

THE HONORABLE RICHARD MCDERMOTT
Notice for Hearing: August 21, 2015 at 9:30 a.m.
Moving Party

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR KING COUNTY

RAMON ANEL,

Plaintiff,

v.

FRANCISCAN MEDICAL GROUP, a
Washington Corporation; FRANCISCAN
HEALTH SYSTEM, a Washington Corporation;
and CATHOLIC HEALTH INITIATIVES, a
Colorado Corporation,

Defendants.

No. 14-2-10378-6 KNT

DECLARATION OF RAMON ANEL IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PARTIAL SUMMARY
JUDGMENT

1 I, Ramon Anel, being duly sworn under penalty of perjury under the laws of
2 Washington State do depose and say:

3 1. I am the Plaintiff in the above-captioned matter. I am competent to testify in
4 the matters set forth below.

5 2. I was employed by Defendants Franciscan Medical Group (“FMG”),
6 Franciscan Health System (“FHS”), and Catholic Health Initiatives (“CHI”) beginning in
7 2008. Dr. Dean Field (one-time President of FMG and currently a Vice President for FHS)
8 fired me on October 14, 2013.

9 3. Throughout my employment for Defendants, and ever since my termination, I
10 have resided in Gig Harbor, Washington, where I live have lived with my wife and our three
11 children since I began working for the Defendants.

12 4. Throughout my employment, I served in multiple roles for both FHS and FMG
13 (which is owned by FHS). I was paid for all my work at both FMG and FHS by CHI (which
14 owns FHS) in a single paycheck every pay period.

15 5. When Defendants hired me, I was the first nephrologist (kidney doctor)
16 employed by Defendants FMG and FHS. I worked long hours to create a Nephrology
17 Department for FMG—a Department that did not exist when I was first hired. Nephrologists
18 treat kidney diseases, at times via dialysis therapy.

19 6. As the Nephrology Department grew, FMG and FHS needed doctors to serve
20 as “Medical Directors” overseeing various clinics and dialysis units. Defendants asked me to
21 personally to take on three separate medical directorships, two for FHS and one for FMG.
22 First, in 2009, Jim Good (a Vice President at FHS) asked me to become the Medical Director
23 at the St. Joseph Dialysis Center in Puyallup (one of FHS’ dialysis units). In this job, I
24 provided medical oversight for the delivery of dialysis therapy to patients with end-stage
25 kidney disease. I ensured the dialysis treatments patients received at my unit were safe and
26 met the required quality of care. FHS gave me a written contract for this position (which I’ll

1 refer to as the “Puyallup Directorship”). The written contract said I would be paid an hourly
2 rate of \$140.00 for my work as Medical Director at the St. Joseph Dialysis Center in Puyallup,
3 up to a limit of \$43,600.00 per year (which was an average of roughly 26 hours per month).

4 7. A few months later, Vice President Good asked me to take on a second
5 directorship for FHS, serving as Quality Medical Director for FHS’ entire nephrology service
6 line (I’ll refer to this as the “Quality Directorship”). Mr. Good told me that FHS needed
7 someone to oversee the quality of the services provided by the service line and, more
8 importantly, the standardization of a number of treatment protocols that are implemented in
9 all of FHS’ dialysis units (there were several dialysis units, each with their own Medical
10 Director, like I was the Medical Director at the St. Joseph Dialysis Center in Puyallup). Mr.
11 Good and I verbally agreed on the terms of this directorship. We agreed that I would become
12 this new Quality Director, we agreed on the job duties I would perform for this directorship,
13 and we agreed that I would be paid hourly for this work at the same rate as my directorship for
14 the St. Joseph Dialysis Center in Puyallup. Neither of us discussed any limit or “cap” on the
15 number of hours I could bill for this directorship, and we did not discuss how long this
16 directorship would last. Thus, unlike my Puyallup Directorship, there was no cap on the
17 number of hours I could bill for the Quality Directorship. Mr. Good also promised me that he
18 intended to eventually put this contract in writing like the Puyallup Directorship, but
19 Defendants never did so.

20 8. Around this time period, I also became the Medical Director for Northwest
21 Nephrology—a group of nephrologists practicing at FMG. In this role, I exercised general
22 oversight over the operations at an FMG-owned nephrology clinic with several locations—
23 and I specifically exercised oversight over medical providers in the clinic. I received a written
24 contract to perform this directorship at a rate of \$110.00 per hour, plus \$800.00 annually per
25 full time employed provider I supervised.
26

1 9. Throughout all my time working for Defendants, I was also working as a
2 nephrologist for FMG. In this job, I treated patients with kidney diseases, at times through
3 dialysis therapy performed at FHS facilities. In this capacity, I received a salary that varied
4 depending on my productivity.

5 10. I submitted a timesheet to Defendants at the end of each month, listing the
6 hours I had worked in my two FHS directorships (the Quality Directorship and Puyallup
7 Directorship). Each of these timesheets was clearly labeled, on the top of the timesheet, as
8 listing hours worked for both directorships.

9 11. I received a single paycheck from CHI each pay period. In that paycheck I
10 received compensation from my directorships and from seeing patients as a nephrologist. The
11 single check from CHI did not clearly differentiate what payments were from work as a
12 nephrologist and what payments were from my directorships.

13 12. For months after I began working my Quality Directorship, I assumed I was
14 being paid for all the hours I billed on my medical director timesheets. It was difficult to tell
15 what hourly wages I was being paid for the directorships, because each of my pay periods I
16 received varying amounts of pay based on my changing productivity as a nephrologist. But a
17 year or so after I began the Quality Directorship, I looked closely at past payments I had
18 received, and I realized Defendants had never paid me anything for the Quality Directorship
19 work that I had performed and submitted on timesheets. In fact, I ultimately learned that
20 Defendants refused to pay me more than \$43,600 per year for my combined work on the two
21 FHS directorships, despite signing off on my timesheets for both directorships that entitled me
22 to pay for both. They arbitrarily applied the annual cap for my work on the Puyallup
23 Directorship to the hours I worked on both directorships combined.

24 13. When I realized Defendants were not paying me for the work I was doing on
25 the Quality Directorship, I protested to numerous executives. First, I protested to Mr. Good,
26 who assured me that I would be paid for this work. He told me to keep doing the Quality

1 Director work, that I would get my missing pay, and a contract would be forthcoming. Soon
2 after, however, Mr. Good retired. At that point I still had not received any pay for my Quality
3 Director work, so I complained to numerous other FHS/FMG executives about the withheld
4 pay throughout the next several years, including Greg Semerdjian (Senior VP/Chief Medical
5 Officer for FHS), Carole Peet (President of FHS' St. Anthony Hospital, and Executive in
6 charge of FHS Nephrology Services), Nancy Gallagher (Regional Director for Nephrology for
7 FHS), Kevin Jenkins (Ms. Gallagher's successor), Dr. Mark Adams (Chief Medical Officer of
8 FHS, succeeding Dr. Semerdjian), and Dennis Popp (Interim Executive-in-charge, succeeding
9 Carole Peet).

10 14. Carole Peet told me to keep performing the Quality Director work because the
11 work was necessary and they needed a Quality Director, but I was also told that I would need
12 to cap the combined hours I performed for the two FHS directorships (Puyallup Directorship
13 and the Quality Directorship) at 43 total hours per month. Given Ms. Peet's assurances, I
14 continued performing both directorships and kept track of the time I worked on the two FHS
15 directorships, limiting the hours I billed for my FHS directorships to 43 combined hours per
16 month. But Defendants still did not pay me any of the unpaid wages I had earned for the
17 Quality Directorship, which I referred to as "backpay."

18 15. I had been told repeatedly that I would be paid, I would be getting a contract
19 and to just hold on. It was very frustrating because I kept being assured that I would be paid
20 and that I would get a contract for the Quality Medical Director position. I did not know how
21 else to get their attention. I did not want to give up the essential and needed work that I had
22 been doing, but I still was still not getting paid for it despite repeatedly being assured that I
23 would be paid.

24 16. Finally, I told several of Defendants' executives that because Defendants had
25 promised to pay me but were not following through and paying me for past and current work
26 as the Quality Director, I was going to stop submitting my timesheets for the two FHS

1 directorships as a form of protest to get their attention until they agreed to pay me the wages I
2 was owed. But despite this protest along with multiple attempts to get paid, Defendants were
3 not paying me for this work that they knew I was doing and that they also agreed needed to be
4 done.

5 17. At that point after essentially being strung along with promises to pay but no
6 action, I decided to resign from my two FHS directorships. I submitted my resignation from
7 those two FHS directorships in 2012, as another form of protest for not being paid all the
8 wages I was owed. I did not resign from my FMG directorship or from my job as a
9 nephrologist for Defendants. Around this same time, my colleague Dr. Rajnikanth
10 Narayanan—another nephrologist/medical director—informed me that Defendants were also
11 refusing to pay him for all the hours he billed as a medical director. This appeared to be a
12 pattern of Defendants’—to refuse to pay all the wages employees had earned.

13 18. After I resigned, Dr. Dean Field (at one time the President of FMG, and
14 currently a Vice President at FHS) talked with me about my resignation from the two FHS
15 directorships. He asked me to resume performing my FHS directorships after listening to my
16 concerns over nonpayment. At the time, Dr. Field assured me that my concerns over non-
17 payment of wages were valid and as he promised that I would be paid.

18 19. I relied on that promise along with all the other previous promises and agreed
19 to return to the Puyallup Directorship. I did, however, refuse to return to the Quality
20 Directorship until Defendants had paid me first for the work I had performed as Quality
21 Director.

22 20. I also submitted the timesheets I had been withholding, expecting that I would
23 now be paid wages for my past work, and could eventually resume my position as Quality
24 Director. However, it was very disappointing to once again not get paid despite multiple
25 promises.
26

1 21. By October 2012, Defendants still did not pay me for the Quality Directorship
2 even though the time was signed off and approved by the administrators responsible, I should
3 have been paid. Disappointingly, I still was not paid. At that point, I complained to Dr. Field
4 and to Dr. Steven Spare (Dr. Field's successor as President of FMG) about the ongoing
5 nonpayment of wages given that I had been repeatedly assured payment and it never
6 happened. In a meeting with President Spare, I said I would again resign from my Puyallup
7 Directorship as further protest over the nonpayment of wages, but President Spare threatened
8 to fire me altogether (including firing me as a nephrologist, my primary source of income) if I
9 did so. Out of fear for my job, I continued performing my two remaining directorships (the
10 FHS Puyallup Directorship and my FMG Directorship), but I continued protesting the
11 withholding of wages throughout the rest of my employment.

12 22. Throughout the rest of my employment, I continued submitting timesheets
13 listing the hours I worked as the Puyallup Director but they began randomly and capriciously
14 reducing my time without any basis throughout 2013. Defendants began literally crossing off
15 hours I listed on my timesheets and paying me reduced wages for my Puyallup Directorship. I
16 would submit my timesheets, but then Kurt Schley (President of St. Anthony Hospital and
17 Executive-in-charge of FHS Nephrology throughout 2013) would sign the timesheets with the
18 hours crossed off or altered. He did not supervise me, and was never even present to see my
19 work. I protested when this happened, and insisted that Defendants pay me for all the hours I
20 had billed on my timesheets. I had worked those hours and earned those wages.

21 23. I was told that my time was being reduced on the timesheets I submitted
22 because they did not believe it was productive time. This was shocking to me. None of these
23 people who reduced the time had the education, training, or credentials to reach this
24 conclusion. None of them were even trained as nephrologists. There was absolutely no
25 justification to claim the work was not productive. Just as concerning is the fact that these
26 administrators thought they could unilaterally decide to not pay me for hours I worked,

1 tracked, and recorded. They did this even when the agreement was to pay me by the hour for
2 the time at a set rate, and absolutely no basis existed to reduce my time. In fact, they made
3 these reductions without even consulting with me.

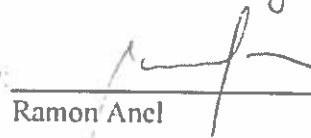
4 24. I did the work. I documented the time. I should have been paid for it. Besides
5 this experience with Defendants, I have never heard of any employer being able to subtract
6 hours worked from an employee's time sheet, and arbitrarily decide not to pay them. I do not
7 think it was legal.

8 25. During this same timeframe, I learned Defendants were doing the same thing to
9 Dr. Narayanan who had also raised similar complaints about not being paid wages. I protested
10 Defendants' actions (withholding both my wages and wages of other employees) in meetings
11 with Dean Field and other executives throughout the summer of 2013 and up until Defendants
12 fired me in October 2013.

13 26. On October 14, 2013, Dean Field approached me at work and, without any
14 prior notice, fired me. I asked Dr. Field why I was being fired, and Dr. Field said it was not a
15 "for cause termination," and it had nothing to do with my skills as a physician. Instead, he
16 said Defendants were firing me because I supposedly couldn't be a part of Defendants'
17 "team." I asked him for an explanation of what that meant and why I was really fired. Dr.
18 Field said the perception was that I had never been able to "let go" of the unpaid wage issues.
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1 I certify or declare under penalty of perjury under the laws of the State of Washington
2 that the foregoing is true and correct.
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4 SWORN TO this 24th day of July, 2015 at Gig Harbor, Washington.
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6 By: 
7 Ramon Anel
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1 **DECLARATION OF SERVICE**

2 I hereby certify under penalty of perjury under the laws of the State of Washington
3 that on the date listed below I caused to be served a copy of the attached document to the
4 following attorneys for Defendants in the manner indicated below at the following addresses:

5 Michael Madden, WSBA No. 8747
6 Bennett Bigelow & Leedom, P.S.
7 601 Union Street, Suite 1500
8 Seattle, WA 98101-1363
9 Telephone: (206) 622-5511
10 Facsimile: (206) 622-8986
11 Email: mmadden@bblaw.com

- by Electronic Mail
- by Facsimile Transmission
- by First Class Mail
- by Hand Delivery
- by Overnight Delivery
- by Notification via E-filing System

12 Sean Robert Gallagher, Admitted *Pro Hac Vice*
13 Megan-Elise Harry, Admitted *Pro Hac Vice*
14 Richard M. Murray, Admitted *Pro Hac Vice*
15 Polsinelli PC
16 1515 Wyncoop Street, Suite 600
17 Denver, CO 80202
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- by Facsimile Transmission
- by First Class Mail
- by Hand Delivery
- by Overnight Delivery
- by Notification via E-filing System

21 DATED this 24th day of July, 2015, at Seattle, Washington.

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23 _____
24 ERICA BRUNETTE
25 Paralegal
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