

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION



EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

Case No. 01-CV-71912-DT

Hon. Robert H. Cleland
U.S. District Court Judge

FORD MOTOR CREDIT
COMPANY,

Defendant.

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CONSENT DECREE AND SETTLEMENT AGREEMENT

1. Plaintiff, Equal Employment Opportunity Commission (the "Commission"), commenced this lawsuit on May 18, 2001, Case No. 01-CV-71912-DT ("The Action"), in the United States District Court for the Eastern District of Michigan, Southern Division. In its Complaint, the Commission alleged that Defendant Employer, Ford Motor Credit Company ("FMCC"), engaged in a discriminatory employment practice in violation of Title VII of the Civil Rights Act of 1964 and 1991, as amended, 42 U.S.C. 2000e, et seq. More specifically, the Commission alleged that FMCC failed to provide Charging Party, Vera Bakewell ("Bakewell"), with a reasonable accommodation that would have permitted her to perform the on-call duties of a Programmer/Analyst. Accordingly, the Commission claims Bakewell was discharged for refusing to work during her Sabbath period from Friday sunset to Saturday sunset.

FINAL DISPOSITION

2. As a result of settlement discussions, the EEOC and FMCC have agreed to resolve their differences through the entry of this Consent Decree. It is the intent of the parties that this Consent Decree be a final and binding settlement in full disposition of any and all claims alleged

or which could have been alleged in the Complaint filed against FMCC with respect to Vera Bakewell, or in the Charge of Discrimination filed by Bakewell with the EEOC, Charge Number 230-A0-0858.

NON-ADMISSION OF LIABILITY

3. This Decree shall not constitute an adjudication or finding on the merits of the above referenced Action, and shall not be deemed nor construed as an admission by FMCC of any violation of Title VII or any other law, rule or regulation, federal or state, with regard to any claims asserted in this litigation. Ford Credit denies that it has violated Title VII or any other law, rule or regulation, federal or state, with regard to any claims asserted in this litigation and denies that it has discriminated against Ms. Bakewell in any manner whatsoever.

NON-RETALIATION

4. FMCC agrees that it will not retaliate against any person known to the Company who participated or cooperated in the investigation or prosecution by the EEOC of Charge No. 230-A0-0858.

NON-DISCRIMINATION

5. FMCC agrees that it will not discriminate against applicants, employees and contract personnel on the basis of religion in violation of Title VII.

DURATION OF DECREE

6. The duration of this Decree shall be for a period of twelve (12) months, commencing from the date of the Court's Order of Dismissal.

RELIGIOUS DISCRIMINATION AND ACCOMMODATION POLICY AND PROCEDURE

7. As part of this Decree, FMCC has developed a new procedure for handling religious accommodation requests to be followed by members of management and supervisors at its

Central Office location (Main Office in Dearborn, Michigan) who are responsible for making religious accommodations for its employees. A copy of this Policy and Procedure has been provided to the EEOC Detroit District office. FMCC agrees to disseminate its Religious Discrimination And Accommodation Policy And Procedure via the Ford Financial Human Resources Web Page. FMCC shall provide the EEOC Detroit District office with written confirmation that the Policy and Procedure which was provided to the EEOC Detroit District office has been published on its Ford Financial Human Resources Web Page within fifteen (15) days of the Policy's publication on the aforementioned Web Page.

MONETARY RELIEF

8. Subject to the foregoing paragraphs and in consideration of the promises undertaken and consideration set forth in this Consent Decree and in the separate Settlement Agreement and General Release executed by Bakewell, FMCC agrees to pay Vera Bakewell monetary relief in the Total Settlement Amount of Seventy Thousand (\$70,000) Dollars, which Total Settlement Amount shall be paid in four checks in the following manner: The sum of \$10,000 of the Total Settlement Amount shall be paid in one check payable to Vera Bakewell and is acknowledged by the Parties to be good and valuable consideration for the promises and undertakings of the EEOC in this Decree. The sum of \$10,000 of the Total Settlement Amount shall be paid in a second check payable to Vera Bakewell and is acknowledged by the Parties to be good and valuable consideration for the promises and undertakings of Bakewell in the separate Settlement Agreement and General Release which shall be signed by Bakewell. The sum of Twenty-Five Thousand (\$25,000) Dollars of the Total Settlement Amount shall be made payable to Victoria Bakewell in a third check; and the sum of Twenty-Five Thousand (\$25,000) Dollars of the Total Settlement Amount shall be made payable to Kristen Bakewell in a fourth check, both of which

checks are acknowledged by the Parties to be good and valuable consideration for this Decree. FMCC shall submit a separate Form 1099 to Vera Bakewell, Victoria Bakewell and Kristen Bakewell for said amounts by the end of the calendar year. All four checks shall be sent by certified mail to Vera Bakewell, 30650 Hathaway, Livonia, Michigan 48150 within ten (10) days conditional upon and after both the Stipulation and Order of Dismissal With Prejudice of the Action has been entered by the Court and Bakewell has signed the separate Settlement Agreement and General Release and has not revoked her signature within seven (7) days of executing the separate Settlement Agreement and Release. Within thirty (30) days of the payment of the Total Settlement Amount, FMCC shall send a photocopy of the four checks sent to Vera Bakewell's attention, along with a photocopy of the certified mail receipt, to Adele Rapport, Regional Attorney, Equal Employment Opportunity Commission, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226.

The Total Settlement Amount set forth in this Paragraph 8 shall be the entire amount FMCC shall pay to anyone as a full settlement and dismissal of this Action with prejudice. FMCC shall have no liability for any further payments for any reason whatsoever.

POSTING

9. FMCC agrees to post the Exhibit A Posting, which explains an employee's right to a reasonable religious accommodation under Title VII of the Civil Rights Act of 1964, as amended, so long as the reasonable accommodation does not constitute an undue hardship. FMCC further agrees to keep this notice in good repair, and if at any time FMCC learns that the notice has become defaced or unreadable, FMCC will replace it immediately. This notice shall be posted within ten (10) days of the entry of this Decree and shall be posted where FMCC posts other anti-

discrimination posters, for the life of this Decree. In addition, FMCC agrees to post the federal anti-discrimination poster required by Title VII.

DISPUTE RESOLUTION

10. The court shall retain limited jurisdiction and will have all available equitable powers, including injunctive relief, to enforce only the following relief provisions of this Consent Decree: Paragraphs 4,5,7,8,9,10,11 and 12. Upon motion of either FMCC or the EEOC, the Court may schedule a hearing for the purpose of reviewing compliance with this Consent Decree. The Parties shall engage in a good faith effort to resolve any dispute as to compliance prior to seeking review by the Court, and shall be required to give written notice to each other within thirty (30) days of discovering the alleged non-compliance. Within twenty (20) business days of receiving such written notice of non-compliance, the Party receiving such notice shall provide a written response to the other Party. Should the matter not be resolved by such correspondence, the Parties will meet and confer, on the telephone or in person, within ten (10) business days and attempt to mediate the dispute without court intervention. If the mediation session is unsuccessful, a Party shall request concurrence, as required by the Court Rules, from the other Party as to the relief requested prior to seeking court intervention.

TRAINING

11. FMCC agrees to provide training to its Managers and Supervisors at its Central Office facility, who make decisions regarding religious accommodation under Title VII and the duty to reasonably accommodate an employee's known, sincerely held religious beliefs so long as the accommodation does not impose an undue hardship. In addition, the training should include a discussion of Title VII's prohibitions and requirements and the types of accommodations available, including FMCC's policy. The training shall commence no later than six (6) months

after the signing of this Decree and shall be completed within twelve months after the signing of this Decree. Within twenty (20) business days of the training session(s), FMCC shall send a description of the topics discussed and a list of persons who have received instruction on FMCC's religious discrimination and accommodation policy to Adele Rapport, Regional Attorney, Equal Employment Opportunity Commission, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226.

REPORTING

12. FMCC shall provide the EEOC with a six, nine and twelve month report concerning the training on religious discrimination and accommodations identified above and the adoption and dissemination of the religious discrimination and accommodation policy identified in this Decree. The reports shall be sent directly to Adele Rapport, Regional Attorney, Equal Employment Opportunity Commission, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226.

ENTIRE AGREEMENT

13. The foregoing constitutes the entire agreement. No other representation or agreements have been made between the EEOC and FMCC. Any modification to this document must be mutually agreed upon and set forth in writing signed by both FMCC and the EEOC.

ALLOCATION OF COSTS

14. Each party will bear its own costs and attorneys fees.

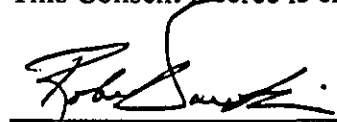
DISSOLUTION OF DECREE

15. It is hereby agreed by and between the EEOC and FMCC that the Court shall issue an order dismissing the case with prejudice excepting that the Court shall retain limited jurisdiction to enforce the provisions set forth in Paragraph 11 of this Decree for twelve (12) months from

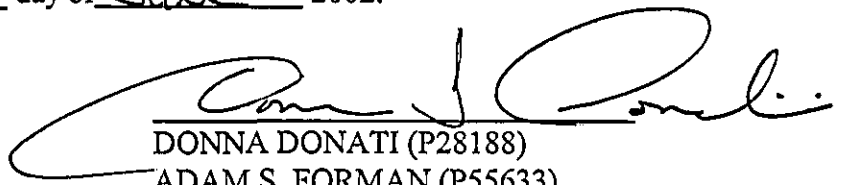
the entry of this Decree. The Order of Dismissal to be entered is attached as Exhibit B and shall be filed with the Court by the EEOC within five (5) calendar days following entry of the Consent Decree.

The EEOC and Ford Motor Credit Company have consented to the entry of this Decree.

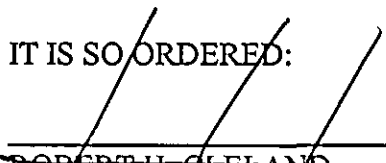
This Consent Decree is entered this 20th day of June 2002.



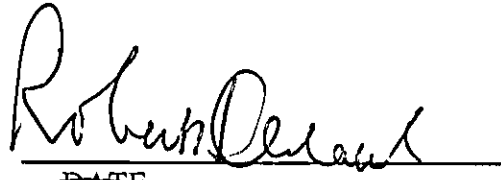
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IT IS SO ORDERED:


ROBERT H. CLELAND
U.S. DISTRICT COURT JUDGE



~~DATE~~
JUN 21 2002

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

SEE CASE FILE FOR
ADDITIONAL
DOCUMENTS OR PAGES
THAT WERE NOT
SCANNED