

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

FILED 1/7/03
03 JAN -7 PM 1:13

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

SHANER HOTEL GROUP LIMITED
PARTNERSHIP, D/B/A RADISSON DOWNTOWN
MEMPHIS

Defendant.

CIVIL ACTION NO.

02-cv-2279-Ma/Bre

SETTLEMENT AGREEMENT

This Settlement Agreement is between the Equal Employment Opportunity Commission (hereinafter "Commission") and the Shaner Hotel Group Limited Partnership, d/b/a Radisson Downtown Memphis ("Shaner") to resolve an alleged race discrimination class action lawsuit.

The Commission filed the lawsuit on April 18, 2002, pursuant to Sections 706 (f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e et seq., and the Civil Rights Act of 1991, 42 U.S.C. §1981a. In the Complaint, the Commission alleged that Shaner subjected Dina McKinnie (" McKinnie" or "Charging Party") and a class of African American employees to discrimination in compensation, terms, conditions or privileges of employment, because of their race, in violation of Title VII.

Shaner denies that it engaged in any of the unlawful employment practices alleged

This document entered on the docket sheet in compliance
with the EEOC's 706(f)(1) on 1/8/03

11

by the Commission and maintains that its actions were proper and lawful in all regards.

This Settlement Agreement constitutes the complete and exclusive agreement between the parties with respect to the matters referred to herein. No waiver, modification or amendment of any provision of this Settlement Agreement shall be effective unless made in writing and signed by both parties. No representations or inducements to compromise this action have been made, other than those recited or referenced in this Settlement Agreement.

I. JURISDICTION

The United States District Court for the Western District of Tennessee, Western Division, has jurisdiction over the parties and subject matter of this litigation.

II. SCOPE AND DURATION OF SETTLEMENT AGREEMENT

A. This Settlement Agreement resolves all issues and claims arising out of the Complaint of the Commission in this cause, alleging unlawful employment policies and practices maintained by Shaner and arising out of Charge No. 250-99-1324 filed with the Commission by Dina McKinnie. Notwithstanding any provisions contained in this Decree, this Agreement shall not be considered in any manner to be dispositive of any other charges now pending before any office of the Commission, or other lawsuits, if any, pending against Shaner or its parent or its parent's other subsidiaries, other than this lawsuit and the above-mentioned charge.

B. This Agreement will not be admissible in evidence in any proceeding except to enforce the provisions of this agreement. This Agreement will not be used as, and will not constitute, evidence that Shaner has violated Title VII. Shaner recognizes and supports the obligations of employers under Title VII. However, any future allegations that

Shaner has violated Title VII will not be alleged to be a violation of this Agreement.

III. PAYMENTS

A. Shaner agrees to pay a total of \$192,000 in settlement of claims for alleged nonpecuniary compensatory damages and \$5,000.00 in settlement of claims for alleged lost backpay to a class of former employees. The Commission has advised Shaner's counsel in writing of the names and mailing addresses of the individuals among whom the foregoing amounts will be allocated, and the percentage of the total allocated to each individual. The amount paid to each individual will be designated as in settlement of claims for alleged nonpecuniary compensatory damages and in settlement of claims for alleged lost backpay in the same ratio as set forth above.

B. Each former employee referred to in Subsection A of this Section has executed separate settlement documents with Shaner.

C. Within 45 days from entry of this Agreement, Defendant will send a cashier's check, attorney's check or bank check to each of the class members in the amount specified by the Commission pursuant to Subsection A of this Section, and will simultaneously send a copy of each check to:

Katharine W. Kores, Acting District Director
Equal Employment Opportunity Commission
1407 Union Avenue, Suite 621
Memphis, TN 38104

IV. NOT AN ADMISSION OF LIABILITY

This Agreement is in compromise settlement of disputed claims, the validity, existence, or occurrence of which are expressly denied by Shaner. This Agreement and the provisions of this Agreement do not constitute, and shall not in any way be construed as, an admission by Shaner of any violation of any federal law, or an admission that Shaner has acted wrongfully in any way

V. DISMISSAL OF LAWSUIT

Contemporaneously with the execution of this Agreement, counsel for the Plaintiff and Shaner will execute and cause to be filed with the Court a Stipulation and Order of Dismissal with Prejudice, stating that each party is to bear its own costs and attorneys' fees. Shaner's obligations under Section III of this Agreement will not attach until the Stipulation and Order have been signed by the parties' counsel and signed and entered by the Court.

VI. ENFORCEMENT PROVISION

The Court will retain jurisdiction of this case to enforce the provisions of the Settlement Agreement in the event of a breach.

IT IS SO ORDERED THIS 6th DAY OF January, 200~~2~~³.



SAMUEL H. MAYS, JR.
U. S. DISTRICT JUDGE

AGREED

FOR SHANER:



PETER K. HULBURT
Corporate Counsel
Shaner Hotel Group
1965 Waddle Road
State College, PA 16803

AGREED

FOR THE COMMISSION:

NICHOLAS M. INZEO
Acting Deputy General Counsel


GWENDOLYN Y. REAMS
Associate General Counsel



KATHARINE KORES
Regional Attorney
TN Bar No. 6283



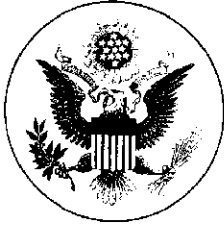
FAYE A. WILLIAMS
Supervisory Trial Attorney
TN Bar No. 011730



DEIDRE SMITH
Senior Trial Attorney
TN Bar No. 018499

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**

1407 Union Avenue, Suite 621
Memphis, Tennessee
(901) 544-0140



Notice of Distribution

This notice confirms a copy of the document docketed as number 11 in case 2:02-CV-02279 was distributed by fax, mail, or direct printing on January 8, 2003 to the parties listed.

Katharine W. Kores
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
1407 Union Avenue
Ste. 621
Memphis, TN 38104

Faye A. Williams
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
1407 Union Avenue
Ste. 621
Memphis, TN 38104

Deidre Smith
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
1407 Union Avenue
Ste. 621
Memphis, TN 38104

Gwendolyn Young Reams
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
1407 Union Avenue
Ste. 621
Memphis, TN 38104

Nicholas M. Inzeo
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
1407 Union Avenue
Ste. 621
Memphis, TN 38104

Cary Schwimmer
KIESEWETTER WISE KAPLAN SCHWIMMER & PRATHER
3725 Champion Hills Dr.
Ste. 3000
Memphis, TN 38125

Honorable Samuel Mays
US DISTRICT COURT