

B. UNCONTESTED ISSUES OF FACT

1. Defendant Star Transport has admitted. that it is liable under federal law to Mr. Bushale and Mr. Mohamed for such compensatory damages as either of them may prove resulted from the termination of their employment because they refused to transport alcohol due to their religious beliefs.
 2. The Plaintiff, the United States Equal Employment Opportunity Commission (“EEOC”), is an agency of the United States Government that is responsible for the enforcement of the Title VII of the Civil Rights Act, and is authorized to bring this action.
 3. The Defendant, Star Transport, Inc. (“Star Transport”), is an Illinois corporation, and at all relevant times was a corporation doing business in the Central District of Illinois.
 4. At all relevant times, Star Transport was an employer within the meaning of Title VII.
 5. At all relevant times, Mr. Mohamed and Mr. Bulshale were employees of Star Transport within the meaning of Title VII.
 6. In at least 20 calendar weeks in the year 2008, Star Transport had more than 500 employees.
 7. In 2009, Star Transport had 1,150 employees.
 8. All conditions precedent to the filing of this suit have been fulfilled.
 9. Mahad Abass Mohamed legally changed his name from Mahad Abdi Aden on April 19, 2011 when he became a naturalized citizen of the United States.
 10. Abdikarim Hassen Bulshale legally changed his name from Abdikarim Abdallah Ismail in 2010 when he became a naturalized citizen of the United States.
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11. On September 8, 2009, Mahad Mohamed filed a Charge of Discrimination with the EEOC alleging that Star Transport was discriminating against him on the basis of his religion.
12. On October 2, 2009, Abdikarim Bulshale filed a Charge of Discrimination with the EEOC alleging that Star Transport was discriminating against him on the basis of his religion.
13. Mr. Mohamed is a Muslim. He studied the Koran in Kenya for seven years.
14. Mr. Mohamed lived as a Somali refugee in Kenya for twelve (12) years before being resettled to the United States in 2006.
15. Mr. Bulshale is a Muslim. He studied the Koran in Somalia.
16. Mr. Bulshale spent seven (7) years in an Ugandan refugee camp before being resettled to the United States in 2001.
17. Mr. Mohamed's religious beliefs prohibit him from transporting alcohol.
18. Mr. Bulshale's religious beliefs prohibit him from transporting alcohol.
19. Mr. Mohamed started working for Star Transport on April 28, 2009.
20. Mr. Bulshale started working for Star Transport on January 15, 2008
21. Mr. Mohamed informed Star Transport of his religious prohibition against transporting alcohol when he refused to transport a load containing beer on July 28, 2009.
22. Mr. Bulshale informed Star Transport of his religious prohibition against transporting alcohol when he refused to transport a load containing beer on August 8, 2009.
23. Star Transport understood that when Mr. Bulshale and Mr. Mohamed informed the company of their prohibition against transporting alcohol, that they were communicating their need for a religious accommodation.

24. Star Transport could have accommodated Mr. Mohamed's and Mr. Bulshale's religious prohibition against transporting alcohol.
25. Star Transport's application of its "forced dispatch" policy was the stated reason for Mr. Mohamed and Mr. Bulshale's termination.
26. Star Transport's "forced dispatch" policy is only mentioned once in its employee handbook.
27. Employees who violated Star Transport's "forced dispatch" policy could be subject to the company's progressive discipline policy.
28. No other drivers were discharged for violating Star Transport's "forced dispatch" policy in the 12 months before Mr. Mohamed's termination.
29. Mr. Mohamed was not terminated based on the costs associated with his failure to deliver alcohol.
30. Star Transport terminated Mr. Bulshale and Mr. Mohamed on August 11, 2009.
31. The recommendations to terminate Mr. Bulshale and Mr. Mohamed were made on August 11, 2009.
32. Mr. Mohamed and Mr. Bulshale had not been disciplined by Star Transport for any reason prior to their refusal to transport alcohol for religious reasons.
33. Star Transport terminated Mr. Mohamed because he "refused beer [load] due to religious convictions."
34. Previous job performance, attendance and/or low production were not factors in Mr. Mohamed's termination.
35. Star Transport has not conducted any investigation into the cost associated with Mr. Mohamed's or Mr. Bulshale's failure to transport alcohol.

36. Prior to their terminations, and after they notified Star Transport of their religious prohibition against transporting alcohol, Star Transport made no effort to discuss with Mr. Mohamed or Mr. Bulshale accommodations for their religious beliefs.
37. Star Transport has no written policy allowing employees to request reasonable accommodations for their religious practices.
38. Star Transport employs a progressive discipline policy for actions by employees that have a negative effect on safety or productivity. The progression is as follows: 1st offense is a verbal reprimand, 2nd offense is a written reprimand and possible suspension, 3rd offense release from employment.
39. Prior to Mr. Mohamed's and Mr. Bulshale's terminations, Star Transport did not inform them that they would be terminated for refusing the load containing alcohol.
40. Miller Brewing Company was Star Transport's only client that required the transportation of alcohol.
41. Star Transport has no evidence of any costs or fines levied against it by Miller Brewing Company for Mr. Mohamed or Mr. Bulshale refusing to transport the beer loads.
42. Star Transport's computer system allows it to attach notes to a driver's code that would alert the dispatcher to any restrictions or accommodations needed for the driver.
43. In 2007, Star Transport carried 66,130 total loads, of which it could not identify a single load containing alcohol. In 2008, Star Transport carried 61,138 total loads, of which only one (1) contained alcohol. In 2009, Star Transport carried 15,636 loads, of which only 474 contained alcohol.
44. It took 2.25 hours for a replacement driver to arrive at Miller Brewing Company to carry the load originally assigned to Mr. Mohamed. It took 3.25 hours for a replacement driver

- to arrive at Miller Brewing Company to carry the load originally assigned to Mr. Bulshale.
45. In December 2008 or January 2009, Edward Briggs became Star Transport's Human Resources Manager.
 46. Mr. Briggs received no training before or after becoming the Human Resources Manager.
 47. As Human Resources Manager, Mr. Briggs received no training from Star Transport on antidiscrimination laws.
 48. Mr. Briggs, Star Transport's Human Resources Manager at the time of Mr. Mohamed and Mr. Bulshale's terminations, was not aware of any exceptions to Star Transport's "at will" employment policy, nor had he ever heard of Title VII of the Civil Rights Act.
 49. Mr. Briggs "didn't have an understanding" of the company's obligation to accommodate an employee's religious beliefs, and he never researched the matter.
 50. Mr. Briggs never provided a religious accommodation during his tenure as Human Resources director.
 51. Gene Ozella was Star Transport's personnel manager from 2008 to 2011. As personnel manager Mr. Ozella received no training from Star Transport on antidiscrimination laws.
 52. Gene Ozella recommended to Mr. Briggs that Mr. Mohamed and Mr. Bulshale be terminated.
 53. Star Transport did not consider it a violation of the "forced dispatch" policy if, after a load had been assigned, a driver fell ill or had a medical condition preventing him/her from completing the assigned load.
 54. Star Transport did not consider it a violation of the "forced dispatch" policy if, after a load had been assigned, a driver could not deliver a load because of Department of

Transport regulations.

55. Exceptions to the “forced dispatch” policy included the following: family emergency, illness, sickness, illness or sickness in the family, and bereavement.
56. Star Transport has innovative software and designated dispatchers that allow it to find replacement drivers.
57. Star Transport did not investigate the allegations of discrimination and termination of Mr. Mohamed.
58. Gene Ozella and Edward Briggs had the authority to accommodate Mr. Mohamed and Mr. Bulshale.
59. There were occasions where employees violated the “forced dispatch” policy and they were not terminated.
60. Star Transport has no written policy explaining any possible exceptions to the company’s “forced dispatch” policy.
61. Star Transport continued to assign Mr. Mohamed loads between the date that he refused the beer load, July 28, 2009, and the date of his termination, August 11, 2009.
62. Star Transport “was always swapping” loads between drivers, sometimes with no notice. Such swaps would happen on a daily basis.
63. If a driver is unable to deliver a load for religious reasons, they should first contact their dispatcher to notify him/her of the situation.
64. Both Mr. Bulshale and Mr. Mohamed called their dispatcher when they found out that they were assigned a load containing alcohol.
65. It took Mr. Bulshale one month to find employment after being terminated by Star Transport.

66. It took Mr. Mohamed one month to find employment after being terminated by Star Transport.
67. In 2014, another driver at Star Transport informed the company that he could not transport alcohol due to his religion. Star Transport allowed him to continue driving for the company and agreed to not assign him loads with alcohol.
68. In 2009, Mr. Bushale was employed by Star Transport from January 1 through August 11 during which time he earned \$12,472.
69. In 2009, Mr. Mohamed was employed by Star Transport from April 28 through August 11 during which time he earned \$5,590.