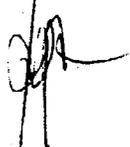


**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
FT. PIERCE DIVISION**

UNITED STATES EQUAL EMPLOYMENT )  
 OPPORTUNITY COMMISSION, )  
 )  
 Plaintiff, )  
 )  
 GLORIA FARINA, M.D., )  
 )  
 Intervenor-Plaintiff )  
 )  
 v. )  
 )  
 EMERGENCY MEDICINE ASSOCIATES, INC., )  
 )  
 and )  
 )  
 INDIAN RIVER MEMORIAL HOSPITAL, INC., )  
 )  
 Defendants, )  
 )  
 )  
 )  
 )  
 )

CIVIL ACTION NO.: 02-14139  
 CIV-PAINE

FILED BY  
  
 D.C.

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**INTERVENOR-PLAINTIFF GLORIA FARINA, M.D.'S VERIFIED COMPLAINT**

Intervenor-Plaintiff, GLORIA FARINA, M.D., by and through her undersigned counsel, hereby sues Defendants, EMERGENCY MEDICINE ASSOCIATES, INC., ("EMA") and INDIAN RIVER MEMORIAL HOSPITAL, INC., ("IRMH") and alleges the following:

**INTRODUCTION**

1. This action involves claims of discrimination and harassment based on sex and pregnancy, and retaliation pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e, et seq., as amended by the Civil Rights Act of 1991, 42 U.S.C. 1981a, and the Pregnancy Discrimination Act, and pursuant to the Florida Civil Rights Act of 1992, Florida Statutes § 760.01, et seq., and is brought by Intervenor-Plaintiff, GLORIA FARINA, M.D., ("DR. FARINA").



## JURISDICTION, VENUE AND PARTIES

2. This action arises, in part, under Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000, *et seq.*, as amended by the Civil Rights Act of 1991 and the Pregnancy Discrimination Act (“Title VII”). This Court has original jurisdiction to grant relief pursuant to 28 U.S.C. §§ 1331, 1332(a)(1) and 1343 (3) and (4). This Court is vested with jurisdiction to order an injunction, front pay, back pay or any other equitable relief as may be proper, and compensatory and punitive damages, attorneys’ fees and costs pursuant to 42 U.S.C. §§ 1981a and 2000e-5(g). This action also arises under the Florida Civil Rights Act of 1992, Florida Statutes § 760.01, *et seq.*(the “FCRA”). This Court has jurisdiction over all state law claims pursuant to 28 U.S.C. §1331 and §1367. The state claims herein are for damages in excess of \$75,000.00 and are therefore within the jurisdiction of this Court.

3. Venue is proper in the Ft. Pierce Division of the Southern Division of Florida pursuant to 28 U.S.C. § 1391(a) and (c) because Defendants’ principal place of business is located in Vero Beach, Florida, and because the unlawful employment practices giving rise to this action were committed within this judicial district.

4. Plaintiff, UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (“EEOC”), made a finding of sex discrimination, sexual harassment and retaliation against EMA & IRMH, and filed suit in its own right on behalf of DR. FARINA, giving her the right to intervene as a plaintiff. DR. FARINA brings her claims herein as an intervening plaintiff. A copy of the EEOC’s Letter of Determination is attached to this Complaint as **Intervenor’s EXHIBIT “A.”**

5. Intervenor-Plaintiff, DR. FARINA, is an individual who resides in Indian River County, Florida, during the time of her employment with EMA & IRMH. DR. FARINA was employed by EMA & IRMH as a hospital emergency room physician. She is female and was pregnant, and is therefore protected from discrimination in employment under the Florida Act and Title VII.

6. Defendant, EMA, is a Florida corporation. At all times material, EMA was and is engaged in providing emergency room medical services with IRMH. EMA is an "employer" as defined by 42 U.S.C. § 2000e(b) and Fla. Stat. §760.02(7) because it employs 15 or more employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year.

7. Defendant, IRMH, is a Florida corporation. At all times material, IRMH was and is operating a hospital in Vero Beach, Florida. IRMH is an "employer" as defined by 42 U.S.C. § 2000e(b) and Fla. Stat. §760.02(7) because it employs 15 or more employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar

8. Defendants, EMA & IRMH constitute a single employer, and are jointly and severally liable for the acts complained of herein.

**COMPLIANCE WITH PROCEDURAL REQUIREMENTS**

9. DR. FARINA timely filed a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC") and the Florida Commission on Human Relations ("FCHR") alleging sex and pregnancy discrimination and retaliation. This action is filed within four (4) years of the unlawful acts complained of herein. Plaintiff has satisfied any and all administrative requirements precedent to the filing of this action pursuant to §760.11.

### GENERAL ALLEGATIONS

10. DR. FARINA was employed by EMA & IRMH as an emergency room physician at the Hospital from October 1995 until January 31, 2000. DR. FARINA was the first female to work as an emergency room doctor with EMA at IRMH.

11. EMA & IRMH created a discriminatory and demeaning work environment for female employees. DR. FARINA was routinely subjected to sexual discrimination and harassment by several of her supervisors and co-workers.

12. EMA & IRMH refused to promote DR. FARINA to partner during her employment, solely because of her gender. Males with less tenure and experience were consistently made partners.

12. The hostile and sexually-harassing conduct to which DR. FARINA was subjected during her employment with EMA & IRMH included, but was not limited to, the following:

- (i) using graphic sexual language and gestures,
- (ii) telling sexually explicit jokes to DR. FARINA and other female staff,
- (iii) engaging in inappropriate sexual relationships with female staff members,
- (iv) routinely making explicit comments about their sexual experiences, and
- (v) openly discussing the female hospital staff members and patients with whom they would like to engage in sexual relations;

13. The inappropriate sexual language and innuendo, sexually explicit jokes, and vulgar behavior included, but is not limited to, the following:

- (i) On one occasion, Dr. Brad Damiani announced that he "finds it a turn on to see two beautiful women having sex." He went on to ask other male employees whether they also found it to be erotic.
- (ii) On another occasion, while DR. FARINA was treating a female patient, Dr. Damiani approached DR. FARINA and noted that the patient "must have implants because her breasts are very perky." A nurse cautioned that the patient was only eighteen (18) years old. Dr. Damiani replied "still, I'd like to find out." Moments later, Dr. Damiani asked why the patient was in the emergency room. DR. FARINA advised that she had abdominal pain, and Dr. Damiani asked if it was pelvic inflammatory disease. When DR. FARINA answered affirmatively, Dr. Damiani remarked "someone already got to her," referring to sexual intercourse.
- (iii) On a different occasion, another attractive female patient was in the emergency room shrieking from pain. Dr. Damiani commented that "she should be screaming, but not from pain," referring again to sexual intercourse with the patient.
- (iv) Dr. Damiani described his bachelor party in graphic detail in front of DR. FARINA and other emergency room staff. He stated that strippers removed his pants and he sat completely exposed. Dr. Damiani then graphically explained that "two strippers had their boobs on either side of me while another had her crotch in my face."

- (v) On one occasion, Dr. Damiani was looking at a swimsuit model magazine, and commented to DR. FARINA and others: "you talk about chest pain, look at this," referring to the model's large breasts. Dr. Bob Butler remarked that he "would like to be the sand on that model."
- (vi) On another occasion, Dr. Damiani announced to DR. FARINA and other emergency room staff that he "never wears a condom."
- (vii) On one occasion, Dr. Damiani had some shaving cream on his face and ears. When it was pointed out to him, he asked DR. FARINA if she would "lick it off" for him.
- (viii) Dr. Damiani showed DR. FARINA a Victoria's Secret lingerie catalog that he kept at the office, and told her that when he is talking to a patient and gets upset or annoyed, he tells the patient to "wait a minute" and looks at the women in the catalog wearing lingerie. He stated that then he can smile again and continue talking with the patient. Dr. Damiani noted that the photographs "showed lots of cleavage."
- (ix) DR. FARINA witnessed Dr. Damiani inappropriately touching female hospital employees in the emergency room.
- (x) On another occasion, Dr. Damiani stated that "he wasn't the one found having sex with a woman in the employee parking lot," and that it was instead a male nurse. Dr. Damiani added that perhaps the sexual intercourse was not with a woman but "with a dog."

- (xi) Other male employees also regularly subjected DR. FARINA to inappropriate language and jokes. The male employees often talked about women with whom they would, or would not like to have sexual relations. For example, Dr. Butler commented that he would 'really like to do it' with a female pulmonologist and a female radiologist at the hospital.
- (xii) Dr. Dudley Teel told DR. FARINA that Dr. Damiani did not like her because "he couldn't get in her pants."

14. DR. FARINA was also treated differently than the male doctors in the terms and conditions of her employment because of her sex and pregnancy. For example:

- (i) DR. FARINA was routinely subjected to inappropriate questions and comments by the male doctors about whether she was going to have children or continue working. The male doctors would question her as to why she did not "just get pregnant and stay home" because she was "married to another doctor."
- (ii) DR. FARINA was often told that "she didn't need more shifts because her husband is a doctor."
- (iii) On one occasion, DR. FARINA overheard Dr. Damiani asking a female surgeon, Dr. Heidi Gorsutch why she returned to work and stating that he "thought for sure after you had your second child you would just close your practice and stay home."
- (iv) A witness overheard Dr. Damiani and Dr. Bob Butler refer to DR. FARINA's pregnancy in July 1999 and state "now what are we going to do with her."

- (v) The male doctors regularly asked female employees whether they were planning to have any children. They would also routinely ask the females "if they would permanently stop working if they became pregnant."
- (vi) The male doctors would regularly ask DR. FARINA, who was 41 years old at the time, if she was pregnant yet, and would make statements such as "older parents have a higher incidence of mentally retarded and anacephalic children."

15. On March 9, 1999, DR. FARINA was reviewing her lipid profile with Dr. Rechter. Dr. Damiani interrupted and asked DR. FARINA if she was pregnant. DR. FARINA stated that she was not, yet Dr. Damiani continued badgering her, asking "are you sure?"

16. On March 2, 1999, Dr. Damiani asked DR. FARINA "when are you going to have another baby?"

17. On March 27, 1999, Dr. Butler again asked DR. FARINA if she was pregnant.

18. On June 4, 1999, DR. FARINA was speaking to a male nurse about how he juggles caring for two children since his wife also works. Dr. Damiani overheard the conversation and demanded to know if DR. FARINA was pregnant.

18. In July 1999, DR. FARINA had a pregnancy test done at the hospital, which was positive. DR. FARINA told no one about her pregnancy except for her husband.

19. Within days, on July 26, 1999, a hospital employee asked DR. FARINA if she was pregnant. DR. FARINA did not respond. The employee then related a conversation that she had with Dr. Damiani wherein Dr. Damiani stated that DR. FARINA might not be able to make it to a morning meeting because she was pregnant. Later that day, several employees confronted DR.

FARINA demanding that she confirm her pregnancy. They repeatedly asked her if she "was sure she wasn't pregnant because Dr. Damiani seemed pretty convinced" that she was.

20. DR. FARINA also learned that Dr. Damiani and Dr. Butler had altered the ER's computer screen saver to display DR. FARINA's due date and announce that DR. FARINA was pregnant to the emergency room staff. DR. FARINA complained about the invasion into her privacy and explained that she believed that she was being mistreated. However, DR. FARINA was told that EMA didn't know what had happened, "and didn't care."

21. Due to the stress she was experiencing at work, on July 28, 1999, DR. FARINA began severely hemorrhaging, and was faced with a threatened abortion. She left work early to visit her obstetrician, who ordered strict bed rest. Later that evening, Dr. Damiani phoned DR. FARINA's residence and demanded to speak with her. DR. FARINA's husband would not allow Dr. Damiani to speak with her due to her deteriorating condition. Dr. Damiani was enraged and began cursing, yelling "everything Gloria is saying about me viewing her records and disclosing her positive pregnancy test is bull-shit!"

22. DR. FARINA only missed half a shift of work. Thereafter, she had two days of scheduled time off and returned to work with her doctor's consent and warning to be careful. When she returned to work, DR. FARINA spoke with Dr. Teel about the events surrounding the invasion into her privacy, the disclosure of her confidential medical information, and Dr. Damiani's harassing telephone call. Dr. Teel told DR. FARINA it was irrelevant that she was suffering from a threatened miscarriage when Dr. Damiani telephoned. Instead, he indicated that she "deserved" to have Dr. Damiani call "because he was angry and couldn't wait." Dr. Teel added that DR. FARINA "had no business leaving the ER," although her obstetrician had placed DR. FARINA on immediate bed rest.

Dr. Teel indicated that “everyone has problems,” and that DR. FARINA “just needed to deal with hers and not let it show out there” in the ER.

23. In retaliation for her objections to, and complaints about, the sexually harassing and hostile working environment in the emergency room, male physicians of EMA & IRMH procured the termination of DR. FARINA’s written contract by intentionally and unjustifiably telling EMA & IRMH that they could not work with DR. FARINA solely because she routinely objected to their sexually harassing and discriminatory conduct in the workplace, and telling EMA & IRMH that DR. FARINA was not seeing the necessary volume of patients despite knowing the falsity of their statements.

24. On October 14, 1999, DR. FARINA was told that she was being terminated. She was told that some of the male doctors did not think she was able to pull her weight “right now.” She was told that she was a “good doctor,” but she was not a good doctor “right now”. DR. FARINA asked what had changed from before to “right now” besides her pregnant condition, but she did not receive an answer.

25. DR. FARINA’s last day of work with EMA & IRMH was January 31, 2000.

26. All conditions precedent to filing this action have been performed, have occurred or have been waived.

27. DR. FARINA has engaged the services of legal counsel and is obligated to pay legal counsel their fees incurred in the prosecution of her claims.

**COUNT I**  
**VIOLATION OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED -**  
**SEX DISCRIMINATION**

28. DR. FARINA repeats and realleges the allegations in paragraphs 1 through 27.

29. EMA & IRMH violated § 703(a) of Title VII by intentionally discriminating against DR. FARINA on the basis of sex. EMA & IRMH intentionally discriminated and interfered with the terms and conditions of DR. FARINA's employment under 42 U.S.C. § 2000e-2(a)(1).

30. DR. FARINA was discriminated against on the basis of her sex, female, in that she was subjected to different terms and conditions of employment than male employees as detailed in the paragraphs in the general allegations section of this complaint.

31. DR. FARINA had all the qualifications needed to and did, in fact, adequately and effectively perform all of the duties of her position.

32. Neither a legitimate non-discriminatory reason nor a bona fide occupational qualification exists to justify EMA & IRMH's intentional disparate treatment of DR. FARINA.

33. The actions of EMA & IRMH and/or its agents, were willful, wanton, intentional and with malice or with reckless indifference to DR. FARINA's federally protected rights, entitling DR. FARINA to damages in the form of compensatory and punitive damages pursuant to 42 U.S.C. §§ 1981(a) and 2000(e)-5(g) to punish EMA & IRMH for these actions and to deter EMA & IRMH, and others, from such actions in the future.

34. The actions of EMA & IRMH make reinstatement ineffective as a make whole remedy, entitling DR. FARINA to front pay in lieu of reinstatement.

35. As a direct, natural, proximate and foreseeable result of EMA & IRMH's actions, DR. FARINA has suffered past and future pecuniary losses, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, loss of dignity and other nonpecuniary losses and intangible injuries.

DEMAND FOR RELIEF

WHEREFORE, Intervenor-Plaintiff, GLORIA FARINA, M.D., demands judgment against Defendants, EMERGENCY MEDICINE ASSOCIATES, INC. & INDIAN RIVER MEMORIAL HOSPITAL, INC., jointly and severally, for back pay, front pay in lieu of reinstatement, compensatory damages, punitive damages, prejudgment interest, attorneys' fees, costs of this action and such other relief as this Court deems just and proper.

**COUNT II**  
**VIOLATION OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED -**  
**SEXUAL HARASSMENT**

36. DR. FARINA repeats and realleges the allegations in paragraphs 1 through 27.

37. The discrimination and harassment to which DR. FARINA was subjected was based upon her sex/gender, female.

38. EMA & IRMH violated Title VII by intentionally discriminating against DR. FARINA on the basis of her sex as more specifically alleged in the General Allegations section of this Complaint. EMA & IRMH intentionally discriminated and interfered with the terms and conditions of DR. FARINA's employment under 42 U.S.C. § 2000e-2(a)(1).

39. There was no legitimate non-discriminatory reason to justify EMA & IRMH's intentional disparate treatment of DR. FARINA, and male employees at the Hospital were not subjected to the same sexual harassment and sexually offensive and humiliating conduct.

40. The offensive, threatening, intimidating and humiliating verbal and unwelcome physical conduct of agents, employees, managers, partners, supervisors and/or corporate executives was sufficiently severe and pervasive and created a hostile and offensive work environment and negatively affected DR. FARINA's physical and psychological well being.

41. The conduct of EMA & IRMH by and through its agents, employees, managers, partners, supervisors and/or corporate executives, and EMA & IRMH's failure to take prompt remedial action to prevent continued discrimination and harassment of DR. FARINA, deprived DR. FARINA of her statutory rights under 42 U.S.C. § 2000, *et seq.*

42. The actions of EMA & IRMH and/or its agents, employees, managers, partners, supervisors and/or corporate executives were willful, wanton, intentional and performed with malice or with reckless indifference to DR. FARINA's legally protected rights, entitling DR. FARINA to compensatory and punitive damages pursuant to 42 U.S.C. §§ 1981a and 2000e-5(g) to punish EMA & IRMH for these actions and to deter EMA & IRMH, and others, from taking such actions in the future.

43. The actions of EMA & IRMH make reinstatement ineffective as a make whole remedy, entitling DR. FARINA to front pay in lieu of reinstatement.

44. As a direct, proximate and foreseeable result of the actions of EMA & IRMH, DR. FARINA has suffered past and future pecuniary losses, emotional pain, suffering, inconvenience and mental anguish, loss of enjoyment of life, loss of dignity, emotional distress, humiliation and other nonpecuniary losses and intangible injuries.

#### DEMAND FOR RELIEF

WHEREFORE, Intervenor-Plaintiff, GLORIA FARINA, M.D., demands judgment against Defendants, EMERGENCY MEDICINE ASSOCIATES, INC. & INDIAN RIVER MEMORIAL HOSPITAL, INC., jointly and severally, for back pay, front pay in lieu of reinstatement, compensatory damages, punitive damages, prejudgment interest, attorneys' fees, costs of this action and such other relief as this Court deems just and proper.

**COUNT III**  
**VIOLATION OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED -**  
**RETALIATION**

45. DR. FARINA repeats and realleges the allegations in paragraphs 1 through 27.

46. EMA & IRMH violated Title VII of the Civil Rights Act of 1964, as amended, by retaliating against DR. FARINA for complaining about the discriminatory work environment to which she was subjected, which is considered an unlawful employment practice under Title VII.

47. The actions of EMA & IRMH and/or its agents were willful, wanton, intentional and with malice or with reckless indifference to DR. FARINA's federally protected rights, entitling DR. FARINA to damages in the form of compensatory and punitive damages pursuant to 42 U.S.C.A. §§ 1981a and 2000(e)-5(g) to punish EMA & IRMH for these actions and to deter EMA & IRMH, and others, from such actions in the future.

48. The actions of EMA & IRMH make reinstatement ineffective as a make whole remedy, entitling DR. FARINA to front pay in lieu of reinstatement.

49. As a direct, proximate and foreseeable result of EMA & IRMH's actions, DR. FARINA has suffered past and future pecuniary losses, emotional pain and suffering, inconvenience and mental anguish, loss of enjoyment of life, loss of dignity, emotional distress, humiliation and other non-pecuniary losses and intangible injuries.

**DEMAND FOR RELIEF**

WHEREFORE, Intervenor-Plaintiff, GLORIA FARINA, M.D., demands judgment against Defendants, EMERGENCY MEDICINE ASSOCIATES, INC. & INDIAN RIVER MEMORIAL HOSPITAL, INC., jointly and severally, for back pay, front pay in lieu of reinstatement,

compensatory damages, punitive damages, prejudgment interest, attorneys' fees, costs of this action and such other relief as this Court deems just and proper.

**COUNT IV**  
**VIOLATION OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED**  
**BY THE PREGNANCY DISCRIMINATION ACT**

50. DR. FARINA repeats and realleges the allegations in paragraphs 1 through 27.

51. EMA & IRMH violated 42 U.S.C. § 2000e-2(a)(1) by intentionally discriminating against DR. FARINA on the basis of sex. EMA & IRMH intentionally discriminated and interfered with the terms and conditions of DR. FARINA's employment based on her status as a pregnant female employee. Said status is protected from discrimination under 42 U.S.C. 2000e(k) and 42 U.S.C. 2000e-2(a)(1).

52. DR. FARINA possessed all of the required qualifications and did, in fact, adequately and effectively perform all of the duties of her position.

53. Neither a legitimate non-discriminatory reason nor a bona fide occupational qualification exists to justify EMA & IRMH's intentional disparate treatment of DR. FARINA.

54. DR. FARINA was treated differently because of or on the basis of her pregnancy.

55. The actions of EMA & IRMH and/or its agents were willful, wanton, intentional and with malice or with reckless indifference to DR. FARINA's federally protected rights, entitling DR. FARINA to damages in the form of compensatory and punitive damages pursuant to 42 U.S.C.A. §§ 1981(a) and 2000(e)-5(g) to punish EMA & IRMH for these actions and to deter EMA & IRMH, and others, from such actions in the future.

56. The actions of EMA & IRMH make reinstatement ineffective as a make whole remedy, entitling DR. FARINA to front pay in lieu of reinstatement.

57. As a direct, natural, proximate and foreseeable result of EMA & IRMH's actions, DR. FARINA has suffered past and future pecuniary losses, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, loss of dignity and other non pecuniary losses and intangible injuries.

#### DEMAND FOR RELIEF

WHEREFORE, Intervenor-Plaintiff, GLORIA FARINA, M.D., demands judgment against Defendants, EMERGENCY MEDICINE ASSOCIATES, INC. & INDIAN RIVER MEMORIAL HOSPITAL, INC., jointly and severally, for back pay, front pay in lieu of reinstatement, compensatory damages, punitive damages, prejudgment interest, attorneys' fees, costs of this action and such other relief as this Court deems just and proper.

#### COUNT V VIOLATION OF THE FLORIDA CIVIL RIGHTS ACT OF 1992 SEX DISCRIMINATION

58. DR. FARINA repeats and realleges the allegations in paragraphs 1 through 27.

59. EMA & IRMH violated §760.10(1)(a), Florida Statutes, by intentionally discriminating against DR. FARINA on the basis of sex. EMA & IRMH intentionally discriminated against and interfered with the terms and conditions of DR. FARINA's employment under §760.10(1)(a).

60. DR. FARINA was discriminated against on the basis of her sex, female, in that she was subjected to different terms and conditions of employment than male employees, as detailed in the paragraphs in the general allegations section of this complaint.

61. DR. FARINA had all the qualifications needed to and did, in fact, adequately and effectively perform all of the duties of her position.

62. Neither a legitimate non-discriminatory reason nor a bona fide occupational qualification exists to justify EMA & IRMH's intentional disparate treatment of DR. FARINA.

63. The actions of EMA & IRMH and/or its agents, were willful, wanton, intentional and with malice or with reckless indifference to DR. FARINA's protected civil rights, entitling DR. FARINA to damages in the form of compensatory and punitive damages pursuant to §760.11(5) to punish EMA & IRMH for these actions and to deter EMA & IRMH, and others, from such actions in the future.

64. The actions of EMA & IRMH make reinstatement ineffective as a make whole remedy, entitling DR. FARINA to front pay in lieu of reinstatement.

65. As a direct, natural, proximate and foreseeable result of EMA & IRMH's actions, DR. FARINA has suffered past and future pecuniary losses, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, loss of dignity and other nonpecuniary losses and intangible injuries.

#### DEMAND FOR RELIEF

WHEREFORE, Intervenor-Plaintiff, GLORIA FARINA, M.D., demands judgment against Defendants, EMERGENCY MEDICINE ASSOCIATES, INC. & INDIAN RIVER MEMORIAL HOSPITAL, INC., jointly and severally, for back pay, front pay in lieu of reinstatement, compensatory damages, punitive damages, prejudgment interest, attorneys' fees, costs of this action and such other relief as this Court deems just and proper.

#### COUNT VI

**VIOLATION OF THE FLORIDA CIVIL RIGHTS ACT OF 1992**  
**SEXUAL HARASSMENT**

66. DR. FARINA repeats and realleges the allegations in paragraphs 1 through 27.

67. The discrimination and harassment to which DR. FARINA was subjected was based upon her sex/gender, female.

68. EMA & IRMH, violated Fla. Stat. § 760, *et seq.*, by intentionally discriminating against DR. FARINA and subjecting her to different terms and conditions of employment on the basis of her sex as more specifically alleged in the General Allegations section of this Complaint.

69. The offensive, threatening, intimidating and humiliating verbal and unwelcome physical conduct of EMA & IRMH's agents, employees, managers, supervisors and/or corporate executives was sufficiently severe and pervasive and created a hostile and offensive work environment and negatively affected DR. FARINA's physical and psychological well being.

70. The conduct of EMA & IRMH, by and through its agents, employees, managers, partners, supervisors and/or corporate executives, and EMA & IRMH's failure to take prompt remedial action to prevent continued sexual harassment of DR. FARINA deprived DR. FARINA of her statutory rights under the FCRA.

71. There was no legitimate non-discriminatory reason to justify EMA & IRMH's intentional disparate treatment of DR. FARINA, and male employees at the Hospital were not subjected to the same sexual harassment and sexually offensive and humiliating verbal and physical conduct.

72. The actions of EMA & IRMH and/or its agents, employees managers, supervisors and/or corporate executives were willful, wanton, intentional and were performed with malice or

with reckless indifference to DR. FARINA's legally protected rights, entitling DR. FARINA to damages in the form of compensatory and punitive damages pursuant to Florida Statutes § 760.11(5) to punish EMA & IRMH for its actions and to deter it, and others, from taking such actions in the future.

73. The actions of EMA & IRMH make reinstatement ineffective as a make whole remedy, entitling DR. FARINA to front pay in lieu of reinstatement.

74. As a direct, proximate and foreseeable result of EMA & IRMH's actions, DR. FARINA has suffered past and future pecuniary losses, emotional pain, suffering, inconvenience and mental anguish, loss of enjoyment of life, loss of dignity, emotional distress, humiliation and other nonpecuniary losses and intangible injuries.

#### DEMAND FOR RELIEF

WHEREFORE, Intervenor-Plaintiff, GLORIA FARINA, M.D., demands judgment against Defendants, EMERGENCY MEDICINE ASSOCIATES, INC. & INDIAN RIVER MEMORIAL HOSPITAL, INC., jointly and severally, for back pay, front pay in lieu of reinstatement, compensatory damages, punitive damages, prejudgment interest, attorneys' fees, costs of this action and such other relief as this Court deems just and proper.

#### COUNT VII VIOLATION OF THE FLORIDA CIVIL RIGHTS ACT OF 1992 RETALIATION

75. DR. FARINA repeats and realleges the allegations in paragraphs 1 through 27.

76. EMA & IRMH violated Florida Statutes §760.10(7) by retaliating against DR. FARINA for complaining about the discrimination to which she was subjected, said discrimination being considered an unlawful employment practice under Florida Statutes §760.10(1).

77. The actions of EMA & IRMH and/or its agents were willful, wanton, intentional and with malice or with reckless indifference to DR. FARINA's protected rights, entitling DR. FARINA to damages in the form of compensatory and punitive damages pursuant to Fla. Stat. § 760.11 to punish EMA & IRMH for these actions and to deter EMA & IRMH, and others, from such actions in the future.

78. The actions of EMA & IRMH make reinstatement ineffective as a make whole remedy, entitling DR. FARINA to front pay in lieu of reinstatement.

79. As a direct, proximate and foreseeable result of EMA & IRMH's actions, DR. FARINA has suffered past and future pecuniary losses, emotional pain and suffering, inconvenience and mental anguish, loss of enjoyment of life, loss of dignity, emotional distress, humiliation and other non-pecuniary losses and intangible injuries.

#### DEMAND FOR RELIEF

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#### COUNT VII VIOLATION OF THE FLORIDA CIVIL RIGHTS ACT OF 1992 DISCRIMINATION BASED ON PREGNANCY

80. DR. FARINA repeats and realleges the allegations in paragraphs 1 through 27.

81. EMA & IRMH violated Florida Statutes § 760.10 by intentionally discriminating against DR. FARINA on the basis of sex. EMA & IRMH intentionally discriminated and interfered

with the terms and conditions of DR. FARINA's employment based on her status as a pregnant female employee.

82. DR. FARINA possessed all of the required qualifications and did, in fact, adequately and effectively perform all of the duties of her position.

83. Neither a legitimate non-discriminatory reason nor a bona fide occupational qualification exists to justify EMA & IRMH's intentional disparate treatment of DR. FARINA.

84. DR. FARINA was treated different because of or on the basis of her pregnancy.

85. The actions of EMA & IRMH and/or its agents were willful, wanton, intentional and with malice or with reckless indifference to DR. FARINA's statutorily protected rights, entitling DR. FARINA to damages in the form of compensatory and punitive damages pursuant to § 760.11 to punish EMA & IRMH for these actions and to deter EMA & IRMH, and others, from such actions in the future.

86. The actions of EMA & IRMH make reinstatement ineffective as a make whole remedy, entitling DR. FARINA to front pay in lieu of reinstatement.

87. As a direct, natural, proximate and foreseeable result of EMA & IRMH's actions, DR. FARINA has suffered past and future pecuniary losses, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, loss of dignity and other non pecuniary losses and intangible injuries.

#### DEMAND FOR RELIEF

WHEREFORE, Intervenor-Plaintiff, GLORIA FARINA, M.D., demands judgment against Defendants, EMERGENCY MEDICINE ASSOCIATES, INC. & INDIAN RIVER MEMORIAL HOSPITAL, INC., jointly and severally, for back pay, front pay in lieu of reinstatement,

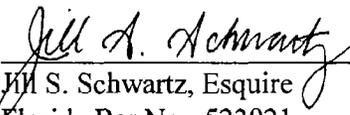
compensatory damages, punitive damages, prejudgment interest, attorneys' fees, costs of this action and such other relief as this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Intervenor-Plaintiff, GLORIA FARINA, M.D., demands a trial by jury on all issues so triable in each count of the Complaint.

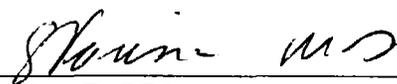
DATED this 17 day of May 2002

Respectfully submitted,

  
\_\_\_\_\_  
Jill S. Schwartz, Esquire  
Florida Bar No.: 523021  
Jeffrey Feulner, Esquire  
Florida Bar No.: 149063  
JILL S. SCHWARTZ & ASSOCIATES, P.A.  
180 Park Avenue North, Suite 200  
Winter Park, Florida 32789  
Telephone: (407) 647-8911  
Facsimile: (407) 628-4994  
Attorneys for Intervenor-Plaintiff

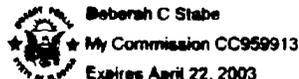
**VERIFICATION**

Personally appeared before the undersigned, GLORIA FARINA, M.D. who, being first duly sworn, deposes and says that the allegations of this Verified Complaint and Demand for Jury Trial are true and correct to the best of her knowledge, information and belief.

  
\_\_\_\_\_  
GLORIA FARINA, M.D.

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of May, 2002, by GLORIA FARINA, M.D. , who is personally known to me or who did take an oath.

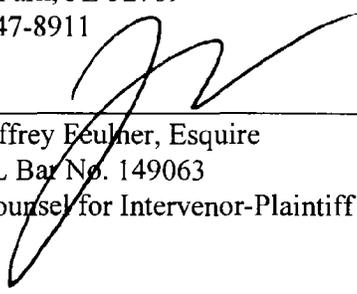


\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

  
\_\_\_\_\_  
Name of Officer

DATED this 16<sup>th</sup> day of May, 2002.

JILL S. SCHWARTZ & ASSOCIATES, P.A.  
180 Park Avenue North, Suite 200  
Winter Park, FL 32789  
(407) 647-8911

BY:   
\_\_\_\_\_  
Jeffrey Feulner, Esquire  
FL Bar No. 149063  
Counsel for Intervenor-Plaintiff



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Miami District Office

One Biscayne Tower  
2 South Biscayne Blvd., Suite 2700  
Miami, FL 33131  
PH (305) 536-4491  
TDD (305) 536-5721  
FAX (305) 536-4011

EEOC Charge No. 150A03139

Gloria Farina, M.D.  
3300 Windsor Boulevard  
Vero Beach, FL 32963

Charging Party

Indian River Memorial Hospital, Inc.  
1000 36 Street  
Vero Beach, FL 32960

Respondent

and

Emergency Medicine Associates, Inc.  
1000 36 Street  
Vero Beach, FL 32960

Respondent

**LETTER OF DETERMINATION**

I issue the following determination on the merits of this charge.

Respondent is an employer within the meaning of Title VII of the Civil Rights Act (Title VII) of 1964, as amended, and timeliness, deferral and all other requirements for coverage have been met.

Charging Party alleged that she was discriminated against in violation of Title VII in that she and other female employees were subjected to sexual harassment, that she was harassed when it became known that she was pregnant, that she was denied a promotion, that she complained about these matters to no avail, and that she was discharged because of her sex (female) and in retaliation for protesting employment practices she believed were illegal.

I have determined that the evidence obtained during the investigation establishes that there is reasonable cause to believe that violations of the statute have occurred.

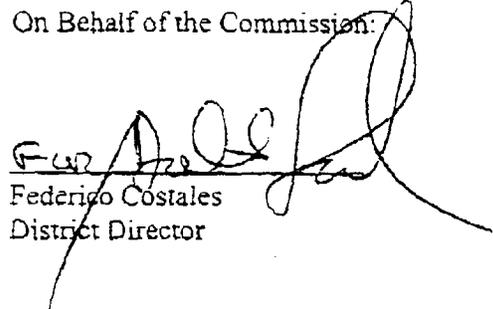
Intervenor's EXHIBIT "A"

Letter of Determination  
EEOC Charge No. 150A03139  
Page 2 of 3

Upon finding that there is reason to believe that violations have occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of this matter. The confidentiality provisions of Sections 706 and 709 of Title VII and the Commission Regulations apply to information obtained during conciliation.

If the Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the office Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to aggrieved persons and the Commission. A Commission representative will contact each party in the near future to begin conciliation.

On Behalf of the Commission:

  
Federico Costales  
District Director

**MAY 23 2001**  
Date

Enclosure: Invitation to Conciliate

cc: Charging Party Representative

Jill S. Schwartz, Esq.  
Jill S. Schwartz & Associates, P.A.  
180 Park Avenue North, Suite 200  
Winter Park, FL 32789-7401

Respondent Representative

Terry R. Swartz, Esq.  
Sonneborn Rutter Cooney  
Klingensmith & Eyler PA  
P.O. Box 024486  
West Palm Beach, FL 33402-4486

Letter of Determination  
EEOC Charge No. 150A03139  
Page 3 of 3

Respondent Representative

Helen A. Palladeno, Esq.  
Haynesworth Baldwin  
Johnson & Greaves LLC  
600 N. Westshore Boulevard  
Suite 200  
Tampa, FL 33609-1117