

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS**

**EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )  
)  
                                  **Plaintiff,** )  
)  
                                  **and** )  
)  
**BROOKE SONNTAG,** )  
)  
                                  **Plaintiff-Intervenor,** )  
)  
                                  **v.** )  
)  
**THORMAN & WRIGHT CORP., THORMAN )  
ENTERPRISES, INC., ELDON THORMAN )  
& ASSOCIATES, INC., THE ELDON )  
THORMAN FAMILY NO. 1 THROUGH )  
NO. 5 LIMITED PARTNERSHIPS, and )  
RED COACH INNS LTD., )  
)  
                                  **Defendants.** )****

**CIVIL ACTION NO.06-2412-JWL**

**CONSENT DECREE**

Plaintiff Equal Employment Opportunity Commission has instituted this action alleging that Defendants Thorman & Wright Corp., Thorman Enterprises, Inc., Eldon Thorman & Associates, Inc., The Eldon Thorman Family No. 1 through No. 5 Limited Partnerships, and Red Coach Inns Ltd. retaliated against Brooke Sonntag and discharged or constructively discharged her from employment because of her opposition to unlawful race discrimination and because of her pregnancy, both in violation of Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991. Plaintiff-Intervenor Brooke Sonntag has intervened in this action, joining in the Commission's allegations and also alleging a claim under 42 U.S.C. § 1981. For

purposes of settlement and compromise only, the parties have advised the Court that they wish to resolve the instant controversy without the expense, delay and burden of further litigation;

THEREFORE, it is the finding of this Court, made on the pleadings and on the record as a whole and upon agreement of the parties, that: (i) this Court has jurisdiction over the parties to and the subject matter of this action, (ii) the requirements of Title VII, Section 1981 and Kansas law will be carried out by the implementation of this Decree, (iii) this Decree is intended to and does resolve all matters in controversy in this lawsuit among the parties, and (iv) the terms of this Decree constitute a fair and equitable settlement of all issues in this lawsuit.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

**I. NON-DISCRIMINATION AND NON-RETALIATION**

1. In all matters arising from or relating to employment, Defendants and their officers, agents, employees, successors, and assigns, and all of those in active concert or participation with them, or any of them, shall not engage in any employment practice which unlawfully discriminates against an employee or applicant under Title VII of the Civil Rights Act of 1964.

2. Defendants, their officers, agents, employees, successors, assigns, and all those in active concert or participation with them, or any of them, shall not engage in reprisal or retaliation of any kind against any person because such person:

- a. opposed any practice made unlawful under Title VII;
- b. filed a charge of discrimination with the Commission or a state agency or testified or participated in any manner in any investigation, proceeding, or hearing under Title VII;

- c. requested and/or received relief in accordance with this Consent Decree;
- d. participated in any manner in this action or in the investigation giving rise to this action; or
- e. asserted any rights under this Consent Decree.

**II. MONETARY RELIEF**

3. Within fifteen (15) days after this Decree is approved by the Court, Defendants will forward to Amy L. Coopman a check made payable to her and to Brooke Sonntag jointly in the gross amount of Three Hundred Twenty Five Thousand Dollars (\$325,000.00) as compensation for damages.

**V. INJUNCTIVE RELIEF**

4. Within thirty (30) days of the entry of this Decree, owner Eldon Thorman shall transfer all of his ownership interest in any motels owned by any Defendants to a trust to be formed with Dustin Wright as the sole trustee. In the event Dustin Wright ceases to be the sole trustee for such trust, a new trustee other than Eldon or Viola Thorman will be appointed. Dustin Wright shall replace Eldon Thorman as an officer or board member for any Defendant owning or operating a motel or hotel.

5. Within thirty (30) days of entry of this Decree, Defendants will, at each motel and hotel property owned or operated by them, implement an anti-discrimination policy prohibiting discrimination on the basis of race, sex, or pregnancy in hiring, firing, work assignment, pay, evaluation, promotion or any other term or condition of employment; harassment or creation of a hostile work environment on any of these bases and retaliation against any employee who opposes any practice declared unlawful under Title VII, including filing a charge, giving

testimony or assistance, or participating in any investigation, proceeding or hearing under Title VII. Defendants will discipline, up to and including termination, any employee who fails to adhere to the anti-discrimination policy and will include adherence to the anti-discrimination policy in its evaluations of management personnel.

6. Within forty-five (45) days of entry of this Decree, Defendants will inform all employees in writing of the anti-discrimination policy, reporting procedures, and disciplinary procedures set forth in paragraph 5. Defendants will require each employee to sign a stipulation that the policy has been read and understood.

7. Within sixty (60) days of entry of this Decree, Defendants will provide a minimum of four (4) hours of EEOC-approved live anti-discrimination training for all managerial and supervisory employees. The training will include review of the employment policies described in paragraph 5 above, types of prohibited employment actions (including harassment by employees or non-employees and retaliation), consequences of engaging in prohibited employment actions, and what employees should do if they believe they have been subjected to prohibited employment actions. Similar live training will be provided annually thereafter. In addition, similar training (either live or videotape) will be provided for all new managerial and supervisory employees within seven (7) days of hire.

8. Within sixty (60) days of entry of this Decree, Defendants will provide all non-managerial and non-supervisory employees anti-discrimination training (either live or videotape). The training will include review of the employment policies described in paragraph 5 above, types of prohibited employment actions (including harassment by employees or non-employees and retaliation), consequences of engaging in prohibited employment actions, and what

employees should do if they believe they have been subjected to prohibited employment actions. Such training will last a minimum of 30 minutes. Similar training will be provided for all new non-managerial and non-supervisory employees within seven (7) days of hire. All non-managerial and non-supervisory employees will receive similar training at least once per year.

9. Within sixty (60) days of entry of this Decree, Defendants' owners will attend a minimum of 16 hours of EEOC-approved training on federal and state statutes prohibiting discrimination in employment, and will attend a minimum of 4 hours of EEOC-approved follow-up training annually thereafter.

10. Within six (6) months of entry of this Decree, owner Eldon Thorman will attend an EEOC-approved program regarding cultural sensitivity training or employment discrimination.

11. Within thirty (30) days of entry of this Decree, Defendants will eliminate from Brooke Sonntag's personnel records all information regarding her Charge of Discrimination or this lawsuit, and any negative information concerning Ms. Sonntag created after the termination of her employment. The EEOC, Ms. Sonntag, and her attorney will have the right to review her personnel file to determine if any improper information remains in the file.

12. Within thirty (30) days of entry of this Decree, Defendants' owners will issue a letter to Brooke Sonntag as set forth in Exhibit A. Neither Defendants nor any of their agents or assigns shall make any statement, public or private, in contradiction to any statement included in Exhibit A.

13. Within ninety (90) days of entry of this Decree, Defendants will obtain a contract with a reputable employment law specialist or consultant to assist with the creation of the

policies described in paragraph 5 above and to consult regarding employee hiring, discipline and termination decisions, investigation of discrimination complaints, and modifications to employment-related policies during the term of this decree.

**V. POSTING AND NOTICES**

14. Defendants will post and cause to remain posted the posters required to be displayed in the workplace by Commission Regulations, 29 C.F.R. § 1601.30.

15. Defendants will post and cause to remain posted copies of the notice attached as Exhibit B in locations publicly visible to all employees of its hotel and motel operations during the term of this Decree.

**VI. MONITORING AND REPORTING**

16. At any time during the term of this Decree, the Commission's Regional Attorney in its St. Louis District Office may request from the Defendants a report, including supporting documentation, regarding their continued compliance with any term of this Decree. Defendants will provide such reports, as requested, within a reasonable amount of time, not to exceed thirty (30) days after the request is made.

17. Upon reasonable, written notice to Defendants, the EEOC may conduct random interviews, file reviews and copy documents to monitor compliance with this Decree.

18. Within thirty (30) days after this Decree is approved by the Court, Defendants will forward to the Commission's Regional Attorney in its St. Louis District Office a copy of the check forwarded to Amy L. Coopman and Brooke Sonntag as described in paragraph 3 above.

19. Within sixty (60) days after this Decree is approved by the Court, Defendants will forward to the Commission's Regional Attorney in its St. Louis District Office a letter signed by

or on behalf of their owners stating that it has complied with the requirements of paragraphs 4, 5, 6, 7, 8, 9, 11, and 12 describing the manner and dates on which such compliance was effected.

20. Within one hundred ninety five (195) days after this Decree is approved by the Court, Defendants will forward to the Commission's Regional Attorney in its St. Louis District Office a letter signed by or on behalf of their owners stating that it has complied with the requirements of paragraphs 10 and 13 describing the manner and dates on which such compliance was effected.

21. During the term of this decree, on a semi-annual basis, Defendants with employees will prepare and submit to the Commission's Regional Attorney in its St. Louis District Office a list of all individuals who were terminated or laid off, whose position was restructured or eliminated, or who involuntarily resigned or retired during the previous six months. This list will include each individual's name; home address; home telephone number; date of separation; a brief description of the reason for separation; and the name of each person involved in the employment decision. If no individuals exist in these categories for the previous six months, Defendants will so inform the Commission's Regional Attorney in its St. Louis District Office.

22. During the term of this decree, on a quarterly basis, Defendants with employees will prepare and submit to the Commission's Regional Attorney in its St. Louis District Office a list of all individuals who have complained of or reported any discrimination in employment on the basis of race or pregnancy during that quarter. This list will include each individual's name; home address; home telephone number; nature of the individual's complaint; name of individual who received the complaint or report; date complaint or report was received; description of

Defendant's actions taken in response to the complaint or report, including the name of each manager or supervisor involved in those actions. If no individuals have complained of or reported any discrimination in employment on the basis of race or pregnancy during that quarter, Defendants will so inform the Commission's Regional Attorney in its St. Louis District Office.

## **VI. TERM AND EFFECT OF DECREE**

23. By entering into this Decree the parties do not intend to resolve any charges of discrimination currently pending before the Commission other than the charge that created the procedural foundation for the complaint in this case.

24. This Decree will be binding upon the parties hereto, their successors and assigns.

25. This Decree will be for a period of four (4) years. During the Decree's term the Court will retain jurisdiction of this cause for purposes of compliance.

26. Each party will bear its own costs.




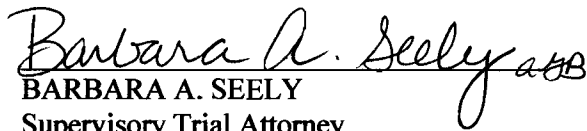
**BY CONSENT:**

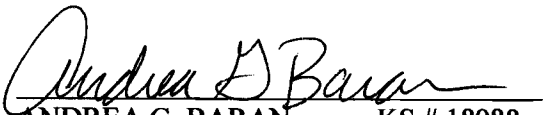
**FOR PLAINTIFF:**

RONALD S. COOPER  
General Counsel

GWENDOLYN YOUNG REAMS  
Associate General Counsel

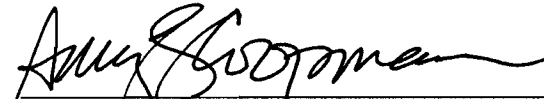
  
JEAN P. KAMP  
Regional Attorney

  
BARBARA A. SEELY  
Supervisory Trial Attorney  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
St. Louis District Office  
1222 Spruce St., Room 8.100  
St. Louis, MO 63103  
(314) 539-7914 (phone)  
(314) 539-7895 (fax)  
jean.kamp@eoc.gov (e-mail)  
barbara.seely@eoc.gov (e-mail)

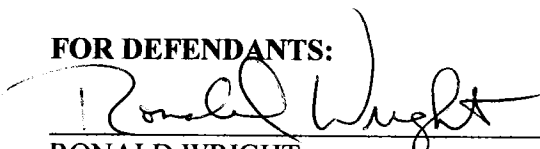
  
ANDREA G. BARAN      KS # 18988  
Senior Trial Attorney  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
Kansas City Area Office  
400 State Ave., Ste. 905  
Kansas City, KS 66101  
(913) 551-5848 (phone)  
(913) 551-6957 (fax)  
andrea.baran@eoc.gov (e-mail)

**FOR PLAINTIFF-INTERVENOR:**

  
BROOKE SONNTAG

  
AMY L. COOPMAN      KS #17314  
Foland, Wickens, Eisfelder, Roper  
& Hofer, P.C.  
911 Main, 30<sup>th</sup> Floor  
Kansas City, MO 64105  
tel.: 816-460-2886 (phone)  
fax: 816-472-6262 (fax)  
e-mail: acoopman@fwpcclaw.com

**FOR DEFENDANTS:**

  
RONALD WRIGHT

On behalf of Thorman & Wright Corp.

  
ELDON THORMAN

On behalf of:

- Thorman & Wright Corp.
- Red Coach Inns Ltd.
- The Eldon Thorman Family Limited Partnerships No. 1
- The Eldon Thorman Family Limited Partnerships No. 2
- Eldon Thorman & Associates, Inc.
- Thorman Enterprises, Inc. (Forfeited 1998)
- The Eldon Thorman Family Limited Partnerships No. 3 (Forfeited 2003)
- The Eldon Thorman Family Limited Partnerships No. 4 (Forfeited 1997)
- The Eldon Thorman Family Limited Partnerships No. 5 (Forfeited 2002)

  
DONALD E. BUCHER

KS #08988

ANDREA GOULD MCCARTHY KS#19201

Gould Thompson & Bucher P.C.

1441 E. 104<sup>th</sup> Street

Suite 100

Kansas City, MO 64131

tel.: 816-943-0010

fax: 816-943-0016

donbucher@gtb-law.com (e-mail)

andimccarthy@gtb-law.com (e-mail)

SO ORDERED:

August 17, 2007

Date

s/ John W. Lungstrum

UNITED STATES DISTRICT JUDGE

## **EXHIBIT A**

### **LETTER REGARDING BROOKE SONNTAG**

This letter confirms the employment of Brooke Sonntag by Thorman & Wright Corp. as the General Manager of the Best Western Meadow Acres in Topeka, Kansas. Ms. Sonntag held the General Manager position from June of 2002 to September of 2003. During her employment, Ms. Sonntag was paid a salary of \$26,000 plus a commission based on room rentals. Ms. Sonntag's duties as General Manager of Meadow Acres included sales responsibilities for which she was meeting the Company's expectations. It is against Company policy to comment further regarding any present or former employees.

## **EXHIBIT B**

### **NOTICE TO EMPLOYEES AND JOB APPLICANTS**

(on letterhead)

**This Notice is posted as part of a remedy agreed to pursuant to a Consent Decree entered in the case of *Equal Employment Opportunity Commission (EEOC) v. Thorman & Wright Corp., et al.*, Case No. 06-2412-KHV, on file in the United States District Court for the District of Kansas in Kansas City. The agreed remedy as set forth in the Consent Decree includes monetary relief; training regarding federal and state statutes prohibiting employment discrimination; notice of rights to employees and job applicants; reporting requirements; and an agreement by defendants to not discriminate on the basis of race or pregnancy in hiring, firing, work assignments, pay, promotion or other terms or conditions of employment.**

**Federal law prohibits discrimination against any employee because of race, national origin, color, religion, sex, disability or age (forty and over) with respect to hiring, promotion, firing, compensation, or other terms, conditions or privileges of employment. Federal law also prohibits retaliation against persons who complain of or oppose practices they believe are discriminatory on the basis of race, national origin, color, religion, sex, disability or age (forty and over), and it prohibits retaliation against persons who file charges with the EEOC, or who participate in or cooperate with an EEOC investigation.**

**The owners of this hotel or motel support and will comply with such federal law in all respects and will not take any action against employees because they have exercised their rights under the law. Specifically, the owners will not tolerate discrimination in employment, nor will it tolerate retaliation against any employee for exercising rights under law.**

**Employees or job applicants should feel free to report instances of discriminatory treatment to the owners at any time. Defendants have established policies and procedures to promptly investigate any such reports and to protect the person making the reports from retaliation, including retaliation by the person allegedly guilty of the discrimination. Individuals are also free to make complaints about employment discrimination to the Office of the Regional Attorney, United States Equal Employment Opportunity Commission, Kansas City Area Office, 400 State Avenue, Suite 905, Kansas City, KS 66101 (Attention: Andrea G. Baran, Senior Trial Attorney) or by telephone to (913) 551-5848 or e-mail to [andrea.baran@eeoc.gov](mailto:andrea.baran@eeoc.gov).**