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U.S. DISTRICT COURT  
WESTERN DISTRICT  
OF LOUISIANA  
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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA  
SHREVEPORT DIVISION

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U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION	*	CIVIL ACTION NO.: 5:06CV1684
	*	
	*	
	*	JUDGE HICKS
VERSUS	*	
	*	
SUNRISE HOSPITALITY BC II, LLC d/b/a MICROTEL INNS & SUITES	*	MAGISTRATE HORNSBY

**CONSENT DECREE**

1. The United States Equal Employment Opportunity Commission ("the Commission") instituted Civil Action Number 5:06cv1684 in the United States District Court for the Western District of Louisiana, Shreveport Division, on September 28, 2006, charging Sunrise Hospitality BC II, L.L.C. d/b/a Microtel Inns & Suites ("Defendant") with violations of Section 703(a)(1) and (2) of Title VII of the Civil Rights Act of 1964, as amended; 42 U.S.C. Sections 2000e-2(a)(1) and (2); Section 704(a) of Title VII of the Civil Rights Act of 1964, as amended; and 42 U.S.C. Section 2000e-3(a), and alleging that the Defendant terminated Charging Party, Trenica S. Adams, and then refused to rehire her for a Front Desk position based on her race, Black. The suit also alleged that the Defendant failed to hire Blacks as a class for Front Desk positions.
2. Defendant filed a timely Answer and therein denied the allegations.
3. This Consent Decree ("Decree") resolves the Charge of Discrimination filed by Trenica S. Adams, Charge Number 270-2005-00249 and the lawsuit instituted by the Commission, Civil Action No. 5:06cv1684, United States District Court, Western District of Louisiana.

4. Defendant, Sunrise Hospitality BC II, L.L.C. d/b/a Microtel Inns & Suites has not admitted and specifically denies that it engaged in any unlawful employment practices; and

5. The parties stipulate to the jurisdiction of the Court and waive a hearing and the entry of findings of fact and conclusions of law; and

6. Sunrise Hospitality BC II, L.L.C. d/b/a Microtel Inns & Suites and the Commission have agreed to settle this matter for the relief specified in this Consent Decree; and

7. The Commission and Sunrise Hospitality BC II, L.L.C. d/b/a Microtel Inns & Suites wish to resolve all claims and controversies encompassed by or arising out of EEOC Charge No. 270-2005-00249 filed by Trenica S. Adams, EEOC Charge No. 270-2005-03312 filed by Miranda Mourning, EEOC Charge No. 270-2005-00122 filed by Dorothy Young, and all claims of Jeannette Monroe and any other similarly situated Blacks as alleged and encompassed by Civil Action No. 5:06cv1684 without burden, expense or delay of further litigation.

**Therefore, it is ORDERED, ADJUDGED AND DECREED that:**

8. The negotiation, execution and entry of this Consent Decree constitutes a complete resolution of all claims that were made or could have been made by the Commission against Sunrise Hospitality BC II, L.L.C. d/b/a Microtel Inns & Suites in this action, as well as all claims that could be asserted as a consequence of charges filed by Miranda Mourning and Dorothy Young, Charge Nos. 270-2005-03312 and 270-2005-

00122, respectively, and any claims of Jeannette Monroe, including those asserted in Suit No. 115,819 pending in the 26<sup>th</sup> Judicial District Court, Bossier Parish, Louisiana.

9. Neither the negotiation, execution, nor entry of this Consent Decree shall constitute an acknowledgment or admission of any kind by Sunrise Hospitality BC II, L.L.C. d/b/a Microtel Inns & Suites, that its officers, agents or employees have violated or have not been in compliance with Title VII or any other applicable law, regulation or order.

10. Sunrise Hospitality BC II, L.L.C. d/b/a Microtel Inns & Suites formerly engaged in the hotel management business in Shreveport, Louisiana. In February, 2005, all of the Defendant assets were sold to Daljeet S. Mann and Jagtar S. Otal of Modesto, California, pursuant to a document dated February 28, 2005, characterized as an "Asset Purchase Agreement."

11. If, during the three year length of this Decree, Sunrise Hospitality BC II, L.L.C. d/b/a Microtel Inns & Suites ("Sunrise"), or an entity deemed the legal successor of Sunrise Hospitality BC II, L.L.C. d/b/a Microtel Inns & Suites, commences operations in the State of Louisiana or anywhere within the United States, that entity will also be deemed a Defendant within the meaning of and subject to the terms of conditions this Decree. Therefore, when the word "Defendant" is utilized herein, it refers to Sunrise Hospitality BC II, L.L.C. d/b/a Microtel Inns & Suites, any legal successor corporation.

#### **PROHIBITION AGAINST RACIAL DISCRIMINATION**

12. Defendant, its directors, officers, agents, employees and successors or assigns shall not maintain or permit discrimination in the workplace against any applicant for

employment or employee based upon such person's race, and in particular will not permit any form of racial discrimination to be maintained in the workplace. Rather, Defendant will take prompt and remedial action to correct any race discrimination that may occur.

13. Defendant, its directors, officers, agents, employees and successors or assigns shall not maintain or permit race discrimination in the workplace against any applicant for employment or any employee, and will not permit any retaliatory action because the employee or applicant has exercised his or her federally protected right to make a complaint under Title VII. Defendant will not tolerate any retaliatory management decision.

14. Should it or a legal successor of Sunrise Hospitality BC II, L.L.C. d/b/a Microtel Inns & Suites commence operations within three years after entry of this Consent Decree, that event shall trigger enforceable responsibilities under this Decree. Those responsibilities are acknowledged by the Defendant, as extending to the Defendant, as well as a legal successor. Defendant acknowledges now that if a triggering event occurs, it agrees to a) immediately notify the EEOC's designated lead trial attorney, providing all necessary particulars to determine whether or not Defendant, or a putative successor is now subject to any of the terms of the Decree; b) to not take any legal action to disavow under responsibilities it may have under the terms of the Decree; and c) to take its immediate best efforts to implement and distribute to all employees and to enforce an effective written policy and procedure for preventing and investigating complaints of discrimination as well as those of retaliation in the workplace. Defendant, its successor and/or any of the principals will also ensure that the Defendant's Owners and Management staff, particularly its Managers and Supervisors, have received a copy of the

policy and procedures concerning race discrimination and will ensure that these policies contain the information detailed in paragraph 15 below. Further, Defendant or its legal successor will ensure that its staff, in particular its Managers and Supervisors have received training relative to these policies and their requirements to adhere to the prohibitions against race discrimination and retaliation as found in Title VII of the Civil Rights Act of 1964, as amended.

15. During the duration of this decree, if Defendant resumes operations in the State of Louisiana or anywhere within the United States, or if an entity deemed Defendant's legal successor commences operations in the State of Louisiana or anywhere within the United States, it shall maintain a complaint procedure that is designed to encourage employees to file internal complaints regarding race discrimination and retaliation regardless of the position held by the alleged harasser so long as those complaints are made in good faith. Defendant's complaint procedure (as well as that of the successor and/or principal(s)) shall provide the following: (i) simple, convenient, confidential and reliable mechanisms for reporting incidents of race discrimination and retaliation; (ii) prompt investigation of complaints of race discrimination and retaliation; (iii) appropriate remedial action to resolve the complaint and to deter future incidents of race discrimination and retaliation; (iv) assurances that complainants will not be subjected to intimidation, harassment and/or retaliation; and (v) assurances that the company deems it impermissible to take any form of adverse action against someone who makes a complaint of employment discrimination, so long as the person who makes the complaint does so in good faith; and (vi) the name and telephone number of EEOC's District or

Field Office in which the entity is doing business. Defendant shall report compliance under this section to the assigned trial attorney in the EEOC New Orleans Field Office.

16. Defendant agrees that it will consider all applicants for all positions, including the Front Desk Day Positions, without regard to the applicant's race for any business it operates. Also, Defendant agrees that it will not exclude from hire any Black employee or applicant for the Front Desk Day positions based on their race for any future businesses it may operate.

17. Defendant shall conspicuously post at its principal place of business, within (10) days of the entry of this Decree, a copy of a notice detailing Title VII's prohibitions against race discrimination, stating that employees who believe that they have been discriminated on the basis of race in violation of Title VII, or for participating in an investigation, or as a witness, are encouraged to contact the Equal Employment Opportunity Commission to seek information and/or file a charge of discrimination. A copy of the text of the language to be utilized in this notice is attached hereto and made a part hereof as Appendix A.

#### **INDIVIDUAL RELIEF**

18. Defendant shall pay to Trenica S. Adams, Miranda Mourning, Dorothy M. Young and Jeanette Monroe as a resolution of the claims and controversies as set forth in paragraph 7 above and pursuant to the mediation which occurred on November 6, 2006, a total sum of ONE HUNDRED FORTY THOUSAND AND NO/100 (140,000.00) DOLLARS which the individual claimants will allocate among themselves (the division of which shall be reported to the EEOC in a separate side letter) and which payment includes but is not limited to full payment of all claims for compensatory damages,

economic damages, front pay, back pay, emotional distress, liquidated damages, attorney fees, punitive damages, interest and cost which shall be paid within seven (7) days of signing of this Decree by the Defendant and Commission, or seven (7) days following execution of a Receipt, Release and Settlement Agreement, by Trenica S. Adams, Miranda Mourning, Dorothy M. Young and Jeanette Monroe, and delivery to defense counsel, whichever is later. Defendant or its counsel shall provide a copy of the check issued to Trenica S. Adams, Miranda Mourning, Dorothy M. Young and Jeanette Monroe, to the EEOC's New Orleans Field Office to the attention of Michelle T. Butler, Senior Trial Attorney, at the address of the EEOC: EEOC, New Orleans District Office, 1555 Poydras St., Suite 1900, New Orleans, Louisiana 70112.

#### **REPORTING REQUIREMENTS**

19. If Sunrise Hospitality BC II, L.L.C. d/b/a Microtel Inns & Suites, resumes operations, or if an entity deemed its legal successor commences operations in the State of Louisiana or anywhere within the United States, or one or more principals obtains a major stake in the resumed operations, as defined above, it shall notify the Commission within one month of resuming operations that it has resumed operations. Further, that entity shall prepare a report within six months of commencing operations, containing the following information:

- a. Information on the re-establishment of Sunrise Hospitality BC II, L.L.C. d/b/a Microtel Inns & Suites L.L.C. as an ongoing business entity AND/OR information on the establishment of a legal successor entity or a principal, including the date and location of the new business.
- b. Information on the filing of any internal complaints under the Complaint Procedure set forth in this Decree.

- c. Information on the training procedures established

### CONSENT DECREE ENFORCEMENT

20. In the event that Defendant fails to perform its obligations herein, Plaintiff EEOC (the "Commission") is empowered to enforce this Consent Decree through the applicable judicial enforcement procedures and to seek sanctions which may be due as a result of the need to enforce this Decree. Any attempt by the Defendant to recoup any part of money paid out to any party under this agreement and/or seek to appeal or otherwise undermine the terms of this Decree shall be a violation of this Decree and subject to appropriate sanctions by the court. This Decree shall remain in force for three (3) years from the date of the entry of the Decree.
21. Should any provision of this Decree be declared or be determined by any Court to illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid parts, term, or provision shall be deemed not to be a part of this Decree.
22. This Decree sets forth the entire agreement between the Commission and Defendant, and fully supersedes any and all prior agreements or understandings between the Commission and the Defendant pertaining to the subject matter herein.
23. The Commission and Defendant, Sunrise Hospitality BC II, L.L.C. d/b/a Microtel Inns & Suites, will each bear their own attorney's fees and costs incurred in connection with this litigation.

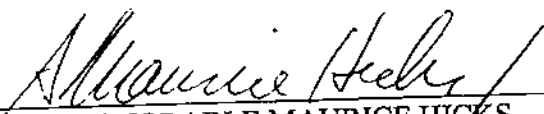


24. The signatories represent that they have authority to execute this agreement on behalf of their respective clients.

25. This agreement may be signed in counterparts.

IT IS SO ORDERED

Shreveport, Louisiana, this 27th day of March, 2007.


  
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THE HONORABLE MAURICE HICKS  
UNITED STATES DISTRICT COURT JUDGE

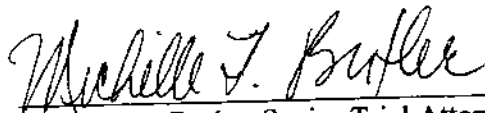
APPROVED AS TO FORM AND CONTENT:

FOR THE PLAINTIFF:

**EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**

1555 Poydras St., Suite 1900  
New Orleans LA 70112  
Telephone: (504) 595-2876  
Fax: (504) 589-2805

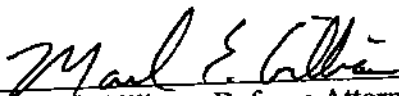
  
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James Sacher, Regional Attorney  
La. Bar Roll No. 14888

  
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Michelle T. Butler, Senior Trial Attorney  
La. Bar Roll No. 01286

FOR THE DEFENDANT:

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Mark E. Gilliam, Defense Attorney  
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