

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

(1) EQUAL EMPLOYMENT)
OPPORTUNITY COMMISSION,)

Plaintiff,)

v.)

Case No. _____

(1) CONTINENTAL INN III, LLC;)

(2) CONTINENTAL INN, LLC; and)

(3) CONTINENTAL BLACKWELL)

II LLC;)

Defendants.)

JURY TRIAL DEMANDED

COMPLAINT

NATURE OF THE ACTION

This is an action under Title VII of the Civil Rights Act of 1964 (Title VII), as amended by the Pregnancy Discrimination Act of 1978, and Title I of the Civil Rights Act of 1991, to correct unlawful sex discrimination in employment and to provide appropriate relief to Charging Party, Taylor R. Wickham (formerly Buxton), who was adversely affected by such practices. As alleged with greater particularity below, Defendants Continental Inn III, LLC, Continental Inn, LLC, and Continental Blackwell II LLC, violated Title VII when they subjected Wickham to a hostile work environment because of her pregnancy, demoted her because of her pregnancy, and then discharged

her because of her pregnancy and in retaliation for her complaint of pregnancy discrimination.

JURISDICTION AND VENUE

1. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1343, and 1345. This action is authorized and instituted pursuant to Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-5(f)(1) and (3), and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

2. Venue is proper in this Court because the employment practices alleged to be unlawful were committed within the jurisdiction of the United States District Court for the Western District of Oklahoma.

PARTIES

3. Plaintiff, the Equal Employment Opportunity Commission (Commission), is the agency of the United States of America charged with the administration, interpretation, and enforcement of Title VII and is expressly authorized to bring this action by Sections 706(f)(1) and (3) of Title VII, 42 U.S.C. §§ 2000e-5(f)(1) and (3).

4. At all relevant times, Defendant Continental Inn III, LLC, an Oklahoma limited liability company, has continuously been doing business in Blackwell, Oklahoma, and has continuously employed at least 15 employees.

5. At all relevant times, Defendant Continental Inn, LLC, a Texas limited liability company, has continuously been doing business in Blackwell, Oklahoma, and has continuously employed at least 15 employees.

6. At all relevant times, Defendant Continental Blackwell II LLC, an Oklahoma limited liability company, has continuously been doing business in Blackwell, Oklahoma, and has continuously employed at least 15 employees.

7. At all relevant times, Defendants have operated as a single employer or integrated enterprise and share a clear identity of interest because they have interrelated operations, common management, centralized control of labor relations, and common ownership and financial control.

8. At all relevant times, Defendants have continuously been employers engaged in an industry affecting commerce under Sections 701(b), (g), and (h) of Title VII, 42 U.S.C. §§ 2000e(b), (g), and (h).

ADMINISTRATIVE PROCEDURES

9. More than thirty days prior to the institution of this lawsuit, Taylor R. Wickham (formerly Buxton) timely filed a charge of discrimination with the Commission alleging violations of Title VII by Defendants.

10. On March 25, 2026, the Commission issued to Defendants a Letter of Determination finding reasonable cause to believe that Title VII was violated and inviting Defendants to join with the Commission in informal

methods of conciliation to endeavor to eliminate the discriminatory practices and provide appropriate relief.

11. The Commission engaged in communications with Defendants to provide them the opportunity to remedy the discriminatory practices described in the Letter of Determination.

12. The Commission was unable to secure from Defendants a conciliation agreement acceptable to the Commission.

13. On or about June 18, 2026, the Commission issued a Notice of Failure of Conciliation to Defendants.

14. All conditions precedent to the institution of this lawsuit have been fulfilled.

STATEMENT OF FACTS

15. Defendants employed Wickham at a hotel located at 4545 W. White Avenue in Blackwell, Oklahoma from on or about October 24, 2023, until they discharged her on or about June 10, 2024.

16. Continental Inn III, a single member Oklahoma limited liability company owned by Senthilkumar Manoharan, which he incorporated on March 3, 2023, operated the hotel where Wickham worked for Defendants.

17. Manoharan owns and operates about a half dozen hotels in Oklahoma and Texas under the “Continental Inn” organizational umbrella, each as a single member LLC.

18. Among other entities, Manoharan also owns and operates Continental Inn, LLC, a Texas limited liability company that employs Continental Inn III's Operations Manager, Jamie Huerta.

19. Among other entities, Manoharan also owns and operates Continental Blackwell II LLC, an Oklahoma limited liability company that operates a hotel at 4530 W. White Avenue, Blackwell, Oklahoma 74631, which is across the street from the hotel where Wickham worked.

20. Huerta served as Operations Manager for all Continental Inn hotels in Oklahoma and Texas, including both hotels on White Avenue in Blackwell, Oklahoma.

21. Huerta reported directly to Manoharan.

22. Both Huerta and Manoharan were involved in employment decisions for employees of Continental Inn III during Wickham's employment, including hiring, firing, and disciplinary actions.

23. Both Huerta and Manoharan were responsible for ensuring compliance with, and investigating violations of, equal employment opportunity laws for Continental Inn III during Wickham's employment.

24. Huerta supervised Wickham during her employment with Defendants.

25. Defendants initially hired Wickham as Housekeeping / Laundry staff and promoted her to Front Desk within a week.

26. Wickham typically worked Monday through Friday from 8:00 a.m. to 3:00 p.m. in both positions.

27. In March 2024, Wickham told one of the hotel's managers that she was pregnant.

28. Wickham did not request any accommodations for her pregnancy, but she noted that her baby was due at end of September 2024.

29. In or around April 2024, Huerta started living at the hotel where Wickham was employed, and he continued living there through Wickham's termination.

30. In or around April 2024, Huerta discovered Wickham was pregnant during a meeting with the hotel's management team, including Manoharan.

31. Huerta asked why Wickham was working there while pregnant, and Manoharan commented that it was a liability for Wickham to work while pregnant.

32. Huerta also said that Wickham would need to quit in July 2024 before her due date in September 2024.

33. When hotel management informed Wickam of this plan, she opposed it and explained that she intended to work until her due date.

34. After Huerta found out Wickham was pregnant, he started harassing Wickham nearly every day she worked until her discharge.

35. For instance, Huerta told Wickham that she would not be allowed to work past July 2024 (when she would be in her third trimester), he expressed unfounded concerns about her ability to work while pregnant, and he repeatedly expressed hostility about pregnant women.

36. Huerta also followed Wickham around while she worked, questioned her about the food she ate while pregnant, claimed she needed to be at home instead of working because she was pregnant, and questioned whether Wickham's fiancé (now husband), the father of Wickham's unborn baby, was properly providing for her since she was working while pregnant.

37. Wickham did not welcome this harassment and was offended by it. She tried to avoid Huerta as much as possible, but it was often difficult because he lived on-site at the hotel.

38. Huerta continued to harass Wickham and tried to force Wickham to quit her job by changing her shift, demoting her, nitpicking her work performance, and cutting her hours.

39. In or around late May 2024, Huerta demoted Wickham from Front Desk to Housekeeping / Laundry.

40. Huerta told Wickham that she could no longer work her front desk shift from 8:00 a.m. to 3:00 p.m. and that she would be moved to a 3:00 p.m. to 11:00 p.m. shift.

41. Huerta knew the afternoon / evening shift would not work for Wickham because she had childcare responsibilities for her young daughter.

42. Although Wickham's pay rate stayed the same following her demotion, her Housekeeping / Laundry duties were significantly more strenuous and physically demanding than the Front Desk duties.

43. After her demotion, Huerta nitpicked Wickham's performance, was rude to her, continued to criticize her pregnancy, and told her that she needed to go home. Despite the constant harassment, Wickham kept working because she needed to earn money for her family and she was physically able to work.

44. On or about June 7, 2024, Wickham complained to Huerta that she felt like she was being discriminated against and harassed because of her pregnancy.

45. During the conversation, Wickham told Huerta, among other things, that Huerta was trying to get rid of her because she was pregnant; he was harassing her and trying to force her to quit; and he was acting like she was disabled and couldn't do her job when she could.

46. Huerta responded to Wickham's complaint by claiming that her pregnancy was a liability for the hotel, that he intended to force her to take leave about a month before her due date, and that he planned to cut her hours further and force her to take leave.

47. In response, Wickham told Huerta that she planned to work until she had her baby, reiterated that she was being discriminated against, and told Huerta that his plan for forced leave was against the law.

48. During the meeting, Huerta also falsely accused Wickham of only doing half of her work because she was pregnant.

49. Wickham was off work on or about June 8, 2024, and June 9, 2024, for her regularly-scheduled days off.

50. When Wickham returned to work on or about June 10, 2024, Huerta discharged her.

51. Defendants' stated reasons for Wickham's discharge were pretextual.

52. Upon information and belief, Defendants treated other similarly situated employees more favorably than Wickham.

53. Defendants discharged Wickham because of her sex (pregnancy) and protected complaints.

54. As a result of Defendants' actions, Wickham has suffered damages.

STATEMENT OF CLAIM

Count I – Hostile Work Environment (Sex - Pregnancy)

55. Plaintiff repeats, re-alleges, and incorporates by reference the allegations in the foregoing paragraphs of this Complaint into this Count.

56. In or around March 2024 through June 2024, Defendants engaged in an unlawful employment practice in violation of Section 703(a)(1) of Title VII, 42 U.S.C. § 2000e-2(a)(1), when they subjected Wickham to a hostile work environment because of her sex (pregnancy).

57. The effect of the unlawful employment practices described above has been to deprive Wickham of equal employment opportunities and otherwise adversely affect her status as an employee because of her sex (pregnancy).

58. Defendants intentionally engaged in these unlawful employment practices.

59. Defendants acted with malice or with reckless indifference to Wickham's federally protected rights.

60. Because of Defendants' conduct, Wickham suffered actual pecuniary and non-pecuniary damages, including but not limited to lost earnings and benefits, emotional distress, pain and suffering, anxiety, loss of enjoyment of life, humiliation, embarrassment, and inconvenience.

Count II – Demotion (Sex - Pregnancy)

61. Plaintiff repeats, re-alleges, and incorporates by reference the allegations in the foregoing paragraphs of this Complaint into this Count.

62. In or around May 2024 through June 2024, Defendants engaged in an unlawful employment practice in violation of Section 703(a)(1) of Title

VII, 42 U.S.C. § 2000e-2(a)(1), when they demoted Wickham because of her sex (pregnancy).

63. The effect of the unlawful employment practices described above has been to deprive Wickham of equal employment opportunities and otherwise adversely affect her status as an employee because of her sex (pregnancy).

64. Defendants intentionally engaged in these unlawful employment practices.

65. Defendants acted with malice or with reckless indifference to Wickham's federally protected rights.

66. Because of Defendants' conduct, Wickham suffered actual pecuniary and non-pecuniary damages, including but not limited to lost earnings and benefits, emotional distress, pain and suffering, anxiety, loss of enjoyment of life, humiliation, embarrassment, and inconvenience.

Count III – Discharge (Sex - Pregnancy)

67. Plaintiff repeats, re-alleges, and incorporates by reference the allegations in the foregoing paragraphs of this Complaint into this Count.

68. In or around June 2024, Defendants engaged in an unlawful employment practice in violation of Section 703(a)(1) of Title VII, 42 U.S.C. § 2000e-2(a)(1), when they discharged Wickham because of her sex (pregnancy).

69. The effect of the unlawful employment practices described above has been to deprive Wickham of equal employment opportunities and otherwise adversely affect her status as an employee because of her sex (pregnancy).

70. Defendants intentionally engaged in these unlawful employment practices.

71. Defendants acted with malice or with reckless indifference to Wickham's federally protected rights.

72. Because of Defendants' conduct, Wickham suffered actual pecuniary and non-pecuniary damages, including but not limited to lost earnings and benefits, emotional distress, pain and suffering, anxiety, loss of enjoyment of life, humiliation, embarrassment, and inconvenience.

Count IV – Discharge (Retaliation)

73. Plaintiff repeats, re-alleges, and incorporates by reference the allegations in the foregoing paragraphs of this Complaint into this Count.

74. In or around June 2024, Defendants engaged in an unlawful employment practice in violation of Section 704(a) of Title VII, 42 U.S.C. § 2000e-3(a), when they discharged Wickham because she opposed Defendants' unlawful employment practices.

75. The effect of the unlawful employment practices described above has been to deprive Wickham of equal employment opportunities and

otherwise adversely affect her status as an employee because of her protected activity.

76. Defendants intentionally engaged in this unlawful employment practice.

77. Defendants acted with malice or with reckless indifference to Wickham's federally protected rights.

78. Because of Defendants' conduct, Wickham suffered actual pecuniary and non-pecuniary damages, including but not limited to lost earnings and benefits, emotional distress, pain and suffering, anxiety, loss of enjoyment of life, humiliation, embarrassment, and inconvenience.

PRAYER FOR RELIEF

The Commission respectfully requests that the Court:

A. Grant a permanent injunction enjoining Defendants, their officers, agents, servants, employees, attorneys, assignees, and all persons in active concert or participation with them, from subjecting employees to a hostile work environment on the basis of sex (pregnancy).

B. Grant a permanent injunction enjoining Defendants, their officers, agents, servants, employees, attorneys, assignees, and all persons in active concert or participation with them, from engaging in any employment practice that discriminates on the basis of sex (pregnancy), including demoting or terminating employees on the basis of sex (pregnancy).

C. Grant a permanent injunction enjoining Defendants, their officers, agents, servants, employees, attorneys, assignees, and all persons in active concert or participation with them, from retaliating against employees who oppose employment practices made unlawful by Title VII.

D. Order Defendants to institute and carry out policies, practices, and programs that provide equal employment opportunities for women and pregnant employees, and which eradicate the effects of Defendants' past and present unlawful employment practices.

E. Order Defendants to make whole Taylor Wickham by providing appropriate backpay and lost benefits with prejudgment interest, in amounts to be determined at trial, and other affirmative relief necessary to eradicate the effects of its unlawful employment practices, including but not limited to rightful place reinstatement of Wickham.

F. Order Defendants to make whole Taylor Wickham by providing compensation for past and future pecuniary losses resulting from the unlawful employment practices described above in amounts to be determined at trial.

G. Order Defendants to make whole Taylor Wickham by providing compensation for past and future nonpecuniary losses resulting from the unlawful practices complained of above, including emotional pain and

suffering, humiliation, embarrassment, loss of self-esteem, anxiety, stress, and loss of enjoyment of life, in amounts to be determined at trial.

H. Order Defendants to pay punitive damages for its malicious and reckless conduct, as described above, in amounts to be determined at trial.

I. Grant such further relief as the Court deems necessary and proper in the public interest.

J. Award the Commission its costs of this action.

JURY TRIAL DEMAND

The Commission requests a jury trial on all questions of fact raised by its complaint.

Respectfully submitted,

**EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION**

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s/ Andrea G. Baran

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