

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

**EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,**

**Plaintiff,**

**v.**

**MAHARAJA HOSPITALITY, INC, d/b/a  
QUALITY INN BY CHOICE HOTELS,**

**Defendant.**

**Civil Action No. 05-cv-6693 (JG)**

**FILED**

AUG - 1 2007

MICHAEL E. KUNZ, Clerk  
By \_\_\_\_\_ Dep. Clerk

**CONSENT DECREE**

A. This action was instituted by the U.S. Equal Employment Opportunity Commission ("EEOC" and/or "the Commission") in 2004 against Defendant Maharaja Hospitality, Inc. ("Maharaja" and/or "Defendant") to enforce provisions of Title VII of the Civil Rights of 1964, as amended, 42 U.S.C. 5 2000(e) et seq. ("Title VII"). In its Complaint, the Commission alleged that several female employees were subjected to sexual harassment and were retaliated against for reporting same. Defendant alleged that the sexual harassment did not occur and denied all allegations in the Complaint.

B. This Consent Decree is entered into by and shall be final and binding between the EEOC, all Interveners and Maharaja, its directors, officers, agents, successors and assigns.

C. EEOC, Interveners, and Maharaja agree to the entry of this Consent Decree, which shall fully and finally resolve all claims raised in the Complaints in Civil Action No. 05-cv-6693 (JG).

D. This Consent Decree shall not constitute either an adjudication of or finding on the merits of the complaint and shall not be construed as an admission by Defendant of any violation of Title VII.

**Findings**

F. Having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings, record and stipulations of the parties, the Court finds:

(1) it has jurisdiction of the parties and subject matter jurisdiction of this action; and (2) the terms of this Decree are fair, reasonable, equitable and just, and adequately protect the rights of the parties, and the public interest. NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

Non-Discrimination and Non-Retaliation

1. All parties agree that C.A. 05-cv-6693 is dismissed with prejudice, subject to Paragraph 19 of this Decree.
2. This Court has jurisdiction over the parties and subject matter of this action.
3. Defendant will not harass any employee on the basis of sex in violation of Title VII.
4. Defendant will not engage in any employment practices which retaliate in any manner against any employee.
5. Should an inquiry be made by a prospective employer of one of the named individuals in this lawsuit, Defendant shall only divulge to any identifiable employer or potential employer limited information, including the start date, position title, final salary, and end date of employment, and indicate that such limited disclosure is part of its business practice.
6. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit the obligations of Defendant under Title VII or the EEOC's authority to process or litigate any charge of discrimination filed in the future against Defendant.

Monetary Relief

7. In full settlement of the claims raised on their behalf against Defendant in the EEOC's and Interveners Complaints, Maharaja agrees to pay the sum total of \$35,000, to be distributed to the identified claimants as indicated in Attachment A. Ms. Hicks, Ms. Carmichael and Ms. Heckrote will be required to execute a

Release, which will be forwarded by Defendant to their private attorney. Ms. Chestnut will be required to sign the attached Release (Attachment B) which will be forwarded by the Commission to Defendant, in order to receive the monetary payment, as specified in Attachment A.

8. Within fourteen (14) days after Maharaja of receipt of each executed Release, Defendant will make the monetary payment to the claimants. Defendant Maharaja will submit proof of payment by mailing a copy of each check issued in this matter to: Judith A. O'Boyle, Supervisory Trial Attorney, EEOC, Philadelphia District Office, 801 Market Street, Suite 1300, Philadelphia, PA 19107. Late payment of the checks will be subject to the accrual of interest on the unpaid amount, calculated pursuant to 28 U.S.C. 5 1961. The checks shall be made payable to Ms. Hicks, Ms. Heckrote and Ms. Carmichael respectively, and to their private attorney, Joseph A. Hirsch, Esq. Ms. Chestnut's check will be provided to the EEOC for delivery.

9. Defendant Maharaja agrees to issue a Form 1099 to each individual receiving proceeds from the settlement, which will be mailed promptly to the claimants through their attorney, Joseph Hirsch, Esq., for the 2007 tax year.

#### Posting of Notice

10. Within 20 business days after entry of this Decree, Defendant shall post at its Pottstown, Pennsylvania location at Maharaja Hospitality (doing business as Quality Inn), on its bulletin board, used by Defendant for communicating with employees, same-sized copies of the Notice attached as Attachment C to this Decree. The Notice shall remain posted for two (2) years from the date of entry of this Decree. Defendant shall forward a certification that the Notice has been posted and the date of posting, within 30 days after entry of this Decree to Judith A. O'Boyle, Supervisory Trial Attorney, EEOC, Philadelphia District Office, 801 Market Street, Suite 1300, Philadelphia, PA 19107.

11. If the posted copies become defaced, removed, marred or otherwise illegible, Defendant agrees to

post a readable copy in the same manner as heretofore specified.

Non-Discrimination and Anti-Harassment Policies and Complaint Procedures

12. Defendant agrees to draft a policy against discrimination, harassment and retaliation and complaint procedures, which shall be drafted in plain and simple language. Defendant shall ensure that its policy or policies against discrimination, harassment and retaliation and related complaint procedures meet the following minimum criteria:

(a) State that Defendant: (i) prohibits discrimination against employees on the basis of sex, and prohibits retaliation in violation of Title VII; (ii) prohibits retaliation against employees for opposing employment practices they reasonably believe are discriminatory or for participating in an investigation by the EEOC or a state or local governmental agency of a charge of discrimination under Title VII; (iii) prohibits any act, policy or practice that has the effect of harassing or intimidating any employee on the basis of sex, in violation of Title VII; and (iv) prohibits any act, policy or practice that has the effect of creating, facilitating or permitting the existence of a work environment that is hostile to employees through acts such as physical or verbal abuse and derogatory comments based on sex, in violation of Title VII;

(b) include a complaint procedure designed to encourage employees to come forward with complaints regarding violations of its policy or policies against discrimination, harassment and retaliation, which shall meet the following minimum criteria: (i) provide effective mechanism(s) for reporting incidents of discrimination, harassment and retaliation; (ii) provide that the complaints of discrimination, harassment and/or retaliation can be made either in writing or verbally; (iii) identify an employee or employees at Defendant's worksite(s), to whom an employee can make a complaint; (iv) encourage prompt reporting by employees; and (v) provide assurances that complainants shall not be subjected to retaliation;

(c) provide for prompt investigation of complaints of harassment and/or retaliation;

(d) provide for prompt communication to the complaining party of the results of the investigation

and any remedial actions taken or proposed; and

(e) provide for discipline up to and including discharge of an employee or supervisor who violates Defendant's policy or policies against discrimination, harassment and retaliation, and for increasingly severe discipline of repeat offenders.

13. Defendant shall distribute to all of its employees and newly-hired employees, its policy or policies against discrimination, harassment and retaliation within 45 days after entry of this Consent Decree.

14. Within 60 days after entry of this Consent Decree, Defendant shall advise Judith A. O'Boyle, Supervisory Trial Attorney, EEOC Philadelphia District Office, that its policy or policies against discrimination, harassment and retaliation have been distributed to current employees, including temporary employees, via paycheck enclosure and that new employees, including temporary employees, will receive these policies and an opportunity to acknowledge receipt. Defendant will retain copies of any acknowledgment of receipt form for an employee in the employee's personnel file.

#### Training

15. Defendant shall provide training on the requirements of Title VII as follows:

(a) Defendant agrees to provide a training session for managers and supervisors of employees at its Maharaja Hospitality facility away from its Pottstown, Pennsylvania premises. Defendant agrees to an initial a three-hour training by the EEOC, which will cost \$700. The training will cover employee rights and employer obligations under both Title VII, and relevant state or local anti-discrimination laws. The training will emphasize what constitutes unlawful harassment and discrimination in the workplace, how to keep the company free from such discrimination, what constitutes unlawful retaliation, and will summarize how to conduct a prompt and effective investigation into allegations, complaints or charges of discrimination;

(b) Defendant shall first provide training in accordance with Paragraph 15(a) within 90 calendar

days after entry of this Consent Decree.

#### Dispute Resolution

16. In the event either party to this Decree believes the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance within 20 days of the alleged non-compliance and afford the alleged non-complying party 20 business days to remedy the non-compliance or satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within 20 business days, the complaining party may apply to the Court for appropriate relief.

#### Miscellaneous Provisions

17. Each party to this Decree shall bear its own expenses, costs and attorneys' fees.

18. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, successors and assigns of Defendant in their capacities as representatives, agents, directors and officers of Defendant and not in their individual capacities. This paragraph shall not be construed as placing any limit on remedies available to the Court in the event any individual is found in contempt for a violation of this Decree. This Consent Decree shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 05-cv-6693.

19. This Consent Decree shall be filed in the United States District Court for the Eastern District of Pennsylvania and shall continue in effect for three (3) years. During this time, this Court shall retain jurisdiction over this matter and the parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be required to effectuate its purposes. Any application by any party to modify or vacate this Consent Decree during such period shall be made by motion to the Court on no less than 30 days' notice to the other party..

20. The Clerk of the District Court is hereby directed to send a file-stamped copy of this Consent Decree to counsel of record.

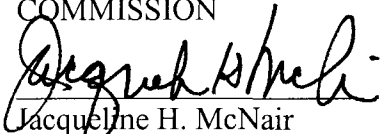
For Plaintiff EEOC:


For Defendant Maharaja Hospitality, Inc.:

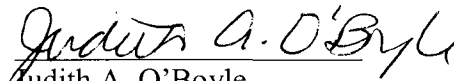
Ronald S. Cooper  
General Counsel

James L. Lee  
Deputy General Counsel

Gwendolyn Young Reams  
Associate General Counsel  
Wash., D.C.  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION


  
Jacqueline H. McNair  
Regional Attorney

  
Kuldip S. Kasuri  
President  
Maharaja Hospitality, Inc.

  
Judith A. O'Boyle  
Supervisory Trial Attorney  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
21 S. 5<sup>th</sup> Street, Suite 400  
Philadelphia, PA 19106  
(215) 440-2669

By the Court:

Date: 8/1/07

  
THE HONORABLE JUDGE JAMES T. GILES  
UNITED STATES DISTRICT JUDGE



## **ATTACHMENT A**

Distribution of monetary relief to the Claimants will be as follows:

<b>Naimah Carmichael</b>	<b>\$10,666.66</b>
<b>Jennifer Heckrote Levensgood</b>	<b>\$ 10,666.66</b>
<b>Kimberly Hicks</b>	<b>\$ 10,666.66</b>
<b>Monica Chestnut</b>	<b>\$ 3,000.00</b>

ATTACHMENT C

**NOTICE TO ALL MAHARAJA HOSPITALITY INC.  
EMPLOYEES**

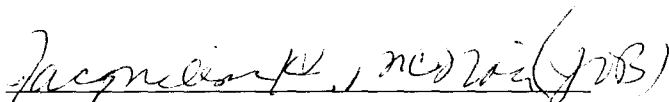
This Notice is posted pursuant to a resolution of a Complaint brought by the Equal Employment Opportunity Commission ("EEOC").


Title VII of the Civil Rights Act of 1964, 42 U.S.C. 5 2000e et seq., as amended ("Title VII"), prohibits discrimination against employees and applicants for employment based upon national origin, sex, race, color or religion. Title VII further prohibits retaliation against employees or applicants who avail themselves of their rights under Title VII by engaging in protected activities, such as filing a charge of discrimination and for testifying or participating in a Commission investigation. The EEOC is the federal agency which investigates charges of unlawful employment discrimination. The EEOC has the authority to bring lawsuits in federal court to enforce Title VII. The EEOC is charged with assuring compliance of all employers with Title VII.

Maharaja agreed that it will adhere to Title VII in all respects.

If you believe you have been discriminated against, you may contact the EEOC at (215) 440-2600. The EEOC charges no fees and has employees who speak languages other than English.

**THIS NOTICE MUST NOT BE DEFACED, ALTERED OR  
COVERED BY ANYONE. IT SHALL REMAIN POSTED UNTIL  
JULY 26, 2009.**

  
U.S. Equal Employment Opportunity  
Dated: July 26, 2007

  
Maharaja Hospitality, Inc.  
Dated: July 26, 2007