

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

CIVIL RIGHTS DIVISION

LAURA GOMEZ,

Complainant,

vs.

COPPERSTATE OB/GYN ASSOCIATES,
LTD.,

Respondent.

CRD NO. T0012011000424

CONCILIATION AGREEMENT

(Pre-finding)

This Agreement is made between the Civil Rights Division of the Arizona Attorney General's Office, hereinafter "the Division", Laura Gomez, hereinafter "Complainant", Copperstate OB/GYN Associates, Ltd., hereinafter "Respondent". A complaint of public accommodations discrimination based on disability having been filed by Complainant against Respondent pursuant to the Arizonans with Disabilities Act (AZDA), A.R.S.

§41-1492 *et seq.*, the parties have conferred and hereby voluntarily agree to and do resolve the issues in the complaint on the following terms:

I

This Agreement will not constitute or evidence an admission by the parties that an act or practice made unlawful by A.R.S. §41-1492 *et seq.* occurred, nor should any such inference be drawn.

II

1
2 Subject to the fulfillment by Respondent of each of
3 the obligations set forth in this Agreement, the Division agrees
4 to close complaint CRD No. T0012011000424, and the Complainant
5 agrees to waive or release all claims against Respondent in any
6 forum with respect to the matters that were alleged in the
7 charge of discrimination numbered CRD T0012011000424.

8 III

9 The Division's participation in this Agreement does
10 not reflect any judgment by the Division as to the merits of the
11 complaint referenced in Paragraph II above. Although the
12 Division does not waive its right to process any other complaint
13 against Respondent, the Division does waive its right to file a
14 Divisional complaint against Respondent relating to the matters
15 which were alleged in the complaint in CRD No. T0012011000424,
16 except as otherwise provided in this Agreement. The Division
17 has the right to make reasonable inquiry and investigation
18 regarding compliance with this Agreement. The Division further
19 has the right to enforce the Agreement through all available
20 means, including but not limited to, the institution of
21 litigation in any court with jurisdiction should Respondent fail
22 to comply with any of the terms of this Agreement.

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1 IV

2 The parties agree to the following:

3 1. Respondent will provide Complainant with an American
4 Sign Language (ASL) interpreter for all future
5 appointments at the expense of Respondent.

6 2. Respondent will provide reasonable modifications and
7 auxiliary aids and services, including ASL sign
8 language interpreters, to persons with disabilities at
9 Respondent's expense when needed for effective
10 communication in accordance with the Arizonans with
11 Disabilities Act.

12 3. Respondent will not require any of its deaf or hard-of-
13 hearing patients who need an ASL sign language
14 interpreter for effective communication under the
15 Arizonans with Disabilities Act at an appointment or
16 other medical procedure provided by Respondent to bring
17 a family member to interpret for them or to pay for an

18 ASL interpreter.

19 4. Respondent agrees that it and its agents will not
20 engage in any discrimination or retaliation of any kind
21 against Complainant or against any other person because
22 he/she has opposed any practice reasonably believed by
23 him/her to be unlawful under A.R.S. § 41-1492 et seq.,
24 or because he/she has filed a complaint, given
25 testimony or assistance, or participated in any manner
26

1 in any investigation or proceeding under the Arizonans
2 with Disabilities Act.

3 5. Within ninety (90) days of the effective date of this
4 Agreement, Respondent will adopt a written policy ("the
5 Policy") addressing how to communicate with deaf and
6 hearing impaired patients under the Arizonans with
7 Disabilities Act. A copy of the Policy is attached to
8 this Agreement as Exhibit A and incorporated by
9 reference.

10 6. Within ninety (90) days of the effective date of this
11 Agreement, all of Respondent's doctors and staff shall
12 sign the Policy. Thereafter, all new doctors and staff
13 shall sign the Policy upon hire. Respondent shall
14 retain the executed copies of the Policy.

15
16 V

17 Respondent agrees to confirm to the Division in
18 writing that it is in compliance with the terms and conditions
19 of this Agreement within ten (10) business days after
20 satisfaction of each obligation.

21 VI

22 Complainant and Respondent agree to pay their own
23 attorneys' fees, if any.

24 VII

25 This Agreement will not become effective until it has
26 been reviewed and signed by a Division representative.

VIII

1 This Agreement may be executed in two or more
2 counterparts, each of which will be deemed an original and
3 together will constitute one Agreement. Faxed or pdf signatures
4 shall be deemed original signatures.
5

IX

6 The parties represent that they have read this
7 Agreement in its entirety, have had an opportunity to consult
8 with counsel of their own choice, are satisfied that they
9 understand and agree to all of its provisions, and have freely
10 signed this Agreement without coercion.
11

X

12 This Agreement will be binding on the heirs, assigns,
13 successors, successors-in-interest, receivers, trustees in
14 bankruptcy, and personal representatives of the parties hereto.
15

XI

16 This Agreement may be made public unless Complainant
17 ~~and Respondent otherwise agree and the Attorney General~~
18 determines that disclosure is not required to further the
19 purposes of the Arizonans with Disabilities Act.
20

XII

21 The undersigned represent and they are authorized to
22 sign this Agreement on behalf of the parties indicated.
23

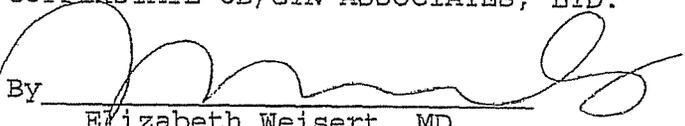
24 7/18/11
Date
25
26 / / /

By Laura Gomez
Laura Gomez
Complainant

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COPPERSTATE OB/GYN ASSOCIATES, LTD.

7-13-11
Date

By 
Elizabeth Weisert, MD
President
Respondent

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
CIVIL RIGHTS DIVISION

Date

By _____
Sandra R. Kane
Assistant Attorney General
1275 West Washington Street
Phoenix, Arizona 85007

Executed copy mailed/hand-delivered
on _____ day of _____, 2011, to:

Ms. Laura Gomez
3233 E. 29th St.
Tucson, AZ 85713-2224
Complainant

Brenden J. Griffin, Esq.
Gabrey, Rollman & Bosse, P.C.
3507 N. Campbell Ave., Ste. 111
~~Tucson, Arizona 85719~~
Attorney for Respondent

By _____
Kathy Grant

#2096589v1

1 COPPERSTATE OB/GYN ASSOCIATES, LTD.

2
3 By _____
4 Elizabeth Weisert, MD
5 President
6 Respondent

7 _____
8 Date

9 STATE OF ARIZONA
10 OFFICE OF THE ATTORNEY GENERAL
11 CIVIL RIGHTS DIVISION

12 7/20/11
13 _____
14 Date

15 BY Sandra R. Kane
16 Sandra R. Kane
17 Assistant Attorney General
18 1275 West Washington Street
19 Phoenix, Arizona 85007

20 Executed copy mailed hand-delivered
21 on 21st day of July, 2011, to:

22 Ms. Laura Gomez
23 3233 E. 29th St.
24 Tucson, AZ 85713-2224
25 Complainant

26 Brenden J. Griffin, Esq.
27 Gabroy, Rollman & Bosse, P.C.
28 3507 N. Campbell Ave., Ste. 111

29 Tucson, Arizona 85719
30 Attorney for Respondent

31 By Kathy Grant
32 _____
33 Kathy Grant

34 #2096589v1

EXHIBIT A

Caring For Our Deaf And Hearing Impaired Patients

It has always been Copperstate's policy to maintain the highest standard of care of every patient who is seen within the practice.

To this end:

It has always been our contention that the patient's needs come first. It is important to have good communication for our deaf and hearing impaired patients and prospective patients. For many, the best means of communication may be a pen and paper. But if one of our patients or a prospective new patient states that she needs or is more comfortable with the use of an ASL (American Sign Language) interpreter, we will gladly provide the service for her at Copperstate's expense. If the patient or prospective patient needs other auxiliary services to communicate effectively, we will make reasonable efforts to also meet that need at Copperstate's expense. It is the responsibility of the employee communicating with the patient or the patient's representative to find out what the patient's wishes are and communicate this to the reception manager.

Our reception area manager has experience and is responsible for scheduling these appointments, including scheduling the ASL Sign Language Interpreter.

Copperstate does not discriminate against any individual because of race, gender, age, nationality or for any other reason that is unlawful. As stated in the Copperstate Employee manual, any employee engaging in such acts is subject to termination from employment.
