
**STRONG MEDICINE
NEGOTIATION**

Attorney for Strong Doc Partners

Your law firm represents Strong Doc Partners, a full-service and well-respected medical practice. The law firm's senior partner asked you to work with Dr. Sanders, Strong's managing partner, in connection with a rather ugly threatened lawsuit.

You learned from Dr. Sanders that the attorney for Dr. Tanner, a terminated physician partner, sent him a "courtesy" copy of her not-yet-filed complaint alleging breach of contract, gender discrimination, and sexual harassment, and seeking \$3,000,000 in damages, plus attorney's fees.

As Dr. Sanders explained it, though nominally for a four-year term, Strong Doc's partnership contract provided that any physician could be removed from the practice upon 2/3 vote of the other (12) physician partners. The 10 physician partners who voted to terminate Dr. Tanner alleged that she had disrupted the culture of their practice by rudeness to staff and physician peers. They also stated that Dr. Tanner sometimes failed to fulfill her rotating on-call duty obligations.

Dr. Tanner maintains that the male partners (all but 2) were motivated by gender discrimination and that she had been subject to sexual harassment. With regard to "rudeness", she denies ever being any more or less "rude" than any of the male physicians. She maintains that her high standards and demand for top-quality practice were resented. For example, she criticized x-ray technicians when their less-than-competent work yielded unreadable x-rays. She did occasionally second guess x-ray readings and conclusions reached by the practice's other (male) radiologist because he often accepted sloppy x-rays. Regarding her "unwillingness" to take part in on-call obligations, she argued that she had made it clear on entering the practice that her parenting obligations came first. She had provided the practice with a schedule of availability for "on-all duty" with more than the requisite number of hours.

According to Dr. Tanner, the other real reason the partnership voted her out is that she complained about *quid pro quo* sexual harassment by its most senior physician, Dr. Lindman. Recently divorced and 10 years her senior, Dr. Lindman asked Dr. Tanner to have dinner to talk about the practice and "fitting in." While Dr. Tanner did have dinner with him once, she was uncomfortable with Dr. Lindman's steering the conversation toward his dating exploits and her relationship with her husband. She declined the second dinner invitation. Shortly after that, she claims that Dr. Lindman came into her office, closed the door, confessed his attraction to her, and asked her to come with him to a medical "conference" as a cover story for her husband. Dr. Tanner ordered him out of her office. She claims that shortly after that, the other physicians began criticizing her "staff management." When she reported Dr. Lindman's behavior (and his retaliation) to the chairman Dr. Sanders,



all hell broke loose. Dr. Lindman called her a liar, denied the episode in her office, and demanded her ouster.

Dr. Tanner claims to have been emotionally scarred, and unable to find work as a radiologist with any nearby practice. She claims Dr. Lindman and his partners have been spreading ugly rumors about her in the medical community.

You heard that, just about a week ago, Dr. Tanner began doing some part-time radiology work for a practice located about 60 miles away – which is difficult to manage given her small children. (Six months have now passed since the termination. She is being paid \$90,000 a year for this part-time work.)

Dr. Tanner's annual income before her contract termination was \$315,000. Her lawyer justifies the \$3,000,000 by claiming the three years left on her contract, plus a multiplier for punitive damages, plus emotional distress and harm to reputation. He also notes that, without punitive damages, ongoing contract renewals (as were the custom) would have meant many future years at a high salary.

Based upon what you know about the facts and the law, you believe there's just about no chance of getting the case thrown out on summary judgment. In a brief phone call with Tanner's attorney, you both agreed it would be in your client's interests to try to settle the case.

Dr. Sanders is adamant that:

- Dr. Tanner is a greedy liar and likely a narcissist. A real troublemaker. She will make a terrible witness. Any jury will figure this out immediately.
- Dr. Lindman is an entirely honest man and has been wrongly accused. Any jury will figure this out immediately.
- Other physicians and all staff would testify convincingly against Dr. Tanner.
- No one has spread any rumors about Dr. Tanner; if she hasn't replaced her income, it's because she hasn't tried to.

Dr. Sanders understands that your law firm's fees for defending this case all the way through would be on the order of \$100,000. He does not like the idea of paying Dr. Tanner that much, but he can see the logic. He would strongly resist paying more, but claims he would listen to your advice.

Negotiate with the attorney for Dr. Tanner to try to get the lowest number possible to bring to your client. Your client has promised to respect your settlement recommendation, provided you can explain why it makes sense.