

Plaintiff's Employment Agreement

4. Dr. Pelta began employment with PP/CA on July 2, 1992 as a physician. On or about September 24, 1997, Dr. Pelta was offered the position of Medical Director of PP/CA. Dr. Pelta and PP/CA's then President and CEO, Any Coen ("Coen"), executed a letter agreement ("Agreement") setting forth the terms of Dr. Pelta's new employment. A copy of the Agreement is attached hereto as Exhibit A.

5. Pursuant to the Agreement, Dr. Pelta's employment "may be terminated at any time upon 60 days' written notice or, if the termination is for cause, without notice."

6. In or about mid 2006, Dr. Pelta met with PP/CA's Chief Operating Officer, Teri Huyck ("Huyck"). Huyck told Dr. Pelta that he was a key employee of PP/CA and that he would be very difficult to replace. Huyck stated that if Dr. Pelta ever chose to retire or resign from PP/CA, PP/CA would need a significant amount of time to find and train an appropriate replacement. Huyck thereby asked Dr. Pelta if he would provide about one year's notice to PP/CA if he ever decided to terminate his PP/CA employment. Dr. Pelta understood the request to mean that PP/CA would not replace him without the same notice. Dr. Pelta thereby advised Huyck that he agreed to her proposal.

Plaintiff's Relationship with Steven Trombley

7. Trombley replaced Coen as President and CEO of PP/CA in, upon information and belief, late 1997 or early 1998.

8. Dr. Pelta and Trombley maintained a positive personal relationship for several years after Trombley's appointment. Trombley even occasionally asked Dr. Pelta for favors, such as discreet medical prescriptions for Trombley's personal use. Dr. Pelta wrote these

prescriptions for Trombley and, in accordance with Trombley's requests, did not record or report the issuance of the prescriptions.

9. In the last few years, however, Dr. Pelta and Trombley began to disagree on certain matters, including but not limited to, PP/CA's ability to staff new clinics with qualified personnel, the corporate procedures related to the establishment of a clinic in the southwestern suburbs of Chicago, PP/CA's possible foray into the retail business and others.

10. Trombley and Dr. Pelta had a serious disagreement in September 2006. In early July 2006, a judgment had been entered against PP/CA as a result of a lawsuit wherein the plaintiff alleged that non-licensed PP/CA personnel had provided improper medical advice to her. Several years prior to the incident in question, Dr. Pelta had advised Trombley that it was against PP/CA protocol, and a poor practice, for non-medical, unlicensed personnel to answer medical questions after hours. Trombley had ignored Dr. Pelta's suggestions to remedy the situation. After the judgment was entered in 2006, Trombley denied that Dr. Pelta had previously warned him about that practice and instead placed the blame for the matter upon Dr. Pelta. Despite Dr. Pelta's vehement objections, Trombley put Dr. Pelta on probation as a result of the incident.

11. Throughout 2006, Trombley continued to exhibit unwarranted personal animosity towards Dr. Pelta despite Dr. Pelta's exemplary professional performance, as evidenced in part by a positive performance appraisal and accompanying raise in December 2006.

Plaintiff's Termination of Employment

12. In January 2007, a pregnant former PP/CA board member and current PP/CA employee asked Dr. Pelta to perform a confidential abortion upon her. She stated that, for various reasons, she wanted to avoid disclosing her pregnancy to other PP/CA board members

and employees. Although Dr. Pelta initially advised her to go through proper channels, she persisted and, in large part because of her position as a former PP/CA board member and current PP/CA employee, Dr. Pelta finally relented. The woman specifically requested that Dr. Pelta keep the procedure a secret and not make a PP/CA record of the abortion. Dr. Pelta had maintained such confidentiality for abortion services provided to other PP/CA board members and employees on a few previous occasions. Dr. Pelta had also provided non-abortion medical services, such as the provision of prescriptions, to Trombley and other PP/CA board members that, at their request, he kept confidential and did not record. In light of these factors, Dr. Pelta agreed to the woman's request. On or about January 19, 2007, Dr. Pelta successfully performed the procedure without complications. He did not charge the woman nor did he receive any benefit for performing the abortion.

13. Trombley later learned about the abortion and, on February 8, 2007, met with Dr. Pelta. Trombley asked about the procedure and the previous services and, after some discussion, told Dr. Pelta to advise him if another PP/CA board member or employee asked for a confidential abortion procedure. Dr. Pelta agreed. Trombley never stated that Dr. Pelta's actions could constitute cause for termination or that PP/CA was considering terminating Dr. Pelta's employment.

14. On February 28, 2007, Trombley again met with Dr. Pelta. Trombley provided Dr. Pelta with a memorandum stating that Dr. Pelta was given a choice of resigning or being terminated for cause. The purported reason for the termination was the unreported abortion performed by Dr. Pelta. The resignation option was contingent upon Dr. Pelta admitting wrongdoing and agreeing to several terms favorable to PP/CA. Trombley advised Dr. Pelta that,

in either event, he was to leave the premises immediately. Dr. Pelta refused to sign the memorandum and was thus considered terminated for cause.

15. PP/CA was thereby deprived of the benefits of Dr. Pelta's services, which include thirty years of experience as an OB/Gyn, fifteen years of experience with PP/CA and numerous contacts with the national Planned Parenthood organization and OB/Gyn community.

COUNT I – BREACH OF THE MODIFIED EMPLOYMENT AGREEMENT V. PP/CA

16. Plaintiff realleges and incorporates herein by this reference as if set forth in full, paragraphs 1 through 15 as and for paragraph 16 of this Count I.

17. The Agreement was modified pursuant to the oral agreement of Huyck and Dr. Pelta. The modification required both PP/CA and Dr. Pelta to provide one year's notice, or close to one year's notice, of any intention by either to terminate Dr. Pelta's employment.

18. At all times herein, Dr. Pelta performed all of the terms required of him under the modified Agreement.

19. Defendant PP/CA breached the terms of the modified Agreement by failing to provide one year's notice, or close to one year's notice, of Dr. Pelta's termination.

20. The reasons cited by PP/CA for Dr. Pelta's termination do not constitute cause under the terms of the modified Agreement.

21. As a result of the aforesaid breach, Dr. Pelta has suffered damages.

WHEREFORE, Plaintiff Dr. Murray Pelta prays for relief as follows:

- A. Judgment against Planned Parenthood/Chicago Area in an amount in excess of \$600,000.00, in an exact amount to be proven at trial; and
- B. Such other and further relief as this court deems just and appropriate under the circumstances.

**COUNT II – ALTERNATIVE CLAIM FOR BREACH OF THE
EMPLOYMENT AGREEMENT V. PP/CA**

22. Plaintiff realleges and incorporates herein by this reference as if set forth in full, paragraphs 1 through 22 as and for paragraph 23 of this Count II.

23. At all times herein, Dr. Pelta performed all of the terms required of him under the Agreement.

24. Defendant PP/CA breached the terms of the Agreement by failing to provide 60 days notice in writing of Dr. Pelta's termination.

25. The reasons cited by PP/CA for Dr. Pelta's termination do not constitute cause under the terms of the Agreement.

26. As a result of the aforesaid breach, Dr. Pelta has suffered damages.

WHEREFORE, as an alternative to Count One, Plaintiff Dr. Murray Pelta prays for relief as follows:

- A. Judgment against Planned Parenthood/Chicago Area in an amount in excess of \$112,954.66, in an exact amount to be proven at trial; and
- B. Such other and further relief as this court deems just and appropriate under the circumstances.

COUNT III – TORTIOUS INTERFERENCE WITH CONTRACT V. TROMBLEY

27. Plaintiff realleges and incorporates herein by this reference as if set forth in full, paragraphs 1 through 26 as and for paragraph 27 of this Count III.

28. Trombley was aware of PP/CA's and Dr. Pelta's employment agreement prior to Dr. Pelta's termination.

29. Trombley intentionally and unjustifiably caused PP/CA to terminate the agreement for his own gain and for the purpose of harming Dr. Pelta and not pursuant to PP/CA's best interests.

30. The reasons cited by Trombley for Dr. Pelta's termination were pretextual and did not constitute cause under the agreement. Rather, Trombley's actions were motivated by malice towards Dr. Pelta and were not undertaken to further PP/CA's interest.

31. As a result of the aforesaid acts, Dr. Pelta has suffered damages.

WHEREFORE, Plaintiff Dr. Murray Pelta prays for relief as follows:

- A. Judgment against Steven Trombley 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 IV - TORTIOUS INTERFERENCE WITH PROSPECTIVE
ECONOMIC ADVANTAGE V. TROMBLEY**

32. Plaintiff realleges and incorporates herein by this reference as if set forth in full, paragraphs 1 through 31 as and for paragraph 32 of this Count IV.

33. Dr. Pelta had a reasonable expectation of continuing his employment with PP/CA by virtue of PP/CA's and Dr. Pelta's employment agreement, his position with PP/CA, the length of his employment with PP/CA, his reputation in his field and his documented superior performance.

34. Trombley had knowledge of Dr. Pelta's expectancy.

35. Trombley purposefully interfered with and defeated this legitimate expectancy.

36. As a result of the aforesaid acts, Dr. Pelta has suffered damages.

WHEREFORE, Plaintiff Dr. Murray Pelta prays for relief as follows:

- A. Judgment against Trombley 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.

COUNT V – BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING V. PP/CA

37. Plaintiff realleges and incorporates herein by this reference as if set forth in full, paragraphs 1 through 36 as and for paragraph 37 of this Count V.

38. Pursuant to the Agreement, PP/CA was given certain discretion in effecting the termination of Dr. Pelta. PP/CA failed to exercise that discretion reasonably and with proper motive. Instead, through the actions of Trombley, it exercised its discretion arbitrarily, capriciously, and in a manner inconsistent with the reasonable expectations of the parties.

39. PP/CA thereby destroyed Dr. Pelta's right to receive the benefit of the contract.

40. As a result of the aforesaid actions, Dr. Pelta has suffered damages.

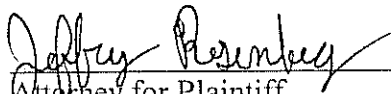
WHEREFORE, Plaintiff Dr. Murray Pelta prays for relief as follows:

- A. Judgment against PP/CA 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.

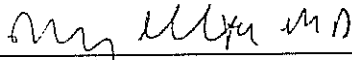
DR. MURRAY PELTA

By: 
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VERIFICATION

Plaintiff, Dr. Murray Pelta., being first duly sworn on oath, states that he 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 he verily believes the same to be true.



Dr. Murray Pelta