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September 29, 2026

**NOTICE OF TORT CLAIM
PURSUANT TO THE INDIANA TORT CLAIMS ACT
IND. CODE § 34-13-3-1, ET SEQ.**

TO:

MONROE COUNTY BOARD OF COMMISSIONERS

Monroe County Government Center

Att. Angela Purdie, Administrator

100 W. Kirkwood Ave. Room 322

Bloomington, Indiana 47404

RE: Lori Kelley – Notice of Tort Claim Against Monroe County, Indiana

Dear Commissioners:

Please accept this correspondence as the formal Notice of Tort Claim on behalf of Lori Kelley (“Ms. Kelley”) pursuant to the Indiana Tort Claims Act, Indiana Code § 34-13-3 et seq. This Notice is intended to provide Monroe County, Indiana, with actual and formal notice of Ms. Kelley’s claims arising from the conduct of Monroe County and its employees, agents, representatives, and officials, including but not limited to conduct occurring within the Monroe County Health Department.

This Notice is intended to preserve Ms. Kelley’s rights to pursue all claims available to her under Indiana law, including tort claims, and is not intended to waive or limit any claim, remedy, or cause of action available under federal law, including Title VII of the Civil Rights Act of 1964, as amended, or any other applicable federal or state statute, constitutional provision, or common law.

I. CLAIMANT

Ms. Kelley was employed by Monroe County, Indiana, as a Health Administrator in the Monroe County Health Department.

II. GOVERNMENTAL ENTITY

The governmental entity against which this Notice is made is:

Monroe County, Indiana, including the Monroe County Board of Commissioners, the Monroe County Health Department, and the County's officers, employees, agents, and representatives acting within the scope of their employment or agency.

III. PERSONS INVOLVED

The persons known to Ms. Kelley to have been involved in the events giving rise to this Notice include, without limitation:

- Dr. Ryterband;
- Dr. Robinson;
- Elizabeth Seinsteinst;
- Molly Turner-King;
- Melissa Stinson-Waddel;
- Kathy Hewett;
- Peter Iverson;
- Kathy Hertz;
- other Monroe County commissioners, officials, supervisors, Human Resources/Employee Services personnel, and Health Department personnel whose identities may be established through investigation and discovery.

Ms. Kelley reserves the right to identify additional persons as additional facts become known.

IV. FACTUAL BASIS OF THE CLAIM

Ms. Kelley was employed by Monroe County as a Health Administrator. During her employment, she was subjected to unwelcome, inappropriate, sexually charged, and gender-based conduct by Dr. Ryterband.

Among other things, Dr. Ryterband repeatedly told Ms. Kelley that she loved her and that she wanted to be Ms. Kelley's "partner." These comments were repeated during and after one-on-one meetings and other workplace interactions. On one occasion, Dr. Ryterband told Ms. Kelley that she loved her while making a gesture resembling blowing kisses as she walked backward toward the door.

Dr. Ryterband also sent Ms. Kelley a text message containing a photograph of ExtenZe maximum-strength male enhancement gels accompanied by a sexually suggestive comment concerning males attempting to "overcompensate."

On another occasion, Dr. Ryterband stood immediately beside Ms. Kelley while Ms. Kelley was seated at her desk, placing Dr. Ryterband's breasts directly beside Ms. Kelley's face and creating an extremely uncomfortable situation from which Ms. Kelley could not readily move away.

Dr. Ryterband repeatedly made comments such as "love you," "love you dear," and similar comments when leaving conversations with Ms. Kelley. She repeatedly expressed that she wanted to be Ms. Kelley's partner.

Ms. Kelley found this conduct unwelcome and inappropriate. Because Dr. Ryterband held a position of authority and influence, Ms. Kelley reasonably feared that objecting to the conduct could jeopardize her employment.

Additionally, Dr. Ryterband often insisted her personal gmail account be used for communications. Ms. Kelley also continued to seek communication boundaries and expectations with Dr. Ryterband from Dr. Robinson.

The inappropriate conduct was not limited to Ms. Kelley. In September 2025, personnel at Indiana University Health contacted Ms. Kelley concerning sexually inappropriate comments made by Dr. Ryterband during a visit with nurses. Ms. Kelley was informed that Dr. Ryterband had made an extremely sexually explicit comment concerning members of the County Council and that the conduct was making IU Health personnel uncomfortable.

Ms. Kelley reported this matter to Monroe County Human Resources/Employee Services and specifically sought assistance concerning the inappropriate conduct. Ms. Kelley explained that she was not Dr. Ryterband's supervisor and did not know how she could require Dr. Ryterband to stop engaging in such conduct.

Ms. Kelley reasonably expected Monroe County to investigate and address the conduct. Instead, the inappropriate conduct continued.

Ms. Kelley subsequently disclosed additional concerns regarding Dr. Ryterband to County officials, including Dr. Robinson. Ms. Kelley specifically communicated that Dr. Ryterband's conduct was inappropriate, that it made people uncomfortable, and that Ms. Kelley was afraid that she would lose her job if she complained.

As Ms. Kelley attempted to establish appropriate professional boundaries, Dr. Ryterband became increasingly hostile, accusatory, demanding, and negative toward Ms. Kelley.

Dr. Ryterband repeatedly demanded meetings with Ms. Kelley and expressed frustration that Ms. Kelley did not want to spend additional time with her or attend events with her. Ms. Kelley became increasingly uncomfortable being alone with Dr. Ryterband and attempted to maintain appropriate professional boundaries.

The resulting workplace environment caused Ms. Kelley substantial anxiety and emotional distress. She sought professional therapy, and substantial portions of her therapy concerned the workplace problems involving Dr. Ryterband.

Ms. Kelley also contacted the County Employee Assistance Program concerning the continuing problems. On June 18, 2026, Ms. Kelley informed Dr. Ryterband that she was not comfortable meeting with her and the new Human Resources Director. Ms. Kelley explained that she had contacted the Employee Assistance Program and was working with a private therapist because she had lost trust in County Employee Services.

Following this disclosure, Dr. Ryterband stopped communicating with Ms. Kelley for a period of time and failed to respond to Ms. Kelley's work-related emails.

When communication resumed, Dr. Ryterband continued communicating with Ms. Kelley in an accusatory and hostile manner.

During a later conversation, Dr. Ryterband again stated that she had told Ms. Kelley from the beginning that she wanted to be her “partner.”

Ms. Kelley ultimately experienced physical symptoms associated with the stress and anxiety caused by the workplace situation, including severe headaches, vomiting, and elevated blood pressure. On one occasion, following an extended telephone conversation with Dr. Ryterband, Ms. Kelley became physically ill and remained ill for days.

Ms. Kelley informed Dr. Ryterband that communications and meetings with her were causing anxiety and that she felt disrespected. Dr. Ryterband responded, “so you feel threatened by me.”

Ms. Kelley thereafter attempted to obtain assistance from County Employee Services and requested that communications and meetings with Dr. Ryterband be structured in a manner that would provide reasonable professional boundaries, including shorter meetings and documented communications. Ms. Kelley did not receive the assistance she requested.

Ms. Kelley continued to report and oppose inappropriate conduct and continued to express concerns regarding Dr. Ryterband’s treatment of employees and applicants.

In late August 2026, for example, Ms. Kelley participated in an interview involving a nurse candidate. During the interview, Dr. Ryterband questioned the applicant concerning her health, including whether she had “long COVID,” the extent of her back limitations, and other health-related matters. Dr. Ryterband subsequently expressed the opinion that the applicant could not perform the nursing position because of “hormonal issues.”

Ms. Kelley objected to this type of treatment and expressed concern that such statements could constitute discrimination.

By September 2026, Ms. Kelley had continued to seek assistance concerning Dr. Ryterband’s conduct but was afraid to communicate privately with County officials because she believed that Dr. Ryterband was requiring herself to be included in communications concerning Ms. Kelley.

V. TERMINATION AND RETALIATION

On September 10, 2026, Ms. Kelley was summoned to a meeting attended by Dr. Ryterband, Dr. Robinson, Melissa Stinson-Waddel, and Molly Turner-King.

At the meeting, Ms. Kelley was told that there were concerns regarding her ability to perform her job.

Ms. Kelley was then given two choices: involuntary termination or voluntary resignation.

Ms. Kelley immediately stated that she believed the action was retaliation.

Ms. Kelley requested time to consider her options. Although she was initially told that she had to decide immediately, she was subsequently permitted to make a telephone call.

The County thereafter provided a proposed letter stating that the County had concerns regarding Ms. Kelley’s ability to perform her required job duties, including effective communication.

Ms. Kelley disputed those allegations and pointed out that she had an extensive collection of emails demonstrating that she had repeatedly attempted to communicate with Dr. Ryterband and that Dr. Ryterband frequently failed to respond.

No meaningful documentation was provided identifying specific performance deficiencies that justified termination.

Ms. Kelley believes, and the facts support, that the stated reasons for the adverse employment action were pretextual and that the actual reasons included her complaints concerning sexual harassment and gender discrimination, her opposition to inappropriate conduct, her refusal to submit to inappropriate and unwelcome treatment, and her attempts to establish appropriate workplace boundaries.

VI. TORTIOUS CONDUCT

The foregoing conduct constitutes, or may constitute, various torts and actionable wrongs under Indiana law for which Monroe County may be liable, subject to applicable statutory provisions and defenses.

Without limiting the claims that may ultimately be asserted, Ms. Kelley presently identifies the following tortious conduct:

1. **Retaliatory discharge / wrongful discharge in violation of Indiana public policy**, to the extent recognized and applicable under Indiana law;
2. **Intentional infliction of emotional distress**, arising from the extreme and outrageous conduct directed toward Ms. Kelley and the County's failure to appropriately address known misconduct;
3. **Negligent infliction of emotional distress**, to the extent permitted by Indiana law;
4. **Negligent hiring, retention, supervision, and/or failure to take reasonable corrective action**, arising from Monroe County's knowledge or notice of inappropriate conduct and its failure to take appropriate action;
5. **Breach of applicable duties owed to Ms. Kelley under Indiana law**, including duties arising from the employment relationship and Monroe County's knowledge of the circumstances affecting Ms. Kelley;
6. **Other tortious conduct and derivative liability** arising from the acts and omissions of Monroe County's employees, agents, supervisors, and officials acting within the scope of their employment or agency.

Ms. Kelley further reserves all claims against individual actors to the extent permitted by law.

This Notice is not intended to provide an exhaustive list of every legal theory or factual basis that may ultimately be asserted. Ms. Kelley reserves the right to amend, supplement, or further particularize her claims as additional facts and documents become available.

VII. DAMAGES AND LOSSES

As a direct and proximate result of Monroe County's conduct, Ms. Kelley has sustained and continues to sustain substantial damages, including, without limitation:

- loss of employment;
- lost wages and salary;
- loss of employee benefits;
- loss of future earning capacity;
- emotional distress;
- anxiety;
- humiliation;
- mental anguish;
- physical symptoms and illness associated with the conduct;
- medical and counseling expenses;
- damage to her professional reputation;
- loss of professional opportunities;
- other economic losses;
- other compensatory damages recoverable under Indiana law; and
- attorney fees and litigation expenses to the extent authorized by applicable law.

Because Ms. Kelley's damages continue to accrue and because the full extent of her economic and noneconomic damages cannot yet be calculated with precision.

Ms. Kelley specifically reserves the right to seek all damages permitted by law, including damages accruing after the date of this Notice.

VIII. TIME AND PLACE OF LOSS

The acts and omissions giving rise to this Notice occurred primarily during Ms. Kelley's employment with Monroe County, including at the Monroe County Health Department and through County communications and meetings.

The conduct occurred over an extended period, including during 2025 and 2026, with continuing and escalating adverse treatment through September 2026.

The most recent and significant loss occurred on or about September 10, 2026, when Ms. Kelley was informed that she would be involuntarily terminated unless she resigned.

The tortious conduct, damages, and consequences are continuing.

IX. NOTICE OF INTENT TO PURSUE CLAIMS

Ms. Kelley hereby provides Monroe County with formal notice that she intends to pursue claims arising from the foregoing conduct pursuant to the Indiana Tort Claims Act and applicable Indiana law.

This Notice includes claims arising from the conduct of Monroe County and its employees, agents, supervisors, officials, and representatives, including claims based upon their acts and omissions, their knowledge of the conduct described herein, their failure to investigate or correct the conduct, their participation in or ratification of the conduct, and the retaliatory actions taken against Ms. Kelley.

Ms. Kelley further contends that Monroe County's actions violated Indiana public policy and that the County and its responsible employees may be liable for tortious conduct under Indiana law.

Nothing in this Notice shall be construed as limiting Ms. Kelley's separate claims under federal law, including claims under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., or any other applicable federal or state law.

X. PRESERVATION OF EVIDENCE

Ms. Kelley demands that Monroe County preserve all documents, electronically stored information, emails, text messages, personnel records, Human Resources records, Employee Services records, communications, notes, meeting records, recordings, calendars, employment records, complaints, investigations, policies, disciplinary records, and other evidence concerning:

1. Ms. Kelley's employment;
2. her complaints and reports concerning Dr. Ryterband;
3. Dr. Ryterband's conduct toward Ms. Kelley and other employees;
4. complaints by other employees concerning Dr. Ryterband;
5. communications with Indiana University Health concerning Dr. Ryterband;
6. communications among County commissioners and officials concerning Ms. Kelley;
7. Ms. Kelley's performance and alleged performance deficiencies;
8. the decision to terminate or require Ms. Kelley's resignation;
9. the September 10, 2026 meeting; and
10. all other matters relating to the claims described in this Notice.

This preservation demand includes electronically stored information and communications contained on County-owned devices, personal devices used for County business, email accounts, text-message platforms, messaging applications, cloud services, computers, servers, databases, and other electronic systems.

XI. CONCLUSION

This Notice is provided to Monroe County pursuant to the Indiana Tort Claims Act and is intended to satisfy all applicable statutory notice requirements.

Ms. Kelley contends that Monroe County, through its employees, agents, supervisors, officials, and representatives, subjected her to unlawful and tortious conduct, failed to take appropriate action after receiving notice of inappropriate conduct, retaliated against her for exercising protected rights and opposing unlawful conduct, and ultimately terminated her employment or forced her to choose between termination and resignation.

Ms. Kelley demands that Monroe County preserve all relevant evidence, investigate these claims, and provide appropriate compensation for all damages caused by the County's conduct.

Ms. Kelley reserves all rights and remedies available under Indiana and federal law.

Respectfully submitted,

/s/ Mark Waterfill