

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

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	:	CASE NO. 03 - CV - 1429
	:	
	:	
Plaintiff	:	
	:	
v.	:	ASSIGNED TO: F. S. Van Antwerpen, J.
	:	
	:	
HORA, INC. d/b/a DAYS INN and MARSHALL MANAGEMENT, INC.	:	JURY TRIAL DEMANDED
	:	
	:	
Defendants	:	

COMPLAINT
OF INTERVENOR MANESSTA BEVERLY

Manessta Beverly, Plaintiff/Intervenor, by her attorney, Jana R. Barnett, alleges as follows:

I. INTRODUCTION

1. This is an action seeking redress for the discrimination based on sex (sexual harassment) and retaliation, in contravention of Title VII of the Civil Rights Act of 1964 and the Pennsylvania Human Relations Act.
2. Mrs. Beverly, a female citizen of the United States, seeks equitable and monetary relief for the Defendants' unlawful actions, including back pay and benefits, compensation for physical and emotional pain and suffering, reimbursement of medical expenses, costs, attorneys' fees, punitive damages, and all other relief to which she is entitled by Title VII and the Pennsylvania Human Relations Act.

II. JURISDICTION AND VENUE

3. This Court has jurisdiction over Plaintiff's Title VII claims pursuant to 28 U.S.C. §1331, and 42 U.S.C. §2000e *et seq.* (§706). This Court has jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. §1367 because the claims arising under the Pennsylvania Human Relations Act are so related to the claims arising under Title VII of the Civil Rights Act of 1964 that they form the same case or controversy.

4. Venue in this district is appropriate pursuant to 28 U.S.C. §1391(b). The unlawful acts and practices of the Defendant were committed by the Defendant in Berks County, Pennsylvania, which is within the Eastern District of Pennsylvania.

III. PARTIES

5. Plaintiff Manessta Beverly is an adult citizen of the Commonwealth of Pennsylvania who resides in Berks County, Pennsylvania. Her address is 413 Birch Street, Reading, PA 19604.
6. Defendant HORA, Inc. (“HORA”) is a Pennsylvania corporation with its principal place of business at 2295 Lancaster Pike, Shillington, Berks County, PA 19607. It employed Mrs. Beverly, and owns the Days Inn - Reading where Mrs. Beverly worked. It is an employer within the meaning of the Pennsylvania Human Relations Act.
7. Defendant Marshall Management, Inc. (“Marshall Management”) is a Maryland corporation which is registered with the Commonwealth of Pennsylvania. It entered into a contract with HORA to operate, and did operate, the Days Inn - Reading during the time that Mrs. Beverly worked there. Its principal address is 718 Naylor Mill Road, Salisbury, Maryland. It is an employer within the meaning of the Pennsylvania Human Relations Act.

IV. FACTUAL BACKGROUND

8. Mrs. Beverly began working as a night auditor for HORA, Inc. on or about June 27, 2002.
9. Mrs. Beverly was paid by HORA, Inc. and worked at the Days Inn - Reading.
10. Marshall Management operated the Days Inn - Reading during the period of time that Mrs. Beverly worked there. It employed the General Manager of the Days Inn - Reading, Darryl Carr.
11. Darryl Carr supervised Mrs. Beverly.
12. Marshall Management provided the employee handbook distributed to employees of the Days Inn - Reading, including Mrs. Beverly.
13. On June 29, 2002, Mrs. Beverly signed a sexual harassment form printed on Marshall Management’s stationery. Among other things, that form stated that,

- “Any employee who experiences what he/she believes to be an act of sexual harassment by another employee, should directly contact the General Manager.”
14. Mrs. Beverly was trained by many people, including but not limited to another night auditor named Nelson Garcia.
 15. Mr. Garcia had sexually harassed women since the time that he began working at Days Inn - Reading. Among other things, Mr. Garcia continually “hit” on the female who was training him, even though she told him that his advances were unwelcome and that she wanted him to stop, and even though she notified both HORA, Inc and Marshall Management of his unwelcome advances.
 16. Mr. Garcia grabbed the posterior of another female employee, and pretended to accidentally rub his groin against her. He also touched her breast.
 17. Mr. Garcia asked female employees to go out with him even though they told him that his attentions were unwelcome.
 18. Before Mrs. Beverly began working at Days Inn - Reading, both HORA and Marshall Management had been notified that Mr. Garcia sexually harassed female employees, and have given him at least one written warning for sexual harassment. The Defendants’ action against Mr. Garcia was not effective.
 19. When Mr. Garcia trained Mrs. Beverly, he rubbed her hand, put his hands around her waist, invaded her personal space by getting closer to her than was comfortable, and otherwise engaged in verbal or physical conduct of a sexual nature.
 20. Mrs. Beverly made it clear to Mr. Garcia that his conduct was unwelcome, but her persisted in sexually harassing her.
 21. As Mrs. Beverly became more assertive in resisting Mr. Garcia’s advances, M r. Garcia became more belligerent.
 22. Mrs. Beverly was satisfactorily performing her job, and was scheduled to work solo beginning on or about July 22, 2002.
 23. Mrs. Beverly was supposed to train a co-worker named Brian after she began working solo. Brain had begun began working as an auditor before Mrs. Beverly.
 24. On or about July 19, 2002, Mr. Garcia watched a sexually explicit television show on the set in the reception area. That show was visible to Mrs. Beverly where she worked. The show was offensive to her.

25. After Mr. Garcia forced Mrs. Beverly to see and/or hear the sexual television show, Mrs. Beverly wrote a letter to the President of HORA, Inc. which notified Mrs. Kautroulelis that Mr. Garcia had sexually harassed her.
26. Mrs. Beverly put the letter on Mrs. Kautroulelis' desk, and taped copies of the letter on the doors of the General Manager, Darryl Carr, and the administrative assistant.
27. After writing and delivering the letter, Mrs. Beverly called the General Manager to say that she could not stay at work any longer, and she went home.
28. Mrs. Beverly was scheduled to be off of work on July 21, 2002, but to return to work on July 22, 2002.
29. On July 22, 2002, Mrs. Beverly was informed that she could not return to work unless she first attended a meeting.
30. Although Mrs. Beverly had arranged babysitting for her regular shift, she was unable to arrange a babysitter for the time selected for the meeting and therefore did not work on July 22, 2002.
31. On July 23, 2002, Mrs. Beverly met with the President of HORA and the General Manager of Marshall Management.
32. During that meeting, Mrs. Kautroulelis had Mrs. Beverly's letter in front of her, and commented that Mrs. Beverly had made serious allegations.
33. Mrs. Beverly agreed that they were strong, and said that they were true.
34. Mrs. Beverly suggested that the General Manager sit down with Mr. Garcia, show him the allegations, and tell him that his conduct was unacceptable. However, Mr. Carr refused to do so.
35. Mr. Carr told Mrs. Beverly that there wasn't enough money in the budget to keep her as a night auditor.
36. Mr. Carr also said that there was no one to train Mrs. Beverly. Mrs. Beverly named many people other than Mr. Garcia who could train her.
37. Mr. Carr terminated Mrs. Beverly's employment.
38. Mr. Carr also told Mrs. Beverly that they weren't going to get rid of a two year employee for a one month employee.

39. Mrs. Kautroulelis did not object to his action, or the stated reasons for his action.
40. Mr. Garcia was scheduled to work overtime in order to replace Mrs. Beverly.
41. As a result of being fired, Mrs. Beverly lost wages and benefits, endured emotional pain and suffering, became deeper in debt, was forced to sell possessions, was forced to move, and was otherwise damaged.
42. On August 2, 2002, Mrs. Beverly signed a Charge of Discrimination against HORA, Inc. and Marshall Management, Inc. That charge was mailed to the Equal Employment Opportunity Commission. The EEOC assigned charge numbers 170A201984 and 170A201985 to Mrs. Beverly's charge, and cross-filed the charges with the Pennsylvania Human Relations Commission ("PHRC").
43. The PHRC assigned numbers 200203591 to the charge against HORA, Inc., and 200203562 to the charge against Marshall Management.
44. On or about March 6, 2003, the EEOC filed a complaint against both Defendants.
45. On September 4, 2003, the PHRC sent Mrs. Beverly a letter saying that it had been one year since she filed her complaint against HORA, Inc. with that agency, and that she had a right to file a complaint in court.
46. Also on September 4, 2003, the PHRC sent Mrs. Beverly a letter saying that it had been one year since she filed her complaint against Marshall Management with that agency, and that she had a right to file a complaint in court.
47. Mrs. Beverly received both of the PHRC's letters dated September 4, 2003 on Monday September 8, 2003.

VI. CLAIMS

FIRST COUNT

**(Violation of Title VII of the Civil Rights Act of 1964
by HORA and Marshall Management)**

48. Paragraphs 1 through 47 are incorporated by reference.
49. Mrs. Beverly was discriminated against on the basis of sex when she was sexually harassed by Mr. Garcia.

50. HORA and Marshall Management knew or should of known of Mr. Garcia's sexual harassment of female employees.
51. As a direct result of HORA's and Marshall Management's discriminating against Mrs. Beverly on the basis of her sex, Mrs. Beverly has suffered and continues to suffer harm, including but not limited to loss of income and loss of other employment benefits, front pay, medical expenses, physical suffering, humiliation, embarrassment, and damage to her reputation.

WHEREFORE Mrs. Beverly prays for compensatory damages (*e.g.*, pecuniary losses, physical and emotional pain, suffering, inconvenience, mental anguish, and other nonpecuniary losses), attorney's fees, costs, and such other and further relief as are permitted by law or equity.

SECOND COUNT

**(Violation of Title VII of the Civil Rights Act of 1964 (Retaliation)
against HORA, Inc. and Marshall Management)**

52. Paragraphs 1 through 47 are incorporated by reference.
53. HORA, Inc. and Marshall Management discriminated (retaliated) against Mrs. Beverly when they fired her for opposing practices forbidden by the Pennsylvania Human Relations Act (sexual harassment).
54. As a direct result of HORA, Inc.'s and Marshall Management's discriminating (retaliating) against Mrs. Beverly, Mrs. Beverly has suffered and continues to suffer harm, including but not limited to loss of income and loss of other employment benefits, front pay, medical expenses, physical suffering, humiliation, embarrassment, and damage to her reputation.

WHEREFORE Mrs. Beverly prays for compensatory damages (*e.g.*, pecuniary losses, physical and emotional pain, suffering, inconvenience, mental anguish, and other nonpecuniary losses), attorney's fees, costs, and such other and further relief as are permitted by law or equity.

THIRD COUNT

**(Violation of Pennsylvania Human Relations Act,
43 P.S. §951 *et seq.*, by HORA and Marshall Management)**

55. Paragraphs 1 through 47 are incorporated by reference.

56. Mrs. Beverly was discriminated against on the basis of sex when she was sexually harassed by Mr. Garcia.
57. HORA and Marshall Management knew or should of known of Mr. Garcia's sexual harassment of female employees.
58. As a direct result of HORA's and Marshall Management's discriminating against Mrs. Beverly on the basis of her sex, Mrs. Beverly has suffered and continues to suffer harm, including but not limited to loss of income and loss of other employment benefits, front pay, medical expenses, physical suffering, humiliation, embarrassment, and damage to her reputation.

WHEREFORE Mrs. Beverly prays for compensatory damages (*e.g.*, pecuniary losses, physical and emotional pain, suffering, inconvenience, mental anguish, and other nonpecuniary losses), attorney's fees, costs, and such other and further relief as are permitted by law or equity.

FOURTH COUNT

**(Violation of Pennsylvania Human Relations Act,
43 P.S. §951 *et seq.* against HORA, Inc. and Marshall Management)**

59. Paragraphs 1 through 47 are incorporated by reference.
60. HORA, Inc. and Marshall Management discriminated (retaliated) against Mrs. Beverly when they fired her for opposing practices forbidden by the Pennsylvania Human Relations Act (sexual harassment).
61. As a direct result of HORA, Inc.'s and Marshall Management's discriminating (retaliating) against Mrs. Beverly, Mrs. Beverly has suffered and continues to suffer harm, including but not limited to loss of income and loss of other employment benefits, front pay, medical expenses, physical suffering, humiliation, embarrassment, and damage to her reputation.

WHEREFORE Mrs. Beverly prays for compensatory damages (*e.g.*, pecuniary losses, physical and emotional pain, suffering, inconvenience, mental anguish, and other nonpecuniary

losses), attorney's fees, costs, and such other and further relief as are permitted by law or equity.

Jana R. Barnett, Esquire
Attorney for Plaintiff
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JURY TRIAL DEMAND

Mrs. Beverly demands a trial by jury as to all issues.

Jana R. Barnett, Esquire
Attorney for Plaintiff