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## Equal Employment Opportunity Commission v. Tenet Health Care, Ltd. d/b/a Brownsville Medical Center

Judge Hilda Tagle

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## **Equal Employment Opportunity Commission v. Tenet Health Care, Ltd. d/b/a Brownsville Medical Center**

### **Keywords**

EEOC, Tenet Health Care LTD, Brownsville Medical Center, B-98-189, Consent Decree, Sexual Harassment, Sex, Female, Healthcare, Employment Law, Title VII

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
BROWNSVILLE DIVISION

United States District Court  
Southern District of Texas  
ENTERED

JAN 21 2000

Michael N. Milby, Clerk of Court  
By Deputy Clerk 

EQUAL EMPLOYMENT OPPORTUNITY §  
COMMISSION, §  
Plaintiff, §  
v. §  
TENET HEALTH CARE, LTD. d/b/a §  
BROWNSVILLE MEDICAL CENTER §  
Defendant. §

Civil Action No. B-98-189

**CONSENT DECREE**

The parties to this Consent Decree are the Plaintiff, United States Equal Employment Opportunity Commission ("EEOC"), and Defendant, Tenet Health Care, Ltd. d/b/a Brownsville Medical Center ("Brownsville Medical Center"). This Consent Decree resolves the allegations raised by the EEOC in the above-referenced Civil Action No. B-98-189. The EEOC initiated this lawsuit under Title VII of the Civil Rights Act of 1964, as amended, and Title I of the Civil Rights Act of 1991, to correct alleged unlawful employment practices on the basis of gender, specifically sexual harassment, and to provide appropriate relief to Leticia Roman and a class of similarly situated women, who the EEOC maintains were adversely affected by these alleged practices. The EEOC alleges that Leticia Roman and a class of comparably aggrieved women were subjected to unlawful discrimination when the Director of Food Services, Juan Noguerras, subjected to them to various forms of sexual harassment including unwanted verbal comments, sexual advances and physical contact. Brownsville Medical Center denies the allegations brought by the EEOC as alleged in the Complaint filed in this Civil Action.

The EEOC and Brownsville Medical Center wish to settle this action, without the risks, uncertainties and expenses of continued litigation, under the terms in the Decree. Neither

Brownsville Medical Center's consent to the entry of this Decree, nor any of the terms set forth in it, shall constitute or be construed as Brownsville Medical Center's admission of any Title VII violation.

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. This Court has jurisdiction of the subject matter of this action and the parties, venue is proper, and all administrative prerequisites to the EEOC's filing of this action have been met. The parties stipulate to the Court's jurisdiction.

2. This Decree is entered in full and complete settlement of all claims contained in this lawsuit. EEOC expressly reserves its right to process and litigate any other charges (other than EEOC Charge No. 360 97 0778 filed by Leticia Roman against Brownsville Medical Center) which may now be pending or may in the future be filed against Defendant Brownsville Medical Center.

3. The duration of this Decree shall be two years from the date of its filing with the Court. This Court shall retain jurisdiction of this action during the period of this Decree and may enter further orders or modifications as may be appropriate.

4. Defendant Brownsville Medical Center is enjoined from engaging in any type of sexual harassment.

5. Defendant will provide the following EEO training:

a. Within 180 days of the date of entry of this Decree, Defendant shall provide EEO training to all managerial, supervisory, and non-supervisory employees of the Food and Nutritional Service Department of Defendant Brownsville Medical Center of not less than 4 hours. The training shall: (a) explain that sexual harassment is unlawful; (b) instruct what conduct may constitute sexual harassment; (c) explain the damaging effects of sexual harassment on its victims, their families, their co-workers, and the workplace environment;

(d) ensure that supervisors and management personnel know how to enforce the company's anti-harassment policies; and (e) discuss the unique aspects of enforcing a sexual harassment policy in South Texas with low-wage earners.

b. Defendant will provide similar training consisting of not less than one hour for all managerial, supervisory, and non-supervisory employees at every annual ethics briefing conducted during the duration of this Decree.

c. Within 20 days prior to the date scheduled for this training, Brownsville Medical Center shall furnish to the EEOC a written report describing the EEO training, identifying the instructors and describing their qualifications to conduct such training, along with copies of all training materials, and the EEOC shall have the right to approve of such training and the instructors. Within 20 days after the EEO training has been completed, Brownsville Medical Center shall provide to the EEOC a written report identifying each individual who attended this training and the date(s) and time of attendance.

6. Defendant will not be deemed to have violated paragraphs 4 and 5, unless the Court enters a judgment finding a violation.

7. Defendant Brownsville Medical Center agrees to post a notice, for at least the duration of this Decree, of its intent to comply with Title VII. This notice is set forth in Exhibit "A," which is attached to this Decree. Brownsville Medical Center agrees to post a copy of Exhibit "A" in a conspicuous place at Brownsville Medical Center facilities in Brownsville, Texas, within ten days after this Decree is filed.

8. Defendant Brownsville Medical Center, in settlement of this dispute, shall pay to Leticia Roman and other comparably aggrieved women, the sum total of \$765,000.000 (SEVEN HUNDRED AND SIXTY-FIVE THOUSAND AND 00/100 DOLLARS). This total sum will be


divided as follows. Defendant Brownsville Medical Center shall pay to Leticia Roman the sum total of \$542,000.00(FIVE HUNDRED AND FORTY-TWO THOUSAND AND 00/100 DOLLARS); to Maricela Hernandez, the sum total of \$66,900.00(SIXTY-SIX THOUSAND, NINE HUNDRED AND 00/100 DOLLARS); to Nelly Renteria, the sum total of \$55,750.00(FIFTY-FIVE THOUSAND, SEVEN HUNDRED AND FIFTY AND 00/100 DOLLARS); and payment shall be mailed directly to Arnold Aguilar, Law Office of J. Arnold Aguilar, Artemis Square, Suite H-2, 1200 Central Blvd., Brownsville, Texas, 78520. Defendant Brownsville Medical Center shall pay to Maria Vasquez, the sum total of \$44,600.00(FORTY-FOUR THOUSAND, SIX HUNDRED AND 00/100 DOLLARS); and payment shall be mailed directly to Maria Vasquez at [REDACTED]. Defendant Brownsville Medical Center shall make payment to Gloria Campuzano the sum total of \$22,300.00(TWENTY-TWO THOUSAND, THREE HUNDRED AND 00/100 DOLLARS); and payment shall be mailed directly to Gloria Campuzano at [REDACTED]. Defendant Brownsville Medical Center shall make payment to Vickie Villareal Pizana, the sum total of \$22,300.00(TWENTY-TWO THOUSAND, THREE HUNDRED AND 00/100 DOLLARS); and payment shall be mailed directly to Vickie Villareal Pizana at [REDACTED]. Defendant Brownsville Medical Center shall make payment to Juanita Cisneros, the sum total of \$11,150.00(ELEVEN THOUSAND, ONE HUNDRED AND FIFTY AND 00/100 DOLLARS); and payment shall be mailed directly to Juanita Cisneros at [REDACTED]. All payments shall be made within 14 days after this Decree has been entered by the Court. A copy of all the settlement checks, and any accompanying transmittal documents shall be forwarded to Robert Harwin, Regional Attorney, San Antonio District Office, United States Equal Employment Opportunity Commission, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

9. The terms of this Decree shall be binding upon the EEOC, Leticia Roman, Maricela Hernandez, Nelly Renteria, Maria Vasquez, Gloria Campuzano, Vickie Villareal Pizana, Juanita Cisneros, and Defendant Brownsville Medical Center, its agents, officers, employees, servants, successors, and assigns, as to the issues resolved herein.

10. Plaintiff EEOC and Defendant Brownsville Medical Center agree to sign and execute this Decree contemporaneously with the settlement agreement between Defendant Brownsville Medical Center and Leticia Roman, Maricela Hernandez and Nelly Renteria.

11. The parties to this Decree shall bear their own costs and attorney's fees incurred in this action. The parties agree that pursuant to Section 706(k) of Title VII, 42 U.S.C. § 2000e-5(k), there is no "prevailing party" in this action or proceeding.

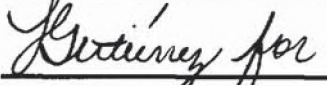
SO ORDERED AND ENTERED 21 day of July, 2000.

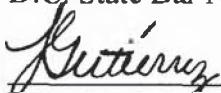
  
HILDA G. TAGLE  
UNITED STATES DISTRICT JUDGE

Respectfully submitted,

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EQUAL EMPLOYMENT OPPORTUNITY  
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ATTORNEYS FOR PLAINTIFF



**NOTICE TO ALL EMPLOYEES**

TENET HEALTH CARE, LTD. D/B/A BROWNSVILLE MEDICAL CENTER SUPPORTS FEDERAL LAW REQUIRING THERE BE NO DISCRIMINATION AGAINST ANY APPLICANT OR EMPLOYEE BECAUSE OF HIS OR HER RACE, COLOR, SEX, NATIONAL ORIGIN, RELIGION, AGE OR DISABILITY AND REAFFIRMS ITS COMMITMENT NOT TO DISCRIMINATE AGAINST ANY APPLICANT OR EMPLOYEE ON ANY TERM OR CONDITION OF EMPLOYMENT, NOR TO ALLOW HARASSMENT OF ANY EMPLOYEE BECAUSE OF HIS OR HER SEX.

TENET HEALTH CARE, LTD. D/B/A BROWNSVILLE MEDICAL CENTER WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE FOR OPPOSING EMPLOYMENT DISCRIMINATION OR FOR FILING OR PARTICIPATING IN A CHARGE OF EMPLOYMENT DISCRIMINATION.

IF YOU BELIEVE YOU ARE BEING DISCRIMINATED AGAINST IN ANY TERM OR CONDITION OF YOUR EMPLOYMENT BECAUSE OF YOUR RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, AGE, OR DISABILITY, OR THAT YOU ARE BEING SUBJECTED TO HARASSMENT BECAUSE OF YOUR SEX OR HAVING ENGAGED IN TITLE VII-PROTECTED ACTIVITY, YOU ARE ENCOURAGED TO SEEK ASSISTANCE FROM SUPERVISORY PERSONNEL, THE PERSONNEL DEPARTMENT, OR FROM THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, 5410 FREDERICKSBURG ROAD, SUITE 200, SAN ANTONIO, TEXAS 78229-3550, (210) 281-7600 OR 1-800-669-4000.

NO RETALIATORY ACTION MAY BE TAKEN AGAINST YOU FOR SEEKING ASSISTANCE, FILING A CHARGE, OR COMMUNICATING WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION.

EEOC ENFORCES TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, WHICH PROHIBITS EMPLOYMENT DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX OR NATIONAL ORIGIN; THE AGE DISCRIMINATION IN EMPLOYMENT ACT; THE EQUAL PAY ACT; PROHIBITIONS AGAINST DISCRIMINATION AFFECTING INDIVIDUALS WITH DISABILITIES; SECTIONS OF THE CIVIL RIGHTS ACT OF 1991, AND TITLE I OF THE AMERICANS WITH DISABILITIES ACT, WHICH PROHIBITS DISCRIMINATION AGAINST PEOPLE WITH DISABILITIES IN THE PRIVATE SECTOR AND STATE AND LOCAL GOVERNMENTS.

**EXHIBIT "A"**