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Attorney for Intervener
Naimah N. Carmichael

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

EQUAL EMPLOYMENT OPPORTUNITY	:	
COMMISSION	:	
Plaintiff	:	
and	:	
	:	
KIMBERLY E. HICKS,	:	
NAIMAH N. CARMICHAEL, and	:	
JENNIFER HECKROTE	:	
	:	
Interveners	:	CIVIL ACTION NO.
	:	05-CV-6693
V.	:	
	:	
MAHARAJA HOSPITALITY, INC., D/B/A	:	
QUALITY INN BY CHOICE HOTELS	:	JURY TRIAL DEMANDED
	:	
Defendant	:	

COMPLAINT OF INTERVENER NAIMAH N. CARMICHAEL

Intervener Naimah N. Carmichael files this intervention complaint under Rule 24(a) of the Federal Rules of Civil Procedure as permitted under Section 706(f)(1) of Title VII of the Civil Rights Act of 1964 (as amended) (42 U.S.C. § 2000e, et seq.) ("Title VII"), and in support thereof alleges as follows:

1. Intervener Naimah N. Carmichael is an adult individual, residing at 433 Timberlake Road, Upper Darby, PA 19082, which is

within the Eastern District of Pennsylvania. Intervener Carmichael files this action to seek redress for Defendant's discrimination and retaliation in violation of Title VII of the Civil Rights Act of 1964 (as amended) (42 U.S.C. § 2000e, et seq.) ("Title VII") and the Pennsylvania Human Relations Act ("PHRA").

2. Defendant, Maharaja Hospitality, Inc. is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principle place of business at 61 W. King Street, Pottstown, PA 19464.

2.1. Defendant formerly did business as Travel Lodge at 61 W. King Street, Pottstown, PA 19464.

2.2. Defendant currently does business as Quality Inn of Pottstown at 61 W. King Street, Pottstown, PA 19464

3. At all times relevant, Defendant acted by and through its agents, servants and employees.

4. On information and belief, at all times relevant, Mr. Harcharan Singh was a principal and/or supervisory employee of Defendant.

JURISDICTION AND VENUE

5. Jurisdiction of this Court is invoked pursuant to 42 U.S.C. § 2000e, et seq. (as amended), 28 U.S.C. § 1331, 28 U.S.C. § 1343 as well as this Court's power to hear related state law claims under 28 U.S.C. § 1367.

6. At all times relevant, Defendant was an "employer" within the meaning of 42 U.S.C. § 2000e, et seq, 29 U.S.C. § 621, et

seq., and the Pennsylvania Human Relations Act.

7. Intervener Carmichael has duly complied with the requirements of Title VII (as amended), and the PHRA, and has performed any and all conditions precedent to the maintenance of this action.

7.1. Intervener Carmichael timely filed a charge of discrimination with the EEOC on or about August 30, 2004, alleging discrimination based on sex, and retaliation against her for engaging in protected conduct under Title VII and the PHRA.

7.2. Intervener Carmichael's charge was duly cross-filed with the PHRC.

7.3. Intervener Carmichael has timely filed this intervention complaint pursuant to Section 706(f) of Title VII.

8. Venue is proper under 28 U.S.C. § 1391(b), in that i) the Defendant resides within the Eastern District of Pennsylvania, ii) the events and/or omissions giving rise to Intervener Carmichael's claims occurred within the Eastern District of Pennsylvania, and iii) Intervener Carmichael resides within the Eastern District of Pennsylvania.

FACTS OF THE CASE

9. Ms. Carmichael was hired by Defendant's predecessor, Travel Lodge, as a Front Desk Clerk on or about November 25, 2002. Ms. Carmichael remained employed in this position until her constructive discharge on or about June 4, 2004.

10. Throughout the term of her employment with Defendant, Ms. Carmichael performed her work to the satisfaction of her employer.

Sexual Harassment

11. Beginning in or about May 2004, after defendant took over management of the hotel, and continuing through the date of her constructive discharge, Ms. Carmichael was subjected to discrimination on the basis of her sex. The discrimination was in the form of unwanted sexual harassment that included, without limitation, the following:

11.1. Mr. Harcharan Singh (hereinafter "Mr. H. Singh") would routinely block the way when Ms. Carmichael needed to move so that she would have to rub against him as she entered/exited the room.

11.2. Mr. H. Singh would not move aside to allow Ms. Carmichael to access the cash register, because he wanted her to reach across his lap when she would have to transact business.

11.3. On one occasion Mr. Singh asked Ms. Carmichael out for a drink and she declined.

11.4. Mr. H. Singh asked Ms. Carmichael what aged man she was interested in and whether she would be interested in him. Ms. Carmichael replied that she was not looking.

11.5. Mr. H. Singh asked Ms. Carmichael when she last had sex and told her that if it had been 2 or 3 months that was too long. Ms. Carmichael replied that it was not his business.

11.6. Mr. H. Singh asked Ms. Carmichael while she was applying Vaseline to her lips if she let anyone suck her lips while she was in bed.

11.7. Mr. H. Singh told Ms. Carmichael that he was so hungry he could eat her.

11.8. Mr. H. Singh told Ms. Carmichael that his mind was telling him to do one thing while his hands were telling him to do another.

12. At or about the same time as Ms. Carmichael was being subjected to the foregoing harassment, Ms. Carmichael was aware that Mr. H. Singh was subjecting the other female staff members to sexual harassment including, without limitation, the following:

12.1. Requesting only Jennifer, one of the female house keepers, to clean his room (Mr. Singh lived at the Travel Lodge);

12.2. Unbuttoning his shirt in front of co-worker Sonia;

12.3. Attempting to kiss co-worker Jennifer Heckrote in one of the hotel rooms she was cleaning during the week of April 20, 2004;

12.4. Approaching co-worker Jennifer Heckrote while she was cleaning one of the hotel rooms and begging her to let him taste her;

12.5. Asking co-worker Jennifer Heckrote if her boyfriend hurt her during sex;

12.6. Telling co-worker Jennifer Heckrote that he could be her boyfriend and that it was OK to cheat on her existing boyfriend;

12.7. Telling co-worker Jennifer Heckrote that everything is sexual in India (his country of origin), and telling her that he could take her there to show her how sexual everything is;

12.8. Asking co-worker Jennifer Heckrote to rub his shoulders because he needed a massage.

12.9. Mr. H. Singh would repeatedly come into the rooms that Ms. Kimberly Hicks was cleaning and tell her how sore his body was and how he needed someone to rub it.

12.10. Mr. H. Singh would follow Ms. Hicks (and other female employees) around to the bed rooms where she was cleaning and would sing to her "love me or leave me alone" with his hands in the air and leaning against the door of the hotel room.

12.11. Mr. H. Singh would walk close behind Ms. Hicks and say "Oh my gosh" while staring at her buttocks and rubbing his pants.

12.12. While Ms. Hicks would be bent over the bath tubs cleaning Mr. H. Singh would routinely come into the bathroom and watch Ms. Hicks while she cleaned.

12.13. Mr. H. Singh would routinely block the doorways to the rooms Ms. Hicks was assigned to clean and refuse to move out of the way when she wanted to enter/exit so that she would have to rub against him as she entered/exited the room.

12.14. Mr. H. Singh would repeatedly ask Ms. Hicks how her boyfriend made her feel and if he made her feel good.

12.15. Mr. H. Singh would repeatedly comment to Ms. Hicks about the condoms found in the hotel rooms after guests would leave and ask her "what do they do with all of those condoms?"

12.16. On one occasion when whipped cream was found in one of the hotel rooms after the guests departed, Mr. H. Singh repeatedly asked Ms. Hicks if she knew what the guests had been doing with strawberries and whipped cream. Ms. Hicks stated she did not know.

12.17. On one occasion when Ms. Hicks had developed a rash (apparently from cleaning fluids), Mr. H. Singh asked to see her hands. When she showed him her hands, he began to massage them. Ms. Hicks quickly withdrew her hands.

13. Ms. Carmichael was aware of Mr. H. Singh's conduct toward her co-workers as set forth above.

14. Ms. Carmichael and her co-workers had reported Mr. H. Singh's conduct to management, including, without limitation, immediate supervisor Ms. Sylvia Missimer, Defendant's General Manager, and owner/co-owner Kasouri Singh but Defendant failed to

take prompt or appropriate action to end the harassment.

15. On Friday June 4, 2004, Ms. Carmichael and her co-workers decided that they could no longer tolerate Mr. H. Singh's sexually harassing behavior, and went to the Pottstown Police Department to report the harassment. Ms. Missimer told Ms. Carmichael that Mr. H. Singh was just doing his job, and that she should "tell the girls to just ignore him because that's the way he is."

16. On June 4, 2004, Ms. Carmichael was forced to resign from her employment because she was no longer able to tolerate the sexual harassment.

COUNT I

(Discrimination in Violation of Title VII)

17. Intervener Carmichael incorporates herein by reference all of the allegations set forth in paragraphs 1 through 16 above.

18. Defendant discriminated against Ms. Carmichael with respect to the terms, conditions and privileges of employment on the basis of her sex, in violation of Title VII of the Civil Rights Act of 1964 (as amended).

19. Defendant also constructively discharged Ms. Carmichael without cause, on the basis of her sex, in violation of Title VII of the Civil Rights Act of 1964 (as amended).

20. The acts and omissions of Defendant as set forth above were

discriminatory, offensive, intimidating and unwelcome, created a hostile and offensive work environment, and imposed intolerable working conditions on Ms. Carmichael.

21. Defendant knew and/or should have known of the sexual harassment of Ms. Carmichael, and failed to take any prompt or effective action to remedy the retaliation, thereby furthering the harassment.

22. The sexual harassment of Ms. Carmichael was severe and pervasive, altered the terms, conditions and privileges of her employment, and created a hostile working environment, all in violation of Ms. Carmichael's civil rights.

23. As a result of the foregoing, Ms. Carmichael has suffered damages including, without limitation, embarrassment, humiliation, fear, mental anguish, emotional distress, loss of self esteem, lost wages and benefits, and financial hardship.

24. Defendant is liable to Ms. Carmichael for any and all lost wages and benefits, compensatory damages, reasonable attorneys fees and costs, and such other relief as this Court deems just and appropriate under 42 U.S.C. § 2000e, et seq., the Pennsylvania Human Relations Act and 42 U.S.C. § 1981a.

25. Additionally, Defendant acted willfully, intentionally, maliciously and/or with reckless indifference to Ms. Carmichael's rights in denying her equal employment opportunities and otherwise discriminating against her on the basis of her sex, and for such conduct, Defendant is liable to Ms. Carmichael for compensatory and punitive damages under 42 U.S.C. §1981a.

WHEREFORE, Intervener Naimah N. Carmichael, respectfully demands Judgment in her favor and against Defendant, Maharaja Hospitality, Inc., as follows:

1. Providing such relief as would place her in the position she would have been in absent Defendant's unlawful, discriminatory conduct, and making her whole;
2. Prohibiting Defendant from continuing to engage in discriminatory conduct in violation of Title VII;
3. Awarding her back pay, front pay, overtime, other lost wages and benefits, and compensatory damages in an amount in excess of \$150,000.00;
4. Awarding her punitive and/or liquidated damages in an amount appropriate to punish Defendant for its willful, deliberate, reckless and/or outrageous conduct, and to deter Defendant from similar civil rights violations in the future;
5. Awarding her attorneys fees, costs, pre-judgment interest, and post judgment interest; and,
6. Awarding such other legal and/or equitable relief as this Court deems just and appropriate.

COUNT II

(Discrimination in Violation of the PHRA)

26. Intervener Carmichael incorporates herein by reference all of the allegations set forth in paragraphs 1 through 25 above.

27. At all times relevant, Defendant was an "employer" within the meaning of 43 Pa.C.S.A. § 951, et seq.

28. Defendant discriminated against Ms. Carmichael with respect

to the terms, conditions and privileges of employment on the basis of her sex, in violation of the Pennsylvania Human Relations Act.

29. Defendant also discharged Ms. Carmichael without cause, on the basis of her sex, in violation of the Pennsylvania Human Relations Act.

30. As a result of Defendant's conduct, Ms. Carmichael is entitled to compensation for any and all lost wages and benefits, compensatory damages, pre and post judgment interest and costs.

WHEREFORE, Intervener Naimah N. Carmichael, respectfully demands Judgment in her favor and against Defendant, Maharaja Hospitality, Inc., as follows:

1. Providing such relief as would place her in the position she would have been in absent Defendant's unlawful, discriminatory conduct, and making her whole;
2. Prohibiting Defendant from continuing to engage in discriminatory and retaliatory conduct in violation of the PHRA.
3. Awarding her back pay, front pay, overtime, other lost wages and benefits, and compensatory damages in an amount in excess of \$150,000.00;
4. Awarding her attorneys fees, costs, pre-judgment interest, and post judgment interest; and,
5. Awarding such other legal and/or equitable relief as this Court deems just and appropriate.

COUNT III

(Unlawful Retaliation)

31. Intervener Carmichael incorporates herein by reference all of the allegations set forth in paragraphs 1 through 30 above.

32. Under Title VII and the PHRA, it is unlawful to discriminate against an employee because she has "opposed any practice made an unlawful employment practice" thereunder.

33. By addressing her concerns to management about the Defendant's discriminatory employment practices, and reporting the sexual harassment to the Pottstown Police, the Ms. Carmichael opposed unlawful discrimination.

34. Once Ms. Carmichael's opposition to Defendant's unlawful discrimination became known to Defendant, Defendant constructively terminated her employment.

35. The Defendant constructively terminated Ms. Carmichael's employment in retaliation for Ms. Carmichael's opposing unlawful discrimination and otherwise engaging in activity protected under Title VII and the PHRA, and the Defendant's alleged bases therefor were pretextual.

36. Defendant's unlawful conduct has violated and continues to violate Ms. Carmichael's civil rights as guaranteed by law.

37. Defendant's retaliatory acts were and continue to be willful and intentional.

38. Defendant has engaged in the above retaliatory acts with

malice, and/or with reckless indifference to Ms. Carmichael's rights.

39. As a result of the foregoing, Ms. Carmichael has suffered damages including, without limitation, embarrassment, humiliation, fear, mental anguish, emotional distress, loss of self esteem, illness, lost wages and benefits, and financial hardship.

40. Defendant is liable to Ms. Carmichael for any and all lost wages and benefits, compensatory damages, reasonable attorneys fees and costs, and such other relief as this Court deems just and appropriate under 42 U.S.C. § 2000e, et seq., and the Pennsylvania Human Relations Act.

WHEREFORE, Intervener Naimah N. Carmichael, respectfully demands Judgment in her favor and against Defendant as follows:

1. Providing such relief as would place her in the position she would have been in absent Defendant's unlawful, discriminatory and retaliatory conduct, and making her whole;
2. Prohibiting Defendant from continuing to engage in discriminatory and retaliatory conduct in violation of Title VII and the PHRA.
3. Awarding her back pay, front pay, overtime, other lost wages and benefits, and compensatory damages in an amount in excess of \$150,000.00;
4. Awarding her punitive damages in an amount appropriate to punish Defendant for its willful, deliberate, reckless and/or outrageous conduct, and to deter Defendant from similar civil rights violations in the future.
5. Awarding her attorneys fees, costs, pre-judgment interest, and post judgment interest; and,

6. Awarding such other legal and/or equitable relief as this Court deems just and appropriate.

HIRSCH & HIRSCH

Date: February 10, 2006 BY: _____

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QUALITY INN BY CHOICE HOTELS :

Defendant :

CIVIL ACTION NO.
05-CV-6693

JURY TRIAL DEMANDED

Certificate of Service

I hereby certify that on this date I served a true and correct copy of the foregoing Motion to Intervene upon the following via first class mail, postage prepaid:

Marisol Ramos, Esq.
EEOC
21 S. 5th Street
Suite 400
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Patrick M. McHugh, Esq.
8040 Roosevelt Boulevard, Suite 214
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Attorney for Maharaja Hospitality, Inc.

Date: February 10, 2006

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