

1  
2 THE HONORABLE RICHARD MCDERMOTT  
3 Notice for Hearing: August 21, 2015 at 9:30 a.m.  
4 Moving Party  
5  
6  
7

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

10 RAMON ANEL,

11 Plaintiff,

12 v.

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

15 Defendants.  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

No. 14-2-10378-6 KNT

SUPPLEMENTAL DECLARATION OF  
SCOTT C. G. BLANKENSHIP IN  
SUPPORT OF PLAINTIFF'S MOTION  
FOR PARTIAL SUMMARY  
JUDGMENT

1 I, Scott C. G. Blankenship, being duly sworn under penalty of perjury under the laws  
2 of Washington State do depose and say:

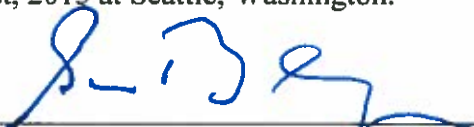
3 1. I am the lead attorney at The Blankenship Law Firm, P.S., and counsel of  
4 record for Dr. Ramon Anel in the above-captioned matter. I am competent to testify in the  
5 matters set forth below.

6 2. Attached as Exhibit N are true and correct copies of excerpts from the  
7 deposition of Dean Field.

8 3. Attached as Exhibit O are true and correct copies of excerpts from the  
9 deposition of Kurt Schley.  
10  
11  
12

13 I certify or declare under penalty of perjury under the laws of the State of Washington  
14 that the foregoing is true and correct.  
15

16 SWORN TO this 17<sup>th</sup> day of August, 2015 at Seattle, Washington.

17  
18 By:   
19 Scott C. G. Blankenship

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

21 DATED this 17<sup>th</sup> day of August, 2015, at Seattle, Washington.

22   
23 \_\_\_\_\_  
24 ERICA BRUNETTE  
25 Paralegal  
26

# **Exhibit N**

**Deposition of  
DEAN FIELD**

**Ramon Anel  
v.  
Franciscan Medical Group, et al.**

**March 19, 2015**



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1           apparently Dr. Narayanan and Dr. Anel -- the position  
2           from the defendants in this case is that they billed  
3           for a meeting they didn't attend; is that right?

4           A. To my knowledge.

5           Q. And so tell me what you know about that.

6           A. After the -- after the development of the nephrology  
7           governance committee, or the joint operating  
8           committee, and -- and a -- and a review of the  
9           guidelines about time sheets submissions, there were  
10          submissions by -- by Ramon, and the -- the director  
11          of the dialysis units questioned some of the hours  
12          because Ramon had submitted attending meetings. And  
13          yet, according to the director, those meetings had  
14          been canceled and were not held.

15          Q. Are we talking about a single meeting?

16          A. Um...

17          Q. Or is -- what do you recall?

18          A. Again, I did not review each one of the time sheets.  
19          There were multiple time sheets where there were  
20          questions. I knew -- I know one of those  
21          circumstances were a submission for meetings that did  
22          not occur.

23          Q. So you're saying meetings, plural?

24          A. What I'm saying is there -- there were multiple time  
25          sheets submitted that were in question. I don't know

1 if there were multiple meetings that were in  
2 question.

3 Q. Okay.

4 A. Okay.

5 Q. Now, do you know what meeting this was or where the  
6 meeting was or if it was the only meeting that  
7 Dr. Anel attended during that time frame or had the  
8 right to attend as a director?

9 A. I -- I'm -- I'm confused about -- what's -- what's  
10 the question?

11 Q. Well, the question is this --

12 A. Okay.

13 Q. -- what do you recall about this? Do you recall --  
14 was there something on a time sheet that said, on it,  
15 a specific meeting on a specific date at a specific  
16 time that Dr. Anel said he was there for? Or was it  
17 just generally submitting time for a meeting or  
18 meetings in general?

19 A. What I recall is that I was contacted by Marla -- and  
20 I -- and I don't recall if Kurt as well -- and that,  
21 on the -- the time sheet, there were a number of  
22 entries that they couldn't authenticate.

23 Q. I understand that. And I've talked to President  
24 Schley about that.

25 A. Right.

1 that meeting was that -- that -- that Steve expressed  
2 that, you know, there was the possibility that Ramon  
3 would not continue to be an FMG physician without  
4 changes in behavior.

5 I -- I believe the written notice that I  
6 shared with Ramon in the summer also stated that  
7 removal from service, or termination, was -- was a  
8 possibility.

9 Q. Okay. So let's talk about that day.

10 A. Okay.

11 Q. So you --

12 MR. GALLAGHER: Can I ask which day we're  
13 talking about here?

14 MR. BLANKENSHIP: October 14th, 2013.

15 MR. GALLAGHER: Thanks.

16 Q.(MR. BLANKENSHIP continuing) On October 14th, 2013,  
17 your -- you and Cheree Green arrived at Dr. Anel's  
18 clinic?

19 A. Correct.

20 Q. And just tell me what happened. What did you do?

21 A. You know, we asked to meet with -- with Ramon at  
22 the -- at the end of day. And we arrived, and Ramon,  
23 I -- if I recall, was finishing up with a patient.  
24 So -- so we waited. When Ramon was available, Cheree  
25 and I went into one of the examination rooms and --



1 and I had the conversation with Dr. Anel. Basically  
2 expressed to him, at that time, that we were not  
3 going to continue his contract; that were we -- we  
4 were going to exercise the 90-day release, or  
5 termination without cause; and that he would be paid  
6 for the remainder of that 90 days.

7 And, at that time, all of his participation  
8 for Franciscan, including not only the ambulatory  
9 setting but also the inpatient setting, was being  
10 relieved. And that that would be inclusive of his --  
11 his responsibilities for call coverage at -- at  
12 Franciscan Health System.

13 Q. Okay. And what was his reaction?

14 A. I -- I don't know what -- you know, he -- he was --  
15 he was calm. He -- he expressed that, you know, that  
16 was not his choice. But he was -- he was not -- he  
17 was not either extremely aggressive nor -- you know,  
18 he didn't seem overly surprised. I -- it was -- it  
19 was an uncomfortable situation, as anybody -- that  
20 when you talk about not continuing their contract.

21 Q. Did he ask you why? Do you remember that?

22 A. I -- I believe we had a conversation about why.

23 Q. And what did -- what did you say?

24 A. Much like we -- we discussed here, it -- for me, it  
25 was about the collegial relationship and developing

1 relationships with -- with the system of -- of care  
2 that we're part of. We're -- we're part of, you  
3 know, CHI National. And we have -- we have to work  
4 within the guiding principles of that organization.

5 And that requires us, as physicians, to -- to  
6 be able to interact with hospital presidents, CMOs,  
7 different administrators, as well as clinic-based  
8 administrators, and -- and working in collaboration  
9 rather than just as an independent physician.

10 Q. Do you remember telling him that he -- that he never  
11 dropped the issue of getting paid for his  
12 compensation and that you thought that that was a  
13 problem?

14 A. My recollection of our conversation was that Ramon  
15 did struggle in letting go past history, meaning that  
16 he repeatedly brought up to me that he felt slighted  
17 by having to work with Dr. Martin, that he felt  
18 that -- that we --

19 Q. My question was about wages. You can get in -- I  
20 said, did -- do you remember -- I mean, maybe you're  
21 getting around to it -- but I want to ask you,  
22 specifically, part of what you told him was that  
23 he -- that he -- that part of the problem was he  
24 wouldn't let go on wanting to get paid for past  
25 compensation, right?

1 A. I don't know that that was the -- the sole reason  
2 that I gave --

3 Q. I'm not saying it's the sole reason, but that was a  
4 reason you gave him, right?

5 A. It -- it may have been one of the examples that I  
6 used.

7 Q. Okay. And you said something about Dr. Martin?

8 A. Thomas Martin.

9 Q. Okay. Did you mention that to him as well?

10 A. I -- I -- I believe I did at that encounter.

11 Q. Okay. Anything else you recall telling him as for  
12 the reasons why?

13 A. It had primarily to do with his interaction with --  
14 with leadership across the organization and -- and  
15 also with his peers.

16 Q. Okay. So what peers -- did you tell him that there  
17 were -- and I'm asking what you said, not --

18 A. Okay.

19 Q. -- not why you did it.

20 A. No, no. I understand.

21 Q. Did you discuss, with him, issues with respect to him  
22 getting along with, quote/unquote peers?

23 A. I don't know if, at that encounter, I discussed that  
24 with him or not.

25 Q. Okay. Do you remember anything else you said to him

# **Exhibit O**

**Deposition of  
KURT SCHLEY**

**Ramon Anel  
v.  
Franciscan Medical Group, et al.**

**March 17, 2015**



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1 have -- I'd have to research her name.

2 Q. Was this the person that was fired shortly after  
3 Dr. Anel was fired?

4 A. I believe so, yes.

5 Q. So she would have been the person that, you know,  
6 verified whether or not Dr. Anel was lying on his  
7 time sheets?

8 A. When the time sheets were submitted to Marla, Marla  
9 would pick up the phone and ask questions of that  
10 on-site person, yes.

11 Q. Okay. And so are you saying that -- that Dr. Anel  
12 and Dr. Narayanan were lying on their time sheets?

13 A. I'm saying we weren't able to validate hours that  
14 they submitted, and when hours were not able to be  
15 validated, we reduced payment, and then we would talk  
16 with them about: Do you want to talk further about  
17 how we can provide us with information that can help  
18 us pay the greater hours, or how do we, on a  
19 going-forward basis, make sure that the hours  
20 submitted are documentable?

21 Q. You know, so you're saying with respect to, like,  
22 checking water, you would rely on somebody who was  
23 the water person at the clinic? Who would that be?

24 A. We have people in the clinics whose primary  
25 responsibility is just the water checks, and Marla

1 basically talk about terminating Dr. Anel?

2 A. Based on this, I have no reason to disagree with you  
3 that it was not.

4 Q. And there's a reference to refusal to participate in  
5 quality meetings at July governing council meeting.  
6 What is that referring to?

7 A. Governing council -- governing council meeting was  
8 the -- the group that we had set up to direct the  
9 section with nephrologists.

10 Q. And was that -- was that -- was that something that  
11 Dr. Anel was paid to attend?

12 A. It would have been something he was -- he would have  
13 been eligible to be paid to attend, yes.

14 Q. Under what directorship?

15 A. On his hospital-based medical directorship as medical  
16 director of the Puyallup dialysis center.

17 Q. And then below it -- did you write this, by the way?

18 A. This came from my word processor, yes.

19 Q. Okay. And then you -- via status over the past  
20 several months.

21 What is that referring to?

22 A. Again, this is 2013. I believe I was the synthesis  
23 for the agenda from what people wanted to talk about.

24 Q. Okay. And do you know what "status over the past  
25 several months" is referring to, sir?

1 A. Status over the past several months. I think that  
2 would just be a recap on the -- on the overall  
3 situation.

4 Q. And what was that?

5 A. Just how -- how he was functioning within the -- as a  
6 medical director with the service line.

7 Q. And do you recall any specifics about that? How he  
8 was -- how he was performing over the past several  
9 months that would lead to his removal?

10 A. Well, the discussion of his removal at this point,  
11 but it would have been based on these -- these items  
12 here we talked about.

13 Q. The time sheets?

14 A. Yes. And the friction and the continued whatever  
15 over that.

16 Q. Well, what is the -- what friction is in there  
17 besides him requesting pay for hours worked? Is  
18 there any other friction in that stack of documents  
19 you're pointing to?

20 A. Well, if -- if you look at, you know, talking about,  
21 you know, attending a meeting and the meeting was not  
22 held, just that we weren't able to validate the  
23 activity. So I would go by these exhibits here as  
24 part of that -- my reason for the word "friction."

25 Q. Those all relate to him requesting to be paid for



1 time that he submitted for work he did, right?

2 A. Correct. That he asserted he -- he worked.

3 Q. And whose idea was it to, you know, do you remember  
4 who raised the issue about removing him? I mean,  
5 you're saying you just wrote this.

6 A. I wrote this, yeah.

7 Q. Was it your idea to remove him?

8 A. I think it was -- it was a consensus-based decision.  
9 I was kind of the -- I was kind of the --- of the  
10 personalities involved in this meeting, we could talk  
11 about it and talk about it, and I was more of the  
12 organizer. So Steve Spare wanted to do it; he was  
13 extremely busy. I had time and so I did the agenda.

14 Q. And do you recall anything in writing from Steve  
15 Spare saying that he wanted to get rid of Dr. Anel?

16 A. I don't recall that.

17 Q. And then so timing and plan for removal, what does  
18 that mean?

19 A. That was just -- if that decision was going to be  
20 made, how -- how did that want to be -- how did we --  
21 how did that want to be handled? How was that --  
22 what was the timing for that?

23 Q. And did anyone inform Dr. Anel that there was  
24 discussion about potentially terminating his  
25 employment at that time?