

FILED
11-30-2022
CIRCUIT COURT
DANE COUNTY, WI
2022CV002996
Honorable Rhonda L.
Lanford
Branch 16

STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY

DEAN HEALTH SYSTEMS, INC.
D/B/A SSM HEALTH DEAN MEDICAL GROUP,
1808 W. Beltline Highway
Madison, Wisconsin 53713,

Plaintiff,

vs.

Case No. 22-CV-
Case Code: 30301, 30303, 30703

JASON M. SANSONE, M.D.,
4921 Tonyawatha Trail
Monona, Wisconsin 53716,

BRIAN KEYES, D.O.,
196 Tipperary Road
Brooklyn, Wisconsin 53521,

and

MADISON ORTHOPEDICS, LLC,
301 S. Bedford Street, Suite I
Madison, Wisconsin 53703,

Defendants.

SUMMONS

THE STATE OF WISCONSIN, to each person named above as a Defendant:

You are hereby notified that the Plaintiffs named above have filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirement of the statutes. The Answer must be sent or delivered to the Court, whose address is Dane County Courthouse,

215 South Hamilton Street, Room 1000, Madison, Wisconsin, 53703, and to Timothy W. Feeley, Plaintiff's attorney, whose address is Hall, Render, Killian, Heath & Lyman, P.C., 330 E. Kilbourn Avenue, Suite 1250, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

If you do not provide a proper Answer within forty-five (45) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 30th day of November, 2022.

HALL, RENDER, KILLIAN, HEATH &
LYMAN, PC.

By: /s/ Timothy W. Feeley
Timothy W. Feeley, SBN 1018204
Heather D. Mogden, SBN 1086936
*Attorneys for Plaintiff Dean Health Systems,
Inc., d/b/a SSM Health Dean Medical Group*

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DEAN HEALTH SYSTEMS, INC.
D/B/A SSM HEALTH DEAN MEDICAL GROUP,
1808 W. Beltline Highway
Madison, Wisconsin 53713,

Plaintiff,

vs.

Case No. 22-CV-
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JASON M. SANSONE, M.D.,
4921 Tonyawatha Trail
Monona, Wisconsin 53716,

BRIAN KEYES, D.O.,
196 Tipperary Road
Brooklyn, Wisconsin 53521,

and

MADISON ORTHOPEDICS, LLC,
c/o CT Corporation System, Registered Agent
301 S. Bedford Street, Suite I
Madison, Wisconsin 53703,

Defendants.

COMPLAINT

Plaintiff Dean Health Systems, Inc. d/b/a SSM Health Dean Medical Group (hereafter "Dean Medical Group"), by its attorneys, Hall, Render, Killian, Heath & Lyman, P.C., for its Complaint against Defendants Jason Sansone, M.D., Brian Keyes, D.O. and Madison Orthopedics, LLC, states as follows:

1. This is an action against two of Dean Medical Group's former physician employees and their competing company for violating common law, state statutes and the employment

agreements they signed with Dean Medical Group, as a result of their series of agreed upon actions designed to disrupt, sabotage and harm Dean Medical Group during their employment so that they could open their own competing orthopedic surgery practice to benefit their own personal and financial interests.

IDENTIFICATION OF THE PARTIES

2. Plaintiff Dean Medical Group is a multi-specialty network of physician clinics, including two ambulatory surgery centers, which provides primary and specialized medical care throughout eighteen counties in south central Wisconsin. Dean Medical Group is a part of SSM Health Care Corporation (hereafter “SSM Health”), one of the largest integrated healthcare delivery systems in the United States. Dean Medical Group is a close corporation organized under the laws of the State of Wisconsin, with its principal office located at 1808 W. Beltline Highway, Madison, Wisconsin 53713.

3. Defendant Jason M. Sansone, M.D. (hereafter “Sansone”), is an adult resident of the State of Wisconsin residing at 4921 Tonyawatha Trail, Monona, Wisconsin 53716, whose medical specialty is orthopedic surgery. At all times relevant to the allegations stated herein, Sansone was employed by Dean Medical Group as an orthopedic surgeon and served as its Regional Clinical Program Medical Director, Musculoskeletal, during 2021 and through August 12, 2022. Sansone was one of seventeen (17) orthopedic surgeons employed by Dean Medical Group at all times relevant to the allegations stated herein. Sansone voluntarily resigned from Dean Medical Group on November 9, 2022.

4. Defendant Brian Keyes, D.O. (hereafter “Keyes”), is an adult resident of the State of Wisconsin residing at 196 Tipperary Road, Brooklyn, Wisconsin 53521, whose medical specialty is orthopedic surgery. At all times relevant to the allegations stated herein, Keyes was

employed by Dean Medical Group as an orthopedic surgeon. Keyes was one of seventeen (17) orthopedic surgeons employed by Dean Medical Group at all times relevant to the allegations stated herein. Keyes voluntarily resigned from Dean Medical Group on November 14, 2022.

5. Defendant Madison Orthopedics, LLC (“Madison Ortho”) is a limited liability corporation organized pursuant to the laws of the State of Wisconsin. Upon information and belief, Madison Ortho does not have a current principal place of business, but its registered agent for the service of process in the State of Wisconsin is C T Corporation System, 301 S. Bedford Street, Suite 1, Madison, Wisconsin 53703. Madison Ortho was initially formed on March 15, 2022, as Orthopedic Physicians of Wisconsin, LLC (hereafter “OPW”), but was renamed Madison Ortho on November 9, 2022. Madison Ortho was secretly formed by Sansone and Keyes during their employment at Dean Medical Group and while Sansone was acting as the Regional Clinical Program Director, Musculoskeletal, of Dean Medical Group. Upon information and belief, Sansone and Keyes formed OPW/Madison Ortho for the purpose of competing with Dean Medical Group after their employment terminated.

JURISDICTION AND VENUE

6. This Court has jurisdiction over Defendants Sansone and Keyes pursuant to Wis. Stats. §§ 801.05(1), (3) and (5)(a) & (b), and Defendant Madison Ortho pursuant to Wis. Stat. § 801.05(1)(c).

7. Venue is proper in Dane County, Wisconsin, pursuant to Wis. Stat. § 801.50 (2) (a) & (c) for all claims alleged herein against the Defendants.

FACTS COMMON TO ALL CLAIMS

Defendant Sansone's Employment Agreement with Dean Medical Group

8. Sansone is an orthopedic surgeon who has been employed by Dean Medical Group since about 2013 pursuant to various written employment agreements. Sansone's most recent employment agreement with Dean Medical Group, which was titled "Amended and Restated Employment Agreement," was signed by him on or about January 1, 2021 (hereafter called the "Sansone Agreement"). Like his previous employment agreements, the Sansone Agreement set forth the terms of Sansone's employment as an orthopedic surgeon as well as his duties and obligations to Dean Medical Group both during and after employment.

9. Healthcare in south central Wisconsin is a highly competitive market. In addition to competition among healthcare providers, specialty providers such as orthopedic surgeons are difficult to recruit and to retain. Dean Medical Group, in addition to investing significant recruiting costs, highly compensates its orthopedic surgeons. To compete in the market with other providers, Dean Medical Group also expends considerable time and financial resources to advertise and market its orthopedic surgery department to the communities it serves. Between January 1, 2022 to October 1, 2022, for example, Dean Medical Group spent more than \$315,000 to market its orthopedic surgeons to the community.

10. Because of the highly competitive nature of the industry, the Sansone Agreement set forth several provisions addressing Sansone's expected loyalty to Dean Medical Group during his employment. Among other things, the Sansone Agreement stated that Sansone was to devote the entirety of his professional time and efforts to the practice of medicine for Dean Medical Group consistent with all of Dean Medical Group's policies and procedures. In addition, the Sansone Agreement required that Sansone "faithfully and diligently perform the duties required

of him” during his employment, and not “engage directly or indirectly in any business, calling or enterprise which may be contrary to the welfare, interest, or benefit” of Dean Medical Group.

The specific provisions of the Sansone Agreement in this regard are as follows:

1.1 Status.

Doctor shall devote his or her professional time and effort to the medical practice of the Corporation unless an other than full-time arrangement has been authorized by the Corporation, and shall perform such duties as the Corporation may from time to time prescribe, all consistent with the policies and standards established by the Corporation regarding the services to be performed hereunder. Doctor shall not undertake any professional practice or treat or care for any patient over the objection of the Corporation and shall promptly discontinue same after being requested to do so by the President of the Corporation. All monies earned by the Corporation or Doctor resulting from Doctor’s performance of services related to medicine shall belong to the Corporation consistent with Section 3 and the policies established by the Corporation.

1.2 Scope.

Doctor agrees that, during the term of his or her employment hereunder, he or she w[i]ll, faithfully and diligently perform the duties required of him or her hereunder and further that he or she will not engage directly or indirectly in any business, calling or enterprise which may be contrary to the welfare, interest, or benefit of the Corporation. Doctor shall not violate ... any federal, state or municipal law, statute or regulation.... Doctor shall (i) participate in clinic activities as requested by the Corporation and provide a reasonable amount of charity care in a manner and at times reasonably acceptable to Doctor and the Corporation; (ii) participate and represent the Corporation in marketing and other community service activities as requested by the Corporation....

11. In addition to the provisions set forth above, the Sansone Agreement included post-termination restrictive covenants relating to Sansone’s conduct after his employment by Dean Medical Group. These post-termination restrictions were reasonable, necessary, and limited in scope and were designed to protect Dean Medical Groups’ business interests.

12. One of the post-termination restrictions contained in the Sansone Agreement restricted Sansone’s ability to treat or solicit existing patients of Dean Medical Group for a period

of two years after employment. The restriction defined “existing patient” as any patient Sansone treated in his capacity as an orthopedic surgeon during the three years prior to his termination. Specifically, this restriction stated that for a period of two years after employment, Sansone would not:

In the same medical specialty (e.g., cardiology, urology, family practice, internal medicine) in which the doctor practiced with the Corporation directly or indirectly provide medical services to any existing patient to whom Doctor treated on behalf of the Corporation. An existing patient is any patient to whom Doctor has provided medical services within three years of Doctor’s departure;

13. In addition to restricting his ability to treat existing patients, the Sansone Agreement precluded Sansone, for the same two-year period, from encouraging any “existing patient” from obtaining medical care from a physician not employed by Dean Medical Group. The agreement stated as follows:

Directly or indirectly solicit or encourage any patient covered by subparagraph (1) to obtain medical care from a physician or other health care professional who is not employed by the Corporation where such medical care is available from the Corporation.

14. The Sansone Agreement also contained an employee non-solicitation clause, which stated that for a period of two years after employment, Sansone “shall not indirectly or directly solicit or encourage any physician or licensed health care professional employed or otherwise affiliated with the Corporation during the twelve (12) months preceding Doctor’s termination to terminate their employment or affiliation with the Corporation.”

15. Finally, the Sansone Agreement contained the following restrictions on Sansone’s use of Confidential Information both during and after termination of employment:

6.1 Nondisclosure and Use.

Doctor acknowledges that during his or her employment with the Corporation he or she will have access to Confidential Information of the

Corporation. Doctor further acknowledges that such information will be disclosed to him or her only in connection with Doctor's performance of services for and on behalf of the Corporation. Doctor therefore agrees that such Confidential Information will not be disclosed to any person other than:

- (1) an employee of the Corporation who needs such information to perform his or her duties and who is also subject to a nondisclosure agreement;
- (2) with prior written approval of the President, someone providing services to the Corporation, or
- (3) a government official pursuant to a valid subpoena.

6.2 Use of Confidential Information.

Doctor also agrees not to use any Confidential Information in connection with any other business or activity and that the restrictions on disclosure and use apply while Doctor is employed by the Corporation and after the termination of such employment for any reason.

6.3 Return of Information.

Doctor agrees that he will not copy any Confidential Information except for use in the performance of services for the Corporation and will immediately return both the original and any copies of all Confidential Information upon request or upon termination of employment for any reason.

6.4 Confidential information.

Confidential Information shall mean information about the Corporation's marketing plans, long range plans, employee compensation and any other information provided to Doctor which is marked "Confidential." Doctor acknowledges such information is proprietary, has been developed by the Corporation at significant cost and is not available to the public or its competitors. Doctor understands and agrees that such information shall retain its status as Confidential Information until and unless disclosed to the public by lawful, voluntary and proper means.

6.5 Scope and Limitations.

This section limits Doctor's right to use or disclose the Confidential Information. It is not to otherwise restrict or limit Doctor's occupational or business opportunities and is independent and separate from any noncompetition agreement. Further, this section supplements existing common law and statutory provisions concerning trade secrets. Nothing in this section releases Doctor from any obligations to preserve trade secrets

imposed by such law the Corporation has not waived any right or remedy available to it under such law or statutes.

**Sansone's Leadership Role as Regional
Clinical Program Medical Director, Musculoskeletal**

16. During 2021 and through August 12, 2022, Sansone also was the Regional Clinical Program Medical Director, Musculoskeletal, of Dean Medical Group's orthopedic surgery department (hereafter "Medical Executive"), a high-level administrative and executive position within Dean Medical Group. The most recent amendment to Sansone's Agreement relating to his role as a Medical Executive was effective January 1, 2022, (hereafter the "Amendment").

17. Sansone's role as a Medical Executive allowed Sansone to have a great deal of influence over the direction of Dean Medical Group's orthopedic surgery department. Among other things, he was tasked with identifying ways to ensure that Dean Medical Group's orthopedic surgery program could continue to grow and provide treatment to patients. In addition to Sansone's local leadership role, Sansone also was responsible for providing system-wide medical and executive leadership to SSM Health's regional and system orthopedic programs located throughout the United States. On a national level, Sansone worked with SSM Health Orthopedic Medical Leaders from other SSM Health Regions in the United States, as well as with national SSM Health System Clinical Operations Leadership members, to improve operational and cost efficiency by defining and designing system-wide standards as well as other system-wide improvements. Sansone's role, like that of other SSM Health Medical Executives nationally, also involved planning and implementing SSM Health's strategic goals, vision, and objectives for growth. On a local level, Sansone's leadership role included these same goals and objectives for Dean Medical Group and SSM Health markets in Madison, the greater Fond du Lac area, Janesville, Monroe and Baraboo, Wisconsin. A true and correct copy of Sansone's duties and

responsibilities as a Medical Executive is attached hereto as **Exhibit A** and is incorporated by reference herein.

18. The Amendment of Sansone's Employment Agreement caused the elevation of his status to that of an administrative executive and leader of Dean Medical Group that heightened his fiduciary duties to Dean Medical Group and SSM Health. As a Medical Executive he was a key employee on both a national and local level, and at all times relevant to the claims stated herein he was in a key position of trust and had fiduciary duties of loyalty, good faith, and fair dealing to Dean Medical Group and SSM Health.

19. By virtue of his status as a Medical Executive, Sansone also acquired extensive knowledge of SSM Health and Dean Medical Group marketing plans, marketing studies, long term plans and other information, including plans by SSM Health to provide capital funding for Dean Medical Group for the development of a new ambulatory surgery center devoted to patients needing orthopedic surgery services in the Madison market.

20. To insure Sansone's success as a Medical Executive, Sansone's Agreement was amended to reduce his clinical medical practice obligations from a 1.0 full time equivalent ("FTE") to a 0.50 FTE, so that he could devote at least 50% of his time to his new executive and leadership responsibilities. In addition, Sansone's Employment Agreement was amended so that the amount of his compensation was no longer dependent solely on his clinical production (which was subject to fluctuating patient volumes) but included a guaranteed base salary in addition to other financial incentives. One financial incentive included his participation in an incentive program available only to other medical executives and administrative leaders of Dean Medical Group and SSM Health Care of Wisconsin, Inc. (hereafter "SSM Wisconsin"). As a participant

in the program, Sansone received in 2022 an additional \$150,000 executive bonus for the fulfillment of his Medical Executive duties in 2021.

21. Finally, Sansone's Agreement was amended to provide him with a "smooth transition" for his first year following termination of his Medical Executive duties to ease him back into a full-time 1.0 FTE clinical practice by guaranteeing compensation at the greater of either his prior year's compensation as a Medical Executive, or his production income earned during the first year of his return to a full-time clinical practice.

22. Because of Sansone's prominent administrative and leadership role for SSM Health and Dean Medical Group as a Medical Executive, his Amended Agreement also included an additional post-termination restrictive covenant relating to his ability to act in a similar role for any health care organization after his employment with Dean Medical Group. The additional restriction stated as follows:

RCPMD Covenant Not To Compete. Upon the termination of this Agreement, regardless of the reason of such termination and regardless of whether it is terminated by Doctor or the Corporation, Doctor shall not, for a period of one (1) year from the date of such termination, be employed directly or indirectly as a Medical Director or in any other like administrative or management capacity or position, by any health care organization, including but not limited to, medical clinics, hospitals, HMOs, surgery centers or health care management companies, (regardless of type and regardless of whether organized as a corporation, partnership or sole proprietorship or in any other form) where Doctor's office or the headquarters of the health care organization, were Doctor to be employed by such organization would be located within a radius of forty-five (45) miles of Madison, Wisconsin. Doctor understands and acknowledges that the objective of these covenants is to permit the Corporation to retain or increase Corporation's patient base without competition from Doctor. In addition, Doctor agrees that the restrictions on geographic location, as well as types of future employers, are fair and reasonable to meet the objectives of this covenant. Notwithstanding the foregoing, employment with any of Corporation's parents or subsidiaries including, but not limited to, SSM Health, Dean Health Plan, Inc., or Navitus Health Solutions, LLC shall be permitted and not subject to this RCPMD Covenant Not To Compete.

Defendant Keyes' Employment Agreement with Dean Medical Group

23. Keyes is an orthopedic surgeon who has been employed by Dean Medical Group since about August 2018 pursuant to various written employment agreements. His most recent employment agreement with Dean Medical Group, like the Sansone Agreement, was titled "Amended and Restated Employment Agreement," and was signed by him on or about January 1, 2021 (hereafter called the "Keyes Agreement"). Like his previous employment agreements, the Keyes Agreement set forth the terms of Keyes' employment as an orthopedic surgeon as well as his duties and obligations to Dean Medical Group both during and after employment.

24. As mentioned previously, healthcare in south central Wisconsin counties is highly competitive among providers. In addition to competition among healthcare providers, specialty providers such as orthopedic surgeons are difficult to recruit and to retain. Dean Medical Group, in addition to investing significant recruiting costs, highly compensates its orthopedic surgeons. To compete in the market with other providers, Dean Medical Group also expends considerable time and financial resource to advertise and market its orthopedic surgery department. Between January 1, 2022 to October 1, 2022, for example, Dean Medical Group spent more than \$315,000 to market its orthopedic surgeons to the community.

25. Like Sansone's Agreement, the Keyes Agreement set forth several provisions addressing Keyes' expected loyalty to Dean Medical Group during his period of employment. Among other things, the Keyes Agreement stated that Keyes was to devote the entirety of his professional time and efforts to the practice of medicine for Dean Medical Group consistent with all of Dean Medical Group's policies and procedures. In addition, the Keyes Agreement required that Keyes "faithfully and diligently perform the duties required of him" during his employment, and to not "engage directly or indirectly in any business, calling or enterprise which may be

contrary to the welfare, interest, or benefit” of Dean Medical Group. The specific provisions of the Keyes Agreement in this regard are as follows:

1.2 Status.

Doctor shall devote his or her professional time and effort to the medical practice of the Corporation unless an other than full-time arrangement has been authorized by the Corporation, and shall perform such duties as the Corporation may from time to time prescribe, all consistent with the policies and standards established by the Corporation regarding the services to be performed hereunder. Doctor shall not undertake any professional practice or treat or care for any patient over the objection of the Corporation and shall promptly discontinue same after being requested to do so by the President of the Corporation. All monies earned by the Corporation or Doctor resulting from Doctor’s performance of services related to medicine shall belong to the Corporation consistent with Section 3 and the policies established by the Corporation.

1.2 Scope.

Doctor agrees that, during the term of his or her employment hereunder, he or she well [sic], faithfully and diligently perform the duties required of him or her hereunder and further that he or she will not engage directly or indirectly in any business, calling or enterprise which may be contrary to the welfare, interest, or benefit of the Corporation. Doctor shall not violate ... any federal, state or municipal law, statute or regulation.... Doctor shall (i) participate in clinic activities as requested by the Corporation and provide a reasonable amount of charity care in a manner and at times reasonably acceptable to Doctor and the Corporation; (ii) participate and represent the Corporation in marketing and other community service activities as requested by the Corporation....

26. In addition to the provisions set forth in the above paragraphs, the Keyes Agreement included post-termination restrictive covenants relating to Keyes’ conduct after his employment by Dean Medical Group. These post-termination restrictions were reasonable, necessary, and limited in scope and were designed to protect Dean Medical Groups’ business interests.

27. One of the post-termination restrictions contained in the Keyes Agreement restricted Keyes’ ability to treat or solicit existing patients of Dean Medical Group for a period of two years after employment. The restriction defined “existing patient” as any patient treated by

Keyes as an orthopedic surgeon during the three years' prior to his termination. Specifically, this restriction stated that for a period of two years after employment, Keyes would not:

In the same medical specialty (e.g., cardiology, urology, family practice, internal medicine) in which the doctor practiced with the Corporation directly or indirectly provide medical services to any existing patient to whom Doctor treated on behalf of the Corporation. An existing patient is any patient to whom Doctor has provided medical services within three years of Doctor's departure;

28. In addition to restricting his ability to treat existing patients, the Keyes Agreement precluded Keyes, for the same two-year period, from encouraging any "existing patient" from obtaining medical care from a physician not employed by Dean Medical Group. The agreement stated as follows:

Directly or indirectly solicit or encourage any patient covered by subparagraph (1) to obtain medical care from a physician or other health care professional who is not employed by the Corporation where such medical care is available from the Corporation.

29. The Keyes Agreement also contained an employee non-solicitation clause, which stated that for a period of two years after employment, Keyes "shall not indirectly or directly solicit or encourage any physician or licensed health care professional employed or otherwise affiliated with the Corporation during the twelve (12) months preceding Doctor's termination to terminate their employment or affiliation with the Corporation."

30. Finally, the Keyes Agreement contained the following restrictions on his use of Confidential Information both during and after termination of employment:

6.1 Nondisclosure and Use.

Doctor acknowledges that during his or her employment with the Corporation he or she will have access to Confidential Information of the Corporation. Doctor further acknowledges that such information will be disclosed to him or her only in connection with Doctor's performance of services for and on behalf of the Corporation. Doctor therefore agrees that

such Confidential Information will not be disclosed to any person other than:

- (1) an employee of the Corporation who needs such information to perform his or her duties and who is also subject to a nondisclosure agreement;
- (2) with prior written approval of the President, someone providing services to the Corporation, or
- (3) a government official pursuant to a valid subpoena.

6.2 Use of Confidential Information.

Doctor also agrees not to use any Confidential Information in connection with any other business or activity and that the restrictions on disclosure and use apply while Doctor is employed by the Corporation and after the termination of such employment for any reason.

6.3 Return of Information.

Doctor agrees that he will not copy any Confidential Information except for use in the performance of services for the Corporation and will immediately return both the original and any copies of all Confidential Information upon request or upon termination of employment for any reason.

6.4 Confidential information.

Confidential Information shall mean information about the Corporation's marketing plans, long range plans, employee compensation and any other information provided to Doctor which is marked "Confidential." Doctor acknowledges such information is proprietary, has been developed by the Corporation at significant cost and is not available to the public or its competitors. Doctor understands and agrees that such information shall retain its status as Confidential Information until and unless disclosed to the public by lawful, voluntary and proper means.

6.5 Scope and Limitations.

This section limits Doctor's right to use or disclose the Confidential Information. It is not to otherwise restrict or limit Doctor's occupational or business opportunities and is independent and separate from any noncompetition agreement. Further, this section supplements existing common law and statutory provisions concerning trade secrets. Nothing in this section releases Doctor from any obligations to preserve trade secrets imposed by such law the Corporation has not waived any right or remedy available to it under such law or statutes.

Sansone's and Keyes' Parallel Work for and Against Dean Medical Group

31. Starting in or about November 2021, Dean Medical Group and SSM Wisconsin began planning for the expansion of their orthopedic programs and the development of an ambulatory surgery center (hereafter "ASC") in the Madison, Wisconsin market for use by Dean Medical Group's orthopedic surgery providers. As a Medical Executive, Sansone was aware of these plans for expansion, and he participated in the planning discussions. Keyes and other orthopedic surgeons were aware of these plans as a result of discussions with Sansone and other Dean Medical Group leaders, who tried to be as transparent as possible about developments impacting individual practices and plans to improve or enhance orthopedic care to patients. Over the next several months, Sansone and Keyes would be vital and integral to Dean Medical Group's and SSM Wisconsin's planning process.

32. Around the same time, in or about the fall of 2021, Sansone began planning to leave and compete with Dean Medical Group and to disrupt, sabotage and frustrate Dean Medical Group's plans for continued orthopedic care to patients and for an ASC expansion in the Madison market. Keyes was aware of Sansone's plans, and agreed to assist, and in fact did assist, Sansone, with these plans.

33. Upon information and belief, in or about November 2021, both Sansone and Keyes began to solicit other employed orthopedic physicians during work hours to assist them with planning a new competing business and to leave Dean Medical Group to form an independent physician group to compete with Dean Medical Group's orthopedic surgery department. At all times relevant hereto, each orthopedic surgeon employed by Dean Medical Group had the same employment contractual provisions as Sansone and Keyes relating to a duty of loyalty during employment, as well as the same post-termination restrictive covenants. Among other things,

both Sansone and Keyes also used work time and Dean Medical Group equipment, computers, and email to collect information from various out-of-state orthopedic physician groups and consultants about how to detach from hospital-based employment, obtain financing to develop a new business, and develop and manage a physician-owned ASC. Sansone and Keyes further solicited other employed orthopedic surgeons during work hours to join them in research efforts to plan a new business during work hours, which they did, and to also use Dean Medical Group equipment, computers, and email to facilitate their efforts. The actions that Sansone and Keyes solicited the other orthopedic surgeons to perform caused the other orthopedic surgeons to violate their own respective employment agreements by using work time and Dean Medical Group property to help form a new business.

34. Through their coordinated research efforts, Sansone and Keyes learned in November 2021 from an entity called SurgCenter Development (which assists physicians with developing ASCs) that to be successful their new competing business would need at least five to seven other orthopedic surgeons, and preferably at least ten, to leave Dean Medical Group to join their competing business.

35. To keep his plans secret, in November 2021, Sansone falsified the conflict-of-interest disclosures he was required to provide to Dean Medical Group under system-wide policies by omitting his intent to form an independent physician group to compete with Dean Medical Group.

36. In or about January 2022, Dean Medical Group started to implement the future expansion plans and to enhance Dean Medical Group's provision of orthopedic care to its patients, by creating a Musculoskeletal Services Accelerated Work Team (hereafter "Work Team") comprised of Dean Medical Group executive leaders, including Sansone, several employed

orthopedic surgeons, including Keyes, and other SSM Wisconsin leaders. The purpose of the Work Team was to develop plans to address growth and market competition in Dean Medical Group's service area, identify opportunities to enhance the value delivered to patients, and to design and implement compensation models and other incentives for Dean Medical Group's orthopedic surgery providers.

37. Concurrently, in January 2022, Keyes signed an agreement with M2 Orthopedics, an orthopedics practice management company which partners with a private equity and debt capital financing firm to assist orthopedic surgeons with developing an independent business. Sansone and Keyes also discussed and participated in a call with an entity called Triumph Orthopedics that month about how to develop an independent practice and physician-owned ASC and how to obtain financing through Triumph Orthopedics' partner, Shore Capital Healthcare Partners, a healthcare focused private equity fund. The subject line of Keyes' follow-up email to Sansone about Triumph was "Orthopedic Management and PE Funding." Also, in January 2022, Keyes told Sansone that he had contacted an entity called JIS Orthopedics to obtain information about orthopedic practice management, private equity funding, and assistance with hospital-employed physician detachment, building ASCs, orthopedic urgent care and ancillary sites, and insurance negotiations. Keyes' inquiry to JIS Consulting, which Keyes forwarded to Sansone's Dean Medical Group email account, provided clear insight into Sansone's and Keyes' secret intentions:

I am one of 17 orthopedic physicians in a HOSPITAL EMPLOYED practice in the Madison, WI region. Our group has every subspecialty covered other than orthopedic oncology and spine.

Our particular market is quite unique as there are no private groups within our immediate vicinity and the region is largely dominated by two health systems and their own individual insurance plans (Quartz- UW Health and Dean Health Plan-SSM Health).

We only have one ASC that is entirely owned by the system and currently have our group spread out over three main facilities

1. 400 Bed Level 2 SSM Hospital Madison, WI
2. 60 Bed Level 3 SSM Hospital Janesville, WI
3. 40 Bed SSM hospital Baraboo, WI

I have read about JIS' recent move and am interested in whether or not the Orthopedic Practice Management/PE firm you worked with would consider our unique market and group of interest? In particular, assisting with hospital employed detachment, building ASCs, orthopedic urgent care and ancillary sites, and assisting with insurance negotiations.

Best,
Brian

38. After several months of planning, Sansone, Keyes and the rest of Dean Medical Group's Work Team kicked off its first meeting on or about March 14, 2022. The following day, March 15, 2022, Sansone and Keyes secretly formed a Wisconsin limited liability corporation called "Orthopedic Physicians of Wisconsin, LLC" ("OPW") (now known as Madison Ortho). Prior to the Work Team meeting, neither Sansone nor Keyes disclosed their intent to compete with Dean Medical Group, their solicitation of other employed orthopedic surgeons to join their independent group, or their encouragement of such other orthopedic surgeons to use their work time and Dean Medical Group's equipment and email to assist with the development of their new business. Sansone additionally failed to amend his conflict-of-interest disclosures when OPW was formed on March 15, 2022.

39. On April 19, 2022, Dean Medical Group's Chief Clinical Officer met with Sansone about his interests related to the delivery of orthopedic services through Dean Medical Group and to discuss Sansone's continuing leadership as a Medical Executive. During the discussion, Sansone raised with Dean Medical Group the option of the employed orthopedic surgeons being treated as a separate employed division of Dean Medical Group—called Orthopedic Physicians of Wisconsin at SSM Health—a trade name for a non-incorporated division which would remain a part of SSM Health while giving the group more autonomy over their individual practices. Sansone also raised exploring a professional services agreement with Dean Medical Group under which scenario the orthopedic surgeons would become independent from Dean Medical Group. Sansone admitted that he had printed off a template non-disclosure agreement from the internet

to give to the other employed orthopedic surgeons to sign to discuss different employment options, even though Dean Medical Group never consented to its employed physicians signing non-disclosure agreements. Sansone did not disclose that the real purpose of the non-disclosure agreement was to ensure that none of the employed surgeons disclosed to anyone, including Dean Medical Group, their discussions with Sansone about joining OPW to compete with Dean Medical Group in the marketplace.

40. Dean Medical Group rejected Sansone's alternative employment arrangement proposals in favor of its decision to continue focusing on the strategies and goals underlying the creation of the Work Team. However, to collaborate with Sansone and Keyes and to thoughtfully consider their wishes to have more autonomy, Dean Medical Group agreed to establish a Musculoskeletal Joint Operating Committee which, among other things, would be comprised of both SSM Wisconsin and Dean Medical Group leaders, including Sansone. Sansone and Keyes, as members of the Work Team, additionally agreed to work on a new compensation design for the employed orthopedic surgeons to assist the Work Team's efforts.

41. On or about June 1, 2022, the Work Team met a second time to continue work on Dean Medical Group's strategic goal of developing an integrated healthcare delivery network. In addition to discussing the Work Team's goals, the members of the Work Team also discussed the development of a new ASC addition in Sun Prairie that was nearing the design phase. Sansone later agreed to meet with a SSM Wisconsin Regional Vice President in August 2022 to help plan the ASC's design.

42. On or about June 13, 2022, Sansone met with the Chief Clinical Officer and the SSM Wisconsin Regional President and again proposed a new division of employed orthopedic surgeons within Dean Medical Group, using the trade name of Orthopedic Physicians of

Wisconsin at SSM Health. Sansone did not disclose the fact that he already formed OPW. Sansone was again told that the formation of a new division within Dean Medical Group would not occur, and that Dean Medical Group would continue working through the Work Team, and ultimately a Joint Operating Committee, to address orthopedic care to patients, the structure of physician compensation, and long-term goals.

43. Shortly thereafter, Sansone met again with the Chief Clinical Officer and agreed to lead the Work Team in improving Dean Medical Group's employed physician model for its orthopedic surgeons, and to develop a written plan outlining his goals as the Work Team leader. In return, Dean Medical Group committed to providing additional leadership education for Sansone. At no time did Sansone tell Dean Medical Group that he did not intend to complete the written plan.

44. Weeks later, on August 1, 2022, legal counsel purporting to represent sixteen of the employed orthopedic surgeons notified Dean Medical Group that the surgeons wanted to discuss a timeline for separating from Dean Medical Group to become independent, and an exclusive agreement for the newly independent group to provide orthopedic services to patients of Dean Medical Group and SSM Wisconsin. Dean Medical Group was not informed, however, that OPW had already been formed, that Sansone, Keyes and some of the other orthopedic surgeons had been using Dean Medical Group property and equipment during work hours for months to plan the competing business, and that they were planning to leave in masse at the end of 2022.

45. On August 4, 2022, Sansone cancelled his meeting with the SSM Wisconsin Regional Vice President to discuss the design of the Sun Prairie ASC addition. As Medical Executive and Work Team leader, Sansone knew that his input was critical to the organization and required by Dean Medical Group. When confronted about the cancellation, Sansone remarked

that he did not think it was necessary for him to waste his time helping to design an orthopedic ASC for Dean Medical Group that “no one would use.”

46. On or about August 12, 2022, the Chief Clinical Officer questioned Sansone about how his plans conflicted with his obligations to Dean Medical Group as a Medical Executive. Sansone disagreed that a conflict of interest existed and requested to continue as a Medical Executive.

47. Sansone was removed from his Medical Executive role on August 12, 2022, but he was paid the full amount of his Medical Executive compensation through September 12, 2022, and he was still provided the one-year guaranteed salary for the purpose of easing his transition back to a full-time clinical orthopedic practice.

48. On September 16, 2022, Sansone provided renewed conflict of interest disclosures to Dean Medical Group but again failed to disclose the existence of OPW. Moreover, he failed to amend his disclosures when OPW was eventually renamed Madison Ortho on November 9, 2022.

49. On September 23, 2022, Sansone and Keyes, through legal counsel, advised Dean Medical Group that they were resigning effective December 31, 2022, to pursue an independent physician practice with thirteen other employed orthopedic surgeons. Sansone later advised Dean Medical Group that he was the “chairman” of the departing group.

50. Around the same time, Sansone contacted Reedsburg Area Medical Center to negotiate a contract for the delivery of orthopedic services by OPW. Sansone did not disclose this potential new opportunity to Dean Medical Group despite the continuation of his employment, and he still did not disclose the formation of OPW.

51. At a meeting with the Chief Clinical Officer on or about October 12, 2022, Sansone was questioned about his plans to depart in masse with Keyes and eleven other orthopedic surgeons, as well as various conflicts of interest relating to his work and former leadership role as Medical Executive. When Sansone was asked about his formation of companies, Sansone confirmed the existence of two previously disclosed limited liability companies that had been formed by him years earlier, with Dean Medical Group's knowledge, for the purpose of his consulting work with a medical device vendor. When the Chief Clinical Officer asked him about whether any additional limited liability companies existed, Sansone stated that a third entity existed, but that it "was not used for anything." Sansone did not disclose to the Chief Clinical Officer that two days before, on October 10, 2022, he and Keyes had assisted with the formation of a service corporation called Ortho Sport & Spine Physicians of Wisconsin, S.C. In addition, Sansone did not disclose that he had formed, that very same day, a service corporation called OPW, S.C. (later renamed Orthopedic & Spine Centers of Wisconsin, S.C.), and that he was the President of the corporation. Sansone did not amend his conflict-of-interest disclosures on September 16, 2022, relating to his interests in these service corporations.

52. On November 1, 2022, Sansone disclosed the existence of OPW, S.C., but misrepresented its name as "Orthopedic Physicians of Wisconsin, S.C.," an entity which did not exist. He disclosed that the company included eleven orthopedic surgeons, including himself and Keyes, who were "under contract." Sansone did not disclose OPW/Madison Ortho, or Ortho Sport & Spine Physicians of Wisconsin, S.C.

53. At or about the same time, Keyes told an existing patient of Dean Medical Group that he was resigning effective December 31, 2022, but that he would be able to continue to treat patients insured by Dean Health Plan in Janesville, Wisconsin, and that his non-compete

agreement would not be an issue. Shortly thereafter, Keyes disclosed to another existing patient that he was remaining with Dean Medical Group through the end of 2022, but that afterwards he would be able to continue to treat the patient in Janesville, Wisconsin so long as the patient found him on her own and scheduled an appointment. Upon information and belief, Sansone and other orthopedic surgeons also have been informing patients about their impending departures and their ability to continue to treat existing patients after leaving Dean Medical Group.

54. On or about November 4, 2022, Sansone participated in an interview with a reporter for the Wisconsin State Journal for the purpose of notifying the community and Dean Medical Group's patients of OPW/Madison Ortho's intent to compete with Dean Medical Group in the market. Sansone's interview was published by the Wisconsin State Journal on November 6, 2022. Among other things, Sansone stated he was Chairman of SSM Health orthopedics, and that eleven orthopedic surgeons were leaving Dean Medical Group to start an independent practice in Madison that was managed by an Arizona company called HOPCo, with plans to build a specialty hospital in Dane county within two years and multiple ASCs. Sansone also disclosed that he was the CEO of the new company, called Orthopedic Physicians of Wisconsin, which would be located at the former SSM Health orthopedics headquarters in the Arbor Gate complex off the beltline near Todd Drive. According to Sansone, the purpose of the departure was to "disrupt the lucrative market" dominated, in part, by SSM Wisconsin, and to deliver "better quality, lower cost" orthopedic patient care than currently provided by SSM Wisconsin and other area competitors. Sansone was still employed by Dean Medical Group at the time he made these public statements.

**FIRST CAUSE OF ACTION
(Breach of Contract Against Defendant Sansone)**

55. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 54 above.

56. Under §§ 1.1 and 1.2 of his employment agreement, Sansone agreed that while he was employed, he would devote all his professional time and effort to his medical practice for Dean Medical Group and that he would not directly or indirectly engage in any business, calling or enterprise during employment that was contrary to the welfare, benefit, or interest of Dean Medical Group.

57. Sansone breached his Employment Agreement while employed by Dean Medical Group by using Dean Medical Group equipment and email during business work hours to plan a competing business, and to coordinate the recruitment of other employed orthopedic surgeons during work hours to leave Dean Medical Group and join OPW/Madison Ortho. Each of these actions, and all of them, were contrary to the welfare, benefit and interests of Dean Medical Group and occurred without the knowledge or consent of Dean Medical Group.

58. Sansone also breached his Employment Agreement by causing his interview with the Wisconsin State Journal to be published with statements from him including, but not limited to, that SSM Health/Dean Medical Group did not provide sufficient value and quality to its orthopedic patients and that he intended with other employed orthopedic physicians to disrupt Dean Medical Group's "lucrative market." These actions, and all of them, were contrary to the welfare, benefit and interests of Dean Medical Group and occurred without the knowledge or consent of Dean Medical Group.

59. Sansone breached his Employment Agreement by, during work hours and while using Dean Medical Group property, soliciting and encouraging other orthopedic physicians

employed by Dean Medical Group to terminate their employment for the purpose of joining a competing business. These actions, and all of them, were contrary to the welfare, benefit and interests of Dean Medical Group and occurred without the knowledge or consent of Dean Medical Group.

60. Sansone breached his Employment Agreement by using or disclosing Dean Medical Group's Confidential Information during work hours to assist with the development of Madison Ortho by using market data and other information acquired by Sansone as a Medical Executive and as the leader of the Work Team. These actions, and all of them, were contrary to the welfare, benefit and interests of Dean Medical Group and occurred without the knowledge or consent of Dean Medical Group.

61. Dean Medical Group has performed all conditions precedent for recovery against Sansone under the Employment Agreement.

62. As a natural and probable consequence of Sansone's material breaches, Dean Medical Group has suffered damages in an amount to be determined at trial.

**SECOND CAUSE OF ACTION
(Breach of Contract Against Defendant Sansone)**

63. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 62 above.

64. The post-termination restrictive covenant applicable to Sansone's administrative and leadership position as a Medical Executive was necessary to protect Dean Medical Group's business and was reasonable, necessary, and limited in scope.

65. Sansone breached the post-termination restrictive covenant, which precludes him from being employed directly or indirectly as a Medical Executive, or in any other like administrative or management capacity, for any health care provider located with a radius of forty-

five (45) miles of Madison, Wisconsin. Sansone breached this restrictive covenant by becoming the chairperson of Madison Ortho, and President of Orthopedic & Spine Centers of Wisconsin, S.C., which were formed for the purpose of competing with Dean Medical Group in Dane county.

66. Dean Medical Group has performed all conditions precedent for recovery against Sansone under the Employment Agreement.

67. As a natural and probable consequence of Sansone's material breaches of his Employment Agreement, Dean Medical Group has suffered damages in an amount to be determined at trial.

**THIRD CAUSE OF ACTION
(Breach of Contract Against Defendant Keyes)**

68. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 67 above.

69. Under §§ 1.1 and 1.2 of his Employment Agreement, Keyes agreed that while employed he would devote all his professional time and effort to his medical practice for Dean Medical Group, and that he would not directly or indirectly engage in any business, calling or enterprise that was contrary to the welfare, benefit, or interest of Dean Medical Group.

70. Keyes breached his Employment Agreement while employed by Dean Medical Group by using Dean Medical Group property and equipment during business work hours to plan a competing business, and to coordinate and recruit other employed orthopedic surgeons to assist him and Sansone during work hours to plan a competing business and to leave Dean Medical Group and join OPW/Madison Ortho. Each of these actions, and all of them, were contrary to the welfare, benefit, and interests of Dean Medical Group and of which Dean Medical Group was not aware.

71. Keyes breached his Employment Agreement while employed by Dean Medical Group by soliciting existing patients to obtain medical care from him after his departure from Dean Medical Group.

72. Keyes breached his employment agreement by soliciting or encouraging existing patients of Dean Medical Group to obtain medical care after December 31, 2022, from a physician who was not employed by Dean Medical Group even though the medical care was available at Dean Medical Group.

73. Keyes breached his Employment Agreement by soliciting or encouraging other orthopedic surgeons employed by Dean Medical Group during work hours to terminate their employment for the purpose of joining a competing business.

74. Keyes breached his Employment Agreement by using or disclosing Dean Medical Group's Confidential Information during work hours to assist with the development of a competing business.

75. Dean Medical Group has performed all conditions present for recovery against Keyes under the Employment Agreement.

76. As a natural and probable consequence of Keyes' material breaches, Dean Medical Group has suffered damages in an amount to be determined at trial.

**FOURTH CAUSE OF ACTION
(Tortious Interference with Contract Against Defendants Sansone and Keyes)**

77. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 76 above.

78. Defendants Sansone and Keyes, individually, intentionally, willfully, and without justification or privilege, induced and encouraged other orthopedic surgeons employed by Dean Medical Group to breach their respective employment agreements by engaging in efforts during

work hours, and using Dean Medical Group's property and equipment, to plan a competing business. At the time that Sansone and Keyes induced and encouraged these actions, Sansone and Keyes knew that their interference would cause the other orthopedic surgeons they recruited to breach their respective employment agreements.

79. As a direct and proximate result of Sansone's and Keyes' tortious interference with the employment agreements of other employed orthopedic surgeons, Dean Medical Group has suffered irreparable harm in an amount to be determined at trial.

80. Sansone and Keyes acted maliciously or in intentional disregard of Dean Medical Group's rights, thereby entitling Dean Medical Group to punitive damages against them in amounts to be determined as provided in Wis. Stat. § 895.043 and applicable law.

FIFTH CAUSE OF ACTION
(Common Law Conspiracy to Commit Tortious Interference
with Contract Against Defendants Sansone and Keyes)

81. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 80 above.

82. Defendants Sansone and Keyes each individually agreed and conspired with each other to act and work in concert to commit and further the actions set forth herein, in breach of their common law and/or contractual duties to Dean Medical Group.

83. Defendants Sansone and Keyes agreed and conspired with each other with the intent to act and work in concert to commit and to further the wrongful acts set forth herein, and Defendants agreed to act and work in concert to commit such acts in furtherance of their conspiracy, in breach of their common law and/or contractual duties to Dean Medical Group.

84. Upon information and belief, Defendants Sansone and Keyes, and each of them, did in fact act and work in concert and conspired with each other to commit the wrongful acts set

forth herein, and they agreed to act and work in concert to commit such acts in furtherance of their conspiracy, in breach of their common law and/or contractual duties to Dean Medical Group.

85. As a direct and proximate result of the acts committed by Defendants Sansone and Keyes, and each of them, in furtherance of their agreement and conspiracy, Dean Medical Group has suffered and will continue to suffer great losses and actual damages as well as irreparable harm.

SIXTH CAUSE OF ACTION
(Tortious Interference with Business Relationships against Defendant Keyes)

86. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 85 above.

87. Dean Medical Group had continuing business relationships with patients who were identified as existing patients in Defendant Keyes' Employment Agreement. Defendant Keyes individually solicited and told such existing patients that he was leaving Dean Medical Group and that he would be available to treat them on behalf of a non-Dean Medical Group provider after December 31, 2022. Defendant Keyes further told such existing patients where he would be practicing so that such existing patients could contact him directly after his departure from Dean Medical Group. Dean Medical Group patients tend to be repeat patients of Dean Medical Group and typically request a substitute provider from Dean Medical Group when their current provider leaves.

88. Defendant Keyes intentionally, willfully, and without justification or privilege interfered with Dean Medical Group's business relationships with patients who were identified as existing patients in Keyes' Employment Agreement by inducing or otherwise causing such patients not to continue their business relationship with Dean Medical Group.

89. As a direct and proximate result of Keyes' tortious interference, Dean Medical Group has suffered irreparable harm by the loss of its existing patients and damages in an amount to be determined at trial.

90. Defendant Keyes acted maliciously or in intentional disregard of Dean Medical Groups rights, thereby entitling Dean Medical Group to punitive damages in an amount to be determined as provided in Wis. Stat. § 895.043 and applicable law.

**SEVENTH CAUSE OF ACTION
(Breach of Duty of Loyalty Against Defendants Sansone and Keyes)**

91. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 90 above.

92. Defendants Sansone and Keyes each breached their respective duties of loyalty to Dean Medical Group by not acting in the best interests of Dean Medical Group during the term of their employment and by using the power of their employment responsibilities to harm Dean Medical Group. Among other things, Sansone and Keyes breached their duty of loyalty by using Dean Medical Group property during work hours to form a competing business, planning a competing business to harm Dean Medical Group during work hours, knowingly submitting false records, soliciting or encouraging other orthopedic surgeons during work hours to leave Dean Medical Group in mass, using Confidential Information during work hours to benefit their own personal and financial interests to develop an ambulatory surgery center to compete with Dean Medical Group, and soliciting existing patients during work hours to leave Dean Medical Group and follow them after December 31, 2022.

93. In addition, Defendant Sansone breached his duty of loyalty to Dean Medical Group by using his status as a Medical Executive to harm Dean Medical Group.

94. As a direct and proximate result of the Defendants Sansone's and Keyes' breach of their respective duties of loyalty, Dean Medical Group did not receive the full value of the compensation paid to Sansone and Keyes, and Dean Medical Group has lost patients, suffered irreparable injury to its reputation, and suffered damages in an amount to be determined at trial, including both compensatory damages and disgorgement of any compensation paid to the Defendants, and each of them, during the period of their disloyalty.

95. The Defendants Sansone and Keyes, and each of them, acted maliciously or in intentional disregard of Dean Medical Group's rights, thereby entitling Dean Medical Group to punitive damages in an amount to be determined as provided in Wis. Stat. § 895.043 and applicable law.

EIGHTH CAUSE OF ACTION
(Injury to Business Under Wis. Stat. § 134.01 Against
Defendants Sansone, Keyes and Madison Ortho)

96. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 95 above.

97. Dean Medical Group has invested substantial time, money, and resources in creating and building its business, goodwill, and reputation as a health care provider in the marketplace, including with its existing patients.

98. Defendants Sansone and Keyes, individually, and Madison Ortho acted together and conspired for the common purpose of harming Dean Medical Group's business and reputation by, among other things, causing the Wisconsin State Journal to publish statements that SSM Health/Dean Medical Group did not provide sufficient value and quality to its orthopedic patients and that Defendants' new business intended to disrupt this lucrative market controlled in part by Dean Medical Group. In addition, the Defendants, and each of them, conspired for the common

purpose of undermining and compromising Dean Medical Group's interests and to sabotage and disrupt its orthopedic surgery program.

99. The Defendants, and each of them, acted willfully or maliciously in carrying out the common purposes.

100. As a direct and proximate result of the Defendants' actions, Dean Medical Group has suffered and will continue to suffer financial harm and damage to its business relations with its patients, to its goodwill, and to its reputation in the marketplace.

101. The Defendants, and each of them, acted maliciously or in intentional disregard of Dean Medical Group's rights, thereby entitling Dean Medical Group to punitive damages in an amount to be determined as provided in Wis. Stat. § 895.043 and applicable law.

102. As a further result of Defendants' actions, and the actions of each of them, Dean Medical Group has and will continue to suffer irreparable harm if these continued actions are not enjoined.

103. Because it would be unjust for Defendants to retain the benefits they have obtained at the expense of Dean Medical Group, Dean Medical Group is entitled to relief for the fair and reasonable value of information Defendants have obtained through their actions and conduct.

WHEREFORE, Plaintiff Dean Health Systems, Inc., d/b/a SSM Health Dean Medical Group seeks the following relief:

- a. Judgment from the Court against the Defendants for temporary and permanent injunctive relief for its claims against the Defendants;
- b. An award of compensatory and punitive damages;
- c. Judgment from the Court against the Defendants for all costs, disbursements, and actual reasonable attorneys' fees incurred by the Plaintiff in this action;

d. Return of any premiums or assessments paid by Dean Medical Group for malpractice tail insurance as provided under § 5.3 of Sansone's and Keyes' Employment Agreement; and

e. For such other and further relief as the Court deems just and equitable.

Dated this 30th day of November, 2022.

HALL, RENDER, KILLIAN, HEATH &
LYMAN, PC.

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FILED
 11-30-2022
 CIRCUIT COURT
 DANE COUNTY, WI
 2022CV002996
 Honorable Rhonda L.
 Lanford
 Branch 16

Regional Clinical Program Medical Director – Musculoskeletal

Department:

Company: SSM Health, WI

Job Code:

Effective Date: 08/01/2020

Reporting Relationship:

ONET Code:

Pay Grade:

Date Reviewed: 05/23/20

Position Summary:

Leads and is accountable for working in a collaborative relationship with an administrative partner in a Dyad model that provides medical and administrative leadership for the defined Clinical Program. A Clinical Program is defined as the basic clinical organizational unit within SSM Health that delivers patient care across the integrated delivery network. Clinical Programs are designed around medical conditions, disease groupings, population health, preventative medicine and acute medicine and are designed to deliver patient centered care that increases value and is efficient, timely, effective, equitable while providing exceptional quality and safety across SSM Health's multi-state Health System.

The Regional Clinical Program Medical Director and administrative partner must be aligned and as a team are responsible for the development of SSM Health WI managers and Clinical Teams within the integrated delivery network so that the overall goals of the Clinical Programs are met. Day to day operations are lead through teams within each clinic/department using our Continuous Improvement Operating Model. This Dyad Team (Administrator and Regional Clinical Program Medical Director) will have oversight of the clinical delivery team's performance through SSM Health's Continuous Improvement Operating Model which drives improvement work in quality, access, cost-reduction, patient and team experience, patient and team safety, growth and partnerships, transformation, community connectivity and culture.

Local, regional and system: conveners, connectors, and leaders.

Multi-State: The Regional Clinical Program Medical Director works with Clinical Program Medical Directors from the other SSM Health Regions, as well as System Clinical Operations Leadership, and together are responsible for improving operational efficiency by defining and designing system-wide standards, as well as improving/eliminating areas of unexplained clinical variation. The Regional Clinical Program Medical Directors will be influencing and collaboratively setting the strategic vision, goals, and objectives for the Clinical Program's growth while aligning with the Health System's strategy in growth and partnerships, exceptional performance, connectivity and culture, and transformative care.

Regional and Local: The Regional Clinical Program Medical Director will be driving the implementation of this strategic planning work within the Clinical Program they lead and influencing through a matrixed structure of medical staff and ambulatory medical groups, in addition to utilizing individual collegial relationships within SSM Health and partners within our Integrated Delivery Network. Horizontal Leadership skills to align Market Based Leadership Teams will be required as Regional Clinical Program Leaders work collaboratively with the teams in our Madison, Greater Fond Du Lac, Janesville, Monroe and Baraboo markets. Key relationships and structure in each of these Market Leadership Teams include the following: Chief Medical Officer, each markets Medical Staff Governance Model, Chief Nursing Officer, Ambulatory Administrator/VP, and Hospital Administrator/VP.

Regional Clinical Program Leadership Values.

I will lead with the following values:

- Commitment to our Mission: Through our exceptional health care services, we reveal the healing presence of God.
- Community Mindedness (team player)
- Consummate Professionalism
- Change: Able attitude and influence (community minded resiliency and flexibility)

EXHIBIT

A

- Courage

Qualifications:**Required:**

1. Medical degree (MD or DO) with current license to practice medicine in the State of Wisconsin.
2. Board eligible or certified in an ABMS or AOBMS recognized specialty or subspecialty.
3. 3 years of experience as a practicing clinician.
4. Previous Clinical Leadership experience through work experiences including but not limited to: Hospital committees and/or medical committee group leadership positions and Medical Director Positions.
5. Excellent clinician who has earned respect and credibility from his/her peer physicians with respect to personal integrity, values, and leadership ability.
6. Strong communication skills.

Preferred:

1. Advanced training in leadership, health care administration, Business, Population Health and/or quality improvement.
2. Experience with EPIC Electronic Health Record.

Responsibilities for administrative portion of FTE:**CORE RESPONSIBILITIES**

1. Defines and designs system-wide care standards as well as clinical guidelines and protocols within the Clinical Program. Identifies areas of unexplained clinical variation and ensures adoption of evidence-based practices where appropriate. Develops standardized order sets and works with IT to ensure appropriate enhancements to the EHR occur.
2. Sets quality/patient safety metrics with other Regional Clinical Program Medical Directors and ensures alignment with System quality/patient safety metrics. Sets goals for patient experience and access with administrative and other clinical leaders. Ensures alignment of these goals with the Key Performance Indicators (KPIs) of SSM Health and cascades goals throughout the region using SSM Health Continuous Improvement Operating Model.
3. Develops and approves all quality performance standards for each subspecialty within the Clinical Program Portfolio. Develops performance scorecards for the physicians and other medical directors performing services within the Clinical Programs Portfolio.
4. Identifies opportunities for operational efficiency and coordinated care across specialties and geography in association with other Regional Clinical Program and Administrative Leaders with appropriate implementation to improve patient experience, access, and/or outcomes.
5. Works collaboratively with Administrative Leaders to set the strategic vision, goals, and objectives for the Clinical Program Portfolio including growth and assures alignment with SSM Health strategy. Participates with other Clinical Program Medical Director physician leaders and System Clinical Operations Leadership in setting the Clinical Program goals and objectives.
6. Provides oversight of the clinical delivery team performance (physicians, APPs, and other SSM Health Clinical Program-specific support teams). Reviews individual provider and group performance measures, utilization and occurrence reports, and performs and/or coordinates/oversees OPPE/FPPE for all physicians and APPs within the Clinical Programs Portfolio, where applicable.
7. Provides expertise, knowledge, and assistance in matters related to clinical staff quality, risk management, and utilization review activities. Addresses provider based behavioral matters to ensure patient safety and enhance organizational culture.

OTHER POTENTIAL RESPONSIBILITIES

8. Demonstrates knowledge and understanding of Medical Staff Bylaws and Medical Group Policy, where applicable. In alignment with Clinical Program structural needs, serves on Hospital Medical Staff Committee structure: including but not limited to MEC, Credentialing, and Departmental structure. Reviews policies and procedures, particularly regarding incident reporting, quality assessment, and Peer Review.
9. Coordinates Physician and APP Recruitment activities. Promotes and encourages provider and clinical staff development. Encourages positive interaction and effective communication among practitioners, patients, staff and administration.
10. Demonstrates an understanding of Value/Risk-Based Health Insurance Contracts and works with Health Plan and Regional Leaders to ensure achievement of quality and efficiency goals outlined in the contracts.
11. Works with the Administrative Leader to prepare the annual budget for the Clinical Programs Portfolio with oversight of the financial performance of the Clinical Programs to achieve budgeted goals/targets.
12. Participates in regularly scheduled meetings within the Integrated Delivery Network and will be available for other meetings and perform other duties as assigned.