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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

U.S. DISTRICT COURT  
N.D. OF ALABAMA

CARL WRIGHT, individually and  
on behalf of others similarly  
situated,

Plaintiffs,

FELICIA D. CARTER,

Plaintiff-Intervenor,

vs.

SOUTH CENTRAL BELL,  
BELL SOUTH TELECOMMUNICATIONS,  
and COMMUNICATIONS WORKERS  
OF AMERICA,

Defendants.

Civil Action Number:  
93-C-1530-S

ENTERED

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**ORDER PRELIMINARILY  
APPROVING PROPOSED SETTLEMENT AGREEMENT**

Carl D. Wright, the named plaintiff in the above-captioned action ("Plaintiff") has alleged that between September 2, 1990 and March 31, 1994, Defendant BellSouth Telecommunications, Inc., formerly d/b/a South Central Bell ("Defendant"), administered a discriminatory employment test in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee, to the detriment of certain of its African-American employees and African-American applicants for employment, and relied upon the scores achieved on that test until September 15, 1995, in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000, et seq. ("Title VII"), and Section 1981 of the Civil

Rights Act of 1866, as amended, 42 U.S.C. § 1981 (“Section 1981”). Defendant has denied Plaintiffs’ allegations.

This Court certified a class, conducted a Stage I liability trial, and issued a Memorandum Opinion and Declaratory Judgment dismissing the Section 1981 claims but finding liability under Title VII. After extensive Stage II discovery concerning the remedial stage of this litigation, but before Defendant had an opportunity to appeal the Court’s Stage I liability findings, Plaintiff, through Class Counsel Gordon, Silberman, Wiggins & Childs (“Class Counsel”), entered into settlement discussions with Defendant for the purpose of attempting to settle the disputes underlying the action. Those negotiations have been successful. Plaintiff and Defendant have agreed to enter into a proposed Settlement Agreement as a full settlement of those disputes and this legal action. On March 13, 2003, Plaintiff, through Class Counsel, and the Defendant filed a Joint Motion and Stipulation Concerning Proposed Settlement Agreement, attached to which were, *inter alia*, the proposed Settlement Agreement and this proposed Order. A copy of the proposed Settlement Agreement is attached as Exhibit AA to this Order. Even though it is agreeing to the proposed Settlement Agreement, Defendant continues to deny all allegations of race discrimination contained in Plaintiffs’ Amended Complaint, and, notwithstanding this Court’s Memorandum Opinion and Declaratory Judgment, Defendant does not admit or concede that it has, in any manner, violated Title VII, Section 1981, or any other law prohibiting race or other discrimination.

Plaintiff and Defendant have agreed that the settlement of this case should proceed as a class action as described below in order that this settlement will constitute a

final and complete adjudication of the parties' and class members' rights, liabilities, and obligations, as set forth in the proposed Settlement Agreement.

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, Plaintiff and Defendant, through their respective counsel, jointly moved and stipulated that the Court enter an Order as follows:

1. For purposes of settlement, this case shall proceed as a class action pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure. The class represented by the Plaintiff shall be: All African-Americans who, at anytime since September 2, 1990, have taken and failed to pass the Technical Telephone Ability Battery ("T-Tab") Test administered by defendant South Central Bell. (Hereinafter referred to as the "Settlement Class.")

**BASED ON THE ABOVE STIPULATIONS, STATEMENTS OF  
COUNSEL FOR THE PARTIES, AND THE ENTIRE RECORD BEFORE THE  
COURT, THE COURT FINDS AS FOLLOWS:**

The parties have conditionally agreed to a proposed settlement. It appears to the Court that the proposed settlement and the proposed Settlement Agreement are the results of extensive arm's-length negotiations between the parties after lengthy and extensive litigation including voluminous formal and informal discovery, a Stage I trial, and other exchanges of information and discussions. After reviewing the terms of the proposed Settlement Agreement, in the context of the record in this action and the controlling legal authority, the Court finds that the proposed Settlement Agreement is sufficiently reasonable, adequate and fair, and consistent with relevant federal law, to warrant notice

thereof to be sent to members of the Settlement Class and a full hearing to be held on the fairness thereof.

**IT IS THEREFORE ORDERED THAT:**

1. The proposed Settlement Agreement and the settlement it embodies are hereby **PRELIMINARILY APPROVED**. Final approval and entry of the preliminarily approved Settlement Agreement is subject to the hearing of any objections of members of the Settlement Class to the proposed settlement embodied in the Settlement Agreement.

2. Pending the determination of the fairness of the preliminarily approved Settlement Agreement, all further discovery and proceedings in this action are hereby **STAYED**, and all rulings on all pending motions before the Court are hereby **DEFERRED**.

3. Should this Court or any reviewing court on direct appeal, and/or on writ of certiorari to the Supreme Court of the United States from a direct appeal to the United States Court of Appeals for the Eleventh Circuit, either refuse to approve the preliminarily approved Settlement Agreement or require modifications to the Settlement Agreement, the preliminarily approved Settlement Agreement shall be null and void, inadmissible and unusable in any future proceeding, and the Settlement Agreement shall not be considered a binding settlement agreement unless Plaintiffs and Defendant each expressly and voluntarily approve in writing any such modification by this Court or the reviewing court. If, in such event, Plaintiffs and Defendant do not each expressly and voluntarily approve in writing any such modification, then Plaintiffs' and Defendant's stipulation to the certification of the class for settlement purposes shall be withdrawn, and

Plaintiffs and Defendant shall retain all rights to appeal that class certification, the Court's liability determination, and any other issue that each had prior to the submission of the proposed Settlement Agreement to this Court.

4. Notice Procedures.

a. The Notice attached hereto as Exhibit BB is hereby **APPROVED**.

Within 20 days of the entry of this Order, the Claims Administrator shall begin distribution of the Notice by mailing said Notice by first class mail to the best available address for each member of the Settlement Class, as provided by Defendant and/or determined through the search processes identified in the preliminarily approved Settlement Agreement.

b. As specified in the Settlement Agreement, if any of these notices are returned as undeliverable, the Claims Administrator shall trace said notices in an attempt to locate an accurate address and shall send another copy of the Notice to the individual at the most likely address obtained through such tracing, if that address is different from the address to which the Notice was previously sent.

5. The manner and form of the Notice, as specified in Section 4, above, are hereby found to constitute an effective, and the most practicable notice under the circumstances of the pendency of the class action, proposed settlement, and fairness hearing to all Settlement Class members, inasmuch as the identity of each such individual, including their social security number, is known to Plaintiffs and Defendant.

Said distribution of the Notice constitutes due and sufficient notice for all purposes to all persons entitled to receive notice as required by due process and Rule 23 of the Federal Rules of Civil Procedure. Pursuant to the Settlement Agreement, all compensation payable to the Claims Administrator, including all of the Claims Administrator's fees and reasonable expenses, including but not limited to the costs of preparing and distributing the Notices as prescribed in Section 4, shall be payable from the Total Monetary Award (including any interest accumulated on the Combined Award and credited to the Total Monetary Award pursuant to Section VIII(B) of the Settlement Agreement).

6. The Claim Form, General Release and Release attached as Exhibits CC, DD, and EE are hereby **APPROVED**. The Claim Form and the pertinent form of the release shall be distributed to members of the Settlement Class by the Claims Administrator if and when this Court grants final approval to the preliminarily approved Settlement Agreement, and after such approval has become final by virtue either of no appeal of the Court's approval being filed or by any such appeal being fully exhausted. Once the Claim Form and pertinent form of release are initially distributed to members of the Settlement Class, which shall be done by first class mail to the most likely address identified for each individual during the notice distribution process, members of the Settlement Class shall have 60 days within which to complete and submit the Claim Form to the Claims Administrator. The precise date for this deadline will be determined by the Court upon the final approval of the Settlement Agreement, and will be identified in bold print on the Claim Form as the Claim Filing Deadline. The executed releases may be reviewed by Defendant to ensure that they have been properly signed and notarized, but shall be held in escrow by the Claims Administrator until the Settlement Class member

has received his or her check for the applicable amount of the settlement proceeds. Claim Forms will be deemed submitted on the postmark date shown on the envelope in which the completed Claim Form is mailed to the Claims Administrator. Failure to timely submit and properly execute a Claim Form by the Claim Filing Deadline shall bar the Settlement Class member from having his or her request for an award considered or from receiving any award pursuant to the proposed Settlement Agreement, absent good cause shown. In addition, prior to receiving his or her Individual Monetary Award, the Settlement Class Member must execute and deliver to the Claims Administrator the required Release. All Settlement Class members shall be bound by the judgment and release in this action as set forth in the preliminarily approved Settlement Agreement, whether or not they file timely and valid Claim Forms and submit executed releases.

7. It shall be the sole responsibility of each member of the Settlement Class who seeks a monetary award to notify the Claims Administrator if the class member changes his or her address. Failure of a Settlement Class member to keep the Claims Administrator apprised of his or her address may result in his or her claim being denied or forfeited.

8. The Notice approved in this Order constitutes the approved communication with the members of the Settlement Class regarding the terms of the preliminarily approved settlement, pursuant to this Court's authority and responsibility under Fed. R. Civ. P. 23(e). Neither the parties before this Court nor any third party is to communicate with any member of the Settlement Class in any way that is inconsistent with the approved Notice. Particularly, given the multi-factor method for calculating the relief any individual class member may receive under the preliminarily approved

Settlement Agreement, neither the parties to this lawsuit nor any third party is to communicate to the Settlement Class members, either directly or indirectly (such as through the media), regarding any speculation as to what individual settlement amounts may be, except in the manner expressly approved in the Notice. Nothing in this Order, however, shall prohibit Class Counsel and Defendant from communicating with the Settlement Class regarding the resolution of this case or the general terms of the preliminarily approved Settlement Agreement.

9. A hearing (the "Fairness Hearing") shall be held at 10 a.m. on June 6, 2003, at the United States District Courthouse, Courtroom \_\_, 1729 Fifth Avenue North, Birmingham, Alabama, at which time the Court shall consider the fairness of the preliminarily approved Settlement Agreement and whether it should be approved and entered by the Court.

10. Any member of the Settlement Class may object to the preliminarily approved Settlement Agreement by filing an objection and, if he or she so desires, appearing at the Fairness Hearing. To be considered by the Court, however, any objections to the final approval of the preliminarily approved Settlement Agreement must state the basis for the objection and must be submitted in writing, along with all other papers or briefs the objector wishes the Court to consider, to the office of the Clerk of the United States District Court, 1729 Fifth Avenue North, Birmingham, Alabama, reflecting a postmark on or before May 16, 2003 (the "Cutoff Date"), and served upon counsel for all parties. If any attorney will be representing an individual objecting to the preliminarily approved Settlement Agreement, the attorney shall file a notice of appearance with the Court and serve a copy of that notice on counsel for all parties on or



before the Cutoff Date. Any member of the Settlement Class who does not timely file and serve a written objection as specified above shall not be permitted to raise such objection, except for good cause shown, and any member of the Settlement Class who fails to object in the manner prescribed herein shall be deemed to have waived, and shall be foreclosed from raising, any such objection.

11. If objections are filed, Class Counsel, Defendant and the CWA may engage in discovery concerning those objections prior to the Fairness Hearing, and the otherwise applicable minimum time requirements for conducting discovery shall not apply. The parties shall serve on each other and file with the Court, on or before three days prior to the Fairness Hearing, any further documents they wish to submit to the Court in support of the preliminarily approved Settlement Agreement, including responses to any papers filed by objecting Settlement Class members.

**DONE and ORDERED**, in Birmingham, Alabama, this 14<sup>th</sup> day of March, 2003.

  
UNITED STATES DISTRICT JUDGE

Copies to Counsel of Record

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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

CARL WRIGHT, individually and	)	
on behalf of others similarly	)	
situated,	)	
Plaintiffs,	)	Civil Action Number:
	)	93-C-1530-S
FELICIA D. CARTER,	)	
	)	
Plaintiff-Intervenor,	)	
vs.	)	
	)	
SOUTH CENTRAL BELL,	)	
BELLSOUTH TELECOMMUNICATIONS,	)	
and COMMUNICATIONS WORKERS	)	
OF AMERICA,	)	
	)	
Defendants.	)	
_____	)	

**SETTLEMENT AGREEMENT**

I. **INTRODUCTION**

This Settlement Agreement (the "Agreement") has been voluntarily entered into by the parties engaged in this litigation, and has been submitted to the United States District Court for approval. Upon final approval by the Court, this Agreement will fully and finally resolve the litigation now pending between the parties.

This Agreement includes a joint statement of the purposes of the Agreement, a description of the history of the litigation, and various substantive provisions agreed upon by the parties.

## II. PURPOSES OF THE SETTLEMENT AGREEMENT

The parties have entered into this Agreement for the following purposes:

- A. To resolve all disputes covered by this Agreement in such a way as to avoid further expensive and protracted litigation;
- B. To create an expedited procedure for distributing a monetary settlement to eligible members of the Settlement Class; and
- C. To provide finality to the resolution of all claims and defenses asserted, or which could have been asserted, in this action.

## III. DEFINITIONS

The following terms when used in this Agreement, in addition to the terms defined elsewhere in the Agreement, shall have the following meanings:

A. “Adverse Impact Race Discrimination” means employment discrimination in violation of Section 2000e-2 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-2.

B. “Approval Date” means the date upon which the Court signs an Order approving the Settlement Agreement, after having determined that it is fair, adequate, and reasonable to the Settlement Class as a whole, after:

(i) notice to the Settlement Class; (ii) an opportunity for members of the Settlement Class to submit timely objections to the Agreement; (iii) appropriate discovery of the specifics of any such timely objections; and (iv) a hearing on the fairness of the settlement.

C. “Attorneys’ Fees Award” means the amount awarded to Class Counsel for fees, costs, and expenses as set forth in Section XIV of this Agreement.

D. “Claims Administrator” means the person selected by mutual agreement of Class Counsel and Counsel for Defendant to perform certain administrative duties required to carry out this Settlement Agreement, as set forth in Section XII of the Agreement.

E. “Class Counsel” means Robert F. Childs, Jr., Robert L. Wiggins, Jr., Samuel Fisher, and the law firm of Gordon, Silberman, Wiggins & Childs, PC.

F. “Combined Award” means the combined total of the Attorneys’ Fees Award and the Total Monetary Award as defined herein.

G. “Counsel for the Company” means C. Geoffrey Weirich, Robert L. Jackson, III, William C. Barker, and the law firm of Paul, Hastings, Janofsky & Walker LLP.

H. “Court” means the United States District Court for the Northern District of Alabama, Southern Division.

I. “Defendant,” and “the Company” mean BellSouth Telecommunications, Inc., formerly doing business as South Central Bell, with respect to its operations in the states of Alabama, Mississippi, Louisiana, Tennessee and Kentucky.

J. “Fees Verifier” means the person mutually selected to perform the duties set forth in Section XIV of this Agreement, which person is Joe Whatley, Esq. of Birmingham, Alabama.

K. “Final Approval” means the signing of an Order approving the Agreement on the Approval Date by the United States District Court for the Northern District of Alabama, and either: (1) the expiration of the time for filing a direct appeal from the Court’s approval of the Agreement, without a notice of appeal having been filed; or (2) if a timely direct appeal is filed, the final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Agreement.

L. “Final Approval Date” means the date upon which Final Approval of this Settlement is attained.

M. “Individual Monetary Award” means that portion of the Total Monetary Award that is allocated to a particular eligible Settlement Class Member according to the terms and procedures set forth in this Settlement Agreement.

N. “Liability Period” means the time from September 2, 1990 through September 15, 1995 when the T-TAB was administered by and/or considered by the Company in selecting candidates for certain non-management technical positions in the states of Alabama, Mississippi, Louisiana, Tennessee and Kentucky.

O. “Designated Settlement Class Member” means any Settlement Class Member who is eligible to receive points under Section IX(B)(1)(f) of this Settlement Agreement.

P. “Plaintiff” means the original named plaintiff in the *Wright* litigation, Carl D. Wright.

Q. “Preliminary Approval Date” means the date upon which the Court entered an Order preliminarily approving this Agreement, pending notice, an opportunity to submit objections to the Agreement, and a fairness hearing thereon. That date is \_\_\_\_\_.

R. “Settlement Class” means the class certified in the Court’s October 24, 1994 Order (entered October 25, 1994), as modified with respect to time frame in the Court’s September 10, 2002 Memorandum Opinion on liability issues, such that the class includes all African-American individuals, whether employees of the Company or applicants for employment, who took and failed the T-TAB test given by South Central Bell in its five-state area (Alabama, Mississippi, Louisiana, Tennessee and Kentucky) between September 2, 1990 and September 30, 1994. The



“Settlement Class” is certified for settlement purposes only, as set forth in Section VI.A of this Agreement.

S. “Settlement Class Member” means any member of the Settlement Class, including, unless otherwise specified, any Designated Settlement Class Member as defined herein, which in turn includes the Plaintiff and the Settlement Class Representatives.

T. “Settlement Class Representatives” means Plaintiff Carl D. Wright and no more than two other Designated Settlement Class Members to be identified by Class Counsel pursuant to Section VI(C), below.

U. “T-TAB” means the Telephone Technical Ability Battery administered by the Company and/or considered by the Company in selecting candidates for certain non-management technical positions in Alabama, Mississippi, Louisiana, Tennessee and Kentucky during the Liability Period.

V. “Total Monetary Award” means the total amount of monetary relief to be paid to Settlement Class Members pursuant to this Agreement.

#### IV. LITIGATION BACKGROUND

On September 2, 1992, Carl D. Wright filed a charge of discrimination against South Central Bell with the Birmingham, Alabama office of the U.S. Equal Employment Opportunity Commission (“EEOC” or the “Commission”). On May 5, 1993, Mr. Wright received a Notice of Right to Sue from the EEOC.

On July 30, 1993, Mr. Wright filed a Complaint against South Central Bell alleging violations of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000(e), *et seq.* (“Title VII”), and Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981 (“Section 1981”). On August 27, 1993, Mr. Wright amended his Complaint to add allegations of class-wide discrimination. The Amended Complaint commencing this lawsuit, which is now<sup>1</sup> titled *Wright, et al. v. South Central Bell, BellSouth Telecommunications, and Communication Workers of America*, Civil Action No. 93-C-1530-S (“the *Wright* lawsuit”), was filed in the United States

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<sup>1</sup> On November 24, 1993, the pleadings were amended to add BellSouth Telecommunications, Inc. (“BST”) as a Defendant. Effective December 31, 1991, South Central Bell was merged into Southern Bell Telephone and Telegraph Co. The name of the surviving company was changed to BST,  
(continued...)

District Court for the Northern District of Alabama, Southern Division, and alleged that South Central Bell engaged in unlawful discrimination on the basis of race against Mr. Wright and a class of allegedly similarly situated African-American candidates in filling certain non-management technical positions in the Company's operations in the five-state area that comprised South Central Bell. Mr. Wright's claims, his charge of discrimination filed with the EEOC, and the Complaint, Amended Complaint, Second Amended Complaint, and Class Certification in the *Wright* lawsuit have at all times been limited to the use of the T-TAB in the Company's operations in the five former South Central Bell states (Alabama, Kentucky, Louisiana, Mississippi and Tennessee).

Defendant categorically denies that it has engaged in any practice of race discrimination against the Settlement Class Representative, any Settlement Class Member, or any other African-American candidate for any non-management technical position, whether in the form of intentional race

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(...continued)

but South Central Bell continued to exist as a "d/b/a" entity of BST for several years.

discrimination or Adverse Impact Race Discrimination. The Company maintains that its African-American employees, as well as African-American external candidates for non-managerial technical craft positions, have had equal employment opportunity and have been selected and promoted for non-management technical positions on the same terms and conditions as the Company's similarly situated non-African-American employees and candidates, through the use of selection mechanisms that are valid, job-related and consistent with business necessity.

After an initial discovery period, the Court on September 28, 1994 directed Plaintiff to file a Definition of the Proposed Class. On October 17, 1994, Plaintiff filed a Certification of Compliance with the Court's September 28, 1994 Order, and a Definition of Proposed Class as follows:

All African-American candidates for the positions at issue, including employees, former employees, and applicants and potential applicants who would have applied or been considered in the absence of the practices challenged in this lawsuit.

The "positions at issue" are those positions for which defendant has required candidates to take and pass either the Technical Telephone Ability Battery (TTAB) or the Programmer Telephone Ability Battery (PTAB) test. The "practices challenged in this lawsuit" include, but are not limited to, the TTAB test, the PTAB test, the time in title

requirement, the college degree requirement, the inconsistent or selective use of criteria, the subjective decisionmaking process, and intentional disparate treatment.

The Company filed a Brief in Opposition to Class Certification on October 19, 1994. On October 24, 1994, Plaintiff filed a Memorandum in Support of Class Certification asking the Court to certify, pursuant to Rules 23(a) and 23(b)(2) of the Federal Rules of Civil Procedure, the class set forth in Plaintiff's Definition of Proposed Class and further requesting that the proposed class liability period extend from September 2, 1990 (two years before the filing of Mr. Wright's EEOC charge) to the present, and that the class include all African-American candidates for relevant positions at all of the Company's facilities. .

On October 24, 1994, the Court conducted a class certification hearing. After receiving evidence and hearing argument, the Court declined to certify Mr. Wright as a representative of a class challenging the P-TAB, college degree, or time-in-title requirements, but signed an Order (entered October 25, 1994) certifying the following class under Fed. R. Civ. P. 23(b)(2):

Based on the Findings and Conclusions dictated into the record at the end of the evidentiary hearing, plaintiff Carl Wright is

hereby certified as the representative of the class consisting of all African-Americans who, at anytime since September 30, 1990, have taken and failed to pass the Technical Telephone Ability Battery ("T-Tab") Test administered by defendant South Central Bell.

The Court declines to certify Carl Wright as a representative of the class of African-American employees of defendant who have been adversely affected by the "time in title" provision of the applicable collective bargaining agreement.

Appropriate notices were issued to members of the certified class (unsuccessful African-American T-TAB test takers at the Company during the relevant time) and to African-American employees of Defendant who were excluded from the class by virtue of the Court's decision not to certify a class challenging the time-in-title requirement.

On March 11, 1994, Felicia Carter sought permission to intervene in this suit. Although Carter received the Court's permission to intervene in this action, her claims against the Defendant were resolved on September 15, 1994, by the grant of Defendant's motion for summary judgment in *Jennings, et al. v South Central Bell, et al.*, Civil Action No. 93-PT-1338-S. The parties concur that Ms. Carter is not a Settlement Class Member. On September 6, 1994, Tommy Marsh also sought to intervene in this matter. Marsh's motion for permission to intervene was denied, but the Court

ordered on September 15, 1994 that he could initiate his own suit and that it would be consolidated with this litigation. Marsh's claims were subsequently dismissed with prejudice on March 1, 1995. Harold Humphrey and Rita Long sought to intervene on April 24, 1995, but withdrew their motions on June 12, 1995 and June 14, 1995, respectively. Eric Charles sought to intervene on December 13, 1996, but his request to intervene was denied as untimely on March 30, 2001.

Following the class certification order, the parties resumed discovery concerning the merits of Mr. Wright's individual and class claims. Discovery included the production of extensive documents from and to the Company; production of the Company's computerized personnel and testing data; interrogatories to and depositions of Mr. Wright; depositions of numerous Company representatives; and substantial expert discovery. The parties' discovery on merits issues continued through August 1995.

On July 17, 1995, the Company filed a motion for summary judgment regarding all claims of Mr. Wright. That motion was denied by Order dated August 7, 1995 (and entered August 8, 1995).

On June 30, 1995, the Court entered its Pretrial Order for the Stage I (liability) trial of the Rule 23(b)(2) class claims brought by Mr. Wright. As the Stage I Pretrial Order noted, the second phase of trial, if any, would address remedial issues.

During August 1995, the Court conducted the Stage I trial. Both Mr. Wright and the Company called expert and other witnesses. At the close of the evidence, the Court held that it was not prepared to find a violation of Section 1981, which requires purposeful discrimination. On August 23, 1995, Defendant filed its Motion for Judgment at Close of all the Evidence and Motion to Decertify the Class. In 1996, the Court reopened the record to receive additional evidence on the liability issues.

On September 10, 2002, the Court issued its Memorandum Opinion regarding class liability. The Court concluded that Defendant failed to properly validate the T-TAB, and that, because of the T-TAB's adverse impact against African-Americans, Plaintiff had proven a violation of Title VII. The Court therefore ordered a Stage II trial on damages.

The Court also issued a Declaratory Judgment on September 10, 2002, stating that the use of the T-TAB by Defendant had an adverse impact on



African-American employees and applicants for employment and that because the test had not been validated properly its use was unlawful. The Memorandum Opinion and Declaratory Judgment had not been appealed prior to the parties reaching the settlement set forth herein.

By its Order dated October 3, 2002, the Court scheduled a Stage II discovery period from December 1, 2002 through January 31, 2003. The Stage II trial was scheduled to begin on February 25, 2003. During the Stage II discovery period, Defendant served written discovery on all 843 Settlement Class Members, issued notices for the deposition of 250 Settlement Class Members, and deposed 94 Settlement Class Members. Class Counsel likewise served extensive written discovery on Defendant and issued an extensive 30(b)(6) deposition notice. In response to Plaintiff's written discovery requests, the Company produced the current personnel files and other residual personnel documents for the employee class members; the current personnel files and other residual documents of comparators (*i.e.*, those employees who successfully moved from non-technical craft jobs to non-management technical craft positions); electronic information regarding the names, race, job title histories, wage histories,

work addresses, and seniority data of such individuals; and the selection files for employees who sought to move from non-technical craft jobs to non-management technical craft positions. Defendant also produced numerous other documents, including, without limitation, extensive information regarding its job bid process, the job descriptions for the positions at issue, and the processes by which individuals were selected for these non-management technical craft positions.

Also during the Stage II discovery period, the parties filed numerous motions. Those motions included a “Renewed Motion for Summary Judgment Based on Mr. Wright’s Failure to File a Timely EEOC Charge and Motion to Decertify the Class,” a “Motion for Summary Judgment on Plaintiff Carl Wright’s Individual and Class Claims for Lack of Standing Due to the Pendency of His Bankruptcy Petition, and Based Thereon, for Decertification of the Class,” and a “Motion to Dismiss Claims of Non-Responsive Class Members,” submitted by Defendant, and a “Motion for Protective Order,” and “Motion to Compel” submitted by Plaintiffs.

During November 2002, Class Counsel and the Company also began mediated settlement negotiations. The parties continued the mediation

process even after the Stage II discovery began. These negotiations, which were mediated by highly qualified and experienced employment class action mediator Hunter R. Hughes, III, Esq., were conducted at arm's length and without collusion. These efforts resulted in an agreement to settle this action. The terms of the parties' agreement are contained in this Settlement Agreement.

The Settlement Class Representative has vigorously prosecuted this case, and Defendant has vigorously contested it. The parties agree that the formal and informal discovery conducted in this action is sufficient to assess reliably the merits of the respective parties' positions and to compromise the issues on a fair and equitable basis. As indicated by the signature of Class Counsel and Counsel for the Company at the end of this document, the Plaintiff, on behalf of the Settlement Class, and the Defendant have consented to the Court's approval of this Settlement Agreement.

#### V. JURISDICTION

The Court has jurisdiction over the parties and the subject matter of the *Wright* lawsuit. The Amended Complaint asserts claims that, if proven,

would authorize the Court to grant the monetary relief set forth in this Agreement. Venue is proper in this District.

## VI. SETTLEMENT CLASS

### A. Definition

For purposes of this Agreement, and for such purposes only, the Settlement Class is certified pursuant to Federal Rule of Civil Procedure 23(b)(2) and consists of the class as defined in the Court's October 24, 1994 Class Certification Order, as modified with respect to time frame by the Court's September 10, 2002 Memorandum Opinion on liability. It includes all African-American employees of the Defendant and applicants for employment with Defendant who unsuccessfully took the T-TAB in Alabama, Kentucky, Louisiana, Mississippi, and Tennessee between September 2, 1990 and September 30, 1994. The parties agree and stipulate that the Settlement Class is comprised of the list of persons attached hereto and incorporated herein as Exhibit A.

### B. No Opt-Out Rights

Inasmuch as the Settlement Class is certified pursuant to Fed.

R. Civ. P. 23(b)(2), members of the Settlement Class have no right to opt out of the settlement reflected in this Settlement Agreement.

C. Additional Class Representatives

Defendant stipulates, solely for purposes of this proposed settlement, that no more than two Designated Class Members may be added as Settlement Class Representatives in this case, not less than three days prior to the hearing to consider the fairness of this Settlement Agreement, notwithstanding that the time for adding parties has long passed. In the event that this Settlement Agreement is not approved by the Court, then this stipulation by Defendant shall be null and void, and the additional Settlement Class Representatives shall be dismissed; this dismissal shall be without prejudice to Plaintiffs' right to move for their addition over Defendant's objection. If this Settlement Agreement is not approved, Defendant's entry into this stipulation shall not be deemed to waive or prejudice any of Defendant's rights or arguments against the addition of new plaintiffs into the *Wright* lawsuit at this stage of the litigation.

VII. EFFECT OF LACK OF FINAL APPROVAL

A. Preservation of Rights

In the event that Final Approval of this Agreement is not attained, nothing herein shall be deemed to waive the Plaintiffs' objections or positions presented in litigating this matter, and the Plaintiffs specifically reserve the right to challenge any Court ruling or Order. Similarly, in the event that Final Approval of this Agreement is not attained, nothing herein shall be deemed to waive Defendant's objections and defenses to the Court's Class Certification Order dated October 24, 1994, to the Court's September 10, 2002 Memorandum Opinion, or to any other ruling, holding, or finding of whatsoever nature in the *Wright* lawsuit, and this Agreement shall not then be admissible in any court regarding the propriety of the Court's Class Certification Order dated October 24, 1994, the Court's September 10, 2002 Memorandum Opinion, or any other ruling, holding, or finding of whatsoever nature in the *Wright* lawsuit. Without limiting the foregoing, in the event Final Approval of this Agreement is not attained, Plaintiffs and Defendant retain their rights to seek rulings on the dispositive and other motions pending before the Court at the time of the February 7, 2003 pretrial

conference, and ultimately to pursue any available appeals from any and all decisions by the Court, including, but not limited to, the Court's class certification Order and Memorandum Opinion on liability.

B. Effect of Failure to Approve a Non-Material Provision of the Settlement Agreement

In the event the Court declines to approve or modifies a non-material provision of this Settlement Agreement, the parties hereto agree that the material terms of the Settlement Agreement shall continue to be in full force and effect. For purposes of this subsection VII(B), the parties agree that the term "material provision" means those terms of the Agreement that affect the substantive rights of the Company or the Plaintiffs, which includes but is not limited to those portions of the Agreement that affect in any way: (1) the amount of money to be paid by the Company and received by the Settlement Class and Class Counsel, or the timing under which that money will be paid; (2) the entitlement of all members of the Settlement Class who submit a timely Claim Form to obtain a minimum of \$5,000 in monetary relief; (3) the negotiated language of the Release obtained from members of

the Settlement Class who are not Designated Settlement Class Members, (4) the negotiated language of the General Release obtained from Designated Settlement Class Members; (5) the requirement that non-Designated Settlement Class members' individual monetary awards can be no greater than \$30,000; (6) the requirement that the highest individual monetary award for a Designated Settlement Class Member, other than the Plaintiff, can be no greater than 150% of the maximum individual monetary award available to any non-Designated Settlement Class Member; (7) the requirement that the individual monetary award for the Plaintiff can be no greater than twice the maximum individual monetary award available to any non-Designated Settlement Class Member; (8) the requirement that any breach of a Settlement Class Member's agreement to keep confidential the amount of monetary relief received hereunder shall be considered a material breach of the pertinent form of release; and (9) the provision that there will not be any right to opt out of the settlement. Provided, however, that in the event the Court declines to approve one of the foregoing material provisions of this Settlement Agreement, Plaintiffs and Defendant may, at their option, jointly agree in a signed document that the remaining provisions of this Settlement



Agreement shall remain effective notwithstanding their absolute right under this section to unilaterally abrogate the Settlement Agreement because one of the material provisions was not approved by the Court.

#### VIII. TOTAL MONETARY AWARD

##### A. Total Monetary Award to Settlement Class

For and in consideration of the mutual promises set forth in this Agreement, including but not limited to the release and confidentiality agreement provisions set forth in Section X of this Agreement, Defendant will pay to the Settlement Class a Total Monetary Award in the amount of Six Million Dollars (\$6,000,000.00). Such Total Monetary Award shall constitute all relief of whatsoever nature claimed by or allegedly owed to the Settlement Class, including the Settlement Class Representatives, as relief in connection with their claims of either intentional racial discrimination or Adverse Impact Race Discrimination, which were or could have been asserted in the *Wright* lawsuit, whether in the form of back pay, front pay, lost benefits, interest, or any other relief permitted under Title VII.

##### B. Investment of Total Monetary Award

The Total Monetary Award, together with the Attorneys' Fees Award set forth in Section XIV of this Agreement, collectively constituting the Combined Award, shall be funded and invested in accordance with Section XIV.G of this Agreement on or before 90 days after the Preliminary Approval Date. Any interest accumulated on the Combined Award following that date will be credited to the Total Monetary Award.

C. Costs Included in the Total Monetary Award

The Total Monetary Award, plus all interest earned on the Total Monetary Award pursuant to subsection B of this Section VIII, shall be used to pay all Individual Monetary Awards to Settlement Class Members and the Settlement Class Representatives made pursuant to Section IX of this Agreement, as well as all the costs of administering the Agreement as set forth in Section XIII of this Agreement.

D. Allocation of Total Monetary Award

The Total Monetary Award shall be allocated between back pay (including recompense for lost back pay, front pay, benefits, and other equitable relief available under Title VII) (the "back pay portion") and

prejudgment interest (the “prejudgment interest portion”), in respective proportions as warranted by the facts and the law. In light of the duration of this litigation and the statutory limitations period covered by it, the parties stipulate that such a reasonable allocation is 57% for the back pay portion and 43% for the prejudgment interest portion.

IX. INDIVIDUAL MONETARY AWARDS

A. Identification of Settlement Class Members Eligible to Receive An Individual Monetary Award

1. The Claims Administrator shall follow the procedures set forth in Section XI of this Agreement to identify the current mailing address of each Settlement Class Member and shall send that individual’s Notice to his or her most current mailing address, as identified through these procedures. Following Final Approval, the Claims Administrator shall provide a Claim Form to each such Settlement Class Member at the address identified in the course of sending the Court-ordered Notice.

2. Individual Monetary Awards shall be made to each Settlement Class Member (including the Settlement Class Representatives) who returns a timely Claim Form pursuant to the procedures set forth in

Section XI of this Agreement, and to no other person or entity whatsoever.

*Provided, however,* that the cumulative amount of the Individual Monetary Awards (to all eligible Settlement Class Members), plus the costs of administration of the settlement, shall not exceed the Total Monetary Award, including interest earned pursuant to subsection VIII(B).

**B. Calculation of Individual Monetary Awards**

1. The amount of the Individual Monetary Award payable to each Settlement Class Member who returns a timely Claim Form pursuant to the procedures in Section XI of this Agreement shall be determined by a point system under which points are awarded to each Settlement Class Member based on a formula which includes the following factors:

a. The Settlement Class Member's total length of employment with the Company.

b. The earliest date within the Liability Period on which the Settlement Class Member took and did not pass the T-TAB test.

c. Whether the Settlement Class Member had previously held a non-management technical craft position with the Company.

d. The amount of post-high school education of the Settlement Class Member.

e. The active participation of the Settlement Class Member in discovery conducted in the *Wright* lawsuit.

f. Whether the Settlement Class Member was deposed in the *Wright* lawsuit.

g. Leadership of the Settlement Class Representative in filing and processing this action to conclusion.

2. Initially, \$5,000 shall be allocated from the Total Monetary Award to each Settlement Class Member who submits a timely Claim Form. The total number of points awardable to Settlement Class Members shall be divided into the remaining portion of the Total Monetary Award to determine the value of each point. The amount of each Individual

Monetary Award thus shall depend on the number of Claim Forms timely submitted by the Settlement Class Members and upon the total number of points allocable among those Settlement Class Members. *Provided, however,* that no Settlement Class Member's Individual Monetary Award shall be less than Five Thousand Dollars (\$5,000.00), and, except with respect to Designated Settlement Class Members, as described in Section IX(B)(3), below, no Settlement Class Member's Individual Monetary Award shall exceed Thirty Thousand Dollars (\$30,000.00).

3. Designated Settlement Class Members are those Settlement Class Members to whom additional settlement points will be awarded under Section IX(B)(1)(f) based upon their having given deposition testimony in the *Wright* lawsuit. *Provided, however,* that no Designated Settlement Class Member except the Plaintiff shall receive an Individual Monetary Award that is more than 150% of the value of the maximum Individual Monetary Award payable to any non-Designated Settlement Class Member, as described in Section IX(B)(2), above, and further provided that the Plaintiff shall receive an Individual Monetary Award that is not more

than twice the value of the maximum Individual Monetary Award payable to any non-Designated Settlement Class Member.

C. Allocation of Individual Monetary Awards

The allocation between the back pay portion and the prejudgment interest portion of each Individual Monetary Award shall be the same as the respective allocations for the Total Monetary Award set forth in Section VIII.D of this Agreement.

D. Tax Responsibilities

1. Before distribution of any Individual Monetary Award, Defendant, or at Defendant's option, the Claims Administrator, shall calculate and withhold from each Settlement Class Member's Individual Monetary Award the amount due for federal, state, and local income taxes, as well as the amount due for the Settlement Class Member's share of F.I.C.A. (i.e. the employee's share of F.I.C.A.) on the back pay portion of the Individual Monetary Award, and any other legally required deductions, shall remit those amounts to the appropriate governmental authority, and shall, within the time required by law, issue the necessary W-2 and 1099 forms to the Settlement Class Members.

2. Each Settlement Class Member to whom an Individual Monetary Award is distributed pursuant to this Agreement shall be personally responsible for payment of all applicable local, state and federal taxes (including any related interest, fines, or penalties) on the amounts received by and/or allocable to that Settlement Class Member under this Settlement Agreement, except that the Company will retain the obligation to pay the employer's share of F.I.C.A. on the portion allocated to back pay. As stated in Section IX(D)(1), a portion of the gross amount will be withheld from the monetary award and submitted on the Settlement Class Member's behalf to the relevant taxing authorities, but the Settlement Class Member remains ultimately liable for these tax responsibilities.

E. Timing of Distribution of Individual Monetary Awards

Each Settlement Class Member's Individual Monetary Award, as determined and allocated pursuant to the procedures set forth in parts IX.B and IX.C of this Agreement, shall be distributed by the Claims Administrator via first class United States Mail to the address provided on the Settlement Class Member's Claim Form (or such other more current address provided by the Settlement Class Member to the Claims



Administrator) no later than sixty (60) days after either the Final Approval Date or the date the Claims Administrator receives such person's executed release pursuant to Section X of this Agreement, whichever is later.

F. Reversion of Unclaimed Amounts

In the event that there are funds remaining in the Total Monetary Award, including interest earned pursuant to Section VIII(B), after the disbursement of Individual Monetary Awards, due to reasons such as the Claims Administrator not being able within a reasonable period of time to successfully distribute Individual Monetary Awards to one or more Settlement Class Members who filed a timely Claim Form, each Settlement Class Member who actually received and cashed an Individual Monetary Award shall be entitled to receive a supplemental monetary award pursuant to this Settlement Agreement, in the form of a pro-rata share of those remaining funds (after first subtracting the costs of the supplemental distribution), less applicable withholding and deductions. However, if in the sole discretion of Class Counsel the remaining fund amount is so small that such a pro-rata supplemental distribution is inefficient or unduly burdensome, Class Counsel will direct the Claims Administrator to

contribute any such remaining sum to the United Negro College Fund in the name of the Plaintiff and the Defendant.

X. RELEASE OF CLAIMS

A. Release of Claims by Settlement Class Members Other Than Designated Class Members

Upon Final Approval of the Settlement Agreement, and prior to distribution of any Individual Monetary Award to any Settlement Class Member (other than a Designated Settlement Class Member) as set forth in Section IX.E of this Agreement, each such Settlement Class Member shall execute the release attached hereto and incorporated as Exhibit B.

B. Release of Claims by Designated Settlement Class Members

Upon Final Approval of the Settlement Agreement, and prior to distribution of any Individual Monetary Award to any Designated Settlement Class Member as set forth in Section IX.E of this Agreement, each such Designated Settlement Class Member shall execute the general release attached hereto and incorporated herein as Exhibit C.

C. Confidentiality Provision

1. The release that must be executed by each Settlement Class Member in order to obtain an Individual Monetary Award contains a confidentiality provision prohibiting said Settlement Class Member from disclosing to any other person or entity whatsoever the amount of the Individual Monetary Award such person shall or did receive pursuant to this Settlement Agreement, subject only to the limited exceptions contained in the relevant form of the Release.

2. A breach of the confidentiality provision of an individual Settlement Class Member's release shall be deemed a material breach of the entire release, entitling the Company to recover any and all relief available at law or in equity, including but not limited to potential monetary damages. In any such litigation over an alleged breach of the confidentiality provision, the prevailing party may be awarded his, her or its reasonable attorneys' fees and expenses.

XI. NOTICE AND CLAIMS PROCEDURE

A. Form of Notice and Claim Form

The notice to be distributed to each Settlement Class Member shall be in the form attached hereto and incorporated herein as Exhibit D.

**B. Locating Settlement Class Members**

1. The Claims Administrator shall follow the procedures set forth in this Section XI.B to ensure that all reasonable efforts are made to locate and mail to each Settlement Class Member a copy of the notice.

2. Each mailing to every Settlement Class Member shall be via first class United States Mail.

3. With respect to Settlement Class Members who are current or former employees of the Company, the notice initially shall be mailed to the Settlement Class Member's last known home address provided by Defendant, which shall use available payroll, benefits, retirement, or other Company records. Any such Settlement Class Members whose notice is returned undeliverable shall be traced by using each such person's Social Security number (if available) to attempt to locate each such person through on-line/internet search providers. Notices shall then be remailed to such individuals at the most likely address obtained through such tracing.

4. For each Settlement Class Member who is not a current or former employee of the Company, the Claims Administrator shall trace their address by using each such person's Social Security number (if available) to attempt to locate each such person through on-line/internet search providers. Notices shall then be mailed to such individuals at the most likely address obtained through such tracing.

C. Return of Claims Forms

To be eligible to be considered for an Individual Monetary Award in accordance with Section IX of this Settlement Agreement, each Settlement Class Member must return his or her Claim Form to the Claims Administrator, by the date established by the Court in its hearing on final approval of the Settlement Agreement.

D. Settlement Class Members' Responsibility

It shall be the sole responsibility of each Settlement Class Member who seeks an Individual Monetary Award to advise the Claims Administrator promptly of any change in his or her address. A Settlement Class Member's failure to keep the Claims Administrator apprised of his or

her current address may result in his or her request for an Individual Monetary Award being denied.

## XII. CLAIMS ADMINISTRATOR

### A. Appointment

Class Counsel and Counsel for the Company have jointly selected as the Claims Administrator Settlement Services, Inc., P.O. Box 1109, Tallahassee, Florida 32302-1109, Toll-free telephone number 877-385-6192.

### B. Duties

The duties of the Claims Administrator appointed for purposes of this Settlement Agreement shall be:

1. Supervision of the notice and claims procedure in accordance with Section XI of this Agreement;
2. Distribution of Individual Monetary Awards in accordance with Section IX of this Agreement;

3. Final and binding resolution of any disputes regarding the payment of any Individual Monetary Award pursuant to Section IX of this Agreement; and

4. Such other duties and responsibilities as Class Counsel and Counsel for the Company may mutually and in a joint writing confer upon the Claims Administrator.

C. Compensation

1. Class Counsel and Counsel for the Company shall, in consultation with the Claims Administrator, agree upon the terms and conditions of employment for the Claims Administrator.

2. All compensation payable to the Claims Administrator, including both fees and reasonable expenses, shall be payable from the Total Monetary Award (including any interest accumulated on the Combined Award and credited to the Total Monetary Award pursuant to Section VIII.B of this Agreement).

XIII. COSTS OF ADMINISTERING THE SETTLEMENT AGREEMENT

The following costs associated with the administration of this Settlement Agreement and the distribution of Individual Monetary Awards shall be paid out of the Total Monetary Award (including any interest accumulated on the Combined Award and credited to the Total Monetary Award, pursuant to Section VIII.B of this Agreement):

- A. The reasonable and necessary costs of notices, mailings, and other administrative settlement procedures;
- B. The fees and expenses of the Claims Administrator;
- C. The costs of producing and mailing or otherwise distributing the checks containing the Individual Monetary Awards to Settlement Class Members in accordance with Section IX.E of this Agreement;
- D. The costs incurred in calculating and submitting all necessary employment and withholding taxes and documentation to appropriate government agencies, and the distribution of all pertinent tax withholding and 1099 or W-2 forms to each Settlement Class Member, as provided in Section IX(D)(1) of this Agreement, *provided, however*, that individual Settlement Class Members at all times remain fully responsible for ensuring the appropriate payment of employment and income taxes on the amounts



received by and/or allocable to that Settlement Class Member under this Settlement Agreement, as specified in Section IX(D)(2) of this Agreement; pursuant to Section IX(D)(1), a portion of the gross amount will be withheld from the monetary award and submitted on the Settlement Class Member's behalf to the relevant taxing authorities, but the Settlement Class Member remains ultimately liable for these tax responsibilities;

E. Any fees and expenses charged by the Fee Verifier.

F. Any costs incurred in doing a supplemental distribution pursuant to Section IX(F).

#### XIV. ATTORNEYS' FEES, COSTS AND EXPENSES

##### A. Agreement to Pay Fees and Costs

The parties have agreed that it is appropriate as part of this Settlement Agreement for the Company to pay to Class Counsel, on behalf of the Settlement Class and the Settlement Class Representatives, reasonable attorneys' fees, litigation expenses, and costs in this case.

B. Class Counsel's Supporting Records

No later than five (5) days following the Final Approval Date, Class Counsel will provide to the Fees Verifier documentation of the hours expended by and billing rates of all attorneys or other timekeepers who have worked on the *Wright* lawsuit since its inception, plus expenses incurred. After reviewing these records, the Fees Verifier will confirm to Counsel for the Company the aggregate amount of the fees and expenses.

C. Amount of Attorneys' Fees and Costs Awardable

Twenty days after the Final Approval Date, the Company will pay Class Counsel an award of reasonable attorneys' fees, litigation expenses, and costs in the amount equaling the lesser of (1) the amount confirmed by the Fees Verifier, or (2) Two Million Dollars (\$2,000,000.00).

D. Fees and Costs Included in the Award

The attorneys' fees and costs payable to Class Counsel pursuant to this Agreement shall be for all work performed and costs and expenses incurred through and including the Final Approval Date. Class Counsel

shall not be entitled to any additional award of attorneys' fees, costs and expenses in relation to the litigation and/or settlement of this case.

E. Investment Procedure

Within ninety (90) days of the Preliminary Approval Date, the Combined Award shall be funded by Defendant and invested in federal "T-Bills" or a Treasury Money Market Fund or other comparable competitive interest-bearing accounts or instruments. The Combined Award shall continue to accrue interest on the funds therein until those funds are disbursed from the Combined Award as provided herein.

F. Use of Accrued Interest

The costs of administration set forth in Section XIII of this Agreement shall be paid from the Total Monetary Award (including any interest accumulated on the Combined Award and credited to the Total Monetary Award).

G. Effect on Payment of Individual Monetary Awards

The payment of Individual Monetary Awards shall not occur until sufficient interest has accrued on the Combined Award to fund all costs of administration set forth in Section XIII of this Agreement.

H. Mediation Fees

Class Counsel will be reimbursed for the amounts they have advanced to pay Plaintiffs' share of the fees charged by the Mediator. This reimbursement shall be paid from the Total Monetary Award (including any interest accrued on the Combined Award and credited to the Total Monetary Award). This reimbursement will be made concurrently with the payment to Class Counsel under Section XIV(C).

XV. PUBLICITY REGARDING THE SETTLEMENT AGREEMENT

The parties agree to the following provisions related to confidentiality of the settlement and the Settlement Agreement. Nothing in this Section XV is intended to or should be read as limiting or modifying in any way the confidentiality provision of each Settlement Class Member's individual release, as set forth in Section X.C of this Agreement.

A. No Media Coverage Initiated by Class Counsel

Class Counsel will not initiate or cause any media coverage of the settlement or the Settlement Agreement or of any matter whatsoever related to or referring to the *Wright* lawsuit.

B. Class Counsel Responses to Media Inquiries

Consistent with Section XV.A, above, Class Counsel and Counsel for the Company may respond to media inquiries regarding the settlement, this Settlement Agreement, and the *Wright* lawsuit, in a manner that is consistent with the Court-approved Settlement Agreement, provided that neither party's counsel shall speculate regarding the potential individual monetary awards, and if asked about such awards will instead direct the media to the Settlement Agreement itself.

C. No Third-Party-Initiated Media Coverage

Inasmuch as the Court is responsible for approving and controlling communications with the Settlement Class about the existence and terms of this Settlement Agreement, all third parties shall ensure that all their media communications are consistent with the Court-approved Notice.

D. Defendant's Confidentiality Directive

The Company shall direct all employees, officers, and agents who have knowledge of the amounts of Individual Monetary Awards paid or payable to individual Settlement Class Members that they may not disclose to any other person or entity (including any employee, officer, or agent of the Company who does not have such knowledge), directly or indirectly, in form or in substance, the amount of the Individual Monetary Award paid or payable to any Settlement Class Member (including Designated Settlement Class Members) pursuant to this Settlement Agreement.

E. No Speculation

Neither the parties to this Settlement Agreement nor any third party shall speculate to Settlement Class Members about the individual recoveries that they may receive.

XVI. RETURN OF DOCUMENTS BY CLASS COUNSEL

No later than forty-five (45) days following the Final Approval Date, Class Counsel shall return to Counsel for Defendant all documents,

papers, records, recordings, data, computer tapes, or other information or writings of whatsoever nature that have been produced by Defendant to Class Counsel in connection with the *Wright* lawsuit and/or this Settlement Agreement, and all summaries, excerpts or analyses thereof, and shall keep no copies. Counsel for the Company will make arrangements to pick up these materials from Class Counsel when they are made available.

**XVII. NO ADMISSION OF LIABILITY**

This Settlement Agreement represents the compromise of disputed claims that the parties recognize would require further protracted and costly litigation to determine. Defendant denies that it has engaged in any policy, pattern, or practice of unlawful race discrimination or Adverse Impact Race Discrimination, and its entry into this Settlement Agreement is not, and may not be used by any person as, an admission or evidence that the Company has on any occasion engaged in race discrimination, Adverse Impact Race Discrimination, or any other discriminatory employment practices, such being expressly denied.

**XVIII. MODIFICATION AND SEVERABILITY**

A. Severability

Whenever possible, each provision and term of this Agreement shall be interpreted in such a manner as to be valid and enforceable; provided, however, that in the event that after Final Approval hereof, any provision or term of this Agreement should be determined to be or rendered unenforceable, all other provisions and terms of this Agreement and the application thereof to all persons and circumstances subject thereto shall remain unaffected to the extent permitted by law. If any application of any provision or term of this Settlement Agreement to any specific person or circumstance should be determined to be invalid or unenforceable, the application of such provision or term to other persons or circumstances shall remain unaffected to the extent permitted by law.

XVIII. DUTY TO SUPPORT AND DEFEND THE SETTLEMENT AGREEMENT

The Settlement Class Representatives, Class Counsel, 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 best



efforts to defend this Settlement Agreement from any legal challenge, whether by appeal or collateral attack or otherwise.

XIX. MISCELLANEOUS PROVISIONS

A. Calculation of Time.

In computing any period of time prescribed or allowed by this Decree, unless otherwise stated, such computation or calculation shall be made consistent with Federal Rule of Civil Procedure 6(a) as it exists on the Preliminary Approval Date.

B. Notices

Any notices or other communications that the Company is required to deliver or serve on Class Counsel pursuant to this Agreement shall be mailed to:

Samuel Fisher  
Gordon, Silberman, Wiggins & Childs, PC  
1400 South Trust Tower  
420 North 20<sup>th</sup> Street  
Birmingham, Alabama 35203

Any notice or other communication that Class Counsel is required to deliver or serve on Defendant pursuant to this Agreement shall be mailed to:

C. Geoffrey Weirich  
Paul, Hastings, Janofsky & Walker LLP  
600 Peachtree Street, N.E.  
Suite 2400  
Atlanta, Georgia 30308-2222

SO AGREED:

*C. Geoffrey Weirich / By Permission RFC*

C. Geoffrey Weirich  
Robert L. Jackson, III  
William C. Barker  
PAUL, HASTINGS, JANOFSKY  
& WALKER LLP  
Suite 2400  
600 Peachtree Street, N.E.  
Atlanta, Georgia 30308  
(404) 815-2400

Counsel for the Company

*Robert F. Childs Jr*

Robert L. Wiggins, Jr.  
Robert C. Childs, Jr.  
Samuel Fisher  
GORDON, SILBERMAN,  
WIGGINS & CHILDS, P.C.  
1400 South Trust Tower  
420 North 20<sup>th</sup> Street  
Birmingham, Alabama 35203

Class Counsel

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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

CARL WRIGHT, individually and on  
behalf of others similarly situated,

Plaintiffs,

FELICIA D. CARTER,

Plaintiff-Intervenor,

vs.

SOUTH CENTRAL BELL, BELL SOUTH  
TELECOMMUNICATIONS, and  
COMMUNICATIONS WORKERS OF  
AMERICA,

Defendants.

Civil Action Number

93-C-1530-S

**NOTICE OF PROPOSED  
CLASS ACTION SETTLEMENT**

TO: ALL AFRICAN-AMERICAN APPLICANTS OR EMPLOYEES WHO, FROM  
SEPTEMBER 2, 1990 TO SEPTEMBER 30, 1994 TOOK AND FAILED THE TECHNICAL  
TELEPHONE ABILITY BATTERY ("T-TAB TEST") ADMINISTERED BY SOUTH  
CENTRAL BELL OR BELL SOUTH TELECOMMUNICATIONS IN THE FOLLOWING  
STATES:

- Alabama
- Kentucky
- Louisiana
- Mississippi
- Tennessee

BellSouth Telecommunications, Inc., formerly doing business as South Central Bell  
("SCB"), and the Plaintiffs have agreed to settle an employment discrimination class action lawsuit  
now pending in the United States District Court in Birmingham, Alabama. The lawsuit claimed

that by using the T-TAB test between 1990 and 1994 to screen employees and applicants for non-management technical positions in Alabama, Kentucky, Louisiana, Mississippi and Tennessee, SCB unlawfully discriminated against African-Americans. SCB denies these claims, but at any rate stopped giving the T-TAB test in 1994, and stopped using the test results in 1995. The Court certified the case as a class action on October 24, 1994, held a trial in August 1995, and found that the T-TAB test had an unlawful adverse impact against African-Americans. The parties agreed to settle the case before a trial on damages issues, and before the Court's liability finding was appealed.

**THE PURPOSE OF THIS NOTICE IS TO INFORM YOU OF:**

- **THE STATUS OF THE LAWSUIT, INCLUDING A STATEMENT OF YOUR RIGHTS WITH RESPECT TO A PROPOSED \$6 MILLION SETTLEMENT OF THE CASE; AND**
- **THE OPPORTUNITY TO FILE WITH THE COURT ANY OBJECTIONS YOU MAY HAVE TO THE PROPOSED SETTLEMENT.**

1. **The Settlement Class.** Pursuant to Fed. R. Civ. P. 23(b)(2), the Court has provisionally certified a Settlement Class for purposes of distributing the monetary relief (made up of back pay and substantial accrued interest) provided for in the proposed Settlement Agreement.

The Settlement Class is defined as follows:

All African-Americans who, at anytime from September 2, 1990 to September 30, 1994, have taken and failed to pass the Technical Telephone Ability Battery ("T-TAB") test administered by South Central Bell in Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

**If you are one of the 843 African-American individuals who took and failed the T-TAB test between September 2, 1990 and September 30, 1994, you are a member of the Settlement**

**Class; the proposed settlement therefore will affect your rights and entitle you to an individual monetary payment.**

2. **Reasons for Settlement.** After extensive litigation, resulting in a favorable liability ruling for the certified class after a Stage I trial, and further litigation over possible issues regarding damages, Class Counsel and SCB have negotiated the proposed settlement described herein, and have concluded that the terms and conditions of that settlement are fair, reasonable, adequate, and in the best interests of the Settlement Class. In reaching this conclusion, Class Counsel and SCB have analyzed the benefits of the settlement, the risk that further litigation of this case may lead to an unfavorable outcome, and the expense and extended duration of continued proceedings necessary to prosecute this action through a series of individual damages trials and likely appeals thereafter. SCB does not admit any wrongdoing or liability by entering into this proposed settlement, and has agreed to these settlement terms because it wishes to avoid further costly, disruptive, and time-consuming litigation, and desires to obtain a complete and final resolution of the claims of the Settlement Class members.

3. **The Monetary Awards.** Pursuant to the proposed Settlement Agreement, SCB has agreed to pay monetary awards totaling \$6 million to the Settlement Class members, plus interest accrued as described in the Agreement, less the costs of administering the terms of the settlement. The procedures to receive your portion of the money are described in Paragraph 4, below. The exact amount of the individual monetary awards will be determined by the number of claims filed, the points system upon which individual awards will be based, the characteristics of the particular Settlement Class members who file claims, and other qualifications set forth in the Settlement Agreement.

4. **Filing a Claim for a Monetary Award.** If you are a member of the Settlement Class and wish to receive a money award, you must return a completed Claim Form to the Claims Administrator before a date that will be announced after the Court hearing described in Paragraph 7, below. The amount of any individual claimant's money award will be determined by a point system set forth in the Settlement Agreement. Once the Court gives final approval to the Settlement Agreement, a Claim Form will be sent to you at the address at which you were sent this Notice (or at a more current address if you provide one to the Claims Administrator). The Claim Form will contain instructions about how and when to submit your claim.

5. **Attorneys' Fees.** SCB also has agreed to pay Class Counsel's attorneys' fees, costs and expenses of \$2 million.

6. **Binding Effect.** The proposed Settlement Agreement, if finally approved by the Court, will be binding on all members of the Settlement Class and will bar any person who is a member of the Settlement Class from seeking either individual or class relief from SCB -- other than the monetary award provided for in the Settlement Agreement -- for all claims of alleged racial discrimination related in any way to the T-TAB test. In addition, certain members of the Settlement Class who provided leadership to and who actively participated in the litigation of this case, which will qualify them for additional points, will be required to sign a broader release of any and all claims of any nature that arose on or before the date he or she signs the release, except for claims that were already pending in court on February 6, 2003.

7. **Objections to the Settlement Agreement.** If you believe that the Court should not approve the proposed Settlement Agreement for any reason, you may submit an objection to the proposed Agreement. If you want to make such an objection, you must file a statement explaining

your objection in writing with the United States District Court Clerk's Office, 1729 Fifth Avenue North, Birmingham, Alabama 35203. Any objection must be postmarked on or before

May 16 2003. You must also send copies to Class Counsel and counsel for SCB, addressed as follows:

Samuel Fisher, Esq.  
Gordon, Silberman, Wiggins, & Childs, P.C.  
1400 SouthTrust Tower  
420 N. 20th Street  
Birmingham, Alabama 35203  
Class Counsel

William C. Barker, Esq.  
Paul, Hastings, Janofsky & Walker LLP  
600 Peachtree St. NE, Ste. 2400  
Atlanta, Georgia 30308  
Counsel for SCB

You also may appear at the hearing to be held on June 6, 2003, at 10:00 a.m. at the United States District Court, Hugo L. Black United States Courthouse, Room No. \_\_, 1729 Fifth Avenue North, Birmingham, Alabama, to have your objection heard by the Court, but objections not previously filed in writing may not be considered during this hearing. Any attorney who seeks to represent an individual objecting to the Agreement must file a notice of appearance with the Court and serve counsel for all parties at the above addresses on or before May 16, 2003. All objections or other correspondence must state the name and number of the case, which is Carl Wright, et al. v. South Central Bell, et al., Civil Action No. 93-C-1530-S.



8. **If the Agreement is Not Approved.** If the Court does not approve the proposed Settlement Agreement, the conditional settlement will be voided, no money will be paid to the Settlement Class or to Class Counsel, and the case will proceed to trials on individual damages, after which each party may pursue any grounds for appeal. If litigation of the case resumes, however, there is no assurance: (a) that any decisions at the damages trials would be in favor of individual class members; (b) that even a favorable trial decision, if any, would be as favorable to any individual class member as the monetary award he or she could receive under this proposed settlement; or (c) that any such favorable trial decision, or the Court's Memorandum Order on liability, would be upheld if any appeal was filed.

9. **IF YOU HAVE NO OBJECTION TO THE PROPOSED SETTLEMENT, YOU DO NOT NEED TO DO ANYTHING AT ALL AT THIS TIME.** You should, however, be sure to notify the Claims Administrator of your current address, and any changes of address until this matter is fully concluded. The Claims Administrator's address and toll-free phone number are Settlement Services, Inc., P.O. Box 1109, Tallahassee, Florida 32302-1109, 877-385-6192.

Dated this 17<sup>th</sup> day of March, 2003.

PERRY D. MATHIS  
Clerk of Court, by srb  
United States District Court  
Northern District of Alabama

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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

CARL WRIGHT, individually and on  
behalf of others similarly situated,

Plaintiffs,

FELICIA D. CARTER,

Plaintiff-Intervenor,

vs.

SOUTH CENTRAL BELL, BELLSOUTH  
TELECOMMUNICATIONS, and  
COMMUNICATIONS WORKERS OF  
AMERICA,

Defendants.

Civil Action Number  
93-C-1530-S

**CLAIM FORM**

Name: (Please Print Legibly) \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Telephone Number: \_\_\_\_\_

Other Telephone Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Race: \_\_\_\_\_

1. Available records indicate that at some time between September 2, 1990 and September 30, 1994, you took and did not pass a test known as the Technical Telephone Ability Battery (the "T-TAB" or "Tech-TAB" test) administered by South Central Bell or by BellSouth Telecommunications, Inc. in Alabama, Kentucky, Louisiana, Mississippi or Tennessee. Please verify that this is correct.

\_\_\_\_ Yes                      \_\_\_\_ No

2. If you responded "Yes" to Question No. 1, above, you will be entitled to a money award of not less than \$5,000. Your answers to the questions below, along with other information already available to the parties through South Central Bell's records, will be used in the process for determining how many points you are entitled to under the Settlement Agreement, which in turn determines the precise number of dollars you will receive. Please answer each question to the best of your ability.

a. List below all education you have received after high school,  
including trade school, junior college, and college:

Institution: \_\_\_\_\_

Date Begun: \_\_\_\_\_

Number of Years Attended: \_\_\_\_\_

Institution: \_\_\_\_\_

Date Begun: \_\_\_\_\_

Number of Years Attended: \_\_\_\_\_

Institution: \_\_\_\_\_

Date Begun: \_\_\_\_\_

Number of Years Attended: \_\_\_\_\_

Institution: \_\_\_\_\_

Date Begun: \_\_\_\_\_

Number of Years Attended: \_\_\_\_\_

b. If you were ever employed by South Central Bell or BellSouth Telecommunications, state the number of years you worked for the Company:

\_\_\_\_\_.

I understand that this information is provided under penalty of perjury.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**THIS CLAIM FORM MUST BE MAILED TO THE FOLLOWING ADDRESS POSTMARKED NO LATER THAN \_\_\_\_\_ (THE "CLAIM FILING DEADLINE") IN ORDER FOR YOU TO BE CONSIDERED FOR INDIVIDUAL MONETARY RELIEF IN THIS CASE:**

**Settlement Services, Inc.**

**P.O. Box 1109**

**Tallahassee, FL 32302-1109**

**Toll-Free Phone Number: 877-385-6192**

Tab DD

## FULL AND FINAL GENERAL RELEASE OF CLAIMS

BellSouth Telecommunications, Inc., formerly d/b/a South Central Bell ("the Company"), and I, \_\_\_\_\_ ("I" or "\_\_\_\_\_"), agree as follows in this Full and Final General Release of Claims ("Release"):

### Section 1. Benefits

(a) **In General:** The Company promises that, according to the schedule established in the Settlement Agreement approved by the Court, I will receive the cash payment set forth in Section 1(b) below. I acknowledge that the Company is not required to pay me such cash payment unless I sign the Release.

(b) **Cash Payment:** In exchange for this Release, I will receive a single payment in the gross amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), less applicable withholdings and deductions, in settlement of my claims, and no other consideration, whether monetary or otherwise.

### Section 2. Complete Release

(a) **In General:** I irrevocably and unconditionally release all claims that I may now have against the Released Parties listed in Section 2(d), including but not limited to those claims expressly listed in Section 2(b), except that I am not releasing any Claim that either: (i) relates to my right to enforce this Release; (ii) arises after I execute this Release; (iii) is the subject of any charge of discrimination filed by me with the Equal Employment Opportunity Commission or state fair employment practices agency before February 6, 2003, or is the subject of any litigation to which I am either a party, a class member or a putative class member that was pending as of February 6, 2003, other than Wright, et al. v. South Central Bell, BellSouth Telecommunications, and Communications Workers of America, Civil Action File No. 93-C-1530-S in the United States District Court for the Northern District of Alabama, Southern Division (the "Class Litigation"); (iv) has been brought as a claim for workers' compensation benefits under a state workers' compensation statute; (v) has been brought to recover benefits under an ERISA Plan and was the subject of an administrative appeal pursuant to that Plan that was pending as of February 6, 2003; or (vi) asserts liability against an entity other than the Released Parties as a result of exposure to a hazardous substance, the symptoms of which had not yet manifested themselves as of February 6, 2003.

(b) **Claims Released:** Subject only to the exceptions noted in Section 2(a), I am releasing all known and unknown claims, promises, causes of action, or rights of any type that I may have ("Claims"), or may have had from the beginning of time up to the moment I sign this Release, with respect to any Released Party listed in Section 2(d). I understand that the Claims I am releasing might arise under many different laws



(including statutes, ordinances, regulations, other administrative guidance, and common law doctrines), including but not limited to the following:

Anti-discrimination statutes, such as the Age Discrimination in Employment Act and Executive Order 11,141, which prohibit age discrimination in employment; Title VII of the Civil Rights Act of 1964, as amended through and including the 1991 Civil Rights Act, Sections 1981 and 1983 of the Civil Rights Act of 1866, and Executive Order 11,246, which prohibit discrimination based on race, color, national origin, religion, or sex; the Equal Pay Act, which prohibits paying men and women unequal pay for equal work; the Americans With Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; the Family and Medical Leave Act; and any other federal, state, or local laws prohibiting employment discrimination and/or retaliation for protected activity.

Other laws, such as any federal, state, or local laws regarding the hiring of employees, or otherwise regulating employment; any federal, state, or local law enforcing express or implied employment contracts or requiring an employer to deal with employees fairly or in good faith; any other federal, state, or local laws providing recourse for alleged tort, physical or personal injury, emotional distress, fraud, negligent misrepresentation, unemployment compensation, defamation, and similar or related claims.

Examples of released Claims include, but are not limited to, the following (except to the extent explicitly preserved by Section 2(a) of this Release): (i) Claims that in any way relate to my failure to be hired, transferred or promoted by the Company, or to my termination by the Company, such as Claims for compensation, bonuses, commissions, lost wages, or unused accrued vacation or sick pay; (ii) Claims that in any way relate to the design or administration of any employee benefit program; and (iii) any Claims to attorneys' fees or other indemnities (such as under the Civil Rights Attorneys' Fees Act), with respect to Claims I am releasing and otherwise.

(c) **Unknown Claims:** I understand that I am releasing Claims that I may not know about. That is my knowing and voluntary intent, even though I recognize that someday I might learn that some or all of the facts I currently believe to be true are untrue and even though I might then regret having signed this Release. Nevertheless, I

am assuming that risk and I agree that this Release shall remain effective in all respects in any such case. I expressly waive all rights I might have under any law that is intended to protect me from waiving unknown claims. I understand the significance of doing so.

(d) **Released Parties:** The Released Parties are the Company; all current and former parents, subsidiaries, related companies, partnerships, or joint ventures of and/or with the Company, and, with respect to each of them, their predecessors and successors; and, with respect to each such entity, all of its past, present, and future employees, officers, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under or in concert with any of the persons or entities listed in this subsection, and their successors. The Released Parties also include the union defendant, the Communications Workers of America.

### **Section 3. Promises**

(a) **Pursuit of Released Claims:** Except for the Class Litigation and the claims excluded from this Release under Section 2(a), above, I represent and warrant that I have not filed or caused to be filed any lawsuit, complaint, or charge with respect to any Claim that I am releasing herein, and I promise never to file or prosecute a lawsuit, complaint, or charge based on such Claims. I promise never to seek any damages, remedies, or other relief for myself personally (any right to which I hereby waive) by filing or prosecuting a charge with any administrative agency with respect to any such Claim. I promise to request any administrative agency or other body that assumes jurisdiction of any such lawsuit, complaint, or charge to withdraw from the matter or dismiss the matter with prejudice.

(b) **Taxes:** I acknowledge I am solely responsible for paying any federal, state or local income taxes on amounts I receive because I signed this Release, as well as the employee's share of F.I.C.A., and will hold the Company harmless with respect to any claims related to the tax treatment of the amount paid to me.

(c) **Ownership of Claims:** I represent and warrant I have not assigned or transferred any Claim I am purporting to release, nor have I attempted to do so.

(d) **Nonadmission of Liability:** I agree not to assert or authorize anyone else to assert that this Release is an admission of guilt or wrongdoing. I acknowledge that the Released Parties do not believe or admit that any of them has done anything wrong, such being expressly denied by all of them.

(e) **Implementation:** The Company and I agree to sign any documents and do anything else that is necessary in the future to implement this Release and its terms.

(f) **This Release to be Kept Confidential:** I have not disclosed and, except for subpoenaed testimony, will never disclose the amount of the cash payment I am scheduled to receive, or do receive, pursuant to this Release to anyone other than my spouse, attorney, or other professional financial advisor, and, even as to such a person, only if the person agrees to honor this confidentiality requirement. I agree that a breach of the promises I have made in this subsection will be deemed a material breach of this Release, and in the event thereof, the Company will be entitled to all relief available at law or in equity, including but not limited to potential monetary damages. I further agree that the Company would be irreparably harmed by any violation of this Section 3(g) that involves disclosure of the amount payable under this Release, and that the Company will be entitled to an injunction prohibiting me from committing any such actual or threatened violation.

**Section 4. Consequences of Violating My Promises**

In addition to any other remedies or relief that may be available, I agree that in the event there is any litigation brought to challenge or to enforce the confidentiality provisions of this Release, the prevailing party in that litigation will be awarded his, her or its attorneys' fees and expenses incurred in that litigation.

**Section 5. Consideration of Release**

I acknowledge that, before signing this Release, I was given a period of at least 21 days in which to consider this Release. I further acknowledge that: (1) I took advantage of as much of this period to consider this Release as I desired before signing it; (2) I carefully read this Release; (3) I fully understand it; (4) I am entering into it voluntarily; (5) I am receiving valuable consideration in exchange for my execution of this Release that I would not otherwise be entitled to receive; and (6) the Company, in writing, encouraged me to discuss this Release with my attorney (at my own expense) before signing it, and that I did so to the full extent I deemed appropriate. I understand I have seven days within which to cancel this Release after I have executed it and must do so by delivering an executed written revocation to the Company's attorney, C. Geoffrey Weirich, Paul, Hastings, Janofsky & Walker LLP, 24th Floor, 600 Peachtree Street, N.E., Atlanta, Georgia 30308, within said seven-day period.

**Section 6. Miscellaneous**

(a) **Entire Agreement:** This Release is the entire agreement between the Company and me. This Release may not be modified or canceled in any manner, nor may any provision of it or any legal remedy with respect to it be waived, except by a writing signed by both me and an authorized Company official. I acknowledge that the Company has made no representations or promises to me, other than those in or referred to by this Release. If any provision in this Release is found to be unenforceable, all other provisions will remain fully enforceable.

(b) **Successors:** This Release binds my heirs, administrators, representatives, executors, successors, and assigns, and will inure to the benefit of all Released Parties and their respective heirs, administrators, representatives, executors, successors, and assigns.

**Interpretation:** This Release shall be construed as a whole according to its fair meaning. Unless the context indicates otherwise, the term "or" shall be deemed to include the term "and" and the singular or plural number shall be deemed to include the other. Captions are intended solely for convenience of reference and shall not be used in the interpretation of this Release. Except to the extent governed by federal law, this Release shall be governed by the statutes and common law of the State of Alabama (excluding any that mandate the use of another jurisdiction's laws).

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TAKE THIS RELEASE HOME, READ IT, AND CAREFULLY CONSIDER ALL OF ITS PROVISIONS BEFORE SIGNING IT: IT INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS. IF YOU WISH, YOU SHOULD TAKE ADVANTAGE OF THE FULL CONSIDERATION PERIOD AFFORDED BY SECTION 5 AND YOU SHOULD CONSULT YOUR ATTORNEY.

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Executed at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
\_\_\_\_\_

Social Security No.: \_\_\_\_\_

Executed at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2003.

BELLSOUTH TELECOMMUNICATIONS, INC.,  
formerly d/b/a SOUTH CENTRAL BELL

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Job EE

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BellSouth Telecommunications, Inc., formerly d/b/a South Central Bell ("the Company"), and I, \_\_\_\_\_ ("\_\_\_\_\_" or "I"), agree as follows in this Full and Final Release of Claims ("Release"):

### Section 1. Benefits

(a) **In General:** The Company promises that, according to the schedule established in the Settlement Agreement approved by the Court, I will receive the cash payment set forth in Section 1(b), below. I acknowledge that the Company is not required to pay me such cash payment unless I sign this Release.

(b) **Cash Payment:** In exchange for this Release, I will receive a single payment in the gross amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), less applicable withholdings and deductions, in settlement of my claims specified in Section 2, below, and no other consideration, whether monetary or otherwise.

### Section 2. Claims Released

(a) **Specific Claims Released:** I am releasing all known and unknown claims, promises, causes of action, or similar rights of any type that I may have ("Claims"), with respect to any Released Party listed in Section 2(c), that were asserted in the case of Wright, et al. v. South Central Bell, BellSouth Telecommunications, and Communications Workers of America, Civil Action File No. 93-C-1530-S in the United States District Court in the Northern District of Alabama, Southern Division (the "Class Litigation"). This release of claims includes, without limitation, any and all claims I may have arising out of the Company's administration of the TechTAB test between September 2, 1990 and March 31, 1994, and the Company's use of the scores from the TechTAB test on or after September 2, 1990.

(b) **Unknown Claims:** I understand that I am releasing Claims that I may not know about. That is my knowing and voluntary intent, even though I recognize that someday I might learn that some or all of the facts I currently believe to be true are untrue and even though I might then regret having signed this Release. Nevertheless, I am assuming that risk and I agree that this Release shall remain effective in all respects in any such case. I expressly waive all rights I might have under any law that is intended to protect me from waiving unknown claims. I understand the significance of doing so.

(c) **Released Parties:** The Released Parties are the Company; all current and former parents, subsidiaries, related companies, partnerships, or joint ventures of and/or with the Company, and, with respect to each of them, their

predecessors and successors; and, with respect to each such entity, all of its past, present, and future employees, officers, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under or in concert with any of the persons or entities listed in this subsection, and their successors. The Released Parties also include the union defendant, the Communications Workers of America.

**Section 3. Promises**

(a) **Pursuit of Released Claims:** I represent and warrant that I have not filed or caused to be filed any lawsuit, complaint, or charge with respect to any Claim that I am releasing herein, and I promise never to file or prosecute a lawsuit, complaint, or charge based on such Claims. I promise never to seek any damages, remedies, or other relief for myself personally (any right to which I hereby waive) by filing or prosecuting a charge with any administrative agency with respect to any such Claim. I promise to request any administrative agency or other body that assumes jurisdiction of any such lawsuit, complaint, or charge to withdraw from the matter or dismiss the matter with prejudice.

(b) **Taxes:** I acknowledge I am solely responsible for paying any federal, state or local income taxes, as well as the employee's share of F.I.C.A., on amounts I receive because I signed this Release, and will hold the Company harmless with respect to any claims related to the tax treatment of the amount paid to me.

(c) **Ownership of Claims:** I represent and warrant I have not assigned or transferred any Claim I am purporting to release, nor have I attempted to do so.

(d) **Nonadmission of Liability:** I agree not to assert or authorize anyone else to assert that this Release is an admission of guilt or wrongdoing. I acknowledge that the Released Parties do not believe or admit that any of them has done anything wrong, such being expressly denied by all of them.

(e) **Confidentiality:** I have not disclosed and, except for subpoenaed testimony or as otherwise noted in this subsection, will never disclose the amount of the cash payment I am scheduled to receive, or do receive, pursuant to this Release. This subsection does not prohibit my disclosure of this amount to my spouse, attorney or professional financial advisor provided, however, that prior to any such disclosure, such person must agree to honor this confidentiality provision. I agree that a breach of the promises I have made in this subsection will be deemed a material breach of this Release, and in the event thereof, the Company will be entitled to all relief available at law or in equity, including but not limited to potential monetary damages. I further agree that the Company would be irreparably harmed by any violation of this Section 3(d) that involves disclosure of the amount payable under this Release, and that the Company will be



entitled to an injunction prohibiting me from committing any such actual or threatened violation.

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(a) **Entire Agreement:** This Release is the entire agreement between the Company and me. This Release may not be modified or canceled in any manner, nor may any provision of it or any legal remedy with respect to it be waived, except by a writing signed by both me and an authorized Company official. I acknowledge that the Company has made no representations or promises to me, other than those in or referred to by this Release. If any provision in this Release is found to be unenforceable, all other provisions will remain fully enforceable.

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Executed at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Social Security No.: \_\_\_\_\_

Executed at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2003.

BELLSOUTH TELECOMMUNICATIONS, INC.,  
formerly d/b/a SOUTH CENTRAL BELL

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_