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4 EQUAL EMPLOYMENT OPPORTUNITY
5 COMMISSION
6 San Francisco District Office
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11 Attorneys for Plaintiff

12 RICHARD R. GRAY - # 071030 (CA)
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20 Attorneys for Defendant

21 UNITED STATES DISTRICT COURT
22 EASTERN DISTRICT OF CALIFORNIA

23	EQUAL EMPLOYMENT OPPORTUNITY	}	NO. CIV. S-01-171 LKK JFM	
24	COMMISSION.			
25	Plaintiff,			
26	SIOELI SILAFU			SETTLEMENT AGREEMENT
27	Plaintiff-Intervenor,			
28	v.			
29	CON-WAY WESTERN EXPRESS,			
30	Defendant.			

31 **I. INTRODUCTION**

32 On January 25, 2001, Plaintiff Equal Employment Opportunity Commission ("EEOC" or
33 "Commission") filed this action pursuant to Title VII of the Civil Rights Act of 1964 ("Title
34 VII"), and Title I of the Civil Rights Act of 1991. The EEOC alleged that Defendant Con-Way
35 Western Express failed to provide reasonable religious accommodation for Mr. Sioeli Silafau,
36 and then retaliated against Mr. Silafau by first suspending and then terminating his employment
37 after he requested accommodation.

38 Con-Way Western Express answered the complaint and denied liability on all claims
39 asserted by the EEOC. Con-Way Western Express alleged that any and all conduct engaged in

1 by Defendant was for legitimate business reasons and not as a pretext for illegal actions. Con-
2 Way Western Express further alleged that it offered Sioeli Silafau a reasonable accommodation
3 for his religious beliefs, which Mr. Silafau voluntarily rejected. Con-Way Western Express
4 further alleged that the accommodation Mr. Silafau requested was not required under Title VII
5 because any and all conduct engaged in by Defendant was done pursuant to a bona fide seniority
6 system.

7 On April 12, 2001, the court granted Mr. Silafau plaintiff-intervenor status. Plaintiff-
8 Intervenor filed his complaint and Con-Way Western Express answered denying liability on all
9 claims asserted by the Plaintiff-Intervenor. Plaintiff-Intervenor and Con-Way Western Express
10 have reached a separate confidential agreement, to which the EEOC is not a party.

11 The EEOC and Con-Way Western Express wish to conclude fully and finally all claims
12 arising out of the above action without the expenditure of further resources and expenses in
13 contested litigation. They enter into this Settlement Agreement to further the objectives of equal
14 employment opportunity as set forth in Title VII.

14 **II. TERMS OF SETTLEMENT**

15 1. This Settlement Agreement is not an adjudication or finding on the merits of this case,
16 and this Agreement and compliance with this Agreement shall not be construed as an admission
17 of a violation of Title VII or any other law by Defendant.

18 2. This Settlement Agreement constitutes a full resolution of the EEOC's complaint in
19 Civil Action No. CIV. S-01-171 LKK JFM.

20 3. This Settlement Agreement is final and binding upon the Parties, their successors and
21 assigns.

22 4. The EEOC and Con-Way Western Express shall execute and file a Joint Stipulation
23 and Order of Dismissal With Prejudice of Civil Action No. CIV. S-01-171 LKK JFM.

24 5. The EEOC and Con-Way Western Express shall bear their own costs and attorney
25 fees.

26 6. Defendant, its officers, agents, management (including supervisory employees),
27 successors or assigns, and all those in active concert or participation with them, agree to continue
28 to refrain from engaging in any action with the purpose of retaliating against charging party
Sioeli Silafau because he requested religious accommodation, opposed any practice of religious
discrimination, filed a charge of discrimination alleging any such practice, or testified or

1 participated in any manner in any investigation, proceeding or hearing in connection with this
2 case.

3 7. In order to effectuate the objectives embodied in this Settlement Agreement, Con-Way
4 Western Express agrees to do the following:

5 A. Within sixty (60) days after the entry of the Stipulation & Order of Dismissal
6 with Prejudice of this action, Con-Way Western Express will include a statement of its policy
7 regarding religious accommodation in its personnel policies and procedures manual which will
8 indicate that, to the extent required by law, the company will reasonably accommodate an
9 employee's or applicant's bona fide religious beliefs and practices where accommodation can be
made without undue hardship on the conduct of the company's business.

10 B. Con-Way Western Express will identify the Religious Accommodation Policy,
11 as required under paragraph 7(A), above, in the next annual Equal Employment Opportunity
12 statement issued by the President of Con-Way Western Express.

13 C. Con-Way Western Express will present to all of its supervisory and
14 management employees in the Benicia, Sacramento and Santa Rosa facilities a mandatory equal
15 employment opportunity training, to include religious discrimination, reasonable accommodation
16 of religious beliefs and practices, and retaliation. These training programs shall be held within
17 ninety (90) days after the entry of the Stipulation & Order of Dismissal with Prejudice of this
action. The cost of the training sessions shall be borne by Con-Way Western Express.

18 The training described in the preceding paragraph shall be in-person training,
19 accompanied by materials prepared by persons experienced in Title VII. All persons attending
20 each training shall sign an acknowledgment of his or her attendance at the training, the date
21 thereof, and his or her position with the company.

22 8. Within ninety (90) days of the entry of the Stipulation & Order of Dismissal with
23 Prejudice of this action, Con-Way Western Express will send to the EEOC a copy of the section
24 of Con-Way Western Express.'s Personnel Policies and Procedures Manual which includes the
Religious Accommodation Policy in accordance with paragraph 7(A), above.

25 9. Within thirty (30) days after the conclusion of the training sessions agreed to in
26 paragraph 7(C), above, Con-Way Western Express shall provide to the EEOC a statement from
27 Human Resources Director Mr. James Fishpaw that the training sessions were presented, an
28 outline of the training sessions, the date of the training sessions, and the number of persons

1 trained.

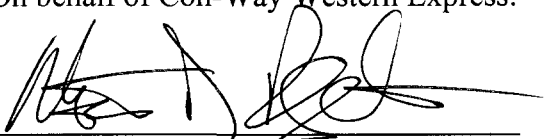
2 10. Any documents or information required to be submitted by Con-Way Western
3 Express to the EEOC under the terms of this Settlement Agreement shall be addressed to Cheri
4 L. Ho, Trial Attorney, EEOC, 901 Market Street, Suite 500, San Francisco, California 94103.

5 **III. RETENTION OF JURISDICTION IN FEDERAL COURT**

6 The parties agree that in the event of a material breach of the Settlement Agreement, any
7 party may elect to bring a breach of the settlement agreement action in the United States District
8 Court for the Eastern District of California to enforce the terms and conditions of the Settlement
9 Agreement. The parties further agree that upon completion of the provisions described in
10 paragraph 7, paragraph 8, and paragraph 9, the jurisdiction of the Court over this matter shall end.

11 On behalf of Con-Way Western Express:


12 Dated: September 19, 2001

13 
14 MATTHEW J. RUGGLES, Esq.
LITTLER MENDELSON


15 On behalf of Plaintiff:

16 GWENDOLYN YOUNG REAMS
17 Associate General Counsel
18 EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

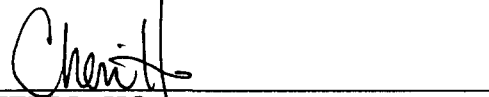
19 Dated: 9/17/01

20 
21 WILLIAM R. TAMAYO
Regional Attorney
22 EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

23 Dated: 9/17/01

24 
25 JONATHAN T. PECK
Supervisory Trial Attorney
26 EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

27 Dated: 9/17/01

28 
CHERI L. HO
Trial Attorney
EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

CERTIFICATE OF SERVICE

I am a citizen of the United States, employed in the County of San Francisco, over the age of 18 years, and not a party to this action. My business address is the office of the Equal Employment Opportunity Commission, San Francisco District Office, 901 Market Street, Suite 500, San Francisco, California 94103. On the date below, I arranged delivery of the parties'

• **Stipulation and Order of Dismissal with Prejudice**

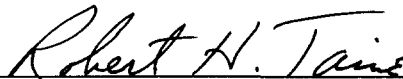
by first class mail to:

Matthew J. Ruggles, Esq.
Littler Mendelson
400 Capitol Mall, 16th Floor
Sacramento, CA 95814
Tel: 916-554-3030
Fax: 916-448-7741

Alan J. Reinach, Esq., Director
Public Affairs & Religious Liberty
Pacific Union Conference of Seventh-day Adventists
PO Box 5005
Thousand Oaks, CA 91359
Tel: 805-497-9457 x 398
Fax: 805-495-2644

I certify under penalty of perjury that the above is true and correct.

DATED: September 26, 2001



Robert Taine
Legal Technician

as

United States District Court
for the
Eastern District of California
October 2, 2001

* * CERTIFICATE OF SERVICE * *

2:01-cv-00171

Equal Employment

v.

Con-Way Western

I, the undersigned, hereby certify that I am an employee in the Office of the Clerk, U.S. District Court, Eastern District of California.

That on October 2, 2001, I SERVED a true and correct copy(ies) of the attached, by placing said copy(ies) in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the U.S. Mail, by placing said copy(ies) into an inter-office delivery receptacle located in the Clerk's office, or, pursuant to prior authorization by counsel, via facsimile.

Cheri Lynne Ho
Equal Employment Opportunity Commission
San Francisco District Office
901 Market Street
Suite 500
San Francisco, CA 94103

SJ/LKK

Matthew J Ruggles
Littler Mendelson
400 Capitol Mall
16th Floor
Sacramento, CA 95814-4410

Alan J Reinach
Seventh-day Adventist Church St Council
PO Box 5005
2686 Townsgate Road
Westlake Village, CA 91359

Jack L. Wagner, Clerk

BY: _____

