

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**MIDTOWN LAW**  
2828 N. Central Avenue,  
Suite 1017  
Phoenix, AZ 85004  
602.900.9333

Tabitha R. Myers, SBN 030001  
tmyers@midtownlawaz.com  
*Attorney for Plaintiff*

JEFF FINE  
Clerk of the Superior Court  
By Rebecca Merino, Deputy  
Date 04/23/2020 Time 10:33:48  
Description Amount  
----- CASE# CV2020-005012 -----  
CIVIL NEW COMPLAINT 333.00  
-----  
TOTAL AMOUNT 333.00  
Receipt# 27757579

**IN THE SUPERIOR OF THE STATE OF ARIZONA**  
**IN AND FOR THE COUNTY OF MARICOPA**

TRINA KEITH,

Plaintiff,

v.

RANDY TAYLOR CONSULTING,  
LLC, an Arizona limited liability  
company; HARVEST DISPENSARIES,  
CULTIVATIONS AND  
PRODUCTION FACILITIES, LLC; an  
Arizona limited liability company;  
BLACK PARTNERSHIP I-X; and XYZ  
PARTNERSHIPS I-X,

Defendants.

Case No. CV 2020-005012

**COMPLAINT**

(Jury Trial Requested)

Trina Keith, for her Complaint against Defendants, alleges as follows:

**JURISDICTION & VENUE**

1. At all times material hereto, Plaintiff Trina Keith ("Plaintiff" or "Ms. Keith") was and is a resident of Maricopa County, Arizona.

2. Upon information and belief, Defendant Randy Taylor Consulting, LLC is an Arizona corporation, doing business in Maricopa County, Arizona.

3. Harvest Dispensaries, Cultivations, and Production Facilities, LLC is an Arizona limited liability company, doing business in Maricopa County, Arizona.

1 4. Black and White corporations I-X and XYZ Partnerships I-X are fictitious names to  
2  
3 designate unknown corporations and partnerships who may have in some manner  
4 contributed to Plaintiff's injuries and damages and are liable therefor. The true names for  
5 said Defendants are unknown to the Plaintiff at this time and leave of Court is sought to  
6 amend this Complaint to include their true names when, and if, ascertained.  
7

8 5. This Court has jurisdiction pursuant to applicable Arizona law as set forth herein.

9 6. Venue is proper in this Court as the parties are residents of Maricopa County,  
10 Arizona and/or are doing business in Arizona and thus availing themselves to Arizona law,  
11 and the events underlying this lawsuit occurred in Maricopa County, Arizona.  
12

13 **GENERAL FACTUAL ALLEGATIONS**

14  
15 7. Plaintiff re-alleges and incorporates by reference the allegations set forth in each of  
16 the proceeding paragraphs of the Complaint as if set forth fully herein.  
17

18 8. In Arizona, Medical marijuana dispensaries, such as Harvest, are regulated by the  
19 Arizona Medical Marijuana Act ("AMMA"), which grants Arizona Department of Health  
20 Services (hereafter "AZDHS") rule-making authority to regulate the medical marijuana  
21 industry.  
22

23 9. Defendants Randy Taylor Consulting, LLC and Harvest Dispensaries, Cultivations  
24 and Production Facilities, LLC (collectively, "Harvest"), as well as other unnamed entities,  
25 jointly own and operate several medical marijuana dispensaries in the State of Arizona, and  
26 in several other states across the United States.  
27

28 10. Ms. Keith was hired by Harvest on May 6, 2019 to serve as the Retail Standard

1 Operating Procedures (“SOP”) Manager, reporting directly to Chantelle Elsner, Director  
2 of Retail Operations.  
3

4 11. For this role as SOP Manager, she received no training from Harvest and received  
5 little support from her supervisor.  
6

7 12. Three months later, on August 12, 2019, Ms. Keith was promoted to Senior Manager  
8 of Store Operations and received a yearly salary increase of Ten Thousand Dollars  
9 (“\$10,000”), for a total annual salary of Ninety Thousand Dollars per year (“\$90,000”),  
10 plus benefits.  
11

12 13. In her role as Senior Manager of Store Operations, Ms. Keith oversaw a team totaling  
13 ten people whose role was to support all current and new Harvest dispensaries, as well as all  
14 new dispensary acquisitions.  
15

16 14. For this role as Senior Manager of Store Operations, she received no training from  
17 Harvest and received little support from her supervisor.  
18

19 15. Under Arizona law, dispensaries are required to develop, document and implement  
20 policies and procedures regarding, among other things, personnel duties, responsibilities  
21 and qualifications; personnel supervision; and, training in and adherence to confidentiality  
22 requirements. *See* A.A.C. Sec. R9-17-310.  
23

24 16. No such training was provided to Plaintiff Keith.

25 17. Immediately upon entering her new role as Senior Manager of Store Operations, Ms.  
26 Keith learned about multiple compliance issues from her team that she escalated to various  
27 department managers throughout Harvest, in person and in e-mail.  
28

1 18. On September 28th, 2019, Ms. Keith was included on an text message  
2 communication in which Ms. Elsner authorized Arizona dispensaries to enter the patient's  
3 medical marijuana purchase allotment into the AZDHS system as flower only, rather than  
4 properly categorizing the products purchased as per A.R.S. Title 36, Chapter 28.1 and  
5 Arizona Administrative Code ("AAC") Title 9, Chapter 17.  
6

7  
8 19. When the staff of Ms. Keith raised the issue about this significant violation of  
9 AZDHS statutes, Mrs. Keith and her staff were told by Ms. Elsner that this would be the  
10 current process for reporting allotments.  
11

12 20. AZDHS requires dispensaries to input medical marijuana sold by the dispensaries in  
13 the Medical Marijuana Verification System ("MMVS"). *See* A.A.C. Sec. R9-17-314.  
14

15 21. The requirements and instructions for using the MMVS are set out in the Dispensary  
16 Handbook, and are considered part of the rules implemented by AZDHS under the AMMA.  
17 *See* A.R.S. § 41-1001(17).  
18

19 22. The Dispensary Handbook details the procedure for inputting medical marijuana  
20 sold in the MMVS, including entering in quantities into the appropriate categories: Medical  
21 Marijuana (the dried flower of the marijuana plant); Edibles (items sold for consumption  
22 that contain medical marijuana); or Non-Edibles (any non-edible items, such as  
23 concentrates, sold that contain medical marijuana).  
24

25 23. The AMMA also states that a qualifying patient is only allowed to purchase two and  
26 one-half ounces of medical marijuana during any 14-calendar-day period. *See, e.g.*, A.A.C.  
27 Sec. R9-17-314 and A.R.S. § 36-2801(1).  
28

1           24. By entering the medical marijuana product purchased into the proper categories, it  
2  
3 allows the DAs and AZDHS to ensure the patient is not receiving more medical marijuana  
4 than is allowed in a 14-calendar-day period.

5           25. A violation of the Dispensary Handbook issued by AZDHS is a violation of Arizona  
6  
7 law.

8           26. Additionally, the failure to properly input patient allotment and maintain inventory  
9  
10 is a violation of Arizona Administrative Code sections R9-17-314(6)(a) and R9-17-316.

11           27. Despite Ms. Keith raising the allotment procedures as a violation of law, Harvest  
12  
13 choose not to remedy the issue, as it was incompatible with their own internal point-of-sale  
14  
15 system, Leaf Logix.

16           28. Ms. Keith also escalated to the Harvest Compliance Department Management and  
17  
18 Ms. Elsner on more than one occasion that Harvest was intentionally practicing business  
19  
20 with two policy and procedure manuals in the State of Arizona.

21           29. One policy and procedure manual was used for the state during state inspections of  
22  
23 Harvest Arizona dispensaries and another policy and procedure manual existed that was  
24  
25 used for the daily operations of running the Harvest Arizona dispensaries.

26           30. Nothing was done to eliminate the erroneous handbook that was used for state  
27  
28 inspections.

          31. Another example of Harvest's disregard for the law and lack of following state  
compliance came when Ms. Keith witnessed conversations between various Harvest  
leadership in the Compliance and Retail departments share that the General Manager of the

1 Harvest of Napa, CA store had taken state METRC testing in the name of the owner, Steve  
2 White.  
3

4 32. In October of 2019, Harvest opened two new stores in California in Venice Beach  
5 and Palm Springs.  
6

7 33. Ms. Keith raised several compliance issues regarding the Venice Beach and Palm  
8 Springs stores with her supervisor Ms. Elsner, such as the failure to provide valid employee  
9 identification cards as required by California law. *See* Bureau of Cannabis Control,  
10 Regulations § 5043 and Section 26013, California Business and Professional Code.  
11

12 34. In November of 2019, Harvest laid off roughly 90 workers including half of Ms.  
13 Keith's team.  
14

15 35. Working with a shoe-string team, Ms. Keith regularly worked 12 to 15-hour work  
16 days, including meetings on the weekends.  
17

18 36. It was not unusual for Ms. Keith to receive calls at 9:00pm at night regarding work  
19 issues, and would routinely receive 100 to 150 e-mails a day, in addition to the 5-6 hours of  
20 meetings she was required to attend daily.  
21

22 37. Ms. Keith reached out to her management team on more than one occasion to inform  
23 her managers that she needed more help and support in her role and that the lack of having  
24 this support was causing her to experience stress-related medical issues.  
25

26 38. At a time when Harvest was expanding its nationwide footprint and needing more  
27 support, it made the decision to lay off dozens of its employees, seemingly as a cost-cutting  
28 measure.

1 39. These lay-offs led to even more short-cuts, circumvention, and violations of Arizona  
2 law in order to meet the demand for more dispensaries nationwide promised by Harvest to  
3 its investors and shareholders.  
4

5 40. In December of 2019, Mrs. Keith was informed that Kimberly Owies (then-Director  
6 of Events) would be taking on a new role for a newly created position as the Director of  
7 Patient Experience and would become her new supervisor.  
8

9 41. This newly created Director's position was not opened for any other Harvest  
10 employees to apply.  
11

12 42. Ms. Keith had concerns regarding her new supervisor, as Ms. Owies had a well-  
13 known reputation for breaking compliance.  
14

15 43. On December 11, 2019, Ms. Keith met with and raised her concerns about Ms. Owies  
16 to Siobahn Carragher, Head of Human Resources, giving Ms. Carragher specific events that  
17 Ms. Keith was aware of, where Ms. Owies had broken compliance (i.e., broken the law) as  
18 the Director of Events for Harvest.  
19

20 44. Mrs. Keith shared with Ms. Carragher that she had helped counsel an employee after  
21 the employee shared with her that Ms. Owies gave the employee medicated (THC-infused)  
22 ice cream and pressured her to have some with her during a work event and while still on  
23 the clock.  
24

25 45. On August 24, 2019, Harvest held a "Grillin n' Chillin" event where then-Director  
26 of Events, Kimberley Owies, obtained medicated chocolate chips and put them in CBD-  
27 infused ice cream. Ms. Owies then consumed the medicated ice cream while working at the  
28

1 event, and offered it to Ashlee Milacki (Events Coordinator) and other Harvest employees.

2  
3 46. Upon information and belief, Ms. Owies did not have a valid medical marijuana  
4 patient card to obtain the medicated chocolate chips, nor was the distribution of the  
5 medicated product input in the state MVSS system in violation of Arizona law. *See A.R.S.*  
6 *§ 36-2806.*

7  
8 47. This activity was also conducted by Ms. Owies during a time that Ms. Owies is  
9 believed to have not held a medical marijuana card through the state of Arizona.

10  
11 48. Ms. Keith reported this information to Ms. Carragher, because she was concerned  
12 about the direct consequences to her if Ms. Owies continued to flout Arizona law.

13  
14 49. Despite her concerns about Ms. Owies violations of Arizona law, Ms. Owies was  
15 installed as Ms. Keith's supervisor.

16  
17 50. Ms. Owies cavalier attitude towards compliance with Arizona law exasperated the  
18 already present compliance issues at Harvest, increasing the emotional and physical stress  
19 that Ms. Keith experienced.

20  
21 51. Also, in December of 2019, it was discovered that several testing results for  
22 marijuana flower was not yet available from the third-party laboratory.

23  
24 52. Ms. Keith asked for direction on how to handle the issue from Allison Benedict  
(Harvest Director of Procurement) and from Ms. Elsner.

25  
26 53. Although state testing was not yet required under Arizona law at that time, Harvest  
27 advertised as "always third-party tested."

28 54. Despite this advertising, Ms. Keith was told by Randall Uberecken, Harvest Flower



1 Buyer, in an e-mail (which included Ms. Elsner, Ms. Benedict, and Harvest Store  
2 Operations Specialists Amalia Celaya and Mollie McCurdy) that since testing is not  
3 required and because Harvest needed the flower on the shelves as soon as possible, they  
4 should go forward with bringing in to the stores and selling marijuana flower that was not  
5 tested.  
6  
7

8 55. Arizona law prohibits advertising that is false or fraudulent. *See* A.R.S. §§ 44-1522  
9 and 13-2203.

10 56. Ms. Keith also met with Ms. Elsner and Ms. Owies on December 19, 2019 to speak  
11 with them about her enormous workload and the failure and inability by Harvest to follow  
12 the AMMA, and the negative impact that it was having on her health and work-life balance.  
13

14 57. Ms. Keith let Ms. Elsner and Ms. Owies know that she was “hanging on by a string,”  
15 and requested additional support from them.  
16

17 58. However, no action to her call for help was taken by Harvest.

18 59. On January 15, 2020, Ms. Keith reached out to Ms. Owies via telephone and  
19 informed her supervisor that she could not continue to work in such difficult and unpleasant  
20 working conditions.  
21

22 60. She expressed concern that she would end up “losing” her job through resignation  
23 or termination if things did not improve.  
24

25 61. In January of 2020, Ms. Keith, Ms. Owies, and two additional Harvest employees  
26 flew to Little Rock, Arkansas to open the first dispensary in that city.

27 62. On January 23, 2020, while in the car on the way to a training event, the employees  
28

1 were discussing the fact that Arkansas regulations required the team members to have a  
2 dispensary agent card on their person to conduct business on behalf of the dispensary, which  
3 they did not have.  
4

5 63. Ms. Owies proceeded to tell the group that while at MJBiz Con in Las Vegas, Nevada  
6 with Jason Vidadi, then-Executive Chairman of the Board of Directors for Harvest, Mr.  
7 Vidadi complained to Ms. Owies and others present that the only people making money in  
8 the cannabis business are the ones not in compliance.  
9

10 64. Ms. Owies then shared with the group that Mr. Vidadi then suggested that Harvest  
11 employees should not be so rigid when it came to compliance issues so they could make  
12 more money.  
13

14 65. Ms. Owies used that illustration to tell the group that they should be more flexible  
15 and “bend a little” when it comes to compliance.  
16

17 66. This request by Ms. Owies came the same day as a raid by Jonesboro, Arkansas police  
18 of the home of Harvest manager Nicholas Nielsen, who allegedly was growing marijuana in  
19 his own home to help support Harvest cultivation operations.  
20

21 67. Mr. Nielson was arrested by Jonesboro police in that raid, and faces various criminal  
22 charges for his alleged violation of Arkansas law, which upon information and belief, was  
23 conducted on behalf of Harvest.  
24

25 68. On January 28, 2020, Ms. Keith, frustrated, understandably concerned for her own  
26 health and safety, and unable to proceed with the continuous requests to break the law by  
27 Harvest superiors, sent her constructive discharge notice under A.R.S. § 23-1502 to the  
28

1 Harvest Human Resources team: Siobahn Carragher, Ron McCarthy, and Samantha  
2 Pomerantz.  
3

4 69. Fifteen days passed and Ms. Keith received no response from Harvest.

5 70. Still concerned with the events that took place with Ms. Owies and her message of  
6 bending compliance that was delivered to Mrs. Keith's team while in Little Rock, Arkansas,  
7 Mrs. Keith met with Ms. Elsner on February 6, 2020 upon her return from Little Rock and  
8 informed her of the events that she had witnessed.  
9

10 71. No action was taken by Ms. Elsner to remedy or investigate any of the concerns  
11 presented.  
12

13 72. She also shared with Ms. Elsner that she could not work under these conditions and  
14 was ready to quit her job while she was in Little Rock but didn't because she needed her job  
15 and wanted to continue her employment with Harvest.  
16

17 73. On February 13, 2020, Ms. Keith and her team were once again asked to violate  
18 Arizona law by Harvest leadership.

19 74. Ms. Keith's store operation team was being asked to conduct work activity in three  
20 newly-acquired Arizona stores without the proper DA credentials.  
21

22 75. Plaintiff Keith and the store operations team were told they would be wearing visitor  
23 badges to conduct Harvest business.  
24

25 76. Under A.R.S. § 36-2804.01 an employee must be registered with the department  
26 before "volunteering or working" at a medical marijuana dispensary.

27 77. AZDHS regulations require that a dispensary must ensure that each dispensary agent  
28

1 has the dispensary agent's registry identification card ("DA card") in the dispensary  
2 agent's immediate possession when the dispensary agent is working at the dispensary. *See*  
3 A.A.C. Sec. R9-17-310(A)(6); A.A.C. Sec. R9-17-311.  
4

5 78. Ms. Keith and her team member, Mollie McCurdy met with Teresa DeHaven,  
6 Associate General Counsel and Chief Compliance Attorney at Harvest.  
7

8 79. Ms. DeHaven falsely told Plaintiff Keith and Ms. McCurdy that going into the  
9 dispensary with a visitor badge to conduct Harvest business was a legal "gray area" and that  
10 it was her professional interpretation that the AMMA did not require Harvest employees to  
11 have a DA card to conduct business at the dispensary on behalf of Harvest.  
12

13 80. Ms. Keith and Ms. McCurdy pushed back against this false interpretation, asserting  
14 that they did not want to be put at risk of having charges on their criminal records due to  
15 this issue and informed Ms. DeHaven that they would not go into any dispensary without  
16 the proper credentials.  
17

18 81. Ms. Keith asked Ms. DeHaven to contact AZDHS and obtain verbiage from AZDHS  
19 representatives that Store Operations Team was allowed to work in the dispensaries for 3-5  
20 days without the proper DA credentials.  
21

22 82. Ms. DeHaven deflected by stating that she would not be able to reach an AZDHS  
23 representative and reassured Mrs. Keith that she would provide the team with the "least  
24 risky option" and that Harvest had great insurance and great attorneys that would fight any  
25 charge if they got caught.  
26

27 83. Concerned with the message and direction to use visitor's badges instead of the  
28

1 required DA credentials, Ms. Keith and Ms. McCurdy immediately met with Human  
2 Resources Director, Ron McCarthy to report the incident.  
3

4 84. Ms. Keith and Ms. McCurdy left to go to their lunch break, and Ms. McCurdy  
5 decided to call AZDHS and ask for clarification on the issue.  
6

7 85. On the first call made by Ms. McCurdy to AZDHS, a state representative answered  
8 her phone call.

9 86. Ms. McCurdy turned on her speaker phone and Ms. Keith listened to the call  
10 between Ms. McCurdy and the AZDHS representative.  
11

12 87. The representative at AZDHS informed Ms. Keith and Ms. McCurdy that their  
13 interpretation of the law was correct—all employees needed proper credentials before  
14 entering a dispensary and conducting work on behalf of Harvest.  
15

16 88. Upon her return from lunch, Ms. Keith met with Ms. Elsner (in person) and Ms.  
17 Owies (via telephone) and relayed her concerns to both supervisors about being asked to go  
18 in the dispensary without the proper credentials based on her and Ms. McCurdy's  
19 conversation with AZDHS during lunch.  
20

21 89. Ms. Keith reminded Ms. Owies about her statement in Little Rock, Arkansas that  
22 employees needed to be "more flexible and bend compliance."  
23

24 90. Ms. Owies tried to deny that she made the statement, but later relented.

25 91. Frustrated, Ms. Keith hung up on Ms. Owies, and said aloud, "I'm done," meaning  
26 she was done with talking to Ms. Owies.

27 92. Ms. Elsner asked, "You're quitting?" Frustrated about being asked to break the law,  
28

1 and having not received a response to her notice from January 28, 2020, Ms. Keith affirmed  
2 that she indeed could not stay working at Harvest.  
3

4 **COUNT ONE**

5 **Violation of A.R.S. § 23-1502**

6 93. Plaintiff re-alleges and incorporates by reference the allegations set forth in each of  
7 the preceding paragraphs of the Complaint as if set forth fully herein.

8 94. A.R.S. § 23-1502 provides in relevant part that constructive discharge may be  
9 established where, as here, there is “evidence of objectively difficult or unpleasant working  
10 conditions to the extent that a reasonable employee would feel compelled to resign, or  
11 “evidence of outrageous conduct by the employer or a managing agent of the employer,”  
12 including conduct that “would cause a reasonable employee to feel compelled to resign.”  
13

14 95. Harvest created, maintained, permitted and/or fostered the objectively difficult or  
15 unpleasant working conditions and the continuous pattern of violation of Arizona law, and  
16 asking employees to violate Arizona law.  
17

18 96. Plaintiff Keith delivered the appropriate written notice to the appropriate  
19 representative of Harvest that a working condition exists that she believed was so objectively  
20 difficult or unpleasant that the employee felt compelled to resign or intends to resign.  
21

22 97. Plaintiff Keith gave Harvest more than fifteen days to respond in writing to the  
23 matters she presented.  
24

25 98. Defendant Harvest did not respond to Plaintiff Keith’s notice within fifteen days.

26 99. In any event, Harvest waived its right to notice by failing to make the posting  
27 described in A.R.S. § 23-1502(E).  
28

1           100.       In any event, the provisions in A.R.S. § 23-1502(F) apply to permit Plaintiff  
2  
3 Keith to bring her constructive discharge claim without prior written notice as a result of  
4 the outrageous conduct by Defendants Harvest, acting through its employees and acting  
5 jointly and severally, that included a continuous pattern of violation of Arizona law and  
6 asking employees to violate Arizona law, all constituting conduct that would cause a  
7 reasonable employee to feel compelled to resign.  
8

9           101.       Plaintiff Keith felt compelled to resign as a result of the objectively difficult or  
10 unpleasant working conditions and did in fact resign effective February 13, 2020.  
11

12           102.       As a direct and proximate result of the actions and omissions of Defendants  
13 Harvest, acting directly and vicariously through its employees, Plaintiff Keith lost her  
14 employment, including the income she was earning from that employment, her accrued  
15 benefits, and continued and continues to suffer a loss of income thereafter while she  
16 attempts to obtain employment.  
17

18           103.       As a direct and proximate result of the actions and omissions of the  
19 Defendants Harvest, Plaintiff Keith suffered emotional harm and physical injury in an  
20 amount to be determined at trial.  
21

22           104.       As a direct and proximate result of the actions and omissions of the  
23 Defendants Harvest, Plaintiff Keith suffered loss of employment opportunities.  
24

25           105.       As a direct and proximate result of the actions and omissions of the  
26 Defendants Harvest, acting jointly and severally, Plaintiff Keith suffered loss of quality of  
27 life and disruption of relationships, experienced pain and suffering and suffered other  
28

1 damages in an amount to be determined at trial.

2  
3 106. Defendants Harvest pursued a course of conduct, knowing that it created a  
4 substantial risk of significant harm to Plaintiff Keith and/or was taken in disregard to her  
5 interest and for the motive of profit, to the extent that punitive damages are warranted.

6  
7 WHEREFORE, Plaintiff Keith prays for judgment against Defendants Harvest as  
8 follows:

- 9 A. For compensatory damages in an amount to be proven at trial;  
10  
11 B. For special damages including medical expenses incurred and to be incurred, loss  
12 of income and loss of opportunity to earn income, loss of accrued retirement  
13 benefits, loss of stock option benefits, and loss of other employment benefits.  
14  
15 C. For an award of punitive damages in an amount to be determined at trial;  
16  
17 D. For an award of attorneys' fees and costs incurred herein to the extent available  
18 pursuant to A.R.S. § 23-1501; and,  
19  
20 E. For such other and further relief as the Court deems just and proper.

21 **COUNT TWO**

22 **Violation of A.R.S. § 23-1501(C)**

23 107. Plaintiff re-alleges and incorporates by reference the allegations set forth in  
24 each of the preceding paragraphs of the Complaint as if set forth fully herein.

25 108. Defendants Harvest jointly employed Plaintiff Keith for the purposes of  
26 A.R.S. § 23-1501(C).  
27

28 109. Defendants terminated Plaintiff Keith's employment in violation of Arizona



1 statutes in retaliation for refusing to commit an act or omission that would violate the  
2 statutes and laws of the State of Arizona.

3  
4 110. Defendants terminated Plaintiff Keith's employment in violation of Arizona  
5 statutes in retaliation for her disclosure in a reasonable manner to persons she believed to  
6 be in a managerial or supervisory position, with the authority to investigate the information  
7 she provided and to take action to prevent further violation of the statutes and laws of this  
8 State.

9  
10 111. Defendants terminated Plaintiff Keith for her refusal to commit an act or  
11 omission that would violate the statutes and laws of the State of Arizona.

12  
13 112. The acts and omissions of Defendants Harvest caused the events that resulted  
14 in the termination of Plaintiff Keith.

15  
16 113. Defendants Harvest created, maintained, permitted and/or fostered the  
17 objectively difficult or unpleasant working conditions and requests for Plaintiff Keith to  
18 violate Arizona law.

19  
20 114. As a direct and proximate result of the actions and omissions of Defendants  
21 Harvest, acting directly and vicariously through its employees, Plaintiff Keith lost her  
22 employment, including the income she was earning from that employment, her accrued  
23 benefits, and continued and continues to suffer a loss of income thereafter while she  
24 attempts to obtain employment.

25  
26 115. As a direct and proximate result of the actions and omissions of the  
27 Defendants Harvest, Plaintiff Keith suffered emotional harm and physical injury in an  
28

1 amount to be determined at trial.

2  
3 116. As a direct and proximate result of the actions and omissions of the  
4 Defendants Harvest, Plaintiff Keith suffered loss of employment opportunities.

5 117. As a direct and proximate result of the actions and omissions of the  
6 Defendants Harvest, acting jointly and severally, Plaintiff Keith suffered loss of quality of  
7 life and disruption of relationships, experienced pain and suffering and suffered other  
8 damages in an amount to be determined at trial.

9  
10 118. Defendants Harvest pursued a course of conduct, knowing that it created a  
11 substantial risk of significant harm to Plaintiff Keith and/or was taken in disregard to her  
12 interest and/or for the motive of profit, to the extent that punitive damages are warranted.

13  
14 WHEREFORE, Plaintiff Keith prays for judgment against Defendants Harvest as  
15 follows:

- 16  
17 A. For compensatory damages in an amount to be proven at trial;  
18  
19 B. For special damages including medical expenses incurred and to be incurred, loss  
20 of income and loss of opportunity to earn income, loss of accrued retirement  
21 benefits, loss of stock option benefits, and loss of other employment benefits.  
22  
23 C. For an award of punitive damages in an amount to be determined at trial;  
24  
25 D. For an award of attorneys' fees and costs incurred herein; and,  
26  
27 E. For such other and further relief as the Court deems just and proper.

28  
**COUNT THREE**

**Wrongful Termination (Common Law)**

119. Plaintiff re-alleges and incorporates by reference the allegations set forth in

1 each of the preceding paragraphs of the Complaint as if set forth fully herein.  
2

3 120. Defendants Harvest jointly employed Plaintiff Keith for the purposes of  
4 A.R.S. § 23-1501(C).

5 121. Plaintiff was compelled by the circumstances of her employment described  
6 herein, consisting of a continuous pattern of activity which violates Arizona and California  
7 law by Defendants Harvest, including directing Plaintiff to violate Arizona and California  
8 law, to resign her employment with Defendants Harvest.  
9

10 122. The consequences of this conduct was that Defendants wrongfully terminated  
11 Plaintiff Keith, constructively, for a bad and improper purpose, namely in and as retaliation  
12 for reporting to supervisors and AZDHS the misconduct of Defendants and others,  
13 including other supervisors.  
14

15 123. As a direct and proximate result of the actions and omissions of the  
16 Defendants Harvest, acting directly and vicariously through its employees and various  
17 related business entities, Plaintiff Keith lost her employment, including the income she was  
18 earning from that employment, and continued to suffer a loss of income thereafter while she  
19 attempted and attempts to obtain employment that would earn the equivalent of what she  
20 was earning in the position she held.  
21

22 124. As a direct and proximate result of the actions and omissions of Defendants  
23 Harvest, acting directly and vicariously through its employees and various related business  
24 entities, Plaintiff Keith suffered loss of income and employment opportunities.  
25

26 125. As a direct and proximate result of the actions and omissions of the  
27  
28

1 Defendants Harvest, Plaintiff Keith suffered emotional harm and physical injury in an  
2 amount to be determined at trial.

3  
4 126. As a direct and proximate result of the actions and omissions of Defendants  
5 Harvest, acting directly and vicariously through its employees and various related business  
6 entities, Plaintiff Keith suffered loss of quality of life and disruption of relationships,  
7 experienced pain and suffering and suffered other damages all in an amount to be  
8 determined at trial.

9  
10 JURY TRIAL

11  
12 127. Plaintiff Keith hereby requests a trial by jury.


13 PRAYER FOR RELIEF

14 WHEREFORE, Plaintiff Keith prays for judgment against Defendants Harvest as  
15 follows:

- 16  
17 A. For compensatory damages in an amount to be proven at trial;  
18  
19 B. For special damages including medical expenses incurred and to be incurred, loss  
20 of income and loss of opportunity to earn income, loss of accrued retirement  
21 benefits, and loss of other employment benefits.  
22  
23 C. For an award of punitive damages in an amount to be determined at trial;  
24  
25 D. For an award of attorneys' fees and costs incurred herein to the extent available  
26 pursuant to A.R.S. § 23-1501, and any other applicable law; and,  
27  
28 E. For such other and further relief as the Court deems just and proper.

Dated this 22<sup>ND</sup> day of April, 2020.

**MIDTOWN LAW**

By:   
Tabitha R. Myers  
2828 N. Central Avenue, Suite 1017  
Phoenix, AZ 85004  
*Attorney for Plaintiff*

**MIDTOWN LAW**  
2828 N. CENTRAL AVENUE, SUITE 1017  
PHOENIX, ARIZONA 85004  
602.900.9333

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28