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SUPERIOR COURT OF WASHINGTON FOR WHITMAN COUNTY

PAULA BOWES, a single individual,

Plaintiff,

v.

PULLMAN REGIONAL HOSPITAL,

Defendant.

NO. 21-2-00021-38

FIRST AMENDED COMPLAINT FOR DAMAGES FOR TORT OF WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY (EXERCISING A LEGAL RIGHT OR PRIVILEGE, WHISTLEBLOWER AND RETALIATION FOR HIRING AN ATTORNEY TO PROTECT PLAINTIFF FROM DISCRIMINATION, RETALIATION AND WRONGFUL DISCHARGE)

I. INTRODUCTION

Plaintiff Paula Bowes (“Ms. Bowes”), through her attorneys, Michael B. Love of Michael Love Law, PLLC, and Robert F. Greer and Kate M. Geyer of Feltman Ewing, P.S., asserts the following claims for wrongful discharge. Ms. Bowes, a physician assistant hospitalist, alleges that she was wrongfully discharged by her former employer, Pullman Regional Hospital (“Hospital”), in retaliation for exercising a legal right or privilege, being a whistleblower, and in retaliation for hiring an attorney to prevent her from being discriminated against, retaliated

1 and wrongfully discharged under Washington law. Ms. Bowes asserts that her discharge from
2 the Hospital was retaliatory as her notice of discharge (90 days' notice of the nonrenewal of
3 her contract at the end of June 2020 and later official termination) came in close proximity
4 to, and only after, repeatedly reporting in good faith her concerns based upon an objective
5 reasonable belief of improper health care practices and breach of the standard of care by the
6 Hospital's health care professionals relating to the care of a patient, aka Jane Doe. Ms. Bowes
7 also raised safety issues with her supervisors, doctors, and nurses at the Hospital relating to
8 patients being admitted who had violent tendencies and which led to Hospital staff being
9 assaulted. Ms. Bowes brought her concerns to the attention of Hospital administrators
10 several times. The Hospital administrators did nothing to respond to her concerns. Ms. Bowes
11 notified the Hospital that those same areas of concern would be reported to the respective
12 regulating agencies. Despite being engaged in protected activity, the Hospital responded by
13 retaliating and such initiating adverse actions upon Ms. Bowes. The first adverse action
14 asserted against Ms. Bowes, she attests, was the retaliatory action the Hospital demonstrated
15 by placing her on administrative leave just one day after Ms. Bowes notified the Hospital, in
16 writing, of having retained attorney representation and that she would be moving forward to
17 report to regulatory agencies facts Ms. Bowes objectively and reasonably believed warranted
18 investigation.
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23 Ms. Bowes' concerns for which she was being discriminated and retaliated against were
24 primarily those regarding her having reported her concerns related to the events surrounding
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1 the Hospital inpatient care of patient Jane Doe. The Hospital also notified the attorney
2 retained by Ms. Bowes, in writing, that Ms. Bowes' contract would not be renewed in June of
3 2020. This notification of employment termination occurred before any investigation took
4 place. Of note, once the Hospital conducted the investigation, it was a sham and not
5 transparent. Ms. Bowes and her attorney were actively involved in the investigation the
6 Hospital initiated. Several requests were made of Ms. Bowes to attend questioning sessions,
7 which she did, and all of which occurred at her time and expense. Yet the Hospital would not
8 release the written findings of the investigation. Rather, the Hospital hid behind the veil of
9 attorney-client privilege and work product even though the attorney was hired as an outside
10 investigator.
11

12
13 The circumstances of gross medical neglect, which Ms. Bowes asserts led to a poor
14 patient outcome, was never investigated by the Hospital despite the number of times
15 Ms. Bowes brought her concerns to Hospital leadership and her medical colleagues.
16

17 II. JURISDICTION AND VENUE

18 1. Ms. Bowes was, and is, a resident of Spokane County at the time the incidents
19 alleged in her complaint occurred.

20 2. Ms. Bowes was employed by the Hospital during the time relevant to this lawsuit
21 and worked in Whitman County, Washington, on behalf of the Hospital.
22

23 3. The Hospital is located at 835 SE Bishop Blvd., Pullman, Washington 99163 and
24 conducted business in Whitman County, Washington, at all times relevant to this lawsuit.
25

1 rounds on the patient; however, Dr. Winkler later admitted that he had sought out
2 Ms. Bowes' clinical opinion, with documentation, because he had been conflicted about the
3 patient's inpatient medical care to that point. Dr. Winkler was aware of Ms. Bowes' extensive
4 experience in palliative care, in fact, Ms. Bowes had more palliative care experience than any
5 other hospitalist team member. Dr. Mark Winkler, a respected hospitalist, with nearly 40
6 years of experience, requested Ms. Bowes' opinion because he, himself, was uncomfortable
7 with Jane Doe's care plan.
8

9
10 12. On January 21, 2020, Ms. Bowes rounded on patient Jane Doe.

11 13. On January 22, 2020, when Dr. Winkler resumed his duty as the hospitalist,
12 Ms. Bowes made it clear to Dr. Winkler that she was in full opposition to the diagnosis for
13 patient Jane Doe and her care plan, which was end of life. Ms. Bowes communicated to
14 Dr. Winkler that, per her evaluation, patient Jane Doe did not have an incurable or
15 unmanageable condition. Patient Jane Doe's chronic medical conditions and mental health
16 issues all had many options for treatment. Patient Jane Doe had no physiological indicators
17 that death was imminent, which was discussed by Dr. Winkler and Ms. Bowes on January 21
18 and January 22, 2020. Dr. Winkler made a point to mention that patient Jane Doe had normal
19 labs and a normal examination. Dr. Winkler voiced his opinion to Ms. Bowes that he had no
20 clinical reason to believe patient Jane Doe should be an end-of-life patient. Dr. Winkler and
21 Ms. Bowes were in agreement on this point.
22

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24 14. Ms. Bowes also raised her concerns with Nicole Dwyer, a physician assistant
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1 hospitalist employed by the Hospital. Ms. Dwyer was the hospitalist member who primarily
2 attended to patient Jane Doe's inpatient care and it was Ms. Dwyer who developed,
3 documented, and asserted the role of leader of Jane Doe's case.

4
5 15. On January 28, 2020, seven days after Ms. Bowes had rounded on Jane Doe,
6 Ms. Bowes brought her concerns directly to her immediate supervisor, Dr. Karen Geheb. Prior
7 to Ms. Bowes reporting her concerns, Dr. Geheb was already aware that Ms. Bowes had
8 opposed Jane Doe's medical treatment plan.

9
10 16. Ms. Bowes also reported her concerns about patient Jane Doe's treatment plan
11 with nursing staff.

12
13 17. Patient Jane Doe later died on February 1, 2020. Based upon Ms. Bowes'
14 knowledge of patient Jane Doe's inpatient care plan, Jane Doe died due to starvation.

15
16 18. Consistent with documentation entered into the patient's chart, conversations
17 held with Dr. Winkler, Nicole Dwyer, and other hospital staff, patient Jane Doe did not have
18 an end-of-life diagnosis, and thus should not have been on comfort care.

19
20 19. Without either a life-limiting diagnosis, or an end-stage chronic medical
21 condition/disease, patient Jane Doe should not have been identified as being end of life.

22
23 20. Opposing the patient care plan for Jane Doe was consistent with Ms. Bowes'
24 position that hospitalist team members developed and carried out a medical care plan which
25 was in breach of the standard of care. Not providing nutrition or hydration or both for a
26 patient, even for an end-of-life patient, is clinically inappropriate.

1 21. There was no health reason, and no physiologic prohibition, for patient Jane Doe
2 not to be fed and hydrated.

3 22. Jane Doe was also not provided intravenous hydration or nutrition.

4 23. Patient Jane Doe, under the care of Ms. Bowes just a few weeks prior to the time
5 of the patient's admission, had eaten an evening meal provided to her by nursing staff. During
6 the task of admitting Jane Doe to the Hospital, Ms. Bowes discussed the patient's dietary
7 preferences. This is a standard part of the hospital admission process. Per that discussion with
8 Ms. Bowes, Jane Doe agreed that a regular hospital diet was appropriate, and so Ms. Bowes
9 placed a regular diet on the Jane Doe's admission order set. Food was given to patient Jane
10 Doe at her request. Jane Doe's admission had occurred after the regular meal service, so the
11 staff nurse caring for patient Jane Doe provided the standard (evening fare) of a sandwich,
12 salad and beverage. The night nurse communicated that the patient ate all of the food, in
13 entirety, without needing any assistance to eat and had no complaints thereafter.

14 24. Based upon patient Jane Doe's medical orders, which included an NPO (nothing
15 by mouth), Ms. Bowes had an objective reasonable belief that this was inappropriate and
16 illegal and reported it as such to the Hospital.

17 25. Responding to the initial NPO, Ms. Bowes discontinued the NPO order and
18 changed patient Jane Doe to a regular diet. Within a short period of time, Ms. Bowes'
19 discontinuation of the original NPO order was reversed by someone at the Hospital that
20 Ms. Bowes is unaware of at this time.

1 26. Recognizing that ultimately a patient like Jane Doe who is not fed and not provided
2 food/hydration will die, Ms. Bowes reported to the Hospital her objective reasonable belief
3 that Jane Doe's death was caused by this clinical occurrence and that the medical care plan
4 did not adhere to the standard of medical care for any of patient Jane Doe's medical
5 conditions.
6

7 27. Ms. Bowes alleges that the substandard of care the Hospital and its hospitalist
8 team executed contributed to, and ultimately resulted in, patient Jane Doe's death. This could
9 have, and should have, been prevented.
10

11 28. Patient Jane Doe's lengthy inpatient stay provided considerable opportunity for
12 the patient's care plan to be abolished or changed.

13 29. Dr. Geheb (hospitalist supervisor), fully apprised of Ms. Bowes' position on patient
14 Jane Doe, never considered researching alternative treatment options for the patient. Also,
15 transferring patient Jane Doe to a higher level of care was not considered.
16

17 30. The treatment plan Ms. Dwyer developed for patient Jane Doe, and which no
18 other hospitalist (Ms. Bowes excluded) opposed, was initiated as a palliative care plan;
19 however, in patient Jane Doe's situation the treatment (not feeding) caused patient Jane Doe
20 more pain and suffering than benefit.
21

22 31. Despite this, Dr. Geheb never conducted a re-evaluation of the patient's medical
23 status.
24

25 32. In reporting her concerns to the Hospital, Ms. Bowes used the words
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27

1 “malpractice” and “reckless” to describe the care of patient Jane Doe before she died.

2 33. Ms. Bowes’ objective reasonable belief is that the combined actions of declaring
3 patient Jane Doe as end of life, placing her on comfort care, inappropriately medicating her
4 with opiate and tranquilizing medications, denying the patient food/water (NPO status), not
5 considering intervention/consultation of specialists outside of the treating hospitalist group,
6 admitting her to the hospital and keeping her inpatient, while also engaging in routine
7 communications with the patient about dying (rather than living), and having the patient
8 remain in the hospital bed, were causative to the patient’s death and a breach of the standard
9 of care, and otherwise illegal.
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12 **Raising Safety Issues in the Workplace**

13 34. Ms. Bowes alleges that she raised safety issues with her supervisors, doctors, and
14 nurses at the Hospital relating to patients being admitted who had violent tendencies and
15 which led to hospital staff being assaulted.
16

17 35. Ms. Bowes alleges that staff assaults occurred because the Hospital did not have
18 the nurses appropriately trained, did not provide appropriate staffing levels, had minimal
19 security, and had nothing in place to prevent workplace violence.
20

21 36. Ms. Bowes brought her concerns to both Dr. Gerald Early and Dr. Geheb about
22 incidents of workplace violence.

23 37. Despite Ms. Bowes’ repeated appeals to the Hospital administration relating to
24 the violence risk factors, staff members were assaulted/harmed. The Hospital patients also
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26

1 remain at increased risk for harm due to Hospital staff not being trained properly, the Hospital
2 building not having a safe room assignment for at-risk patients, and because the Hospital has
3 not appreciated the importance of appropriate staffing when difficult patients are admitted.
4

5 38. Prior to February 17, 2020, Ms. Bowes brought these concerns of violence in the
6 workplace to the attention of Dr. Early and Dr. Geheb on at least three separate occasions.

7 **Ms. Bowes' Meeting with Dr. Geheb**

8 39. What occurred next within a close proximity of time of Ms. Bowes raising those
9 same concerns referenced herein was a thinly veiled cover up and retaliation being directed
10 towards Ms. Bowes by Dr. Geheb, and potentially others, for raising concerns of patient care
11 and undue violence in the workplace.
12

13 40. On February 17, 2020, Dr. Geheb and Ms. Bowes met (this was an unplanned
14 meeting initiated by Dr. Geheb).
15

16 41. At the meeting Dr. Geheb raised concerns about Ms. Bowes' interaction with
17 patient Jane Doe on January 21 and 22, 2020. More than half of the time spent in this meeting
18 between Ms. Bowes and Dr. Geheb involved a discussion of patient Jane Doe and Ms. Bowes'
19 concerns about patient care.
20

21 42. Ms. Bowes was informed by Dr. Geheb at the meeting on February 17, 2020, and
22 later on February 24, 2020, (both verbally and in writing) that she could either formally resign
23 (with severance support); provide 90 days' notice of intent to terminate her employment
24 contract with the potential for a positive reference and severance support; or face formal
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1 termination without severance support and without a positive reference. The conduct on the
2 part of Dr. Geheb violated the Hospital's policy and procedures on discipline and termination,
3 including the Hospital's policy on protecting *whistleblowers*.

4
5 43. Prior to February 17, 2020, Ms. Bowes had not faced formal progressive discipline
6 in the past. The only job performance evaluation Ms. Bowes had received was also positive.
7 Ms. Bowes told Dr. Geheb that she refused to resign.

8 **Ms. Bowes Hires an Attorney to Protect her from Discrimination and Retaliation**

9
10 44. Ms. Bowes retained an attorney who primarily practices in the area of
11 employment law, in particular, claims of wrongful discharge, discrimination and retaliation.

12 45. The attorney, in a letter to the top administrators of the Hospital, Scott Adams
13 and Bernadette Berney, dated March 9, 2020, (attached as Exhibit A) and personally served
14 on them that same day advised the Hospital of what is contained herein.

15
16 46. The attorney, on behalf of Ms. Bowes, also advised the administrators of the
17 Hospital that Ms. Bowes was "in protected activity" as a "whistleblower" and requested that
18 the Hospital perform a good faith investigation of her concerns and also stop the
19 discriminatory, hostile, and retaliatory behavior of Dr. Geheb and potentially others. The
20 attorney also provided notice that a litigation hold be put in place relating to potentially
21 discoverable documents.
22

23 47. The very next day, March 10, 2020, in response to the attorney's letter, Ms. Bowes
24 was placed on administrative leave and provided 90 days' notice that her contract would not
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1 be renewed.

2 48. The Hospital retained an outside investigator, employment attorney Kimberley
3 Kamel of the Spokane law firm of Witherspoon Kelley.

4
5 49. The Hospital was not transparent during the investigation and refused to allow the
6 investigator to release a copy of her report to Ms. Bowes and her attorney citing attorney-
7 client privilege and work product doctrine.

8
9 50. At the conclusion of the investigation that Ms. Bowes initiated, participated in,
10 and provided full cooperation with the investigator, Ms. Bowes was notified of her
11 termination effective June 24, 2020, by the Hospital.

12 III. CLAIMS

13 CAUSES OF ACTION 1, 2 AND 3

14 **Wrongful Discharge in Violation of Public Policy (Exercising a Legal Right** 15 **or Privilege, Whistleblower, and Hiring an Attorney to Protect Ms. Bowes from** 16 **Discrimination and Retaliation in the Workplace for reporting her concerns)**

17 51. Ms. Bowes hereby reincorporates and reasserts the above paragraphs 1 through
18 50 as if fully set forth herein.

19 52. Employees in Washington are protected from being discharged in violation of a
20 clear mandate of public policy. The stated public policy is either legislatively or judicially
21 recognized. *Thompson v. St. Regis Paper Company*, 102 Wn.2d 219, 232, 685 P.2d 1081
22 (1984).

23
24 53. The Government Whistleblower Protection Act, RCW 42.41.030(1), specifically
25 provides that local governmental employees have “the right to report to the appropriate
26

1 person or persons information concerning an alleged improper governmental action.”

2 54. RCW 42.41.040 specifically provides protection and relief to local governmental
3 employees in that “[i]t is unlawful for any local government official or employee to take
4 retaliatory action against a local government employee because the employee provided
5 information in good faith in accordance with the provisions of this chapter that an improper
6 governmental action occurred.”

7
8 55. RCW 43.70.075, recently amended, also provides protection to employees
9 characterized as *whistleblowers* who complain in *good faith* about the improper quality of
10 care by a health care provider in a healthcare facility and who initiate, participate, or
11 cooperate in any investigation under this section. “An employee who is a whistleblower, as
12 defined in this section, and who as a result of being a whistleblower has been subjected to
13 workplace reprisal or retaliatory action has the remedies provided under chapter 49.60
14 RCW.”

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17 56. Washington’s Industrial Safety and Health Act (“WISHA”) specifically, RCW
18 49.17.160, provides that “[n]o person shall discharge or in any manner discriminate against
19 any employee because such employee has filed any complaint or instituted or caused to be
20 instituted any proceeding under or related to this chapter, or has testified or is about to testify
21 in any such proceeding or because of the exercise by such employee on behalf of himself or
22 herself or others of any right afforded by this chapter.”

23
24 57. Once a plaintiff shows the violation of a public policy, the burden shifts to the
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1 employer to prove the dismissal was for reasons other than those alleged by the employee.
2 *Thompson*, 102 Wn.2d at 233. See also *Wilmot v. Kaiser Aluminum & Chem. Corp.*, 118 Wn.2d
3 46, 70, 821 P.2d 18 (1991) (“Employer must articulate a legitimate non-pretextual non-
4 retaliatory reason for the discharge.”)
5

6 58. Following *Thompson*, the tort of wrongful discharge in violation of public policy
7 has been recognized in four different situations: (1) where employees are fired for refusing
8 to commit an illegal act; (2) where employees are fired for performing a public duty or
9 obligation, such as serving jury duty; (3) where employees are fired for exercising a legal right
10 or privilege, such as filing workers’ compensation claims; and (4) where employees are fired
11 in retaliation for reporting employer misconduct, i.e., whistleblowing. *Dicomes v. State*, 113
12 Wn.2d 612, 618 (1989). Under each scenario, Ms. Bowes is required to identify the recognized
13 public policy and demonstrate that the Hospital contravened the policy by terminating her
14 employment. *Gardner v. Loomis Armored, Inc.*, 128 Wn.2d 931, 945 (1996) (finding
15 employees must show “they engaged in particular conduct,” which “directly relates to the
16 public policy”); *Thompson*, 102 Wn.2d at 232 (finding the employee must demonstrate the
17 dismissal violates a clear mandate of public policy).
18
19

20 59. Washington courts apply a three-step, burden-shifting test taken from *McDonnell*
21 *Douglas Corp. v. Green*, 411 U.S. 792 (1973). See, e.g. *Scrivener v. Clark Coll.*, 334 P.3d 541
22 (Wash. 2014) (applying the *McDonnell Douglas* framework in the employment discrimination
23 context).
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1 60. The first step is for Ms. Bowes to make out a prima facie case for retaliatory
2 discharge. See *Wilmot v. Kaiser Aluminum & Chem. Corp.*, 821 P.2d 18, 28-29 (Wash. 1991).
3 To do so, Ms. Bowes need not attempt to prove the Hospital’s sole motivation was retaliation.
4 *Wilmot*, 821 P.2d at 30. Rather, Ms. Bowes need only produce evidence – even if
5 circumstantial – that her actions, which were in furtherance of public policy, were “a cause of
6 firing.” *Id.* at 30; see also, *Rickman v. Premera Blue Cross*, 358 P.3d 1153, 1160 (Wash. 2015).

8 61. At the second step the burden of production shifts to the Hospital, who must
9 articulate a legitimate, non-retaliatory reason for the discharge. *Wilmot*, 821 P.2d at 29.

11 62. The third step requires that Ms. Bowes respond to the Hospital’s proffered reason
12 by showing either (1) the employer’s articulated reason is pretext, or (2) even if the
13 employer’s stated reason is legitimate, retaliation for protected conduct was nevertheless a
14 substantial motivating factor. *Wilmot*, 821 P.2d at 31.

16 63. Ms. Bowes will be able to produce sufficient evidence to not only survive summary
17 judgment but also prevail in front of a jury of her peers.

18 64. By reporting issues of patient care and safety violations to the Hospital, Ms. Bowes
19 was engaged in protected activity as a *whistleblower* and also *exercising a legal right or*
20 *privilege* by contacting a government agency and filing a formal complaint with the Medical
21 Commissioners, Department of Health State of Washington, as well as hiring an attorney to
22 protect her from discrimination and retaliation.

24 65. Ms. Bowes’ reporting and engagement in protected activity was a *substantial*

1 *factor* for her discharge based upon the close proximity in time between her ongoing
2 concerns to the Hospital relating to patient care and safety concerns, hiring an attorney to
3 protect her from discrimination and retaliation among other things, and the adverse action.
4 *Kahn v. Salerno*, 90 Wn. App. 110, 130-31 (1998) (“Proximity in time between the adverse
5 action and the protected activity, coupled with evidence of satisfactory work performance
6 and supervisor evaluations suggests an improper motive.”) *Bennett v. Hardy*, 113 Wn.2d. 912,
7 924-25 ((1990) (Allowing a claim when the employee hired an attorney to protect herself from
8 discrimination, an act for which she was later fired.).
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11 66. Further, the person who notified Ms. Bowes initially that she could either quit or
12 resign, Dr. Geheb, had clear animus against Ms. Bowes based upon her reporting of patient
13 care and safety issues. Mr. Adams and Ms. Berney also had clear animus against Ms. Bowes
14 based upon the Hospital immediately placing Ms. Bowes on administrative leave on
15 March 10, 2020, and providing 90 days’ notice that her contract as a physician assistant
16 hospitalist would not be renewed one day after receiving Ms. Bowes’ attorney’s letter
17 notifying them of her protected activity. As a result of Dr. Geheb, Mr. Adams, Ms. Berney and
18 potentially others actions, the Hospital is liable. *Staub v. Proctor Hosp.*, 562 U.S. 411, 421
19 (2011) (“The employer is at fault because one of its agents committed an action based on
20 discriminatory animus that was intended to cause, and did in fact cause, an adverse
21 employment action.”); *Cf. LaPlant v. Snohomish County*, 162 Wash. App. 476, 479 (2011) (“An
22 employer is vicariously liable” for the wrongful acts of its employees “conducted within the
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1 scope of employment”); *Vargas v. City of Asotin*, No. 35093-1-III, 2018 WL 1936154, at *7
2 (Wash. Ct. App. Apr. 24, 2018) (employer can be subject to liability for subordinate’s bias
3 where “the subordinate’s bias leads to an adverse employment decision.”)
4

5 67. As a result of the violations of the Hospital Ms. Bowes is entitled to substantial
6 damages as set forth below.

7 **IV. PRAYER FOR RELIEF**

8 Ms. Bowes respectfully seeks:

9
10 68. All damages allowed under the law, including back pay, front pay, pre-judgment
11 interest, adverse tax consequences, and general damages allowed under RCW 49.48.030 and
12 Chapter 49.60 RCW.

13 69. Attorneys’ fees, costs, and litigation expenses as allowed under RCW 49.48.030,
14 RCW 43.70.075 (c), and Chapter 49.60 RCW.

15 70. A declaration that the Hospital violated the law.

16 71. All other relief that is just and equitable.

17
18 DATED this 24th day of February, 2021.

19
20 MICHAEL LOVE LAW, PLLC

21
22 By: 
23 MICHAEL B. LOVE, WSBA 20529
24 Attorney for Plaintiff
25 905 W. Riverside Ave., Suite 404
26 Spokane, WA 99201
27 (509) 212-1668

FELTMAN EWING, P.S.

21
22 By: 
23 ROBERT F. GREER, WSBA 15619
24 KATE M. GEYER, WSBA 55494
25 Attorneys for Plaintiff
26 421 W. Riverside Ave, Suite. 1600
27 Spokane, WA 99201

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mike@michaellovelaw.com

(509) 838-6800
robg@feltmanewing.com
kateg@feltmanewing.com

Exhibit A



Michael Love Law

March 9, 2020

Pullman Regional Hospital
835 SE Bishop Blvd,
Pullman, WA 99163
Attention: Administrator
Scott Adams
scottadams@pullmanregionalhospital.org
Bernadette Berney
Bernadette.berney@pullmanregionalhospital.org

Re: Paula Bowes Whistleblower

Dear Mr. Adams and Ms. Berney:

Please be advised that I have been retained by Paula Bowes a physician's assistant and hospitalist employed by your facility.

My client has advised me that she has recently raised issues of patient care and violence in the workplace with her supervisor and others and, as a result, has been advised by her immediate supervisor, Dr. Geheb, that she can either resign or face her contract (which expires in June) not being renewed.

For factual context, on January 21, 2020, my client was asked to see a patient by Dr. Mark Winkler in order to provide an opinion on the patient's medical care and to document her opinion. My client later made it clear to Dr. Winkler that she was in full opposition to the diagnosis for the patient and care plan. My client also raised her concerns with Nicole Dwyer a hospitalist PA. One or two days afterwards my client also brought her concerns to Dr. Karen Geheb her immediate supervisor. My client also repeatedly addressed her concerns with nursing staff.

This patient who was admitted on December 19, 2019, later died on February 1, 2020. My client has a good faith reasonable belief that this patient died of starvation and never should have been on an end of life care plan based on her age (29), physical and mental condition.

My client also brought concerns to both Dr. Gerald Early and Dr. Geheb as to violence in the workplace resulting in a staff member being harmed and noting the increased risk for patients being harmed, due to lack of training of providers, not enough providers on staff, lack of safe rooms, and inappropriate patients being assigned to a rural hospital with a proclivity for violence. My client has brought this separate issue to the attention of Dr. Early and Dr. Geheb on at least three (3) separate occasions and prior to February 17, 2020.

My client's concerns were disregarded. What occurred next within a close proximity of time of my client raising those same concerns was a thinly veiled cover up and retaliation being directed towards my client by Dr. Geheb, and potentially others, for raising the concerns of patient care and violence in the workplace.

On February 17, 2020, Dr. Geheb and my client met (this was an unplanned meeting) to discuss my client's concerns relating to the care of the patient who only seventeen (17) days prior had died. More than half this meeting involved a discussion of this patient (the one who died on February 1, 2020) and the care issues.

Dr. Geheb then proceeded on February 24, 2020, to provide documentation (via email) and discuss with my client alleged performance deficiencies that for the most part had never been brought to my client's attention and was done so in violation of hospital policy and procedure.

Dr. Geheb also informed my client both verbally and in writing on February 17, 2020, and February 24, 2020, that she can either formally resign (with severance support); provide 90 day notice of intent to terminate contract with potential for positive reference and severance support; or face formal termination without severance support and without a positive reference.

Please be advised that my client has not faced formal progressive discipline in the past. The only job performance evaluation she has received was also positive.

All of this behavior on the part of Dr. Geheb is not only illegal in the state of Washington, but violates your own policies and procedures on discipline and termination, including the hospital's policy on protecting *whistleblowers*.

As you well know my client is a mandated reporter and is clearly involved at this point in protected activity.

I am requesting that the hospital perform a good faith investigation of these concerns and also stop the discriminatory, hostile and retaliatory behavior of Dr. Geheb and potentially others.

I am also providing notice to you and demanding that a litigation hold be put in place and that all material documents and/or written information relating to the concerns raised by my client, including, but not limited to, patient care records and chart notes of the deceased patient referenced herein, text messages, correspondence, voicemails and email communications be preserved for the purpose of investigation and potential litigation. Please be advised should litigation ensue and any documents are destroyed or come up missing that are material to this matter after the date of this notice I will seek the appropriate redress from the Court.

Please have your legal counsel contact me at his or her earliest convenience.

Respectfully,



MICHAEL B. LOVE