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Fresno Community Hospital and Medical Center, d/b/a
Community Health System.
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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **COUNTY OF FRESNO, B.F. SISK COURTHOUSE**

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19 Fresno Community Hospital and Medical
Center, a California nonprofit public benefit
20 corporation d/b/a Community Health System,

21 Plaintiff,

22 v.

23 Community Regional Medical Staff Medical
Group, a California professional medical
24 corporation; Scott Wells, an individual;
DOES 1 through 10.

25 Defendants.

CASE NO.

COMPLAINT FOR:

- 26 **1. Breach of Contract**
- 27 **2. Breach of Covenant of Good Faith**
and Fair Dealing
- 28 **3. Intentional Interference with**
Contract
- 4. Inducing Breach of Contract**

Complaint Filed:
Trial Date:

26 During an unprecedented series of crises related to the COVID-19 pandemic and raging
27 wildfires in September 2020, the named Defendants in this action conceived of and sought to
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1 execute a scheme to obstruct Plaintiff Fresno Community Hospital and Medical Center, d/b/a
2 Community Health System (hereinafter “CMC”) from being able to provide lifesaving trauma
3 care to members of the public who were in extreme need of those services. Defendants engaged
4 in their scheme to both inflict damage on CMC and in an effort to use the potential of denying
5 certain specialty lifesaving hospital services in an attempt to secure leverage over CMC. Plainly,
6 Defendants’ conduct was nothing short of despicable. They blatantly sought to put public health
7 and human lives in jeopardy in a callous effort to needlessly tarnish CMC and to secure financial
8 benefits for themselves. CMC brings this action to hold Defendants accountable for their
9 conduct. Defendants, not CMC or the public, should be responsible for paying the full amount of
10 costs their scheme inflicted. At the same time, given the malicious, oppressive and fraudulent
11 character of Defendants’ actions, punitive damages should be imposed.

12 I. THE PARTIES

13 1. Plaintiff CMC is a private, not-for-profit healthcare network based in Fresno
14 California. It operates four hospitals, a cancer institute and several long-term care, outpatient and
15 other healthcare facilities. CMC uses these facilities to promote its core mission of improving the
16 health status of the community and promoting medical education. CMC operates the Table
17 Mountain Rancheria Trauma Center which is the only Level 1 trauma center between Los
18 Angeles and Sacramento, serving over 15,000 square miles.

19 2. Defendant Community Regional Medical Staff Medical Group (“CRMSMG”)
20 purports to be an entity that arranges for and provides on-call medical staffing.

21 3. Defendant Scott Wells was at all relevant times a resident of Fresno County. Mr.
22 Wells does not have any apparent position with CRMSMG, but he engaged in communication
23 with CMC on behalf of CRMSMG. In particular, Mr. Wells was responsible for communicating
24 with CMC regarding the on-call services CRMSMG provided for CMC’s trauma center.

25 4. DOES 1 to 10 are individuals and entities whose identities are currently unknown
26 to CMC but who either participated with the named Defendants in the matters alleged or engaged
27 in their own actions aimed at inflicting harm on CMC.
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5 **II. JURISDICTION AND VENUE**

6 5. Jurisdiction and venue are both proper in this Court as a substantial part of the acts
7 alleged took place in Fresno County. Additionally, each of the parties either resides in Fresno
8 County or maintains their principal place of business in this county.

9 **III. FACTUAL BACKGROUND**

10 **A. CMC’S TRAUMA SERVICES.**

11 6. The Table Mountain Rancheria Trauma Center operated by CMC serves a
12 significant area and is the only Level 1 trauma center between Los Angeles and Sacramento.
13 Level 1 trauma centers provide the highest, most comprehensive level of trauma clinical expertise
14 and resources recognized by the American College of Surgeons. The Table Mountain Rancheria
15 Trauma Center at CMC offers the most advanced care to patients needing immediate attention
16 and care due to severe injuries, trauma and illness.

17 7. Residents living in a 15,000 square mile area of Central California depend on
18 CMC’s trauma center to be available to them in cases of sudden traumatic health emergencies.

19 8. Beyond the critical care provided by emergency rooms, trauma units maintain a
20 team of physicians and other care providers who are ready to respond to life threatening
21 conditions around the clock and seven days a week. In particular, at CMC this team includes
22 neurosurgeons who are ready to respond to such life threatening conditions as traumatic brain
23 injuries, serious car accidents, blunt trauma and victims of violent crimes.

24 9. Since 2004, CMC’s trauma center has provided trauma care to more than 87,000
25 patients.

26 **B. CMC CONTRACTS WITH CRMSMG FOR ON-CALL COVERAGE.**

27 10. In order to ensure that CMC had specialty physicians needed to respond to trauma
28 cases, CMC entered an “On-Call Physician Services Agreement” contract with Defendant
CRMSMG dated January 1, 2005. The On-Call Physician Services Agreement was fully restated
on October 1, 2006, and entitled “Amended and Restated Fresno Community Hospital and
Medical Center and Community Medical Staff Medical Group On-Call Physician Services
Agreement” (the “Restated On-Call Agreement”). The Restated On-Call Agreement required

1 CRMSMG to assist CMC in administering and managing specialty physicians who would agree
2 to be “on-call” in order to respond to trauma cases. CRMSMG was obligated to engage
3 physicians on a part time basis to provide call coverage as “On-Call Physicians” for the trauma
4 center.

5 11. Under the Restated On-Call Agreement, as it was amended from time to time,
6 CRMSMG was obligated to maintain contracts between CRMSMG and On-Call Physicians to
7 ensure that physicians were on-call and available to respond to trauma cases. Many of the
8 physicians CRMSMG contracted with were affiliated with Central California Faculty Medical
9 Group, Inc. (“CCFMG”), a professional medical corporation.

10 12. CRMSMG and CMC recognized that maintaining on-call services was necessary
11 in order to ensure that the parties could remain in compliance with all applicable laws, rules,
12 regulations and accreditation standards governing the provision of on-call services. Indeed, the
13 Restated On-Call Agreement contained 2 express and separate provisions requiring the parties to
14 comply with these legal obligations.

15 13. Both parties also recognized the importance of maintaining access to needed on-
16 call physician services to foreclose interruption or disruption to such services. The termination
17 provisions of the Restated On-Call Agreement required CRMSMG to give 90 days’ written notice
18 to CMC prior to terminating the contract. That three month notice period provided CMC with
19 necessary and sufficient operational time that might be required to locate alternative specialty
20 physicians if for some reason CRMSMG or its CRMSMG’s contracted On-Call Physicians were
21 no longer providing services.

22 14. While CRMSMG was obligated to ensure on-call coverage for a number of
23 different specialties, neurosurgeons were particularly important to CMC and its operation of its
24 trauma center. Under the thirtieth amendment to the Restated On-Call Agreement, CRMSMG
25 expressly agreed to ensure comprehensive on-call neurosurgery services to CMC. Specifically,
26 CRMSMG agreed that it “shall provide [neurosurgery] call coverage twenty-four (24) hours per
27 day. CRMSMG shall provide such call coverage service for trauma (in accordance with
28 California Administrative Code Title 22 requirements).”

1 15. Each of the Defendants was aware of CRMSMG's contract with CMC and each
2 knew how important the terms of that contract were to CMC and to the community relying on
3 CMC for lifesaving trauma services. Beyond that, each of the Defendants knew that failing to
4 provide on-call neurosurgery services under the terms of that contract would seriously disrupt
5 CMC's operations and would threaten the health and safety of patients who needed trauma
6 services particularly during a global health pandemic and catastrophic wildfires.

7 **C. CRMSMG ABRUPTLY STOPS PROVIDING ON-CALL**
8 **NEUROSURGEONS.**

9 16. During the spring and summer of 2020, CMC was engaged in negotiations with
10 CCFMG for clinic-based services that did not relate to neurosurgery call coverage. These
11 negotiations continued through September 1, 2020, and neither CCFMG nor any of its agents
12 made any statements or representations indicating it would be necessary to cease the provision of
13 neurosurgery call coverage services.

14 17. It is well known in the community, including by the Defendants, that CMC
15 routinely holds Board of Trustees meetings on the first Tuesday of each month from 7:00 a.m. to
16 9:00 a.m. On Tuesday, September 1, 2020, CMC held such a meeting at 7:00 a.m. Based on
17 recently received assurances, CMC reported to its Board of Trustees that CMC and CCFMG were
18 continuing to negotiate in good faith on agreements for clinic-based services, unrelated to those
19 CCFMG physician services that may be performed through and with another entity, CRMSMG.

20 18. Fully aware that denying on-call neurosurgery services would disrupt CMC's
21 operations and threaten the lives of patients who presented at CMC's trauma center, at 9:38 a.m.
22 on September 1, 2020, Joyce Fields-Keene, the CEO of CCFMG, contacted CMC's Chief
23 Operating Officer, Craig Wagoner, and advised him that neurosurgeons with arrangements to
24 provide neurosurgery call coverage to CMC through CRMSMG would cease such services at
25 5:00 p.m. on September 2, 2020. This was less than 32 hours' notice. This abrupt announcement
26 that neurosurgeons would stop taking call was made during a period with significant uptick in
27 COVID-19 cases and less than 24 hours before the start of the devastating and aggressive Creek
28 Fire, a wildfire that began on September 4, 2020.

1 19. At no time did CRMSMG’s contractually-designated individual for such notice, its
2 Chief Executive Officer, its Secretary, or its Chief Financial Officer (all positions and
3 designations which are held by a single individual, Dr. Mario Gonzalez, Jr.) ever provide any
4 notice that it was terminating the Restated On-Call Agreement or the aspect of that contract that
5 required CRMSMG to provide on-call services for neurosurgery. There is some suggestion that
6 Ms. Fields-Keene provided notice 30 days in advance of the work stoppage to CRMSMG through
7 her fiancé, Defendant Scott Wells. Not only did that notice not comply with the 90 day
8 requirement in the contract between CRMSMG and CMC, but it was never communicated to
9 CMC. In fact, when CMC’s Chief Operating Officer and Senior Vice President of Network
10 Development and Insurance Services spoke with Defendant Scott Wells about the matter,
11 Defendant Wells’ response was “I used to tell you those things when we were friends.”
12 Defendant Wells, thus, intentionally withheld any notice to CMC that neurosurgeons under
13 contract with CRMSMG would cease taking call because he no longer felt that he, or the entities
14 he controlled, were on “friendly” terms with CMC.

15 20. No written notice that CRMSMG would stop providing on-call neurosurgeons was
16 ever provided to CMC.

17 21. CMC understands and believes that Defendants Wells and DOES 1 through 10
18 acted to encourage neurosurgeons who contracted with CRMSMG to provide neurosurgery call
19 coverage to CMC to ignore their obligations to provide on-call services and to refuse to provide
20 care to patients at CMC’s trauma center. Those efforts included false assertions that CMC had
21 received 30 days’ notice of the neurosurgeons’ decision to cease providing call coverage to
22 CMC’s trauma center.

23 22. It was obvious that Defendants had been planning to disrupt neurosurgery call
24 services to CMC’s trauma center for some time in advance of September 1, 2020. Defendants
25 Wells and DOES 1 to 10 also developed a plan to ensure that CMC would receive almost no
26 notice of the work stoppage in order to make it as difficult as possible for CMC to respond and
27 keep needed services available to its trauma center. In addition, a public relations firm was
28 retained prior to September 1, 2020 in order to be prepared to take maximum advantage of the

1 surprise that was ultimately inflicted upon CMC. On September 1, 2020 the same day that CMC
2 was informed for the first time of the neurosurgeons' planned September 2, 2020 walkout,
3 CCFMG issued a press release entitled "Loss of Funding Threatens Access to World-Class
4 Patient Care in Central Valley." In this press release, Ms. Fields-Keene is quoted, stating "[a]
5 long-term funding agreement with CMC is needed to provide patients with access to specialty
6 care such as neurosurgery and to provide our physicians with greater protections and certainty so
7 they can focus on patients' health and wellbeing...[t]his stability...is critical to retaining highly
8 qualified healthcare professionals in an area that is plagued by doctor shortages and barriers to
9 access."

10 23. Defendants Mr. Wells and DOES 1 to 10 coordinated their actions in order to
11 orchestrate a sudden and deliberate termination of the availability of on-call neurosurgeons at
12 CMC. The failure to provide written notice, and the failure to provide any notice at all until just
13 hours before the services were cut off, along with the launch of a public relations campaign,
14 which involved issuing a press release, was calculated to gain an advantage in unrelated contract
15 negotiations with CMC by inflicting maximum injury on CMC, placing its trauma status in
16 jeopardy, and compromising clinical resources for patients in need of trauma services.

17 24. CRMSMG ceased providing neurosurgery on-call services effective at 5:00 p.m. on
18 September 2, 2020.

19 25. The minimal verbal notice provided to CMC required CMC to engage in
20 extraordinary efforts to locate substitute physicians. CMC engaged in a nationwide search to
21 locate neurosurgeons that were immediately available to provide the on-call services needed to
22 continue operating the trauma center and meet the community need. That effort was, of course,
23 complicated by Defendants' scheme of terminating services without complying with the 90 day
24 notice requirements. It was further complicated by the fact that physician services of all
25 specialties were in high demand due to the continuing global pandemic. Defendants were well
26 aware of these factors and intentionally calculated their actions in an effort to exploit the public
27 health emergency to inflict the greatest amount of harm possible on CMC.
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1 26. Defendants' goal was nothing short of shutting down CMC's trauma center and
2 stripping it of its Level 1 Trauma Center status. Defendants' conduct after September 1, 2020
3 makes that undeniable. Defendants, either directly or indirectly through their agents, repeatedly
4 contacted the governmental agency overseeing trauma units in California to encourage them to
5 terminate CMC's authority to operate its trauma center. Similarly, Defendants, either directly or
6 indirectly through their agents, advanced a number of false assertions to the media that CMC
7 would no longer be able to provide trauma care as a result of the Defendants' actions in abruptly
8 cutting off on-call neurosurgery. The EMS Director for the County of Fresno stated that if CMC
9 did not establish neurosurgical service coverage by 5:00 p.m. on September 11, 2020, the State of
10 California would be notified about the suspension of CMC's status as a Level 1 Trauma Center.

11 27. CMC managed to frustrate Defendants' goal of shutting down the trauma center
12 and denying members of our community access to that lifesaving care. Specifically, CMC was
13 able to locate and retain neurosurgeons and have them credentialed on an emergency basis.
14 Patients in need of a neurosurgeon before those substitute physicians were available appropriately
15 were stabilized and transferred to other trauma units on an expedited basis.

16 28. Most neurosurgeons affiliated with CRMSMG were not willing to continue the
17 walk out that Defendants had orchestrated. Many of them expressed frustration at not being able
18 to provide their services to patients who needed them. By September 15, 2020, the
19 neurosurgeons who participated in the Restated On-Call Agreement between CRMSMG and
20 CMC again began providing on-call services to CMC's trauma center.

21 29. However, CMC suffered considerable damage and expense as a result of the 13
22 day walkout orchestrated by Defendants. Those damages included the costs of having to secure
23 substitute neurosurgeons, engage a public relations firm to address the issues and reputational
24 damage, pay for costs associated with stabilizing and transferring patients, pay attorneys to
25 address the multiple issues arising from CRMSMG's breach and other expenses. These costs
26 were well in excess of the jurisdictional minimum of this Court.

1 **FIRST CAUSE OF ACTION**

2 **Breach of Contract**

3 **(Against Defendant CRMSMG)**

4 30. Plaintiff re-alleges and incorporates the allegations contained in Paragraphs 1
5 through 30.

6 31. The Restated On-Call Agreement along with each of its amendments constitutes a
7 valid and enforceable contract between CRMSMG and CMC. Each party has duties and
8 obligation that it owes the other.

9 32. CMC, for its part, at all material times has satisfied its duties and obligations to
10 CRMSMG under the Restated On-Call Agreement.

11 33. CRMSMG engaged in a material breach of the contract in several respects.

12 34. The Restated On-Call Agreement and its thirtieth amendment required CRMSMG
13 to “provide [neurosurgery] call coverage twenty-four (24) hours per day. CRMSMG shall
14 provide such call coverage service for trauma (in accordance with California Administrative Code
15 Title 22 requirements).” Beginning at 5:00 p.m. on September 2, 2020 CRMSMG breached this
16 obligation by failing to provide neurosurgery call services. CRMSMG’s breach of this obligation
17 continued until September 15, 2020 when CRMSMG’s neurosurgery call service was restored.

18 35. The Restated On-Call Agreement required that CRMSMG provide CMC with 90
19 days’ written notice of termination. CRMSMG failed to provide any notice, written or otherwise,
20 to CMC that it would cease providing neurosurgery call coverage. Indeed, the only “notice”
21 CMC received that neurosurgery call service would be terminated was from Ms. Fields-Keene
22 who was not affiliated with CRMSMG and was not speaking for or on behalf of CRMSMG.
23 Defendant Scott Wells, who appears to have acted as a spokesperson for CRMSMG even though
24 he had no formal position with that entity, later informed CMC that no notice was provided to it
25 because they were not “friends” any longer.

26 36. CRMSMG’s breach of the Restated On-Call Agreement resulted in direct and
27 immediate damage to CMC. As alleged above, the total amount of that damage was well in
28 excess of the jurisdictional minimum.

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SECOND CAUSE OF ACTION

Breach of Covenant of Good Faith and Fair Dealing

(Against Defendant CRMSMG)

37. Plaintiff re-alleges and incorporates the allegations contained in Paragraphs 1 through 33.

38. California law imposes a duty of good faith and fair dealing in every contract.

39. CRMSMG intentionally deprived CMC of the benefit of the Restated On-Call Agreement. Specifically, CRMSMG denied CMC the on-call services which CRMSMG knew were essential to CMC providing trauma services to member of the community.

40. CRMSMG not only deprived CMC of this benefit but did so in a manner that was calculated to inflict the maximum amount of disruption and harm on CMC. CRMSMG provided no written notice that it would terminate the provision of neurosurgery call services. What little verbal notice was provided came only hours before CRMSMG ceased providing these services. Yet, CRMSMG knew for at least a month, if not longer, prior to that date that the neurosurgery services would be terminated. CRMSMG, thus, intentionally calculated the termination of those services so that the surprise and disruption to CMC would be as acute as possible.

41. As a result of CRMSMG's breach, CMC was damaged in an amount to be proved at trial.

THIRD CAUSE OF ACTION

Intentional Interference with Contract

(Against Defendants Scott Wells and DOES 1 to 10)

42. Plaintiff re-alleges and incorporates the allegations contained in Paragraphs 1 through 41.

43. Defendants Scott Wells and DOES 1 to 10 were fully aware of the existence of the Restated On-Call Agreement in place between CRMSMG and CMC. Indeed, these Defendants

1 were specifically aware that the contract required CRMSMG to provide on-call coverage for
2 neurosurgery at CMC's trauma center.

3 44. Defendants Scott Wells and DOES 1 to 10 engaged in a scheme to prevent
4 CRMSMG from honoring the terms of its contract with CMC. Specifically, these Defendants
5 sought to convince, and did convince, neurosurgeons to refuse to take call for CMC's trauma
6 center. That scheme prevented CRMSMG from fully performing its obligations under the
7 contract.

8 45. Defendants' conduct was intended to cause CRMSMG to be placed in a position
9 where it would fail to honor its contractual obligations to CMC. What is more, as part of their
10 scheme, these Defendants caused CRMSMG to fail to provide any written notice to CMC that
11 neurosurgery would no longer be provided as required under the Restated On-Call Agreement.
12 These Defendants also ensured that whatever notice CMC was provided would be limited to a
13 matter of hours in order to inflict the maximum amount of disruption and damage on CMC.

14 46. CRMSMG breached its contract with CMC as a direct result of the actions of Mr.
15 Wells and DOES 1 to 10.

16 47. In causing CRMSMG to breach its contract with CMC, Mr. Wells and DOES 1 to
17 10 directly and intentionally inflicted damage on CMC by disrupting the operations of its trauma
18 center in the manner alleged above. Beyond that, these Defendants directly and intentionally
19 placed members of the community at risk by attempting to shut down CMC's trauma center.

20 48. CRMSMG's breach of contract was the aim and purpose of a civil conspiracy
21 perpetrated by Defendants Mr. Wells and DOES 1 to 10. Those Defendants formed a conspiracy
22 to inflict significant harm and damage on CMC by seeking to deprive CMC of the neurosurgery
23 services it had secured by means of the Restated On-Call Agreement. Defendants Mr. Wells and
24 DOES 1 to 10 carried out their conspiracy by both interfering with the contract between
25 CRMSMG and CMC and by precluding CRMSMG from providing notice to CMC that it would
26 terminate the provision of neurosurgical services. At the same time, Defendants Mr. Wells and
27 DOES 1 to 10 furthered the damage their conspiracy sought to inflict on CMC by making, or
28 inducing others to make, statements to the media and to government regulators suggesting that

1 CMC would not be able to provide trauma services as a result of the breach that they caused
2 CRMSMG to commit. The aim of this conspiracy was to inflict damage on CMC and in carrying
3 it out Defendants Mr. Wells and DOES 1 to 10 inflicted significant damage on CMC as alleged
4 above.

5 49. The actions of Mr. Wells and DOES 1 to 10 not only inflicted damages on CMC in
6 an amount to be proved at trial but also were malicious, fraudulent and oppressive such that these
7 Defendants should be subject to exemplary damages in an amount to be determined by the jury.

8
9 **FOURTH CAUSE OF ACTION**

10 **Inducing Breach of Contract**

11 **(Against Defendants Scott Wells and DOES 1 to 10)**

12 50. Plaintiff re-alleges and incorporates the allegations contained in Paragraphs 1
13 through 49.

14 51. Defendants Scott Wells and DOES 1 to 10 were fully aware of the existence of the
15 Restated On-Call Agreement in place between CRMSMG and CMC. Indeed, these Defendants
16 were specifically aware that contract required CRMSMG to provide on-call coverage for
17 neurosurgery at CMC's trauma center.

18 52. Defendants Scott Wells and DOES 1 to 10 induced CRMSMG to breach the terms
19 of the contract with CMC. Specifically, these Defendants sought to convince, and did convince,
20 neurosurgeons to refuse to take call for CMC's trauma center. That scheme prevented CRMSMG
21 from fully performing its obligations under the contract.

22 53. Defendants' conduct induced CRMSMG into breaching its contract with CMC
23 because it denied CRMSMG the ability to honor its contractual obligation. At the same time, Mr.
24 Wells and DOES 1 to 10 further induced CRMSMG to breach its contractual obligations by
25 failing to provide the 90 day notice required to terminate the contract with CMC.

26 54. CRMSMG breached its contract with CMC as a direct result of the actions of Mr.
27 Wells and DOES 1 to 10.

1 55. By inducing CRMSMG to breach its contract with CMC, Mr. Wells and DOES 1
2 to 10 directly and intentionally inflicted damage on CMC by disrupting the operations of its
3 trauma center in the manner alleged above. Beyond that, Mr. Wells and DOES 1 to 10 directly
4 and intentionally placed members of the community at risk by attempting to shut down CMC's
5 trauma center.

6 56. CRMSMG's breach of contract was the aim and purpose of a civil conspiracy
7 perpetrated by Defendants Mr. Wells and DOES 1 to 10. Those Defendants formed a conspiracy
8 to inflict significant harm and damage on CMC by seeking to deprive CMC of the neurosurgery
9 services it had secured by means of the Restated On-Call Agreement. Defendants Mr. Wells and
10 DOES 1 to 10 carried out their conspiracy by both inducing CRMSMG to breach its contract with
11 CMC and failing to provide notice to CMC that it would terminate the provision of neurosurgical
12 services. At the same time, Defendants Mr. Wells and DOES 1 to 10 furthered the damage their
13 conspiracy sought to inflict on CMC by making statements to the media and to government
14 regulators suggesting that CMC would not be able to provide trauma services as a result of the
15 breach that they had induced CRMSMG to commit. The aim of this conspiracy was to inflict
16 damage on CMC and in carrying it out Defendants Mr. Wells and DOES 1 to 10 inflicted
17 significant damage on CMC as alleged above.

18 57. The actions of Mr. Wells and DOES 1 to 10 not only inflicted damages on CMC in
19 an amount to be proved at trial but also were malicious, fraudulent and oppressive such that these
20 Defendants should be subject to exemplary damages in an amount to be determined by the jury.

21 **WHEREFORE**, Plaintiff prays for judgment be entered in its favor and against
22 Defendants as follows:

23 **ON THE FIRST CAUSE OF ACTION**

- 24 1. For compensatory damages in excess of the jurisdictional minimum of this Court.
- 25 2. For statutory interest prejudgment interest.
- 26 3. For such other relief as the Court may deem just and proper.

27 **ON THE SECOND CAUSE OF ACTION**

- 28 1. For compensatory damages in excess of the jurisdictional minimum of this Court.

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- 2. For statutory interest prejudgment interest.
- 3. For such other relief as the Court may deem just and proper.

ON THE THIRD CAUSE OF ACTION

- 1. For compensatory damages in excess of the jurisdictional minimum of this Court.
- 2. For punitive and exemplary damages.
- 3. For prejudgment interest.
- 4. For such other relief as the Court may deem just and proper.

ON THE FOURTH CAUSE OF ACTION

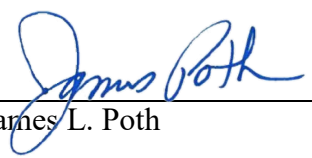
- 1. For compensatory damages in excess of the jurisdictional minimum of this Court.
- 2. For punitive and exemplary damages.
- 3. For prejudgment interest.
- 4. For such other relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all triable causes of action.

Dated: September 23, 2021

Jones Day

By: 

 James L. Poth

Attorney for Plaintiff
 FRESNO COMMUNITY HOSPITAL AND
 MEDICAL CENTER, A CALIFORNIA
 NONPROFIT PUBLIC BENEFIT
 CORPORATION D/B/A COMMUNITY
 HEALTH SYSTEM