

ENTERED
ON DOCKET

DEC 19 2001

BY DEPUTY *Chase*

DEC 18 2001

HONORABLE ROBERT J. BRYAN

ORIGINAL

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

DEC 19 2001

CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT TACOMA

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

GOOD SAMARITAN COMMUNITY
HEALTHCARE AND PUYALLUP
PROFESSIONAL ASSOCIATES, dba GOOD
SAMARITAN SURGERY CENTER

Defendants.

NO. C01-5460 RJB

CONSENT DECREE
AND ~~PROPOSED~~ ORDER OF
DISMISSAL

I. INTRODUCTION

1. This action originated with discrimination charges filed by Dawn Bisceglia, Tamara Bozeman, Rebecca Brebner, Maria Hickox and Amanda Leah-Clark ("Charging Parties") with the Equal Employment Opportunity Commission. The Charging Parties alleged Good Samaritan Community Healthcare and Puyallup Professional Associates dba Good Samaritan Surgery Center ("Good Samaritan") discriminated against them on the bases of sex by subjecting them to sexual harassment, retaliation, and/or constructive discharge, in violation of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 2000e et seq.

2. The EEOC sent Good Samaritan Letters of Determination with findings of

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Seattle District Office
909 First Avenue, Suite 400
Seattle, Washington 98104-1061
Telephone: (206) 220-6883
Facsimile: (206) 220-6911
TDD: (206) 220-6882

6

1 reasonable cause that Good Samaritan had violated Title VII.

2 3. The charging parties settled individually with the defendants and the
3 Commission filed this lawsuit on August 16, 2001 in the United States District Court for
4 the Western District of Washington at Tacoma on behalf of other similarly situated
5 female employees ("class members"). The complaint alleges that the class members
6 also experienced sexual harassment, retaliation, and/or constructive discharge.

7 4. The EEOC and Good Samaritan want to conclude all claims arising out of
8 the above charge without expending further resources in contested litigation.

9 **II. NON-ADMISSION OF LIABILITY AND NON-DETERMINATION BY THE COURT**

10 5. This Consent Decree is not an admission of wrongdoing or an
11 adjudication or finding on the merits of the case.

12 **III. SETTLEMENT SCOPE**

13 6. This Consent Decree is the final and complete resolution of all Title VII
14 allegations of unlawful employment practices contained in: (1) the claims filed by the
15 charging parties; (2) the EEOC's administrative determinations; and (3) the complaint
16 filed herein on behalf of the class members, including all claims by the parties for
17 attorney fees and costs. The terms of this Consent Decree shall apply only to the
18 Good Samaritan Surgery Center ("Surgery Center").

19 **IV. JURISDICTION AND VENUE**

20 7. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§451, 1331,
21 1337, 1343 and 1345. Plaintiff EEOC's action is authorized pursuant to Sections
22 705(g)(6), 706(f)(1) and (3) and Section 707 of Title VII of the Civil Rights Act of 1964,
23 as amended, 42 U.S.C. §§2000e-4(f)(6), 2000e-5(f)(1) and (3) and 2000e-6 ("Title VII")
24 and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. §1981a. The employment
25 practices alleged to be unlawful in the EEOC's Complaint filed herein occurred within

1 the jurisdiction of the United States District Court for the Western District of
2 Washington.

3 **V. DEFINITION OF TERMS**

4 For the purposes of this Consent Decree, the following definitions shall apply:

5 8. "The Effective Date of the Consent Decree" is the date the United States
6 District Court for the Western District of Washington at Tacoma enters the Consent
7 Decree and (Proposed) Order of Dismissal.

8 9. Unless otherwise indicated, the word "days" refers to calendar days.

9 10. "Formal or Informal Complaints" includes any complaint, whether written
10 or oral, made to a supervisory employee of the Good Samaritan Surgery Center.

11 **VI. MONETARY RELIEF**

12 11. In settlement of the EEOC's claims in this lawsuit, the Surgery Center has
13 agreed to pay successful class members up to the total sum of \$170,000 less
14 applicable withholdings required by law.

15 **VII. ADMINISTRATION OF CLASS SETTLEMENT**

16 12. Successful claimants which will be defined below will be paid a maximum
17 of \$17,000 each. The total of all such payments will not exceed \$170,000. In the event
18 that there are more than ten (10) successful claimants, there will be a pro rata
19 distribution of the full amount of \$170,000.

20 13. A successful claimant shall be a person who presents credible evidence
21 that she was subjected to sexual and gender-based harassment at the Surgery Center
22 by Dr. Roger Robinett. Further, that person must have been employed by the Surgery
23 Center between January 1, 1998 and August 10, 2001. Further, the successful
24 claimant must meet all deadline and claim requirements as set forth in the Consent
25 Decree.

1 14. The EEOC will determine who are the successful claimants within thirty
 2 (30) days from receiving the response by the Surgery Center based upon the following
 3 criterion and also on a pass/fail basis only with no partial award. The determination by
 4 the EEOC shall be binding upon the parties.

5 15. The EEOC will use the following criteria: The successful claimant will
 6 have established a prima facie case of a legally established sexual or gender-based
 7 harassment under EEOC guidelines. The successful claimant will be required to
 8 present credible evidence to establish such sexual or gender-based harassment.

9 16. The content of the Notice to Potential Claimants will be in a form agreed
 10 upon between the parties. The Notice will contain the criteria for determination of who
 11 will be a successful claimant. It will also include a list of examples of sexual or gender-
 12 based harassment. There will be a notification of the maximum amount to be paid to all
 13 successful claimants in the total amount of \$170,000. There will also be a notification
 14 of the maximum amount to be paid to each individual successful claimant in the amount
 15 of \$17,000. The Notice will also contain a description and explanation of the deadlines
 16 and other claim requirements and will include a form to be completed by each potential
 17 claimant, to be agreed upon between the parties.

18 17. Deadlines and claim requirements are as follows:

- 19 ■ The notice and response form will be mailed to each potential
 20 claimant, a total of thirty-eight (38) persons.
- 21 ■ The Surgery Center or its counsel will mail by regular mail and
 22 certified mail, return receipt requested, all of the notifications and
 23 response forms.
- 24 ■ Potential claimants will have thirty-three (33) days to respond by
 25 returning a completed response form to the EEOC.
- Potential claimants will be instructed to respond by regular mail
 with a postmark no later than thirty-three (33) days from the date of
 the notice or by fax with the same deadline.

- 1 ■ The EEOC will prepare and provide to the Surgery Center the
2 forms to be completed by the potential claimants and the Notice on
3 EEOC letterhead. If the original Notice is forwarded by the post
4 office box, then the claimant will be provided with an additional ten
5 (10) days to respond.
- 6 ■ If the original Notice is returned to the Surgery Center or counsel as
7 undeliverable, then the Surgery Center will have five (5) days to
8 provide each such returned and undeliverable mail to the EEOC
9 who will have ten (10) days to research the correct address and re-
10 send the Notice with a new 33-day response deadline.
- 11 ■ The Surgery Center will have an opportunity to respond to each
12 claim submitted for consideration to the EEOC.
- 13 ■ Within ten (10) days of receiving the last eligible claimant response,
14 the EEOC will provide the Surgery Center's counsel with all
15 completed response forms and all documents submitted by
16 claimants, and a list identifying each claimant which the EEOC
17 believes has presented a prima facie case pursuant to the criteria.
- 18 ■ The Surgery Center will have twenty (20) days from receiving the
19 claimants' responses and the list of eligible claimants to provide
20 responses to the EEOC.
- 21 ■ The EEOC will notify the Surgery Center of the names of the
22 successful claimants within (10) days of receiving the Surgery
23 Center's responses.
- 24 ■ The EEOC will then notify each successful claimant by mail within
25 (10) days.
- The Notice to the successful claimants will include a release in a
form to be agreed upon between the parties with instructions on
how to receive payment. The claimants will be advised to consult
with independent counsel to receive advice with regard to the legal
effect of the release and will be further notified that they will be
eligible for reimbursement of up to \$150 to pay for the services of
such attorney. Said reimbursement will be made only upon receipt
by the Surgery Center of a billing statement from an attorney. [This
\$150 is in addition to the \$17,000 maximum any one claimant is
entitled to receive]
- Payment will be made within fourteen (14) days from the effective
date of the release. Successful candidates will be instructed to
mail the fully executed releases to counsel for the Surgery Center
and will be provided with a return stamped envelope to do so.

VIII. INJUNCTIVE RELIEF

A. Compliance with Title VII

18. The Surgery Center reaffirms its commitment to comply with Title VII. To further this commitment, the company shall monitor the affirmative obligations of this Consent Decree. The terms of this Consent Decree apply to all applicants and employees.

19. The company will not retaliate against any applicant or employee for opposing a practice deemed unlawful by Title VII or for making a charge, testifying, assisting, or participating in any investigation, proceeding, or hearing associated with this action.

20. The Surgery Center, its officers, agents, and employees are hereby enjoined from engaging in personnel practices which unlawfully discriminate against applicants and employees in violation of Title VII. In recognition of its obligations under Title VII, the Surgery Center will institute the policies and practices set forth below.

B. Retention of Sexual Harassment Consultant to Develop Policy Against Sexual Harassment

21. With the assistance of an independent sexual harassment consultant, the Surgery Center will adopt a new written equal employment opportunity policy which sets forth the requirements of federal laws against employment discrimination and specifically those provisions which make sexual harassment unlawful and which make it unlawful to retaliate against any current or former employee for opposing any practice made unlawful by Title VII. The sexual harassment consultant will be retained, at the Surgery Center's expense, to conduct an internal review and

1 audit of the company's sexual harassment policy and complaint procedure. The sexual
 2 harassment consultant will be subject to the prior approval of the EEOC and the policy
 3 to be developed will include the following, at a minimum:

4 22. The Surgery Center will improve and strengthen its existing policies
 5 against discriminatory employment practices based on sex and retaliation by creating
 6 an internal grievance and complaint resolution procedure as outlined below. This policy
 7 will be distributed individually to all present and future employees, both management
 8 and non-management, temporary and permanent, and to all doctors with medical staff
 9 privileges, beginning 45 days after entry of this decree and continuing for the duration
 10 of the decree.

11 23. The Surgery Center affirms the following "Statement of Zero-Tolerance
 12 Policy and Workplace Objectives":

13 The Good Samaritan Surgery Center is firmly committed to
 14 developing and maintaining a zero-tolerance policy
 15 concerning sex discrimination, sexually-based harassment
 16 and retaliation against individuals who report discrimination
 17 or harassment in the company's workplace; to swiftly and
 18 firmly responding to any acts of sex discrimination, sexually-
 19 based harassment or retaliation of which the company
 20 becomes aware; to implementing a disciplinary system that
 21 is designed to strongly deter future acts of sex
 22 discrimination, sexually-based harassment or retaliation; to
 23 eradicating any vestiges of a work environment that is
 24 sexually hostile to individuals; and to actively monitoring its
 25 workplace in order to ensure tolerance, respect and dignity
 for all people.

20 C. Expunging Records

21 24. Defendants will not disclose any information or make references to any
 22 charges of discrimination or this lawsuit in responding to employment reference
 23 requests for information about Bisceglia, Bozeman, Brebner, Hickox, and Leah-Clark or
 24 any members of the class of similarly situated female employees. In response to any
 25

1 inquiries regarding the charging parties' or class members, the Surgery Center shall
 2 provide employment references that includes only dates of employment and positions
 3 held.

4 25. Defendants will expunge from the charging parties' and class members'
 5 personnel files, any references to a charge of discrimination against defendants and
 6 this lawsuit. Defendants will not add any information or references to the charging
 7 parties' or class members' personnel files or records regarding their charge of
 8 discrimination and this lawsuit after such references have been expunged. Files
 9 containing information about the charging parties or class members that have been
 10 developed during the subject litigation will be maintained at the offices of defendants'
 11 counsel, Reed McClure. The Surgery Center will make the charging parties' and class
 12 members' personnel files available for inspection by counsel for the charging parties or
 13 the individual class members either at the Surgery Center or at the offices of Reed
 14 McClure.

15 26. In order to effectuate the objectives embodied in the Surgery
 16 Center's Statement of Zero-Tolerance Policy and Workplace Objectives and this
 17 Decree, the Surgery Center shall make whatever specific modifications are necessary
 18 to its existing policies, procedures, and practices in order to ensure that the following
 19 policies, procedures and practices are in effect:

20 (a) Sex Discrimination and Harassment Policy. The Surgery Center
 21 agrees that it shall revise its sex discrimination and harassment
 22 policy, as necessary, in order to:

- 23 (i) provide clear definitions and examples of prohibited sex
- 24 discrimination, sexually-based harassment, and retaliation;
- 25 (ii) provide for substantial and progressive discipline for

1 incidents of sex discrimination, sexually-based harassment,
2 and/or retaliation;

3 (iii) provide that complaints of sex discrimination, sexually-based
4 harassment and/or retaliation will be accepted by the
5 Surgery Center in writing and orally;

6 (iv) provide a timetable for reporting a complaint, for
7 commencing an investigation after a complaint is made or
8 received and for remedial action to be taken upon
9 conclusion of an investigation; and

10 (v) indicate that, promptly upon the conclusion of its
11 investigation of a complaint, the Surgery Center will
12 communicate to the complaining party the results of the
13 investigation and the remedial actions taken or proposed, if
14 any.

15 (b) Complaint Procedures.

16 (i) The Surgery Center agrees that it shall institute a complaint
17 procedure to ensure that it is designed to encourage
18 employees to come forward with complaints about violations
19 of its sex discrimination, sexually-based harassment and
20 retaliation policy. As part of this policy, the Surgery Center
21 agrees that it shall provide its employees with convenient,
22 confidential and reliable mechanisms for reporting incidents
23 of sex discrimination, sexually-based harassment and
24 retaliation. The Surgery Center agrees that it shall
25 designate at least two upper management employees

1 charged with investigating such issues, as persons who may
2 be contacted, and their names, responsibilities, work
3 locations and telephone numbers shall be routinely and
4 continuously posted. Also as part of its procedure, the
5 Surgery Center agrees that it shall keep a Complaint Box in
6 the employee cafeteria, lunchroom, or other place within the
7 Surgery Center premises where employees tend to gather
8 and which is not in the managerial area of the Surgery
9 Center's offices. The upper management employees
10 designated by the Surgery Center as charged with
11 investigating complaints of discrimination will gather the
12 complaints from the Complaint Box. Additionally as part of
13 its complaint procedure, the Surgery Center agrees that it
14 shall maintain throughout its workplace the presence of
15 personnel charged with handling complaints of sex
16 discrimination, sexually-based harassment and retaliation.

- 17 (ii) The Surgery Center agrees that it shall enable complaining
18 parties to be interviewed by the Surgery Center about their
19 complaints in such a manner that permits the complaining
20 party, at such party's election, to remain inconspicuous to all
21 of the employees in such party's work area. The Surgery
22 Center agrees that its complaint procedure shall not impose
23 upon individuals seeking to make a complaint alleging sex
24 discrimination, sexually-based harassment and/or retaliation
25 any requirements that are more burdensome than are

1 imposed upon individuals who make other complaints of
2 comparable gravity.

3 (iii) The Surgery Center agrees that it shall ensure that its
4 policies and procedures provide that complaint handling and
5 disciplinary procedures regarding all complaints of sex
6 discrimination, sexually-based harassment and/or retaliation
7 are investigated and addressed promptly. Specifically, the
8 Surgery Center agrees that it shall make its best effort to
9 investigate all complaints of sex discrimination, sexually-
10 based harassment and/or retaliation promptly and to
11 complete investigations within five (5) weeks. The Surgery
12 Center will further make its best effort to prepare its written
13 findings of the results of each investigation and the remedial
14 actions proposed within fourteen (14) days after completion
15 of the investigation, and shall thereupon promptly
16 communicate to the complaining party the results of the
17 investigation and the remedial actions taken or proposed, if
18 any.

19 (iv) The Surgery Center agrees that it shall make its best effort
20 to ensure that appropriate remedial action is taken to resolve
21 complaints and to avoid the occurrence of further incidents
22 of sex discrimination, sexually-based harassment and/or
23 retaliation. The Surgery Center further agrees that it shall
24 revise its progressive discipline policy to provide for
25 substantial discipline short of termination -- including, but not

1 limited to, suspensions without pay or recommendations of
2 corrective action up to and including suspension of medical
3 staff privileges-- as a possible consequence for violations of
4 its sex harassment policy.

5 (c) Policies Designed To Promote Supervisor Accountability.

6 (i) The Surgery Center agrees that it shall impose substantial
7 discipline -- up to and including termination, suspension
8 without pay or demotion, or recommendation of suspension
9 of medical staff privileges-- upon any doctor, supervisor or
10 manager who engages in sex harassment or sexually-based
11 harassment or permits any such conduct to occur in his or
12 her work area or among employees under his or her
13 supervision, or who retaliates against any person who
14 complains or participates in any investigation or proceeding
15 concerning any such conduct. The Surgery Center shall
16 communicate this policy to all of its supervisors, managers,
17 and doctors with medical staff privileges.

18 (ii) The Surgery Center agrees that it shall continue to advise all
19 managers and supervisors of their duty to actively monitor
20 their work areas to ensure employees' compliance with the
21 company's sex discrimination and harassment policy, and to
22 report any incidents and/or complaints of sex harassment,
23 sexually-based harassment and/or retaliation of which they
24 become aware to the department charged with handling
25 such complaints.

1 (iii) The Surgery Center agrees that it will complete its current
2 revision of the supervisor appraisal process to include
3 performance evaluations for the handling of equal
4 employment opportunity ("EEO") issues as an element in
5 supervisor appraisals, and to link such evaluations directly to
6 supervisor salary/bonus structure.

7 (iv) The Surgery Center agrees that it shall include "commitment
8 to equal employment opportunity" as a criterion for
9 qualification for supervisory positions.

10 (d) Sexual Harassment Training.

11 (i) The Surgery Center agrees that it shall provide mandatory
12 annual sex discrimination and sexual harassment training to
13 all employees, and supervisors; to provide mandatory sex
14 discrimination and sexual harassment training to all new
15 employees during employee orientation (The nature of
16 training during orientation of new employees, may be via
17 videotape or other format); to provide mandatory sex
18 discrimination and sexually-based harassment training to all
19 senior management officials; and to provide training to all
20 persons charged with the handling of complaints of sex
21 discrimination, sexual harassment and/or retaliation
22 harassment in the workplace, and the techniques for
23 investigating and stopping it. This training shall include
24 issues regarding sex discrimination as it may affect
25 employees and/or customers of the Surgery Center. The

1 Surgery Center understands and agrees that this training,
 2 particularly that directed towards senior management
 3 officials, may require one-on-one training or educational
 4 sessions.

5 (ii) The Surgery Center agrees that all training required by this
 6 Decree shall be conducted by experienced sex
 7 discrimination and sexual harassment educators and/or
 8 consultants. The Surgery Center agrees that the training
 9 outlined in this Decree shall begin with an initial assessment
 10 conducted by the educators and/or consultants and may
 11 include a broad assessment of the Surgery Center's function
 12 as it interplays with the training issues outlined above. The
 13 Surgery Center understands that this assessment may result
 14 in policy or training recommendations beyond those required
 15 by this Decree, and that the Surgery Center shall be
 16 responsible for all costs associated with any assessment or
 17 training growing out of this Decree.

18 (iii) The Surgery Center agrees that it shall require a senior
 19 management official to introduce all sex discrimination and
 20 sexually-based harassment training to communicate the
 21 Surgery Center's commitment to its Statement of Zero-
 22 Tolerance Policy and Workplace Objectives.

23 D. Reporting

24 27. Six months following the entry of this Decree and every six months
 25 thereafter for the duration of the Decree, the Surgery Center will send the EEOC a

1 written report of individuals who complained of sexual harassment during the prior six-
2 month period.

3 28. The Surgery Center shall submit a final report to EEOC 30 days before
4 the Consent Decree expires containing a statement that it has complied with all the
5 terms of this consent decree.

6 **E. Posting**

7 29. Within two (2) weeks after entry of this Decree, the Surgery Center shall
8 post a notice in the form of Exhibit 1 attached to this Decree in prominent and
9 conspicuous locations in or near the employee cafeteria, lunchroom or other place
10 within the Surgery Center premises where employees tend to gather. The notice shall
11 remain posted for the duration of this Decree. In the event that the persons and/or
12 departments to whom individuals should make complaints alleging discrimination and/or
13 retaliation change during the term of the Decree, such that the information contained on
14 the notice is no longer accurate, the Surgery Center shall immediately prepare a new
15 notice that contains the correct information. The Surgery Center shall thereupon
16 promptly replace the old notices with the revised notices. The Surgery Center shall
17 maintain a copy of this Decree in its Personnel Office for any employee who wishes to
18 review it.

19 **IX. ENFORCEMENT**

20 30. If the EEOC concludes that the Surgery Center has breached this
21 agreement, it may bring an action in the United States District Court for the Western
22 District of Washington at Tacoma to enforce this Consent Decree. Before bringing an
23 action for breach of the Decree, the EEOC shall first give the company 10 days' notice.
24 The EEOC and the company shall use that 10-day period for good faith efforts to
25 resolve the matter.

X. RETENTION OF JURISDICTION

31. The United States District Court for the Western District of Washington at Tacoma shall retain jurisdiction over this matter for the duration of the Decree.

XI. DURATION AND TERMINATION

32. This Decree shall be in effect for three (3) years, commencing with the date the Decree is filed. If the EEOC petitions the court for breach of agreement, and the court finds the company to be in violation of the terms of the Consent Decree, the court may extend this Consent Decree.

///

///

///

XII. CONCLUSION

33. The provisions of this Consent Decree are not binding on the parties until the authorized representatives of each party sign and the court enters the consent decree in the court.

DATED this 14th day of December, 2001.

A. LUIS LUCERO, JR.
Regional Attorney

GWENDOLYN YOUNG REAMS
Associate General Counsel

KATHRYN OLSON
Supervisory Trial Attorney

CARMEN FLORES
Trial Attorney

BY: Kathryn Olson
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
Seattle District Office
909 First Avenue, Suite 400
Seattle, Washington 98104
Telephone (206) 220-6893

Office of the General Counsel
1801 "L" Street, N.W.
Washington, D.C. 20507

Attorneys for Plaintiffs

BY: _____
CHERYL ZAKRZEWSKI
REED McCLURE
Attorneys at Law
Two Union Square
601 Union Street, Ste. 4901
Seattle, WA 98101-3920

Attorneys for Defendants

///

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Seattle District Office
909 First Avenue, Suite 400
Seattle, Washington 98104-1081
Telephone: (206) 220-6883
Facsimile: (206) 220-6911
TDD: (206) 220-6882

XII. CONCLUSION

33. The provisions of this Consent Decree are not binding on the parties until the authorized representatives of each party sign and the court enters the consent decree in the court.

DATED this _____ day of _____, 2001.

A. LUIS LUCERO, JR.
Regional Attorney

GWENDOLYN YOUNG REAMS
Associate General Counsel

KATHRYN OLSON
Supervisory Trial Attorney

CARMEN FLORES
Trial Attorney

BY: _____
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
Seattle District Office
909 First Avenue, Suite 400
Seattle, Washington 98104
Telephone (206) 220-6893

Office of the General Counsel
1801 "L" Street, N.W.
Washington, D.C. 20507

Attorneys for Plaintiffs

BY: *Cheryl A. Zakrzewski*
CHERYL ZAKRZEWSKI
REED McCLURE
Attorneys at Law
Two Union Square
601 Union Street, Ste. 4901
Seattle, WA 98101-3920

Attorneys for Defendants

///

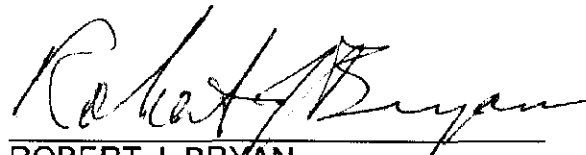
CONSENT DECREE - 17

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Seattle District Office
909 First Avenue, Suite 400
Seattle, Washington 98104-1001
Telephone: (206) 220-6893
Facsimile: (206) 220-6911
TDD: (206) 220-8882

ORDER

The Court having considered the foregoing stipulated agreement of the parties. IT IS HEREBY ORDERED THAT the foregoing consent decree be, and the same is, approved as the final decree of this Court in full settlement of this action. This lawsuit is hereby dismissed with prejudice and without costs or attorneys' fees to any party. The Court retains jurisdiction of this matter for purposes of enforcing the consent decree approved herein.

DATED this 19 day of Dec, 2001.


ROBERT J. BRYAN
UNITED STATES DISTRICT JUDGE



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Seattle District Office**

**GOOD SAMARITAN SURGERY CENTER
NOTICE TO ALL EMPLOYEES
POSTED PURSUANT TO A CONSENT DECREE**

This notice has been posted pursuant to an Order of the Court, approving the Consent Decree entered in resolution of a lawsuit brought by the U.S. Equal Employment Opportunity Commission ("EEOC") against Good Samaritan Community Healthcare, Puyallup Professional Associates, and Good Samaritan Surgery Center ("Surgery Center") in August 2001 in the Federal District Court for the Western District of Washington at Tacoma. The Consent Decree resolves EEOC's claims of gender discrimination and sexual harassment against the Surgery Center and enjoins the Surgery Center from certain conduct prohibited by law. The Surgery Center denies the allegations of the EEOC and affirms its commitment to compliance with laws against discrimination.

Federal law and the Consent Decree prohibit gender discrimination or sexual harassment or other discrimination against any individual because of his or her sex.

Federal law also prohibits retaliation against any individual by an employer because the individual complains of discrimination, cooperates with any the Surgery Center or government investigation of a charge of discrimination, participates as a witness or potential witness in any investigation or legal proceeding, or otherwise exercises his or her rights under law.

Any employee who is found to have retaliated against any other employee because such employee participated in this lawsuit will be subject to substantial discipline, up to and including immediate discharge.

Should you have any complaints of discrimination, you should contact your supervisor, or any upper level management individual.

Copies of the Consent Decree may be obtained from the Surgery Center.

Employees have the right to bring complaints of gender discrimination, sexual harassment and/or retaliation to the U.S. Equal Employment Opportunity Commission, Seattle District Office at 909 1st Avenue, Suite 400, Seattle, WA 98104-1061, 206/220-6883, 1-800-699-4000, or the Washington Human Rights Commission at 711 S. Capitol Way, Suite 402, Olympia, WA 98504-2490, 360/753-6770.

This is an official notice and shall not be defaced by anyone. This notice shall remain prominently posted in the employee lunchroom/breakroom at the Surgery Center in Puyallup, Washington until November 31, 2004. This Official Notice shall not be altered, defaced, covered or obstructed by any other material.

EXHIBIT 1



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Seattle District Office**

Federal Office Building
909 First Avenue, Suite 400
Seattle, WA 98104-1061
(206) 220-6883
TTY (206) 220-6882
FAX (206) 220-6911

INSTRUCTIONS FOR COMPLETING CLAIM FORM

**EEOC v. Good Samaritan Community Healthcare, Puyallup
Professional Associates, Good Samaritan Surgery Center,
Civil Action No.C01-5460 RJB (W.D. WA)**

**IT IS IMPORTANT THAT YOU READ THESE INSTRUCTIONS BEFORE
YOU BEGIN FILLING OUT THIS CLAIM FORM**

The attached Claim Form must be completed if you are making a claim under the terms of the Consent Decree in EEOC v. Good Samaritan Community Healthcare, Puyallup Professional Associates, Good Samaritan Surgery Center (Surgery Center), Civil Action No. C01-5460 RJB (W.D. WA). It is important that each question be answered completely. Use additional sheets of paper if necessary. If you use additional sheets of paper, please number your responses to correspond to the questions on the Claim Form. The following instructions provide an explanation of the questions asked on the Claim Form. Please read the entire instruction sheet before beginning to complete the Claim Form.

WHO MUST COMPLETE THIS FORM: Anyone seeking monetary relief in connection with this lawsuit must complete this form.

1-4. Name, address and telephone numbers. Please state your current legal name, as well as any name that you used during your employment with the Surgery Center, and the approximate dates during which you used such other name. Also, state your current address, home telephone number and telephone number where you can be reached during the daytime (e.g. work telephone number).

5-6. Dates employed by the Surgery Center and job titles held. Please state the beginning and ending (if you are no longer employed there) date of your employment with the Surgery Center. Also state each different job title that you held during your employment with the Surgery Center and the approximate dates during which you held each specific title.

7. Do you believe that, during your employment with the Surgery Center, you were the victim of gender discrimination, sexual harassment and/or retaliation for opposing gender discrimination, sexual harassment or participating in any investigation or other proceeding relating to a complaint of gender discrimination, sexual harassment or retaliation by Dr. Roger Robinett? In this lawsuit, EEOC sought relief on behalf of a class of current and former female employees who were victims of gender discrimination, sexual harassment and/or retaliation by Dr. Roger Robinett. Sexual harassment consists of unwelcome verbal or physical conduct of a sexual nature which creates an intimidating, hostile or offensive working environment. Title VII also makes it unlawful to retaliate or take reprisal in any way against anyone who has articulated any concern about sexual harassment or gender discrimination, whether that concern relates to harassment or discrimination against the person raising the concern or against some other person. If you believe that what you experienced fits these definitions and descriptions for gender discrimination, sexual harassment, and/or retaliation, you should circle YES. If not, please circle No.

8. Describe in detail all incidents of gender discrimination, sexual harassment and/or retaliation by Dr. Roger Robinett that form the basis of your belief. In order to assist EEOC in evaluating your claim, you should describe in as much detail as possible the specific incidents that you believe amounted to gender discrimination, sexual harassment and/or retaliation. You should include dates, names of witnesses or people you told about incidents, and a description of what occurred.

9. Describe how the incidents of gender discrimination, sexual harassment and/or retaliation by Dr. Roger Robinett affected you. In responding to this question, you should explain how the discrimination, harassment and/or retaliation to which you were subjected made you feel. You should explain how you responded to the harassment and/or retaliation to which you were subjected, and what happened as a result of your response. You should describe whether, and, if so, how the harassment and/or retaliation affected your desire or ability to perform your job. If what you experienced in the workplace had any effect on you outside of the workplace, you should describe that also.

10. Did you seek any medical treatment (including any form of counseling) because of the gender discrimination, sexual harassment and/or retaliation you experienced at the Surgery Center? If so, describe the treatment you received. The extent and duration of any medical treatment or counseling you received due to the gender discrimination, sexual harassment and/or retaliation may be relevant to the assessment of your claims.

11. If you are no longer employed by the Surgery Center, state the reason(s) why you left your employment with the Surgery Center. If the reason you left your employment with the Surgery Center was either resignation or an involuntary termination, you should explain whether (a) the gender discrimination, sexual harassment and/or retaliation to which you had been subjected was a motivating factor in your decision to resign; (b) whether the circumstances surrounding the end of your employment with the

Surgery Center in any manner related to your belief that you experienced gender discrimination, sexual harassment and/or retaliation; and/or (c) whether you believe that your termination was in any way related to the gender discrimination, sexual harassment and/or retaliation to which you were subjected at the Surgery Center.

12. Describe all damages incurred by you as a result of the gender discrimination, sexual harassment and/or retaliation you believe you experienced. Title VII permits the recovery of damages for emotional distress. If you believe that you suffered such damages, then describe in your response the reason(s) for that belief.

13. Did you make any complaints (whether oral or in writing) about gender discrimination, sexual harassment and/or retaliation to anyone at the Surgery Center or at Good Samaritan Community Healthcare or Puyallup Professional Associates? If you complained to the Surgery Center (or some other entity) about discrimination, harassment and/or retaliation, the Surgery Center's response may be relevant to the assessment of damages. In order to assist this assessment, please describe in specific detail the circumstances of any such complaint and the company's response.

14. Do you have any documents relating to your claims against the Surgery Center? If so, please attach copies of all those documents to this form. If you have in your possession any documents that are in any way related to your claim, you should submit them along with the Claim Form.

15. Are there any people that can support your claim against the Surgery Center? If so, please provide their names and a brief summary of what you would expect them to say in support.

Once the Claim Form is completed and signed, it should be returned to Carmen Flores, Trial Attorney, Equal Employment Opportunity Commission at the following address :

Carmen Flores, Trial Attorney
Equal Employment Opportunity Commission
909 First Ave. Ste. 400
Seattle, WA 98104-1061

The Claim Form must be postmarked no later than _____, 2001 in order for your claim to be considered.



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Seattle District Office**

Federal Office Building
909 First Avenue, Suite 400
Seattle, WA 98104-1061
(206) 220-6883
TTY (206) 220-6882
FAX (206) 220-6911

CLAIM FORM

(form to be used for current and former Surgery Center employees)

**EEOC v Good Samaritan Community Healthcare, Puyallup Professional
Associates, Good Samaritan Surgery Center,**

Civil Action No.C01-5460 RJB (W.D. WA)

**IT IS IMPORTANT THAT YOU READ THE ATTACHED INSTRUCTIONS
BEFORE YOU BEGIN FILLING OUT THIS CLAIM FORM**

1. **Name:** _____
2. **Current Address:** _____

3. **Home Telephone Number:** _____
4. **Daytime Telephone :** _____
5. **Dates of Employment with Good Samaritan Surgery Center:** _____
6. **Job titles held, and approximate dates which you worked:** _____

7. **Do you believe that, during your employment at the Surgery Center,
you were the victim of sexual harassment, gender discrimination
and/or retaliation for opposing sexual harassment or gender**

discrimination or participating in any investigation or other proceeding relating to a complaint of gender discrimination, sexual harassment or retaliation by Dr. Roger Robinett?

YES NO (Circle one)

8. **Describe in detail all incidents of gender discrimination, sexual harassment or retaliation by Dr. Roger Robinett that form the basis of your belief (use additional paper if necessary).**

9. **Describe how the incidents of gender discrimination, sexual harassment and/or retaliation affected you.**

10. **Did you seek any medical treatment (including any form of counseling) because of the gender discrimination, sexual harassment and/or retaliation you experienced at the Good Samaritan Surgery Center? If so, describe the treatment you received.**

11. **If you are no longer employed by the Good Samaritan Surgery Center, state the reason(s) why your employment with the Surgery Center ended.**

12. **Describe all damages incurred by you as a result of the gender discrimination, sexual harassment or retaliation you believe you experienced.**

13. **Did you make any complaints (whether oral or written) about gender discrimination, sexual harassment and/or retaliation to anyone at the Good Samaritan Community Healthcare, Puyallup Professional Associates or the Good Samaritan Surgery Center? If so, for each complaint, state the date of the complaint, the person complained to, the nature of the complaint, whether the complaint was in writing and any action taken on the complaint.**

14. **Do you have any documents related to your claims against the Surgery Center?**

YES NO (Circle one)

If yes, please attach copies of all those documents to this form.

15. **Are there any people that can support your claim against the Surgery Center? If so, please provide their names and a brief summary of what you would expect them to say in support.**

* * * * *

I understand that in the event that I am awarded damages from the Settlement Fund, I will have to execute a release of claims against the Surgery Center and related entities in order to receive that award from the Settlement Fund.

I, (print name), declare, under penalty of perjury that all of the information on this form is true and correct.

Date

Claimant

Once this form is completed and signed, it should be returned to Carmen Flores, Trial Attorney, Equal Employment Opportunity Commission at the following address:

Carmen Flores, Trial Attorney
Equal Employment Opportunity Commission
909 First Ave.
Suite 400
Seattle, WA 98104-1061

The Claim Form must be postmarked no later than
, 2001 in order for your claim to be considered.



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Seattle District Office

Federal Office Building
909 First Avenue, Suite 400
Seattle, WA 98104-1061
(206) 220-6883
TTY (206) 220-6882
FAX (206) 220-6911

NOTICE OF SETTLEMENT

EEOC v. Good Samaritan Community Healthcare, Puyallup
Professional Associates and Good Samaritan Surgery Center,
Civil Action No.C01-5460 RJB (W.D. WA)

ATTENTION: WOMEN WHO WERE EMPLOYED BY THE GOOD SAMARITAN SURGERY CENTER IN PUYALLUP, WASHINGTON AT ANY TIME BETWEEN JANUARY 1, 1998 AND AUGUST 20, 2001.

Settlement has been reached between the Equal Employment Opportunity Commission (EEOC) and Good Samaritan Community Healthcare, Puyallup Professional Associates and Good Samaritan Surgery Center, ("Surgery Center") in a lawsuit brought by EEOC in the United States District Court for the Western District of Washington at Tacoma, Civil Action No. C01-5460 RJB. In its lawsuit, the EEOC sought relief on behalf of a class of current and former female employees who were victims of gender discrimination, sexual harassment and/or retaliation by Dr. Roger Robinett. A Settlement Fund has been established for the benefit of eligible claimants who meet the following criteria:

- (i) The claimant is a female employed by the Surgery Center at its Puyallup location at any time between January 1, 1998 and August 20, 2001;
- (ii) The Settlement Fund Administrator timely receives from the claimant a completed Claim Form and Release; and
- (iii) The Settlement Fund Administrator receives credible evidence that the individual was (a) subjected to gender discrimination or sexual harassment, (b) constructively discharged as a result of gender discrimination or sexual harassment, and/or (c) retaliated against because she opposed gender discrimination or sexual harassment or participated in any proceeding relating to a complaint of gender discrimination, sexual harassment or retaliation by Dr. Roger Robinett.

Carmen Flores, Trial Attorney with the Equal Employment Opportunity Commission,

has been identified as the Settlement Fund Administrator responsible for reviewing claims to identify Eligible Claimants entitled to relief under the Settlement Fund. If you believe you meet the above requirements for participating in the settlement, please carefully read the enclosed Instructions for Completing a Claim Form and complete and submit a Claim Form to the Equal Employment Opportunity Commission, at the following address:

Att'n: Carmen Flores, Trial Attorney
Equal Employment Opportunity Commission
909 First Ave., Ste. 400
Seattle, WA 98104-1061

**The Claim Form must be postmarked no later than _____, 2001
in order for your claim to be considered.**

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the **Consent Decree and [Proposed] Order of Dismissal** on:

**Cheryl Zakrzewski
REED McCLURE, Attorneys at Law
Two Union Square
601 Union Street, Suite 4901
Seattle, WA 98101-3920**

Attorneys for Defendant

by the following indicated method or methods:

- ② by **mailing** a copy thereof in a sealed, first-class postage-paid envelope, addressed to the attorney(s) listed above, and deposited with the United States Postal Service at Seattle, Washington, on the date set forth below.

DATED this 17th day of December, 2001.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION



VICTORIA RICHARDSON
Paralegal

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Seattle District Office
909 First Avenue, Suite 400
Seattle, Washington 98104-1061
Telephone: (206) 220-6883
Facsimile: (206) 220-6911
TDD: (206) 220-6882

CERTIFICATE OF SERVICE

car

United States District Court
for the
Western District of Washington
December 19, 2001

* * MAILING CERTIFICATE OF CLERK * *

Re: 3:01-cv-05460

True and correct copies of the attached were mailed by the clerk to the following:

A Luis Lucero Jr, Esq.
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
SEATTLE DISTRICT OFFICE
STE 400
909 FIRST AVE
SEATTLE, WA 98104-1061

Cheryl A Zakrzewski, Esq.
REED MCCLURE
STE 4901
601 UNION ST
SEATTLE, WA 98101-3920

Judge Bryan