

CLOSED

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiff,

Case No.: 02-73914



v.

Honorable Avern Cohn

FILED

FORD MOTOR COMPANY,

Defendant.

NOV 27 2002  
CLERK'S OFFICE  
U. S. DISTRICT COURT  
EASTERN MICHIGAN

ADELE RAPPORT (P44833)  
ROBERT DAWKINS (P38289)  
TAMMY KLEIN (P60256)  
Equal Employment Opportunity  
Commission  
477 Michigan Ave., Room 865  
Detroit, Michigan 48226  
(313) 226-5673

RAPHAEL RICHMOND (P55606)  
Ford Motor Company  
Parklane Towers West  
Suite 1500  
Three Parklane Boulevard  
Dearborn, Michigan 48126  
(313) 322-0231

SETTLEMENT AGREEMENT

On September 30, 2002, this matter was commenced by the United States Equal Employment Opportunity Commission, (the "Commission") against Ford Motor Company, ("Defendant" or "Ford Motor") on behalf of Charging Party, Kimberly McNeil ("Charging Party" or "McNeil"). The Commission's Complaint alleged that McNeil was denied the opportunity to work on the day shift as a reasonable accommodation for her disability.

FINAL DISPOSITION

1. Through this Settlement Agreement, ("Agreement") Plaintiff, the Commission, on

behalf of Kimberly McNeil, and Defendant, Ford Motor Company, agree to forever resolve all issues raised, presented, or joined in Civil Action Number 02-73914 without the burden, expense and potential delay of further litigation, and agree to be bound by the promises made herein.

#### **STIPULATED FACTS**

2. The parties stipulate and agree that the EEOC is the agency of the United States government authorized to investigate allegations of unlawful employment discrimination, to bring civil actions to prohibit unlawful employment practices and to seek relief for individuals affected by the practices complained of in this lawsuit.

3. Ford Motor Company is an employer engaged in an industry affecting commerce within the meaning of Section 701(g) and (h) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e(g) and (h), which is incorporated by reference in the ADA. Ford Motor Company had at least fifteen (15) employees for twenty (20) or more calendar weeks during the relevant time period.

4. Pursuant to the ADA, the parties acknowledge the jurisdiction of the United States District Court for the Eastern District of Michigan (Southern Division) over the subject matter and parties to this case for the purpose of enforcing the provisions of this Agreement if necessary. The Parties further agree that enforcement of this Agreement would also be proper and permissible in any State Court of general jurisdiction.

#### **MONETARY RELIEF**

5. Ford Motor Company agrees to pay Kimberly McNeil monetary relief in the amount of \$5,000 within thirty (30) days of the acceptance and signing of this Agreement. Taxes

and other statutory deductions shall be deducted from said amount. The funds are to be paid directly to McNeil, via U.S. Mail, at 38054 Westvale, Romulus, Michigan 48174, with a copy of the check sent to Adele Rapport, Regional Attorney, Equal Employment Opportunity Commission, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226.

**NON-MONETARY RELIEF**

6. Ford Motor Company will honor Ms. McNeil's medical restrictions, and, in accordance with any such restrictions, provide Ms. McNeil with a reasonable accommodation, as required by the ADA.

**NON-DISCRIMINATION**

7. Ford Motor Company shall comply with the ADA's reasonable accommodation requirements at its Michigan Truck Plant and its Wixom Plant. Such compliance shall include engaging in the interactive process with disabled individuals concerning appropriate accommodations and accommodating their restrictions unless such accommodation would pose an undue hardship.

**NON-RETALIATION**

8. Ford Motor Company, through its directors, officers, agents, successors, assigns and employees, will not retaliate against any person known to them who participated or cooperated in the investigation and prosecution by the EEOC of Charge Number 230-A0-1177, filed under the Americans with Disabilities Act.

**DISPUTE RESOLUTION AND COMPLIANCE**

9. The Parties agree that enforcement of this Agreement may be sought in either the United States District Court for the Eastern District of Michigan, Southern Division, or any

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State Court of general jurisdiction. Upon motion of either party, the Court may schedule a hearing for the purpose of reviewing compliance with this Agreement. 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 notice to each other ten (10) days before moving for such review.

**POSTING OF NOTICE**

10. Ford Motor Company agrees to post a mutually agreeable notification, attached as Attachment A, in at least one (1) conspicuous place at its Dearborn facility, which sets forth employees' rights regarding the federal anti-discrimination laws. This notice shall be posted for three (3) years from the entry of this Agreement. Should any posted copies of the notice become defaced, marred or otherwise made unreadable, Ford Motor Company agrees to post a readable copy of this notice in the same manner heretofore specified as soon as practical thereafter.

**NON-ADMISSION OF LIABILITY**

11. Ford Motor Company has denied all allegations set forth in Civil Action Number 02-73914, along with any and all inferences of wrongdoing, and neither its consent to this Agreement, nor any of the terms or conditions set forth herein shall constitute an adjudication or finding on the merits of the case or be construed as an admission of liability, wrongdoing, guilt, and/or violation of federal law, which Ford Motor Company expressly denies.

**ALLOCATION OF COST**

12. The Parties agree to pay their respective costs and attorneys fees associated with the

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drafting and enforcement of this Agreement.

**SEVERABILITY CLAUSE**

13. If any provision of this Agreement is found to be unenforceable by a court, only the specific provision in question shall be affected and the other enforceable provisions shall remain in full force.

**TRAINING**

14. Since the cause finding was issued in the McNeil Charge, Ford Motor Company has provided training to its managers and supervisors at its Michigan Truck Plant. The training session included a discussion of the Americans with Disabilities Act and an employer's duty to provide a disabled worker with a reasonable accommodation. The name of the individual(s) conducting the training, a list of participants and the topics discussed shall be provided to Adele Rapport, Regional Attorney, Equal Employment Opportunity Commission, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226, within thirty (30) days of the signing of this Agreement.


**ENTIRE AGREEMENT**

15. This Agreement constitutes the entire agreement and commitments of the parties. Any modifications to this Agreement must be mutually agreed upon in writing and signed by the parties hereto.

**DURATION**

16. This Agreement shall remain in effect for three (3) years from the date of its signing.

**IT IS HEREBY AGREED:**



ADELE RAPPORT (P44833)  
ROBERT DAWKINS (P38289)  
TAMMY KLEIN (P60256)  
Equal Employment Opportunity  
Commission  
Detroit District Office  
Patrick V. McNamara Building  
477 Michigan Ave., Room 865  
Detroit, Michigan 48226  
(313) 226-5673



RAPHAEL RICHMOND (P55606)  
Ford Motor Company  
Parklane Towers West  
Suite 1500  
Three Parklane Boulevard  
Dearborn, Michigan 48126  
(313) 322-0231

**IT IS SO ORDERED:**



HONORABLE AVERN COHN

NOV 27 2002

DATE

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## ATTACHMENT A

### NOTICE

This Notice is being posted to inform you of your rights guaranteed by federal law under The Americans with Disabilities Act of 1990, as amended, ("ADA") which prohibits discrimination against any individual on the basis of disability with regard to any term or condition of employment, including hiring, layoff, recall, promotion, discharge, pay and fringe benefits or in retaliation for the opposition of unlawful employment practices. The ADA further mandates that employers accommodate the known disabilities of its employees, providing it does not constitute an undue hardship. Accommodations can include things such as shift modified work assignments and modified work schedules. Ford Motor Company agrees that it will diligently work with its employees who request accommodations for their disability.

The United States Equal Employment Opportunity Commission is the federal agency which investigates charges of unlawful employment discrimination and, if necessary, brings lawsuits in federal court to enforce the provisions of the ADA.

Ford Motor Company agrees that it will not retaliate against or take any action what-so-ever against any employee who seeks an accommodation for their disability.

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