

NO. \_\_\_\_\_

JEFFERSON CIRCUIT COURT  
DIVISION \_\_\_\_\_  
JUDGE \_\_\_\_\_

JOHN MITCHELL FARMER, M.D.,

PLAINTIFF

V.

VERIFIED COMPLAINT

BAPTIST HEALTH MEDICAL GROUP, INC.  
2701 Eastpoint Parkway  
Louisville, Kentucky 40223

DEFENDANTS

SERVE: Janet M. Norton, Esquire, Registered Agent  
2701 Eastpoint Parkway  
Louisville, KY 40223

AND

BAPTIST HEALTH MADISONVILLE, INC.  
2701 Eastpoint Parkway  
Louisville, Kentucky 40223

SERVE: Janet M. Norton, Esquire, Registered Agent  
2701 Eastpoint Parkway  
Louisville, KY 40223

Comes now the Plaintiff, John Mitchell Farmer, M.D. ("Dr. Farmer"), under oath and by and through undersigned counsel, and for his Verified Complaint against the Defendants, Baptist Health Medical Group, Inc. ("BHMG") and Baptist Health Madisonville, Inc. ("BHM"), hereby states as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. This is a civil action by Plaintiff John Mitchell Farmer, M.D. seeking compensatory damages.

2. Jurisdiction is proper because the amount in controversy between the parties is in excess of the minimum jurisdictional amount necessary to invoke the jurisdiction of this Court.

3. Venue is proper because Defendants' principal offices are located in Louisville, Jefferson County, Kentucky, at the same address of 2701 Eastpoint Parkway, and a substantial part of the events giving rise to the claims occurred in Louisville, Jefferson County, Kentucky.

4. Dr. Farmer was born and raised in Louisville, Jefferson County, Kentucky, but is and was at all times relevant herein a citizen and resident of Madisonville, Hopkins County, Kentucky.

5. Defendant Baptist Health Medical Group, Inc. ("BHMG") is a Kentucky non-profit corporation authorized to do business in the Commonwealth of Kentucky.

6. Defendant Baptist Health Madisonville, Inc. ("BHM") is a Kentucky non-profit corporation authorized to do business in the Commonwealth of Kentucky.

**FACTUAL ALLEGATIONS**

7. Dr. Farmer incorporates by reference all other paragraphs of this Complaint as if fully set forth here.

8. Dr. Farmer graduated from the University of Kentucky School of Medicine in June 2017. Dr. Farmer then sought to complete a Residency Program in Family Practice as part of his medical training and in anticipation of entering the private practice of medicine following completion of the Residency program.

9. Dr. Farmer and BHM entered into a Family Medicine Resident Agreement (“Agreement”) on June 25, 2019, which is attached hereto as Exhibit A and incorporated by reference herein. The Agreement took effect on June 30, 2019, for a one year term expiring on June 30, 2020.

10. The Agreement set forth “obligations and expectations of [BHM] in connection with providing an appropriate environment for residency training for [Dr. Farmer].” Ex. A, p. 1. BHM agreed to provide “a suitable environment for medical education experience” to Dr. Farmer. Ex. A, p. 2.

11. The Agreement states that Dr. Farmer shall “conform to Baptist policies, procedures and medical staff rules and regulations as such pertain to Residents.” Ex. A, p. 3.

12. At all times relevant herein, Dr. Farmer was a licensed healthcare professional, with a medical license issued and approved by the Kentucky Board of Medical Licensure (“KBML”).

13. On November 4, 2019, Dr. Farmer worked the full day in the clinic at BHM, seeing and treating patients and interacting with co-workers. Throughout the day he interacted with several doctors and multiple other non-physician staff in the course of his duties.

14. On November 4, 2019, at approximately 4:15 p.m., Dr. Farmer conducted a routine appointment with two minor children he had seen on prior occasions, with their mother and her boyfriend present. A medical student was also present. The appointment was uneventful. Dr. Farmer found nothing unusual about the appointment. The children were later seen by an attending physician.

15. After the appointment ended, Dr. Farmer concluded his work day and went home. Dr. Farmer’s residence was located less than a five minute drive from BHM.

16. Unbeknownst to Dr. Farmer, immediately following the appointment, the mother of the children made a complaint to Stephanie Crick, the office manager of BHM, alleging that Dr. Farmer was "impaired." As evidence, she said that Dr. Farmer was "touching his nose a lot."

17. Dr. Farmer was not impaired or under the influence of any alcohol or illegal drugs on November 4, 2019, or at any other time while on duty and working at BHM.

18. The mother's complaint was forwarded to Diana Nims, M.D., the Residency Program Director, a member of BHM, and Dr. Farmer's direct supervisor. Dr. Nims received notice of the complaint on November 4, 2019.

19. Dr. Nims spoke with Kenneth Hargrove, M.D. (who had met with the patients after Dr. Farmer did). Dr. Nims asked Dr. Hargrove if Dr. Farmer was impaired. Dr. Hargrove responded, "he is not impaired, he is twitchy but that is Dr. Farmer." Dr. Nims also spoke with Dr. Hatler, who also denied that Dr. Farmer was impaired.

20. Under BHM's Fitness for Duty and Drug Testing Policy, if there is a "reasonable suspicion that the employee is presently under the influence of any substance which may impair the employee's judgment, coordination, skill or alertness, then the manager will remove the employee from the immediate work area to a private place and inform the employee of the concerns." Then, the manager must "escort the employee to Employee Health or the appropriate medical office...or the Emergency Department and/or other designated location" where the employee is tested for alcohol and/or drugs.

21. Dr. Nims, who knew BHM's policies well, did not inform Dr. Farmer about the complaint until the next morning, November 5, 2019. Dr. Nims did not ask or require that Dr. Farmer return to BHM for immediate testing on November 4<sup>th</sup>, which would have confirmed that Dr. Farmer was not impaired at all and that the complaint about him was baseless.

22. Instead, Dr. Nims reported the complaint to Laurie Oglesby, the Human Resources Director, and the Designated Institutional Officer (“DIO”) at BHM so as to be the supervisor of Dr. Nims in her job as Residency Program Director. Oglesby told her to contact Wayne Lipson, M.D., the Chief Medical Officer.

23. Dr. Nims, Dr. Lipson, and Oglesby conferred on the evening of November 4, 2019 to decide how to handle the complaint. Dr. Nims and Dr. Lipson also met and consulted with Dr. James Armstrong, then the President of BHMG. Before speaking with Dr. Farmer, or asking him to undergo testing to actually determine if he was in fact impaired or under the influence, Dr. Lipson, Dr. Nims, and Dr. Armstrong agreed that they would require him to go the Kentucky Physicians Health Foundation (“KPHF”) for evaluation and possible treatment.

24. On the morning of November 5, 2019, Dr. Nims and Dr. Lipson met with Dr. Farmer, on their request. Dr. Nims informed Dr. Farmer of the complaint. Dr. Nims asked whether Dr. Farmer was impaired yesterday, to which Dr. Farmer said, “absolutely not.”

25. Dr. Farmer asked why he had not been informed about the complaint the previous day, which Dr. Nims did not answer. Dr. Farmer asked to be given a urine drug screen (UDS) immediately, but Dr. Nims told him that it would not be done at BHM, and he needed to have it done at KPHF.

26. Dr. Lipson and Dr. Nims ordered Dr. Farmer to immediately drive approximately three hours to Louisville and report to the KPHF that day. BHM placed Dr. Farmer on a leave of absence, pending an evaluation through KPHF.

27. The same day, Dr. Farmer reported to KPHF, met with Dr. Greg Jones, Medical Director of KPHF, and completed a UDS.

28. Dr. Jones told Dr. Farmer that he needed to go to an approved facility for a 96-hour evaluation. In fact, Dr. Jones advised Dr. Farmer that KPHF would not approve of his return to medical practice until he completed the evaluation process.

29. Dr. Jones informed Dr. Farmer that the Kentucky Board of Medical Licensure ("KBML") was not going to take action against Dr. Farmer's license, or otherwise get involved.

30. On November 15, 2019, Dr. Lipson sent a letter to the KBML stating that a patient had made an anonymous complaint against Dr. Farmer, and that BHM had referred Dr. Farmer to the KPHF. (A copy of the November 15, 2019 letter is attached as **Exhibit B** and incorporated by reference herein.)

31. On the basis of Dr. Lipson's letter, KBML initiated an investigation into Dr. Farmer.

32. On or about November 15 or 16, 2019, a KBML investigator interviewed Dr. Farmer and Dr. Lipson.

33. The KBML investigator asked Dr. Farmer to name potential witnesses that had worked with him on November 4, 2019, but Dr. Lipson (who was present for Dr. Farmer's interview) interjected and would not permit Dr. Farmer to provide any names of witnesses to the KBML investigator, even though Dr. Farmer wanted to do so to refute the baseless complaint.

34. Had he been permitted to identify witnesses, Dr. Farmer would have named Dr. Hargrove and at least three or four other physicians and other co-workers, including nurses who had worked with him many times, as well as on November 4, 2019. All of the witnesses would have confirmed and/or testified that there was nothing different about Dr. Farmer's behavior and he did not demonstrate any evidence of impairment or of being under the influence. Dr. Lipson

wrongfully and improperly prevented the KBML investigator from speaking that day with any of these exculpatory witnesses.

35. On or about November 22, 2019, KBML required Dr. Farmer to sign an Interim Agreed Order, pending the KBML's investigation. The Interim Agreed Order prohibited Dr. Farmer from engaging in the practice of medicine "until approved to do so" by the KBML. The Interim Agreed Order also constituted a reportable event about Dr. Farmer to the National Practitioner's Data Bank, which is permanently on his record.

36. Beginning on December 2, 2019, Dr. Farmer underwent an evaluation at Metro Atlanta Recovery Residences ("MARR") in Atlanta, Georgia.

37. On December 11, 2019, Dr. Farmer returned to KPHF, and signed a Contract Letter per the instruction of Dr. Jones, which included a two-year agreement to abstain from alcohol or any mood-altering drugs, and other terms (including regular testing, monitoring, and therapy).

38. The KBML extended the Contract Letter with KPHF to five years and made Dr. Farmer's compliance with the Contract Letter a condition of retaining his medical license without which he could not complete the Residency Program or earn a living as a practicing physician.

39. BHM also required Dr. Farmer's compliance with the Contract Letter as a condition of continued employment in the Residency Program.

40. On or about September 3, 2020, Dr. Farmer completed his Residency with BHM. Dr. Farmer's completion of his Residency was supposed to be on June 30<sup>th</sup> like all other Residents, but was delayed as a result of the temporary suspension of his ability to practice medicine under the Interim Agreed Order.

41. As a result of the Contract Letter and/or Interim Agreed Order, as well as his delayed graduation date, which is a “red flag” to all prospective employers, Dr. Farmer’s job prospects have been severely diminished and he has experienced significant difficulty obtaining suitable employment as a physician, much less a position that would pay him at a normal salary for an individual in his area of practice coming out of a Residency Program.

### LEGAL ALLEGATIONS

#### Count I: Breach of Contract (BHM)

42. Dr. Farmer incorporates all other paragraphs of this Complaint as if fully set forth here.

43. A valid contract existed between Dr. Farmer and BHM.

44. Dr. Nims and/or Dr. Lipson, in the course and scope of their employment with BHM and acting as its agents, breached the contract by not providing Dr. Farmer with a “suitable environment for medical education experience.”

45. Dr. Nims and/or Dr. Lipson, in the course and scope of their employment with BHM and acting as its agents, breached the contract by referring Dr. Farmer to KPHF without good faith and with actual malice on the basis of one anonymous, unsubstantiated complaint, before speaking with Dr. Farmer, testing him for drugs or alcohol, and/or without speaking with multiple doctors and other medical professionals such as nurses who worked with him and observed him on November 4, 2019.

46. Dr. Nims and/or Dr. Lipson, in the course and scope of their employment with BHM, breached the contract by not following BHM’s Fitness for Duty & Drug Testing policy when it received an anonymous, unsubstantiated complaint accusing Dr. Farmer of being impaired or under the influence of alcohol and/or drugs, by not immediately notifying Dr.



Farmer and requiring him to undergo immediate testing to prove whether there was any factual basis for the complaint.

47. Dr. Lipson, in the course and scope of his employment with BHM and as its agent, breached the contract by reporting the unsubstantiated, anonymous complaint about Dr. Farmer to the KBML, without good faith and with actual malice.

48. Dr. Lipson, in the course and scope of his employment with BHM and as its agent, and without good faith and with actual malice, breached the contract by preventing the KBML investigator from interviewing witnesses, including doctors and other medical professionals, such as nurses who worked with Dr. Farmer and observed him on November 4, 2019, which would have exculpated him.

49. Dr. Farmer has been damaged by BHM's breaches of contract.

**Count II: Tortious Interference with Prospective Business Advantage (BHM and BHMG)**

50. Dr. Farmer incorporates all other paragraphs of this Complaint as if fully set forth here.

51. Dr. Farmer had/has a valid business relationship or expectancy with the KMBL, which controls the issuance, suspension, renewal and reinstatement of Dr. Farmer's license to practice medicine in Kentucky.

52. Dr. Farmer had/has a valid business relationship or expectancy with prospective future employers following the completion of his residency with BHM.

53. BHM and BHMG were aware of Dr. Farmer's relationships/expectancies with the KBML and prospective future employers.

54. Dr. Lipson, in the course and scope of his employment with BHM and as its agent, intentionally interfered with Dr. Farmer's relationship with the KMBL by reporting the

unsubstantiated, anonymous complaint about Dr. Farmer to the KBML, without good faith and with actual malice.

55. Dr. Lipson, in the course and scope of his employment with BHM and as its agent, intentionally interfered with Dr. Farmer's relationship with the KBML by preventing the KBML investigator from interviewing witnesses, including doctors and other medical professionals such as nurses that worked with him on November 4, 2019 who would have exculpated Dr. Farmer.

56. Dr. Nims and/or Dr. Lipson, in the course and scope of their employment with BHM and as its agents, intentionally interfered with Dr. Farmer's future employment prospects by referring Dr. Farmer to KPHF without good faith and with actual malice on the basis of one anonymous, unsubstantiated complaint, before speaking with Dr. Farmer, testing him for drugs or alcohol, or speaking with doctors and other medical professionals such as nurses that worked with him on November 4, 2019 which would have exculpated Dr. Farmer.

57. Dr. Armstrong, in the course and scope of his employment with BHMG and as its agent, intentionally interfered with Dr. Farmer's future employment prospects by referring Dr. Farmer to KPHF without good faith and with actual malice on the basis of one anonymous, unsubstantiated complaint, before speaking with Dr. Farmer, testing him for drugs or alcohol, or speaking with doctors and other medical professionals such as nurses that worked with him on November 4, 2019 which would have exculpated Dr. Farmer.

58. Dr. Nims and/or Dr. Lipson, in the course and scope of their employment with BHM and as its agents, intentionally interfered with Dr. Farmer's future employment prospects by not following BHM's Fitness for Duty & Drug Testing policy when it received an anonymous unsubstantiated complaint accusing Dr. Farmer of being under the influence of alcohol and/or

drugs, by not notifying Dr. Farmer, testing him for drugs or alcohol, or speaking with doctors and other medical professionals such as nurses that worked with him on November 4, 2019 which would have exculpated Dr. Farmer.

59. Dr. Armstrong, in the course and scope of his employment with BHMG and as its agent, intentionally interfered with Dr. Farmer's future employment prospects by not following BHMG's Fitness for Duty & Drug Testing policy when it received an anonymous unsubstantiated complaint accusing Dr. Farmer of being under the influence of alcohol and/or drugs, by not notifying Dr. Farmer, testing him for drugs or alcohol, or speaking with doctors and other medical professionals such as nurses that worked with him on November 4, 2019 which would have exculpated Dr. Farmer.

60. The motives behind the acts of intentional interference by one or more of Dr. Lipson, Dr. Nims, and Dr. Armstrong were improper.

61. Dr. Lipson, Dr. Nims, and/or Dr. Armstrong acted with malice or other significantly wrongful conduct, and without justification, in their dealings with Dr. Farmer and the anonymous patient complaint about him.

62. As a reasonably foreseeable and/or proximate cause of the acts of intentional interference by Dr. Lipson, Dr. Nims and/or Dr. Armstrong, Dr. Farmer's relationship with the KBML has been severely and permanently damaged.

63. As a reasonably foreseeable and/or proximate cause of the acts of intentional interference by Dr. Lipson, Dr. Nims and/or Dr. Armstrong, Dr. Farmer's relationship(s) with prospective future employers has been severely and permanently damaged.

64. It was reasonably foreseeable by Dr. Lipson, Dr. Nims and/or Dr. Armstrong that their actions would cause Dr. Farmer to suffer emotional and mental distress and humiliation from their actions.

65. Dr. Farmer has suffered compensatory damages as a result of BHM and/or BHM's tortious interference, including, but not limited to, past and future lost earnings and out of pocket costs such as assessment fees, administrative fees, drug testing fees, counseling fees he is required to pay either weekly or monthly, and he is entitled to compensatory damages for the mental and emotional distress, humiliation, and injury to his personal and professional reputation, as well as legal fees associated with his required appearance before the KBML.

WHEREFORE, Dr. Farmer respectfully demands the following relief:

1. That a Judgment be entered in his favor against BHM for compensatory damages arising from breach of contract in an amount to be proven at trial, as well as post-Judgment interest at the prevailing rate from the date of Judgment until paid in full, said amount being in excess of the minimum jurisdictional amount necessary to invoke the jurisdiction of this Court;

2. That a Judgment be entered in his favor against BHM and BHM for compensatory damages arising from tortious interference with prospective business advantage in an amount to be proven at trial, as well as post-Judgment interest at the prevailing rate from the date of Judgment until paid in full, said amount being in excess of the minimum jurisdictional amount necessary to invoke the jurisdiction of this Court;

3. That there be a trial by jury;


4. That the Plaintiff be awarded its original taxable costs expended herein;

and

5. That Plaintiff be granted any and all other relief that the Court deems just and proper.


VERIFICATION

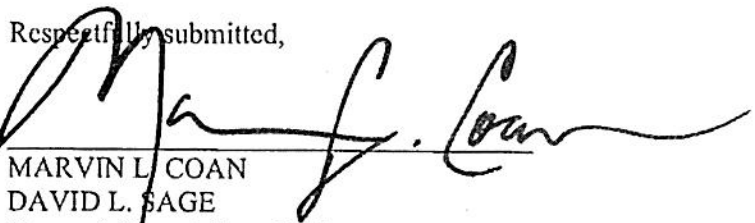
I hereby certify that the foregoing information is true and correct to the best of my knowledge and belief.

  
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JOHN MITCHELL FARMER, M.D., Plaintiff

COMMONWEALTH OF KENTUCKY  
COUNTY OF Christian

SUBSCRIBED AND SWORN to before me by John Mitchell Farmer, M.D., Plaintiff, on this 23 day of October, 2020. My commission expires: 9/27/22.

 ID# 609170  
\_\_\_\_\_  
NOTARY PUBLIC/State at Large, KY

Respectfully submitted,  
  
\_\_\_\_\_  
MARVIN L. COAN

DAVID L. SAGE  
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*Counsel for Plaintiff, John M. Farmer, M.D.*