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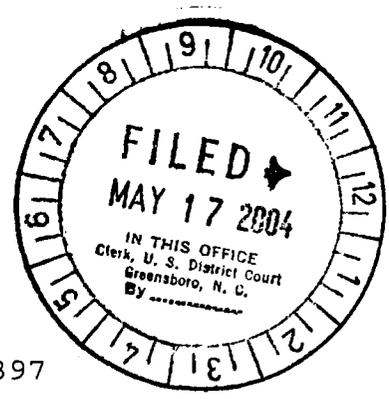
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IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA



VICKIE L. MCIVER ROBERTS,)
)
Plaintiff,)
)
v.)
)
BAPTIST HOSPITAL, Director,)
Employee Relations,)
)
Defendant.)

CIVIL NO. 1:03CV00397

MEMORANDUM OPINION

BULLOCK, District Judge

Plaintiff, proceeding pro se and in forma pauperis, has filed a one-page document which the court has treated as a complaint, complaining, as best the court can determine, about a breached mediated settlement agreement and attaching a copy of a charge filed with the Equal Employment Opportunity Commission (EEOC) alleging that Baptist Hospital, one of her former employers, has retaliated against her because Goodwill Industries, another former employer, breached a settlement agreement with her and called Baptist Hospital. In her charge Plaintiff states that she has not applied for any position with Baptist Hospital and gives no details concerning any retaliation by the hospital.

Plaintiff has filed at least two prior actions in this court: Roberts v. Goodwill Industries, Inc., 1:03CV00398, and Roberts v. N.C. Division of Vocational Rehabilitation, 1:03CV00405. In the case against Goodwill Industries, Inc., the court gave the Plaintiff an opportunity to amend her complaint to comply with Rule 8(a), Federal Rules of Civil Procedure, but Plaintiff was unable to file a document which enabled the court to determine her specific claim. It appeared to the court at the time that the Plaintiff may have never been employed by Goodwill nor ever sought a referral to Goodwill from the North Carolina Division of Vocational Rehabilitation, and that the prior "mediation settlement agreement" which Plaintiff referred to, required only that Goodwill accept the Plaintiff if she were referred to it by the Division of Vocational Rehabilitation, which did not occur. Therefore, the court ultimately granted Goodwill's motion for judgment on the pleadings.

In her subsequent suit against the North Carolina Division of Vocational Rehabilitation, Plaintiff did indicate that Goodwill Industries was her former employer and that, as a result of an EEOC charge she filed, a settlement agreement was reached. However, it appeared that Plaintiff was not employed by the Division of Vocational Rehabilitation, and could state no claim against it under Title VII of the Civil Rights Act of 1964 or the Americans with Disabilities Act, cited by the Plaintiff in her

pro se complaint. Therefore, the court dismissed Plaintiff's complaint.

In the present case, Defendant has moved for summary judgment, contending that Plaintiff has failed to exhaust her administrative remedies under Title VII, that there is no individual liability under Title VII or the Americans with Disabilities Act, that her allegations concerning her termination are untimely, and that her alleged retaliation claim is not actionable. Because of Plaintiff's pro se status, the court will consider the Defendant's motion as if Plaintiff had sued North Carolina Baptist Hospital, her former employer.

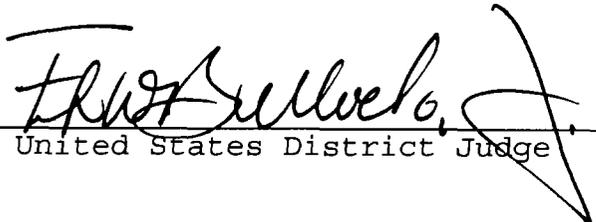
Plaintiff has not worked at Baptist Hospital since 1995, and filed a charge of discrimination with the EEOC following her termination that year. She received a right-to-sue letter from the EEOC but did not act upon it until the present lawsuit. In 2003 Plaintiff filed another charge with the EEOC, as the court noted above, and upon receipt of her right-to-sue letter filed this lawsuit. From the Plaintiff's deposition in the present case, and from the other documents that the Plaintiff has filed with the court, Plaintiff appears to claim that Baptist Hospital, in a conspiracy with Goodwill Industries, retaliated against her in some way, although Plaintiff has not applied for any position with Baptist Hospital. Plaintiff continues to complain about Goodwill Industries' alleged breach of the settlement agreement

referred to in her other complaints in this court. Plaintiff also appears to blame Baptist Hospital for having something to do with the alleged breach of the mediated settlement agreement with Goodwill Industries. However, Baptist Hospital was not a party to the agreement. In her deposition, Plaintiff blames Baptist Hospital, Goodwill Industries, and the North Carolina Division of Vocational Rehabilitation with conspiring to torment and blackball her, breaking into her home, tampering with her belongings, stealing money from her checking account, and tampering with her car.

Any claim Plaintiff has based on her 1995 termination by Baptist Hospital is untimely. 42 U.S.C. § 2000e-5(f)(1) (suit must be filed within ninety days of receipt of right-to-sue letter). As far as her 2003 EEOC charge and claim are concerned, Plaintiff has failed to offer any evidence that Baptist Hospital engaged in any of the behavior of which she accuses it, or that it took any actions against her because of her race or disability.

The court will grant the Defendant's motion for summary judgment in an order and judgment entered contemporaneously herewith.

May 17, 2004


United States District Judge