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CASE #: 26-2-05677-3 SEA

SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

DORENDER GRAY and TEMI OGUNLEYE,
as individuals and on behalf of others similarly
situated,

Plaintiffs,

v.

WASHINGTON PHYSICIANS HEALTH
PROGRAM,

Defendant.

No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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1 Plaintiffs Dr. Dorender Gray and Dr. Temi Ogunleye (together, “Plaintiffs”), by and
2 through their undersigned attorneys of record, and upon personal knowledge as to their actions
3 and upon information and belief as to Defendant Washington Physicians Health Program’s
4 (“Defendant” or “WPHP”) actions, allege as follows for their Class Action Complaint against
5 WPHP:

6 I. INTRODUCTION

7 1. Sometimes even doctors need some help. Their jobs can be stressful and require long
8 hours tending to the health of their patients. Doctors may develop substance use disorders or
9 suffer from mental health issues that interfere with their ability to safely treat their patients. As a
10 result, they may become patients themselves, needing medical and mental help to get back to
11 their jobs tending to their patients.

12 2. WPHP claims it provides just this sort of treatment. According to the WPHP, doctors
13 can trust it to provide physicians mental and physical care when they need it to get them safely
14 back on the job, while avoiding licensing entity disciplinary action. WPHP has worked to
15 convince schools, hospitals, and supervisors to refer doctors to WPHP when they suspect their
16 colleagues or students might be too impaired to practice medicine safely. WPHP assures the
17 medical profession that they will help doctors get better through their “voluntary” program.
18 Indeed, the Washington Medical Commission (“WMC”), one of the medical licensing entities in
19 the State, formally recognizes WPHP and relies on it to decide when an “impaired” doctor is
20 ready to work.

21 3. Once upon a time, WPHP might have lived up to its claims. Today, however, it has
22 become a prison for doctors who get caught in its clutches. Once in the program, doctors are
23 forced to sign contracts that take away their rights, leaving them at WPHP’s whims, while under
24 the threat of losing their medical license if they do not cooperate with the program—and pay
25 WPHP what it demands.

26 4. Instead of receiving competent and needed treatments and testing at WPHP, doctors

1 are subjected to rafts of unneeded and irrelevant mental and physical tests, sent for MRIs that
2 are unwarranted, and screened for drug and alcohol use, when there is no reasonable indication
3 such tests are needed.

4 5. WPHP routinely “diagnoses” doctors with conditions that are not based in reality or
5 supported by science. Then WPHP forces doctors to undergo expensive, prolonged, and
6 unwarranted courses of treatment for these conditions.

7 6. These unneeded treatments may not even be done here in Washington State, by
8 Washington-certified doctors, using Washington standards of care. Instead, doctors are routinely
9 sent to WPHP’s “preferred providers”—a network of corporate consultants, many of whom are
10 sponsors of or donors to WPHP—who operate both inside and outside of the State.

11 7. Doctors in WPHP’s program find it difficult ever to exit. Far from a place that helps
12 doctors get better, WPHP has become a place that ruins lives and derails careers.

13 8. In short, WPHP has placed profit ahead of participant safety and recovery, imposed
14 requirements that lack foundation in evidence-based science and standards, obstructed access to
15 records and other participant information, and interfered with Plaintiffs’ and Class Members’
16 ability to work. This has resulted in significant harm to Plaintiffs and the Class.

17 9. Plaintiffs both graduated from medical school. Both were well into their residency
18 programs, on their way to becoming fully-fledged doctors ready to help the Washington
19 community, when they were trapped by WPHP. Rather than helping Plaintiffs, WPHP upended
20 their lives and careers.

21 10. Today, neither of these doctors remains in their residency programs at the University
22 of Washington (“UW”). They have both lost years of their careers as doctors, and our
23 community has lost years of their service, because WPHP held them prisoner, acting as their
24 judge, jury, and jailer.

25 11. Plaintiffs bring this case on their own behalf and on behalf of a class of doctors to
26 prevent anyone else from being harmed by WPHP.

1 **II. PARTIES**

2 12. Plaintiff Dr. Dorender Gray is a resident and citizen of the state of Washington.

3 13. Plaintiff Dr. Temi Ogunleye is a resident and citizen of the state of California.

4 14. Defendant Washington Physicians Health Program is a Washington nonprofit
5 corporation. Its principal place of business is in Washington State, and it has an office located in
6 King County, Washington.

7 **III. JURISDICTION AND VENUE**

8 15. This Court has personal jurisdiction over Defendant WPHP under RCW 4.28.185
9 because WPHP transactions business in Washington State; has committed tortious acts within
10 this state; and uses real property in this state.

11 16. This Court has original subject matter jurisdiction pursuant to the Constitution of the
12 State of Washington, Article 4, Section 6. Plaintiffs’ causes of action arise under Washington
13 law.

14 17. Venue is proper in King County pursuant to RCW 4.12.020 because the events
15 giving rise to the claims occurred in King County, and Defendant WPHP is located and carries
16 out business in King County.

17 **IV. FACTUAL ALLEGATIONS**

18 **A. PHPs can and should play an important role protecting doctors and patients.**

19 18. Physician Health Programs (“PHPs”) can and should provide important services to
20 both doctors and their patients.

21 19. Doctors who are addicted to drugs or alcohol or are impaired by other medical
22 conditions may pose a risk to their patients. But, just as their patients deserve good treatment, so
23 too do impaired doctors.

24 20. PHPs began as peer-to-peer organizations started and run by doctors to help other
25 doctors receive care, not discipline. When PHPs first began, they offered a path to treatment for
26 doctors who might otherwise have simply lost their medical license had the medical licensing

1 entity learned of their impairment.

2 21. While PHPs began as small unofficial organizations, their success in helping
3 impaired doctors get better led to them becoming official institutions in almost every state.

4 22. There also a national organization—the Federation of State Physician Health
5 Programs—that coordinates among the state PHPs, advocates for pro-PHP policies across the
6 country, and hosts conference throughout the US.

7 **B. WPHP.**

8 **1. WPHP’s founding and structure.**

9 23. WPHP was established in 1986, making it one of the oldest PHPs in the country.¹

10 24. WPHP is an independent nonprofit business. WPHP is funded, in part, by a
11 surcharge on certain doctors in the state on an annual basis. Presently, the annual surcharge is
12 \$75.

13 25. WPHP covers doctors with the following licenses: (1) Doctor of Allopathic Medicine
14 (MD); (2) Doctor of Osteopathic Medicine (DO); (3) Doctor of Dental Surgery (DDS); (4)
15 Doctor of Medicine in Dentistry (DMD); (5) Doctor of Podiatric Medicine (DPM); (6) Doctor
16 of Veterinary Medicine (DVM); and (7) Physician Assistant (PA). WPHP also serves medical
17 students and residents of the associated professions.

18 26. WPHP collaborates with these doctors’ applicable licensing entities and is trusted to
19 notify them when a doctor or participant “poses a risk to patients.”²

20 27. In addition to its relationship with various licensing entities, WPHP has close
21 relationships with hospitals, including the University of Washington.³ For instance, hospitals
22 contract with WPHP to provide services to their doctors who might become unable to practice

23 ¹ Washington Physicians Health Program, *2015 Annual Report* at 1 (2015), <https://wphp.org/wp-content/uploads/2021/06/2015-Annual-Report.pdf>.

24 ² Chris Bundy, *WPHP Report: Setting the Record Straight, Part 2*, Wash. Med. Comm’n (2019),
25 https://wphp.org/wp-content/uploads/2025/07/WMC_Update_Setting-Record-Straight_Pt-II_Winter2019.pdf.

26 ³ UW Medicine Office of Faculty Affairs, *Washington Physicians Health Program (WPHP)*,
<https://faculty.uwmedicine.org/resources/washington-physicians-health-program-wphp/> (last visited Jan. 30,
2026) (“WPHP is a physician-led program with an experienced staff dedicated to helping healthcare professionals
while promoting patient safety.”).

1 medicine safely. Under these contracts, WPHP is supposed to be a place where hospitals can
2 send their doctors and residents for treatment and eventual evaluation and clearance to return to
3 practice.

4 28. Although hospitals have contracts with WPHP, those contracts do not fund WPHP’s
5 work. Rather, according to the WMC, in 2024, license surcharges made up 83% of WPHP’s
6 budget, 12% came from fees charged to doctors receiving treatment from WPHP, and
7 “donations & other” made up the rest.⁴

8 29. WPHP holds itself out as a purely voluntary program that provides “a safe,
9 confidential, therapeutic opportunity for healing—protecting [doctors’] li[ves] and . . . career[s]
10 should [they] get sick.”⁵

11 30. And WPHP states that it “empower[s] physicians with accurate information so they
12 may make informed decisions should they find themselves, or a colleague, in difficulty.”⁶

13 31. With these representations in mind, hospitals and others refer doctors to WPHP, and
14 participants like Plaintiffs proceed to engage in WPHP’s programming, relying on their
15 expectations from WPHP’s statements and representations.

16 **C. Patient/Participant Process at WPHP.**

17 32. The way a doctor’s experience is “supposed” to work with WPHP involves five
18 steps.

19 33. First, a doctor is referred to WPHP—either by themselves or a colleague—because
20 of a perceived potential “impairment”—for example an addiction to drugs or alcohol—that
21 might interfere with the doctor’s ability to provide care for their patients. WPHP encourages
22 doctors, managers, and others to refer potentially impaired doctors to them by assuring them
23 that WPHP is voluntary, and provides “a safe, confidential, therapeutic opportunity for
24

25 ⁴ Washington Physicians Health Program, *2024 Annual Report* at 8 (2025), https://wphp.org/wp-content/uploads/2025/07/WPHP_AnnRep2024.pdf.

26 ⁵ UW PBSCI, *Saving Careers, Saving Lives: WPHP and the Impaired Physician*, at 1:01:57 (YouTube, Feb. 2, 2018), <https://youtu.be/xic27GyXnZ4?si=NL7IYYnpsRw0LFBm>.

⁶ Bundy, *supra* note 2.

1 healing—protecting [doctors’] li[ves] and . . . career[s] should [they] get sick.”⁷

2 34. Second, WPHP evaluates the doctor to assess whether they have an impairment and
3 whether that impairment is one that WPHP is suited to treat. WPHP proclaims that it can serve
4 doctors experiencing “any health condition.”⁸ In the assessment process, WPHP will “gather
5 health and psychosocial histories, administer a cognitive screen, and obtain laboratory testing to
6 inform next steps.”⁹ If the doctor decides to proceed with the program, they are required to sign
7 a contract making them a “participant” in the WPHP program and beginning their treatment
8 program. If the doctor decides not to proceed with the “voluntary” program, WPHP may refer
9 them to their applicable licensing entities, like the WMC for disciplinary review.

10 35. Third, the participant begins treatment. WPHP requires participants to receive their
11 care from WPHP-approved treatment providers. WPHP states that these providers “have
12 extensive experience and expertise in the treatment of healthcare professionals.”¹⁰ WPHP
13 suggests that throughout the treatment process they are transparent with participants, giving
14 them access to their records and allowing them to participate in decisions about their treatment
15 plans and approaches. During the treatment process, if a participant fails to cooperate with
16 WPHP, declines to submit to ordered evaluations or treatment, or who “in WPHP’s opinion, is
17 probably unable to practice with reasonable skill and safety,” then WPHP will notify their
18 applicable licensing entity and refer the participant for disciplinary review.

19 36. Fourth, when a doctor completes the required treatment, WPHP typically requires the
20 doctor to sign a “Health Support Agreement,” which gives WPHP the right to monitor the
21

22
23 ⁷ *Saving Careers, Saving Lives*, *supra* note 5, at 1:01:57.

24 ⁸ Washington Physicians Health Program, *Program Highlights*, <https://wphp.org/program-highlights/> (last visited
25 Jan. 30, 2026).

26 ⁹ Washington Physicians Health Program, *Program Highlights: Our Process – Initial Assessment*,
<https://wphp.org/program-highlights/> (last visited Aug. 27, 2025)
[\[https://web.archive.org/web/20250827184107/https://wphp.org/program-highlights/\]](https://web.archive.org/web/20250827184107/https://wphp.org/program-highlights/).

¹⁰ Washington Physicians Health Program, *Program Highlights: Our Process – Treatment*,
<https://wphp.org/program-highlights/> (last visited Aug. 27, 2025)
[\[https://web.archive.org/web/20250827184107/https://wphp.org/program-highlights/\]](https://web.archive.org/web/20250827184107/https://wphp.org/program-highlights/).

1 doctor for a given period of time, typically ranging from one to five years.¹¹ During this
2 probationary period, WPHP has the right to demand the doctor undergo drug testing, conduct
3 interviews with the doctor's colleagues and supervisors, and require visits to mental health
4 evaluators.

5 37. Fifth, at the end of a successful treatment program, WPHP may give the doctor a
6 medical clearance, assuring doctors, their supervisors, and employers that they are ready to
7 return to work.

8 **D. Plaintiffs' experiences with WPHP were anything but healthy or helpful.**

9 **1. WPHP took advantage of Plaintiff Dr. Ogunleye, caused him serious
10 financial and mental health harms, and set his career back.**

11 38. Dr. Ogunleye knew from age 19 that he wanted to be a doctor, and an orthopedic
12 surgeon in particular. He worked hard towards this goal, and even though he has ADHD,
13 graduated from college and then medical school by the age of 29.

14 39. Dr. Ogunleye was motivated, and that drive resulted in his acceptance into the UW
15 residency program. He knew the training at UW's Harborview Medical Center is tough, but he
16 wanted to be challenged, so that he would come out a strong surgeon.

17 40. His first year of the program went well, and he received glowing reviews from his
18 supervisors. His second year started with some challenges; the program director, with whom he
19 had a great relationship, left, and along with the normal stress and demands of the second year
20 of residency, there was some turmoil in the department that was distracting. Several times that
21 year, Dr. Ogunleye overslept and was late to work. He understood that being late is not an
22 option, and so when the UW told him that one of the consequences of his tardiness was that he
23 was being referred to WPHP, he did not balk. In his words: He hadn't come all this way just to
24 give up, so he was willing to do whatever his residency program asked of him. So, Dr. Ogunleye
25 agreed to take a leave from his program and enter WPHP's program.

26 ¹¹ Washington Physicians Health Program, *Program Highlights: Our Process – Health Support Agreement*,
<https://wphp.org/program-highlights/> (last visited Aug. 27, 2025)
[\[https://web.archive.org/web/20250827184107/https://wphp.org/program-highlights/\]](https://web.archive.org/web/20250827184107/https://wphp.org/program-highlights/).

1 41. After agreeing to become a WPHP participant, Dr. Ogunleye was sent for a drug test,
2 an alcohol test, and a neurocognitive test, despite the fact that no one in his program at UW
3 raised concerns about drug and alcohol use or abuse or significant neurological concerns.

4 42. Evelyn Riley, an employee at Western Washington Medical Group, a WPHP-
5 preferred provider, administered the neurological test. After the three-day test, Ms. Riley
6 concluded that Dr. Ogunleye had a major neurocognitive disorder and early onset dementia.
7 When Dr. Ogunleye read the findings, he was horrified and panicked; he thought, “surely this
8 isn’t me.” And on looking at the report more closely, he had a wave a relief when he realized
9 that the whole report was full of details that clearly did not refer to him: it listed the wrong date
10 of birth, the wrong age, wrong hand dominance, did not mention anything about his ADHD
11 diagnosis, and so forth.

12 43. So, he reached out to Ms. Riley and others, alerting them to the mix up. But rather
13 than admitting they had made a terrible error, redoing their tests, or taking some other
14 responsible action, WPHP and Ms. Riley doubled down: they claimed the results *were* about
15 him, and ordered him to undergo an MRI scan of his brain.

16 44. Dr. Ogunleye’s insurance, through Kaiser, concluded that the MRI was not
17 warranted, and refused to cover the cost. Nevertheless, WPHP insisted that Dr. Ogunleye
18 undergo the MRI at its preferred provider, or else they would tell UW and his orthopedic
19 department that he was a non-cooperating participant and not fit to return to work. Dr. Ogunleye
20 had no choice but to pay for and submit to the MRI.

21 45. Unsurprisingly, the MRI results were clean. It showed no abnormalities or concerns.
22 Nevertheless, WPHP did not release him from the program. Rather, he was held in a state of
23 limbo, without a path forward, stuck while watching his former classmates progress through
24 residency.

25 46. Finally, WPHP relented and allowed him to get a second opinion from another
26 doctor, Dr. Sanchez. Dr. Sanchez reviewed the test Ms. Riley administered and the conclusions

1 she reached and found it rife with errors, and upon reviewing Ms. Riley’s qualifications,
2 realized she was unqualified to administer or interpret the tests. Dr. Sanchez then re-ran the
3 neurological tests and concluded that Dr. Ogunleye has ADHD, a diagnosis he’d long had, but
4 otherwise was a fully functioning doctor who was ready and able to finish his residency.

5 47. Finally, nearly a year after being forced to stop his studies and undergo a raft of
6 unneeded and degrading tests, Dr. Ogunleye was allowed to return to UW. But, far from being
7 welcomed back with open arms, Dr. Ogunleye felt he returned under a cloud—and that far
8 everyone knew he’d gone through WPHP despite it purportedly being a confidential program.
9 Finally, Dr. Ogunleye resigned from the program at UW because he no longer felt he could get a
10 fair shake at the program.

11 48. Happily, because he is so driven to become a surgeon, Dr. Ogunleye has restarted his
12 residency at a new program in another state. But he’s lost years of time practicing as a doctor,
13 lost years of chances to help people in his community, and lost years of earning potential.

14 **2. WPHP harmed Plaintiff Dr. Gray, her mental health, financial well-being,**
15 **and medical career.**

16 49. Dr. Gray was a star of UW. She did her undergrad here. She went to medical school
17 here. She was in her second year of residency in UW’s OB/GYN program. She was featured on
18 UW’s marketing material—celebrated as one of a handful of UW alumni “changemakers.” She
19 even received the Husky Promise scholarship. And was—and remains—a beloved colleague
20 and friend to other medical school students and residents. And her patients, about whom she
21 cared deeply, routinely left her glowing reviews. It was not easy for Dr. Gray. She worked
22 extremely hard. She sometimes had setbacks. But each time, she fought back and used the
23 challenges as learning chances and opportunities to be a better doctor. That is, until she was sent
24 to WPHP.

25 50. During her second year of residency, Dr. Gray learned that she was going to have to
26 redo six months of her residency program. While her work shone in many areas, one of her
supervisors decided that she needed more time to learn new skills before progressing to the next

1 stage of her residency. This was tough news to take, especially because so many of Dr. Gray's
2 patients loved her and she felt ready to move forward. In this difficult time, Dr. Gray had
3 moments of self-doubt and let her friends know that she had suicidal ideation. While her friends
4 were quick to support her, when she asked for two weeks off so she could attend to her mental
5 health, the doctor overseeing her program referred her to WPHP instead and told her that she
6 could not return to practice unless cleared by WPHP. And that is when the problems for Dr.
7 Gray truly began.

8 51. When Dr. Gray arrived at WPHP she was immediately sent for drug and alcohol
9 testing, despite the fact that no one suggested she had a substance abuse issue. Dr. Gray tested
10 positive for amphetamines, which was no surprise given she was taking her regularly prescribed
11 ADHD medication. WPHP, though, questioned whether she actually had ADHD, and whether
12 she had a true medical need for her medication. Dr. Gray was so worried that her use of her
13 medication would be used against her that she decided to stop using her ADHD medication.
14 This was a significant blow to Dr. Gray, because she had an ADHD diagnosis from a UW
15 physician and had worked with her doctors to find the right combination of medications and
16 other work to manage her diagnosis. But she wanted to comply with everything WPHP directed
17 her to do, and so she went off her medication to avoid any issues. Next, WPHP referred her to
18 All Points North, a mental health and substance addiction center in Colorado. A month after she
19 was removed from practicing medicine, she went through a three-day virtual "comprehensive
20 mental health evaluation." Although Dr. Gray was located in Seattle during the evaluation, the
21 psychologists were located in Colorado, and none of them were licensed to practice in
22 Washington State. Instead, they had Colorado, Florida, and Mississippi licenses.

23 52. At first, it seemed that her time at WPHP would be short and she would be back to
24 work quickly. Although she had missed a month and a half of work, lost income, was thrown off
25 her ADHD treatment, and had the embarrassment of having people know she was sent for a
26 battery of mental health tests, just under two months after being referred, a WPHP affiliate, in a

1 meeting with WPHP itself and UW, informed UW that “Dr. Gray is deemed safe to practice
2 medicine with reasonable skill and safety[.]” At this point, Dr. Gray successfully returned to
3 work. She received excellent reviews from patients, her supervisors expressed no academic
4 concerns, and she felt she was back on track.

5 53. However, WPHP had conditioned its clearance on her undergoing further
6 neuropsychological testing to determine if she had ADHD. This seemed like an entirely
7 unneeded set of tests, given that Dr. Gray had long known that she has ADHD. Nevertheless,
8 she agreed to undergo the testing. For this set of tests, WPHP sent her to Dr. Lori Woehler. Dr.
9 Woehler graduated just three years prior, from Antioch University, and had very little
10 experience in neuropsychological assessments, having completed, at most, one rotation at the
11 Veterans’ Administration hospital in North Las Vegas.

12 54. Dr. Gray sat for an eight-hour evaluation, while not using her ADHD medication and
13 exhausted from working as a resident, and waited to hear the results. Over a month later, she
14 was directed to join a Zoom call with Dr. Woehler and members of WPHP. On the call, Dr.
15 Woehler informed Dr. Gray that she was acutely impaired, with serious visual and auditory
16 impairments, with extremely low memory and recall functions, and diagnosed her with an
17 “Unspecified Neurocognitive Disorder.” As a result, WPHP recommended immediate removal
18 from clinical duties, brain imaging, neurological testing, and trauma-focused therapy. WPHP
19 did not provide her any written report or any of the results from her testing at this time.

20 55. Dr. Gray was shocked to hear all of this. She had been performing at a high level her
21 entire career. She never had any hint that her memory was poor or that her visual or auditory
22 systems did not work properly. Nothing in any prior medical history suggested she suffered
23 from any of these issues. Dr. Gray fell into depression and wondered if she would ever be a
24 doctor. Like Dr. Ogunleye, Dr. Gray felt like the report was about someone else, not her.

25 56. Three weeks after her meeting with Dr. Woehler and WPHP staff, Dr. Gray was
26 finally given access to the written report. Again, much like Dr. Ogunleye, she had a moment of

1 relief: the report was full of facts about someone else. For example, Dr. Woehler noted that her
2 diagnosis and recommended treatment made sense in light of Dr. Gray's lingering distress over
3 her brother's suicide attempt and other "childhood trauma." Dr. Gray's brother neither
4 attempted suicide nor had any psychological issues at all and she had no idea what the
5 "childhood trauma" could refer to. Dr. Gray reached out to WPHP and expressed her concern
6 that the diagnosis she had received was really not hers, and that she was now being forced to
7 undergo treatment that should have been for someone else.

8 57. Again, as with Dr. Ogunleye, however, WPHP and its preferred provider did not fess
9 up to the grievous error, but instead doubled down, with Dr. Woehler saying she made a
10 copy/paste error. WPHP was steadfast: complete our treatment or you will never be cleared to
11 work.

12 58. Finally, three months after receiving Dr. Woehler's "diagnosis," and being prevented
13 from working by WPHP, Dr. Gray obtained a second opinion from a properly trained doctor
14 with real experience in neuropsychology. WPHP was not pleased. It tried to send Dr. Gray to
15 other WPHP-approved partners. But Dr. Gray insisted, and she saw Dr. Sanchez, the same
16 doctor Dr. Ogunleye found for his second opinion. Dr. Sanchez had 25 years of experience,
17 completed a two-year postdoctoral fellowship in neuropsychology at UW, and was the Director
18 of the UW Department of Psychiatry and Behavioral Science Neuropsychology Clinic at
19 Harborview for 14 years. When Dr. Sanchez reviewed the test that Dr. Woehler performed, the
20 records from All Points North, and met with Dr. Gray, she concluded that Dr. Woehler had
21 made serious errors, errors that a well-trained doctor should not make. These errors led to Dr.
22 Woehler making improper diagnoses and requiring improper treatment. Dr. Sanchez wrote "I
23 strongly recommend a graduated return to work for Dr. Gray" immediately upon her review. Dr.
24 Sanchez sent this letter to Dr. Gray, WPHP, and Dr. Gray's program at UW.

25 59. Finally, armed with a real review by a qualified doctor, Dr. Gray was ready to return
26 to work. WPHP agreed there were no medical reasons preventing her from returning to her

1 program. And the UW program told her that they were ready to welcome her back.

2 60. And yet, WPHP refused to send a final approval letter to UW. Why? Because Dr.
3 Gray had an outstanding \$350 invoice from WPHP and WPHP refused to give her a formal and
4 full clearance until she paid the bill. Only when Dr. Gray asked for clarification did WPHP state
5 she had been overcharged a “professional rate” of \$75 instead of the \$50 “resident/fellow rate”
6 per each month through its Recovery Trek platform. Here, again, WPHP’s error delayed getting
7 Dr. Gray back to work in a timely fashion—she was forced to call Recovery Trek for four days
8 before getting a clear answer on her outstanding bill. Dr. Gray had been out of work for half a
9 year because of WPHP’s errors, paying WPHP’s bills along the way, and diligently trying to
10 pay her last bill. Despite this, they decided to hold Dr. Gray hostage for one last payment.
11 WPHP would not let Dr. Gray go, even after UW gave her a work schedule. This was even more
12 peculiar because when WPHP had first let her return to work, it had not sent her an invoice, nor
13 had it said her return to work was predicated on it sending a “cleared to work letter.” Instead,
14 this time, when Dr. Gray returned to work before paying the \$350 bill, WPHP jumped into
15 action, and told UW that Dr. Gray was not cleared to work. This resulted in UW suspending Dr.
16 Gray and ultimately deciding to terminate her from her residency program. As an added insult,
17 WPHP sent her an additional \$50 invoice for unspecified “services” performed after she was
18 terminated. She has not yet been able to resume her medical career and has been out of work
19 since last winter.

20 **E. WPHP fails to meet the needs of its participants and engages in deceptive and**
21 **unfair practices.**

22 61. WPHP interacts with patient/participants during periods of significant professional
23 and personal vulnerability. WPHP tells doctors and the public that it will properly and
24 effectively evaluate doctors’ needs and provide them with the medical help they need to return
25 to work. But instead of actually helping their patient/participants, WPHP takes advantage of
26 them. Throughout each step of its program, WPHP engages in unfair and deceptive business
practices to the extreme detriment of its patient/participants, including in at least the ways

1 described below.

2 **1. WPHP fails to make decisions guided by sound professional judgment and**
3 **participant welfare.**

4 62. WPHP claims that its decisions are guided by sound professional judgment and
5 participant welfare. In fact, at every step of its program, its decisions reflect other, undisclosed,
6 and improper considerations. Specifically:

- 7 • WPHP has expanded the purported scope of “impairments” it can treat, from its original
8 ambit of drug and alcohol addiction, to now cover workplace and behavioral issues that
9 fall well outside its proper purview, misleading participants about the appropriate reach
10 of the organization and ensnaring doctors who are not medically impaired;
- 11 • WPHP unfairly requires participants to undergo testing that has no reasonable
12 connection to the reason for their referral, imposing unnecessary costs and burdens, and
13 resulting in improper diagnoses;
- 14 • WPHP unfairly uses subjective and unsupported methods to evaluate participants, rather
15 than transparent and reliable standards;
- 16 • WPHP misleads participants about the qualifications of its affiliated providers, who do
17 not have any special expertise, and unfairly maligns the care that non-affiliated providers
18 could offer;
- 19 • WPHP improperly claims that health professionals providing care to doctors need
20 special expertise;
- 21 • WPHP does not properly supervise its affiliated providers;
- 22 • WPHP unfairly restricts participants from receiving care from their own healthcare
23 providers;
- 24 • WPHP mandates participants agree to onerous post-treatment monitoring programs
25 untethered to the participants’ actual needs; and
- 26 • WPHP withholds clearance to return to work based on factors unrelated to a participant’s
ability to safely resume professional duties.

1 63. Through these actions, WPHP has engaged in unfair and deceptive business
2 practices, affecting Plaintiffs and the Class. It is unfair for WPHP to take actions regarding
3 patient/participant health that are not backed by accepted science, clinical evidence, or sound
4 professional judgment. Doctors come to WPHP expecting it to prioritize their recovery. It is
5 unfair when WPHP puts other interests before that. It is also deceptive for WPHP to claim to
6 use science and clinical evidence to guide treatment decisions, when in fact it does not.

7 **2. WPHP falsely claims it provides transparency to its participants.**

8 64. WPHP claims to operate with transparency, acknowledging that participants need
9 their information to make informed decisions. But, in reality, WPHP unfairly denies participants
10 access to their own monitoring records, evaluations, and test results. This is a deceptive practice
11 because WPHP specifically states they will provide participants with accurate and transparent
12 information when it does no such thing. And it is an unfair practice because without transparent
13 access to records, participants cannot make informed decisions about their own care and WPHP
14 retains exclusive authority over treatment decisions.

15 **3. WPHP falsely claims its program is purely voluntary.**

16 65. WPHP makes a big deal out of the voluntary nature of its program. But in reality,
17 WPHP enforces participation through coercive threats and dire professional consequences. It is
18 understandable why WPHP claims it is a purely voluntary program. No doctor would self-refer
19 themselves into a program that advertised itself as WPHP really is: an opaque bureaucracy,
20 driven by muddled goals, where WPHP and only WPHP gets to decide if you can return to
21 work. And other doctors and administrators would think twice about referring their colleagues
22 to a program that had no accountability for its actions. WPHP is deceptive when it claims to be
23 voluntary. It is also unfair for WPHP to claim it is voluntary for many reasons, including that it
24 falsely induces doctors to be referred to WPHP and takes power away from doctors who no
25 longer want to participate with WPHP.
26

1 **V. CLASS ALLEGATIONS**

2 66. Plaintiffs bring this case as a class action pursuant CR 23(b)(3) on behalf of
3 themselves and a proposed class (the “Class”) of persons consisting of all persons who were
4 participants in the WPHP between 2015 to the present (the “Class Period”).

5 67. The exact number of Class members is unknown to Plaintiffs but can be readily
6 determined from records maintained by WPHP. Thus, the number of persons who are members
7 of the proposed class is so numerous that joinder of all members is impracticable.

8 68. Common questions of law and fact exist as to all members of the Class, which
9 predominate over any questions solely affecting individual members of the Class. Among the
10 questions of law and fact common to the Class are:

- 11 a. Whether WPHP’s actions were unfair and/or deceptive;
- 12 b. Whether WPHP’s actions occurred in trade or commerce;
- 13 c. Whether WPHP’s actions violates the Washington Consumer Protection Act;
- 14 d. Whether WPHP knew Plaintiffs had a business expectancy; and
- 15 e. Whether WPHP’s interference was for an improper purpose or by improper
16 means.

17 69. Plaintiffs will fairly and adequately represent the Class, protecting the interests of the
18 members of the Class. The Plaintiffs have retained competent counsel experienced in class
19 action litigation and intend to prosecute this action vigorously.

20 70. Plaintiff Dr. Gray is a member of the Class, and she does not have interests
21 antagonistic to, or in conflict with, the interests of the other members of the Class.

22 71. Plaintiff Dr. Ogunleye is a member of the Class, and he does not have interests
23 antagonistic to, or in conflict with, the interests of the other members of the Class.

24 72. Plaintiffs’ claims are typical of the claims of the members of the Class.

25 73. A class action is superior to other available methods for the fair and efficient
26 adjudication of this controversy.

1
2 **VI. EQUITABLE TOLLING**

3 **A. Discovery rule.**

4 74. Plaintiffs and Class members did not discover and could not have discovered through
5 the exercise of reasonable diligence, WPHP deception concerning the acts alleged herein.

6 75. Plaintiffs and Class members remained in the dark about WPHP's unlawful conduct,
7 without the information that would have caused a reasonable person to suspect that WPHP was
8 engaging in unlawful conduct.

9 **B. Fraudulent concealment.**

10 76. All applicable statutes of limitation have been tolled by WPHP's knowing, active,
11 and ongoing fraudulent concealment of the facts alleged herein.

12 77. This lawsuit is premised in part on the misrepresentations and omissions WPHP
13 made in order to conceal the true nature of their acts from Plaintiffs. Among other things as
14 alleged above, WPHP's solicitations to Plaintiffs misrepresented and concealed the improper
15 and unfair nature of the acts, as well as WPHP's own interests.

16 **C. Estoppel.**

17 78. WPHP was under a continuous duty to disclose to Plaintiffs and Class members the
18 improper and unfair nature of their acts. Yet WPHP actively concealed these important
19 underlying facts.

20 79. WPHP is therefore estopped from relying on any statutes of limitation in defense of
21 this action.

22 **VII. CAUSES OF ACTION**

23 **COUNT ONE — VIOLATION OF WASHINGTON CONSUMER PROTECTION ACT**
24 **(RCW 19.86)**
25 **(On behalf of the Class against Defendant)**

26 80. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth
herein.

1 81. WPHP violates the Washington Consumer Protection Act (“CPA”), RCW 19.86.020,
2 which prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce.”

3 82. WPHP is a “person” within the meaning of the CPA, RCW 19.86.010(1), and
4 conducts “trade” and “commerce” within the meaning of RCW 19.86.010(2).

5 83. WPHP’s acts were done for the purpose of increasing profit, therefore within the
6 sphere of trade and are commerce.

7 84. The conduct described in the preceding paragraphs of this Class Action Complaint
8 constitutes deception, unfair or deceptive acts or practices, false promises, misrepresentations,
9 or concealment, suppression or omission of material facts with intent that others rely on such
10 concealment, suppression or omission, in connection with the sale or advertisement of services
11 in violation of RCW 19.86.020, including but not limited to:

- 12 a. Failing to base decisions on science, clinical evidence, and sound professional
13 judgment, while claiming to do the opposite;
- 14 b. Claiming to be transparent with patient/participants about their records and
15 treatment decisions, while actually preventing patient/participants from
16 accessing information on testing, treatment, monitoring, and other aspects of
17 their care at WPHP; and
- 18 c. Unfairly misrepresenting the voluntariness of WPHP’s program.

19 85. These representations and omissions occurred in online advertising, printed
20 materials, public presentations, and on WPHP’s website viewed by doctors over at least the last
21 10 years. These unfair and deceptive acts repeatedly occurred in WPHP’s trade or commerce.
22 WPHP had the capacity to deceive the public into believing that WPHP provided science-based,
23 voluntary treatment, that prioritized the health of its patient/participants and returning them to
24 work.

25 86. WPHP’s unfair and deceptive acts and practices affect the public interest. WPHP
26 injured Plaintiffs, as well as class members.

1 87. WPHP's actions and practices are not in good faith or reasonable in relation to the
2 development and preservation of a nonprofit business. WPHP can serve doctors who are
3 patients without subjecting them to unreliable testing, evaluations, treatment, and monitoring
4 requirements. And WPHP can fulfill its role of helping doctors without misrepresenting what it
5 does.

6 88. WPHP had and has the capacity to injure other members of the Washington public,
7 particularly since WPHP continues to provide and promotes their services in Washington.

8 89. Plaintiffs have been injured by WPHP's unfair and deceptive acts and practices.

9 90. WPHP's unfair and deceptive acts and practices are a proximate cause of Plaintiffs,
10 as well as the Class members' harms.

11 91. Plaintiffs on their own behalf as well as on behalf of Class members, seek actual
12 damages, treble damages, costs, and reasonable attorney's fees.

13 **COUNT TWO — TORTIOUS INTERFERENCE WITH A BUSINESS EXPECTANCY**
14 **(On behalf of the Class against Defendant)**

15 92. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth
16 herein.

17 93. Plaintiffs each had business expectancies.

18 94. WPHP knew Plaintiffs each had business expectancies.

19 95. WPHP intentionally interfered with Plaintiffs' business expectancies because it
20 desired to bring it about or knew that its interference was certain or substantially certain to occur
21 as a result of its actions.

22 96. WPHP interfered with Plaintiffs' business expectancy for an improper purpose or by
23 improper means by acting in an arbitrary and capricious manner.

24 97. WPHP's conduct caused Plaintiffs' damages.

25 **COUNT THREE — OUTRAGE**
26 **(On behalf of Plaintiffs against Defendant)**

98. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth

1 herein.

2 99. WPHP's conduct, as described in this Class Action Complaint, can only be
3 described as so outrageous in character, and so extreme in degree, as to go beyond all possible
4 bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized
5 community.

6 100. WPHP occupied a position of power in relation to Plaintiffs that it used to engaged
7 in the extreme and outrageous conduct described above.

8 101. Plaintiffs were particularly susceptible to emotional distress and WPHP knew of
9 Plaintiffs susceptibility.

10 102. WPHP's conduct was not privileged under the circumstances.

11 103. Plaintiffs' distress was severe—not mere annoyance, inconvenience, or normal
12 embarrassment.

13 104. WPHP proceeded in conscious disregard of the awareness of a high probability that
14 its conduct would cause severe emotional distress.

15 105. WPHP's extreme and outrageous conduct, intentionally and/or recklessly caused
16 Plaintiffs the harms and damages described herein, including severe emotional distress.

17 106. Plaintiffs directly received WPHP's extreme and outrageous conduct.

18 107. The above-described outrage caused additional damages to Plaintiffs including, but
19 not limited to, pain and suffering and severe emotional distress resulting in the loss of
20 enjoyment of life.

21 **VIII. PRAYER FOR RELIEF**

22 Plaintiffs, individually and on behalf of members of the Class, respectfully request the
23 following relief:

- 24 1. An order certifying the proposed Class pursuant to CR 23(a), (b)(1), and b(3),
- 25 designating Plaintiffs as named representatives of the class;
- 26 2. General and specific damages in an amount to be proven at trial;

- 1 3. Treble damages;
2 4. Reasonable attorney fees and costs and a service award for Plaintiffs;
3 5. Pre-judgment and post-judgment interest; and
4 6. Any such other and further relief as the Court deems just and proper.

5 **IX. DEMAND FOR JURY TRIAL**

6 Plaintiffs demand a trial by jury for all issues so triable.

7 RESPECTFULLY SUBMITTED this 10th day of February, 2026.

8 KELLER ROHRBACK L.L.P.

9 By s/ Daniel P. Mensher

10 By s/ Adele A. Daniel

11 By s/ Elizabeth W. Tarbell

12 By s/ Chris Nathaniel Ryder

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