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SETTLEMENT AGREEMENT AND RELEASE

THIS AGREEMENT is made and entered into this 22nd day of August, 1995, by and between DAVID L. BURRIS and DONNA BURRIS (the "Burrises"), FORD MOTOR CREDIT COMPANY ("Ford Credit"), and

[REDACTED];

WITNESSETH:

WHEREAS, on or about January 29, 1992, the Burrises filed a petition against Ford Credit, [REDACTED] and Gene Crider in the Circuit Court of the City of St. Louis, Case No. 922-00280, in which the Burrises alleged claims against the defendants for fraud, breach of Missouri's odometer statute and breach of warranty; and

WHEREAS, Ford Credit, [REDACTED] and Gene Crider then filed their answers to the Burris' claims;

WHEREAS, the Burrises then dismissed their claims against Gene Crider; and

WHEREAS, the Burrises, Ford Credit, and-, without admitting liability, now desire to settle, compromise and release any and all claims which the Burrises have or may have against Ford Credit and [REDACTED];

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NOW, THEREFORE, in consideration of the foregoing and the

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mutual promises and covenants hereinafter set forth:

1. Ford Credit will cause to be paid by check the sum of ~~_____~~ Jointly to the Burrises and their attorneys, Bernard E. Brown and Richard Baugh within 10 business days following execution of this Agreement.
2. Ford Credit will pay the court costs taxable to this case.
3. The Burrises will dismiss with prejudice all claims and counts alleged against Ford Credit and ~~_____~~. In the event that Ford Credit fails to implement the policy changes set forth in paragraphs 4-10 below, the Burrises have the right to treat the confidentiality provisions of this Agreement as void and to file an action for breach of contract against Ford Credit, wherein it is agreed the liquidated damages for such breach will be in the amount of \$1,000 (in addition to any liability on any other claims in law or equity that the Burrises may have for the breach of this Agreement). It is further agreed that in the event the Burrises prevail in any portion of the breach of contract suit, Ford Credit will also pay reasonable attorneys' fees as determined by the Court.
4. Ford Credit will amend its written policy and procedures manual to instruct its field personnel, and to take such steps as necessary to

require its independent contractors, to specifically look for indicia of odometer discrepancies in completing the condition reports on repossessed vehicles.

5. Ford Credit will also amend its condition report to direct its field personnel and independent contractors to consider the age and a list of indicia relating to the appearance and condition of the vehicle prior to reporting the vehicle's mileage. The condition report will ^{not also EEB} direct personnel to look for indicia of mileage discrepancies such as oil change stickers, repair work receipts, warranty book entries, etc.

6. Ford Credit agrees to amend its written policy and procedures manual to instruct its field personnel, and take such steps as necessary to require its independent contractors to, where possible, ask repossession customers whether there is any reason to believe that their vehicle's odometer does not reflect its true mileage.

7. Ford Credit agrees to send a bulletin to its field personnel advising them that procedures regarding repossession odometer reporting are being changed and requesting that they have a heightened awareness of the need to accurately report odometer mileage and to be alert for information suggesting odometer discrepancy problems.

8. Ford Credit agrees to amend its written policy and procedures manual to include a phrase affirming that it is Ford Credit's policy to report mileage as other than actual if it has significant doubt whether a vehicle's odometer is accurate.

9. Ford Credit agrees to add a paragraph to the existing Notice of Repossession and Right to Redeem letter requesting that the repossession customer advise Ford Credit of any known odometer discrepancy regarding their repossessed vehicle.

10. The above-referenced policies and procedures, with the exception of the dissemination of the bulletin, will be implemented within 270 days of the execution of this agreement. The system change needed to implement the change to the Notice of Repossession and Right to Redeem set forth in paragraph 9 will be completed within one year. The bulletin will be disseminated within 90 days of the execution of this agreement.

11. The precise language used in the policy and procedures changes, in the bulletin, and in the checklist and other documents will be drafted to carry out the spirit of this agreement, but so long as it is consistent with the spirit of the agreement may be adjusted in details to accommodate ordinary draftsmanship and similar practical needs. Ford Credit will provide to

the plaintiffs' counsel copies of all policy and procedure documents, including the bulletin and the revised versions of the condition report and the notice of redemption and right to redeem letter, to demonstrate compliance with this agreement; these documents will be provided to plaintiffs' counsel within the time guidelines set out above.

12. In consideration of the foregoing payments, promises and dismissal with prejudice, and for other good and valuable consideration as set forth herein, David L. Burris and Donna Burris do hereby, on behalf of themselves, their heirs, executors, administrators, agents, successors and assigns, release and forever discharge Ford Credit and [REDACTED], their respective parent, sister and subsidiary corporations, officers, directors, shareholders, administrators, agents, employees, successors and assigns, departments, heirs, executors, and all others on their behalf liable, from any and all claims, demands, damages, liabilities, actions, causes of action, or suits, at law or in equity, of whatsoever kind or nature (including any claims for attorneys' fees), or for contribution, indemnity, apportionment of fault or damages or otherwise, known or unknown, matured or unmatured, which the Burrises may now or hereafter have as a result of any act or omission committed prior to the date set forth in the opening paragraph of this Settlement Agreement and Release.

13. It is expressly understood and agreed by all parties that this Settlement Agreement and Release shall not in any event be, in whole or in part, construed as or deemed to be evidence of an admission of liability or wrongdoing whatsoever by any party hereto and all parties specifically deny any liability to any other party hereto.

14. In executing this Settlement Agreement and Release, the parties understand that its terms are contractual and not mere recitals, that this document embodies the entire terms and conditions of the release and agreement described herein, that this document may be signed in counterparts, that all words, phrases, sentences, paragraphs, including the recitals hereto, are material to the execution hereof, and that all executed copies, whether signed in counterparts or otherwise, are duplicate originals, equally admissible in evidence.

15. In making this settlement and in execution of this release, all parties hereto have had the benefit and advice of their respective attorneys of record and by their execution hereunder demonstrate both their satisfaction and understanding of the terms recited herein.

16. Immediately after the execution of this Settlement Agreement and Release, and upon receipt of payment set forth in paragraph 1, the parties

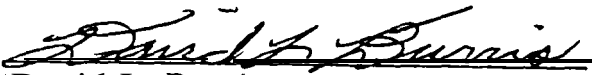
hereby agree that they will file a joint stipulation of dismissal of the pending action with prejudice in Cask No. 922-00280, with Ford Credit to bear the **Burris'** taxable court costs as described in paragraph 2 above.

17. The Burrises, [REDACTED] and their attorneys agree that they will not issue any press releases or participate in any press conference concerning the terms and conditions of this Settlement Agreement and Release at any time and they further agree to keep the terms of this Settlement Agreement and Release confidential, except as otherwise compelled by law, as follows:

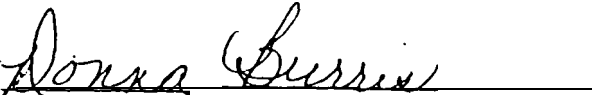
- a) the procedure and policy change provisions to be implemented by Ford Credit will be kept confidential for a period of one year from the date of the execution of this Agreement; and
- b) the dollar amount of this settlement and the terms as to [REDACTED] will be kept confidential forever; ^{net B&B} and
- c) it is understood, however, that the terms of "press releases" and "press conference" as used above have the meanings that they have in ordinary usage and as commonly understood. For example, answering unsolicited questions from members of the press or news media shall not be considered participation in a press

release or news conference within the meaning of this Settlement Agreement and Release.

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement and Release to be signed in their respective names by persons duly authorized.

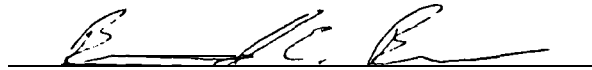

David L. Burris

Dated: Aug. 27 1995



Donna Burris

Dated: August 22, 1995

APPROVED AS TO FORM AND CONTENT
AND ATTORNEYS' LIENS RELEASED:


Bernard E. Brown

Dated: 8-22-95


Richard Baugh

Dated: August 22, 1995

ATTORNEYS FOR PLAINTIFFS

FORD MOTOR CREDIT COMPANY

By R. P. Conrad ^{MSR.} Dated: 8/23/95

[Name] R. P. Conrad
[Title] Assistant secretary
Ford Motor Credit Company

