

Chair Taylor, Vice-Chair Knopp, Members of the Senate Committee on Labor and Business –

My name is Dr. Ryan R. Wood and I'm a practicing physician in Portland. I was subject to a non-compete agreement that I never should have been asked to sign. I'm here in favor of SB 1527.

At 36 years old I decided to move to Portland and close my health care clinic in Montana to focus on training in regenerative interventional orthopedics. I returned to medical school for my second doctorate to achieve this goal and while in school. I joined his clinic performing as a glorified medical assistant, by charting, handling needles, prepping patients for procedures, and other office administrative and minor patient duties until I had graduated and attained licensure in the state of Oregon.

During that time, I wrote the first ever residency for regenerative medicine which became sponsored by a pharmaceutical/nutraceutical company. Unfortunately, the pay for this residency was a dramatic reduction as compared to my previous clinic. Having just had a new baby and gotten married, I could not accept the loss of pay. My former employer and I negotiated a contract that allowed me to have better pay initiative and I joined as a full-time associate physician with strong discussions about partnership opportunities.

It was clear after 1 year of working for him that there was no upward mobility.. He dictated who I got to see, who I was paid for and otherwise inhibited my ability to generate an income commensurate with my education and experience. At one point when I brought up partnership, he told me, and I quote, "you will never be a partner and that he could replace me with anyone off the street."

At that point in my career I had 2 bachelor's degrees, 2 doctorates a 1-year fellowship, 10 years of clinical experience in direct patient to patient health care and was inventing devices to improve my patient care. I was a dad with a new baby, a new wife and a new house payment. The \$60,000 I was making wasn't enough to care for my growing family and pay for my debts. The conversations regarding partnership and pay equality became more hostile and there was no chance of me bringing my intellectual property to market without being sued. I decided I had to leave the practice. Unfortunately, I had signed a non-compete that was so encompassing that I would have had to move outside of Portland, which would have been impossible with my home life. I reviewed the state laws regarding non-compete agreements and realized that I wasn't a salaried employee and I didn't make enough money to be subject to the non-compete agreement he made me sign.

My only recourse was to hire an attorney, while making \$60,000, taking care of my then newborn daughter, paying student loan payments and the cost of a new home. The cost burden nearly bankrupted my family however we knew unequivocally that it was a necessary burden. I had to ensure the future for my family and my patients.

My attorney drafted a letter to attempt to void my non-compete agreement. It sent via certified mail to my employer at the clinic. On a Monday morning following his receipt of this letter I recall him storming into my office, slamming the door shut and berating me as a traitor for at least 20 minutes. Afterwards, his behavior became even more hostile. His threats terrified me, and I was forced to wait an entire year to leave due to fear of retaliation. My former employer is very well known in our profession and has a substantial amount of capital. He could easily have destroyed me both professionally and financially.

Following a year of insults and workplace harassment, I finally left at a time when things seemed better between us. He had hired another associate and used the exact same contract with him as he did with me. I was astounded he would do this following the experiences we had. It did however allow me the out I desperately needed.

When I did leave, I essentially held my breath for 18 straight months. I was terrified, he was going to sue me knowing there was NO WAY I could have financially withstood a lawsuit. It would have bankrupted me, destroyed my family, destroyed my current clinical practice, my patient's access to my care AND caused undue hardship on my current business partner. He and I split 50-50 the cost of our current clinic, overhead and staffing. A lawsuit would have certainly affected him, my staff and all of the patients within our practice.

On November 17<sup>th</sup>, 2019 at 6:30pm my business partner and I closed the door to our office and had a quiet celebratory toast that the 18 months of fear was finally over.

As a practicing physician I have preceptors who shadow my work. I will never, nor have I ever had any of them sign non-competes. I fundamentally believe everyone should have access to the healthcare they need and that non-competes in any industry, but especially healthcare inhibit innovation, wage growth, and in my industry access to care. SB 1527 fixes Oregon's seemingly intentionally unclear statute governing non-competes. SB 1527 ensures that workers like me, that never should have been asked to sign a non-compete don't have to go through the costly and stressful situation that I had to.

Please vote yes.