

DISTRICT COURT, MESA COUNTY,
STATE OF COLORADO
125 N Spruce St.
Grand Junction, CO 81501

DATE FILED: December 20, 2022 9:16 AM
FILING ID: BB97AB3556F0E
CASE NUMBER: 2022CV30483

M.C., on behalf of herself
and all others similarly situated, and
J.V., on behalf of herself and all others similarly situated,

Plaintiffs,

v.

ST. MARY'S HOSPITAL & MEDICAL CENTER, INC.,
a Colorado nonprofit corporation,
**SISTERS OF CHARITY OF LEAVENWORTH
HEALTH SYSTEM, INC., D/B/A SCL HEALTH**, a
Kansas nonprofit corporation, and
INTERMOUNTAIN HEALTHCARE, a Utah nonprofit
corporation,

Defendants.

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▲ COURT USE ONLY ▲

Case Number:

Division:

INDIVIDUAL AND CLASS ACTION COMPLAINT

Plaintiffs M.C. and J.V. (collectively, "Plaintiffs"), on behalf of themselves and all others similarly situated, by and through their attorneys Siddhartha Rathod, Qusair Mohamedbhai, Laurie

Jaeckel, and Omeed Azmoudeh of RATHOD | MOHAMEDBHAI LLC, hereby submit this Individual and Class Action Complaint against Defendants St. Mary’s Hospital & Medical Center, Inc. (“St. Mary’s”), Sisters of Charity of Leavenworth Health System, Inc. d/b/a SCL Health (“SCL Health”), and Intermountain Healthcare (“Intermountain”) (collectively, “Defendants”) and allege as follows:

I. PARTIES, JURISDICTION, AND VENUE

1. At all relevant times, M.C. was a legal resident of and domiciled in the State of Colorado.

2. At all relevant times, J.V. was a legal resident of and domiciled in the State of Colorado.

3. This case is being filed anonymously because of the extremely sensitive and highly personal nature of the conduct and damages suffered by Plaintiffs and others similarly situated. Identification of Plaintiffs and others similarly situated would cause further, significant harm to their mental health.¹

4. St. Mary’s is a Colorado nonprofit corporation organized under the laws of the State of Colorado, with its principal place of business in Mesa County, Colorado. St. Mary’s is a subsidiary of SCL Health and/or Intermountain.

5. SCL Health is a Kansas nonprofit corporation organized under the laws of the State of Kansas, with its principal place of business in Broomfield, Colorado.

6. Intermountain is a Utah nonprofit corporation organized under the laws of the State of Utah, with its principal place of business in Salt Lake City, Utah.

7. In April 2022, Intermountain and SCL Health merged their corporations.

8. Together and jointly, Defendants St. Mary’s, SCL Health, and Intermountain own and operate St. Mary’s Medical Center, located at 2635 N. 7th Street, Grand Junction, CO 81501 (“St. Mary’s Hospital”).

9. The Defendants are jointly and severally liable for the negligent acts alleged in this Complaint, in that such acts were committed at St. Mary’s Hospital, which is jointly owned and/or operated by Defendants. The negligent acts and omissions alleged herein were committed and ratified by all Defendants, acting jointly and in concert toward a common goal and benefit.

10. Defendants include, but are not limited to, the governing bodies, leadership, chief executive officers, other executive officers, chief medical officers, board members, and/or trustees of Defendants St. Mary’s, SCL Health, and Intermountain.

11. The Court has jurisdiction over this matter pursuant to Colorado Constitution

¹ By or before January 11, 2023, Plaintiffs will file a motion for leave to proceed anonymously.

Article VI § 9 and C.R.S. § 13-1-124.

12. Venue is proper before this Court pursuant to C.R.C.P. 98 because the tortious acts giving rise to this action were committed in this District and because Defendant St. Mary's resides in this District.

II. GENERAL ALLEGATIONS

Christopher Peter Lambros, RN

13. Christopher Peter Lambros, a 61-year-old man at the time this Complaint was filed, was a Registered Nurse in the State of Colorado.

14. Lambros received his nursing license on or about June 12, 2012.

15. In or around June 2012, Lambros became employed by Defendants St. Mary's and/or SCL Health.

16. In or around June 2012, Lambros became an actual or apparent authorized agent of Defendants St. Mary's and/or SCL Health.

17. In or around April 2022, Lambros became an actual or apparent authorized agent of Defendant Intermountain.

18. Defendants St. Mary's, SCL Health, and/or Intermountain terminated Lambros's employment/agency on or around October 25, 2022.

19. The Relevant Time Period for the allegations below is approximately June 2012 to October 2022.

20. During the Relevant Time Period, Lambros provided medical care at St. Mary's Hospital as an employee and/or an actual or apparent authorized agent of Defendants St. Mary's, SCL Health, and/or Intermountain and within the scope of the employment/agency of Defendants St. Mary's, SCL Health, and/or Intermountain.

Lambros's Repeated Sexual Assault of J.V.

21. In and around June 2022, J.V. was a patient of Defendants St. Mary's, SCL Health, and/or Intermountain.

22. In or around June 2022, J.V. presented for treatment in the Intensive Care Unit ("ICU") of St. Mary's Hospital.

23. On or around June 24, 2022, Lambros entered J.V.'s ICU room.

24. Lambros administered medications to J.V. to make her unconscious or to deepen

her existing state of unconsciousness, even though there was no legitimate medical purpose for the administration of such medications.

25. Lambros made J.V. unconscious (or alternatively, deepened her existing state of unconsciousness) to ensure that Lambros could invade her privacy and sexually assault J.V. without her knowledge.

26. While J.V. was unconscious, Lambros lifted J.V.'s hospital gown and pulled down her sheets, exposing her breasts and genitalia.

27. While J.V. was unconscious, Lambros sucked on J.V.'s breasts.

28. Based on past behavior by Lambros with other patients, Lambros then digitally penetrated her vagina and/or performed other non-consensual sexual acts.

29. Lambros used his cellphone to take photos and/or videos of himself performing non-consensual sexual acts on J.V.

30. Lambros engaged in these acts without J.V.'s knowledge, authorization, or consent.

31. On or around June 25, 2022, Lambros entered J.V.'s ICU room for a second time.

32. Lambros again administered medications to J.V. to make her unconscious or to deepen her existing state of unconsciousness, even though there was no legitimate medical purpose for the administration of such medications.

33. Lambros again made J.V. unconscious (or alternatively, deepened her existing state of unconsciousness) to ensure that Lambros could invade her privacy and sexually assault J.V. without her knowledge, for a second time.

34. While J.V. was unconscious, Lambros again lifted J.V.'s hospital gown and pulled down her sheets, exposing her breasts and genitalia.

35. Based on past behavior by Lambros with other patients, Lambros, for the second day in a row, sucked on J.V.'s breasts, digitally penetrated her vagina, and/or performed other non-consensual sexual acts.

36. Lambros again used his cellphone to take photos and/or videos of himself performing non-consensual sexual acts on J.V.

37. Lambros engaged in these acts without J.V.'s knowledge, authorization, or consent.

38. On or around July 2, 2022, J.V. awoke from her state of unconsciousness.

39. She awoke with foggy memories of Lambros engaging in misconduct.

40. She began telling employees/agents of Defendants and family members that Lambros “was a bad man,” or something to that effect.

41. Based on these concerns, she refused further treatment by nurses employed by and/or agents of Defendants St. Mary’s, SCL Health, and/or Intermountain.

42. On or around July 7, 2022, J.V. was released from St. Mary’s Hospital.

43. J.V. did not learn about Lambros’s conduct until months after the incident, when third parties notified her of the same.

44. J.V. has suffered severe emotional distress because of the assault and invasion of her privacy.

45. To this day, Defendants St. Mary’s, SCL Health, and/or Intermountain continue to charge J.V. approximately \$905 per month to cover approximately \$32,000 in medical bills she apparently incurred while a patient of Defendants.

46. In other words, Defendants St. Mary’s, SCL Health, and/or Intermountain continue to charge J.V. for medical bills she apparently incurred while Defendants’ nurse sexually assaulted her, at least twice.

Lambros’s Sexual Assault of M.C.

47. In and around July 2022, M.C. was a patient of Defendants St. Mary’s, SCL Health, and/or Intermountain.

48. In and around July 2022, M.C. presented for treatment in Room 324 of the ICU in St. Mary’s Hospital.

49. On or around July 9, 2022, Lambros entered M.C.’s ICU room.

50. Lambros administered medications to M.C. to make her unconscious or to deepen her existing state of unconsciousness, even though there was no legitimate medical purpose for the administration of such medications.

51. Lambros made M.C. unconscious (or alternatively, deepened her existing state of unconsciousness) to ensure that Lambros could invade her privacy and sexually assault M.C. without her knowledge.

52. While M.C. was unconscious, Lambros lifted M.C.’s hospital gown and pulled down her sheets, exposing her breasts and genitalia.

53. While M.C. was unconscious, Lambros sucked on M.C.’s breasts.

54. Based on past behavior by Lambros with other patients, Lambros then digitally

penetrated her vagina and/or performed other non-consensual sexual acts.

55. During the assault, Lambros placed his head on M.C.'s bare stomach and used his cellphone to take photos and/or videos of himself near or on top of M.C.'s breasts and genitalia.

56. Lambros used his cellphone to take photos and/or videos of himself performing non-consensual sexual acts on M.C.

57. Lambros engaged in these acts without M.C.'s knowledge, authorization, or consent.

58. While Lambros was taking lewd photos and/or videos of an unconscious M.C., another employee/agent of Defendants St. Mary's, SCL Health, and/or Intermountain entered Room 324.

59. This employee/agent observed M.C. unconscious, naked, and completely exposed in the bed.

60. This employee/agent also observed Lambros with his head on M.C.'s bare stomach, using his cellphone to take photos and/or videos of himself near or on top of M.C.'s breasts and genitalia.

61. When Lambros realized that the employee/agent saw him, he dropped the cellphone on the bed and covered M.C. with her gown and sheets.

62. Approximately three days later, on or about July 12, 2022, a different set of employees/agents of Defendants St. Mary's, SCL Health, and/or Intermountain notified M.C.'s husband of Lambros's conduct.

63. M.C. did not learn about Lambros's conduct until many days after the incident, when third parties notified her of the same.

64. M.C. has suffered severe emotional distress because of the assault and invasion of her privacy.

The Substantial Number of Other Victims

65. During the Relevant Time Period, Lambros drugged, sexually touched, sexually penetrated, and/or took lewd photos and/or videos for sexual gratification of hundreds, if not thousands, of unconscious and/or non-consenting patients at St. Mary's Hospital.

66. Lambros has engaged in these acts at St. Mary's Hospital throughout the entirety of the Relevant Time Period, beginning on or around the day he became an employee agent of Defendants St. Mary's and/or SCL Health.

67. Lambros continued engaging in these acts after the merger of Defendants SCL

Health and Intermountain, when he became an employee/agent of Defendant Intermountain.

68. Several government agencies, including the Grand Junction Police, the 21st Judicial District Attorney's Office, and the United States Secret Service, have ongoing investigations to determine the total scope of Lambros's unlawful conduct.

69. Thus far, the investigations have uncovered approximately four terabytes of data originating from Lambros's devices ("the Lambros data") related to his drugging, sexual touching, sexual penetration, and/or taking of lewd photos and/or videos for sexual gratification of patients at St. Mary's Hospital.

70. Four terabytes of data amounts to approximately 700,000 cellphone photos or 65,000 hours of cellphone videos.

71. The government agencies' review of Lambros's data is ongoing, but the findings reported to date reveal a startling scope of his sexual misconduct.

72. The data confirms Lambros's sexual misconduct dates back to at least 2016, meaning that Lambros has engaged in at least six years of sexual misconduct while providing medical care at St. Mary's Hospital.

73. The Lambros data contains two videos from April 30, 2022, in which Lambros is sucking on the breast of an unconscious and non-consenting female at St. Mary's Hospital.

74. The Lambros data contains five videos from June 24, 2022, in which Lambros is sucking on the breast of an unconscious and non-consenting female at St. Mary's Hospital.

75. In one such video from June 24, 2022, Lambros whispers to the camera saying, "don't ever get rid of these videos" and "you need to keep them forever . . . this is your Dexter collection."

76. Lambros's use of the phrase "Dexter collection" is a reference to the television series *Dexter*.

77. In the *Dexter* series, the main character Dexter Morgan is a serial killer.

78. Lambros's reference to the "Dexter collection" on the June 24 video confirms that he maintained a collection of photos and/or videos of the people he victimized while an employee/agent of Defendants St. Mary's, SCL Health, and/or Intermountain.

79. The Lambros data also contains a video from June 25, 2022, in which Lambros is seen sucking on the breast of an unconscious and non-consenting female at St. Mary's Hospital.

80. Some or all of the videos from July 24 and 25, 2022 are recordings of what Lambros did to J.V.

81. In addition, the Lambros data contains multiple videos from July 9, 2022, in which Lambros is seen sucking on the breast of unconscious and non-consenting female at St. Mary's Hospital.

82. Some or all of the videos from July 9, 2022, are recordings of what Lambros did to M.C.

83. Upon information and belief, the remaining Lambros data subject to the investigations referenced above reveals that Lambros has engaged in sexual misconduct and invasions of privacy throughout the entirety of the Relevant Time Period.

84. Significant data regarding acts of sexual misconduct demonstrate that perpetrators of these types of sexual crimes escalate their behavior often starting with peeping, then moving to touching, and eventually graduating to sexual assault as they are emboldened by not being caught.

85. Upon information and belief, Lambros did not film or photograph the majority of his victims.

Defendants' Plain View of Lambros's Misconduct

86. Defendants St. Mary's, SCL Health, and Intermountain knew or should have known that, during the Relevant Time Period, Lambros drugged, sexually touched, sexually penetrated, and/or took lewd photos and/or videos for sexual gratification of thousands, of non-consenting patients at St. Mary's Hospital.

87. Lambros possessed and administered an unusually high volume of medications to patients at St. Mary's Hospital, including sedating medications, which was or should have been apparent to Defendants St. Mary's, SCL Health, and Intermountain.

88. Patients under Lambros's care were unconscious in circumstances where unconsciousness served no legitimate medical purpose, which was or should have been apparent to Defendants St. Mary's, SCL Health, and Intermountain.

89. Lambros's conduct likely left numerous patients with physical indications that they had been sexually touched and/or penetrated under his care, which was or should have been apparent to Defendants St. Mary's, SCL Health, and Intermountain.

90. Such indications included trauma to the breasts or genital areas of patients, including but not limited to bleeding, bruising, or redness, which was or should have been apparent to Defendants St. Mary's, SCL Health, and Intermountain.

91. Lambros drugged and assaulted patients in plain view of Defendants' surveillance cameras, which was or should have been apparent to Defendants St. Mary's, SCL Health, and Intermountain.

92. There is a surveillance camera in Room 324, the ICU room in which Lambros assaulted M.C.

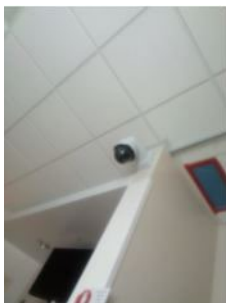


Photo of Surveillance Camera in Room 324 of St. Mary's Hospital

93. There are surveillance cameras positioned in many if not all patient rooms of St. Mary's Hospital.

94. Lambros took photos and/or videos of some portion of his victims using a personal cellphone – an entirely conspicuous device – which was or should have been apparent to Defendants St. Mary's, SCL Health, and Intermountain.

95. The sheer volume of data collected by Lambros shows that he engaged in sexual misconduct and invasions of privacy related to his patients on a regular basis while an employee/agent of Defendants St. Mary's, SCL Health, and/or Intermountain.

96. Given the frequency at which Lambros engaged in these acts, his conduct was or should have been apparent to Defendants St. Mary's, SCL Health, and Intermountain.

97. Patients under Lambros's care expressly and/or impliedly notified Defendants St. Mary's, SCL Health, and/or Intermountain that Lambros was engaging in misconduct.

98. For example, J.V. expressed concerns that Lambros "was a bad man," or something to that effect, and refused further treatment from the nurses of Defendants St. Mary's, SCL Health, and/or Intermountain.

99. Based on these allegations, Defendants St. Mary's and SCL Health knew or should have known of Lambros's misconduct throughout the Relevant Time Period.

100. Based on these allegations, Defendant Intermountain knew or should have known of Lambros's misconduct beginning in or around April 2022 (when it merged with SCL Health) to the end of the Relevant Time Period.

101. Defendant Intermountain learned of or should have learned of Lambros's misconduct even earlier than April 2022, when it performed due diligence of Defendants St. Mary's and SCL Health.

Defendants' Numerous Corporate Failures

102. Defendants St. Mary's, SCL Health, and Intermountain failed to promulgate proper and effective standards, procedures, protocols, systems, and/or rules to ensure quality care, safety, and privacy of their patients.

103. Defendants St. Mary's, SCL Health, and Intermountain negligently failed to have or enforce policies and procedures that would have prevented Lambros's misconduct and perversion.

104. During the Relevant Time Period, Defendants St. Mary's, SCL Health, and Intermountain failed to train or supervise its employees/agents on accounting for other employees'/agents' use of medications at St. Mary's Hospital for non-medical or illegitimate purposes.

105. During the Relevant Time Period, Defendants St. Mary's, SCL Health, and Intermountain did not implement sufficient mechanisms, such as inventory policies and practices, to ensure that its employees/agents could account for, and confirm legitimate justification for, other employees'/agents' use of medications at St. Mary's Hospital.

106. As a Registered Nurse, Lambros was not authorized to prescribe, administer, or otherwise provide sedative medication without a physician's order.

107. Lambros had access to a Pxyis MedStation or some similar automated dispensing machine for medication commonly used in hospital settings.

108. To access medication from such a machine, Lambros would have needed to enter an individualized code, utilize a fingerprint scan, or provide some other unique identifying information.

109. The machine would then record all medication that is checked out by a particular employee/agent.

110. Defendants St. Mary's, SCL Health, and/or Intermountain ran (or should have ran) periodic audits to ensure that medication is not being abused.

111. Such audits would or should have revealed to Defendants St. Mary's, SCL Health, and/or Intermountain that Lambros was checking out unusually high amounts of sedative medication, without physician approval.

112. Defendants St. Mary's, SCL Health, and/or Intermountain should have recognized that St. Mary's Hospital was going through sedative medication at an abnormal rate due to Lambros's conduct and investigated the reason for this aberration.

113. These failures resulted in Lambros being permitted to engage in his longstanding practice of drugging and then sexually assaulting patients and/or invading their privacy at St.

Mary's Hospital, without interruption by any other employee/agent of Defendants.

114. During the Relevant Time Period, Defendants St. Mary's, SCL Health, and/or Intermountain failed to train and/or supervise Lambros regarding his possession and administration of medications.

115. These failures resulted in Lambros being permitted to engage in his longstanding practice of drugging and then assaulting patients and/or invading their privacy at St. Mary's Hospital, without adequately demonstrating legitimate medical purposes for his possession of medications and administration of the same.

116. During the Relevant Time Period, Defendants St. Mary's, SCL Health, and/or Intermountain failed to train and/or supervise its employees/agents on monitoring the proper timing and length of their patients being unconscious due to medications.

117. These failures allowed Lambros to drug and then assault patients and/or invade their privacy throughout the Relevant Time Period, without interruption by any other employee/agent of Defendants.

118. Defendants St. Mary's, SCL Health, and/or Intermountain failed to train and/or supervise their employees/agents on identifying physical indications that patients at St. Mary's Hospital had been sexually touched and/or sexually assaulted.

119. These failures allowed Lambros to drug and then assault patients and/or invade their privacy throughout the Relevant Time Period, without interruption by any other employee/agent of Defendants.

120. Defendants St. Mary's, SCL Health, and/or Intermountain failed to train and/or supervise its employees/agents on monitoring its surveillance cameras for sexual assaults of patients or invasion of their privacy at St. Mary's Hospital.

121. These failures allowed Lambros to drug and then assault patients and/or invade their privacy throughout the Relevant Time Period, without interruption by any other employee/agent of Defendants.

122. Defendants St. Mary's, SCL Health, and/or Intermountain failed to train and/or supervise its employees/agents on identifying and/or investigating patient concerns, such as those raised by J.V., regarding the misconduct of other employees/agents.

123. These failures allowed Lambros to drug and then assault patients and/or invade their privacy throughout the Relevant Time Period, without interruption by any other employee/agent of Defendants.

124. Defendants St. Mary's, SCL Health, and/or Intermountain failed to investigate patient concerns which allowed Lambros to drug and then assault or invade patients' privacy throughout the Relevant Time Period, without interruption by any other employee/agent of

Defendants.

125. These failures allowed Lambros to drug and then assault patients and/or invade their privacy throughout the Relevant Time Period, without interruption by any other employee/agent of Defendants.

126. Defendants St. Mary's, SCL Health, and/or Intermountain failed to discover, stop, and timely report any professional misconduct of Lambros of which they knew or should have known.

127. Defendants' failures allowed Lambros to drug and then assault or invade patients' privacy throughout the Relevant Time Period in a conspicuous manner, with a high degree of frequency, without interruption by any other employee/agent of Defendants.

128. Defendants St. Mary's and SCL Health engaged in the above-described corporate failures throughout the Relevant Time Period.

129. Defendant Intermountain engaged in the above-described corporate failures beginning in or around April 2022 (when it merged with SCL Health) to the end of the Relevant Time Period.

Class Allegations

130. In addition to bringing their claims individually, Plaintiffs also bring this case as a class action under C.R.C.P. 23 on behalf of any patient at St. Mary's Hospital who Lambros interacted with, examined, or treated in any manner while an employee/agent of Defendants St. Mary's, SCL Health, and/or Intermountain during the Relevant Time Period.

131. The Class satisfies the prerequisites and requirements of C.R.C.P. 23.

132. **Class Definition:** Any individual who was a patient at St. Mary's Hospital who was treated by or was accessible to Lambros during his time as an employee/agent of Defendants St. Mary's, SCL Health, and/or Intermountain, as detailed in the allegations above.

133. Plaintiffs reserve the right to amend the Class definition if further investigation and discovery indicates the foregoing definition should be narrowed, expanded, or otherwise modified.

134. **Numerosity:** The exact number of Class Members is unknown at this time, but upon information and belief, the Class consists of thousands of individuals.

- a. Thus, the number of individuals in the Class is so numerous that joinder of such patients is impracticable.
- b. The members of the Class are readily identifiable through the electronic health record system of St. Mary's to determine the patients Lambros treated and/or had access to during his shifts.

135. **Commonality:** There are questions of law and fact that are common to the Class, which predominate over issues affecting only individual Class Members, including but not limited to:

- a. Whether Lambros was an actual and/or apparent agent, servant, and/or employee of the Defendants and was acting within the course and scope of the employment/agency of Defendants at all relevant times;
- b. Whether Lambros committed misconduct involving the Class;
- c. Whether Defendants owed duties of care to patients at St. Mary's Hospital;
- d. The scope and contours of those duties;
- e. Whether Defendants, themselves or vicariously through Lambros, breached such duties;
- f. Whether Defendants knew or should have known of Lambros's misconduct;
- g. Whether Defendants failed to supervise its agents/employees in a manner resulting in liability for the Class Members' injuries; and
- h. Whether Defendants' actions and/or alleged failures to act, including their alleged negligent failure to properly monitor, investigate, and supervise Lambros, directly and proximately resulted in foreseeable injuries or damages to the class members.

136. **Typicality:** Plaintiffs' claims are typical of the Class Members' claims because they were all patients at St. Mary's Hospital when Lambros sexually touched them, invaded their privacy, and/or took lewd photos and/or videos of them for sexual gratification while he was an employee/agent of Defendants.

137. **Adequacy:** Adequate representation has two components: (1) the representative's interests must not be antagonistic to those of other class members; and (2) class counsel must be qualified, experienced, and generally able to conduct the litigation. Both requirements are satisfied here:

- a. Plaintiffs will fairly and adequately protect the interests of the Class;
- b. Plaintiffs do not have any interests antagonistic to or in conflict with the interests of the Class Members. Plaintiffs suffered injuries caused by Lambros's actions and Defendants' inactions like those suffered by the Class Members.
- c. Defendants have no unique defenses against Plaintiffs that would interfere with Plaintiffs' representation of the Class Members. Defendants' defenses against Plaintiffs are no different than the defenses against any of the Class Members.

- d. Plaintiffs have retained counsel that is experienced in class litigation. Plaintiffs' counsel are free from any conflicts of interest that might prevent them from pursuing this action on behalf of the Class.

138. **Superiority:** The prosecution of this case as a class action is superior to other methods of adjudication. The prosecution of separate actions by individual Class Members would create a risk of inconsistent or varying adjudications which would establish incompatible standards of conduct for Defendants. Adjudications with respect to individual Class Members would as a practical matter be dispositive to the interests of the other Class Members or substantially impair or impede their ability to protect their interests. Defendants have acted on grounds generally applicable to the Class. Moreover, other than Plaintiffs, no Class Member has expressed any interest in controlling the prosecution of a separate action or commenced their own litigation.

Discovery of Injuries and Legal Causes by J.V., M.C., and Other Class Members

139. With reasonable diligence, Plaintiffs and the Class Members could not have discovered that they had been injured by the tortious conduct of Defendants at the moment when Lambros sexually assaulted them and/or invaded their privacy, given that Plaintiffs and the Class Members were drugged and/or unconscious.

140. Likewise, with reasonable diligence, Plaintiffs and the Class Members could not have discovered that they could have maintained legal claims against Defendants at the moment when Lambros sexually assaulted them and/or invaded their privacy, given that Plaintiffs and the Class Members were drugged and/or unconscious.

141. The earliest date in which any Plaintiff or Class Member could have discovered their injuries and legal claims with reasonable diligence was in or around July 2022, when Defendants and/or police notified a small number of victims about Lambros's misconduct.

142. The next date in which any Plaintiff or Class Member could have discovered their injuries and legal claims with reasonable diligence was in or around November 2022, when news outlets began publishing stories related to Lambros's misconduct at St. Mary's Hospital.

143. As of the date of this filing, Defendants have not notified any patients except Plaintiffs who were or could have been affected by Lambros's misconduct at St. Mary's Hospital.

144. Accordingly, Plaintiffs and the Class Members have all filed this lawsuit within the applicable statute(s) of limitations according to the date that they knew or could have known in the exercise of reasonable diligence that they had been injured by the tortious conduct of Defendants.

III. CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF Direct Corporate Negligence of all Defendants

On Behalf of Plaintiffs and the Class Members Against All Defendants

145. Plaintiffs incorporate the previous paragraphs by reference as fully set forth herein.

146. At all relevant times, Defendants owed Plaintiffs and the other Class Members a duty to exercise the degree of care expected of reasonable hospitals or hospital corporations under the same or similar circumstances.

147. At all relevant times, Defendants stood in a special relationship with their patients, such that Defendants owed Plaintiffs and the Class Members a duty of reasonable care premised on that special relationship.

148. That duty involves, but is not limited to, Defendants' duty to promulgate proper and effective standards, procedures, protocols, systems, and/or rules in a manner that prevents unreasonable risks of harm that Defendants knew or should have known of, so that patients, such as Plaintiffs and the Class Members, were safe while patients at their facility.

149. That duty involves, but is not limited to, Defendants' duty to properly hire, retain, investigate, monitor, and supervise employees and agents in a manner that prevents unreasonable risks of harm that Defendants knew or should have known of, so that patients, such as Plaintiffs and the Class Members, were safe while patients at their facility.

150. At all relevant times, Defendants knew or should have known that Lambros was likely to harm Plaintiffs and the Class Members based on the allegations above.

151. At all relevant times, Defendants breached their duty and were negligent by engaging in the corporate negligence alleged above.

152. As a direct and proximate result of the negligence of Defendants as described herein, Plaintiffs and other Class Members have suffered and will continue to suffer injuries, damages, and losses including but not limited to medical costs and expenses, lost wages, loss of household services, and other economic losses and damages, as well as noneconomic losses and damages including but not limited to mental anguish, pain and suffering, inconvenience, impairment of the quality of life, and emotional stress.

153. Defendants St. Mary's and SCL Health owed such duties, breached such duties, and caused such injuries, damages, and losses throughout the Relevant Time Period. Defendant Intermountain engaged in these same acts beginning in or around April 2022 to the end of the Relevant Time Period.

SECOND CLAIM FOR RELIEF
Premises Liability
(In the Alternative to Corporate Negligence)

On Behalf of Plaintiffs and the Class Members Against All Defendants

154. Plaintiffs incorporate the previous paragraphs by reference as fully set forth herein.

155. At all relevant times, Defendants owned, operated, and/or controlled St. Mary's Hospital.

156. At all relevant times, Defendants were in possession of St. Mary's Hospital and were legally responsible for the condition of St. Mary's Hospital and/or the activities conducted or circumstances existing at St. Mary's Hospital.

157. At all relevant times, Defendants were "landowners" as that term is defined in C.R.S. § 13-21-115.

158. At all relevant times, Plaintiffs and the Class Members sought medical treatment at St. Mary's and thus were business guests of the Defendants.

159. At all relevant times, Plaintiffs and the Class Members were "invitees" of the Defendants, as the term is defined in C.R.S. § 13-21-115.

160. At all relevant times, Defendants had a duty to protect Plaintiffs and the other Class Members from dangers of which they knew or should have known about.

161. At all relevant times, Defendants knew or should have known about Lambros's sexual misconduct and invasions of privacy and the danger he posed to Plaintiffs and the Class Members based on the allegations above.

162. At all relevant times, Defendants violated the duty to protect Plaintiffs and the Class Members from the known and/or apparent dangers posed by Lambros by engaging in the corporate negligence alleged above.

163. As a direct and proximate result of Defendants' violation of the duties described herein, Plaintiffs and the Class Members have suffered and will continue to suffer injuries, damages, and losses including but not limited to medical costs and expenses, lost wages, loss of household services, and other economic losses and damages, as well as noneconomic losses and damages including but not limited to mental anguish, pain and suffering, inconvenience, impairment of the quality of life, and emotional stress.

164. Defendants St. Mary's and SCL Health owed such duties, breached such duties, and caused such injuries, damages, and losses throughout the Relevant Time Period. Defendant Intermountain engaged in these same acts beginning in or around April 2022 to the end of the

Relevant Time Period.

165. This claim is being asserted to establish the meaning of a premises liability claim in the context of sexual misconduct at a hospital. The legislature did not intend to prevent claims for a violation of the premises liability statute by a landowner if a dangerous activity of sexual misconduct takes place at a hospital. Claims for a violation of the premises liability statute should be applied when sexual misconduct occurs at a hospital, and the landowner knew or should have known of the dangerous activity being conducted at St. Mary's Hospital.

THIRD CLAIM FOR RELIEF
Negligence – Vicarious Liability of all Defendants

On Behalf of Plaintiffs and the Class Members Against All Defendants

166. Plaintiffs incorporate the previous paragraphs by reference as fully set forth herein.

167. At all relevant times, Lambros, a Registered Nurse, provided medical care to Plaintiffs and the Class Members at St. Mary's Hospital as an employee and/or authorized apparent or actual agent of Defendants.

168. At all relevant times, Lambros was acting within the course and scope of that employment/agency.

169. At all relevant times, registered nurses, including Lambros, who provided medical care at St. Mary's Hospital as employees/agents of Defendants owed a duty to patients, including Plaintiffs and the Class Members, to exercise that degree of skill, care, caution, diligence, and foresight exercised by reasonably careful registered nurses under the same or similar circumstances.

170. Defendants, vicariously by and through Lambros, and its other employees, failed to exercise reasonable care and were negligent in providing medical care and treatment to Plaintiffs and the other Class Members, including but not limited to, the following acts or omissions:

- a. Providing treatment or examination of Plaintiffs and the other Class Members for purposes other than legitimate medical purposes;
- b. Providing treatment or examination of Plaintiffs and other Class Members in a manner inconsistent with reasonable medical practices;
- c. Negligently failing to implement, utilize, enforce, and follow appropriate nursing policies/procedures/protocols; and
- d. Providing care and treatment to Plaintiffs and other Class Members that fell below the applicable standard of care for professional nurses and other health care providers in a hospital treatment setting.

171. Defendants are vicariously liable for the negligence of Lambros during their care and treatment of Plaintiffs and the Class Members.

172. As a direct and proximate result of the negligence of Lambros, for which Defendants are vicariously liable, Plaintiffs and the Class Members have suffered and will continue to suffer injuries, damages and losses including but not limited to medical costs and expenses, lost wages, loss of household services, and other economic losses and damages, as well as noneconomic losses and damages including but not limited to mental anguish, pain and suffering, inconvenience, impairment of the quality of life, and emotional stress.

173. Defendants St. Mary's and SCL Health are vicariously liable for Lambros's negligence that occurred throughout the Relevant Time Period. Defendant Intermountain is vicariously liable for Lambros's negligence that occurred over a period beginning in or around April 2022 to the end of the Relevant Time Period.

174. This claim is being asserted to establish and clarify the meaning of C.R.S. § 12-36-134 in the context of sexual misconduct at a hospital. The legislature did not intend to limit C.R.S. § 12-36-134 to prevent claims against an employer for the negligent conduct of its employees when the employee commits sexual misconduct or invasion of privacy during medical care. C.R.S. § 12-36-134 should not prevent such claims and claims for vicarious liability against operators of a hospital should be applied to claims of sexual misconduct and invasion of privacy.

FOURTH CLAIM FOR RELIEF
Invasion of Privacy

On Behalf of Plaintiffs and the Class Members Against All Defendants

175. Plaintiffs incorporate the previous paragraphs by reference as fully set forth herein.

176. Lambros intentionally invaded the privacy of the Plaintiffs and the Class Members and intruded upon their seclusion or solitude by inappropriately viewing them, touching them, exposing their breasts and genitals, sexually touching them, drugging them, and photographing and/or videotaping them while they were unconscious and exposed. This intrusion is offensive to reasonable individuals, constituting invasion of privacy.

177. Defendants are liable and vicariously liable for Lambros's conduct.

178. Based on the allegations above, Defendants engaged in the corporate negligence alleged herein despite actual or apparent knowledge of Lambros's longstanding misconduct.

179. Based on the allegations above, Defendants' acts and omissions permitted Lambros to invade Plaintiffs' and other Class Members' privacy throughout the Relevant Time Period in an entirely conspicuous manner, with a high degree of frequency, without interruption.

180. As a direct and proximate result of Defendants' acts described herein, Plaintiffs and the Class Members have suffered and will continue to suffer injuries, damages, and losses

including but not limited to medical costs and expenses, lost wages, loss of household services, and other economic losses and damages, as well as noneconomic losses and damages including but not limited to mental anguish, pain and suffering, inconvenience, impairment of the quality of life, and emotional stress.

181. Defendants St. Mary's and SCL Health are liable and vicariously liable for invasions of privacy that occurred throughout the Relevant Time Period. Defendant Intermountain is liable and vicariously liable for invasions of privacy that occurred over a period beginning in or around April 2022 to the end of the Relevant Time Period.

FIFTH CLAIM Extreme and Outrageous Conduct

On Behalf of Plaintiffs and the Class Members Against All Defendants

182. Plaintiffs incorporate the previous paragraphs by reference as fully set forth herein.

183. Defendants engaged in extreme and outrageous conduct recklessly or with the intent of causing severe emotional distress in a manner that did indeed cause Plaintiffs and the other Class Members severe emotional distress.

184. Based on the allegations above, Defendants engaged in the corporate negligence alleged herein despite actual or apparent knowledge of Lambros's longstanding misconduct. Defendants' acts and omissions permitted Lambros to drug and then assault and/or invade Plaintiffs' and other Class Members' privacy throughout the Relevant Time Period in an entirely conspicuous manner, with a high degree of frequency, without interruption.

185. Defendants acts and omissions, which allowed a nurse to drug and then assault and/or invade the privacy of unconscious patients, go beyond all possible bounds of decency.

186. Defendants carried out the acts and omissions recklessly and/or intentionally, given their actual or apparent knowledge of Lambros' conduct throughout the Relevant Time Period, and their total failure to prevent the same.

187. Defendants are liable and vicariously liable for Lambros's conduct.

188. Defendants' conduct did indeed cause Plaintiffs and the other Class Members severe emotional distress.

189. As a direct and proximate result of Defendants' acts described herein, Plaintiffs and the Class Members have suffered and will continue to suffer injuries, damages and losses including but not limited to medical costs and expenses, lost wages, loss of household services, and other economic losses and damages, as well as noneconomic losses and damages including but not limited to mental anguish, pain and suffering, inconvenience, impairment of the quality of life, and emotional stress.

190. Defendants St. Mary's and SCL Health are liable and vicariously liable for the extreme and outrageous conduct that occurred throughout the Relevant Time Period. Defendant Intermountain is liable and vicariously liable for the extreme and outrageous conduct that occurred over a period beginning in or around April 2022 to the end of the Relevant Time Period.

SIXTH CLAIM FOR RELIEF
Negligent Entrustment

On Behalf of Plaintiffs and the Class Members Against All Defendants

191. Plaintiffs incorporate the previous paragraphs by reference as fully set forth herein.

192. Defendants permitted Lambros as their employee/agent to use things and engage in activities which were under the control of Defendants, even though Defendants knew or should have known that Lambros intended to or was likely to use such things or engage in such activities in a manner that created an unreasonable risk of harm to patients at St. Mary's Hospital throughout the Relevant Time Period.

193. Defendants controlled the medical facilities, devices, equipment, machines, medications, and/or supplies at St. Mary's Hospital, along with the medical care provided at St. Mary's Hospital.

194. Defendants permitted Lambros to use such things and provide such care at St. Mary's Hospital, even though, based on the allegations above, Defendants knew or should have known that Lambros intended to or was likely to drug and then assault or invade Plaintiffs' and the Class Members' privacy throughout the Relevant Time Period.

195. As a direct and proximate result of Defendants' acts described herein, Plaintiffs and the Class Members have suffered and will continue to suffer injuries, damages and losses including but not limited to medical costs and expenses, lost wages, loss of household services, and other economic losses and damages, as well as noneconomic losses and damages including but not limited to mental anguish, pain and suffering, inconvenience, impairment of the quality of life, and emotional stress.

196. Defendants St. Mary's and SCL Health controlled such things and activities, entrusted Lambros with such things and activities despite knowledge of the unreasonable risk he posed, and caused such injuries, damages, and losses throughout the Relevant Time Period. Defendant Intermountain engaged in these same acts beginning in or around April 2022 to the end of the Relevant Time Period.

SEVENTH CLAIM FOR RELIEF
Lack of Informed Consent

On Behalf of Plaintiffs and the Class Members Against All Defendants

197. Plaintiffs incorporate the previous paragraphs by reference as fully set forth herein.

198. Defendants failed to notify or otherwise inform Plaintiffs and the Class Members that they would be drugged and then assaulted and/or have their privacy invaded while receiving medical care at St. Mary's Hospital.

199. No reasonable person would have consented to medical care at St. Mary's Hospital if they received such information from Defendants.

200. As a direct and proximate result of Defendants' acts described herein, Plaintiffs and other Class Members have suffered and will continue to suffer injuries, damages and losses including but not limited to medical costs and expenses, lost wages, loss of household services, and other economic losses and damages, as well as noneconomic losses and damages including but not limited to mental anguish, pain and suffering, inconvenience, impairment of the quality of life, and emotional stress.

201. Defendants St. Mary's and SCL Health failed to notify patients of such information throughout the Relevant Time Period. Defendant Intermountain failed to do the same beginning in or around April 2022 to the end of the Relevant Time Period.

EIGHTH CLAIM FOR RELIEF

Joint and Several Liability Pursuant to C.R.S. § 13-21-111.5(4)

On Behalf of Plaintiffs and the Class Members Against All Defendants

202. Plaintiffs incorporate the previous paragraphs by reference as fully set forth herein.

203. At all relevant times, Defendants consciously worked together, collaborated, and conspired—and deliberately pursued a common plan or design—to increase corporate profits without regard for Lambros's misconduct at St. Mary's Hospital.

204. This common plan, design, or scheme agreed upon and pursued jointly by the Defendants included, but was not limited to, the corporate negligence alleged above.

205. The common plan, design, or scheme was agreed upon and pursued jointly by the Defendants for the purpose of maximizing or increasing corporate profits.

206. Defendants shared a mutual understanding and agreement as to their common plan or design to maximize or increase corporate profits.

207. Defendants expressly or impliedly agreed to work with each other to accomplish the above-stated common plan or design at St. Mary's Hospital during the Relevant Time Period.

208. As a direct result of Defendants' common design, plan, or scheme, Defendants permitted Lambros to sexually assault and/or invade the privacy of Plaintiffs and other Class Members at St. Mary's Hospital without interruption.

209. Accordingly, Defendants are jointly and severally liable for damages to Plaintiffs and other Class Members pursuant to C.R.S. § 13-21-111.5(4).

210. Defendants St. Mary's and SCL Health engaged in such acts throughout the Relevant Time Period. Defendant Intermountain began to do the same in or around April 2022 to the end of the Relevant Time Period.

IV. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all other Class Members, respectfully ask the Court to:

1. Certify this case as a class action pursuant to C.R.C.P. 23 and:
 - a. Appoint the Plaintiffs as class representatives;
 - b. Appoint the Plaintiffs' undersigned counsel as class counsel; and
 - c. Authorize notice to the Class Members pursuant to C.R.C.P. 23(c)(2).
2. Enter judgment against the Defendants for economic, compensatory, and punitive damages in an amount to be determined by the trier of fact, pre-judgment interest, post-judgment interest, attorneys' fees and costs, and such other and further relief as this Court may deem appropriate.

PLAINTIFFS DEMAND A JURY ON ALL ISSUES SO TRIABLE.

DATED: December 20, 2022

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