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11 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
12 **IN AND FOR THE COUNTY OF MARICOPA**

13 **GREYSON C. GRIEPENTROG**, a minor,
14 by and through Krystle E. Griepentrog, his
15 natural guardian and next friend,

16 Plaintiff,

17 vs.

18 **BANNER HEALTH**, an Arizona non-profit
19 corporation; **BANNER – UNIVERSITY**
20 **MEDICAL CENTER SOUTH CAMPUS,**
21 **LLC**, d/b/a Banner – University Medical
22 Center Phoenix, an Arizona limited liability
23 company; **LAURIE P. ERICKSON, M.D.;**
24 **JOHN DOES I-X; JANE DOES I-X; XYZ**
25 **CORPORATIONS I-X; BLACK and**
WHITE PARTNERSHIPS I-X; ABC
ORGANIZATIONS I-X,

Defendants;

No. CV2020-052367

COMPLAINT

(Tort-Medical Negligence)

(Tier 3)

Plaintiff Greyson C. Griepentrog (“Greyson”), a minor, by and through Krystle E. Griepentrog (“Ms. Griepentrog”), his natural guardian and next friend, for his claim

1 against: (a) Defendant Banner Health, an Arizona non-profit corporation (“Banner
2 Health”); (b) Defendant Banner – University Medical Center South Campus, LLC, d/b/a
3 Banner – University Medical Center Phoenix (f/k/a Banner Good Samaritan Medical
4 Center), an Arizona limited liability company (“Banner University”); and (c) Defendant
5 Laurie P. Erickson, M.D. (“Dr. Erickson” and together with Banner Health and Banner
6 University, “Defendants”), and each of them, allege as follows:
7

8 **ALLEGATIONS COMMON TO ALL COUNTS**

9 For their allegations against Defendants, and each of them, which are common to
10 all Counts, Greyson states:

11 1. Greyson is a minor child and brings suit by and through Ms. Griepentrog,
12 in her representative capacity as Greyson’s natural guardian and next friend.
13

14 2. At all times material hereto, Greyson lived with his natural mother, Ms.
15 Griepentrog, and was a resident of Maricopa County, Arizona.

16 3. At all times material hereto, Banner Health was an Arizona non-profit
17 corporation duly authorized to do business in the State of Arizona. Banner Health was
18 in the business of owning, managing and operating several health care facilities
19 including, but not limited to, hospitals and several specialized health care facilities in
20 Arizona and other states.
21

22 4. At all times material hereto, Banner Health employed physicians, nurses,
23 technicians, agents, servants, ostensible or apparent agents and other healthcare
24 professionals (collectively, the “Banner Health Staff”) to provide health care services to
25

1 members of the general public, including but not limited to Ms. Griepentrog and
2 Greyson.

3 5. As a matter of law, the negligent acts and/or omissions of the Banner
4 Health Staff are imputed to Banner Health and, therefore, Banner Health is vicariously
5 liable for all such negligent acts and/or omissions.
6

7 6. On or about November 14, 2014, Banner University was organized as an
8 Arizona limited liability company with The University of Arizona Health Network, Inc.,
9 an Arizona non-profit corporation (“UAHN”) as its sole member. Banner University was
10 duly authorized to do business in the State of Arizona and was in the business of owning,
11 managing and operating several health care facilities including, but not limited to,
12 hospitals and several specialized health care facilities in Arizona and other states.
13

14 7. At all times material hereto, Banner University employed physicians,
15 nurses, technicians, agents, servants, ostensible or apparent agents and other healthcare
16 professionals (collectively, the “University Staff”) to provide health care services to
17 members of the general public, including but not limited to Ms. Griepentrog and
18 Greyson.
19

20 8. As a matter of law, the negligent acts and/or omissions of the University
21 Staff are imputed to Banner University and, therefore, Banner University is vicariously
22 liable for all such negligent acts and/or omissions.
23

24 9. On or about February 28, 2015, Banner Health merged with UAHN, and
25 as a result of the merger of UAHN’s and Banner Health’s respective assets and liabilities,

1 Banner Health and/or Banner University acquired that certain hospital commonly known
2 as “Banner – University Medical Center Phoenix” (f/k/a “Banner Good Samaritan
3 Medical Center”) located at 1111 East McDowell Road, Phoenix, Arizona 85006 (the
4 “Hospital”).

5
6 10. At all times material hereto, Dr. Erickson was: (a) a duly licensed physician
7 under the laws of the State of Arizona; (b) certified by the American Board of Medical
8 Specialties (Obstetrics and Gynecology) as having a specialty practice area of Obstetrics
9 & Gynecology; and (c) actively practicing her profession, including, but not limited to,
10 providing obstetrics and gynecology services to members of the general public, including
11 but not limited to Ms. Griepentrog and Greyson.

12
13 11. At all times material hereto, Dr. Erickson was an agent, servant, employee,
14 and/or an apparent or ostensible agent of Banner Health and/or Banner University acting
15 in the course and scope of her employment or other business relationship with Banner
16 Health and/or Banner University.

17
18 12. As a matter of law, the negligent acts and/or omissions of Dr. Erickson are
19 attributed to Banner Health and/or Banner University, and therefore Banner Health
20 and/or Banner University is vicariously liable for all such negligent acts and/or omissions
21 by Dr. Erickson.

22
23 13. One or more of the above-named Defendants reside in Maricopa County,
24 either as an individual or as a business entity having its principal place of business in
25 Maricopa County, and therefore venue is proper under Ariz. Rev. Stat. §12-401.

1 22. Ms. Griepentrog was cared for by members of the Banner Staff and/or the
2 University Staff as well as several physicians including Dr. Erickson and Michael Leovic,
3 M.D.

4 23. Nurse members of the Banner Staff and/or the University Staff applied a
5 fetal monitor to assess Greyson.
6

7 24. Nurse members of the Banner Staff and/or the University Staff
8 administered Pitocin to Ms. Griepentrog.

9 25. Several vaginal examinations by the Banner Staff and/or the University
10 Staff occurred throughout the day at the Hospital.
11

12 26. An IUPC was placed by members of the Banner Staff and/or the University
13 Staff sometime after 4:00 p.m. on May 31, 2014, to monitor Ms. Griepentrog's uterine
14 contractions and the timing of Greyson's heart rate decelerations.

15 27. Ms. Griepentrog's uterine contractions were assessed by one or more
16 members of the Banner Staff and/or the University Staff during Ms. Griepentrog' labor
17 on May 31, 2014.
18

19 28. The fetal heart rate was assessed by one or more of the Defendants
20 throughout Ms. Griepentrog' labor on or about May 31, 2014.

21 29. Nurse members of the Banner Staff and/or the University Staff noted fetal
22 heart rate decelerations for Greyson.

23 30. Members of the Banner Staff and/or the University Staff characterized
24 Greyson's heart rate as non-reassuring.
25

1 31. Members of the the Banner Staff and/or the University Staff suspected
2 chorioamnionitis.

3 32. Nurse members of the the Banner Staff and/or the University Staff
4 discussed the possibility of chorioamnionitis with the physicians.
5

6 33. Bradycardia was noted on the fetal heart monitor.

7 34. Tachysystole was noted on the fetal heart monitor.

8 35. Greyson was born at the Hospital at approximately 1:45 a.m. on June 1,
9 2014.

10 36. Greyson's Apgar score was "1" at one minute after his birth.

11 37. Greyson was later transferred to the special care nursery at the Hospital for
12 cooling therapy.
13

14 38. Greyson was diagnosed with hypoxia ischemic encephalopathy.

15 39. Greyson suffered a brain injury around the time of his birth at the Hospital.

16 40. Greyson now has cerebral palsy as a result of the decreased oxygen during
17 his labor and delivery at the Hospital.
18

19 41. As a result of the health care services provided by Banner Health and the
20 Banner Health Staff before, on or after May 31, 2014 to Ms. Griepentrog and Greyson
21 (whether Greyson was in utero, or during or after labor and delivery), there was a
22 healthcare provider-patient relationship between Banner Health and the Banner Health
23 Staff and both Ms. Griepentrog and Greyson.
24
25

1 prudent health care provider in the respective professions or classes to which they belong
2 within the State of Arizona, acting in the same or similar circumstances, because they
3 negligently:

- 4 a. Failed to diagnose the condition of Ms. Griepentrog and Greyson;
- 5 b. Failed to safely monitor Ms. Griepentrog and Greyson in light of their
6 condition;
- 7 c. Failed to properly communicate with other health care providers;
- 8 d. Failed to ensure Greyson received proper oxygenation;
- 9 e. Were otherwise negligent in a manner not presently known to Ms.
10 Griepentrog and Greyson.
11

12
13 46. In addition to the negligent acts and/or omissions set out in Paragraph [45]
14 above, Dr. Erickson breached her duty to Ms. Griepentrog and Greyson to exercise that
15 degree of care, skill and learning expected of a reasonable, prudent health care provider
16 in her profession within the State of Arizona, acting in the same or similar circumstances,
17 because she negligently managed Ms. Griepentrog's labor and Greyson's delivery
18 resulting in injury to Greyson.
19

20 47. The above-described negligence of the Banner Health Staff, for which
21 Banner Health is vicariously liable; the negligence of the Banner University Staff, for
22 which Banner University is vicariously liable; and the negligence of Dr. Erickson, for
23 which Banner Health and/or Banner University is vicariously liable, directly caused or
24 contributed to cause the following severe and permanent injuries to Greyson:
25

- 1 a. Brain damage;
- 2 b. Cerebral palsy;
- 3 c. Past and future physical pain and suffering;
- 4 d. Past and future emotional distress;
- 5 e. Past and future loss of enjoyment of life;
- 6 f. Past and future impaired earning capacity;
- 7 g. The necessity for health care goods and services on a daily basis for his
- 8 entire lifetime, to assist him in living a life as close to normal as is
- 9 reasonably possible;
- 10
- 11
- 12 h. Past and future expenses for health care goods and services, the nature and
- 13 extent of which are not presently known; and
- 14 i. Other damages, the nature and extent of which are not presently known.

15 **COUNT II: CORPORATE NEGLIGENCE (MINOR'S CLAIM)**

16 For his Count II claim against Banner Health and/or Banner University, Greyson,
17 by and through his natural guardian and next friend, Ms. Griepentrog, incorporates by
18 reference the Allegations Common to All Counts and alleges:
19

20 48. As a result of the health care provider-patient relationship between each of
21 Banner Health and/or Banner University and Greyson, which existed when he was in
22 utero, and through, during and after the labor and delivery which resulted in his birth,
23 each of Banner Health and/or Banner University owed a nondelegable duty directly to
24 Greyson: (a) to use reasonable care in the maintenance of safe and adequate facilities and
25

1 equipment; (b) to select and retain only competent physicians; (c) to oversee all persons
2 who practice medicine in its facilities to ensure the patient's safety and well-being while
3 in the hospital; and (c) to formulate, adopt and enforce adequate rules and policies to
4 ensure quality care for patients, including Greyson.

5
6 49. Each of Banner Health and/or Banner University breached the above-
7 described nondelegable duties because Banner Health and/or Banner University
8 negligently:

- 9 a. Failed to adequately train its obstetrical staff, nurses, agents, and
10 physicians in the assessment of fetal heart rate and uterine contractions;
11
12 b. Failed to implement appropriate policies and procedures for its labor and
13 delivery unit, newborn unit, and NICU to avoid the injuries suffered by
14 Greyson;
15
16 c. Failed to adequately educate its staff, nurses, agents, and physicians on its
17 policies, procedures, guidelines, including but not limited to, fetal
18 monitoring, assessment and well-being of the fetus, ultrasound, and
19 communication between health care providers;
20
21 d. Failed to implement one or more policies regarding fetal assessment,
22 electronic fetal monitoring, Pitocin usage, and communication between
23 health care providers;
24
25 e. Failed to have appropriate staff available for the treatment of Greyson
immediately following his delivery at the Hospital; and

1 f. Were otherwise directly negligent in a manner not presently known to
2 Greyson.

3 50. The above-described negligence of Banner Health and/or Banner
4 University directly caused or contributed to cause Greyson to suffer the injuries set out
5 in Count I.
6

7 **COUNT III: INFORMED CONSENT (MINOR'S CLAIM)**

8 For his Count III claim against Dr. Erickson, Greyson, by and through his natural
9 guardian and next friend, Ms. Griepentrog, incorporates by reference the Allegations
10 Common to All Counts and alleges:
11

12 51. The circumstances of Greyson before and during labor and delivery were
13 such that a reasonably prudent healthcare provider, in the same or similar circumstances,
14 would have obtained Greyson's informed consent, through Ms. Griepentrog acting on
15 his behalf, for all operations, treatments or procedures performed on or provided to Ms.
16 Griepentrog and Greyson before or during the labor and delivery which resulted in
17 Greyson's birth.
18

19 52. As a result of the physician-patient relationship between Dr. Erickson and
20 Greyson, Dr. Erickson owed a duty to Greyson to obtain his informed consent, through
21 his mother, for all operations, treatments, delays in treatment, or procedures performed
22 on or provided to Ms. Griepentrog and Greyson before or during the labor and delivery
23 which resulted in Greyson's birth, by providing Ms. Griepentrog, acting on Greyson's
24
25

1 behalf, with information which would ordinarily be provided to a patient under like
2 circumstances by physicians engaged in a similar practice.

3 53. Dr. Erickson breached her duty to Greyson by failing to provide Ms.
4 Griepentrog, on Greyson's behalf, with information that would ordinarily be provided to
5 a patient under like circumstances by physicians engaged in a similar practice, in part
6 because Dr. Erickson negligently failed to advise Ms. Griepentrog of the inherent risks,
7 benefits, indications for particular procedures, and alternative procedures before and/or
8 during the labor and delivery, and the effects thereof on Greyson, and thereby failed to
9 obtain informed consent from Greyson.
10

11 54. As the direct and proximate result of the individual failures of Dr. Erickson
12 to obtain Greyson's informed consent, through his mother, Ms. Griepentrog, Greyson
13 suffered the injuries described in Count I.
14

15 **WHEREFORE**, Greyson prays for judgment against Defendants, and each of
16 them, as follows:

17 1. For general damages in a sum which would be fair to fully compensate
18 Greyson for his injuries and damages;
19

20 2. For Greyson's past and future special damages including but not limited to
21 medical and attendant care expenses for Greyson, and other economic and pecuniary
22 losses which will be more specifically set forth at the time of trial;

23 3. For Greyson's costs herein incurred, expended and accruing; and
24
25

