

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO, WESTERN DIVISION**

James Robinson, Sr., et al., and
U.S. Equal Employment Opportunity
Commission

Plaintiffs,

v.

Ford Motor Company and the United
Automobile, Aerospace and Agricultural
Implement Workers of America,

Defendants.

Civil Action No. _____

SETTLEMENT AGREEMENT

October 8, 2004

TABLE OF CONTENTS

	Page
I. PREAMBLE	1
II. INTRODUCTION	1
III. DEFINITIONS	2
IV. PROGRAMMATIC RELIEF: REVISION OF APPRENTICE TRAINING SELECTION PROCESS	5
V. REPORTING	11
VI. PLACEMENT ON APPRENTICESHIP PROGRAM ELIGIBILITY LIST	12
VII. SPECIFIC MONETARY RELIEF	14
VIII. CONFIRMATORY DISCOVERY	15
IX. COURT APPROVAL/NOTICE AND FAIRNESS HEARING	15
X. CLAIM PROCEDURE	19
XI. ATTORNEYS' FEES AND EXPENSES	21
XII. DISPUTE RESOLUTION	22
XIII. NON-RETALIATION	24
XIV. ENTIRE AGREEMENT OF THE PARTIES	24
XV. GOVERNING LAW	24
XVI. NO ADMISSION OF LIABILITY	24
XVII. SUPPORT FOR AND DEFENSE OF SETTLEMENT AGREEMENT	25

I. PREAMBLE

WHEREAS, James Robinson, Sr., Gregory A. Dicks, Robert S. Payne, Robert Fails, Jr., Jerome R. Harris, Karthan Norman, Johnathan Glover, Sheilah Brackett, Terri Gaither, Joseph W. Hendricks, Gordon B. Rinfrow, Eric Barbee and Darnay Cheeks filed charges with the U.S. Equal Employment Opportunity Commission ("EEOC"), in October and November 1997, alleging that the test used by Ford Motor Company ("Ford" or the "Company") and the United Automobile, Aerospace and Agricultural Implement Workers of America ("UAW") for the selection of apprentices has an adverse impact on African-American apprentice candidates;

WHEREAS, EEOC and Ford intend that this Settlement Agreement resolves all of EEOC's claims of disparate impact race discrimination against African-Americans under Title VII of the Civil Rights Act of 1964 regarding selection of apprentices at Ford facilities arising from January 1, 1997 until the date of the Preliminary Approval;

WHEREAS, eleven of the Charging Parties (defined as the Named Plaintiffs, below) retained counsel to proceed on their behalf as representatives of a putative class of African-American apprentice candidates;

WHEREAS, Ford and the UAW deny that the test is unlawful, and assert that the test was initially devised with the input of the EEOC;

WHEREAS, all parties agree that Ford requires highly-qualified apprentices because of the important safety and quality aspects of the skilled trade jobs;

WHEREAS, Ford is committed to equal employment opportunity and diversity in all aspects of employment and its workforce, including its apprentice selection procedures; and

WHEREAS, Ford, UAW, the Named Plaintiffs and EEOC now wish to resolve their dispute with respect to the apprentice selection procedure by devising state-of-the art selection instruments and taking the additional actions set forth below;

NOW THEREFORE, Ford, UAW, the Named Plaintiffs, and EEOC agree as follows:

II. INTRODUCTION

This Settlement Agreement ("Settlement Agreement") details the full and final terms by which (A) the Named Plaintiffs and their

undersigned counsel of record ("Settlement Class Counsel"), on behalf of the putative Settlement Class as defined below ("Settlement Class"); (B) the EEOC; (C) Ford; and (D) the UAW (Ford and UAW, collectively referred to as "Defendants") agree to settle all claims or potential claims of members of the Settlement Class (not including individuals who opt out) based on discrimination, against either or both Defendants during the Relevant Time Period, arising out of the selection of individuals for apprentice positions at Ford. This Settlement Agreement will be submitted to the United States District Court for approval pursuant to Fed. R. Civ. P. 23(e), and is contingent upon approval by the Court. This Settlement Agreement, if approved by the Court, fully and finally resolves all claims defined above that were or could have been brought in the above-styled action.

III. DEFINITIONS

The parties agree to the following definitions:

A. ATSS

ATSS means the Apprentice Training Selection System test used at Ford facilities as part of the selection process for apprentices during the Relevant Time Period.

B. Black/African-American/of African descent

"Black," "African-American," or "of African descent" shall be used throughout this document interchangeably and shall have the meaning established by EEOC for the term Black used with the EEO-1 Form 100.

C. Charging Parties

The Charging Parties are James Robinson, Sr., Gregory Dicks, Robert S. Payne, Robert Fails, Jr., Jerome Harris, Karthan Norman, Johnathan Glover, Sheilah Brackett, Terri Gaither, Joseph Hendricks, Gordon Rinfrow, Eric Barbee and Darnay Cheeks.

D. Claim and Release

A claim and release form, attached as Exhibit A hereto, will be sent to each Settlement Class member. Each Settlement Class member who does not opt-out of the settlement class must complete and return the claim and release form to the claims administrator in order to receive monetary relief.

E. Class Member Apprentice Eligible

Any member of the Settlement Class who is offered a place on a Ford apprenticeship program eligibility list pursuant to Section VI.A hereof.

F. Eligibility List

The list(s) of individuals maintained and used by Ford to offer individuals a place in apprentice classes.

G. Expert

The Expert is the mutually agreed upon industrial psychologist selected pursuant to Section IV.A hereof.

H. Final Approval

Final Approval occurs when the U.S. District court grants final approval of the settlement.

I. Final and Binding Approval

The Settlement Agreement becomes final and binding at the expiration of the time period for filing appeals after Final Approval is granted, without an appeal having been filed, or at the exhaustion of all appeals.

J. Ford

For purposes of this settlement, "Ford Motor Company," also referred to as "Ford," or "the Company," shall be defined as any business, company or organization in the United States of which Ford Motor Company has fifty (50) percent or greater ownership. "Ford" does not include Visteon Corporation or any Visteon subsidiary, nor any facility operated by Visteon. "Ford" also does not include the Hertz Corporation. Ford will provide written notice to any potential purchaser of Ford's business, or all or a portion of a covered facility, and to any potential successor, of the obligations contained in this Settlement Agreement, and a statement that the obligations imposed on Ford in this Settlement Agreement extend to any new owner in the event of a transfer of ownership of Ford or a portion or all of its assets.

K. Named Plaintiffs

The Named Plaintiffs are: James Robinson, Sr., Gregory Dicks, Robert S. Payne, Robert Fails, Jr., Jerome Harris, Karthan Norman, Johnathan Glover, Sheilah Brackett, Terri Gaither, Joseph Hendricks, and Gordon Rinfrow.

L. Opt-Out

An Opt-Out is any individual eligible to be in the Settlement Class who timely files and serves an opt-out notice pursuant to Section IX.C.6 hereof. Opt-outs are not entitled to any individual relief under this Agreement.

M. Preliminary Approval

Preliminary Approval means the order of the Court preliminarily certifying the Settlement Class and preliminarily approving this Settlement Agreement and the Notice to be sent to Settlement Class members.

N. Relevant Time Period

The Relevant Time Period means the period from January 1, 1997 to the date of Preliminary Approval.

O. Settlement Class

The Settlement Class is defined as:

All current and former Ford employees of African descent who took the ATSS for placement as an apprentice at any Ford facility during the Relevant Time Period and were not placed on a Ford apprenticeship program eligibility list during the Relevant Time Period. The settlement class does not include current and former Ford employees who took the ATSS for placement as an apprentice at any facility that is now, or was at the time the test was taken, a Visteon facility.

Ford represents that it conducted an inquiry into the number of Settlement Class members, and that it estimates that there are approximately 3,420 Settlement Class members.

P. Settlement Class Counsel

Settlement Class Counsel are Cyrus Mehri and Lisa Bornstein of Mehri & Skalet, PLLC; Nathaniel R. Jones of Blank Rome, LLP; Armand Derfner of Derfner, Altman and Wilborn; Rhonda Whitted Maxwell of The Law Office of Rhonda M. Maxwell; and Suzette Peyton of The Law Offices of Tom Nebel, P.C. Settlement Class Counsel represent the Named Plaintiffs, and, contingent upon Court approval, will represent the Settlement Class.

Q. Term

The Term of this Settlement Agreement shall be three years from the date of Final and Binding Approval, with the option of extensions of up to a total of two years if, after any party requests an extension, the parties, or the Court (after exhaustion of the Dispute Resolution Procedure in Section XII hereof), determine that a reasonable basis exists for such an extension. This Settlement Agreement shall expire at the conclusion of the Term, including any extensions. All references to three years throughout this document shall be automatically updated to reflect any extensions granted pursuant hereto. The Court and the parties shall be notified if the Term is extended.

IV. PROGRAMMATIC RELIEF: REVISION OF APPRENTICE TRAINING SELECTION PROCESS

A. Appointment of a Jointly Selected Expert

Ford shall propose three well-qualified Industrial/Organizational Psychologists, each of whom is a licensed psychologist and a member of the Society of Industrial and Organizational Psychology who has extensive experience in performing job analysis and developing and validating selection instruments and tests. One of those persons shall be selected as the "Expert" by the agreement of all parties prior to the Fairness Hearing. Approval of the Expert shall not be unreasonably withheld. In the event that all candidates are found unacceptable to any party, Ford must provide three additional candidates. If the parties cannot agree upon a suitable candidate prior to the Fairness Hearing, the selection of the Expert will be determined pursuant to the Dispute Resolution procedure set forth in Section XII hereof. The Expert candidates must report any potential conflicts of interest, including but not limited to business relationships, with any of the parties.

B. Work to Be Done By the Expert

The Expert will design and validate an apprentice selection instrument or instruments, consistent with the Uniform Guidelines on Employee Selection Procedures (UGESP)¹ and professional standards within the field of Industrial/Organizational Psychology², for use by Ford for apprentice selection in all U.S. Ford facilities during the Term. The selection instruments designed by the Expert and all other work

¹ 29 CFR 14 §1607.

² Professional standards may include but are not limited to Society for Industrial Organizational Psychology, Inc. (2003) *Principles for Validation and the Use of Personnel Selection Procedures* ("SIOP Principles"); American Educational Research Association, American Psychological Association, and the National Council on Measurement in Education (1999) *Standards for Educational and Psychological Testing*.

product of the Expert under this Settlement Agreement shall be and remain the sole and exclusive property of Ford. All time deadlines for work to be done by the Expert, set forth in Section IV hereof, shall be subject to modification upon consent of the parties or a showing to the Court (after exhaustion of the Dispute Resolution Procedure in Section XII hereof) of good cause or need.

1. Prior to initiating any work, the Expert will present a proposed budget to Ford for review. Ford will engage the Expert, negotiate terms, and pay all reasonable costs and expenses associated with the work of the Expert.
2. Apprenticeship job analysis
 - a. Within 180 days after Final and Binding Approval, the Expert will conduct a thorough job analysis of the jobs that are to be performed by apprentices covering each of the major trades used by Ford (other than trades with very few positions or little employee interest).³ The job analysis will meet professional standards. The Expert will consider transportability and generalizability in any validity study s/he conducts.
 - b. Prior job analysis information concerning these trades may be used as a basis for updating the job analysis, unless the Expert determines that the trades as currently performed have changed sufficiently to require an entirely new job analysis.
 - c. The job analysis should be performed at a level of detail sufficient to identify similarities and differences in knowledge, skills, abilities and other characteristics ("KSAOs") among apprentices in different trades.
3. Apprenticeship Test Design
 - a. Following a review of the selection research literature, the Expert will design or select selection instrument(s) intended to produce a desirable combination of (1) high validity across the widest array of KSAOs, (2) minimum adverse impact against applicants in classes protected under Title VII of the Civil Rights Act of 1964, (3) demonstrated utility, and (4) ease of administration. The instrument(s) may include

³ The major trades at Ford are: electrical, millwright, plumber-pipefitter, machine repair, and tool and die.

multiple components. The mechanism of combining elements or instruments should be designed to maximize validity and minimize adverse impact against African-Americans. The preliminary design process will be completed within 90 days after the completion of the job analysis described in IV.B.2.a. above.

- b. Sixty days from the completion of the job analysis described in IV.B.2.a. above, the Expert will provide an interim report, describing the results of the job analysis and the proposed new ATSS procedure. The parties will have fifteen (15) days to comment on the interim report. In light of the comments, the Expert may modify the new procedure prior to the start of the validation study described in Section IV.B.4 below.
- c. The design of the selection instrument(s) will meet professional standards. The Expert will consider procedures including, but not limited to, trainability and simulation tests, structured interviews, and other alternatives to paper and pencil tests. Cognitive ability tests, including the current ATSS (or variations thereof) are not ruled out. The Expert shall review the professional testing research literature to identify selection methods described in the literature that have resulted in low disparate impact and strong validity for the jobs in the study.
- d. The selection instrument(s) will be designed to enable Ford to provide employees with their individual final test results along with the required passing score, as well as providing feedback on their test results (except to the extent that professional standards call for no disclosure of results and/or feedback (e.g., with personality measures or biographical questionnaires, or during validation)). Feedback will not include information on scoring of specific items that appear on tests, so that test security may be maintained. However, upon written request from a test-taker, the Company will tailor feedback for the individual to identify weaknesses based on particular types of items (e.g., reading comprehension, mathematical problem solving, etc.) The test taking materials shall state the right of individual test takers to receive feedback upon written request.

4. Validation Report

- a. The Expert will begin to conduct a study of the validity of the selection instrument(s) that meets professional standards within 30 days after the close of the comment period in Section IV.B.3.b above. Ford will implement the selection instrument(s) as necessary for purposes of the validity study when the Expert determines it is appropriate to do so.
- b. The Expert will complete the validity study within six months of beginning the study.
- c. Within 90 days after the completion of the validity study, the Expert will prepare a Validation Report ("Validation Report") describing the validity study performed, and recommending selection instrument(s). The Validation Report will meet professional standards and will include information reflecting the pass/fail rates broken down by race for the newly designed apprentice selection instrument(s).
- d. The Validation Report shall not include any opinion or comment concerning Ford's past use of an apprenticeship test battery and whether its former testing practices were lawful or whether they complied with applicable legal or professional standards.

5. Informal Reporting to the Parties

The Expert will provide, upon request of any party, informal progress reports to all parties, detailing the Expert's activities during that quarter. Such progress reports shall be issued no more than once each quarter.

6. Other Recommendations

- a. The Expert may propose additional internal recruitment practices that Ford may incorporate into its recruitment program, as well as pre-exam preparatory courses and post-exam feedback and analysis.
- b. The Expert may also identify job and apprenticeship related training classes that Ford may offer in order to better prepare applicants of African descent to compete for apprentice positions.

C. Communication of Validation Report and Recommendation;
Resolution of Disagreements; and Implementation of Selection
Instrument(s)

1. The Validation Report, including recommended selection instrument(s), will be provided simultaneously to Ford, Settlement Class Counsel, EEOC and UAW for their review within 30 days after it is completed. Settlement Class Counsel and EEOC recognize that the Validation Report will include confidential business information of Ford, and therefore shall treat the Validation Report as confidential, and shall not disclose its contents except to the extent necessary to pursue the Dispute Resolution procedure set forth in Section XII hereof. Anyone who receives a copy of the Validation Report must sign a confidentiality agreement, attached as Exhibit C.
2. Ford, Settlement Class Counsel, EEOC and UAW shall have sixty (60) days to submit comments about the Validation Report and the recommended selection instrument(s) to all parties and the Expert. The Expert will review these comments. The Expert will modify the recommended selection instrument(s) or Validation Report if the Expert deems it is necessary to do so to meet professional standards. The Expert will either issue a revised Validation Report or a statement that a revision to the Validation Report is unnecessary.
3. If EEOC, Settlement Class Counsel, UAW, or Ford assert that the proposed selection instrument(s) do not comply with applicable law or professional standards, the exclusive remedy for resolving that dispute shall be the Dispute Resolution mechanism, culminating in Court review, set forth in Section XII hereof. An objection to the proposed selection instrument(s) must be served on the other parties within thirty (30) days after receipt of the Expert's revised Validation Report or statement that a revision of the Validation Report is unnecessary.
4. Ford shall implement, for use in connection with apprentice selections at all Ford facilities nationwide, selection instrument(s) based on the recommendation of the Expert, within sixty (60) days after the Expert submits his/her recommendations for a new selection instrument(s), unless relief is obtained through the dispute resolution mechanism. If the dispute resolution mechanism is triggered, Ford will implement the Expert's recommendations within sixty (60)

days after the conclusion of the dispute resolution mechanism and all appeals with respect to the selection instrument(s), unless the dispute resolution mechanism results in an agreement or a final Court order that Ford is not to implement such selection instrument(s).

D. Access by the Expert

Subject to signing an appropriate confidentiality agreement, in the form attached as Exhibit C, and upon reasonable advance notice, the Expert will have reasonable access to documents, data and Ford employees as necessary.

E. Interim Selection Method

1. Ford agrees that, upon Final and Binding Approval of the Settlement Agreement, it will cease the use of the current ATSS for the selection of apprentices at Ford facilities in the U.S. (except as set forth in Section IV.B.3.c, IV.E.2, VI.A.2 and VI.B.1 hereof).
2. Until the new selection instrument(s) are adopted (for purposes of validation or thereafter), Ford may select additional individuals to add to Ford apprenticeship program eligibility lists only through one of the following processes:
a) the Settlement Class members and Charging Parties identified pursuant to Section VI; b) only after all individuals eligible through part a) have been selected, interim selection instrument(s) recommended by the Expert ("Interim Selection Method") for use until the new selection instrument(s) are implemented. The Expert may consider and may recommend as the Interim Selection Method the current ATSS with such enhancements or modifications as the Expert may recommend to reduce adverse impact while maintaining validity.
3. The EEOC shall not bring or participate in an enforcement action against Ford and/or UAW (as a party, intervenor or *amicus curiae*) with regard to the Interim Selection Method. This paragraph shall not prevent any party from enforcing this Settlement Agreement pursuant to the dispute resolution procedure set forth in Section XII hereof, including the right of any party to invoke the dispute resolution procedure regarding compliance of the Interim Selection Method with professional standards.

F. Inclusive Internal Recruitment Component

Ford will identify and implement procedures and methods for the identification, positive recruitment, and motivation of present and potential minority and female candidates for the apprenticeship program. These efforts may include outreach within Ford for positive recruitment and preparation of potential applicants for apprenticeships, and pre-apprenticeship and preparatory trade training for candidates and automatic post-test feedback.

V. REPORTING

A. Ongoing analysis

The Expert will continue to conduct and document the results of validity studies of the new selection instrument(s) throughout the term of the Settlement Agreement as determined by the Expert to be necessary to meet professional standards.

B. Implementation

Ford will implement all recommendations of follow-up reviews and studies provided by the Expert during the period of the analysis, within sixty (60) days from the date of the recommendation's publication. However, if the dispute resolution mechanism is triggered with respect to a particular recommendation, Ford will be exempt from implementing that recommendation until the dispute is ultimately resolved. Once the dispute is resolved, Ford shall implement the disputed recommendation unless, based on the outcome of the dispute resolution mechanism, Ford need not implement that recommendation.

C. Annual Reports

1. Each year during the term of the Settlement Agreement, the Expert will prepare and submit to Ford, EEOC, UAW, and Settlement Class Counsel an annual Report ("Report") with respect to the items required of the Expert by this Settlement Agreement. The Report will include:
 - a. The progress made by the Expert in job analysis, design and validation of the selection instrument(s);
 - b. Recommendations, if any, made by the Expert with respect to modification of the selection instrument(s);

- c. Identification of all Charging Parties and Settlement Class members who have been offered a place on a Ford apprenticeship program eligibility list;
 - d. After the new selection instrument(s) has been implemented: (1) the number of African-American Ford candidates who took the new instrument(s), (2) the number of non-African-American Ford candidates who took the new instrument(s), (3) the number of African-American Ford candidates who passed the new instrument(s), and (4) the number of non-African-American Ford candidates who passed the new instrument(s).
 - e. The Expert will recommend whether any follow-up reviews and/or validity studies are required.
2. Upon written request from EEOC, Counsel for the Named Plaintiffs or Counsel for UAW, Ford will provide raw scores, race, location and testing date, and passing scores on the new instrument(s) to Counsel for EEOC, Counsel for the Named Plaintiffs and Counsel for UAW. This information shall be provided in electronic format, with identifier explanations describing the meaning of the fields and codes. Hard copy versions will be available upon request. This information shall be reviewed only by counsel and their designated expert(s), and shall be maintained confidentially by the parties receiving it. This information and all copies of it shall be returned to Ford upon written request made no earlier than sixty (60) days after the information was provided.

VI. PLACEMENT ON APPRENTICESHIP PROGRAM ELIGIBILITY LIST

A. Settlement Class Members

- 1. Ford will select 276 members of the Settlement Class and offer them a place on a Ford apprenticeship program eligibility list, as set forth below.
- 2. Ford will select the Class Member Apprentice Eligibles using criteria it determines are likely to result in selection of the Settlement Class members likely to succeed as apprentices. Such criteria may include the test score on the previous ATSS or on an instrument being validated, as well as other factors including seniority, job performance, education, and

prior work experience. Ford will provide to the other parties a list of the criteria it uses for this selection.

3. Ford will select the first fifty (50) percent of the Class Member Apprentice Eligibles within six (6) months of Final and Binding Approval. Ford will select an additional twenty-five (25) percent of the Class Member Apprentice Eligibles no later than six (6) months thereafter. Ford will select the final twenty-five (25) percent of the Class Member Apprentice Eligibles no later than twelve (12) months thereafter.
4. Once placed on a Ford apprenticeship program eligibility list, the Class Member Apprentice Eligibles on the list will be subject to the same rules as all others on the list, including but not limited to: (a) the same number and scope of apprenticeship choices; (b) the same priority placement rights with respect to individuals placed on the list after the Settlement Class members; (c) the same rights to remain on the list until placed; and (d) the collective bargaining agreement and Department of Labor Apprentice Standards.
5. Without prior consent of plaintiffs' counsel, which will not be unreasonably withheld, the newly devised selection procedure may not be used by Ford to select eligible individuals who are not Settlement Class members to be placed on the apprenticeship eligibility list until all Class Member Apprentice Eligibles have been offered a place on a Ford apprenticeship program eligibility list. Nothing in this Settlement Agreement shall prevent Ford from offering apprenticeship program positions to individuals other than Class Member Apprentice Eligibles when the Expert determines that doing so is appropriate in connection with validation of the new selection instrument.

B. Charging Parties

1. Charging party James Robinson has already been placed on a Ford apprenticeship program eligibility list. Two additional Charging Parties will be offered a place on a Ford apprenticeship program eligibility list no later than twelve (12) months after Final and Binding Approval. A third additional Charging Party will be offered a place on a Ford apprenticeship program eligibility list as soon as practicable after Mr. Robinson and the two Charging Parties described in the preceding sentence, but in no event later than twenty four (24) months from the date of Final and Binding

Approval. These three additional Charging Parties will be selected using criteria Ford determines are likely to result in selection of the Charging Parties likely to succeed as apprentices. Such criteria may include the test score on the previous ATSS or on an instrument being validated, as well as other factors including seniority, job performance, education, and prior work experience. Ford will provide to the other parties a list of the criteria it uses for this selection.

2. The three Charging Parties selected for the apprentice eligibility list and Mr. Robinson will receive guidance from Ford in order to secure apprenticeship positions expeditiously.

VII. SPECIFIC MONETARY RELIEF

A. Settlement Class Member Relief

To satisfy monetary claims for each Settlement Class member arising out of the apprentice selection process, Ford will pay \$2,400 to each Settlement Class member and/or his/her heirs who submits a properly executed claim and release pursuant to Section X.B hereof.

B. Charging Parties Incentive

For diligently initiating and prosecuting these claims, and for participating in the EEOC conciliation process, each Charging Party who submits a properly executed claim and release pursuant to Section X.C. hereof will receive \$30,000 in lieu of the \$2,400 payment to Settlement Class members.

C. Nature of Payments

None of the payments pursuant to this Settlement Agreement shall be counted toward pension accruals or other Ford benefits. At the time payment is made, the Company will issue a form W-2, subject to lawful withholding, to each Settlement Class member who is a current Ford employee, and will issue a form 1099 to each Settlement Class member who is no longer a Ford employee. Included with the check in the net amount due the Settlement Class member will be a statement showing the gross (pre-tax) amount of the payment, along with an itemized statement of any deductions made. Deductions may be made only for the employees' federal and state income taxes, the employee's share of FICA and FUTA for that portion of amount due, if any, that is backpay, and any local income tax that applies to the employees and any other deductions required by law. Ford will not deduct its share of Social Security and Medicare contributions from the payments due the Settlement Class members and Charging Parties, should it be determined that all or any of these sums is, was or

should have been taxable as wages. Any employer payroll taxes or employer contributions required to be paid by the employer shall be paid by Ford.

VIII. CONFIRMATORY DISCOVERY

Within twenty (20) days of the execution of this Settlement Agreement, and for settlement purposes only, a Company official(s) will submit an appropriate affidavit(s) to the parties in order to establish the factual record for the Fairness Hearing in this matter. If Settlement Class Counsel or the EEOC want additional information, they can request further substantiation. If the parties cannot agree on what will be provided, they may use the dispute resolution mechanism set forth in Section XII of this Settlement Agreement.

IX. COURT APPROVAL/NOTICE AND FAIRNESS HEARING

A. Jurisdiction and Venue

1. The parties agree that the Court has jurisdiction over the parties and the subject matter, and that venue is proper.
2. The parties agree that conditions precedent to suit by EEOC pursuant to this Settlement Agreement are satisfied, and the parties to this Settlement Agreement waive defenses to suit by EEOC pursuant to this Agreement based on the failure of conciliation between the EEOC, Ford and UAW.

B. Preliminary Approval

1. Within forty-five (45) days after execution of this Settlement Agreement, the parties will agree on a form for sending written notice of this Settlement Agreement to Settlement Class members.
2. Within forty-five (45) days after this Settlement Agreement has been fully executed, Settlement Class Counsel shall file a complaint(s) and petition the Court for an order (1) preliminarily certifying the Settlement Class; and (2) preliminarily approving this Settlement Agreement, the Consent Order relating to this Settlement Agreement attached as Exhibit B hereto, and the Notice to be sent to Settlement Class members describing the terms of the settlement and informing them of their rights to submit objections and to opt out. The Consent Order and Notice must be approved by all parties prior to submission to the Court for approval.

3. Within forty-five (45) days after this Settlement Agreement has been fully executed by the parties, EEOC will file a Complaint and petition the Court for approval of this Settlement Agreement.

C. Notice and Fairness Hearing

1. Settlement Class Counsel and Ford will jointly select a Claims Administrator.
2. Ford will make reasonable and diligent efforts to identify all Settlement Class members and will provide to a mutually agreed upon claims administrator, prior to the preliminary approval hearing, the name, last known address and social security number of each Settlement Class member.
3. Within twenty (20) days after Preliminary Approval of the Settlement Agreement, the claims administrator will send written notice to each member of the Settlement Class in the form agreed upon by the parties or such other form as approved by the Court. The Parties intend to provide actual notice to each Settlement Class member, to the extent practicable.
4. The notice and claim process will be at Ford's expense, including first-class mail to the last known address in Ford's records, unless the Company has been notified of a change of address. The Company shall make all reasonable efforts to update those records to obtain actual current mailing addresses. Any Notices returned as undelivered shall be promptly turned over to the claims administrator for additional transmittal efforts. The claims administrator may engage third party vendors or shall turn over to Settlement Class Counsel and the EEOC the list of those who have not been located for additional efforts to locate Settlement Class members. The claims administrator will maintain a log of its activities undertaken pursuant to this section. Any party may request a copy of this log.
5. Objections to this Settlement Agreement must be submitted in writing, and must include a detailed description of the basis for the objection. Objections must be filed with the Court, with copies served on Settlement Class Counsel, EEOC, Ford and UAW, within forty-five (45) days after the Notice was sent to Settlement Class members. No one may appear at the Fairness Hearing for the purpose of objecting to the Settlement Agreement without first having filed and

served his or her objections in writing within forty-five (45) days after the Notice was sent to Settlement Class members.

6. Any person eligible for the Settlement Class who wishes to opt out of the Settlement Class need only mail a written, signed statement that he or she is opting out. To be effective, this opt-out statement must be received by either Ford or Settlement Class Counsel within forty-five (45) days after the Notice was sent to Settlement Class members. Ford or Settlement Class Counsel shall serve on other parties and file with the Court all opt-out notices that are timely received. The Settlement Class does not include those individuals who file and serve a timely opt-out statement, and individuals who opt out are not entitled to any individual relief under this Settlement Agreement. With respect to each such individual, the statute of limitations for him or her to assert any claims for individual relief will resume running on the date of Final Approval. The Notice to Settlement Class members mentioned above shall include the following: "Any person eligible for the Settlement Class who wishes to opt out of the Settlement Class must mail a written, signed statement that he or she is opting out of the Settlement Class to Ford and Settlement Class Counsel at the addresses as listed in this Notice. To be effective, this opt-out statement must be received by either Ford or Settlement Class Counsel within forth-five (45) days after the Notice was sent to Settlement Class members."
7. Upon Preliminary Approval, a briefing schedule and Fairness Hearing date will be scheduled at the Court's convenience. Plaintiffs' Motion for Approval and for Certification of the Settlement Class will be due no earlier than thirty (30) days following the close of the objection and opt-out period, and the Fairness Hearing will be held no earlier than forty-five (45) days following the close of the objection and opt-out period.
8. In the event that this Settlement Agreement does not become Final and Binding, no party shall be deemed to waive any objections, rights or defenses, including, but not limited to, claims or objections to class certification, and claims and defenses on the merits. Neither this Settlement Agreement nor the Court's Preliminary or Final Approval hereof shall be admissible in any court regarding the propriety of class certification or regarding any other issue or subject (except for the purpose of enforcing this Settlement

Agreement). Each party reserves the right to prosecute or defend this action in the event that the Settlement Agreement does not go into effect. By entering into this Settlement Agreement, no party waives its claims, defenses, legal arguments or positions if the Settlement Agreement does not attain Final and Binding Approval. If the District Court declines to approve the Settlement Agreement unless the Parties make modifications to it, any of the Parties shall have the right to withdraw from the Settlement Agreement, and the Settlement Agreement shall be terminated and null and void, provided that the Party seeking to exercise such right of withdrawal does so through written notice to the other Parties not later than 60 days after the District Court advises the Parties of the modifications it requires.

D. Scope of Judicial Release

1. Upon Final Approval of the Settlement Agreement, Ford and UAW, and each of their operating divisions and subsidiaries, and all of their respective directors, officers, managers, agents, employees, attorneys, successors and assigns, and anyone acting in concert with or on behalf of any of them, and their respective pension, profit-sharing, savings and other employee benefit plans of whatsoever nature and those plans' respective trustees and administrators (and each of their agents, directors, officers, employees, affiliates, and members), shall be fully released and forever discharged from any and all individual and/or class-wide claims, demands, charges, complaints, rights and causes of action of any kind, known or unknown, by the Charging Parties, by the Settlement Class Counsel, and by each member of the Settlement Class, whether seeking monetary and/or equitable relief of any sort, including but not limited to any claim for attorneys' fees or expenses and expert fees and expenses, which arise out of or are related to any conduct through the date of Preliminary Approval allegedly constituting discrimination in apprentice selection, whether under Title VII of the Civil Rights Act of 1964, Section 1981 or any other Federal, State or Local law (whether by statute, regulation, ordinance or common law) prohibiting discrimination. This release is final and shall survive the expiration of the Settlement Agreement's Term.
2. Upon Final Approval of the Settlement Agreement, Ford and UAW, and each of their operating divisions and subsidiaries, and all of their respective directors, officers, managers, agents, employees, attorneys, successors and assigns, and

anyone acting in concert with or on behalf of any of them, and their respective pension, profit-sharing, savings and other employee benefit plans of whatsoever nature and those plans' respective trustees and administrators (and each of their agents, directors, officers, employees, affiliates, and members), shall be fully released and forever discharged from EEOC's claims of disparate impact race discrimination against African Americans and further be released and forever discharged from EEOC's potential claims of disparate treatment race discrimination against African Americans arising from the pending charges of discrimination referred to in the first paragraph of this Settlement Agreement's Preamble and listed by charge number in Exhibit D, under Title VII of the Civil Rights Act of 1964, in the selection of apprentices by Ford through the date of Preliminary Approval.

3. Nothing in this Settlement Agreement shall be construed to limit the right of plaintiffs, Settlement Class Counsel, or the EEOC to bring an appropriate action against Visteon, Hertz, or any other company or entity not covered by this Settlement Agreement.
4. Except as set forth in Section IV.E.3 or in a release executed by a Charging Party or a member of the Settlement Class, nothing in the Settlement Agreement shall be construed to bar any claims of members of the Settlement Class or Charging Parties based on or arising out of events occurring after the date of Preliminary Approval.

X. CLAIM PROCEDURE

A. Transmission of Forms to Class Members

1. Within thirty (30) days after Final and Binding Approval, the claims administrator will send to each Settlement Class member a package containing a Claim and Release form in the form of Exhibit A. Packages will be returned to the claims administrator, and the claims administrator will attempt to resend any packages which are returned as undelivered.

B. Submission of Forms By Settlement Class Members

1. To receive monetary relief pursuant to Section VII hereof, Settlement Class members must, within six (6) months after the date the forms are mailed, deliver to the claims

administrator a fully executed Claim and Release in the Court approved form provided in Exhibit A without material alteration. Any Settlement Class member who fails to deliver to the claims administrator a fully executed Claim and Release in the Court approved form provided in Exhibit A without material alteration within six (6) months after the forms are mailed shall forfeit all entitlement to monetary relief under this Settlement Agreement. A Settlement Class member may seek permission to submit a claim and release form up to one year after the date of mailing upon a showing of inability to have filed the form within the six months.

2. On a rolling basis, on the first Friday of each month (or another date agreed upon by all parties) in which valid Claim and Release forms are returned to the administrator, the claims administrator will deliver to Ford's counsel: (a) all of the fully executed Claim and Release forms received from Settlement Class members within the previous month; and (b) the last known address of each of the Settlement Class members who submitted such timely claim and release forms.
3. On a rolling basis, once each calendar quarter, Ford will send a check in the amount provided in Section VII hereof to each Settlement Class member eligible to receive a check to whom a check has not already been sent, pursuant to the terms hereof.

C. Submission of Forms By Charging Parties

1. To receive monetary relief pursuant to Section VII hereof, each Charging Party must, within four (4) months after the forms were mailed out, deliver to the claims administrator a fully executed Claim and Release in the Court approved, unaltered form provided in Exhibit A. Any Charging Party who fails to deliver to the claims administrator a fully executed Claim and Release in the Court approved, unaltered form provided in Exhibit A within four (4) months after the forms were mailed out shall forfeit all entitlement to monetary relief under this Settlement Agreement.
2. On a rolling basis, on the first Friday of each month through five (5) months after Final and Binding Approval, the claims administrator will deliver to Ford's counsel: (a) all of the fully executed Claim and Release forms in the Court approved, unaltered form provided in Exhibit A that were received from Charging Parties within four (4) months after Final Approval;

and (b) the last known address of each of the Charging Parties who submitted such timely claim and release forms.

3. On a rolling basis, once each calendar quarter, Ford will send a check in the amount provided in Section VII hereof to each Charging Party eligible to receive a check to whom a check has not already been sent, pursuant to the terms hereof.

XI. ATTORNEYS' FEES AND EXPENSES

- A. Ford will pay settlement class counsel a sum of One Million One Hundred Thousand Dollars (\$1,100,000.00) in attorneys' fees and expenses to compensate Settlement Class Counsel for prosecuting this case through the date of Final Approval. Ford will make such payment thirty (30) days after Final and Binding Approval of the Settlement Agreement.
- B. Ford will pay Settlement Class Counsel a sum of Five Hundred Sixty-Seven Thousand Dollars (\$567,000.00) in fees and expenses for the work that Settlement Class Counsel will perform implementing and monitoring the settlement over the term of the Settlement Agreement. In the event that there is no appeal, this payment shall be made one year after the district court enters an order of Final Approval. In the event that there is an appeal, this payment shall be made ninety (90) days after Final and Binding Approval.
- C. Ford does not oppose Settlement Class Counsel's entitlement to the fee/cost awards in Sections A. and B. above, nor does Ford contest the reasonableness of the awards.
- D. It is the intention of the parties to demarcate clearly between settlement proceeds in which the members of the Settlement Class have an interest, and Settlement Class Counsel fees and expenses, in which members of the Settlement Class have no interest. Settlement Class Counsel fees and expenses are sums that have not been earned by the Settlement Class and solely represent work performed by attorneys paid as authorized by federal statute and court order. Accordingly, the amount paid separately to Settlement Class Counsel for Settlement Class Counsel fees and expenses is independent of and apart from the amounts the Company paid to members of the Settlement Class, and members of the Settlement Class shall at no time have any interest in Settlement Class Counsel fees and expenses. Except as expressly provided herein, the Company makes no

representations regarding and shall have no responsibility for the tax treatment of the foregoing attorneys' fees and expenses.

XII. DISPUTE RESOLUTION

A. General

1. The dispute resolution procedure set forth herein shall be the exclusive remedy for any disputes among the parties with respect to compliance with this Settlement Agreement. This Section of the Settlement Agreement is valid, and all references to this Section in this Settlement Agreement from the time this Settlement Agreement is executed, including any time prior to the Court's granting of Final Approval, shall be followed. As set forth herein, the parties will work diligently and in good faith to resolve such disputes among themselves, if necessary, with the facilitation of a Mediator. If mediation fails to resolve all disputes at issue, the parties agree to submit the disputes to binding resolution by the Court pursuant to the terms hereof.

B. Informal Process

1. If Settlement Class Counsel, EEOC, Ford or UAW has good reason to believe that a legitimate dispute exists during the Term, the initiating party or parties shall first attempt to meet and confer in order to resolve the dispute. If such efforts do not resolve the dispute, the initiating party or parties shall promptly give written notice to the other party or parties, including (a) a reference to all specific provisions of this Settlement Agreement that are claimed to have been violated; (b) a statement of the issue(s); (c) a statement of the remedial action sought by the initiating party; and (d) a brief statement of the specific facts, circumstances and any arguments supporting the position of the initiating party(ies).
2. Within forty-five (45) days after receiving such notice, the non-initiating party(ies) shall respond in writing and shall provide its written position, including the facts and arguments on which it relies in support of its position.
3. All of the parties shall then undertake good faith negotiations, which should include a meeting by telephone or in person, in a determined effort to resolve the areas of dispute without judicial involvement.

C. Mediation

1. The parties shall name and engage Kenneth Feinberg, of The Feinberg Group, Washington, D.C., the standing mediator to assist the parties in their good faith efforts to resolve disputes or disagreements concerning obligations, or material compliance, with this Settlement Agreement.
2. If the dispute is not resolved through discussions between the parties, then any party shall have the right to initiate a mediation to assist with resolving the dispute. A party shall not initiate a mediation unless it has a) attempted in good faith to resolve the dispute informally; and b) a good faith, non-frivolous basis for its position in the dispute.
3. The services of the mediator will be paid for by the Company.

D. Judicial Enforcement

1. The Court shall retain jurisdiction over this action for the Term solely to enter orders authorized hereunder that are necessary to implement and enforce this Settlement Agreement.⁴ This Court shall not have jurisdiction pursuant to this Settlement Agreement after the last day of the Term. However, the Court will retain jurisdiction over any disputes that arise within the Term, regardless of whether or not the Term has expired, where the dispute was raised during the Term of the Settlement Agreement pursuant to the Dispute Resolution Procedure. Except with respect to the retention of jurisdiction as set forth in this Section, this matter will be dismissed with prejudice immediately upon Final Approval.
2. If good faith efforts to resolve the matter have failed, and after written notice of "impasse" to the non-initiating party or parties, Settlement Class Counsel, EEOC, Ford or UAW may file a motion with the Court, with a supporting brief, requesting enforcement of this Settlement Agreement, provided, however, that such motion shall be limited to the dispute(s) as to which the "informal process" and "mediation" provisions of Sections XII.B and XII.C have been exhausted.
3. The non-moving party(ies) will have thirty (30) days to respond to any such motion.

⁴ The Parties intend by this paragraph to vest this Court with jurisdiction to enforce the Settlement Agreement. Kokkonen v. Guardian Life Ins. Co., 511 U.S. 375 (1994).

XIII. NON-RETALIATION

Ford and UAW will not retaliate against any Settlement Class member for filing a claim for relief available under this Settlement Agreement. This provision does not limit Ford's ability to take action with respect to Settlement Class members for any non-retaliatory reason, including but not limited to poor performance in apprenticeship.

XIV. ENTIRE AGREEMENT OF THE PARTIES

The Settlement Agreement constitutes the entire agreement among the parties arising out of, or related to, the selection of apprentices at Ford. This Settlement Agreement cannot be amended or modified except with the express written consent of all parties and approval by the Court. All parties acknowledge that upon Final and Binding Approval, this Settlement Agreement is binding.

XV. GOVERNING LAW

This Settlement Agreement shall be governed by Federal law. To the extent that any state law is deemed to apply, it shall be the law of the state of Michigan, except for its law with respect to conflicts of law.

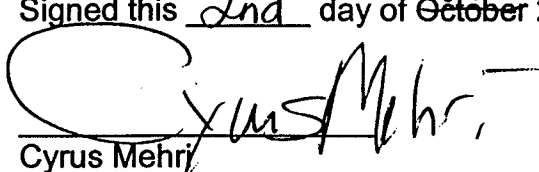
XVI. NO ADMISSION OF LIABILITY

Neither the Settlement Agreement, its Court approval, nor any action taken pursuant to its or their terms shall be considered by any Party or any other person as an admission of liability or wrongdoing. This Settlement Agreement and the order(s) approving it shall not be admissible as evidence in any court or administrative forum for any purpose other than 1) an action by one of the parties to enforce the terms of this Settlement Agreement pursuant to the Dispute Resolution Procedure herein, or 2) demonstration by Ford and/or UAW that relief received and/or rights relinquished by any person in connection with this Settlement Agreement preclude that person's right to proceed, and/or reduce relief available to that person, in any other matter against Ford and/or UAW.

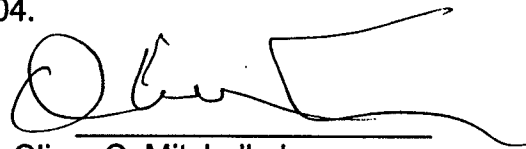
XVII. SUPPORT FOR AND DEFENSE OF SETTLEMENT AGREEMENT

The Class Representatives, Class Counsel, EEOC, UAW and the Company each agree to abide by all of the terms of this Settlement Agreement in good faith and to support it fully, and shall use their respective best efforts to defend this Settlement Agreement from any legal challenge, whether by appeal, collateral attack or otherwise.

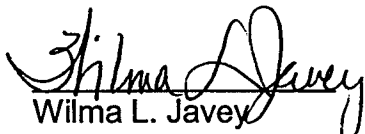
Signed this 2nd day of ^{November}~~October~~ 2004.



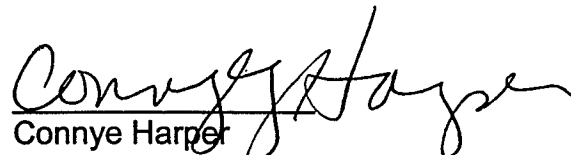
Cyrus Mehri
Mehri & Skalet, PLLC
On behalf of Named Plaintiffs



Oliver C. Mitchell, Jr.
On behalf of Ford Motor Company



Wilma L. Javey
On behalf of the U.S. Equal
Employment Opportunity Commission



Connye Harper
On behalf of the UAW

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO, WESTERN DIVISION**

James Robinson, Sr., et al., and
U.S. Equal Employment Opportunity
Commission

Plaintiffs,

v.

Ford Motor Company and the United
Automobile, Aerospace and Agricultural
Implement Workers of America,

Defendants.

Civil Action No. _____

STATE OF _____)

COUNTY OF _____)

CLAIM AND RELEASE FOR CLAIMANTS

This Full and Final Release of Claims ("Release") is made and entered into this ____ day of ____, 20__, by _____, Social Security Number _____, himself/herself, and his/her dependents, heirs, executors, administrators, successors and assigns ("Claimant").

Whereas, the United States Equal Employment Opportunity Commission ("EEOC" or the "Commission") and eleven current or former Ford employees filed lawsuits in the United States District Court for the Southern District of Ohio (Civil Action No. _____) (the "Lawsuit"), alleging that Ford Motor Company ("Ford" or the "Company") and the United Automobile, Aerospace and Agricultural Implement Workers of America ("UAW") used a selection test for selecting apprentices that had an adverse impact on African-American applicants during the period from January 1, 1997 to _____ [the date of preliminary Court approval of the Settlement Agreement];

Whereas the Court has certified a Settlement Class of African-American current and former Ford employees who during the period from January 1, 1997 to _____ [the date of preliminary Court approval of the Settlement Agreement] took the Apprentice Training Selection System test ("ATSS") for placement as an apprentice at a Ford facility and were not placed on a Ford apprenticeship program eligibility list;

Whereas the Claimant is an African-American current or former Ford employee who, during the period from January 1, 1997 to _____ [the date of preliminary Court approval of the Settlement Agreement], took the Apprentice Training Selection System test ("ATSS") for placement as an apprentice at a Ford facility and was not placed on a Ford apprenticeship program eligibility list; and

Whereas EEOC, representatives of the Settlement Class, Ford and UAW have reached a settlement resolving the Lawsuit, pursuant to a Settlement Agreement dated _____ ("Settlement Agreement"), which was given approval by the Court on _____, and Claimant is entitled to seek relief under that Settlement;

Now therefore, in consideration of the relief provided under the Settlement Agreement, the sufficiency of which is hereby expressly acknowledged, Claimant releases and waives claims against Ford and/or UAW as follows:

1. Claimant hereby fully, finally, irrevocably, unconditionally and forever releases Ford (as defined in Section III.J. of the Settlement Agreement) and UAW, and each of their operating divisions and subsidiaries, (but not including any entity that is not covered by the Settlement Agreement) and all of their respective directors, officers, managers, agents, employees, attorneys, successors and assigns, and anyone acting in concert with or on behalf of any of them, and their respective pension, profit-sharing, savings and other employee benefit plans of whatsoever nature and those plans' respective trustees and administrators (and each of their agents, directors, officers, employees, affiliates, and members), from any and all individual and/or class-wide claims, demands, charges, complaints, rights and causes of action of any kind, known or unknown, by the Claimant, whether seeking monetary and/or equitable relief of any sort, including but not limited to any claim for attorneys' fees or expenses and expert fees and expenses, which arise out of or are related to any conduct through _____ [the date of Final Approval] allegedly constituting discrimination in apprenticeship selection, whether under Title VII of the Civil Rights Act of 1964, Section 1981 or any other Federal, State or Local law (whether by statute, regulation, ordinance or common law) prohibiting discrimination.

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO, WESTERN DIVISION**

James Robinson, Sr., et al., and

U.S. Equal Employment Opportunity
Commission

Plaintiffs,

v.

Ford Motor Company and the United
Automobile, Aerospace and Agricultural
Implement Workers of America,

Defendants.

Civil Action No. _____

CONSENT ORDER

This matter comes before the Court on the motion of the U.S. Equal Employment Opportunity Commission ("EEOC") and eleven individuals for approval of the settlement of a class action race discrimination suit against Ford Motor Company ("Ford" or the "Company") and the United Automobile, Aerospace and Agricultural Implement Workers of America ("UAW").

James Robinson, Sr., Gregory A. Dicks, Robert S. Payne, Robert Fails, Jr., Jerome R. Harris, Karthan Norman, Johnathan Glover, Sheilah Brackett, Terri Gaither, Joseph W. Hendricks, Gordon B. Rinfrow, Eric Barbee and Darnay Cheeks filed charges with the EEOC, in October and November 1997, alleging that the test used by Ford and the United Automobile, Aerospace and Agricultural Implement Workers of America ("UAW") for the selection of apprentices has an adverse impact on African-American apprentice candidates;

WHEREAS, EEOC and Ford intend that this Settlement Agreement resolves all of EEOC's claims of disparate impact race discrimination against African-Americans under Title VII of the Civil Rights Act of 1964 regarding selection of apprentices at Ford facilities arising from January 1, 1997 until the date of the Preliminary Approval;

Eleven of the Charging Parties ("Named Plaintiffs") retained counsel to proceed on their behalf as representatives of a putative class of African-American apprentice candidates;

Ford and the UAW deny that the test is unlawful, and assert that the test was initially devised with the input of the EEOC;

All parties agree that Ford requires highly-qualified apprentices because of the important safety and quality aspects of the skilled trade jobs;

Ford is committed to equal employment opportunity and diversity in all aspects of employment and its workforce, including its apprentice selection procedures; and

Ford, UAW, the Named Plaintiffs (on behalf of the class) and EEOC now wish to resolve their dispute with respect to the apprentice selection procedure by devising state-of-the art selection instruments and taking the additional actions set forth in the Settlement Agreement between the parties, executed on August ___, 2004, a copy of which is attached hereto as Exhibit ___;

The Court held a fairness hearing, after notice and an opportunity to be heard on ___, 2004. As set forth in greater detail in the Court's Order of ___, 200___, the Court has found that the proposed settlement is fair, adequate and reasonable, and has approved the proposed settlement and certified the Settlement Class;

THEREFORE, IT IS HEREBY ORDERED:

The following Articles of the Settlement Agreement are incorporated herein by reference and made a part of this Order as if set forth in full herein, and all parties shall comply with them: Articles II-VII, IX.A, IX.D, X-XIII and XVI.

Entered on: _____

United States District Judge

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO, WESTERN DIVISION**

James Robinson, Sr., et al., and

U.S. Equal Employment Opportunity
Commission

Plaintiffs,

v.

Ford Motor Company and the United
Automobile, Aerospace and Agricultural
Implement Workers of America,

Defendants.

Civil Action No. _____

CONFIDENTIALITY AGREEMENT

Whereas, the United States Equal Employment Opportunity Commission ("EEOC" or the "Commission") and eleven current or former Ford employees filed lawsuits in the United States District Court for the Southern District of Ohio (Civil Action No. _____) (the "Lawsuit"), alleging that Ford Motor Company ("Ford" or the "Company") and the United Automobile, Aerospace and Agricultural Implement Workers of America ("UAW") used a test for selecting apprentices that had an adverse impact on African-American applicants during the period from January 1, 1997 to _____ [the date of preliminary Court approval of the Settlement Agreement];

Whereas, Ford and UAW have denied the allegations of EEOC and the plaintiffs;

Whereas, the Court has approved a settlement (the "Settlement Agreement") that includes retention of an expert industrial organization psychologist (the "Expert") to conduct research and to prepare and validate selection instrument(s);

Whereas, the Expert will need access to confidential information from Ford to perform the function assigned by the Settlement Agreement, and reports prepared by the Expert will include confidential information, and it is

recognized that this confidential information should be protected from public disclosure;

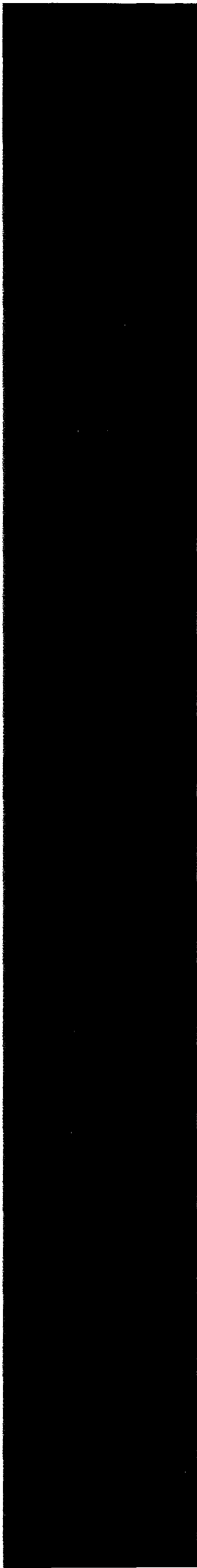
Now therefore, in consideration of the mutual promises contained herein and within the Settlement Agreement, the sufficiency of which is hereby expressly acknowledged, the undersigned agrees as follows:

1. Confidential Information

"Confidential Information" includes all information obtained from Ford by the Expert, or developed by the Expert, in performance of tasks connected with the Settlement Agreement.

2. Treatment of Confidential Information

- (a) Confidential Information shall be held in strict confidence and shall be used solely for the purposes of performing tasks under the Settlement Agreement. The undersigned individual will not disclose Confidential Information to anyone other than Ford's duly designated representative, Ford counsel, UAW counsel, EEOC counsel or Settlement Class Counsel. Prior to disclosure to anyone other than Ford's representative, Ford counsel, UAW counsel, EEOC counsel or Settlement Class Counsel, the undersigned will ensure that the individual to whom Confidential Information will be disclosed has executed this Confidentiality Agreement.
- (b) The undersigned shall maintain a written record of its disclosures of Confidential Information.
- (c) No copies or reproductions of any Confidential Information (or of any portion of such Confidential Information) shall be made except as necessary for purposes of performing tasks under the Settlement Agreement.
- (d) Upon written request by Ford, and for good cause shown, the undersigned, and all individuals to whom Confidential Information has been disclosed, will promptly return to Ford the Confidential Information and all copies in his or her custody, possession or control. If the Confidential Information is maintained in electronic, digital or magnetic form, the undersigned individual will remove and completely and permanently destroy such material (and all copies and/or portions of it) from all electronic, digital or magnetic storage and any other medium in which it is resident in memory.
- (e) If the undersigned individual is requested by judicial, administrative or other governmental process to disclose any Confidential Information, said individual will provide Ford with prompt notice of



the request so that Ford may seek, at its expense, an appropriate protective order (with no objection by said individual).

3. If any provision of this Confidentiality Agreement is not enforceable in whole or in part, the remaining provisions of this Confidentiality Agreement will not be affected by the unenforceability of that provision. No failure or delay in exercising any right, power or privilege in this Confidentiality Agreement will operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any right, power or privilege in this Confidentiality Agreement.

Signed this ____ day of ____, 20__.

[signature]

[typed or handwritten name]

FORD APPRENTICESHIP CHARGES

220-1998-00244	BARBEE, ERIC	FORD MOTOR
220-1998-01315	CHEEKS, DARNAY	FORD MOTOR
221-1999-00130	ROBINSON, JAMES	NATIONAL JOINT APPR COMM
221-1999-00131	ROBINSON, JAMES	FORD-UAW APPR COMM
221-1999-00132	ROBINSON, JAMES	UNITED AUTO WORKERS
221-1999-00133	ROBINSON, JAMES	UNITED AUTO WORKERS L 863
221-1999-00134	ROBINSON, JAMES	FORD MOTOR
221-1999-00135	BRACKETT, SHEILAH	NATIONAL JOINT APPR COMM
221-1999-00136	BRACKETT, SHEILAH	FORD-UAW APPR COMM
221-1999-00137	BRACKETT, SHEILAH	UNITED AUTO WORKERS
221-1999-00138	BRACKETT, SHEILAH	UNITED AUTO WORKERS L 863
221-1999-00139	BRACKETT, SHEILAH	FORD MOTOR
221-1999-00140	DICKS, GREGORY	NATIONAL JOINT APPR COMM
221-1999-00141	DICKS, GREGORY	FORD-UAW APPR COMM
221-1999-00142	DICKS, GREGORY	UNITED AUTO WORKERS
221-1999-00143	DICKS, GREGORY	UNITED AUTO WORKERS L 863
221-1999-00144	DICKS, GREGORY	FORD
221-1999-00145	NORMAN, KARTHAN	NATIONAL JOINT APPR COMM
221-1999-00146	NORMAN, KARTHAN	FORD-UAW APPR COMM
221-1999-00147	NORMAN, KARTHAN	UNITED AUTO WORKERS
221-1999-00148	NORMAN, KARTHAN	UNITED AUTO WORKERS L 863
221-1999-00149	NORMAN, KARTHAN	FORD MOTOR
221-1999-00150	RINFROW, GORDON	NATIONAL JOINT APPR COMM
221-1999-00151	RINFROW, GORDON	FORD-UAW APPR COMM
221-1999-00152	RINFROW, GORDON	UNITED AUTO WORKERS
221-1999-00153	RINFROW, GORDON	UNITED AUTO WORKERS L 863
221-1999-00154	RINFROW, GORDON	FORD MOTOR
221-1999-00161	GAITHER, TERRI	NATIONAL JOINT APPR COMM
221-1999-00162	GAITHER, TERRI	FORD-UAW APPR COMM
221-1999-00163	GAITHER, TERRI	UNITED AUTO WORKERS
221-1999-00164	GAITHER, TERRI	UNITED AUTO WORKERS L 863
221-1999-00165	GAITHER, TERRI	FORD MOTORS
221-1999-00169	FAILS, JR., ROBERT	NATIONAL JOINT APPR COMM
221-1999-00170	FAILS, JR., ROBERT	FORD-UAW APPR COMM
221-1999-00171	FAILS, JR., ROBERT	UNITED AUTO WORKERS
221-1999-00172	FAILS, JR., ROBERT	UNITED AUTO WORKERS L 863
221-1999-00173	FAILS, JR., ROBERT	FORD MOTOR
221-1999-00213	PAYNE, ROBERT	FORD MOTORS
221-1999-00214	PAYNE, ROBERT	UNITED AUTO WORKERS

221-1999-00215	PAYNE, ROBERT	UNITED AUTO WORKERS L 863
221-1999-00216	PAYNE, ROBERT	FORD-UAW APPR COMM
221-1999-00217	PAYNE, ROBERT	NATIONAL JOINT APPR COMM
221-1999-00251	HARRIS, JEROME	NATIONAL JOINT APPR COMM
221-1999-00252	HARRIS, JEROME	FORD-UAW APPR COMM
221-1999-00253	HARRIS, JEROME	UNITED AUTO WORKERS
221-1999-00254	HARRIS, JEROME	UNITED AUTO WORKERS L 863
221-1999-00255	HARRIS, JEROME	FORD MOTOR
221-1999-00265	GLOVER, JOHNATHAN	NATIONAL JOINT APPR COMM
221-1999-00266	GLOVER, JOHNATHAN	FORD-UAW APPR COMM
221-1999-00267	GLOVER, JOHNATHAN	UNITED AUTO WORKERS
221-1999-00268	GLOVER, JOHNATHAN	UNITED AUTO WORKERS L 863
221-1999-00269	GLOVER, JOHNATHAN	FORD MOTOR
221-1999-00283	HENDRICKS, JOSEPH	UNITED AUTO WORKERS
221-1999-00284	HENDRICKS, JOSEPH	UNITED AUTO WORKERS L 863
221-1999-00285	HENDRICKS, JOSEPH	NATIONAL JOINT APPR COMM
221-1999-00286	HENDRICKS, JOSEPH	FORD-UAW APPR COMM
221-1999-00287	HENDRICKS, JOSEPH	FORD MOTOR