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EEOC v. Consolidated Freightways Corporation of Delaware

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EEOC v. Consolidated Freightways Corporation of Delaware

Keywords

EEOC, Consolidated Freightways Corporation, 4:02-00519-CV-W-DW-ECF, Consent decree, disparate treatment, Hostile work environment, subjected decision making, transportation, race, black, african-american, employment law, title VII

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

and

Gregory Stillman, et al.,

Plaintiff-Intervenors,

No. 4:02-00519-CV-W-DW- ECF

v.

CONSOLIDATED FREIGHTWAYS
CORPORATION OF DELAWARE,

Defendant.

CONSENT DECREE

Introduction

Plaintiff Equal Employment Opportunity Commission (“EEOC”) instituted this action alleging that Defendant Consolidated Freightways Corporation of Delaware (“Consolidated”) discriminated against Gregory Stillman and other African-American individuals by subjecting them to a work environment made hostile by racial intimidation, assaults, threats, and harassment from co-workers in violation of Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 (“Title VII”).

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, the record as a whole, and upon agreement of the parties, that: (i) the Court has jurisdiction over the parties to and the subject matter of this action, (ii) the requirements of Title VII 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 all 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. General Provision

1. This Decree is being entered with the consent of the parties for purposes of settlement and shall not constitute an adjudication on the merits of this lawsuit or be construed as an admission by Consolidated of any violation of Title VII, or any executive order, law, rule or regulation dealing with race discrimination or racial harassment in employment.

II. Relief for Aggrieved Persons

2. Consolidated agrees to pay Gregory Stillman and his attorney the total sum of Four Hundred Thousand Dollars (\$400,000.00), as and for full compensation for the claims made in the Complaint in this lawsuit, in exchange for which Mr. Stillman shall execute the attached release (Exhibit A). Mr. Stillman's claims in this lawsuit shall be treated as Class 4 Unsecured Claims under the Plan of Liquidation in In re Consolidated Freightways Corporation of Delaware, et al., Case No. RS-02-24284, now pending in the United States Bankruptcy Court for the Central District of California, Riverside Division (hereinafter "Consolidated Bankruptcy").

3. Consolidated agrees to pay Monica Moses and her attorney the total sum of Three

Hundred Fifty Thousand Dollars (\$350,000.00), as an for full compensation for the claims made in the Complaint in this lawsuit, in exchange for which Ms. Moses shall execute the attached release (Exhibit B). Ms. Moses's claims in this lawsuit shall be treated as Class 4 Unsecured Claims under the Plan of Liquidation in the Consolidated Bankruptcy.

4. Consolidated agrees to pay Rodney Boston and his attorney the total sum of Two Hundred Thousand Dollars (\$200,000.00), as an for full compensation for the claims made in the Complaint in this lawsuit, in exchange for which Mr. Boston shall execute the attached release (Exhibit C). Mr. Boston's claims in this lawsuit shall be treated as Class 4 Unsecured Claims under the Plan of Liquidation in the Consolidated Bankruptcy.

5. Consolidated agrees to pay K.C. Davis and his attorney the total sum of Two Hundred Thousand Dollars (\$200,000.00), as an for full compensation for the claims made in the Complaint in this lawsuit, in exchange for which Mr. Davis shall execute the attached release (Exhibit D). Mr. Davis's claims in this lawsuit shall be treated as Class 4 Unsecured Claims under the Plan of Liquidation in the Consolidated Bankruptcy.

6. Consolidated agrees to pay Leo Grant, Jr. and his attorney the total sum of Two Hundred Thousand Dollars (\$200,000.00), as an for full compensation for the claims made in the Complaint in this lawsuit, in exchange for which Mr. Grant shall execute the attached release (Exhibit E). Mr. Grant's claims in this lawsuit shall be treated as Class 4 Unsecured Claims under the Plan of Liquidation in the Consolidated Bankruptcy.

7. Consolidated agrees to pay James Lindsey and his attorney the total sum of Two Hundred Thousand Dollars (\$200,000.00), as an for full compensation for the claims made in the Complaint in this lawsuit, in exchange for which Mr. Lindsey shall execute the attached release

(Exhibit F). Mr. Lindsey's claims in this lawsuit shall be treated as Class 4 Unsecured Claims under the Plan of Liquidation in the Consolidated Bankruptcy.

8. Consolidated agrees to pay Ray Charles McKelvy and his attorney the total sum of

Two Hundred Thousand Dollars (\$200,000.00), as an for full compensation for the claims made in the Complaint in this lawsuit, in exchange for which Mr. McKelvy shall execute the attached release (Exhibit G). Mr. McKelvy's claims in this lawsuit shall be treated as Class 4 Unsecured Claims under the Plan of Liquidation in the Consolidated Bankruptcy.

9. Consolidated agrees to pay Ross Newsome and his attorney the total sum of Two Hundred Thousand Dollars (\$200,000.00), as an for full compensation for the claims made in the Complaint in this lawsuit, in exchange for which Mr. Newsome shall execute the attached release (Exhibit H). Mr. Newsome's claims in this lawsuit shall be treated as Class 4 Unsecured Claims under the Plan of Liquidation in the Consolidated Bankruptcy.

10. Consolidated agrees to pay Steven Wallace Reese and his attorney the total sum of

Two Hundred Thousand Dollars (\$200,000.00), as an for full compensation for the claims made in the Complaint in this lawsuit, in exchange for which Mr. Reese shall execute the attached release (Exhibit I). Mr. Reese's claims in this lawsuit shall be treated as Class 4 Unsecured Claims under the Plan of Liquidation in the Consolidated Bankruptcy.

11. Consolidated agrees to pay Sammie Rimpson and his attorney the total sum of Two Hundred Thousand Dollars (\$200,000.00), as an for full compensation for the claims made in the Complaint in this lawsuit, in exchange for which Mr. Rimpson shall execute the attached

release (Exhibit J). Mr. Rimpson's claims in this lawsuit shall be treated as Class 4 Unsecured Claims under the Plan of Liquidation in the Consolidated Bankruptcy.

12. Consolidated agrees to pay Grover Spearman and his attorney the total sum of Two Hundred Thousand Dollars (\$200,000.00), as an for full compensation for the claims made in the Complaint in this lawsuit, in exchange for which Mr. Spearman shall execute the attached release (Exhibit K). Mr. Spearman's claims in this lawsuit shall be treated as Class 4 Unsecured Claims under the Plan of Liquidation in the Consolidated Bankruptcy.

13. Consolidated agrees to pay Terry Gregory and his attorney the total sum of Two Hundred Thousand Dollars (\$200,000.00), as an for full compensation for the claims made in the Complaint in this lawsuit, in exchange for which Mr. Gregory shall execute the attached release (Exhibit L). Mr. Gregory's claims in this lawsuit shall be treated as Class 4 Unsecured Claims under the Plan of Liquidation in the Consolidated Bankruptcy.

14. The EEOC agrees to withdraw its claim in the Consolidated Bankruptcy.

III. Reporting

15. Within thirty (30) days of any payment being made to Mr. Stillman, Ms. Moses, Mr. Boston, Mr. Davis, Mr. Grant, Mr. Lindsey, Mr. McKelvy, Mr. Newsome, Mr. Reese, Mr. Rimpson, Mr. Spearman, Mr. Gregory and their attorneys under the Plan of Liquidation in the Consolidated Bankruptcy as required by paragraphs 2-13 above, proof of payment shall be mailed to Anne E. Gusewelle, Senior Trial Attorney, at the Kansas City Area Office of the EEOC, Gateway Tower II, 4th and State Avenue, 9th Floor, Kansas City, KS 66101.

IV. Effect of Decree

16. By entering into this Decree the parties do not intend to resolve any charges of

discrimination other than the charges filed by Mr. Stillman, Ms. Moses, Mr. Boston, Mr. Davis, Mr. Grant, Mr. Lindsey, Mr. McKelvy, Mr. Newsome, Mr. Reese, Mr. Rimpson, Mr. Spearman, and Mr. Gregory, which form the procedural basis of this lawsuit.

17. The parties shall bear their own costs.

IV. Effect of Decree

16. By entering into this Decree the parties do not intend to resolve any charges of discrimination other than the charges filed by Mr. Stillman, Ms. Moses, Mr. Boston, Mr. Davis, Mr. Grant, Mr. Lindsey, Mr. McKelvy, Mr. Newsome, Mr. Reese, Mr. Rimpson, Mr. Spearman, and Mr. Gregory, which form the procedural basis of this lawsuit.

17. The parties shall bear their own costs and attorneys' fees.

DATE: January 21, 2005

/s/ DEAN WHIPPLE
UNITED STATES DISTRICT JUDGE

BY CONSENT:

FOR PLAINTIFF EEOC:

FOR PLAINTIFF GREGORY STILLMAN

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