



### Chesis' Employment

4. Chesis began employment with PP/CA in July 2006. Chesis was hired by PP/CA's Medical Director at that time, Dr. Murray Pelta ("Dr. Pelta"), and she worked under Dr. Pelta's direct supervision and direction. At all times during her employment, Chesis worked at PP/CA's Near North Abortion Services Program.

5. Between July 2006 and early February 2007, Chesis received only positive feedback regarding the performance of her duties at PP/CA and received no warnings, negative performance appraisals or any indication that she was not performing her duties in a fully satisfactory manner. By February 2007, for these and other reasons, Chesis had a reasonable expectation of continued employment by PP/CA.

6. In or about December 2006, Dunbar became PP/CA's Associate Medical Director. Between December 2006 and February 20, 2007, Dunbar never visited PP/CA's Near North Abortion Services Program and never met with Chesis. Also during that time, Dunbar and Chesis had no verbal or written communications.

### Dunbar's Actions Towards Chesis

7. On or about February 21, 2007, Dunbar visited Near North Abortion Services for the first time in his capacity as Associate Medical Director. On that day, Dunbar met with Chesis, accused her of improperly performing certain aspects of her job and advised her she would be removed her from her ultrasound responsibilities.

8. On February 22, 2007, Dr. Pelta, in an e-mail to Dunbar, questioned Dunbar's ability to make an appropriate assessment of Chesis' performance and stated that she had done an outstanding job since beginning employment with PP/CA.

9. On March 2, 2007, Dunbar met with Chesis in person, berated her for talking to Dr. Pelta about Dunbar's criticism of her and advised her that their meeting was an official verbal warning regarding her sub-par performance. Dunbar reiterated and added to his complaints about Chesis' performance and also accused her of changing dates on ultrasounds so that patients would have to pay a higher price for abortion services. Dunbar also made negative comments regarding Dr. Pelta, whose employment at PP/CA was terminated on February 28, 2007, and Chesis' association with Dr. Pelta.

10. Chesis denied the validity of Dunbar's complaints and requested evidence or details supporting his allegations but Dunbar refused to provide any such information to Chesis. Chesis further denied ever changing a date to affect the price paid by a patient as she had no knowledge of or interest in the prices paid by patients and accrued no personal benefit by the payment of a higher price.

11. Over the next several weeks, Dunbar reprimanded Chesis for various minor matters, including overtime, alleged insubordination and when she should call if she was sick.

12. Dunbar also imposed various restrictions on Chesis. These restrictions, in part, had the effect of cutting patient appointments, lessening available services and eliminating the presence of a Registered Nurse in the recovery room.

13. Dunbar took the aforementioned actions solely pursuant to his own personal interests, including, but not limited to, his dislike of Chesis and his desire to increase his power and status at PP/CA. Dunbar has attempted to effect the latter by seeking to eliminate persons related to Dr. Pelta, persons whose medical knowledge exceeds his, and persons whom he cannot control.

14. Dunbar has also made anti-Semitic remarks and comments to one or more Jewish employees of PP/CA and has wrongfully disciplined several Jewish employees. Chesis is Jewish. Dunbar took the aforementioned actions in part because of his prejudice towards Jewish persons.

15. Dunbar's actions were unrelated, antagonistic and detrimental to the interests of PP/CA.

**Chesis' Complaints Regarding PP/CA Protocol and Statutory Breaches**

16. After the restrictions on Chesis' nursing duties and overtime were put in place, Chesis advised Dunbar, Tina Boyer ("Boyer"), the manager of the Near North Center, and Rachel Bergstrom-Carlson, PP/CA's Regional Manager, that a Registered Nurse was often not in or around the abortion recovery room when sedation patients were present.

17. The failure to ensure the presence of an anesthesiologist, licensed physician or registered nurse in or around the recovery room when sedation patients are present is a breach of PP/CA protocol, a breach of the Guidelines and Standards for Postanesthetic Care established by the American Society for Anesthesiologists, a breach of the acceptable standard of care in this community and a violation of the Illinois Medical Practice Act of 1987, 225 ILCS 60/3.5, 54.5, the Nursing and Advanced Practice Nursing Act, 225 ILCS 65/5-15, 5-20, 10-5, and/or various other medical rules, guidelines, standards and regulations.

18. Soon thereafter, Chesis advised Dunbar and Boyer that certain Reproductive Healthcare Assistants, who are unlicensed employees with no medical training, were performing improper ultrasounds and were making ultrasound diagnoses. Dunbar told Chesis that her complaints were unfounded and inappropriate.

19. Medical diagnoses by unlicensed personnel is a breach of PP/CA protocol, a breach of the acceptable standard of care in this community and a violation of the Illinois Medical Practice Act of 1987, 225 ILCS 60/49(iii), the Nursing and Advanced Practice Nursing Act, 225 ILCS 65/5-15, 5-20, 10-5, and/or various other medical rules, guidelines, standards and regulations.

**Dunbar Terminates Chesis' Employment**

20. On April 10, 2007, Dunbar advised Chesis that her employment with PP/CA was being terminated. Dunbar stated that the reason for the termination was that Chesis had prescribed the medication Depo-Provera to a patient with a history of depression in violation of PP/CA policy. Dunbar did not identify the specific patient or circumstances related to that prescription. Dunbar thereafter escorted Chesis off the PP/CA premises.

21. Pursuant to World Health Organization guidelines provided to Chesis during her PP/CA employment, the prescribing of Depo-Provera to patients with depressive disorders is not prohibited and is wholly within the provider's discretion.

22. The proffered reason for Chesis' termination was pretextual.

23. As a result of Chesis' (and others) termination from PP/CA, the level of abortion access, patient privacy and safety, and staff competency and ability has been greatly diminished.

**COUNT I – RETALIATORY DISCHARGE V. PP/CA**

24. Plaintiff realleges and incorporates herein by this reference as if set forth in full, paragraphs 1 through 23 as and for paragraph 24 of this Count I.

25. PP/CA terminated Chesis' employment in retaliation for her complaints regarding the absence of a Registered Nurse in the recovery room when sedation patients were present, improper ultrasounds and ultrasound diagnoses made by unlicensed personnel.

26. The wrongful conduct reported by Chesis created dangerous and unsafe medical conditions that affect the health of Illinois residents.

27. Chesis' termination violates clearly mandated public policy regarding the reporting of illegal, improper or unsafe actions, particularly with respect to the provision of medical care.

28. As a result of the aforesaid termination, Chesis has suffered damages.

WHEREFORE, Plaintiff Nicole Chesis prays for relief as follows:

- A. Judgment against Planned Parenthood/Chicago Area in an amount in excess of \$50,000.00, in an exact amount to be proven at trial; and
- B. Punitive damages in an amount to be determined at trial; and
- C. Such other and further relief as this court deems just and appropriate under the circumstances.

**COUNT II - TORTIOUS INTERFERENCE WITH PROSPECTIVE  
ECONOMIC ADVANTAGE V. DUNBAR**

29. Plaintiff realleges and incorporates herein by this reference as if set forth in full, paragraphs 1 through 28 as and for paragraph 29 of this Count II.

30. Chesis had a reasonable expectation of continuing her employment with PP/CA by virtue of the length of her tenure with PP/CA, PP/CA's need for qualified nurses of Chesis' background and experience, Chesis' unblemished employment record prior to Dunbar's arrival and her position with PP/CA.

31. Dunbar had knowledge of Chesis' expectancy.

32. Dunbar knew or should have known that the purported reason for Chesis' termination was false and pretextual.

33. Dunbar purposefully and wrongfully interfered with and defeated Chesis' legitimate expectancy by recommending or representing to PP/CA that Chesis' employment should be terminated based on the above-cited false reason.

34. Dunbar's actions were not undertaken to further PP/CA's interest.

35. As a result of the aforesaid acts, Chesis has suffered damages.


WHEREFORE, Plaintiff Nicole Chesis prays for relief as follows:

- A. Judgment against Dunbar in an amount to be proven at trial;
- B. Punitive damages in an amount to be determined at trial; and
- C. Such other and further relief as this court deems just and appropriate under the circumstances.

**DEMAND FOR JURY TRIAL**

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

**NICOLE CHESIS**

By:   
Attorney for Plaintiff

Jeffrey R. Rosenberg  
O'Halloran Kosoff Geitner & Cook, LLC  
650 Dundee Road, Suite 475  
Northbrook, Illinois 60062  
Telephone: 847/291-0200  
Firm No. 11936

VERIFICATION

Plaintiff, Nicole Chesis, being first duly sworn on oath, states that she has knowledge of the facts contained in the foregoing Complaint; Plaintiff, that under penalties provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that she verily believes the same to be true.

  
\_\_\_\_\_  
Nicole Chesis

RULE 222 AFFIDAVIT

Pursuant to Supreme Court Rule 222, Nicole Chesis, being first duly sworn on oath, states that under penalties provided by law pursuant to Section 1-109 of the Code of Civil Procedure the total money damages sought herein exceeds \$50,000.

  
\_\_\_\_\_  
Nicole Chesis