

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT
Case Type: Employment

Brent Bullis,

Plaintiff,

v.

Consulting Radiologists, Ltd. (“CRL”) and Allina
Health System, d/b/a Abbott Northwestern
Hospital (“Abbott”),

Defendants.

Case No.: _____

**DEFENDANT CONSULTING
RADIOLOGISTS, LTD.’S ANSWER
TO PLAINTIFF’S COMPLAINT**

Defendant Consulting Radiologists, Ltd. (“CRL”), for its Answer to the Complaint of Plaintiff Brent Bullis (“Plaintiff”) states and alleges as follows:

CRL generally denies each and every allegation, matter and thing contained in the Complaint, including the introductory paragraphs, except as hereinafter admitted, qualified, or otherwise stated.

PARTIES

1. Upon information and belief admits the allegations set forth in Paragraph 1 of the Complaint.
2. CRL admits the allegations set forth in Paragraph 2 of the Complaint.
3. The allegations set forth in Paragraph 3 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, CRL admits that Plaintiff was employed by CRL but denies the remaining allegations of Paragraph 3 of the Complaint.

4. The allegations set forth in Paragraph 4 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, CRL admits that Plaintiff was employed by CRL but denies the remaining allegations of Paragraph 4 of the Complaint.

5. With respect to the allegations set forth in Paragraph 5 of the Complaint, CRL admits that Allina Health System d/b/a Abbott Northwestern Hospital (“ANW”) is a not-for-profit health system and part of the Allina Health network of hospitals and clinics and that ANW is a hospital based in Minneapolis, Minnesota. CRL denies the remaining allegations of Paragraph 5 of the Complaint.

6. With respect to the allegations set forth in Paragraph 6 of the Complaint, CRL admits that Plaintiff performed work at ANW and was the Chief of Staff Elect, his term of which was scheduled to commence on January 1, 2022. CRL admits that it entered a contract with Allina concerning the payment for services provided by CRL employees, including Plaintiff and that the contract speaks for itself. CRL further asserts that the Plaintiff was to be compensated for his work as the ANW Chief of Staff pursuant to an agreement between CRL and Plaintiff, the terms of which speaks for itself. As for the remaining allegations of Paragraph 6, CRL states that the referenced Bylaw speaks for itself and no further response is required thereto.

7. The allegations set forth in Paragraph 7 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, CRL admits that Plaintiff was employed by CRL but denies the remaining allegations of Paragraph 7 of the Complaint.

8. With respect to the allegations set forth in Paragraph 8 of the Complaint, CRL asserts that Plaintiff’s contract speaks for itself. CRL further asserts that the allegations set forth in Paragraph 8 contain a legal conclusion to which no response is required. To the extent a response is required, CRL denies the allegations of Paragraph 8 of the Complaint.

9. The allegations set forth in Paragraph 9 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, CRL admits that Plaintiff was employed by CRL but denies the remaining allegations of Paragraph 9 of the Complaint.

JURISDICTION AND VENUE

10. The allegations set forth in Paragraph 10 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, CRL denies same. CRL further denies any wrongdoing or that Plaintiff is entitled to any requested relief.

11. The allegations set forth in Paragraph 11 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, CRL admits that venue is proper in Hennepin County, but denies any wrongdoing.

FACTS

A. *Plaintiff's Exceptional History of Employment with CRL*¹

12. With respect to the allegations set forth in Paragraph 12 of the Complaint, CRL admits that Plaintiff was employed by CRL for 18 years during which time he performed work for the Radiology Department of ANW. CRL further admits that Plaintiff held two patient care committee roles, was a member of the ANW Foundation Board, Chief of Staff Elect at ANW and had been appointed to the position of Chief of Staff of ANW to commence on January 1, 2022. CRL admits that Plaintiff was terminated without cause on September 2, 2021. CRL denies the remaining allegations of Paragraph 12 of the Complaint.

13. CRL admits the allegations set forth in Paragraph 13 of the Complaint.

14. CRL admits the allegations set forth in Paragraph 14 of the Complaint.

¹ With regard to all assertions set forth in the headings of Plaintiff's Complaint, CRL states that no response is required. However, to the extent a response is required, CRL denies the content of each and every heading.

15. CRL admits the allegations set forth in Paragraph 15 of the Complaint.

16. With respect to the allegations set forth in Paragraph 16 of the Complaint, CRL admits that in January of 2020 Plaintiff became the ANW Chief of Staff Elect. CRL denies the remaining allegations of Paragraph 16 of the Complaint.

17. CRL denies the allegations set forth in Paragraph 17 of the Complaint.

B. *Plaintiff Reports CRL's Serious, Ongoing Peer Review Transgressions*

18. CRL denies the allegations set forth in Paragraph 18 of the Complaint.

19. CRL denies the allegations set forth in Paragraph 19 of the Complaint.

20. CRL denies the allegations set forth in Paragraph 20 of the Complaint.

21. With respect to the allegations set forth in Paragraph 21 of the Complaint, CRL admits that on or about July 20, 2021 Plaintiff attended a meeting that he had scheduled with Dr. Nobrega, Dr. Hite and Dr. Yost, which was also attended by Dr. Hassell. CRL denies the remaining allegations of Paragraph 21 of the Complaint.

22. CRL denies the allegations set forth in Paragraph 22 of the Complaint.

23. CRL denies the allegations set forth in Paragraph 23 of the Complaint.

24. With respect to the allegations set forth in Paragraph 24 of the Complaint, CRL admits that at some point in August of 2020, Plaintiff requested a meeting with Dr. Hassell. CRL further admits that Dr. Hassell agreed to meet with Plaintiff, but due to Dr. Hassell's other commitments at the time of Plaintiff's request, the meeting was not scheduled. CRL denies the remaining allegations of Paragraph 24 of the Complaint.

25. CRL denies the allegations set forth in Paragraph 25 of the Complaint.

26. CRL denies the allegations set forth in Paragraph 26 of the Complaint.

27. CRL denies the allegations set forth in Paragraph 27 of the Complaint.

C. Plaintiff Reports Defendants' Billing Fraud, Patient Care Violations, Illegal Activity, and Other Fraudulent Behavior

28. CRL denies the allegations set forth in Paragraph 28 of the Complaint.
29. CRL denies the allegations set forth in Paragraph 29 of the Complaint.
30. CRL denies the allegations set forth in Paragraph 30 of the Complaint.
31. CRL denies the allegations set forth in Paragraph 31 of the Complaint.
32. CRL denies the allegations set forth in Paragraph 32 of the Complaint.
33. CRL denies the allegations set forth in Paragraph 33 of the Complaint.
34. CRL denies the allegations set forth in Paragraph 34 of the Complaint.
35. CRL denies the allegations set forth in Paragraph 35 of the Complaint.
36. CRL denies the allegations set forth in Paragraph 36 of the Complaint.
37. CRL denies the allegations set forth in Paragraph 37 of the Complaint.

D. Plaintiff Reports Defendants' Sex Discrimination, Retaliation, and History of Abusive Behavior Toward Dr. Sara Veldman.

38. CRL denies the allegations set forth in Paragraph 38 of the Complaint.
39. CRL denies the allegations set forth in Paragraph 39 of the Complaint.
40. CRL denies the allegations set forth in Paragraph 40 of the Complaint.
41. With respect to the allegations set forth in Paragraph 41 of the Complaint, CRL admits that Plaintiff sent a letter to the CRL Board on or about September 17, 2020, the contents of which speaks for itself. CRL denies the remaining allegations of Paragraph 41 of the Complaint.
42. With respect to the allegations set forth in Paragraph 42 of the Complaint, CRL asserts that the content of the letter speaks for itself and no separate response is required thereto. CRL further specifically denies any alleged wrongdoing as asserted in Plaintiff's letter to the CRL Board.

43. With respect to the allegations set forth in Paragraph 43 of the Complaint, CRL admits that an investigator was retained to conduct an investigation and affirmatively asserts that the investigation was conducted in response to issues raised separately by Dr. Veldman and the Plaintiff concerning CRL's decision to reduce Dr. Veldman's paid administrative time. CRL denies the remaining allegations of Paragraph 43 of the Complaint.

44. CRL denies the allegations set forth in Paragraph 44 of the Complaint.

45. With respect to the allegations set forth in Paragraph 45 of the Complaint, CRL admits that Plaintiff attended a meeting in August 2021 involving Dr. Hassell, Dr. Arslanlar, Dr. Veldman and Dr. Parker to discuss the Breast Section. CRL denies the remaining allegations of Paragraph 45 of the Complaint.

E. *Defendants' Termination in Retaliation for, and to End Plaintiff's Protected Conduct*

46. With respect to the allegations set forth in Paragraph 46 of the Complaint, CRL admits that Plaintiff was terminated on September 2, 2021, approximately four months before he was to assume the role as ANW's Chief of Staff. CRL denies the remaining allegations of Paragraph 46 of the Complaint.

47. With respect to the allegations set forth in Paragraph 47 of the Complaint, CRL asserts that the referenced contract speaks for itself and no further response is required. To the extent a response is required, CRL admits that the Chief of Staff, in addition to other responsibilities, is involved in matters related to patient safety and quality. CRL denies the remaining allegations of Paragraph 47 of the Complaint.

48. CRL denies the allegations set forth in Paragraph 48 of the Complaint.

49. CRL denies the allegations set forth in Paragraph 49 of the Complaint.

50. CRL denies the allegations set forth in Paragraph 50 of the Complaint.

51. CRL denies the allegations set forth in Paragraph 51 of the Complaint.
52. CRL denies the allegations set forth in Paragraph 52 of the Complaint.

COUNT I

RETALIATION IN VIOLATION OF MINNESOTA WHISTLEBLOWER ACT (Consulting Radiologists, Ltd.; Allina Health System, d/b/a Abbott Northwestern Hospital)

53. CRL incorporates by reference its responses to Paragraphs 1 through 52 of Plaintiff's Complaint as if fully restated herein.

54. With respect to the allegations set forth in Paragraph 54 of the Complaint, CRL asserts that the quoted statutory provision speaks for itself and no separate response is required. To the extent a response is required, or the statutory provision is improperly quoted, CRL denies same.

55. With respect to the allegations set forth in Paragraph 55 of the Complaint, CRL asserts that the quoted statutory provision speaks for itself and no separate response is required. To the extent a response is required, or the statutory provision is improperly quoted, CRL denies same.

56. The allegations set forth in Paragraph 56 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, CRL denies the allegations of Paragraph 56 of the Complaint.

57. The allegations set forth in Paragraph 57 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, CRL denies the allegations of Paragraph 57 of the Complaint.

58. The allegations set forth in Paragraph 58 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, CRL denies the

allegations of Paragraph 58 of the Complaint. CRL further denies that it engaged in any wrongful conduct in violation of the MWA, Minn. Stat. § 181.931, *et seq.*

59. The allegations set forth in Paragraph 59 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, CRL denies the allegations of Paragraph 59 of the Complaint.

60. CRL denies the allegations set forth in Paragraph 60 of the Complaint.

COUNT II

RETALIATION IN VIOLATION OF MINNESOTA HUMAN RIGHTS ACT

(Consulting Radiologists, Ltd. Allina Health System,
d/b/a Abbott Northwestern Hospital)

61. CRL incorporates by reference its responses to Paragraphs 1 through 60 of Plaintiff's Complaint as if fully restated herein.

62. With respect to the allegations set forth in Paragraph 62 of the Complaint, CRL asserts that the quoted statutory provision speaks for itself and no separate response is required. To the extent a response is required, or the statutory provision is improperly quoted, CRL denies same.

63. The allegations set forth in Paragraph 63 of the Complaint contain a legal conclusion to which no response is required. CRL further asserts that the allegations of Paragraph 63 lack specificity as to which Defendant is being referenced. Moreover, to the extent a response is required, CRL denies the allegations of Paragraph 63 of the Complaint.

64. The allegations set forth in Paragraph 64 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, CRL denies the allegations of Paragraph 64 of the Complaint.

65. The allegations set forth in Paragraph 65 of the Complaint contain a legal conclusion to which no response is required. CRL further asserts that the allegations of Paragraph 65 lack specificity as to which Defendant is being referenced. Moreover, to the extent a response is required, CRL denies the allegations of Paragraph 65 of the Complaint. CRL further denies that it engaged in any wrongful conduct in violation of the MHRA.

66. The allegations set forth in Paragraph 66 of the Complaint contain a legal conclusion to which no response is required. CRL further asserts that the allegations of Paragraph 66 lack specificity as to which Defendant is being referenced. Moreover, to the extent a response is required, CRL denies the allegations of Paragraph 66 of the Complaint.

COUNT III

BREACH OF FIDUCIARY DUTY IN VIOLATION OF MINN. STAT. § 302A.751 (Consulting Radiologists, Ltd.)

67. CRL incorporates by reference its responses to Paragraphs 1 through 66 of Plaintiff's Complaint as if fully restated herein.

68. CRL denies the allegations set forth in Paragraph 68 of the Complaint.

69. The allegations set forth in Paragraph 69 of the Complaint, CRL asserts that the statutory provision speaks for itself and no separate response is required. To the extent a response is required, CRL denies same.

70. The allegations set forth in Paragraph 70 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, CRL denies the allegations of Paragraph 71 of the Complaint.

71. The allegations set forth in Paragraph 71 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, CRL denies the allegations of Paragraph 71 of the Complaint.

72. The allegations set forth in Paragraph 72 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, CRL denies the allegations of Paragraph 72 of the Complaint.

73. The allegations set forth in Paragraph 73 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, CRL denies the allegations of Paragraph 73 of the Complaint.

74. The allegations set forth in Paragraph 74 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, CRL denies the allegations of Paragraph 74 of the Complaint. CRL further denies that it engaged in any wrongful conduct in violation of Minnesota Statutes section 302A.751.

COUNT IV

BREACH OF FIDUCIARY DUTY IN VIOLATION OF MINNESOTA COMMON LAW (Consulting Radiologists, Ltd.)

75. CRL incorporates by reference its responses to Paragraphs 1 through 74 of Plaintiff's Complaint as if fully restated herein.

76. The allegations set forth in Paragraph 76 of the Complaint contain a legal conclusion to which no response is required. To the extent a responses is required, CRL denies the allegations of Paragraph 76 of the Complaint.

77. The allegations set forth in Paragraph 77 of the Complaint contain a legal conclusion to which no response is required. To the extend a response is required, CRL denies the allegations of Paragraph 77 of the Complaint.

78. The allegations set forth in Paragraph 78 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, CRL denies the allegations of Paragraph 78 of the Complaint.

79. The allegations set forth in Paragraph 79 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, CRL denies the allegations of Paragraph 79 of the Complaint.

80. CRL denies the allegations set forth in Paragraph 80 of the Complaint.

81. CRL denies the allegations set forth in Paragraph 81 of the Complaint.

COUNT V

DEFAMATION

(Consulting Radiologists, Ltd.)

82. CRL incorporates by reference its responses to Paragraphs 1 through 81 of the Plaintiff's Complaint as if fully restated herein.

83. CRL denies the allegations set forth in Paragraph 83 of the Complaint.

84. CRL denies the allegations set forth in Paragraph 84 of the Complaint.

85. CRL denies the allegations set forth in Paragraph 85 of the Complaint.

86. The allegations set forth in Paragraph 86 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, CRL denies same. CRL further denies any wrongful conduct as alleged in Paragraph 86 of the Complaint.

87. The allegations set forth in Paragraph 87 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, CRL denies same. CRL further denies any wrongful conduct as alleged in Paragraph 87 of the Complaint.

88. The allegations set forth in Paragraph 88 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, CRL denies same. CRL further denies any wrongful conduct as alleged in Paragraph 88 of the Complaint.

89. The allegations set forth in Paragraph 89 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, CRL denies same. CRL further denies any wrongful conduct as alleged in Paragraph 89 of the Complaint.

AFFIRMATIVE DEFENSES

For its affirmative defenses, CRL alleges the following:

1. Plaintiff has failed to state a claim against CRL upon which relief may be granted.
2. Plaintiff's claims are barred, in whole or in part, by the statute of limitations.
3. Plaintiff's claims are barred or otherwise limited to the extent that he failed to mitigate his damages.
4. Any and all actions of CRL were undertaken for legitimate and nondiscriminatory business purposes and without unlawful purpose or motive.
5. Plaintiff's claim for punitive damage is barred because it violates the statutory requirements for such a claim pursuant to Minn. Stat. § 549.191 and because Plaintiff is not entitled to punitive damages under the MHRA and common law, including but not limited to because CRL did not act with malicious intent or reckless indifference.
6. CRL exercised reasonable care to prevent, avoid, and/or correct any harmful, wrongful, or unlawful conduct toward Plaintiff, the existence of which is expressly denied.
7. If Plaintiff sustained any damages as alleged in the Complaint, such damages were caused by or contributed to by acts, omissions, fault, assumption of risk, or other wrongful or improper conduct of Plaintiff.
8. Plaintiff's claims are barred because his injuries, if any, were caused by the actions of others over whom CRL had no authority or control, and not by CRL.

9. Plaintiff's claims are barred, in whole or in part, by the doctrine of after acquired evidence.

10. Plaintiff's claims are barred, in whole or in part, by the doctrines of laches, waiver, estoppel, and unclean hands.

11. Plaintiff's claims may be barred by any and all of the defenses set forth in Minnesota Rule of Civil Procedure 8.03. The extent to which Plaintiff's claims may be barred by one or more of said defenses not specifically set out above cannot be determined until CRL has had a full opportunity to complete discovery. Therefore, CRL incorporates all such defenses as if fully set forth herein.

RELIEF

WHEREFORE, Defendant Consulting Radiologists, Ltd. prays for relief as follows:

1. For an Order dismissing Plaintiff's Complaint in its entirety and with prejudice;
2. For an award of costs and disbursements, including attorneys' fees incurred by Defendant as permitted by law; and
3. For such other relief as the Court deems just and equitable.

FOLEY & MANSFIELD, PLLP

Dated: May

By: s/ Lisa M. Lamm Bachman

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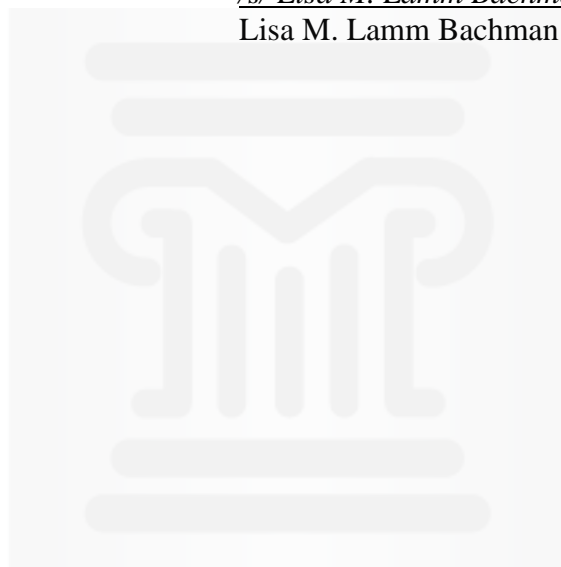
**ATTORNEYS FOR DEFENDANT CONSULTING
RADIOLOGIST, LTD.**

ACKNOWLEDGEMENT

The party upon whose behalf this pleading is submitted, by and through the undersigned, hereby acknowledges that sanctions may be imposed for a violation of Minn. Stat. § 549.211.

/s/ Lisa M. Lamm Bachman

Lisa M. Lamm Bachman



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