

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA

Ghaemmaghmi v. Dignity Health

Ghaemmaghmi · No. CV-24-00052-PHX-KML · Decided December 22, 2025

OPINION

Ghaemmaghmi

PER CURIAM.

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6 IN THE UNITED STATES DISTRICT COURT

7 FOR THE DISTRICT OF ARIZONA

8 9 Vafa Ghaemmaghmi, No. CV-24-00052-PHX-KML 10 Plaintiff, ORDER 11 v. 12 Dignity
Health, 13 Defendant. 14 15 The parties ask the court to resolve three discovery disputes in this
case between 16 plaintiff Vafa Ghaemmaghmi and defendant Dignity Health (“Dignity”)
regarding 17 Dignity’s provision of paid time off for physicians. First, in response to
Ghaemmaghmi’s 18 NUI 3, which requests in part that Dignity identify all physicians it
employed during the 19 relevant period, Dignity objects to identifying physicians who are not part
of the Dignity 20 affiliate Dignity Health Medical Group (“DHMG”). (Doc. 81 at 4.) This limited
definition 21 affects additional RFPs which request documents related to all physicians. (Doc. 81
at 3.) 22 Second, the parties contest whether a court-imposed deadline for Dignity’s response to 23
Ghaemmaghmi’s RFPs 8-10 is appropriate. (Doc. 81 at 3.) Third, Ghaemmaghmi’s 24 counsel
objects to revealing whether they still represent 34 physicians on whose behalf 25 counsel sent a
demand letter to Dignity prior to litigation. (Doc. 81 at 3-4.) 26 Ghaemmaghmi worked under a
contract which entitled him to participate in 27 employee benefit plans, allegedly including the
paid time away (“PTA”) policy. (Doc. 45 28 at 9-10.) That contract stated he would be
compensated according to the Physician 1 Compensation Plan, of which there were three during
the relevant time (versions from 2 2016, 2019, and 2023), and some of which addressed PTA.
(Doc. 45 at 3-4.) Because these 3 Compensation Plans apply specifically to physician employees
of DHMG of Arizona (see

4 Doc. 45-1 at 31), Dignity agrees only to identify DHMG physicians rather than all Dignity
5 physicians. (Doc. 81 at 4.) But the allegation that Dignity failed to provide proper PTA 6 relies
on more than just the Compensation Plans: Ghaemmaghmi argues the contract itself 7 entitled
him to state-wide Dignity PTA plans, the failure to provide any PTA violates 8 statutes regardless
of the particular plan, and non-DHMG physicians were subject to 9 substantially the same terms
as those in these Compensation Plans. (Doc. 81 at 2-3.) This 10 conclusion is supported by the
complaint, which describes as relevant “[a]ll Physicians 11 who are or were employed by Dignity”
and who signed contracts “like the one Dr. 12 Ghaemmaghmi signed.” (See Doc. 45 at 20, 23.)

These allegations dictate that the court 13 should not limit a potential class at this stage, before it has even been proposed. Dignity 14 must provide responses for all Dignity physicians in the relevant time period. 15 The parties also disagree whether a deadline should be set for Dignity's production 16 in response to RFPs 8-10. This appears to be a large production Dignity is currently 17 preparing after the parties agreed on search terms on November 11, 2025. (Doc. 81 at 3.) 18 A deadline is a reasonable request. But the parties are in the best position to identify the 19 appropriate deadline based on their knowledge of the search terms, volume of responsive 20 documents, and likely time necessary to review the production before other deadlines arise. 21 The parties must confer and file a joint proposed deadline for the production to be complete. 22 If the parties cannot agree, they may submit separate deadlines in a supplemental joint 23 discovery dispute pleading. 24 Finally, before this lawsuit was filed, Ghaemmaghami's "counsel sent a demand 25 letter to Dignity on behalf of 34 physicians" which alleged similar claims. (Doc. 81 at 3.) 26 Dignity's counsel has asked Ghaemmaghami's counsel to identify which of the 34 27 physicians it currently represents so Dignity may conduct interviews or depositions, 28 presumably to avoid violating ethical rules prohibiting counsel from communicating with 1 || represented persons. (Doc. 81 at 5.) See Ariz. R. of Pro. Conduct ER 4.2. Ghaemmaghami's counsel has refused, citing other ethical rules prohibiting counsel from revealing || information related to client representation (Doc. 81 at 3). See Ariz. R. of Pro. Conduct ER 1.6. But Ghaemmaghami's counsel has previously voluntarily revealed its representation of these 34 individuals. (Doc. 81 at 4.) This disclosure constitutes a waiver of the attorney- 6|| client privilege, State v. Sucharew, 66 P.3d 59, 65 (Ariz. Ct. App. 2003), which undergirds 7|| Rule 1.6. See Ariz. R. of Pro. Conduct ER 1.6, 2003 comment ('The principle of client- 8 || lawyer confidentiality is given effect by related bodies of law [including] the attorney- □□ client privilege'); cf. Naranjo v. Sukenic in & for Cnty. of Maricopa, 524 P.3d 1123, 1131 (Ariz. 2023) (holding both attorney-client privilege and Rule 1.6 waived together). 11 || Ghaemmaghami's counsel must therefore identify those individuals they continue to 12 || represent. 13 IT IS ORDERED Dignity must provide the contact information for all physicians for the requested time period. 15 IT IS FURTHER ORDERED no later than December 24, 2025, the parties shall file a joint statement identifying the agreed deadline for the completion of the production 17 || in response to RFPs 8-10, or the deadline proposed by each side. 18 IT IS FURTHER ORDERED no later than December 24, 2025, 19 || Ghaemmaghami's counsel shall identify which of the 34 physicians on whose behalf it 20 || previously sent a demand letter it still represents. 21 Dated this 19th day of December, 2025. 22

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Honorable Krissa M. Lanham 25 United States District Judge 26 27 28 -3-