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MAR 30 2026

Clerk, U.S. District Court
Fergus Falls, Minnesota

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

MARCUS RUSHING,)
)
Plaintiff,)

Case No. 0:25-cv-01957-JRT-DTS

v.)

Amended
COMPLAINT: Trial by Jury

McGAW MEDICAL CENTER OF)
NORTHWESTERN UNIVERSITY,)

And)

INDEPENDENCE HEALTH)
EMPLOYER SERVICES, LLC,)

And)

THE TOLEDO CLINIC,)

And)

WOOD COUNTY HOSPITAL,)

And)

WOOD HEALTH COMPANY, LLC,)

And)

HealthPartners,)

And)

U.S. Bank,)

And)

Illinois ex rel,)

Defendant(s))

SCANNED
MAR 30 2026
U.S. DISTRICT COURT FF

Amended
COMPLAINT FOR RETALIATION, CIVIL CONSPIRACY, TORTIOUS INTERFERENCE, INVASION OF PRIVACY, AND MANIFEST INJUSTICE CLAIMS

I. PREFATORY MATTERS

1. During the original filing of this complaint, Plaintiff mailed all Defendants a waiver of summons, but none returned it.
2. The original presiding judge required Plaintiff to explain why summons was not served, despite Plaintiff's homelessness and inability to afford service during the original complaint period (housing instability began ~Nov. 6, 2025; homelessness ~Jan. 5, 2026).
3. The original judge recused; a new judge presided. Plaintiff notified chambers of mail delays and de facto denial of ECF/PACER filing privileges.
4. Plaintiff's requests for service by U.S. Marshals and two in forma pauperis applications were denied, despite supporting affidavits.

II. PARTIES

5. Plaintiff Marcus Rushing is a homeless resident of Minnesota, previously in Washington and Dakota Counties, formerly in Minnesota's Safe-at-Home program.
6. McGaw Medical Center of Northwestern University, Illinois, acted under color of state law in matters described.
7. Wood County Hospital, Ohio, acted under color of state law.
8. Wood Health Company, LLC, Ohio, coordinated with other defendants under color of state law.
9. The Toledo Clinic, Ohio, acted under color of state law.
10. Independence Health Employer Services, LLC coordinated with defendants to retaliate under color of state law.
11. UnityPoint Health, 1776 West Lakes Pkwy, Suite 400, West Des Moines, IA 50266-8393, participated in retaliatory interference.
12. HealthPartners, corporate office 8170 33rd Ave S, Bloomington, MN 55425, participated in retaliation and blacklisting.
13. U.S. Bank, 800 Nicollet Mall, Minneapolis, MN 55402, unlawfully disclosed Plaintiff's Safe-at-Home address and assisted in retaliation.
14. **Illinois ex rel**, included as a nominal defendant for factual context regarding **Case No. 2019D08356, Cook County, Illinois divorce proceedings**, without naming any judicial officer personally.

III. JURISDICITON AND VENUE

15. Jurisdiction arises under **28 U.S.C. §§ 1331 and 1343**, 42 U.S.C. §§ 1981 and 1983, and related federal civil rights statutes.
16. Venue is proper in the **District of Minnesota** because:

- a. Plaintiff resides in Minnesota;
- b. Defendants' retaliatory and blacklisting actions targeted Plaintiff in Minnesota, including interference with employment, medical licensure, banking, housing, and training opportunities;
- c. A substantial part of the events giving rise to this claim occurred within this District.

- a. Plaintiff resides in Minnesota;
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- c. A substantial part of the events giving rise to this claim occurred within this District.

IV. Nature of Complaint

17. This action arises under **42 U.S.C. § 1981, 42 U.S.C. § 1983**, and related federal law for **race-based discrimination, retaliation for protected activity, civil conspiracy, tortious interference, invasion of privacy, and manifest injustice**, committed by Defendants, including **McGaw Medical Center, Wood Health Company, The Toledo Clinic, Independence Health Employer Services, Wood County Hospital, UnityPoint Health, HealthPartners, U.S. Bank, and Illinois ex rel**, all of whom acted individually and in concert, and, in part, under color of state law. These actions affected Plaintiff's civil rights, employment and licensing opportunities, professional reputation, financial stability, housing, and legal rights.

18. Plaintiff seeks **declaratory relief, compensatory and punitive damages, injunctive relief, preservation of evidence, attorney's fees, and costs**, based on violations of his federal rights and the deprivation of his civil, contractual, professional, and constitutional rights, including interference with legal representation and coordinated misconduct that contributed to manifest injustice in Illinois divorce proceedings.

IV. FACTUAL ALLEGATIONS

A. Protected Activity

19. Plaintiff engaged in protected activity by filing EEOC complaints, asserting settlement rights, and opposing racial discrimination with McGaw Medical Center, Wood County Hospital, and UnityPoint Health in 2023.

B. Employment and Professional Retaliation

20. After protected activity:

- a. McGaw Medical Center filed in Plaintiff's divorce case (Illinois) and misrepresented settlement facts;
- b. McGaw requested Plaintiff sign a waiver to exonerate them—he refused;

- c. Wood County Hospital moved to terminate Plaintiff's employment, communicating with a judge affiliated with Northwestern University;
- d. Plaintiff lost employment and professional standing.

21. HealthPartners, through Zeke McKinney, withheld letters of recommendation or delayed submissions for residency and fellowship programs in Minnesota.

C. Licensing Interference

22. Wood County Hospital and UnityPoint Health reported Plaintiff to the Iowa Medical Licensing Board; complaint deemed frivolous but remains on record.

23. Defendants attempted to cancel Plaintiff's Illinois and Alabama medical licenses, terminating contracts such as Signify Health.

D. Banking, Financial, and Public Assistance Interference

24. Defendants contacted U.S. Bank and obtained Plaintiff's Safe-at-Home address without warrant or court order.

25. Bank accounts were garnished without judicial authority.

26. Applications for public assistance in Washington and Dakota Counties were ignored, terminated, or denied.

27. Plaintiff experienced homelessness due to these compounded actions.

E. Cyber-Interference

28. Plaintiff's iCloud, Facebook, LinkedIn, email accounts, personal computer, trademark applications, and domain-hosted websites documenting retaliation (GoDaddy) were hacked or accessed without authorization.

F. Property and Evidence Interference

29. Plaintiff was excluded from marital home containing evidence for federal litigation (Anoka County Case 02-CV-26-1141).

30. Judicial order to retrieve property was ignored; judicial remedies to expedite retrieval were disregarded.

32. Defendants' coordinated actions contributed to spoliation risk and interfered with evidence preservation.

G. Interference with Legal Representation

33. Plaintiff initially retained **Kim Dodson Law Firm** to represent him against McGaw and Wood Health. After communication between Darrel Dunham (divorce attorney) and McGaw, the firm refused to continue pursuing McGaw claims and did not respond to civil rights processes.

34. Darrel Dunham, during the Illinois divorce proceedings, communicated directly with McGaw Medical Center and the presiding judge **without Plaintiff's consent**, sharing privileged information, influencing adverse court orders including default judgment, denial of motions to vacate, and child support modifications.

35. Plaintiff requested withdrawal from Dunham and proceeded pro se in the Illinois divorce case.

36. Plaintiff retained **Willis, Spangler & Starling Law Firm** on contingency. The firm failed to file the Ohio Civil Rights complaint correctly, causing dismissal, and ceased contact after receipt of right-to-sue notices, forcing Plaintiff to proceed pro se.

37. Justice Law Firm was retained but later withdrew.

38. Upon information and belief, Defendants coordinated or influenced these withdrawals and lapses, directly obstructing Plaintiff's legal representation.

H. Manifest Injustice – Illinois Divorce Case (2019D08356, Cook County, IL)

39. As a result of Defendants' coordination with attorneys, the presiding judge, and McGaw:

- a. Plaintiff received default judgment adverse to him;
- b. Lost home, custody of children, and financial stability;
- c. Court orders were influenced by privileged information disclosed without consent;
- d. Plaintiff's motions to vacate or modify child support were summarily denied;
- e. Procedural irregularities and ex parte communications prevented fair adjudication.

40. These events constitute **manifest injustice** that exacerbates damages and supports federal claims of retaliation, civil conspiracy, and tortious interference.

I. Consequences to Plaintiff

41. Plaintiff suffered:

- a. Loss of employment, contracts, and medical licenses;
 - b. Blacklisting from professional opportunities;
 - c. Loss of property, Safe-at-Home protections, and custody rights;
 - d. Emotional distress, humiliation, and mental anguish;
 - e. Disruption of legal rights and evidence;
 - f. Denial of public assistance and financial instability.
-

VI. COUNTS

A. FEDERAL COUNTS

Count 1: Retaliation (42 U.S.C. §§ 1981 & 1983)

42. Plaintiff realleges all preceding paragraphs.
 43. Defendants' actions—including employment termination, licensing interference, interference with professional contracts, financial and banking interference, cyber-interference (including unauthorized access to email, iCloud, LinkedIn, Facebook, personal computers, domain hosts, and trademark applications), denial of public assistance, blacklisting, and denial of references—constitute materially adverse actions taken in retaliation for Plaintiff's protected activity, including opposition to racial discrimination, assertion of rights under EEOC settlement agreements, and filing complaints with administrative agencies.
 44. The timing, coordination among multiple Defendants, and sequence of events—including interference immediately following protected activity with McGaw Medical Center, Wood County Hospital, and UnityPoint Health, as well as coordination with consortium members and third parties (Independence Health, The Toledo Clinic, HealthPartners, and US Bank)—support a causal connection between Plaintiff's protected activity and Defendants' adverse actions.
 45. Plaintiff suffered severe harm as a direct result, including loss of employment, inability to maintain professional licensure, denial of residency and fellowship opportunities, financial harm, emotional distress, reputational injury, and homelessness.
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Count 2: Civil Conspiracy

46. Plaintiff realleges all preceding paragraphs.

47. Defendants acted in concert with a common objective to retaliate against Plaintiff and interfere with his professional and personal rights.
48. Coordinated acts include, but are not limited to:
- a. Interference with employment, residency, fellowship, and licensure opportunities;
 - b. Communication with financial institutions (including US Bank) to disclose Plaintiff's Safe-at-Home address;
 - c. Cyber-interference and unauthorized access to Plaintiff's accounts and digital property;
 - d. Blocking access to evidence and judicial remedies in state court proceedings (Anoka County, MN and Cook County, IL);
 - e. Coordinated blacklisting and professional gatekeeping by Zeke McKinney, HealthPartners, McGaw, Wood County Hospital, and UnityPoint Health;
 - f. Interference with retained legal counsel, including Darrel Dunham, January Law Firm, Roya Samarghandi, Henderson Banks, and Willis Spangler Starling Law Firm.
49. Defendants had a common objective: to punish Plaintiff for engaging in protected activity, to prevent his professional and personal advancement, and to maintain control over settlement, employment, and licensure processes.
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Count 3: Tortious Interference with Contractual and Prospective Economic Advantage

50. Plaintiff realleges all preceding paragraphs.
51. Defendants intentionally interfered with Plaintiff's contractual and prospective economic relationships, including:
- a. Employment agreements with HealthPartners, Wood County Hospital, UnityPoint Health, and others;
 - b. Independent contractor agreements, including Signify Health;
 - c. Residency and fellowship applications in Minnesota and other states;
 - d. Licensure and professional opportunities, including Illinois, Alabama, and Minnesota medical licenses.
52. Defendants' interference was unjustified, improper, and caused Plaintiff actual economic harm, including loss of income, contracts, and professional advancement.
-

Count 4: Invasion of Privacy / Unauthorized Disclosure

53. Plaintiff realleges all preceding paragraphs.
54. Defendants disclosed Plaintiff's Safe-at-Home address to third parties, accessed personal digital accounts without authorization (including iCloud, email accounts, LinkedIn, Facebook, personal computers, domain host accounts, and trademark applications), and otherwise interfered with Plaintiff's personal and business property without consent.
55. These actions caused Plaintiff emotional distress, reputational harm, and additional financial and personal harm.

Count 5: Manifest Injustice – Illinois Divorce Case (2019D08356, Cook County, IL)

56. Plaintiff realleges all preceding paragraphs.
57. Defendants' coordination with legal counsel (including Darrel Dunham, January Law Firm, Roya Samarghandi, Henderson Banks, and McGaw attorneys), presiding judge, and McGaw Medical Center resulted in manifest injustice in Case 2019D08356, including:
- a. Default judgment against Plaintiff;
 - b. Loss of marital home and property;
 - c. Loss of custody of children;
 - d. Misrepresentation of financial assets, inconsistent with public records, subpoenas, and prior settlement agreements;
 - e. Financial, professional, and reputational harm;
 - f. Exclusion from participation in state court proceedings;
 - g. Unauthorized disclosure of private information to counsel and the court.
58. Although federal courts cannot overturn state court judgments, these acts constitute evidence of retaliatory and conspiratorial misconduct by Defendants and support federal claims for damages and relief.
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B. MINNESOTA STATE CLAIMS

Count 6: Minnesota Civil Conspiracy (State Law)

59. Plaintiff realleges all preceding paragraphs.
60. Defendants, acting in concert, intended to and did combine to:
- a. Interfere with Plaintiff's employment, licensure, and professional opportunities;
 - b. Access and disclose private information, including Safe-at-Home addresses and digital accounts;
 - c. Blacklist Plaintiff from residency, fellowship, and employment opportunities;
 - d. Influence legal proceedings to prevent Plaintiff from asserting rights.
61. Defendants' combined actions were intentional, unlawful, and caused Plaintiff economic, emotional, and reputational harm.
62. Plaintiff suffered damages as a direct result of this coordinated misconduct.
-

Count 7: Minnesota Tortious Interference with Contractual and Prospective Economic Advantage (State Law)

63. Plaintiff realleges all preceding paragraphs.
64. Defendants intentionally interfered with Plaintiff's contracts and prospective economic opportunities, including:
- a. Employment agreements;
 - b. Independent contractor agreements (e.g., Signify Health);
 - c. Medical licensing arrangements and professional credentialing;
 - d. Fellowship and residency applications.
65. Defendants' actions were without justification and were intended to prevent Plaintiff from obtaining lawful economic benefits.
66. Plaintiff suffered actual and consequential economic harm, including lost income, contracts, and career opportunities.
-

Count 8: Minnesota Invasion of Privacy / Unauthorized Disclosure (State Law)

67. Plaintiff realleges all preceding paragraphs.
68. Defendants disclosed Plaintiff's Safe-at-Home address, accessed personal and business accounts, and otherwise intruded on Plaintiff's private affairs, causing:
- a. Emotional distress and mental anguish;
 - b. Reputational harm;
 - c. Financial and professional harm.
69. These acts constitute actionable invasion of privacy under Minnesota law.
-

Count 9: Violation of Minnesota Consumer Data Privacy / Unauthorized Access Statutes

70. Plaintiff realleges all preceding paragraphs.
71. Defendants accessed and disclosed Plaintiff's electronic communications, accounts, and personal property (including digital accounts, domain hosting, and email communications) without consent, in violation of Minnesota statutes protecting consumer privacy and unauthorized computer access.
72. Plaintiff suffered damage, including emotional distress, financial loss, and reputational harm.
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Count 10: Manifest Injustice – State Law/Declaratory Relief

73. Plaintiff realleges all preceding paragraphs.

74. Defendants' coordination with attorneys and the presiding judge in Case 2019D08356, Cook County, IL, resulted in manifest injustice, including:
- a. Default judgment, loss of home, loss of custody, and financial harm;
 - b. Misrepresentation of Plaintiff's assets in court filings;
 - c. Interference with legal counsel and exclusion from proceedings;
 - d. Unauthorized disclosure of private and health information.
75. While federal courts cannot vacate state judgments, Plaintiff seeks declaratory relief recognizing the manifest injustice and related damages, as these acts form the basis for retaliation, conspiracy, and tortious interference claims under state and federal law.

VII: DAMAGES

76. As a result of Defendants' conduct, Plaintiff suffered:

- a. Loss of income, employment, and contracts;
 - b. Loss of medical licenses;
 - c. Blacklisting;
 - d. Loss of property, custody, and Safe-at-Home protections;
 - e. Emotional distress, mental anguish, and humiliation;
 - f. Costs of legal representation and remedial measures.
-

VIII. Prayer for Relief

WHEREFORE, Plaintiff respectfully requests that this Court:

1. Award compensatory damages for lost wages, contracts, licensure, and emotional distress;
 2. Award punitive damages for intentional and malicious conduct;
 3. Grant injunctive relief to prevent further retaliation and interference;
 4. Order preservation of all relevant evidence;
 5. Award attorney's fees and costs;
 6. Grant any other relief the Court deems just and proper.
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IX. Jury Demand

Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted,

/s/Marcus Rushing

Marcus Rushing, Pro Se

Address: Homeless/Confidential

A handwritten signature in black ink, appearing to be 'MR' with a long horizontal stroke extending to the right.

3/22/26