents related to the Plaintiff’s departure from the McGaw Center of Northwestern University.
41. The Plaintiff felt pressured to comply to Mr. Korducki’s request because of his leadership role

with Wood Health and Wood County Hospital.

42. Among the documents shown to Mr. Korducki was the resolution of a false patient complaint that was instigated and launched against the Plaintiff in retaliation after he had opposed discrimination [**EXHIBIT D**].
43. At the March 16, 2023 mandatory meeting, the Plaintiff explained that he does not feel comfortable signing the waiver because he felt that the waiver would interfere with his rights to engage in a federally protected activity against the McGaw Medical Center of Northwestern University for continued retaliation against the Plaintiff.
44. The Plaintiff also explained that he was uncomfortable signing the Waiver because the Plaintiff had already granted the Defendant complete access to all prior employment records and history when the Plaintiff signed Wood County Hospital's own waiver request [**see EXHIBIT D, pg 8**]
45. On or around March 22, 2023, Mr. Ariss interrupts the Plaintiff while he is providing medical care for patients to request that the Plaintiff sign the Waiver exonerating the McGaw Medical Center of Northwestern University.
46. During that meeting, the following occurred:
  - a. Mr. Ariss asked the Plaintiff if he was represented by an attorney.
  - b. Mr. Ariss threatened termination if the Plaintiff did not sign the Waiver exonerating the McGaw Medical Center of Northwestern University.
  - c. The Plaintiff explained to Mr. Ariss that as a part of his signed application for employment, he had already provided the Defendant with consent to request and receive any previous employment records, such that no additional signed Waiver would be needed.
  - d. The Plaintiff further explained to Mr. Ariss that he would agree to sign any Waiver that excluded the exoneration listed in paragraph 19 above.
  - e. On or around March 30 of 2023, Mr. Ariss, appearing frustrated, interrupts the Plaintiff while he is providing medical care for patients, demands to meet regarding the Waiver.
47. During that meeting the following occurred:
  - a. The Plaintiff explains to Mr. Ariss that his repeated meeting requests regarding the Waiver were unwanted, inappropriate and felt like harassment.
  - b. The Plaintiff further explained Mr. Ariss pressures the Plaintiff to sign the Waiver
  - c. The Plaintiff asks for an update regarding the removal of the exoneration language from the Waiver

- d. Mr. Ariss explains that the McGaw Medical Center of Northwestern University has declined the request to modify their waiver.
  - e. The Plaintiff explains that by signing the Waiver he felt he would be interfering with his right to engage in a federally protected activity.
48. Between April 5 and April 6 of 2024, Mr. Korducki leaves several voice messages on the Plaintiff's phone requesting that the Plaintiff return a call to discuss the McGaw Medical Center of Northwestern University waiver.
49. During a phone call on April 6 of 2024 between Mr. Korducki and the Plaintiff, the following occurs:
- a. Mr. Korducki explains to the Plaintiff that a signed waiver (from paragraph 19 above) was needed to make sure that the Plaintiff was "qualified as a physician".
  - b. The Plaintiff explains to Mr. Korducki that his Board Certification, Medical Licensure, successful completion of specialized training in his medical subspecialty, various other certifications, as well as successful completion of his duties as Medical Director were proof that the Plaintiff was "qualified as a physician".
  - c. Mr. Korducki then pivots and explains that the signed Waiver was needed to make sure that there were no "disciplinary actions" against the Plaintiff.
  - d. The Plaintiff explained to Mr. Korducki that he was licensed in several states with zero malpractice claims and had no pending, past or future disciplinary actions with any previous employer or training program.
  - e. Mr. Korducki then pivots again and explains that the signed Waiver was needed because none of the Plaintiff's previous training experiences had been verified by credentialing. However, during the same phone call, Mr. Korducki would later recant that statement by stating that he did not in fact know what credentialing items were missing.
  - f. The Plaintiff would later confirm that all previous training experiences had been verified and sent to the Defendant.
  - g. Mr. Korducki then pivots and states that the signed Waiver was needed for credentialing in order to bill for services.
  - h. The Plaintiff explained to Mr. Korducki that the Plaintiff was successfully credentialed with the BWC State Workers Compensation System since starting in Jan of 2023 and that his contractual duties as Medical Director did not require any other credentialing with third-party private insurers [EXHIBIT C]
  - i. The Plaintiff asserted that no other provider was required to be credentialed with third-party private insurers.
  - j. Mr. Korducki then pivots and explains that the signed Waiver was needed in order to complete credentialing for Wood County Hospital.



50. The Plaintiff was already successfully credentialed.
51. The Defendant had already approved an earlier start date.
52. The Defendant had already defrayed the cost to transport the Plaintiff and his family to Northwest Ohio, and had started to compensate the Plaintiff according to the agreed-upon contractual arrangement [**EXHIBITS B-C**].
53. Nowhere in Wood County Hospital's policy is there a requirement to sign any such Waiver.
54. "Hospital credentialing" was typically used for healthcare providers seeking hospital privileges (e.g., the ability to admit patients to the hospital and to care for patients in the inpatient setting) and none of the Plaintiff's contractual duties required hospital privileges.
55. The Plaintiff's contract references in paragraph (1) entitled "Employment", the following clause, "...Physician has been granted medical staff privileges in occupational medicine ("Physician's Specialty")
56. The Plaintiff was an Occupational Medicine specialist and not a hospitalist, surgeon, or emergency physician, who would require hospital admitting privileges for billing or patient care.
57. From the time at which the Plaintiff signed his employment agreement to the time which he was wrongfully terminated, there was no such clause or provision within the Hospital policy that specified what constituted "medical staff privileges in occupational medicine".
58. The Defendant's own Application for Employment implies that hospital privileges are required for a physician to perform certain inpatient procedures (e.g., anesthesia)
59. **EXHIBIT C**, pg 1 entitled "Wood County Hospital", paragraph (1) that reads "In order to be granted [hospital] privileges to perform moderate or deep sedation procedures..."
60. By reason of the aforementioned statement even the Defendant acknowledged that hospital privileges were for physicians performing hospital procedures and not for ambulatory care physician's like the Plaintiff.
61. Paragraph (6) of the Plaintiff's employment agreement also stated, "Physician...will...maintain appropriate clinical privileges which permit Physician to provide a full range of services in Physician's Specialty at Hospital"

62. From the time the Plaintiff had started in Jan of 2023 until he was wrongfully terminated in June of 2023, he had been providing the 'full range of services' in his 'Physician Specialty' of Occupational Medicine Specialist.
63. The certifications necessary for the Plaintiff to perform the "full range of services" in Occupational Medicine were: an unrestricted Ohio Medical License, certification as an NRME with the FMCSA in order to complete DOT examinations, and certification as a CMRO in order to complete MRO examinations.
64. The Plaintiff exceeded the aforementioned requisites for Occupational Medicine when he became Board Certified in Occupational Medicine during his tenure with the Defendant, and when he got approved to provide the following additional services for the Defendant: IME certification, Travel Medicine certification, and FAA designation
65. The Defendant would later allege to the Ohio Civil Rights Commission in Aug of 2023 that the Plaintiff was not an employee of Wood County Hospital.
66. During the April 6, 2023 phone call, Mr. Korducki requests to meet in person regarding the Waiver for the McGaw Medical Center of Northwestern University.
67. The Plaintiff asked Mr. Korducki if he should bring an attorney to the meeting.
68. Mr. Korducki responded by stating that no attorney would be needed and that he is on my side.
69. However, the tone and content of the questions asked was insulting for the Plaintiff and the Plaintiff was made to feel as if he were unqualified for the position that he had already been successfully performing.
70. On or around April 7 of 2023, Mr. Korducki sends an email to the plaintiff stating the following [EXHIBIT C]:
- a. "Dr. Rushing, Thanks for the follow up email... I am not specifically aware at this moment what responses have been received from the various institutions except for McGaw Northwestern. McGaw has not responded to our normal request even with your signed release on our standard credentialing form. They returned an authorization and release of their own instead. Thanks for expressing your concerns about that document [the Waiver]. **This is a bit different from our usual experience in the credentialing process which is probably tied to the EEOC matter that you shared.** As I mentioned, we'll reach out to our counsel to identify an approach to obtain the

information we normally ask of each institution...”

71. Shortly thereafter the Plaintiff noticed that his work environment began to change.

**COUNT I: UNLAWFUL DISCRIMINATORY PRACTICES (ORC 4112.02)**

72. Plaintiff re-alleges and incorporates, as if fully rewritten, every allegation contained in the preceding paragraphs.
73. The Defendant had a recent history of engaging in unlawful discriminatory practices with members of federally protected groups.
74. The Plaintiff became aware that a physician, hereinafter “JANE DOE #0”, who was a member of a federally protected class, and who served in a similar capacity as the Plaintiff, preceding the Plaintiff’s employment for the Defendant, was also subjected to unlawful discriminatory practices.
75. The Plaintiff became aware that a member of the Exec Team, hereinafter “JANE DOE #2”, who was a member of a federally protected class, was also subjected to unlawful discriminatory practices.

**I. DISCREPANT TERMS OF EMPLOYMENT**  
**A. Isolation and Exclusion from Meetings:**

76. Mr. Ariss abolishes the IHES Exec Team, which included the Plaintiff, and replaces it with the OPS Team, that excluded the Plaintiff [EXHIBIT]
77. Many of the staff that were previously supervised by the Plaintiff were placed on the OPS Team.
78. The aforementioned in paragraph 77 above served to undermine the Plaintiff’s authority and contractual role.
79. The Defendant excludes the Plaintiff from Medical Directorship meetings.
80. The Defendant recruited and hired the Plaintiff to serve as Medical Director.
81. Many of the Defendant’s clients that had contractual relationships with the Defendant for

provision of Medical Directorship services began to inquire why the Medical Director was being excluded from Directorship meetings [EXHIBIT F].

82. The Defendant cancels previously scheduled IHES Exec Team and Medical Director meetings, where the Plaintiff was invited to attend.
83. Mr. Ariss instructs the Plaintiff to communicate through JANE DOE #1 rather than directly to Mr. Ariss.
84. The Plaintiff had previously communicated directly with Mr. Ariss during Defendant's active recruitment of the Plaintiff on or around Sept of 2022 until Mr. Ariss' last meeting with the Plaintiff on or around March 30 of 2023.
85. On or around Jan 25, 2023 Mr. Ariss asked the Plaintiff to interview JANE DOE 1 for employment.
86. At that point in time, Mr. Ariss informed the Plaintiff that JANE DOE #1 was intended to replace JANE DOE #2 due to her age and recent health condition.
87. JANE DOE #2 (i) was also a member of a federally protected class (ii) had helped to recruit and hire the Plaintiff (iii) had worked with Mr. Ariss to build Independence Health Employer Services, and (iv) had communicated to the Plaintiff that she was not in fact ready to depart her role with Independence Health Employer Services.
88. Around that time Mr. Ariss informed the Plaintiff that the Plaintiff would supervise JANE DOE #1.
89. The Defendant ignores several requests from the Plaintiff to meet with the Defendant regarding the changes in work environment.

**B. Hyperscrutiny, Verbal Harassment, de facto Demotion, Intent to Discipline, and Hostile Work Environment**

90. On April 5, 2023, JANE DOE 3, a Nurse Team Lead that was previously directly supervised by the Plaintiff, informs the Plaintiff, a Board Certified Physician and Medical Director, that Mr. Ariss asked her to keep track of when the Plaintiff completed clinic notes.
91. On April 10, 2023, JANE DOE #1, who was professionally trained as a Physical Therapist, on her first day of work with the Defendant states to the Plaintiff, a Board Certified Physician and Medical Director, the following: "Dr. Rushing we need you to see more patients. We did

not pay you all of this money to 'think'. We paid you to see patients."

92. This was offensive to the Plaintiff because the statement reduced the Plaintiff's employment role merely to laborer, when the implied and contractual role of Medical Director required complex thought, complex decision making, complex planning and complex execution;
93. prior to this verbal statement, the Plaintiff was not aware that he had any unsatisfactory performance issues;
94. At that point in time in which the statement was made, JANE DOE #1 was not in fact Plaintiff's supervisor, yet appeared to have sensitive information pertinent to the Plaintiff's performance on her first day of work;
95. The Plaintiff was the one who interviewed and recommended JANE DOE #1 for employment with the Defendant
96. At that point in time, the Plaintiff had reason to believe that he was in fact the direct supervisor of JANE DOE #1
97. There was no clause in the Plaintiff's contract that incentivized or required that the Medical Director see a certain amount of patients per day.
98. By reason of the aforementioned, the Plaintiff surmised that JANE DOE #1 acted in such a manner because she was licensed to do so by someone who had more authority than the Plaintiff (e.g. Mr. Korducki or Mr. Ariss).
99. The Plaintiff immediately requested to speak to Mr. Ariss, Mr. Korducki and the IHES leadership team, but the Plaintiff's requests were summarily ignored.
100. The Defendant instructs JANE DOE #1 and JANE DOE#2 to monitor the Plaintiff's activity while at work.
101. JANE DOE #1 and JANE DOE #2 began to arrange their schedules around Plaintiff's clinic schedule.
  - a. For example., when the Plaintiff has clinic at Falcon Health Center, then they set office hours at Falcon Health Center; when the Plaintiff has clinic at Fallen Timbers Clinic, then they set office hours at Fallen Timbers Clinic.
102. JANE DOE #1 begins to monitor Plaintiff's clinic schedule and meeting schedule.

103. JANE DOE #2 is granted access to view Plaintiff's electronic work calendar.
104. JANE DOE #1 intercepts and addresses several e-mails and phone calls that were directed to the Medical Director.
105. JANE DOE #1 was not in fact qualified or contracted to be the Medical Director.
106. At that point in time the Plaintiff was still contractually serving his role as the Medical Director.
107. The Plaintiff notices that JANE DOE #3 is entering patient rooms after the Plaintiff has discharged the patient, and appears to be asking leading questions regarding their subjective experience with the Plaintiff.
108. JANE DOE #3 had previously discharged Plaintiff's patients in a different manner prior to April of 2023.
109. Because of the aforementioned the Plaintiff had reason to believe that JANE DOE #3 was actively intending to solicit patient complaints regarding the Plaintiff.
110. The Plaintiff requested that two other nurses discharge Plaintiff's patients instead of JANE DOE #3 from that point in time forward.
111. JANE DOE #3 on several occasions makes several disparaging comments to the Plaintiff comparing the Plaintiff's performance to JOHN DOE #1, a Nurse Practitioner, who was directly supervised and trained by the Plaintiff.
112. JANE DOE #1 starts to re-schedule the Plaintiff's patients with JOHN DOE#1, without the consent of the Plaintiff, and in blatant disregard of the request by our corporate partners who specifically requested that certain patients be seen by the Medical Director.
113. A staff member, JANE DOE #4, realizing what was taking place, asked the Plaintiff to listen in on a TEAMS meeting hosted by Mr. Ariss, where the Plaintiff was excluded from participating.
114. During that meeting, the Plaintiff hears and sees Mr. Ariss disparagingly compare the performance (volume of patients seen) of the Medical Director with that of JOHN DOE #1.
115. During that meeting Mr. Ariss communicates privileged performance evaluations to the

Plaintiff's staff members, many of which present where being directly supervised by the Plaintiff at that point in time.

116. At that point in time, Mr. Ariss has not yet himself formally given the Plaintiff and opportunity to view any alleged performance evaluation regarding the Plaintiff.
117. The Plaintiff was the direct supervisor of JOHN DOE #1.
118. Nowhere in the Plaintiff's contracted role as Medical Director is the Plaintiff expected to be evaluated by the volume of patients seen.
119. Mr. Ariss had a history of publicly and privately disparaging JANE DOE #4 to the extent that after a performance evaluation, JANE DOE #4 was in tears.
120. JANE DOE #4 shows the Plaintiff a clinic schedule where Mr. Ariss intends to place the Plaintiff exclusively at the Falcon Health Center.
121. The Falcon Health Center was physically closer (1.8 miles, 5 minute drive) to Mr. Korducki and Mr. Ariss' physical office locations at Wood County Hospital than the Plaintiff's other clinic at Fallen Timbers (15.3 miles, 23 minute drive).
122. The Falcon Health Center housed mostly Wood County Hospital employees, which granted the Defendants greater control over the Plaintiff's work environment, whereas the staff at Falcon Health Center were mostly employees of The Toledo Clinic.
123. All other executive team members have a name placard with their official title posted outside of their office.
  - a. Even JANE DOE #1, whom the Plaintiff interviewed and recommended for hire, and who had started some 3 months after the Plaintiff, had a name placard with their official title.
  - b. At no point did during employment did the Plaintiff have a name placard indicating his title as Medical Director at his office at the Falcon Health Center or at his office at the Fallen Timbers Clinic.
124. The Plaintiff had requested a name placard for his offices that indicated his title similar to other employees.
125. On April 24 of 2023 the Plaintiff is notified, while at work for the Defendant, that his Father has died.

126. The Plaintiff continues to complete his duties as Medical Director for that day and thereafter requests emergency PTO.
127. At that point in time there is no formal bereavement benefit for the Plaintiff in his employment contract.
128. The Plaintiff was the court-appointed guardian and payee for his Father.
129. The Defendant then promotes JANE DOE #1 to implement a bereavement policy for the Plaintiff, when JANE DOE #1 is professionally trained as a Physical Therapist.
- a. The aforementioned in paragraph 129 demonstrated how the Defendant had the authority and willingness to modify the Plaintiff's contract at-will independent of hospital policy, by-laws, and the Plaintiff's fully executed and agreed upon contract.
130. Many of the instances of harassment outlined herein occurred while the Plaintiff was on bereavement leave.
131. On or around April 25 of 2023, Mr. Ariss asks JOHN DOE #2, the Director of Finance for Independence Health Employer Services, LLC to accompany the Plaintiff on a proprietary Worksite- Walkthrough.
132. That particular corporate partner specifically requested that only the Medical Director was invited to attend the Worksite-Walkthrough.
133. JOHN DOE #2 is directly supervised by and reports directly to Mr. Ariss.
134. The Defendant would later use this event as an occasion to instigate a complaint against the Medical Director (**EXHIBIT F**).
135. During a meeting with JANE DOE #5, VP of HR for the Defendant, on or around May 16 of 2023, the Plaintiff is informed the Plaintiff that JOHN DOE #2 had filed a complaint against the Plaintiff because the Plaintiff allegedly disallowed JOHN DOE #2 to accompany him on proprietary Worksite-Walkthrough.
136. During this meeting, the Plaintiff explained the following:
- a. The corporate partner, and not the Plaintiff, ultimately makes the decision as to who is allowed and not allowed on their private premises.



- b. The corporate partner had in fact only invited the Plaintiff because sensitive information, subject only to the Medical Director, might be discussed.
  - c. The corporate partner only invited the Plaintiff because he was the only person on staff at Wood Health Company or Independence Health Employer Services, that was qualified to conduct such a visit.
  - d. JOHN DOE #2 served as the Director of Finance.
  - e. The Worksite Walkthrough was more clinical in nature and was not deemed to be an event amenable to marketing, advertising or finance pitches.
137. The Defendants continued to ignore the Plaintiff's request for a meeting to discuss changes to his work environment.
138. During the same time period, Wood County Hospital HR begins to communicate that they needed to meet with the Plaintiff to discuss another matter unrelated to changes in his work environment.
139. During a May 16, 2023 meeting with HR, uses the Plaintiff's testimony regarding JANE DOE #1 and JANE DOE #3 to fabricate a complaint against the Plaintiff.
140. In a formal response provided to the Office of Civil Rights Commission on or around Aug of 2023 (well after the Plaintiff had been wrongfully terminated) the Defendant explained that JANE DOE #3 had filed a complaint against the Plaintiff.
141. However, at no point during the Plaintiff's employment with the Defendant, was the Plaintiff ever notified of any formal complaint from JANE DOE #3 that involved the Plaintiff.
142. The Plaintiff returned from his bereavement leave sometime prior to May 16, 2023.
143. During a May 16 of 2023 meeting with HR, JANE DOE #3 confirms that the Defendant had been in contact with the following entities:
- a. Judge Michael Forti, who was an alumnus of Northwestern University, who was presiding over a civil tribunal where the Plaintiff was a respondent.
  - b. Attorney Scott Warner, an attorney who was representing the interests of the McGaw Medical Center of Northwestern University [EXHIBIT E].
  - c. The January Law Firm, the opposing counsel in a civil tribunal where the Plaintiff was a respondent [EXHIBIT F].
144. The Defendant communicated to the Plaintiff that just before and while on his bereavement leave that the Defendant had been in direct contact with the opposing counsel in the

aforementioned civil tribunal [EXHIBIT].

145. The Plaintiff was not aware of any business relationship between the Defendants and the aforementioned entities in paragraph 143 a-b.

**C. The Plaintiff Opposed the Discriminatory Activities of the Defendant**

146. On or around April of 2023 the Plaintiff requested to meet with Mr. Korducki, Mr. Ariss, The Toledo Clinic executive team, and the Wood County Hospital HR staff to discuss changes to his work environment.

147. The aforementioned meeting requests were ignored.

148. On or around May 17 of 2023, the Plaintiff reported his concerns to the Ohio Civil Rights Commission and to the Equal Opportunities Commission.

149. The Plaintiff communicated to the Defendant on or around May 17 of 2023 that he reported his concerns to the Ohio Civil Rights Commission and to the Equal Opportunities Commission.

**COUNT II: INVASION OF PRIVACY; INTRUSION UPON SECLUSION; PUBLIC DISCLOSURE OF PRIVATE FACTS; FALSE LIGHT; APPROPRIATION OF NAME AND LIKENESS**

150. On or around May 5 of 2023, the Plaintiff notices that his online employment profile is changed.

151. The Plaintiff was not provided any prior notification of the change of his online employment profile.

152. The Plaintiff had not provided consent for a change in his online employment profile.

153. The new profile listed what would have been the exact physical location for the Plaintiff.

154. The new profile stated that the Plaintiff would be located "on the second floor of Falcon Health Center".

155. At that point in time, no other profile for any other provider at the Falcon Health Center listed their exact physical location [EXHIBIT F].

156. The new profile listed a mailing address for the Plaintiff.
157. The new profile listed content that the Plaintiff interpreted as stereotypical activity that the Plaintiff had never once mentioned to the Defendant.
158. The Plaintiff had previously consented to the contents of a previous employment profile.
159. On or around May 5 of 2023, the Plaintiff asked the Defendant to (A) explain why the new profile was created and posted without the Plaintiff's knowledge or consent and (B) remove the new profile.
160. The Defendant never responded to the Plaintiff's request [EXHIBIT F].
161. Because (i) the Plaintiff had not even been given a name placard for his office at Falcon Health Center, (ii) not even the promotional brochures regarding the Plaintiff had listed an exact physical location for the Plaintiff, (iii) no other provider at the Falcon Health Center had an online profile that listed an exact physical location for that provider, (iv) the Defendants had been trying to move the Plaintiff exclusively to the Falcon Health Center location, (v) the new profile was posted without Plaintiff's consent or knowledge (vi) the new profile listed content that the Plaintiff had not been aware of nor consented to, (vii) the Defendant never responded to a request to remove the profile and (viii) because at that point in time the Defendant had ceased communication with the Plaintiff when the Defendant had subjected the Plaintiff to a de facto demotion, the Plaintiff had reason to believe that the abrupt change in profile had an intention beyond a legitimate business interest for the Defendant and had an intention that was not in the best interest of the Plaintiff.
162. After the Defendant publishes the new online profile, the Defendant starts to receive personal mail, and not business mail, on behalf of the Plaintiff [EXHIBIT G]
163. The Defendant starts to receive court documents including unsigned draft Orders on behalf of the Plaintiff.
164. The Plaintiff had never listed that his employer was a suitable service address for the Plaintiff.
165. The Plaintiff had a proper service address already on file for the aforementioned tribunal.
166. The Defendant starts to receive correspondence from the Plaintiff's former employer, Unity Point Health.

167. The Defendant places the opened court documents and opened mail conspicuously on his desk [EXHIBIT G].
168. The staff appeared to know about the mail issue and directs the Plaintiff to ask JANE DOE #1 about the mail.
169. When the Plaintiff questioned JANE DOE #1 regarding the mail she explained that Mr. Ariss had requested that all mail addressed to the Plaintiff be delivered directly to Mr. Ariss.
170. The Plaintiff then proceeded to file a police report with the BGSU police department [EXHIBIT G]
171. JANE DOE #2 would later add that Mr. Ariss was seen at the Falcon Health Center while the Plaintiff was away on bereavement leave discussing the mail preferences with the front desk staff.
172. On or around June 1 of 2023 and June 6 of 2023 the Plaintiff discovered that the Defendant had continued to solicit, withhold and open mail addressed to the Plaintiff.
173. The Plaintiff reported each of the aforementioned instances to the BGSU police department on June 1 of 2023 and June 6 of 2023 respectively [EXHIBIT G].
174. The BGSU communicated the Plaintiff's concerns to the Office of the US Postal Inspector and Case #51431672 was opened.
175. The opened mail was remitted back to the US Postal Service. Photos of the opened mail was communicated to the BGSU police department (Case # 2023-05-0032).
176. The Plaintiff would later discover that the Defendants aforementioned actions of mail fraud, mail tampering, and obstruction of mail resulted in a Default Judgement against the Plaintiff valued at approximately \$3,000,000.00 [EXHIBIT I].

### **COUNT III: UNLAWFUL DISCRIMINATORY PRACTICES (ORC 4112.02)**

#### **E. Wrongful Termination**

177. One day after filing a third BGSU police report against the Defendant, the Plaintiff was notified by Mr. Ariss via voicemail and e-mail that his employment agreement had been terminated [EXHIBIT H].

178. The aforementioned also demonstrated how the Defendant had the authority and willingness to modify the Plaintiff's contract at-will independent of hospital policy, by-laws, and the Plaintiff's fully executed and agreed upon contract.

179. Upon termination, the Defendant hired two individuals of a different race than that were less qualified than the Plaintiff.

180. Similarly situated employees of a different race where not subjected to the same discrepant terms of employment as the Plaintiff.

**F. The Defendant's Pretextual Allegations regarding Termination of Plaintiff**

181. In a letter provided to the Plaintiff on or around June 6 of 2023, states the following [EXHIBIT H]:

- a. "Because your application remains incomplete, the Hospital is unable to proceed with processing your application. Accordingly, as of today's date your application is deemed withdrawn"

182. Because of the ambiguity in the hand delivered letter, the Plaintiff phoned JANE DOE #5, VP of HR for Wood County Hospital to clarify if the Plaintiff was terminated or not.

183. JANE DOE #5, VP of HR for Wood County Hospital states that she was not aware of any such communication suggesting that the Plaintiff was terminated or would be terminated from employment.

184. The Plaintiff then proceeded to his office at the Falcon Health Center to inquire if the OPS Team for Independence Health Employer Services to receive further clarification of the Hand Delivered Letter.

185. The Director of Employer Services, JANE DOE #2, informs the Plaintiff that she had no knowledge that the Plaintiff was terminated or would be terminated.

186. On Wed, June 7 of 2023 at around 10:39 am, Mr. Ariss sends an e-mail to the Plaintiff entitled "Notice of Termination of Employment with Wood Health Company". The following termination letter was attached [EXHIBIT H].

187. Mr. Ariss also leaves the Plaintiff a voicemail on the morning of June 7 of 2023 stating the same.

188. The Plaintiff interprets the allegation within the letter, namely that the employment agreement was terminated due to an incomplete employment application, as pretextual

because:

- a. The Plaintiff successfully completed an application for employment with the Defendant back in Oct of 2022.
  - i. Because of the aforementioned, the Defendant approved his application for employment [EXHIBIT B-C]
  - ii. Because of the aforementioned, the Defendant approved a start date that was earlier than his contractual start date of March of 2023 [EXHIBIT B-C]
  - iii. Because of the aforementioned, the Defendant paid the Plaintiff the annual bonus to solidify the contract [EXHIBIT B-C]
  - iv. Because of the aforementioned, the Defendant paid to transport the Plaintiff and the Plaintiff's family to Northwest Ohio [EXHIBIT B-C]
  - v. Because of the aforementioned, the Plaintiff received pay for services provided to the Defendant according to a contractual agreement between the Plaintiff and the Defendant [EXHIBIT B-C]
  - vi. Because the Defendant would later allege to the Ohio Civil Rights Commission that the Plaintiff was never an employee of Wood County Hospital, which would have nullified the need to have completed an employment application with Wood County Hospital in the first place [EXHIBIT F].
- b. The Defendant appeared to be making the allegation that the Plaintiff's employment application was incomplete because the Plaintiff had opposed discrimination and retaliation when he refused to sign the Waiver exonerating the McGaw Medical Center of Northwestern University.
  - i. The Plaintiff has reason to believe the aforementioned because the Defendant began to retaliate by changing the Plaintiff's work-place environment after the Plaintiff refused to sign the Waiver exonerating the McGaw Medical Center of Northwestern University.
- c. The Plaintiff had been working and receiving pay from the Defendant from January of 2023 until he was wrongfully terminated in June of 2023.
  - i. Payment for services according to a contractual agreement is evidence that the Plaintiff had complied with all facets of the contractual agreement.
- d. Similarly, the Plaintiff received reimbursement for moving expenses from the Defendant on or around May of 2023, which indicated that the Plaintiff had in fact complied with all of the Employer's policies and procedures (See EXHIBIT A; See paragraph (12), subparagraph (B)(i) and (B)(ii) above).\
- e. Upon being wrongfully terminated, the Ohio Department of Job and Family Services ruled that the Plaintiff's separation from employment was due to no fault of his own [EXHIBIT H]

- f. The Plaintiff believes that the aforementioned was pretextual because if the Defendant was legitimately concerned about an employment application for Wood County Hospital, then:
  - i. the Defendant could have terminated the employment agreement instant when it first discovered that the Plaintiff had not allegedly completed the employment application.
  - ii. the Defendant could have terminated the employment agreement prior to creating a hostile work environment for the Plaintiff.
  - iii. the Defendant could have terminated the employment agreement prior to defraying the cost to bring the Plaintiff and his family to Northwest Ohio
  - iv. the Defendant could have terminated the employment agreement before it retaliated by tampering with the Plaintiff's personal mail and interfering with the Plaintiff's ongoing civil tribunal.
- g. Furthermore, the Plaintiff believes that the aforementioned was pretextual because
  - i. the Defendant could have waived any requirements imposed by Wood County Hospital or its policy and instead could have recommended an application for employment and/or credentialing through Independence Health Employer Services, LLC, Independence Health, Inc or The Toledo Clinic, as both the Defendant and the Plaintiff had actual or implied contracts with each of the aforementioned.
  - ii. the Defendant could have waived any requirements imposed by Wood County Hospital especially since the Defendant would later allege to the Ohio Civil Rights Commission that the Plaintiff was not in fact an employee of Wood County Hospital
  - iii. the Plaintiff maintains that if this allegation (that Plaintiff was not an employee of Wood County Hospital) were true, then Wood County Hospital in fact had no grounds for terminating an alleged employment agreement between Wood County Hospital and the Plaintiff.
  - iv. the Defendant could have waived any requirements imposed by Wood County Hospital because the Defendant had already demonstrated its ability and willingness to modify the Plaintiff's contract at-will independent of hospital policy, by-laws, and the Plaintiff's fully executed employment agreement when the Defendant:
    - 1. amended the start date of the Plaintiff's employment agreement,
    - 2. addended and instituted a bereavement policy into the Plaintiff's employment agreement, and
    - 3. intentionally ignored several facets of the employment agreement (See paragraph 83 below)

189. The aforementioned also demonstrated how the Defendant had the authority and willingness to modify the Plaintiff's contract at-will independent of hospital policy, by-laws, and the Plaintiff's fully executed and agreed upon contract.

### **COUNT ~~IX~~ BREACH OF CONTRACT**

190. The Plaintiff re-alleges and incorporates, as if fully rewritten, every allegation contained in the preceding paragraphs.

191. The Plaintiff's contractually obligated duties are defined within the employment agreement in Paragraph (2) entitled "Duties of Physician" subparagraphs A-L [EXHIBIT A].

192. The Plaintiff fulfilled his contractual obligations with the Defendant.

193. The Plaintiff had received compensation and reimbursement for moving expenses from the Defendant..

194. The Defendant breached the employment contract when the Defendant engaged in unlawful discriminatory activity which created a hostile work environment and caused a wrongful termination.

- a. The Defendants discriminatory activities are in violation of Federal Law (29 CFR § 1606.2 Scope of Title VII Protection) as well as in violation of Section 2305.07 of the Ohio Revised Code.
- b. Typically, both Federal and Statutory law supersede any contractual obligation between private entities.
- c. When the Defendant, upon wrongfully terminating the Plaintiff, materially reduced the benefits outlined in Exhibit B of the contract, when paragraph (7)(A) of the employment agreement explicitly states the following:
  - i. "...Employer will not materially reduce the benefits provided to Physician without Physician's prior written consent"
- d. When the Defendant failed to honor paragraph (11) of the employment agreement which explicitly states the following [EXHIBIT A]:
  - i. "...Either party may voluntarily terminate this Agreement effective at any time **after the first anniversary of the Commencement Date** [e.g, one calendar year of the start date] by giving written notice to the other party at least 120 das prior to the effective date of termination, unless a shorter period of time is mutually agreed upon".
- e. When the Defendant failed to honor paragraph (11) of the employment agreement which states the following [EXHIBIT A]:



- i. "...provided that Employer has the right to discontinue the services of Physician prior to the end of the 120-day notice period if Employer pays Physician for the remainder of such period at a monthly rate equal to the average monthly compensation for the most recently completed six months."
195. The Plaintiff suffered significant damages as a result of the Defendant's Breach of Contract in the following ways:
- a. (A) The Plaintiff lost health care coverage for his household of (4), which included (2) minor children (Outlined in Exhibit 2 of the Contract)
  - b. The Plaintiff lost his retirement benefits outlined in Exhibit 2 of the Contract.
  - c. The Plaintiff lost wages (Outlined in Paragraph 3 of the Contract.
  - d. The Plaintiff lost Student Loan Repayment (Outlined in Paragraph 3 of the Contract)
  - e. The Plaintiff lost an annual CME benefit (outlined in Paragraph 7 of the Contract)
  - f. The Plaintiff lost real property when he no longer had an income sufficient to the defray bills associated with the property.
  - g. The Plaintiff suffered a gap in employment which affects future earning potential
  - h. The Plaintiff suffered a loss of professional consortium with co-workers and corporate health partners, for which the Plaintiff served as Medical Director.

#### **COUNT V: DEFAMATION PER SE**

196. Plaintiff re-alleges and incorporates, as if fully rewritten, every allegation contained in the preceding paragraphs.
197. Mr. Korducki had access to a false and defamatory allegation regarding the Plaintiff
198. The nature of the defamatory allegation implied that the Plaintiff committed a crime or immoral Conduct [See **EXHIBIT D-E, & I**]
199. During a phone conversation with Mr. Korducki on or around April 6 of 2023, Mr. Korducki appeared to invoke implications resulting from said allegations when he questioned the Plaintiff's "qualifications" for the contracted position as well as whether or not the Plaintiff had any "disciplinary actions" launched against him.
200. The Plaintiff had reason to believe that the McGaw Medical Center of Northwestern requested a Waiver with exoneration language associated with the release of information on behalf of the Plaintiff because the McGaw Medical Center of Northwestern had already released or anticipated the release of defamatory info regarding the Plaintiff to the Defendants.
201. Mr. Ariss had access to defamatory allegations from a civil tribunal where the Plaintiff was a

respondent.

202. Mr. Ariss gained access to the defamatory allegations when the Defendant solicited and opened the Plaintiff's personal mail. [see **EXHIBIT G**]
203. 92. Per discussion with Staff in or around June of 2023, the Plaintiff became aware that several employees of the Defendant had knowledge of the Plaintiff's involvement in the previous civil tribunal.
204. 93. Because the Plaintiff had a stellar professional relationship with JANE DOE #1, JANE DOE #2, JANE DOE #3, JANE DOE #5, and JOHN DOE #2 prior to the McGaw Medical Center of Northwestern University reaching out to the Defendant, the Plaintiff has reason to believe that the Defendant weaponized the false and defamatory allegations to turn the Plaintiff's cohorts and staff against him.
205. 94. Upon being wrongfully terminated on June 7, 2023, the Plaintiff, having a stellar professional record and having a very promising career trajectory, did not even get a single interview for well over 20 positions applied for.
206. From June of 2023 until around January of 2024, when an EEOC Right to Sue was issued against the Defendant, a Google search Query of the Plaintiff consistently showed the Plaintiff's affiliation with the Defendant.
207. Thus, a prospective employer, upon Googling the Plaintiff would have had reason to reach out to the Defendant regarding the Plaintiff.
208. By reason of the aforementioned, the Plaintiff believes that the Defendant defamed the Plaintiff by propagating false allegations regarding the Plaintiff to prospective employers, corporate partners, and the Plaintiff's colleagues.

#### **COUNT V: HARASSMENT**

209. Plaintiff re-alleges and incorporates, as if fully rewritten, every allegation contained in the preceding paragraphs.
210. Defendant's actions as outlined in previous paragraphs constitute harassment.

**WHEREFORE**, the Plaintiff, Marcus Rushing, represented pro se, respectfully demands JUDGEMENT against all Defendants jointly, and severally, and respectfully requests the following relief: