

STATE OF MINNESOTA
COUNTY OF KOOCHICHING

DISTRICT COURT
NINTH JUDICIAL DISTRICT

Eric Koperda,

Case Type: Employment
Court File No.

Plaintiff,

v.

COMPLAINT AND JURY DEMAND

Rainy Lake Medical Center,

Defendant.

Plaintiff Dr. Eric Koperda, by his attorneys, brings this action seeking relief from Defendant's unlawful actions, stating and alleging the following as his claims against Defendant:

INTRODUCTION

Plaintiff Dr. Eric Koperda was a successful physician for Defendant Rainy Lake Medical Center, managing a disability that Defendant refused to accommodate, until he reported to Defendant that it was breaking Minnesota law. He reported that Defendant assigned him excessive on-call hours in breach of his employment contract and failed to pay him for these additional hours. Moreover, he informed Defendant that he had a disability that impacted his ability to communicate with patients and staff and requested specific accommodations. He was terminated soon after making a written report to Human Resources and the Chief Executive Officer and after Defendant failed to accommodate his disability. The reason given for his termination – that “things weren’t working out” – was pretext masking retaliatory and discriminatory motives. He now brings this lawsuit to remedy illegal retaliation for engaging in protected conduct under the Minnesota

Whistleblower Act, Minn. Stat. § 181.932, *et seq* and to remedy unlawful discrimination under the Minnesota Human Rights Act, Minn. Stat. § 363A.08, *et. seq.*

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Dr. Eric Koperda (“Dr. Koperda” or “Plaintiff”) brings this lawsuit to remedy illegal retaliation for engaging in protected conduct under the Minnesota Whistleblower Act, Minn. Stat. § 181.932, *et seq* and for engaging in unlawful disability discrimination under the Minnesota Human Rights Act § 363A.08, *et seq.*

2. Plaintiff is a resident of the State of Minnesota.

3. During times relevant to this Complaint, Plaintiff was employed by Rainy Lake Medical Center (“Defendant” or “RLMC”).

4. Defendant is a Minnesota business that owns and operates a hospital and clinic that provide health care services.

5. Defendant’s principle place of business is at 1400 Hwy 71, International Falls, MN 56649-2189.

6. The Court has subject matter jurisdiction over these proceedings because the claims involve violations of Minnesota laws.

7. This Court has personal jurisdiction over Defendant because Defendant is a Minnesota business.

8. Venue is proper in this Court because Defendant’s principle place of business is in Koochiching County and the events giving rise to Plaintiff’s claims occurred in Koochiching County.

FACTS

9. Dr. Koperda joined RLMC as an employee physician on August 11, 2015.

10. Dr. Koperda and RLMC entered in a Physician Employment Agreement (the “Employment Contract”) at the outset of his employment. The Employment Contract was a valid contract into which both RLMC and Dr. Koperda entered freely.

11. The Employment Contract provided that RLMC would employ Dr. Koperda for a term of three years, commencing on or around October 15, 2015, and that the Employment Contract was automatically renewable for three additional years if not otherwise terminated. The parties subsequently agreed to a revised commencement date of January 11, 2016 in response to lengthy hospital credentials processing, among other issues.

12. The Employment Contract generally provided that Dr. Koperda agreed to perform medical services for RLMC in exchange for compensation. It provided several obligations from the respective parties regarding these services and this compensation.

13. For example, the Employment Contract provided that Dr. Koperda would perform only thirteen weeks (equivalent to 91 days) of obstetrical/newborn call coverage per contract year.

14. From the outset of his employment with RLMC, Dr. Koperda performed well. He gained a reputation as a versatile resource throughout the organization, capably accepting assignments in the emergency department, the hospitalist/inpatient department, the cardiac rehab department, and attending to the obstetrics and newborn call schedules.

15. Dr. Koperda was respected by fellow physicians and practitioners and was regarded as eminently capable in his hospitalist role. His colleagues sometimes referred their most complex, critically-ill patients to his care. He received feedback from his colleagues that they trusted his thorough diagnostic acumen and appreciated his complete and timely discharge summaries. Dr. Koperda rejuvenated the cardiac stress testing service at RLMC with his same-day, clinically-relevant interpretations and proactive collaboration with community physicians ordering those

studies. His commitment to RLMC was demonstrated by his service on the Medical Executive Committee, Pharmacy/Therapeutics Committee, Trauma Committee, and Electronic Medical Record Selection Committee.

16. Dr. Koperda has an impairment that significantly limits his ability to communicate and interpret social cues.

17. Despite his strong performance, Dr. Koperda's disability complicated his ability to communicate effectively with patients and colleagues. He knew, however, that these complications could be easily remedied with some simple help from RLMC. Accordingly, in July 2016, he notified Chief Executive Officer Bonnie Erickson and Chief of Medical Staff Dr. Jay Knaak of his disability and his concerns about its implications for effective interactions in the workplace.

18. In this July meeting, Dr. Koperda requested that RLMC provide him critical accommodations involving RLMC assisting in interpreting communication to allow Dr. Koperda to provide the best patient care possible and to allow him to have productive interactions with his colleagues. He requested that the RLMC administration promptly notify him of any complaint that came forward from a patient regarding his communication style or uncomfortable interactions involving him, so that he could properly address it and use it as a learning opportunity. He also requested that the administration keep him apprised of any concerns from his co-workers regarding his interactions with them, so that he could likewise act on these issues and grow.

19. Despite Dr. Koperda's requests, RLMC failed to provide reasonable and effective accommodations for Dr. Koperda's disability.

20. Unfortunately, by October 2016, it also became clear to Dr. Koperda that RLMC was failing to honor the terms of the Employment Contract.

21. For example, by October 24, 2016, RLMC had assigned Dr. Koperda to obstetrical/newborn call coverage in excess of the thirteen-week limit provided by the Employment Contract.

22. Accordingly, on October 24, 2016, Dr. Koperda authored a memorandum to RLMC Chief Executive Officer, Bonnie Erickson, entitled "Notice of breach." In the memorandum, Dr. Koperda clearly reported to Ms. Erickson that RLMC had "breached" the Employment Contract by assigning him over thirteen weeks of obstetrical/newborn call coverage. He requested that RLMC immediately "cure the breach."

23. RLMC failed to take remedial action upon receipt of the October 24 memorandum and continued to require Dr. Koperda to perform obstetrical/newborn call coverage without additional compensation.

24. Dr. Koperda continued performing his job duties, despite RLMC's breach of the Employment Contract.

25. On November 15, 2016, Dr. Koperda made a second report to RLMC regarding the breach of the Employment contract. In an email to RLMC Human Resources representative, David Monson, in which Ms. Erickson was copied, Dr. Koperda reported that RLMC continued to assign him "excessive 'on call' duty... without compensation, despite [his] protest, and in blatant violation of the employment contract."

26. Dr. Koperda specified that he had now been assigned and had been forced to work fifteen days in excess of the thirteen-week limit. He explained how RLMC's breach was negatively impacting his life. Dr. Koperda noted that he felt that "the breach of contract arose neither accidentally nor without warning."

27. Finally, Dr. Koperda requested that RLMC compensate him for the additional hours he had worked and cease breaching the Employment Contract.

28. RLMC failed to take remedial action upon receipt of Dr. Koperda's November 15 email and continued to require Dr. Koperda to perform obstetrical/newborn call coverage without additional compensation.

29. Three weeks after Dr. Koperda's email to Human Resources and the Chief Executive Officer in which he reported RLMC's illegal conduct, Dr. Koperda was abruptly terminated by RLMC.

30. Dr. Koperda was informed of his termination by Ms. Erickson and Mr. Monson on December 6, 2016. The reason given to Dr. Koperda was "things aren't working out."

31. RLMC's statement that "things aren't working out" referred to Dr. Koperda's reports and the reality of his disability.

32. To the extent that RLMC states that a non-retaliatory or non-discriminatory reason motivated the termination, RLMC's termination rationale is pretext masking a retaliatory motive.

COUNT I
VIOLATIONS OF THE
MINNESOTA WHISTLEBLOWER ACT

33. Plaintiff restates and re-alleges the allegations contained within the preceding paragraphs as though fully stated herein.

34. The Minnesota Whistleblower Act (MWA) prohibits, among other things, retaliation against employees for reporting violations, suspected violations and/or planned violations of law. Minn. Stat. § 181.932.

35. Defendant is an "employer" and Plaintiff is an "employee" within the meaning of Minn. Stat. § 181.931.

36. Plaintiff reported to Defendant, in good faith, suspected violations of law by Defendant, including violations of statutory and common law.

37. Plaintiff reported what he reasonably and in good faith believed to be conduct that would constitute violations of state laws or common laws or rules adopted pursuant to law, including by way of illustration and not limitation:

- a. Common law breach of contract; and
- b. Minnesota Payment of Wages Act, Minn. Stat. § 181.13

38. Defendant retaliated against Plaintiff because of his reports to Defendant by terminating Plaintiff's employment.

39. Defendant's retaliation against Plaintiff violated the MWA.

40. By its conduct, Defendant intentionally violated Minn. Stat. § 181.932.

41. The unlawful employment practices complained of above were intentional and were performed by Defendant with malice and/or with reckless indifference to the MWA, which protects Plaintiff.

42. As a direct and proximate result of Defendant's illegal conduct, Plaintiff has suffered, and continues to suffer, emotional distress, humiliation, mental anguish, embarrassment, pain and suffering, loss of reputation, loss of enjoyment of life, lost wages and benefits, and has incurred attorneys' fees and expenses and other serious damages.

COUNT II
**DISABILITY DISCRIMINATION IN VIOLATION OF THE MINNESOTA HUMAN
RIGHTS ACT**

43. Plaintiff restates and re-alleges the allegations contained within the preceding paragraphs as though fully stated herein.

44. Plaintiff was an employee of Defendant and Defendant was the employer of Plaintiff within the meaning of the Minnesota Human Rights Act, Minn. Stat. § 363A et seq. (“MHRA”).

45. Plaintiff has an impairment that materially limits his ability to communicate and interact socially. He has a disability within the meaning of Minn. Stat. § 363A.03, Subd. 12, 36 and had such disability during his employment with Defendant.

46. Plaintiff was qualified to perform the essential functions of his job.

47. Plaintiff was discriminated against with respect to the terms and/or conditions and/or privileges of his employment and, ultimately, was terminated because of his disability and need for accommodations in violation of Minn. Stat. §363A.08, subd. 2.

48. The unlawful employment practices set forth above were intentional.

49. As a direct and proximate result of the Defendant’s willful and wrongful discriminatory acts, the Plaintiff has lost salary and fringe benefits, in amounts to be determined at trial, and he has suffered mental and emotional distress and anguish, all to his damage, in an amount substantially in excess of \$50,000.

COUNT III
FAILURE TO ACCOMMODATE IN VIOLATION OF THE MINNESOTA HUMAN RIGHTS ACT

50. Plaintiff restates and re-alleges the allegations contained within the preceding paragraphs as though fully stated herein.

51. Defendant had a duty to provide a reasonable accommodation for Plaintiff’s disability pursuant Minn. Stat. §363A.08 subd. 6.

52. Plaintiff requested reasonable accommodations for his disability as requested above.

53. Defendant could have provided the accommodations Plaintiff requested, or other reasonable accommodations, without undue hardship on the operation of its business.

54. Defendant failed to provide Plaintiff reasonable accommodations for his disability.

55. The unlawful employment practices set forth above were intentional.

56. As a direct and proximate result of the Defendant's willful and wrongful discriminatory acts, the Plaintiff has lost salary and fringe benefits, in amounts to be determined at trial, and he has suffered mental and emotional distress and anguish, all to his damage, in an amount substantially in excess of \$50,000.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays:

- a. That the practices complained of herein be adjudged, decreed and declared to be in violation of Plaintiff's legal rights under Minnesota law.
- b. That Defendant be required to make Plaintiff whole for its adverse, retaliatory and unlawful actions through restitution in the form of back pay, including the monetary value of any employment benefits he would have been entitled to as an employee of Defendant, with interest of an appropriate inflation factor.
- c. That Plaintiff be reinstated to his job.
- d. That Plaintiff be awarded front pay and the monetary value of any employment benefits he would have been entitled to as an employee of Defendant.
- e. That Plaintiff be awarded compensatory damages in excess of fifty thousand dollars (\$50,000.00), in an amount to be determined at trial.
- f. Plaintiff gives notice of intent to seek leave to amend his Complaint to seek punitive damages, pursuant to Minn. Stat. § 549.191.

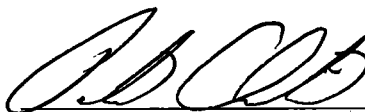
g. That the Court award Plaintiff all attorneys' fees, costs and disbursements pursuant to any applicable laws or statutes.

h. That the Court grant such other and further relief as it deems fair and equitable.

PLAINTIFF DEMANDS A JURY ON ALL COUNTS

Dated: October 10, 2017

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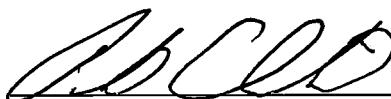
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ACKNOWLEDGMENT

Plaintiff, by its attorneys, hereby acknowledges that costs, disbursements and reasonable attorneys' and witness fees may be awarded to the opposing parties if Minn. Stat. § 549.211 is found to apply.

Dated: October 10, 2017

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