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           Attorneys for Defendant

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9   IN THE UNITED STATES DISTRICT COURT

10   FOR THE DISTRICT OF OREGON

11 RICHARD J. FULTON,   )
)
12   Plaintiff,   )
)
13   vs.   )   Civil No. 81-227
)
14 METROPOLITAN HOSPITALS, INC.,   )
    dba Group Management Services,   )   CONSENT DECREE OF DEFENDANT
15 dba Gresham Community Hospital,   )   GROUP MANAGEMENT SERVICES
    dba Meridian Park Hospital,   )
16 an Oregon nonprofit corporation;   )
    EMANUEL LUTHERAN CHARITY BOARD,   )
17 dba Emanuel Hospital; and PHYSICIANS)
    AND SURGEONS HOSPITAL, an Oregon   )
18 nonprofit corporation,   )
)
19   Defendants.   )

20

21   Group Management Services, hereinafter referred to as "GMS",

22 consents to the entry of the following decree:

23   1.   GMS agrees to send the debtor a separate validation

24 notice for each account which GMS has for the debtor. If accounts

25 of the debtor are subsequently combined, any communication with

26 the debtor on the combined accounts shall separately identify the

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1   amount of each account.

2   2.   GMS agrees that no interest shall be collected or

3   attempted to be collected for any period of time prior to the date

4   the debtor is or has been informed the debt is due; nor shall

5   interest be collected or attempted to be collected for a period

6   of time the debtor is or has been informed no interest is being

7   charged.

8   3.   GMS agrees that when time limits or deadlines, such as

9   contained in Appendix "A" are used, GMS will maintain procedures

10   to ensure that the time limits or deadlines given to a debtor

11   are accurate and that the action specified in the communication

12   is intended to be taken within the time stated in the communication.

13   4.   GMS agrees that any payment schedule agreement forms

14   used by it shall contain plain and unambiguous language.

15   5.   GMS agrees that a copy of any written payment schedule

16   agreement entered into with a debtor will be furnished to the

17   debtor and that GMS will provide, where applicable, the disclosures

18   required by Regulation Z.

19   6.   GMS agrees that it will cease using Appendix "B" and

20   will not send letters that appear to have been sent by an attorney.

21   7.   GMS agrees, when asking a debtor to complete Appendix

22   "E", to make those disclosures required by 15 USC § 1692e(11) of

23   the Debt Collection Practices Act.

24   8.   GMS agrees it will not inform a debtor the debtor's

25   account has been referred for legal action unless the account has

26   been so referred.

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1   9.   GMS agrees that when contacting an employer of the

2 debtor, GMS will not convey information regarding the debt,

3 directly or indirectly, to the employer. GMS agrees that when

4 contacting an employer for the purpose of acquiring location infor-

5 mation, GMS will comply with provisions of 15 USC § 1692b of the
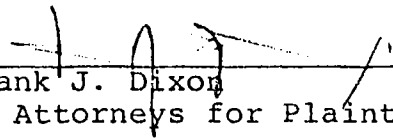
6 Debt Collection Practices Act.

7   10.   This decree and its enforceability shall apply to

8 accounts received for collection by GMS subsequent to the date of

9 entry of this decree and may be enforced by persons other than
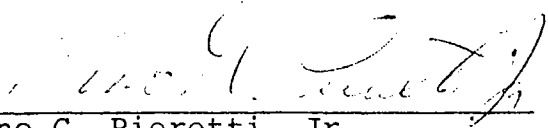
10 Richard J. Fulton.

11   11.   It is acknowledged and understood that the entry of

12 this Consent Decree does not constitute or reflect an admission

13 of liability or violation of the law by GMS, but is rather part

14 of an overall compromise settlement and resolution of the case.

15   DATED this ___5___ day of ____April____, 1982.

16

17 _____
          UNITED STATES MAGISTRATE

18

19 IT IS SO STIPULATED:

20 _____
  Frank J. Dixon

21   Of Attorneys for Plaintiff

22

23 _____

24   Gino G. Pieretti, Jr.
  Of Attorneys for Defendant

25   Group Management Services

26

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RELEASE OF ALL CLAIMS

IN CONSIDERATION of the payment to me of the sum of
FIVE THOUSAND DOLLARS ($5,000.00), the undersigned does hereby
forever release and discharge METROPOLITAN HOSPITALS, INC.,
GROUP MANAGEMENT SERVICES, GRESHAM COMMUNITY HOSPITAL, MERIDIAN
PARK HOSPITAL, EMANUEL LUTHERAN CHARITY BOARD, EMANUEL HOSPITAL,
PHYSICIAND AND SURGEONS HOSPITAL and DOROTHY M. MARTINDALE
of and from any and all claims, demands, damages and causes
of suit or action arising out of, resulting from or relating
to the happening of any event or incident prior to the date
of this release, including, but without limitation thereto,
those claims and matters asserted in the cases filed in the
United States District Court for the District of Oregon
entitled:

RICHARD J. FULTON,

                                     Plaintiff,

      vs.

METROPOLITAN HOSPITALS, INC., dba
GROUP MANAGEMENT SERVICES, dba
GRESHAM COMMUNITY HOSPITAL, dba
MERIDIAN PARK HOSPITAL, an Oregon
nonprofit corporation; EMANUEL
LUTHERAN CHARITY BOARD dba EMANUEL
HOSPITAL; and PHYSICIANS AND SURGEONS
HOSPITAL, an Oregon nonprofit
corporation,

                                   Defendants

bearing registry No. 81-227,

             and

RICHARD J. FULTON,

                                   Plaintiff,

      vs.

DOROTHY M. MARTINDALE,

                                   Defendant

bearing registry No. 81-240.

IT IS UNDERSTOOD AND AGREED that this is a settlement
by compromise of disputed claims and that the payment above
set forth is not to be construed as an admission of liability

- 1 -

on the part of the parties being released.

IT IS FURTHER AGREED that the lawsuits referred to above shall be dismissed with prejudice and without costs upon the application of any attorney of record in the case.

FURTHER CONSIDERATION for this release is the entry of a Consent Decree by Group Management Services. A copy of the Consent Decree is attached to this release, marked Exhibit "A", and made a part hereof.

THE UNDERSIGNED ACKNOWLEDGES that he is represented by an attorney of his own choosing in this matter and that the nature and legal effect of this release is understood by him.

DATED this _____ day of April, 1982.

_____
RICHARD J. FULTON

APPROVED:

_____
Frank J. Dixon
Attorney for Richard J. Fulton

STATE OF OREGON   )
) ss.
County of _____   )

PERSONALLY APPEARED the above-named RICHARD J. FULTON and acknowledged the foregoing instrument to be his own voluntary act. Before me:

_____
Notary Public for Oregon
My Commission Expires:_____

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