
STRONG MEDICINE NEGOTIATION

Attorney for Dr. Tanner

Your law firm represents Dr. Toby Tanner, whose contract with Strong Doc Partners was terminated about 6 months ago. The law firm's senior partner asked you to work with Dr. Tanner and to work up a complaint in her case against Strong Doc Partners. You have met extensively with Dr. Tanner, and based on what you learned, drafted a complaint claiming breach of contract, gender discrimination, and sexual harassment and seeking \$3,000,000 in damages, plus attorney's fees.

Because much of your client's bargaining power is in the *threat* to file suit, you sent a courtesy copy of the complaint to Strong Doc's managing partner, Dr. Sanders. He has referred the matter to their attorney. In a brief phone call, you both agreed it would be in your client's interests to try to settle the case.

You know from Dr. Tanner and your review of the contract that, 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. Dr. Tanner was informed by Dr. Sanders that the physician partners who voted to terminate her contract said she had disrupted the culture of their practice by rudeness to staff and physicians. They also stated that Dr. Tanner failed to fulfill her rotating on-call duty obligations.

Dr. Tanner maintains that the male partners (all but two) were motivated by gender discrimination, and she had been subject to sexual harassment. Regarding "rudeness", she denies ever being any more or less "rude" than any of the male physicians. She maintains 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 the x-ray readings and conclusions reached by the practice's other (male) radiologist when he accepted sloppy x-rays. Regarding her "unwillingness" to share on-call obligations, she argued that she had made it clear on entering the practice that her parenting obligations came first. She 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 full-time 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.

Just 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. (She is paid \$90,000 a year for this part-time work.)

Dr. Tanner’s annual income before her contract termination was \$315,000. You see the complaint’s \$3,000,000 demand as relatively conservative. She had three years left on her contract, which adds up to about a million (even after subtracting the \$90,000 per year). There should be a multiplier for punitive damages, plus emotional distress and harm to reputation. Without even thinking about punitive damages, ongoing contract renewals (as were the custom) would have meant many future years at a high salary.

Based upon what you know, you are confident the case will survive any Summary Judgment motion (It would arguably be foolish for the defense to file one). This is about credibility.

Dr. Tanner is adamant that:

- Dr. Lindman is a liar, scoundrel, and likely a narcissist. He will make a terrible witness. He’s just a sleazy womanizer. Any jury will figure this out immediately.
- She (Dr. Tanner) is entirely honest; Her commitment to the highest level of practice was her only motivation. The male physician “guys” are just protecting their buddy. They didn’t like that she was a better doctor. Any jury will figure this out immediately.
- Some of the staff who have since left the practice are likely to support Dr. Tanner’s testimony. Even though no one else saw Dr. Lindman proposition her, they will confirm that he asked other women out for lunch or dinner and made inappropriate suggestions. They will also state that, after he was accused, he met privately, one by one, with most of the other male physicians. (Dr. Tanner thinks that they were plotting to force her out.)



- They must have spread rumors about her. Before she took the job at Strong Doc Partners, she had many lucrative offers in other practices. After she left, those doors were closed.

Dr. Tanner is very angry about what happened to her. She wants to use her lawsuit to show male physicians that they can't get away with this.

Dr. Tanner might be willing to settle, but she wants that settlement to teach Strong Doc Partners a lesson. It should hurt them financially, in a big way.

Your law firm has taken the case on a contingency fee. Even though Dr. Tanner will not pay for your work unless she recovers in damages or in settlement, she will have to fund some costs. Most important for her, once the suit is (publicly) filed, it will be even more difficult, if not impossible, for her to find full-time work as a radiologist (locally, and possibly anywhere.)

For that reason, Dr. Tanner has authorized you to try to negotiate with Strong Doc Partners. She has given you clear instructions to try to negotiate for as high a number as possible. She has also promised to respect your settlement recommendation, provided you can explain why it makes sense.