

PLAINTIFF'S CONFIDENTIAL STATEMENT FOR THE MEDIATOR

Prepared by Patricia Strong and her Attorney Loretta T. Attardo for Purposes of the Mediation Session Scheduled July 20, 2000, London.

This confidential statement has been prepared for the Mediator's eyes only. Nothing contained in this confidential statement should be disclosed to any third party without the express permission of the Plaintiff, Patricia Strong and her attorney.

FACTS

Attorney Patricia Strong had been successfully employed by the Law Firm of Healthy, Wealthy & Wise ("the Firm") since 1992. Since that date and until the November 1999 announcement that she had not made Partner of the Firm, Ms. Strong had received positive performance reviews and annual salary increases and bonuses. At no time prior to November 1999 had she received any written warnings relative to her performance or billable hours. Nor had she received any indication from senior partners of the Firm that her progression to partnership was anything other than precisely "on track" with her other classmates in the Firm. In 1997, following five years of excellent performance reviews and in response to Ms. Strong's stated interest in working in the Firm's London office, she was posted to London and promoted to the position of Senior Associate in the Transactions Department. In addition to the traditional legal work associated with this assignment, Ms. Strong was expected to actively develop and "grow" the business of the Firm in London. Ms. Strong's London assignment was viewed as quite a coup for a 5-year Associate and was the source of openly expressed jealousy by some of

Plaintiff's Confidential Statement for the Mediator

her classmates in the Firm. In particular, Reginald Duckworth, one of the Firm's most notorious brown noses who had also expressed interest in the London assignment, warned Ms. Strong that the London assignment would place her "out of sight out of mind" at the critical time of partnership review. Following Ms. Strong's transfer to London, Mr. Duckworth ceased his frequent contact with Ms. Strong.

On November 1, 1999, when the Firm's "New Partners List" was published, Ms. Strong learned for the first time that she had not been elected to partnership. When she demanded an explanation, she was not given any reasons, but simply thanked for her "fine service to the clients," requested to stay on in the employ of the firm, and informed of the Firm's intention to review her record again the following year. None of the Firm's managing partners met personally with Ms. Strong to inform her of this decision.

This event set Ms. Strong into an emotional tailspin causing her to leave the firm. Since July 1999, Ms. Strong had been treating with a therapist weekly and had been taking anti depressant medication. Her depression had been triggered by a July 4, 1999, incident of sexual advances, including inappropriate physical touching, made by senior partner Naughtso Wise. Ms. Strong had rejected the advances but could not bring herself to complain to anyone in the Firm about the incident because she was embarrassed by it, and because she feared her colleagues would think her foolish for allowing Wise to accompany her to her apartment in the first place. Wise had a known reputation for being a drinker and a lady's man, and he had engaged in several romantic affairs with other young female lawyers in the Firm. One of his ex lovers is now a partner of the Firm. With 40 male and only five female partners, the Firm had a

Plaintiff's Confidential Statement for the Mediator

very male dominated environment. The partners of the Firm appeared to just close their eyes to Wise's behavior. Moreover, the only partner in the London office with whom Ms. Strong had any regular contact was Mr. Healthy, a boyhood friend of Mr. Wise. Healthy often remarked at how "comical" Wise's behavior was.

When Ms. Strong was denied partnership in November 1999, she realized that Wise had retaliated against her for rejecting his advances. Moreover, his opinion of her had and would continue to poison the Firm's treatment of her. Remaining in the Firm's London office as an 8th year associate without partnership rank was a very public demotion forcing her to leave the Firm.

Since leaving the firm in November 1999, Ms. Strong has not been able to obtain equivalent employment in London. As a U.S. citizen her employment opportunities in the U.K. are limited. She is not anxious to return to the U.S. because she would have to start all over again in the partnership progression of another law firm and because she is currently treating intensively with a therapist who is just beginning to make progress helping M. Strong overcome her depression. Ms. Strong is currently studying to qualify as a solicitor in the UK, and she is only one third of the way through that program.

POSITIONS OF THE PARTIES

The Firm has responded to Ms. Strong's charges of discrimination and sexual harassment by claiming that the denial of partnership to Strong is based upon her poor performance and declining billable hours. Wise denies that there was any sexual harassment intended and claims that the July 4, 1999 kissing and touching between himself and Strong were mutual. Further he denies any retaliation against Strong because he abstained from the partnership vote. Finally, the

Plaintiff's Confidential Statement for the Mediator

Firm points to Strong's failure to complain internally about the sexual harassment as evidence that Wise's conduct was welcome to her.

It is Ms. Strong's position that the Firm is strictly liable for the quid pro quo sexual harassment of her manager and the Firm's partner Mr. Naughtso Wise. Moreover, her failure to formally complain within the Firm about Wise's misconduct was reasonable given his past history of such conduct, his personal and romantic relationships with other partners, and her fear of retaliation based upon his admitted comment that Strong "would be sorry" about the July 4 incident. Sexual advances toward young female associates were clearly not something the Firm considered "problems" to be addressed.

With respect to her poor performance and decline in billable hours, Strong points out that over the full course of her employment with the Firm from 1992 - 1999, her billable hours average 2050 per year, merely 50 hours less than Reginald Duckworth who was made a partner. Further, the Firm's criticism of her lack of decisiveness in 1996 is clearly a pretext for gender discrimination because one year later the Firm had enough confidence in her ability to send her to its London office and promote her to Senior Associate there. In addition, her London responsibilities included major business generation for the London office, which was not billable time. Duckworth did not have such business generation responsibilities. Finally, the evidence that the partners discussed non relevant information about Ms. Strong's success in the stock market during the debate about her partnership clearly demonstrates that different criteria were applied to her. Although Wise may have abstained from the actual vote about Ms. Strong's partnership, the fact that he introduced irrelevant and third handed information into the

Plaintiff's Confidential Statement for the Mediator

partnership discussions demonstrates that he poisoned the vote in retaliation for her having rejected his advances.

SETTLEMENT DEMAND

Calculation of Damages to date:

Lost wages and benefits 11/99 - 7/2000	
9 mos. @\$225,000.00/yr.	\$168,750.
1999-2000 bonus	45,000.
Ins. and other benefits	7,500.
Emotional distress damages	250,000.
Front pay and benefits for 5 years @\$250,000/yr.	1,162,500.
Punitive damages	500,000.
Costs and attorneys' fees to date	85,000.
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TOTAL DAMAGES	2,218,750.
Less wages earned	(35,000.)
NET DAMAGES TO DATE	\$2,183,750.

HISTORY OF NEGOTIATIONS

Following the plaintiff's deposition of Mr. Wise in April 2000, the Firm requested a settlement demand from Ms. Strong. In a written settlement proposal dated April 30, Ms. Strong's attorneys indicated she would be willing to settle this matter for \$2M, including a confidentiality agreement and general release of the Firm and Wise, if agreement could be reached within ten (10) days and the settlement payments would be made on or before June 15. Neither the Firm nor Wise responded to the settlement proposal.