

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

**EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, }**

**Plaintiff, }**

**COMMUNICATIONS WORKERS OF AMERICA, }**

**Plaintiff-Intervenor, }**

**LOCAL 2213, INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, }**

**CONSENT DECREE**

**Civil Action No.  
97 CIV. 6723 (DC)**

**and  
Plaintiff-Intervenor, }**

**LOCALS 2222, 2313,2320,2321, 2322, 2323,2324,  
2325,2326, and 2327, INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS, }**

**v.  
Plaintiff-Intervenors, }**

**BELL ATLANTIC CORPORATION, NYNEX  
CORPORATION, NEW YORK TELEPHONE COMPANY,  
EMPIRE CITY SUBWAY COMPANY (LTD.), NEW  
ENGLAND TELEPHONE AND TELEGRAPH COMPANY,  
TELESECTOR RESOURCES GROUP, INC., NYNEX  
INFORMATION RESOURCES COMPANY, NYNEX  
MOBILE COMMUNICATIONS COMPANY, and BELL  
ATLANTIC MOBILE, INC., f/k/a BELL ATLANTIC  
NYNEX MOBILE, INC., NYNEX PENSION PLAN,  
VERIZON PENSION PLAN FOR NEW YORK AND  
NEW ENGLAND ASSOCIATES, BELL ATLANTIC  
PENSION PLAN, and VERIZON PENSION PLAN FOR  
MID-ATLANTIC ASSOCIATES, }**

**Defendants.**

**EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,**

**Plaintiff,** }  
v. } **Civil Action No.**  
} **99 CIV. 5197 (DC)**

**BELL ATLANTIC CORPORATION, NYNEX }  
CORPORATION, NEW YORK TELEPHONE COMPANY, }  
EMPIRE CITY SUBWAY COMPANY (LTD.), NEW }  
ENGLAND TELEPHONE AND TELEGRAPH COMPANY, }  
TELESECTOR RESOURCES GROUP, INC., NYNEX }  
INFORMATION RESOURCES COMPANY, NYNEX }  
MOBILE COMMUNICATIONS COMPANY, and BELL }  
ATLANTIC MOBILE, INC., f/k/a BELL ATLANTIC }  
NYNEX MOBILE, INC., NYNEX MANAGEMENT }  
PENSION PLAN, BELL ATLANTIC CASH BALANCE }  
PLAN, VERIZON BELL ATLANTIC CASH BALANCE }  
PLAN, BELL ATLANTIC CAPITAL CORPORATION }  
RETIREMENT PLAN, VERIZON BELL ATLANTIC }  
ENTERPRISES CASH BALANCE PLAN, BELL ATLANTIC }  
BUSINESS SYSTEMS SERVICES, INC., RETIREMENT }  
PLAN, CHESAPEAKE DIRECTORY SALES COMPANY }  
PENSION PLAN, CHESAPEAKE DIRECTORY SALES }  
CASH BALANCE PLAN, VERIZON CHESAPEAKE }  
DIRECTORY SALES COMPANY CASH BALANCE PLAN, }  
BELL ATLANTIC ENTERPRISES RETIREMENT PLAN, }  
BELL ATLANTIC MANAGEMENT PENSION PLAN, and }  
BELL ATLANTIC CASH BALANCE PLAN, }**

**Defendants.** }

**LOCAL 2213, INTERNATIONAL BROTHERHOOD OF }  
ELECTRICAL WORKERS, }**

**Plaintiff,** }  
v. } **Civil Action No.**  
} **98 CIV. 3427 (DC)**

**BELL ATLANTIC CORPORATION, NYNEX }  
CORPORATION, NEW YORK TELEPHONE COMPANY, }  
TELESECTOR RESOURCES GROUP, INC., NYNEX }  
INFORMATION RESOURCES COMPANY, }**

**Defendants.** }

## I. BACKGROUND

A. Civil Action No. 97 Civ. 6723 (DC) was commenced on September 10, 1997 by the Plaintiff, United States Equal Employment Opportunity Commission ("EEOC"), pursuant to Sections 706(f)(1) and (3) and 707 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e-5(f)(1) and (3) and § 2000e-6 ("Title VII"), and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981A ("CRA of 1991"). The EEOC's complaint was based on charges of discrimination filed by the Communications Workers of America, AFL-CIO ("CWA") on February 9, 1995, and by Local 2213 of the International Brotherhood of Electrical Workers ("IBEW") on February 23, 1995. The complaint alleged that Defendants failed to provide *Service Credit* for periods of *Pregnancy-Related* or *Maternity-Related Leaves* taken prior to April 29, 1979 (the effective date of the Pregnancy Discrimination Act of 1978 ("PDA")), while granting *Service Credit* to employees who took other forms of leave. The complaint sought injunctive relief and monetary damages for the resulting denial of pension benefits to non-management female employees of Defendants under an early retirement incentive program known as the *Force Adjustment Plan Retirement Incentive ("FAP 6&&")*, which became effective on April 3, 1994.

B. On or about January 5, 1998, Plaintiff-Intervenors CWA, IBEW Local 2213 and IBEW Locals 2222, 2313, 2320, 2321, 2322, 2323, 2324, 2325, 2326 and 2327 filed motions to intervene, together with complaints in intervention, alleging that

*U* Definitions for terms in italics appear in Section III herein.

Defendants' conduct violated Title VII. The Court granted Plaintiff-Intervenors' motions to intervene on January 28, 1998.

C. On December 31, 1997 and February 24, 1998, Defendants filed their answer to the EEOC complaint and the complaints in intervention of the CWA and the IBEW Locals. Defendants denied the various unlawful practices alleged in the complaints, and also asserted various affirmative defenses to each of the complaints.

D. On May 14, 1998, IBEW Local 2213 commenced Civil Action No. 98 Civ. 3427 pursuant to Title VII and sought injunctive relief and monetary damages for Defendants' alleged failure to provide female employees with *Service Credit* for periods of approved leaves of absence for Care of Newborn Children ("*CNC Leave*") taken prior to January 1, 1984, while granting *Service Credit* to male employees who took other forms of leave, resulting in the alleged denial of pension benefits to non-management female employees of Defendants under the *FAP 6&6*.

E. On October 20, 1998, Defendants filed their answer to the IBEW Local 2213 complaint. Defendants denied the various unlawful practices alleged in the complaint and also asserted various affirmative defenses.

F. On February 2, 1999, Plaintiff and Plaintiff-Intervenors (together "Plaintiffs") filed amended complaints alleging that Defendants' *Net Credited Service* ("*NCS*") calculation policies violated Title VII and denied or limited eligibility and benefits under Defendants' pension plans and other agreements negotiated by the Plaintiff-Intervenor Unions and Defendants. The amended complaints also alleged that Defendants' policies resulted in the payment of lower compensation to female employees than to similarly-situated male employees in violation of the Equal Pay Act

of 1963, codified as Section 6(d) of the Fair Labor Standards Act of 1938 (the "FLSA"), 29 U.S.C. § 206(d) ("EPA").

G. On February 23, 1999, Defendants filed a Motion to Dismiss Plaintiffs' amended complaints. On June 11, 1999, the Court denied Defendants' motion.

H. In addition to the administrative charges filed with the EEOC as described above in Paragraph I. A., charges of discrimination were also filed with the EEOC by Carol A. Page on November 2, 1994 and by Mary Hale on March 27, 1995 against Bell Atlantic Corporation, Bell Atlantic Diamond Corporation, Bell Atlantic-Pennsylvania, Inc. and Diamond State Telephone Company. Marie Sigillo also filed a charge on February 22, 1996 against NYNEX, and Martha McNie filed a charge on December 30, 1997 against Bell Atlantic. These charges alleged that these employers' method of calculating *Service Credit* for pension eligibility, which excluded *Service Credit* for some portions of *Pregnancy-Related or Maternity-Related Leaves* taken prior to April 29, 1979, violated Title VII. These employers denied the charges.

I. On January 5, 1999, Rosemary E. Dresch filed a charge of discrimination with the EEOC alleging that Bell Atlantic's method for calculating eligibility for and benefits under the Bell Atlantic Cash Balance Plan, which excluded *Service Credit* for *Pregnancy-Related or Maternity-Related Leaves* taken prior to April 29, 1979, violated Title VII.

J. On July 16, 1999, the EEOC commenced Civil Action No. 99 Civ. 5197, alleging that Defendants violated Title VII and the EPA, since at least December 31, 1997, when they implemented a Cash Balance Plan for management employees that determines eligibility and pension benefits based on *NCS* dates that do not include full

*Service Credit* for female management employees who took *Pregnancy-Related* or *Maternity-Related Leaves* prior to the implementation of the PDA and/or up to thirty (30) days of *Service Credit* for such employees who took approved *CNC Leaves* prior to 1984, while providing full *Service Credit* to employees who took other forms of leave. Defendants filed a Motion to Dismiss the action on September 17, 1999. The Court denied Defendants' motion on July 21, 2000.

K. The *Parties*, through their counsel, have conferred and agreed to resolve all differences and disputes regarding *Defendants'* treatment of *NCS* for female employees who took *Pregnancy-Related* or *Maternity-Related Leaves* commencing at any time between July 2, 1965 and April 28, 1979, and all differences and disputes regarding *Defendants'* treatment of *NCS* for female employees who took *CNC Leaves* commencing at any time between July 2, 1965 and December 31, 1983, The *Parties* have advised this Court that they wish to resolve the instant controversy involving *NCS* calculations for such leaves for all employees and former employees of *Defendants* (or related predecessors) covered by the *Parties'* settlement, who were on the payroll at any time between January 6, 1994 and the *Notice Date* as defined in paragraph and who took such leaves from any *Defendants* (or related predecessors), without the burden, expense and delay of further litigation.

L. The *Parties* have agreed that any and all sex discrimination and equal pay claims relating to *NCS* calculations regarding *Pregnancy-Related* or *Maternity-Related Leaves* commencing at any time between July 2, 1965 and April 28, 1979, and regarding *CNC Leaves* commencing at any time between July 2, 1965 and December 31, 1983, should be disposed of by this *Consent Decree*. The *Parties* have further

agreed and advised the Court that the settlement embodied in this *Consent Decree* is intended to apply to all *Class Members*, as defined herein, who were employed at any time between January 6, 1994 and the *Notice Date* by *Defendants* (or related predecessors) in any work locations in Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New York, New Jersey, Pennsylvania, Rhode Island, Vermont, Virginia, Washington D.C., and West Virginia.

M. The terms of this *Consent Decree* are binding upon Plaintiffs, *Defendants*, their agents, officers, employees, servants, successors and assigns. *Defendants* agree that Plaintiffs have joined as *Defendants* all the necessary parties required to provide the full monetary, injunctive and other equitable relief ordered by this *Consent Decree*, including Verizon Communications, Inc. and Verizon Wireless for the limited purposes set forth and defined in Paragraph III.E. The *Parties* agree and stipulate that the complaint in Civil Action No. 97 Civ. 6723 (DC) is amended to add the following as Defendants in that action: NYNEX Pension Plan, Verizon Pension Plan for New York and New England Associates, Bell Atlantic Pension Plan, and Verizon Pension Plan for Mid-Atlantic Associates. The *Parties* agree and stipulate that the complaint in Civil Action No. 99 Civ. 5197 (DC) is amended to add the following as Defendants in that action: NYNEX Management Pension Plan, Bell Atlantic Cash Balance Plan, Verizon Bell Atlantic Cash Balance Plan, Bell Atlantic Capital Corporation Retirement Plan, Verizon Bell Atlantic Enterprises Cash Balance Plan, Bell Atlantic Business Systems Services, Inc. Retirement Plan, Chesapeake Directory Sales Company Pension Plan, Chesapeake Directory Sales Cash Balance Plan, Verizon Chesapeake Directory Sales Company Cash Balance Plan, Bell Atlantic Enterprises

Retirement Plan, Bell Atlantic Management Pension Plan and Bell Atlantic Cash Balance Plan. Furthermore, the *Parties* agree and stipulate that Civil Action Nos. 97 Civ. 6723, 98 Civ. 3427, and 99 Civ. 5197 shall be consolidated under Civil Action No. 97 Civ. 6723.

N. Settlement of this action does not constitute, and shall not be deemed or construed to be, an admission by *Defendants* that they have violated Title VII, the EPA, the CRA of 1991, or any other federal, state or local law, rule or regulation, or any principle of common law, but rather constitutes the good faith settlement of disputed claims. Whether or not this *Consent Decree* becomes effective, neither this *Consent Decree* nor any Exhibit attached hereto, nor any exhibit, document, or instrument delivered hereunder, nor any statements, negotiations, transactions, or proceedings in connection therewith shall in any event be construed as, or be deemed to be, or be offered in this or any other action or proceeding as evidence of: (a) an admission or concession on the part of any *Defendant* of any liability or wrongdoing; or (b) an admission or concession on the part of any *Defendant* that the Plaintiffs, *Class Members*, or any of them, have suffered any damage. Likewise, this settlement is not an admission by Plaintiffs that there is any infirmity in the claims they have asserted on behalf of *Class Members* under Title VII or the EPA.

Based on the foregoing, and upon the pleadings and the record as a whole, it is therefore **ORDERED, ADJUDGED AND DECREED** as follows:

## II. JURISDICTION AND SCOPE OF SETTLEMENT

A. This Court has jurisdiction over the *Parties* and the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1337, 1343 and 1345, and pursuant to Sections 16(c) and 17 of the FLSA as amended, 29 U.S.C. §§ 216(c) and 217, to enforce the requirements of the EPA, codified as Section 6(d) of the FLSA, 29 U.S.C. § 206(d), and pursuant to 42 U.S.C. §§ 2000e-5(f)(1) and (3) of Title VII, and the CRA of 1991.

*Defendants* agree that for purposes of this *Consent Decree*, all administrative prerequisites to the filing of this action have been met.

B. Plaintiffs' complaints state claims which, if proved, would authorize this Court to grant relief against *Defendants*, pursuant to Title VII, the EPA, and the CRA of 1991. The provisions of Title VII, the EPA, and the CRA of 1991 shall be carried out by the implementation of this *Consent Decree*.

C. The terms of this *Consent Decree*, and all attached Exhibits, resolve all issues raised in the charges, complaints and amended complaints filed as set forth in paragraphs A, B, D, F, and H-J of Section I of this *Consent Decree*, including the issues raised in EEOC Charge Nos. 170-95-0531 (Page), 170-95-1085 (Hale), 165-95-0236 (IBEW), 160-95-0977 (CWA), 160-95-1329 (Sigillo), 171-98-0188 (McNie) and 160-99-0804 (Dresch), and any and all sex discrimination and equal pay claims relating to *Service Credit* calculations for current or former employees of *Defendants* on the payroll of one or more *Defendants* (or their predecessors) at any time between January 6, 1994 and the *Notice Date* relating to: (a) *Pregnancy-Related* or *Maternity-Related Leaves* taken from a *Defendant* (or related predecessors) commencing at any time between July 2, 1965 and April 28, 1979, and/or (b) *CNC Leaves* taken from a

*Defendant* (or related predecessors) commencing at any time between July 2, 1965 and December 31, 1983. The EEOC, CWA, and IBEW expressly covenant not to sue and agree to discharge *Defendants* from any and all claims that were raised in the above-referenced administrative charges, complaints and amended complaints concerning *NCS* calculations for such leaves. The EEOC, CWA and IBEW expressly reserve their right, however, to process and/or litigate any other charges which may now be pending or may in the future be filed against *Defendants* which are unrelated to the issues raised in the above-referenced charges, complaints and amended complaints.

D. This *Consent Decree* will remain in effect until the relief set forth in this *Consent Decree* has been provided to *Class Members*, including completion of the claims procedure, disputed claims process, and resolution of all proceedings relating to attorneys' fees and costs, or two (2) years from the date of *Preliminary Approval of this Consent Decree* by the Court, whichever is later. This Court shall retain jurisdiction of this action during the period of this *Consent Decree* to resolve any disputes that may arise, and may enter such other and further relief as it deems appropriate to ensure implementation and enforcement of its provisions.

### **HI. DEFINITIONS**

Unless otherwise defined herein, for purposes of this *Consent Decree*, the following terms used in this *Consent Decree* shall have the meanings ascribed to them as set forth below:

A. ***Additional Service Credit***

The term "*Additional Service Credit*" as used herein means the *Service Credit* that will be granted as provided in this *Consent Decree*: (a) for a *Pregnancy-Related* or *Maternity-Related Leave* from employment with a *Defendant* (or related predecessors)

commencing at any time between July 2,1965 and April 28,1979; or (b) for a *CNC Leave* from employment with a *Defendant* (or related predecessors) commencing at any time between July 2,1965 and December 31,1983.

B. *Care of Newborn Child/CNC Leave*

The terms "*Care of Newborn Child Leave*" or "*CNC Leave*" as used herein refer to any leave of absence taken for reasons relating to the care of a newborn child by any *Class Member* from any *Defendant* (or related predecessors) commencing at any time between July 2,1965 and December 31,1983.

C. *Class/Class Member*

The term "*Class*" as used herein refers to the group of all females who were employed by any of *Defendants* at any time between January 6, 1994 and the *Notice Date* at any of *Defendants'* facilities located in the following States: Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New York, New Jersey, Pennsylvania, Rhode Island, Vermont, Virginia, Washington D.C., and West Virginia, and who meet the following criteria:

(1) took a *Pregnancy-Related* or *Maternity-Related Leave* from any *Defendant* (or related predecessors) which commenced at any time between July 2, 1965 and April 28,1979; and/or

(2) took a *CNC Leave* of absence from any *Defendant* (or related predecessors) which commenced at any time between July 2, 1965 and December 31,1983.

The term "*Class Member*" means an individual who is a member of the *Class*.

Notwithstanding the foregoing, any *Class Member* who executed a release in and received service credit adjustments under the Consent Decree settling EEQC v. New England Telephone

and Telegraph Company. Civil Action No, 81-1571-K (D. Mass.), or the Consent Decree settling Jackson v. The Chesapeake and Potomac Telephone Company of Maryland, Civil Action No. 76-699 (D. Md.) and EEOC v. The Chesapeake and Potomac Telephone Company of Maryland, Civil Action No. 78-2146 (D. Md.), is not eligible for relief under this *Consent Decree* as to any leave(s) of absence covered by this Paragraph III.C(1). Any individual who did not execute a release but who received service credit adjustments under either of the Consent Decrees set forth in this subsection shall have the amount of such adjustment(s) deducted from any relief for which they are eligible under the terms of this *Consent Decree*.

D. *Consent Decree*

The term "*Consent Decree*" as used herein means this *Consent Decree*, embodying the terms of the *Parties'* settlement, including all of the Exhibits attached thereto.

E. *Defendant(s)*

The terms "*Defendants*" or "*Defendant*" as used herein refer to any or all of the named Defendants in the actions being settled by this *Consent Decree*, including Bell Atlantic Corporation ("Bell Atlantic"), NYNEX Corporation ("NYNEX"), New York Telephone Company ("NYT"), Empire City Subway Company (Ltd.) ("Empire City"), New England Telephone and Telegraph Company ("NET"), Telesector Resources Group, Inc. ("TRG"), NYNEX Information Resources Company ("NIRC"), NYNEX Mobile Communications Company ("NYNEX Mobile"), and Bell Atlantic Mobile, Inc., (variously known as Cellco Partnership, Cellco Managing Corporation and Bell Atlantic NYNEX Mobile, Inc.) ("Bell Atlantic Mobile"), as well as any successor or subsidiary company or corporate entity. For the purposes of this *Consent Decree*, the term *Defendants* also includes and is intended to include the employers of all of the female employees who are

covered by the pension plans listed below, or who are or were employed at any time between January 6, 1994 and the *Notice Date* at any former NYNEX or Bell Atlantic (now Verizon) facility, located in the following States: Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New York, New Jersey, Pennsylvania, Rhode Island, Vermont, Virginia, Washington D.C., and West Virginia.

The term "*Defendants*" also includes the following pension plans and their pension and benefit plan administrators and fiduciaries: the NYNEX Pension Plan, the Verizon Pension Plan for New York and New England Associates, the NYNEX Management Pension Plan, the Bell Atlantic Cash Balance Plan, the Verizon Bell Atlantic Cash Balance Plan, the Bell Atlantic Pension Plan, the Verizon Pension Plan for Mid-Atlantic Associates, the Bell Atlantic Capital Corporation Retirement Plan, the Verizon Bell Atlantic Enterprises Cash Balance Plan, the Bell Atlantic Business Systems Services, Inc. Retirement Plan, the Chesapeake Directory Sales Company Pension Plan, the Chesapeake Directory Sales Cash Balance Plan, the Verizon Chesapeake Directory Sales Company Cash Balance Plan, the Bell Atlantic Enterprises Retirement Plan, the Bell Atlantic Management Pension Plan, the Bell Atlantic Cash Balance Plan, and the Verizon Bell Atlantic Cash Balance Plan.

*Defendants* represent that these pension plans are a complete and accurate list of the pension plans in effect at *Defendants* at any time between January 6, 1994 and the execution of this *Consent Decree*, inclusive. In the event that a pension plan in effect at *Defendants* between January 6, 1994 and the execution of this *Consent Decree*, inclusive, has been omitted from this paragraph, it shall be incorporated by written agreement between the *Parties* or order of the Court.

In its role as a Plan sponsor of the Verizon Pension Plan for New York and New England Associates, the Verizon Bell Atlantic Cash Balance Plan, the Bell Atlantic Pension Plan, the Verizon Pension Plan for Mid-Atlantic Associates, the Verizon Bell Atlantic Enterprises Cash Balance Plan, and the Verizon Chesapeake Directory Sales Company Cash Balance Plan, Verizon Communications, Inc. ("Verizon") is a *Defendant* for purposes of this *Consent Decree* for the limited purpose of administering the relief provided by this *Consent Decree*. Verizon Wireless is also a *Defendant* for purposes of this *Consent Decree* for the limited purpose of administering the relief provided by this *Consent Decree* to its employees, former employees, and retirees who are *Class Members*.

F. *Final Approval of this Consent Decree*

The term "*Final Approval of this Consent Decree*" as used herein means approval granted this *Consent Decree* by the Court after the Fairness Hearing as set forth in Section VIII of this *Consent Decree*.

G. *First Benefit Date*

The term "*First Benefit Date*" as used herein refers to a day chosen by *Defendants* within sixty (60) days after the *Final Approval of this Consent Decree*.

H. *Force Adjustment Plan Retirement Incentive ("FAP 6&6")*

The terms "*Force Adjustment Plan Retirement Incentive*" and/or "*FAP 6&6*" as used herein refer to the *Force Adjustment Plan Retirement Incentive*, also known as the Force Adjustment Plan Special Incentive 6&6 Pension and Force Adjustment Plan Social Security Supplement, which was an amendment to the NYNEX Pension Plan negotiated for bargaining unit employees of NYNEX, NYT, NET, Empire City, TRG, NIRC and NYNEX Mobile Communications Corporation and became effective on or after April 3, 1994.

**I.      *Maternity Payment Plan***

The term "*Maternity Payment Plan*" as used herein means the plan, effective August 7, 1977, providing, inter alia, that female employees were to receive up to six (6) weeks of *Service Credit* for the disability period of their *Pregnancy-Related* or *Maternity-Related Leave* and/or any additional period of disability due to complications associated with pregnancy, plus up to an additional thirty (30) days for any leave time taken prior to, or after, the date of delivery.

**J.      *Net Credited Service***

The term "*Net Credited Service*" or "*NCS*" as used herein refers to *Defendants'* calculation of the total number of eligible years, months, and days of employment that an employee has accrued for pension eligibility and benefit purposes, and for other employment purposes.

**K.      *North Associates***

The term "*North Associates*" as used herein refers to current or former non-management employees who, at any time between January 6, 1994 and the *Notice Date* worked or are working at any former NYNEX (now Verizon) facility in the following states: Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island and Vermont.

**L.      *North Managers***

The term "*North Managers*" as used herein refers to current or former management employees who, at any time between January 6, 1994 and the *Notice Date* worked or are working at any former NYNEX (now Verizon) facility in the following states: Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island and Vermont.

**M. Notice Date**

The term "*Notice Date*" as used herein refers to the date sixty (60) days after the *Preliminary Approval of this Consent Decree*.

**N. Parties**

The term "*Parties*" as used herein refers to all *Defendants* and Plaintiffs in Civil Actions 97 Civ. 6723,99 Civ. 5197, and 98 Civ. 3427.

**O. Pregnancy-Related Leave or Maternity-Related Leave**

The terms "*Pregnancy Leave/Pregnancy-Related Leave*" or "*Maternity Leave/Maternity-Related Leave*" as used herein refer to any leave of absence taken for reasons related to pregnancy, maternity, childbirth or any related medical condition by any *Class Member* from any *Defendant* (or related predecessors) commencing at any time between July 2, 1965 and April 29, 1979.

**P. Preliminary Approval of this Consent Decree**

The term "*Preliminary Approval of this Consent Decree*" as used herein means the provisional approval granted this *Consent Decree* by the Court pending the Fairness Hearing and Final Approval as set forth in Section VIII of this *Consent Decree*.

**Q. Second Benefit Date**

The term "*Second Benefit Date*" as used herein is the 120<sup>th</sup> day after the *Final Approval of this Consent Decree*.

**TL Service Credit**

The term "*Service Credit*" as used herein refers to the days, months, and years of service credited by *Defendants* for the purpose of calculating pension eligibility and benefits, and for other employment purposes.

S. *South Associates*

The term "*South Associates*" as used herein refers to current or former non-management employees who, at any time between January 6, 1994 and the *Notice Date* worked or are working at any former Bell Atlantic (now Verizon) facility in the following states: Delaware, Maryland, New Jersey, Pennsylvania, Virginia, Washington D.C. and West Virginia.

T. *South Managers*

The term "*South Managers*" as used herein refers to current or former management employees who, at any time between January 6, 1994 and the *Notice Date* worked or are working at any former Bell Atlantic (now Verizon) facility in the following states: Delaware, Maryland, New Jersey, Pennsylvania, Virginia, Washington D.C. and West Virginia.

U. *Special Pension Enhancement 6&6*

The terms "*Special Pension Enhancement 6&6*" and/or "*SPE 6&6*" as used herein refer to the Management 6 and 6 Special Pension Enhancement, which was an amendment to the NYNEX Management Pension Plan and became effective on or after March 1, 1994.

**IV. RELIEF TO CLASS MEMBERS**

A. **Adjustment of *Net Credited Service***

The purpose of the *NCS* adjustments provided for in the *Parties'* settlement, as embodied in this *Consent Decree*, is to add a defined amount of *Service Credit* for certain periods of leave for which no *Service Credit* was previously granted, thereby adjusting the *NCS* date of *Defendants'* current or former female employees: (a) who took *Pregnancy-Related* or *Maternity-Related Leaves* from a *Defendant* (or related predecessors) commencing at any time

between July 2, 1965 and April 28, 1979; and/or (b) who took *CNC Leaves* from a *Defendant* (or related predecessors) commencing at any time between July 2, 1965 and December 31, 1983. Each *Class Member* shall be entitled to one restoration of *Service Credit* per pregnancy, regardless of whether the *Class Member* took more than one leave or type of leave in connection with the pregnancy. For purposes of this *Consent Decree*, a leave "commences" on the date of childbirth, except in the following case: Any *Class Member* who began a *Pregnancy-Related* or *Maternity-Related Leave* or *CNC Leave* between May 1, 1977 and August 7, 1977, inclusive, for a child born between August 8, 1977 and November 8, 1977, inclusive, shall be deemed to have commenced the leave on August 7, 1977.

1. Benefits To All *Class Members*

*Defendants* shall provide to all *Class Members*, except those eligible for relief under Paragraph IV.A.2, the following relief in the form of *Additional Service Credit*: (a) forty-nine (49) days of *Additional Service Credit* per pregnancy for each *Pregnancy-Related, Maternity-Related, or CNC Leave* from a *Defendant* (or related predecessors) commencing at any time between July 2, 1965 and August 7, 1977; (b) fourteen (14) days of *Additional Service Credit* per pregnancy for each *Pregnancy-Related, Maternity-Related, or CNC Leave* from a *Defendant* (or related predecessors) commencing at any time between August 8, 1977 and April 28, 1979; and (c) fourteen (14) days of *Additional Service Credit* per pregnancy for each *CNC Leave* from a *Defendant* (or related predecessors) commencing between April 29, 1979 and December 31, 1983.

2. Enhanced Benefits To Certain *Class Members*

*Defendants* shall provide to all *Class Members* who, for lack of one year or less of *Service Credit*, were ineligible, or were eligible but only with an early retirement reduction

penalty, for the *FAP 6&6* as of August 8, 1998 or the *SPE 6&6* as of the *Class Member's* last offer date, and who remain ineligible or continue to be subject to an early retirement reduction penalty with the *Additional Service Credit* provided by Paragraph IV.A.1, up to: (1) eighty-four (84) days of *Additional Service Credit* per pregnancy for each *Pregnancy-Related, Maternity-Related, or CNC Leave* from a *Defendant* (or related predecessors) commencing at any time between July 2, 1965 and August 7, 1977; (ii) fifty-six (56) days of *Additional Service Credit* per pregnancy for each *Pregnancy-Related, Maternity-Related, or CNC Leave* from a *Defendant* (or related predecessors) commencing at any time between August 8, 1977 and April 28, 1979, and (iii) twenty-eight (28) days of *Additional Service Credit* per pregnancy for each *CNC Leave* from a *Defendant* (or related predecessors) commencing between April 29, 1979 and December 31, 1983. This *Additional Service Credit* shall be credited only to the extent necessary to make a *Class Member* eligible to retire under the *FAP 6&6* or *SPE 6&6* and/or to eliminate or reduce the effect of an early retirement reduction penalty for a *Class Member* under the *FAP 6&6* or *SPE 6&6*. Should the *Additional Service Credit* be insufficient to provide eligibility for the *FAP 6&6* or *SPE 6&6* or to eliminate or reduce the effect of an early retirement reduction penalty, the *Class Member* shall only receive the *Additional Service Credit* provided by Paragraph IV. A. 1. Any *Class Member* made eligible for the *FAP 6&6* under this subsection shall receive, upon her retirement, the greater of the pension amount calculated as of the date of her actual retirement including the *Additional Service Credit* under Paragraph IV.A.2, or the pension amount under the *FAP 6&6* calculated as of August 8, 1998, which will be reflected in the applicable Statement of Benefits as set forth in Paragraph VI.C, with the *Additional Service Credit* under this subsection.

B. The Plaintiffs agree, as a condition of this *Consent Decree*, to accept the consideration provided for in this *Consent Decree* in full resolution and satisfaction of, and hereby covenant not to sue and irrevocably and unconditionally release, waive and forever discharge *Defendants* from, any and all claims raised in the charges, complaints, and amended complaints filed as set forth in this *Consent Decree*, as well as any sex discrimination or EPA claims involving *NCS* calculations for current or former employees of *Defendants*, relating to: (a) *Pregnancy-Related* or *Maternity-Related Leaves* taken between July 2, 1965 and April 28, 1979; and/or (b) *CNCLeaves* taken between July 2, 1965 and December 31, 1983.

C. Benefits To Current **And** Former *North Associates*

The relief provided to *Class Members* who are current and former *North Associates* under Paragraphs IV.A. 1 or 2 and this Paragraph IV.C including, but not limited to, all offers to retire, all adjustments of *Service Credit*, and all single retroactive payments, shall be awarded by *Defendants* in the manner set forth below on the *First Benefit Date* or by the *Second Benefit Date*, as indicated herein.

1. Any *North Associate* who terminated employment with an employing *Defendant* at any time between January 6, 1994 and the *Notice Date* for a reason other than retirement shall have her *NCS* date adjusted by *Defendants* as of the *Second Benefit Date* to reflect the *Additional Service Credit* provided by Paragraph IV.A. 1 for the purpose of a deferred vested pension. If the *Additional Service Credit* provided by Paragraph IV.A. 1 would have rendered the *North Associate* eligible for a service pension at the time her employment terminated, she will be given, as of the *First Benefit Date*, an offer to retire and to have her termination converted by *Defendants* to a retirement as of the date of her termination. Upon her election to retire, she shall commence receiving monthly pension benefits from *Defendants* based upon the

adjusted *NCS* date including the *Additional Service Credit* provided by Paragraph IV. A. 1. Any such *North Associate* shall also receive a single retroactive payment from *Defendants* by the *Second Benefit Date*, or by sixty (60) days after her election to retire, whichever is later, in an amount which represents the monthly pension benefits she would have received had she retired at her termination date based upon her adjusted *NCS* date including the *Additional Service Credit* under Paragraph IV.A.1, with interest calculated from the date of her termination on the full amount owed at a rate of 5.25%, to be compounded annually.

2. Except as provided in Paragraphs IV.C.3 and IV.C.4, any *North Associate* who retired from an employing *Defendant* at any time between January 6, 1994 and the *Notice Date* shall have her *NCS* date adjusted by *Defendants* by the *Second Benefit Date* to include the *Additional Service Credit* provided by Paragraph IV.A.1. Any such *North Associate* shall also receive a single retroactive payment from *Defendants*, by the *Second Benefit Date*, in an amount equal to the difference between the total of all monthly pension benefits received since retirement and the amount of those benefits had they been calculated using an adjusted *NCS* date including the *Additional Service Credit* under Paragraph IV.A.1, with interest calculated from the date of her retirement on the full amount owed at a rate of 5.25%, to be compounded annually. Pension benefits paid after the date of the *North Associate's* single retroactive payment shall be based upon the adjusted *NCS date* including the *Additional Service Credit* under Paragraph IV.A.1.

3. Any *North Associate* who retired under the *FAP 6&6* and was subject to an early retirement reduction penalty shall have her *NCS* date adjusted by *Defendants* by the *Second Benefit Date* to include the *Additional Service Credit* provided by Paragraph IV. A.2. Any such *North Associate* shall receive a single retroactive payment from *Defendants* by the *Second*

*Benefit Date* in an amount which represents the difference between the total of all monthly pension benefits received since retirement and the amount of those benefits had they been calculated using an adjusted *NCS* date including the *Additional Service Credit* provided by Paragraph IV.A.2, with interest calculated from the date of her retirement on the full amount owed at a rate of 5.25%, to be compounded annually. Pension benefits paid after the date of the *North Associate's* single retroactive payment shall be based upon the adjusted *NCS* date including the *Additional Service Credit* under Paragraph IV.A.2.

4. Any *North Associate* who would have been eligible for the *FAP 6&6* on August 8, 1998 with the *Additional Service Credit* provided by Paragraph IV.A.2, shall have her *NCS* date adjusted by *Defendants* to include the *Additional Service Credit* provided by Paragraph IV.A.2.

For any such *North Associate* who is a current employee, she shall be offered by *Defendants* the opportunity to retire under the *FAP 6&6* as of the *First Benefit Date*. A *North Associate* will have thirty (30) days to accept *Defendants'* offer to retire under the *FAP 6&6* under this subsection. If she accepts the offer to retire, she shall thereafter commence receiving monthly pension benefits and the Social Security Supplement if age-eligible, from *Defendants* which shall be based upon the adjusted *NCS* date as of August 8, 1998 including the *Additional Service Credit* under Paragraph IV.A.2. If the *North Associate* chooses not to retire under the *FAP 6&6* and remains currently employed, her *NCS* date shall remain adjusted by the *Additional Service Credit* under Paragraph IV.A.2 as of the *First Benefit Date*, and the adjusted *NCS* date shall apply for purposes of determining all terms and conditions of her employment. Any *North Associate* made eligible for the *FAP 6&6* under this subsection shall receive, upon retirement, the greater of the pension amount calculated as of the date of the *North Associate's*

actual retirement including the *Additional Service Credit* under Paragraph IV.A.2, or the pension amount under the *FAP 6&6* calculated as of August 8, 1998, with the *Additional Service Credit* under Paragraph IV.A.2, together with the Social Security Supplement if age-eligible.

For any such *North Associate* who has previously retired and is converting to the *FAP 6&6* pursuant to this paragraph, she shall receive a single retroactive payment from *Defendants* by the *Second Benefit Date*, in an amount which represents the difference between the total of all monthly pension benefits she received since retirement and the amount of monthly pension benefits (including the monthly Social Security Supplement if age-eligible) she would have received since her actual retirement if calculated as of the date of her actual retirement under the *FAP 6&6* using an adjusted *NCS* date including the *Additional Service Credit* provided by Paragraph IV.A.2, with interest calculated from the date of her actual retirement on the full amount owed at a rate of 5.25%, to be compounded annually. Pension benefits paid after the date of the *North Associate's* single retroactive payment shall be calculated under the *FAP 6&6* as of the date of her actual retirement and based upon the adjusted *NCS* date including the *Additional Service Credit* under Paragraph IV.A.2,

For any such *North Associate* who terminated employment since January 6, 1994 for a reason other than retirement, she shall have her termination converted by *Defendants* to a retirement under the *FAP 6&6* upon election of retirement by the *North Associate*, and she shall commence receiving monthly pension benefits and the Social Security Supplement if age-eligible, from *Defendants* based upon the adjusted *NCS* date including the *Additional Service Credit* provided by Paragraph IV.A.2. Any such *North Associate* shall also receive a single retroactive payment from *Defendants* by the *Second Benefit Date* in an amount which

represents the monthly pension benefits (including the Social Security Supplement if age-eligible) she would have received had she retired at her termination date with the *FAP 6&6* based upon her adjusted *NCS* date including the *Additional Service Credit* under Paragraph IV.A.2, with interest calculated from the date of her termination on the full amount owed at a rate of 5.25%, to be compounded annually.

5. Except as provided in Paragraph IV.C.4, any *North Associate* who is currently employed shall have her *NCS* date adjusted by *Defendants* as of the *First Benefit Date* to include the *Additional Service Credit* provided by Paragraph IV. A. 1, and the adjusted *NCS* date shall thereafter apply for purposes of determining all terms and conditions of her employment including, but not limited to, future pension benefits.

**D. Benefits To Current And Former *South Associates***

The relief provided to *Class Members* who are current and former *South Associates* under Paragraph IV.A. 1 and this Paragraph IV.D including, but not limited to, all offers to retire, all adjustments of *Service Credit*, and all single retroactive payments, shall be awarded by *Defendants* on the *First Benefit Date* or the *Second Benefit Date*, as indicated herein.

1. Any *South Associate* who terminated employment with an employing *Defendant* at any time between January 6,1994 and the *Notice Date* for a reason other than retirement shall have her *NCS* date adjusted by *Defendants* as of the *Second Benefit Date* to reflect the *Additional Service Credit* provided by Paragraph IV. A. 1 for the purpose of a deferred vested pension.

If the *Additional Service Credit* provided by Paragraph IV.A.1 would have rendered the *South Associate* eligible for a service pension at the time her employment terminated, she will be given, as of the *First Benefit Date*, an offer to retire and to have her

termination converted by *Defendants* to a retirement as of the date of her termination. Upon her election to retire, she shall commence receiving monthly pension benefits from *Defendants* based upon an adjusted *NCS* that includes the *Additional Service Credit* provided by Paragraph IV.A.1. Any such *South Associate* shall also receive a single retroactive payment from *Defendants* by the *Second Benefit Date*, or by sixty (60) days after her election to retire, whichever is later, in an amount which represents the monthly pension benefits she would have received had she retired at her termination date based upon her adjusted *NCS* date including the *Additional Service Credit* under Paragraph IV.A.1, with interest calculated from the date of her termination on the full amount owed at a rate of 5.25%, to be compounded annually.

2. Any *South Associate* who retired from an employing *Defendant* at any time between January 6, 1994 and the *Notice Date* shall have her *NCS* date adjusted by *Defendants* by the *Second Benefit Date* to include the *Additional Service Credit* provided by Paragraph IV.A.1. Any such *South Associate* shall also receive a single retroactive payment from *Defendants*, by the *Second Benefit Date*, in an amount which represents the difference between the total of all monthly pension benefits received since retirement and the amount of those benefits had they been calculated using an adjusted *NCS* date that included the *Additional Service Credit* under Paragraph IV.A.1, with interest calculated from the date of her retirement on the full amount owed at a rate of 5.25%, to be compounded annually. Pension benefits paid after the date of the *South Associate's* single retroactive payment shall be based upon the adjusted *A O* date including the *Additional Service Credit* under Paragraph IV.A.1.

3. Any *South Associate* who is currently employed shall have her *NCS* date adjusted by *Defendants* as of the *First Benefit Date* to include the *Additional Service Credit* provided by Paragraph IV.A. 1, and the adjusted *NCS* date shall thereafter apply for purposes of

determining all terms and conditions of her employment including, but not limited to, future pension benefits.

**E. Benefits To Current And Former *South Managers***

The relief provided to *Class Members* who are current and former *South Managers* pursuant to Paragraphs IV.A. 1 and this Paragraph IV.E including, but not limited to, all offers to retire, all adjustments of *Service Credit*, and all payments, shall be awarded by *Defendants* in the manner set forth below by the *First Benefit Date* or by the *Second Benefit Date*, as indicated herein. The benefits under this Paragraph IV.E shall be computed as set forth in Exhibit M.

1. Any *South Manager* who terminated employment with an employing *Defendant* at any time between January 6, 1994 and the *Notice Date* for a reason other than retirement shall have her *NCS* date, and deferred vested benefits and/or her Cash Balance Account, adjusted by *Defendants* as of the *Second Benefit Date* in an amount equivalent to the value of the *Additional Service Credit* provided by Paragraph IV.A. 1 for the purpose of a deferred vested pension.

*If the Additional Service Credit* provided by Paragraph IV.A.1 would have rendered the *South Manager* eligible for a service pension at the time her employment terminated, she will be given, as of the *First Benefit Date*, an offer to retire and to have her termination converted to a retirement by *Defendants* as of the date of her termination. Upon her election to retire, she shall commence receiving pension benefits from *Defendants* based upon the adjusted *NCS* date including the *Additional Service Credit* provided by Paragraph IV.A.1. Any such *South Manager* who will now receive monthly pension benefits under this paragraph shall also receive a single retroactive payment from *Defendants* by the *Second Benefit Date*, or by sixty (60) days after her election to retire, whichever is later, in an amount which represents the value

of the monthly pension benefits she would have received had she retired at her termination date based upon her adjusted *NCS* date including the *Additional Service Credit* under Paragraph IV.A.1, with interest calculated from the date of her termination on the full amount owed at a rate of 5.25%, to be compounded annually.

2. Any *South Manager* who retired from an employing *Defendant* at any time between January 6,1994 and the *Notice Date* shall have her *NCS* date and the amount of her pension benefit adjusted by *Defendants* by the *Second Benefit Date* to reflect the value of the *Additional Service Credit* provided by Paragraph IV. A, 1. Any such *South Manager* shall also receive a single retroactive payment from *Defendants*, by the *Second Benefit Date*, in an amount which represents the difference between the pension benefits received since retirement and the value of the amount of those benefits had they been calculated using an adjusted *NCS* date including the *Additional Service Credit* under Paragraph IV.A. 1, with interest calculated from the date of her retirement on the full amount owed at a rate of 5.25%, to be compounded annually.

3. Any *South Manager* who is currently employed shall have her *NCS* date adjusted by *Defendants* as of the *First Benefit Date* to include the *Additional Service Credit* provided by Paragraph IV.A.1, and the adjusted *NCS* date shall thereafter apply for purposes of determining all terms and conditions of her employment including, but not limited to, future pension benefits. Any such *South Manager* shall also have the amount of her Cash Balance Account adjusted by *Defendants* by the *Second Benefit Date* to include the value of the *Additional Service Credit* provided by Paragraph IV.A.1,

**F. Benefits To Current And Former *North Managers***

The relief provided to *Class Members* who are current and former *North Managers* pursuant to Paragraphs IV. A. 1 or 2 and this Paragraph IV.F including, but not limited to, all offers to retire, all adjustments of *Service Credit*, and all payments, shall be awarded by *Defendants* in the manner set forth below by the *First Benefit Date* or by the *Second Benefit Date*, as indicated herein. The benefits under this Paragraph IV.F shall be computed as set forth in Exhibit M.

1. Any *North Manager* who terminated employment with an employing *Defendant* at any time between January 6, 1994 and the *Notice Date* for a reason other than retirement shall have her *NCS* date, and her deferred vested benefits and/or her Cash Balance Account, adjusted by *Defendants* as of the *Second Benefit Date* in an amount equivalent to the value of the *Additional Service Credit* provided by Paragraph IV.A.1 for the purpose of a deferred vested pension.

If the *Additional Service Credit* provided by Paragraph IV. A. 1 would have rendered the *North Manager* eligible for a service pension at the time her employment terminated or the *Additional Service Credit* provided by Paragraph IV. A.2 would have rendered the *North Manager* eligible for a service pension under the *SPE 6&6* as of her last *SPE 6&6* offer date, she will be given, as of the *First Benefit Date*, an offer to retire and to have her termination converted to a retirement by *Defendants* as of the date of her termination. Upon her election to retire, she shall commence receiving pension benefits and the Social Security Supplement if age-eligible, from *Defendants* based upon the adjusted *NCS* date including the *Additional Service Credit* provided by Paragraph IV.A. 1 or Paragraph IV.A.2, as applicable. Any such *North Manager* who will now receive monthly pension benefits under this paragraph shall also

receive a single retroactive payment from *Defendants* by the *Second Benefit Date*, or by sixty (60) days after her election to retire, whichever is later, in an amount which represents the value of the monthly pension benefits (including the Social Security Supplement if age-eligible) she would have received had she retired at her termination date based upon her adjusted *NCS* date including the *Additional Service Credit* under Paragraph IV.A. I or IV.A.2, with interest calculated from the date of her termination on the full amount owed at a rate of 5.25%, to be compounded annually.

2. Except as provided in paragraphs IV.F.3 and IV.F.4, any *North Manager* who retired from an employing *Defendant* at any time between January 6, 1994 and the *Notice Date* shall have *her NCS* date and the amount of her pension benefit adjusted by *Defendants* by the *Second Benefit Date* to reflect the value of the *Additional Service Credit* provided by Paragraph IV.A.1. Any such *North Manager* shall also receive a single retroactive payment from *Defendants*, by the *Second Benefit Date*, in an amount which represents the difference between the pension benefits received since retirement and the value of the amount of those benefits had they been calculated using an adjusted *NCS* date including the *Additional Service Credit* under Paragraph IV.A.1, with interest calculated from the date of her retirement on the full amount owed at a rate of 5.25%, to be compounded annually.

3. Any *North Manager* who retired under the *SPE 6&6* and was subject to an early retirement reduction penalty shall have *her NCS* date and benefits adjusted by *Defendants* by the *Second Benefit Date* to include the *Additional Service Credit* provided by Paragraph IV.A.2, provided such *Additional Service Credit* eliminates or reduces the effect of her early retirement reduction penalty. Any such *North Manager* shall receive a single retroactive payment from *Defendants* by the *Second Benefit Date* in an amount which represents the

difference between the pension benefits received since retirement and the value of the amount of those benefits had they been calculated using an adjusted *NCS* date including the *Additional Service Credit* provided by Paragraph IV.A.2, with interest calculated from the date of her retirement on the full amount owed at a rate of 5.25%, to be compounded annually. Pension benefits paid to any such individual after the date of her single retroactive payment shall be based upon the adjusted *NCS* date including the *Additional Service Credit* under Paragraph IV.A.2.

4. Any *North Manager* who, with the *Additional Service Credit* provided by Paragraph IV.A.2, would have been eligible for the *SPE 6&6* with a service pension as of the last date she received a *SPE 6&6* offer, shall have her *NCS* date adjusted by *Defendants* by the *First Benefit Date* to include the *Additional Service Credit* provided by Paragraph IV.A.2.

Any such active *North Manager* shall be offered by *Defendants* the opportunity to retire under the *SPE 6&6* as of the *First Benefit Date*, and will have thirty (30) days to accept *Defendants'* offer to retire under the *SPE 6&6* pursuant to this subsection. If such a *North Manager* accepts the offer to retire, she shall thereafter commence receiving monthly pension benefits (including the Social Security Supplement, if age-eligible) from *Defendants* under the *SPE 6&6*, which shall be based upon the adjusted *AC?* date as of the date of her last *SPE 6&6* offer including the *Additional Service Credit* under Paragraph IV.A.2. If a *North Manager Employee* chooses not to retire under the *SPE 6&6* and remains currently employed, her *NCS* date shall remain adjusted by the *Additional Service Credit* under Paragraph IV.A.2, as of the *First Benefit Date*, and the adjusted *NCS* date shall apply for purposes of determining all terms and conditions of her employment including, but not limited to, future pension benefits.

For any such *North Manager* who has previously retired, she shall receive a single retroactive payment from *Defendants* by the *Second Benefit Date*, in an amount which represents the difference between the total value of the monthly pension benefits received since retirement and the amount of the monthly pension benefits (including the Social Security Supplement, if age-eligible) she would have received since her actual retirement if calculated under the *SPE 6&6* as of the date of her actual retirement, including the *Additional Service Credit* under Paragraph IV.A.2, with interest calculated from the date of her actual retirement on the full amount owed at a rate of 5.25%, to be compounded annually. Pension benefits paid after the date of the *North Manager's* single retroactive payment shall be calculated under the *SPE 6&6* as of the *North Manager's* date of actual retirement and based upon the adjusted *NCS* date including the *Additional Service Credit* under Paragraph IV.A.2.

5. Except as provided in Paragraph IV.F.4, any *North Manager* who is currently employed shall have her *NCS* date adjusted by *Defendants* as of the *First Benefit Date* to include the *Additional Service Credit* provided by Paragraph IV.A. 1, and the adjusted *NCS* date shall thereafter apply for purposes of determining all terms and conditions of her employment including, but not limited to, future pension benefits. Any such *North Manager* shall also have the amount of her Cash Balance Account adjusted by *Defendants* by the *Second Benefit Date* to include the value of the *Additional Service Credit* provided by Paragraph IV.A.1.

G. Any *Class Member* made service-pension eligible under the terms of this *Consent Decree* shall also be entitled to retiree medical and other retiree benefits, on a prospective basis, as such benefits are provided under the applicable collective bargaining agreements, benefit plans and/or *Defendants'* policies in effect as of the date of her election to retire.

**V. NOTIFICATION TO CLASS MEMBERS**

A. By the *Notice Date*, *Defendants* shall send by first class U.S. mail, postage prepaid, to the last known address of each *Class Member*, a notice of their potential eligibility for relief under the terms of this *Consent Decree*, and of the scheduling of a hearing to consider the fairness of the terms of the settlement embodied in this *Consent Decree*. A copy of the Notice of Proposed Settlement, Consent Decree, and Fairness Hearing (the "Notice") is attached as Exhibit A to this *Consent Decree*.

B. With such Notice, *Defendants* shall also mail the following documents which, collectively, shall constitute the Notice Package ("Notice Package"):

1. a joint cover letter describing the Notice Package, a copy of which is attached to this *Consent Decree* as Exhibit B;
2. a document entitled "Questions and Answers About The Settlement," ("Questions and Answers") a copy of which is attached to this *Consent Decree* as Exhibit C;
3. a Notice of Intent to Object to the Proposed Settlement ("Objection Notice"), a copy of which is attached as Exhibit D to this *Consent Decree*;
4. a Request to Opt-Out of and Be Excluded From the Settlement ("Opt-Out Form"), a copy of which is attached as Exhibit E to this *Consent Decree*;
5. a Claim Form and Certification ("Claim Form") to be completed and returned as provided below in Paragraph VIA, a copy of which is attached as Exhibit F to this *Consent Decree*;

6. a Release and Waiver of Claims Form ("Waiver"), a copy of which is attached as Exhibit G to this *Consent Decree*.

C. In addition to mailing the Notice Package, *Defendants* shall also publish a Summary Notice in "News & Views" (retirees) and "Eyes on You" (active employees), company-wide publications. In the event that the Summary Notice cannot be published in "News & Views" and/or "Eyes on You" near the Notice Date, the Summary Notice will be published in "VZ" (for active employees) and/or sent to retirees by mail with their monthly pension checks. A copy of the Summary Notice is attached as Exhibit H to this *Consent Decree*.

D. *Defendants* shall provide a list of the individuals to whom Notice Packages were mailed to counsel for the Plaintiffs within fifteen (15) days of mailing.

E. If any Notice Packages are returned as undeliverable, *Defendants* shall inform counsel for Plaintiffs and shall undertake reasonable steps to obtain a valid mailing address. *Defendants* shall then send the Notice Package to any new address obtained. *If Defendants* believe that a *Class Member* is incompetent, they shall take reasonable steps to identify the *Class Member's* personal or legal representative. If any such person is identified, *Defendants* will mail the Notice Package to such personal or legal representative by first class U.S. mail, postage prepaid. Plaintiffs shall provide reasonable assistance to *Defendants* in locating a *Class Member*, including providing any address or other information in their possession.

F. In addition to the costs of preparing and mailing the Notice Packages, *Defendants* shall bear all costs associated with *Defendants'* and *Defendants'* agents' processing of claims for relief as described below in Section VI. *Defendants* shall also provide, at their expense, a toll-free hotline (the "hotline"), with associated telephone lines and equipment, for

*Class Members* to call regarding their eligibility for relief under the terms of this *Consent Decree* and the associated claims process. The hotline shall be placed in an office provided by the EEOC or, alternatively, at CWA space located in New York, New York, and shall be answered for a period of 105 days after the *Notice Date* between the hours of 9:00 a.m. and 5:00 p.m. Eastern Standard Time, Monday through Friday, by two Union-represented employees, who shall be paid at their regular rate by *Defendants*. It is understood by the *Parties* that, during the 105-day period following the *Notice Date*, up to four Union-represented employees, who shall be paid at their regular rate by *Defendants*, may be assigned to answer the hotline should the *Parties* agree that the hotline call volume requires more than two Union represented employees. It is also understood that should the hotline call volume decrease during the 105-day period following the *Notice Date*, the *Parties* may agree that a single Union representative is sufficient to answer the hotline or that no Union representative is needed at all. The *Parties* agree that after the 105-day period voicemail will be utilized to: (a) refer technical or procedural questions to Hewitt Associates (the "Settlement Administrator"), including questions regarding the settlement timeline and deadlines, the notice package and/or other settlement implementation documents, the amount and computation of any benefits, and the status of *Class Members'* claims; (b) permit the caller to speak directly with an EEOC employee (and/or hotline staff, if so agreed by the *Parties* based on call volume); or (c) permit the caller to leave a message to be returned by the EEOC (and/or hotline staff, if so agreed by the *Parties* based on call volume) during a concentrated period of time in order to avoid staff downtime. As to (b) and (c) in the preceding sentence, the hotline shall be answered during normal business hours, and calls left in voicemail shall be returned, by the EEOC, except that the *Parties* may agree that the hotline call volume after 105 days requires a single Union-

represented employee, or some portion thereof, to assist the EEOC in answering the hotline and/or in returning calls. Under no circumstances shall *Defendants* be required to pay anyone to answer the hotline after the last date that a disputed claim form may be submitted by a *Class Member* under the terms of the *Consent Decree*.

It is the *Parties'* intention to match hotline staffing levels with call volume and, therefore, agreement to reduce or increase the staffing levels as set forth herein shall not be unreasonably requested or withheld by the *Parties*. The EEOC shall provide an employee to supervise and answer the hotline and to monitor and keep a record of call volume and the nature of the calls. The EEOC shall also provide computer equipment and software. The EEOC employee and the Union-represented employees will be provided with training on the subject matters likely to be addressed in hotline calls. A representative of *Defendants* will be provided with training, and may be present at the hotline office at all times to observe and assist in the operation of the hotline.

#### VI. **CLAIMS PROCESS FOR OBTAINING RELIEF**

A. Subject to the provisions of this *Consent Decree* governing relief to *Class Members* as set forth in Section IV herein, in order to receive relief under the terms of this *Consent Decree*, a *Class Member* shall be required to complete the Claim Form attached as Exhibit F and the Waiver attached as Exhibit G, to certify that she took one or more *Pregnancy-Related* or *Maternity-Related Leaves of Absence* from a *Defendant* commencing at any time between July 2, 1965 and April 28, 1979, and/or one or more *CNCLeaves* commencing at any time between July 2, 1965 and December 31, 1983, and to provide proof of the child's birth, as set forth in the Claim Form, for each leave claimed. *Class Members* shall be required to submit the Claim Form and supporting proof of birth to *Defendants* or their agent

by no later than seventy-five (75) days after the Notice Date (the "Return Date"), except for a *Class Member* who objects to the *Consent Decree* pursuant to Paragraph VIII.B. who, if she elects to submit a Claim Form, must do so no later than thirty (30) days after *Final Approval of this Consent Decree*. *Defendants* shall provide counsel for Plaintiffs with a list of the *Class Members* who submitted *Claim Forms* and a description thereof or, in the alternative, copies of all *Claim Forms* submitted under this section, on a biweekly basis.

*Class Members* who have questions about the rights and claims relinquished by executing the Waiver may consult, at no expense, with the following attorneys: (1) *Class Members* represented by CWA may contact CWA counsel; (2) *Class members* represented by IBEW may contact IBEW counsel; and (3) Current or former *North and South Managers* and Non-Bargained for *Class Members* may contact private counsel agreed to by the *Parties*.

B. Any *Class Member* who does not return the Claim Form by the Return Date shall have waived her right to any relief under this *Consent Decree*. *Defendants* will, however, consider a Claim Form that is untimely, provided that the *Class Member* submits a Disputed Claim Form, as set forth in Section VII herein, setting forth the reason the Claim Form was not submitted by the Return Date, together with underlying supporting documents and material. Any such Disputed Claim Form will be processed in accordance with the terms of this *Consent Decree*. For relief to be granted on such a disputed claim pursuant to the Disputed Claims Process, the reason for the untimely submission must be extenuating circumstances beyond the control of the *Class Member*.

C. Within one hundred and twenty (120) days after the *Final Approval of this Consent Decree*, *Defendants* shall mail by first class U.S. mail, postage prepaid, to each *Class Member* who is entitled to benefits provided by Section IV of this *Consent Decree*, a Statement

of Benefits. All *Class Members* will receive a Statement of Benefits prior to their receipt of benefits, except for current managers, who may receive their Statement of Benefits between the *First Benefit Date* (when their *NCS* dates will be adjusted) and the *Second Benefit Date* in order to include in the Statement of Benefits the value of the adjustments to their Cash Balance Accounts. Copies of the Statements of Benefits applicable to various *Class Members* are attached as Exhibit I to the *Consent Decree*. Each *Class Member* will receive only her own Statement of Benefits. *Defendants* will provide to counsel for Plaintiffs a list of individuals receiving a Statement of Benefits indicating, for each, the amount and/or type of benefits she will receive under the terms of the *Consent Decree*.

## **VII. DISPUTED CLAIMS PROCESS**

A. At the same time that *Defendants* mail the Statements of Benefits (Exhibit I) to each *Class Member*\* *Defendants* shall also mail the Disputed Claim Form attached as Exhibit J to this *Consent Decree*. A *Class Member* shall have forty-five (45) days from the date the Disputed Claim Form is mailed to her to submit that form, together with any supporting documentation, in the event she disputes *Defendants'* determination of eligibility for, the amount of, the calculation of, or the value of, the *Additional Service Credit* or any other benefits under this *Consent Decree*, either in whole or in part, or any other claim of relief under the terms of this *Consent Decree*. This Form and any supporting documentation shall be mailed to *Defendants* or their agent. *Defendants* or their agent shall provide counsel for Plaintiffs with a copy of all Disputed Claim Forms and accompanying documentation on a biweekly basis.

B. *Defendants* shall, within forty-five (45) days, review each Disputed Claim Form and grant additional benefits in response to such claims where it determines the *Class Member* is entitled to such benefits.

C. Plaintiffs' counsel and *Defendants*\* counsel shall establish a three-member Claims Processing Committee (the "Committee") with one representative each from the EEOC, the Plaintiff-Intervenor Unions, and *Defendants*. The Committee shall review all disputed claims of eligibility for *Additional Service Credit* and/or the amount or type of benefits to which the *Class Member* is entitled under the terms of the *Consent Decree*, provided *Additional Service Credit* has not previously been granted by *Defendants* for such claims under Paragraph VII.B. Of the three members of the Committee, only the representative from *Defendants* and the representative from the EEOC shall vote on the disposition of any Disputed Claims brought by *Class Members* who are current or former management employees or non-management employees not represented by the Plaintiff-Intervenor Unions. Only the representative from *Defendants* and the representative from the Plaintiff-Intervenor Unions shall vote on the disposition of any Disputed Claims brought by *Class Members* who are current or former associate employees represented by the Plaintiff-Intervenor Unions. Should the two Committee members voting on any issue be unanimous in their vote, their decision will be final and binding upon the *Class Member* and upon the *Parties*, and there shall be no appeal to the Special Master, identified below, or to any other individual or entity, except that the *Class Member* can resubmit her disputed claim to the Committee for reconsideration, within fifteen (15) days of the date contained on the Committee's disposition of the disputed claim, only where the Committee has made an error of calculation or a factual error relating to the duration

of a *Pregnancy-Related* or *Maternity-Related* or *CNCL*leave taken by a *Class Member*, or the number of such leaves.

The Committee will make its determination under the terms of this *Consent Decree* based solely on its review of the Disputed Claim Form and accompanying documentation. There shall be no live testimony taken by the Committee, The Committee is charged only with applying the terms of this *Consent Decree*, and is not charged with and is without authority to interpret, and is prohibited from interpreting, the terms of any of *Defendants'* pension plans. A *Class Member* whose Disputed Claim Form is resolved by the Committee shall be informed of the Committee's decision within forty-five (45) days of the submission of the disputed claim to the Committee, except in the case of a request for reconsideration, where the Committee shall notify the *Class Member* of its decision within thirty (30) days of the submission of the reconsideration request to the Committee.

Counsel for the *Parties* shall develop a set of binding guidelines to be used by the Committee in resolving any disputed claims. Members of the Committee and the individuals selected to answer the hotline, as addressed in Paragraph V.F above, including the two potential additional individuals to be used to answer the hotline if necessary, will also be provided with appropriate training, to be agreed upon by the *Parties*, regarding the settlement, the *Consent Decree* and how to fulfill their roles.

D. If the Committee is unable to agree on the resolution of any disputed claim within forty-five (45) days of its receipt, any such Disputed Claim Forms and accompanying documentation shall be submitted for binding resolution to Special Master Margaret Shaw, who is hereby appointed by the Court for this purpose. The Special Master shall resolve the disputed claim under the terms of this *Consent Decree* based solely on her review of the

Disputed Claim Form and accompanying documentation, provided that the Special Master may, where necessary, request in writing that additional information be submitted in writing by the *Class Member*. The Special Master is charged only with applying the terms of this *Consent Decree*, and is not charged with and is without authority to interpret, and is prohibited from interpreting, the terms of any of *Defendants'* pension plans. A *Class Member* whose Disputed Claim Form is submitted to the Special Master shall be informed of her decision within forty-five (45) days of the submission to the Special Master.

E. *Defendants* shall bear their costs and the costs of any of their agents associated with the dispute resolution process, the cost of one Union representative for his or her time spent working as a member of the Committee, which shall be paid at his or her regular rate; and the cost of the Special Master. *Defendants* will make available, for the Committee's use, and at its cost, Company facilities, equipment, supplies and telephones.

### **VIII. FAIRNESS HEARING AND OBJECTIONS TO SETTLEMENT**

A. Between 105 and 135 days after the Notice Date, the Court shall hold a hearing (the "Fairness Hearing") to: (i) review the proposed settlement and determine whether it is fair, reasonable and adequate and warrants *Final Approval*; and (ii) to consider any timely objections made to the proposed settlement, and all responses thereto by the *Parties*. At the Fairness Hearing, the *Parties* shall ask the Court to grant *Final Approval of this Consent Decree*.

B. Any *Class Member* who wishes to object to the proposed settlement must complete the Notice of Intent to Object to the Proposed Settlement (Exhibit D) which will be mailed with the Notice Packages, and return it to counsel for the EEOC postmarked no later than seventy-five (75) days after the Notice Date. The EEOC shall distribute copies of any

objections to counsel for the *Parties* on a weekly basis. No later than seven (7) days prior to the Fairness Hearing, the *Parties* shall file the objections and their responses thereto with the Court.

C. Any *Class Member* who wishes to opt-out of the *Class* proposed by this *Consent Decree* must complete the Request to Opt-Out of and Be Excluded From the Proposed Settlement (Exhibit E) which will be mailed with the Notice Package, and return it to counsel for the EEOC postmarked no later than seventy-five (75) days after the Notice Date, The EEOC shall distribute copies of the Opt-Out Forms to counsel for the other *Parties* on a weekly basis. The EEOC shall file copies of the Opt-Out Forms with the Court within sixty (60) days of the Court's *Final Approval of this Consent Decree*.

Any *Class Member* who submits a Request to Opt-Out of and Be Excluded From the Settlement and later wishes to withdraw the Request to Opt-Out of and Be Excluded From the Settlement and submit a Claim Form may do so provided she files her withdrawal with the EEOC and submits a Claim Form, an executed Waiver, and proof of child(ren)'s birth(s) postmarked on or before 30 days after *Final Approval of this Consent Decree*. The EEOC shall distribute copies of any such withdrawals to counsel for the *other Parties* on a weekly basis. The EEOC shall file copies of any such withdrawals with the Court within ninety (90) days of the Court's *Final Approval of this Consent Decree*.

D. If the Court should for any reason not approve all of the terms of the settlement as outlined in this *Consent Decree*, then this *Consent Decree* shall, unless all of the *Parties* agree otherwise in writing, be null and void and without any force or effect. In that event, all *Parties* to this *Consent Decree* and all *Class Members* described in the *Consent Decree* shall

stand in the same position without prejudice as if the *Consent Decree* had been neither entered into nor filed with the Court.

E. If the Court grants *Final Approval of this Consent Decree*, an Order of Final Judgment Approving Settlement, in the form attached as Exhibit K, shall be entered.

F. Upon the *Final Approval of this Consent Decree*, each *Class Member* who receives notice of the proposed settlement and Fairness Hearing and does not opt out of the settlement, agrees to be bound by the terms of this *Consent Decree* and by any judgment entered in this case and shall, by this *Consent Decree*, be deemed to have released and discharged *Defendants* with respect to any and all sex discrimination and equal pay claims under Title VII, the EPA, and CRA of 1991 relating to *NCS* or *Service Credit* for: (a) *Pregnancy-Related* or *Maternity-Related Leaves* commencing at any time between July 2, 1965 and April 28, 1979; or (b) *CNC leaves* commencing at any time between July 2, 1965 and December 31, 1983, except for any relief they may be entitled to receive pursuant to this *Consent Decree*.

#### IX. ATTORNEYS' FEES

A. Provided this *Consent Decree* is approved by the Court in the form agreed to by the *Parties*, *Defendants* agree to pay to Plaintiff-Intervenors reasonable attorneys' fees and costs incurred commencing with the preparation of the EEOC charges underlying the Civil Actions set forth in Section I through the date this *Consent Decree* expires, as specified herein. These fees and costs may include only those fees and costs incurred by counsel actively engaged in the administrative charges, litigation and/or settlement of the Civil Actions. Attorneys' fees and costs for the period after the date of the execution of this *Consent Decree* through the date this *Consent Decree* ends, as set forth in Paragraph II.D. above (the "post-

execution period") will be paid only for counsel for Plaintiff-Intervenors' services in interpreting, with counsel for *Defendants*, a provision or provisions of this *Consent Decree* to facilitate the administration of the settlement as set forth in this *Consent Decree*, otherwise participating in the resolution of issues affecting the *Class* or multiple *Class Members* and involving and arising out of the settlement implementation process, and/or, if necessary, preparing and presenting an application for attorneys' fees.

B. *Defendants* and Plaintiff-Intervenors agree that *Defendants*, together with each Plaintiff-Intervenor, will immediately make a good faith effort to mutually agree upon an amount of attorneys' fees and costs to be paid by *Defendants* separately to counsel for Plaintiff-Intervenor CWA and to counsel for Plaintiff-Intervenor IBEW Local 2213 (who will also represent counsel for the other Plaintiff-Intervenor IBEW locals) to compensate each in one amount for both fees and costs incurred up until the date this *Consent Decree* is executed by the *Parties* and for projected fees and costs for the post-execution period in accordance with Paragraph IX.A. above.

C. To facilitate mutual agreement on the amounts of attorneys' fees and costs set forth above, Counsel for Plaintiff-Intervenors will immediately provide to *Defendants* all of their contemporaneously-prepared and maintained records of time expended and records of costs incurred in this matter, together with all appropriate invoices, receipts and other backup material. For attorneys' fees and costs to be incurred during the post-execution period, an estimation of the amount of such fees and costs likely to be incurred shall also be immediately provided to *Defendants*. This information shall be provided for each attorney and/or paralegal for whom fees are sought.

D. If *Defendants* and Plaintiff-Intervenor(s) agree upon the amount of attorneys' fees and costs to be paid to counsel for Plaintiff-Intervenor IBEW and/or counsel for Plaintiff-Intervenor CWA for all services through the post-execution period, such amount(s) shall be paid within forty (40) days after the *Final Approval of this Consent Decree*, provided there is no appeal from the *Final Approval*. In the event of an appeal from the *Final Approval of this Consent Decree*, the attorneys' fees and costs set forth above will be paid no later than ten (10) days after (a) the entry on appeal of an order affirming the *Final Approval* and the expiration of the time for the filing of all appeals or petitions for certiorari from such order if a further appeal is not taken or a petition is not filed, or (b) the entry on appeal of an order affirming the *Final Approval* if a further appeal is taken or a petition is filed.

E. If *Defendants* and either or both Plaintiff-Intervenors cannot reach agreement as to the amount of attorneys' fees and costs discussed above to be paid to counsel for each Plaintiff-Intervenor, *Defendants* and the Plaintiff-Intervenor(s) agree to attend a one-day mediation before Margaret Shaw for the sole purpose of attempting to reach such agreement. In making any proposal or recommendation for the resolution of any disagreement over the amount of attorneys' fees and costs, the mediator shall be guided and bound by the principles of statutory and common law applicable to attorneys' fee issues in Title VII cases in the Second Circuit. If agreement is reached with the mediator's assistance, the agreed-upon attorneys' fees and costs will be paid by *Defendants* to counsel for Plaintiff-Intervenor(s) within thirty (30) days after the *Final Approval of this Consent Decree* or within thirty (30) days of the agreement, whichever is later, provided there is no appeal from the *Final Approval of this Consent Decree*. In the event of an appeal from the *Final Approval of this Consent Decree*, the attorneys' fees and costs set forth above will be paid no later than ten (10) days after: (a) the

entry on appeal of an order affirming the *Final Approval* and the expiration of the time for the filing of all appeals or petitions for certiorari from such order if a further appeal is not taken or a petition is not filed; or (b) the entry on appeal of an order affirming the *Final Approval* if a further appeal is taken or a petition is filed.

F. If *Defendants* and either or both Plaintiff-Intervenors still cannot reach an agreement, the matter of the amount of attorneys' fees and costs discussed above payable to such counsel for Plaintiff-Intervenor(s) will be submitted to Chief U.S. Magistrate Theodore H. Katz for resolution through an application by Plaintiff-Intervenor's counsel. Such application will include substantiation of the attorneys' fees and costs sought. In making any proposal or recommendation for the resolution of any disagreement over the amount of attorneys' fees and costs, Magistrate Katz shall be guided and bound by the principles of statutory and common law applicable to attorneys' fee issues in Title VII cases in the Second Circuit. *Defendants* shall have forty-five (45) days to respond from the date the application is filed. Any attorneys' fees and costs awarded by Judge Katz pursuant to this paragraph will be paid by *Defendants* to counsel for Plaintiff-Intervenor(s) within thirty (30) days of Judge Katz's determination, provided there is no appeal from the *Final Approval of this Consent Decree*. In the event of an appeal from the *Final Approval of this Consent Decree*, the attorneys\* fees and costs set forth above will be paid no later than ten (10) days after (a) the entry on appeal of an order affirming the *Final Approval* and the expiration of the time for the filing of all appeals or petitions for certiorari from such order if a further appeal is not taken or a petition is not filed, or (b) the entry on appeal of an order affirming the *Final Approval* if a further appeal is taken or a petition is filed.

settlement of this litigation, except that the terms of this *Consent Decree* do not modify the relief granted under the Consent Decree settling EEOC v. New England Telephone and Telegraph Company. Civil Action No. 81-1571-K (D. Mass.), or the Consent Decree settling Jackson v. The Chesapeake and Potomac Telephone Company of Maryland. Civil Action No. 76-699 (D. Md.), and EEOC v. The Chesapeake and Potomac Telephone Company of Maryland. Civil Action No. 78-2146 (D. Md.). Should a conflict be found to exist between this *Consent Decree* and any of its Exhibits, the *Consent Decree* shall govern. This *Consent Decree* may be changed only by written agreement of the *Parties* which is: (1) signed by the *Parties* who have executed this *Consent Decree*; and (2) filed with the Court.

E. Any disputes over the meaning or intent of any provision of this *Consent Decree* that cannot be resolved by mutual agreement of counsel for the *Parties* shall be resolved by the Court, which decision shall be final and binding.

F. The *Parties* hereby agree to use their best efforts to obtain all approvals necessary and to do all things necessary or helpful to effectuate the implementation of this *Consent Decree* according to its terms, including the exchange of documents and materials needed for the purpose of providing notice and conducting any hearing, and to satisfy the material conditions of this *Consent Decree*.

G. *Defendants* will withhold applicable taxes from any monetary relief paid to *Class Members* pursuant to this *Consent Decree*, and will issue appropriate tax withholding forms. *Class Members* will be personally responsible for making all federal, state and local tax payments, if any. *Defendants* shall have no responsibility for any tax, interest or penalty associated with any payments made to any *Class Member* or Plaintiffs' counsel under this *Consent Decree*. Plaintiffs' counsel receiving any payment under this *Consent Decree* will be issued 1099 forms and will be personally responsible for making all federal, state and local tax payments, if any.

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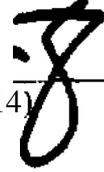
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PRELIMINARY APPROVAL SO ORDERED this \_\_\_\_ of \_\_\_\_\_, 2001.

Denny Chin, U.S.D.J.

FINAL APPROVAL SO ORDERED this \_\_\_\_ of \_\_\_\_\_, 2001.

Denny Chin, U.S.D.J.

INTERNATIONAL BROTHERHOOD OF  
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2222,2313,2320, 2321, 2322,2323, 2324, 2325,  
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COUNSELOR PLAINTIFFS

PRELIMINARY APPROVAL SO ORDERED this ^ af ^ J y T ^ \* ^ \ , 20QJ >

Denny OgjffS.DJ.

FINAL APPROVAL SO ORDERED this of \_\_\_\_\_, 2001.

Denny Chin, US.D.J.

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