IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,

Plaintiff,

v.

VERIZON DELAWARE LLC, VERIZON MARYLAND INC., VERIZON NEW ENGLAND INC., VERIZON NEW JERSEY INC., VERIZON NEW YORK INC., VERIZON PENNSYLVANIA INC., VERIZON VIRGINIA INC., VERIZON WASHINGTON, DC INC., VERIZON FLORIDA LLC, VERIZON SOUTH INC., VERIZON CALIFORNIA INC., VERIZON AVENUE CORP. D/B/A VERIZON ENHANCED COMMUNITIES, VERIZON SERVICES CORP., VERIZON CORPORATE SERVICES CORP., VERIZON CONNECTED SOLUTIONS INC., VERIZON CORPORATE SERVICES GROUP INC., VERIZON GLOBAL NETWORKS, INC., VERIZON ENTERPRISE DELIVERY LLC, VERIZON NORTH RETAIN CO., VERIZON SELECT SERVICES INC., VERIZON TELEPRODUCTS CORP., EMPIRE CITY SUBWAY COMPANY (LIMITED), GTE SOUTHWEST D/B/A VERIZON SOUTHWEST, AND TELESECTOR RESOURCES GROUP, INC. D/B/A VERIZON SERVICES GROUP,

Defendants.

Civil Action No.

CONSENT DECREE

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I. RECITALS

1. This civil action was instituted by Plaintiff, the Equal Employment Opportunity Commission ("EEOC"), an agency of the United States, alleging that Defendants Verizon Delaware LLC, Verizon Maryland Inc., Verizon New England Inc., Verizon New Jersey Inc., Verizon New York Inc., Verizon Pennsylvania Inc., Verizon Virginia Inc., Verizon Washington, DC Inc., Verizon Florida LLC, Verizon South Inc., Verizon California Inc., Verizon Avenue Corp. d/b/a Verizon Enhanced Communities, Verizon Services Corp., Verizon Corporate Services Corp., Verizon Connected Solutions Inc., Verizon Corporate Services Group Inc., Verizon Global Networks, Inc., Verizon Enterprise Delivery LLC, Verizon North Retain Co., Verizon Select Services Inc., Verizon TeleProducts Corp., Empire City Subway Company (Limited), GTE Southwest Inc., d/b/a Verizon Southwest, and Telesector Resources Group, Inc. d/b/a Verizon Services Group (hereinafter collectively referred to as "Verizon" or "Defendants") engaged in unlawful employment practices by subjecting Charging Parties and a class of aggrieved employees to denial of reasonable accommodation, discipline and discharge, in violation of Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12111, et seq. ("ADA"). Plaintiff specifically alleged that Defendants have administered and maintained attendance plans which fail to accommodate certain individuals with disabilities, leading to disciplinary action and other adverse employment actions of said individuals up to and including termination.

2. The Parties (defined in Section III, below), desiring to settle this action by an appropriate Consent Decree, agree to the jurisdiction of this Court over the Parties and the subject

matter of this action, and agree to the power of this Court to enter this Consent Decree enforceable against Verizon.

3. As a result of settlement discussions, the Parties agree that settlement of these matters without further protracted, expensive, and unnecessary litigation is in the public interest and that entry of this Consent Decree is the most appropriate means of resolving this civil action, the Commissioner's Charge, the Charge filed by the Communications Workers of America, AFL-CIO, Charge Number 520-2008-03606 ("CWA Charge"), and the Charges of Discrimination identified in Exhibit A, attached hereto and filed under seal. Accordingly, the Parties agree to the entry of this Consent Decree without trial or further adjudication of any issues of fact or law. By entering into this Consent Decree, Defendants deny and do not admit, either expressly or implicitly, that they have violated any federal, state, or local law, or that they have any liability in this civil action, or with respect to the Commissioner's Charge, the CWA Charge or the Charges of Discrimination listed in Exhibit A. Defendants maintain and have maintained that they provide equal employment opportunities for all employees and have complied with the Americans with Disabilities Act, and have entered into this Consent Decree to avoid the disruption, costs, delay and expense of litigation.

4. This Consent Decree is final and binding upon Plaintiff, Defendants, their agents, officers, employees, servants, successors and assigns.

5. Defendants agree that Plaintiff has named as Defendants all the necessary parties required to provide the full monetary, injunctive and other equitable relief ordered by this Decree. In the event that there is a transfer of ownership of Defendants during the Term of the Decree, Defendants shall provide prior written notice to any potential purchaser of

Defendants' business, provided that as part of said transaction Associates will become employed by the purchaser, of the existence and contents of this Consent Decree.

6. This Court, having carefully examined the terms and provisions of this Consent Decree and based on the Complaint in this action, finds that the terms of this Consent Decree are adequate, fair, and reasonable, that the Consent Decree conforms with the Federal Rules of Civil Procedure and is not in derogation of the rights or privileges of any person or any party, and that approval of this Consent Decree will further the objectives of the ADA.

It is therefore ORDERED, ADJUDGED, and DECREED as follows:

II. JURISDICTION

7. The EEOC and Defendants agree that this Court has jurisdiction over the subject matter of this litigation and the Parties for the Term of this Consent Decree, venue is proper, and all administrative prerequisites have been met.

8. The EEOC's Complaint asserts claims that, if proven, would authorize the Court to grant the monetary and equitable relief set forth in this Consent Decree against Verizon. This Decree resolves the Commissioner's Charge and all litigation that EEOC has brought or could have brought against Verizon which culminated in the Complaint filed against Verizon on July 5, 2011. The Court shall retain jurisdiction of this action for the Term of the Consent Decree for the purposes of entering all orders, judgments and Consent Decrees which may be necessary to implement the relief provided herein.

III. DEFINITIONS

9. The following terms, when used in this Consent Decree, shall have the following meanings as set forth below. All terms defined in the singular shall have the same

meaning when used in the plural, and all terms defined in the plural shall have the same meaning when used in the singular.

A. **"Associates"** – Union-represented former or current Verizon employees who were covered by Attendance Plans on or after January 1, 2004. "Former Associates" were union-represented and covered by Attendance Plans when they were employed by Verizon on or after January 1, 2004, but are not currently employed by Verizon. "Current Associates" are Union-represented current Verizon employees covered by Attendance Plans.

B. **"Attendance Plans"** – Written attendance plans utilized by Verizon to progressively discipline Associates for "chargeable" absences.

C. **"Charging Parties"** – Individuals identified in Exhibit A, attached hereto and filed under seal, who have charges of discrimination against Verizon pending before the EEOC, alleging disability discrimination with respect to Defendants' administration of their Attendance Plans.

D. **"Claimant"** – Former Associates who file claims under the Class Monetary Relief provisions of this Consent Decree.

E. **"Class Member"** – A Claimant as defined in Paragraph 9. D. above, determined to be eligible for a Monetary Award under this Consent Decree.

F. **"Claim Form Deadline"** – The date by which a Claimant must submit a claim form.

G. **"Commissioner's Charge"** – A Commissioner Charge dated October 17, 2008 and signed by EEOC Commissioner Constance Barker that makes allegations

about alleged violations of the Americans with Disabilities Act against Verizon Communications Inc. and certain other Verizon entities.

H. **"Consent Decree"** – This Consent Decree, embodying the terms of the Parties' settlement, including all of the Exhibits attached thereto.

I. **"Defendants"** – Any or all of the named Defendants in this action, including Verizon Delaware LLC, Verizon Maryland Inc., Verizon New England Inc., Verizon New Jersey Inc., Verizon New York Inc., Verizon Pennsylvania Inc., Verizon Virginia Inc., Verizon Washington, DC Inc., Verizon Florida LLC, Verizon South Inc., Verizon California Inc., Verizon Avenue Corp. d/b/a Verizon Enhanced Communities, Verizon Services Corp., Verizon Corporate Services Corp., Verizon Connected Solutions Inc., Verizon Corporate Services Group Inc., Verizon Global Networks, Inc., Verizon Enterprise Delivery LLC, Verizon North Retain Co., Verizon Select Services Inc., Verizon TeleProducts Corp., Empire City Subway Company (Limited), GTE Southwest Inc. d/b/a Verizon Southwest, and Telesector Resources Group, Inc. d/b/a Verizon Services Group as well as any successor company or corporate entity. Other than a successor company or successor corporate entity, no other affiliated entity will be covered by this Consent Decree.

J. **"Effective Date"** – The Effective Date of this Consent Decree is the date on which the Court gives final approval to the Consent Decree, after hearing, if required.

K. **"Final Distribution List"** – The list of Class Members and the amount of each such Class Member's Monetary Award.

L. **"Monetary Award"** – The settlement amount which the EEOC determines will be paid to a particular Class Member or Charging Party.

M. **"Parties"** – The Parties to this Consent Decree are Plaintiff, U.S. Equal Employment Opportunity Commission ("EEOC"), and Defendants Verizon Delaware LLC, Verizon Maryland Inc., Verizon New England Inc., Verizon New Jersey Inc., Verizon New York Inc., Verizon Pennsylvania Inc., Verizon Virginia Inc., Verizon Washington, DC Inc., Verizon Florida LLC, Verizon South Inc., Verizon California Inc., Verizon Avenue Corp. d/b/a Verizon Enhanced Communities, Verizon Services Corp., Verizon Corporate Services Corp., Verizon Connected Solutions Inc., Verizon Corporate Services Group Inc., Verizon Global Networks, Inc., Verizon Enterprise Delivery LLC, Verizon North Retain Co., Verizon Select Services Inc., Verizon TeleProducts Corp., Empire City Subway Company (Limited), GTE Southwest Inc. d/b/a Verizon Southwest, and Telesector Resources Group, Inc. d/b/a Verizon Services Group.

N. **"Settlement Administrator"** – The agent, company, or individual retained to carry out the functions necessary to administer and distribute the Class Settlement Fund, as more specifically provided in Paragraphs 28, 29, 30, and 31 below.

IV. GENERAL PROVISIONS

10. **Scope** – This Consent Decree covers all Former Associates and all of Verizon's Current Associates within the United States. This Consent Decree shall specifically cover Former Associates terminated for attendance reasons prior to July 1, 2010 who worked in the

former Verizon North Inc., the former Verizon Northwest Inc., the former Verizon West Coast Inc. and the former Verizon West Virginia Inc.

11. **Term of Consent Decree** – This Consent Decree shall remain in effect for three (3) years from April 20, 2011, the date when Defendant began compliance with the requirements under paragraph 24.01.

12. **Severability** – If one or more provisions of this Consent Decree are rendered unlawful or unenforceable by act of Congress or by decision of the United States Supreme Court, the Parties shall attempt to agree upon what amendments to this Consent Decree, if any, are appropriate to effectuate the purposes of this Consent Decree. In any event, the unaffected provisions will remain enforceable.

13. **No Admission of Liability** – This Consent Decree was entered into for settlement purposes only, and nothing in this Consent Decree is or shall be construed as an admission by Verizon of the truth of any allegation or the validity of any allegation that was or could have been asserted in this civil action, the Commissioner's Charge, the CWA Charge, or any of the underlying Charges of Discrimination for the Charging Parties identified in Exhibit A, or of Verizon's liability therefor, nor as a concession or an admission of any fault or omission of any act or failure to act by Verizon.

14. **No Third Party Rights –** Nothing in this Consent Decree shall be deemed to create any rights on the part of non-parties to enforce this Consent Decree. The right to seek enforcement of the Consent Decree is vested exclusively in the Parties.

15. **Non-Admissible As Evidence** – Nothing in this Consent Decree, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued or used during the negotiations leading to this Consent Decree, shall be admissible in any

proceeding of whatever kind or nature as evidence of disability discrimination, or as evidence of any violation of the ADA, the common law of any jurisdiction, or any federal, state, or local law. Notwithstanding the foregoing, the Consent Decree may be used by any of the parties in any proceeding in this Court to enforce or implement the Consent Decree or any orders or judgments of this Court entered in conjunction with the Consent Decree.

V. CLAIMS RESOLVED AND EFFECT OF CONSENT DECREE

16. **EEOC Claims Resolved and Rights Reserved** – This Decree resolves all issues and claims that were or could have been asserted in this civil action, including but not limited to the Commissioner's Charge, the CWA Charge, and the Charges of Discrimination identified in Exhibit A, attached hereto and filed under seal. This Decree in no way affects the Commission's right to process any other pending or future charges that may be filed against Defendants and to commence civil actions on any such charges as the Commission sees fit, provided that the Commission shall not use any closed, dismissed, pending, or future charge as a basis to commence a civil action regarding allegations that Defendants have administered and maintained attendance plans that fail to accommodate certain individuals with disabilities and any related disciplinary or retaliatory action and other adverse employment actions up to and including termination where the alleged discriminatory or retaliatory conduct occurred prior to the Effective Date. Should such a charge concern other allegations which are not related to alleged ADA violations referenced in the preceding sentence, however, the Commission is not limited in using the charge as a basis to commence a civil action with respect to the unrelated allegations.

17. **Agreement Not to Litigate Resolved Issues** – The EEOC agrees that it will not use any of the Charges of Discrimination identified in Exhibit A, the CWA Charge, or the Commissioner's Charge as a basis for subsequent litigation by the EEOC. The EEOC agrees not to litigate on behalf of any individual or class of individuals regarding allegations that Defendants have administered and maintained attendance plans that fail to accommodate certain individuals with disabilities and any related disciplinary action and other adverse employment actions up to and including termination where the alleged discriminatory conduct occurred prior to the Effective Date.

VI. AFFIRMATIVE RELIEF

18. **Injunction**

18.01. No Discrimination – During the Term of this Consent Decree, Defendants are enjoined from discriminating on the basis of disability by (1) implementing Attendance Plans which do not provide exceptions when appropriate to provide reasonable accommodation to Current Associates who are qualified individuals with disabilities and (2) suspending and/or discharging such Current Associates pursuant to such Attendance Plans based on an absence which should not be "chargeable" because the Current Associate has satisfied the criteria in Paragraph 20.03 of this Consent Decree.

18.02. No Retaliation – During the Term of this Consent Decree, Verizon is enjoined from retaliating against any employee, Claimant, Charging Party or Class Member for his or her participation in the EEOC process, relating to a charge contained within the scope of this matter, the investigation by the EEOC into

this matter, participation in this lawsuit, complaining about or opposing any employment practice made unlawful by the ADA relating to this matter or for asserting any rights under this Consent Decree.

19. Modification of Verizon's Attendance Plans and ADA Policy

19.01. Within ninety (90) days of the Effective Date of this Decree, Defendants shall, to the extent they have not already done so, revise their Attendance Plans, policies, procedures and guidelines and their ADA Policy to include measures for accommodating qualified individuals with disabilities. At a minimum Defendants' Attendance Plans shall explicitly state that excusal of an absence as "nonchargeable" may be considered a reasonable accommodation under the ADA. Where a Current Associate has been granted a modified or flexible working schedule as reasonable accommodation under the ADA, absences related to such an accommodation will not be "chargeable."

19.02. Within one hundred and twenty (120) days of the Effective Date of this Consent Decree, Defendants shall post electronically in the same fashion as Verizon's other policies are posted their modified Attendance Plan policies, procedures, guidelines and modified ADA Policy.

19.03. Notwithstanding the foregoing, it is understood that this obligation relating to the Attendance Plans may be subject to a bargaining obligation under the National Labor Relations Act. Accordingly, if necessary to satisfy a bargaining obligation the timetables set forth in Paragraphs 19.01 and 19.02 may be extended as long as necessary.

20. Administration of Verizon Attendance Plans

20.01. Verizon shall in good faith, take reasonable steps to ensure that its Attendance Plans are administered in a manner consistent with the ADA. Specifically, prior to suspending or discharging any Current Associate pursuant to its attendance plans and policies, Verizon shall in good faith make reasonable efforts to determine whether the absence is "nonchargeable" pursuant to the criteria in Paragraph 20.03.

20.02. Within ninety (90) days of the Effective Date of this Decree, Defendants shall develop and post on their e-web internal guidelines for determining whether an absence is "nonchargeable." These guidelines will be available to personnel with primary responsibility for administering Verizon's attendance plans and Legal and Human Resource department personnel whose job duties include determining whether an absence is "nonchargeable."

20.03. In determining whether a Current Associate's absence should be "nonchargeable," Verizon will evaluate on an individual case-by-case basis whether each of the following is satisfied : (a) the Current Associate has a mental or physical impairment that substantially limits one or more major life activities of such individual as defined by the ADA, and for the period on and after January 1, 2009, as amended through the ADA Amendments Act of 2008; (b) the Current Associate's absence was caused by a disability; (c) the Current Associate or someone else on the Current Associate's behalf requested through the Company's designated process a period of time off from work due to a disability; (d) the Current Associate's absences have not been unreasonably unpredictable, repeated, frequent or chronic; (e) the Current Associate's

absences are not expected to be unreasonably unpredictable, repeated, frequent or chronic; (f) Verizon was able to determine, from the request by or on behalf of the Current Associate or through the interactive reasonable accommodation process, a definite or reasonably certain period of time off that the Current Associate would need because of a disability; and (g) the Current Associate's need for time off from work as a reasonable accommodation does not pose a significant difficulty or expense for Verizon's business. If each of the foregoing is satisfied a Current Associate's absence shall be "nonchargeable." If (a), (b), (c), (d), (e), (f), or (g) is not satisfied, Verizon may, as Verizon deems appropriate, determine that an absence is "chargeable."

21. **Expungement of Certain Disciplinary Records –** For all Charging Parties who are Current Associates, Verizon shall make entries in its Absence Management Tracking System that discipline given to such Current Associates for absences that would have been excused pursuant to Paragraph 20.03 has been overturned.

22. **Consent Decree Notice**

22.01. Posting - Within sixty (60) days of the Effective Date of this Consent Decree, Verizon shall conspicuously post the Notice of Final Approval of Settlement ("Notice"), attached hereto as Exhibit B, in all Verizon facilities where all other Associate-related notices are posted for a period of eighteen (18) months and post the terms of the Consent Decree on Verizon's intranet for Associates for the same duration.

22.02. Briefing on Consent Decree - In addition to posting the Notice required in the preceding Paragraph 22.01, Verizon will conduct briefing meetings regarding

the Consent Decree for appropriate personnel in Defendants' Human Resources and Legal Departments. Additionally, Verizon shall inform all such persons that any breach of, or failure to comply with, the terms and conditions set forth in this Consent Decree could subject them to appropriate disciplinary action. This briefing may be in person, by telephone conference call, videotape, internet, intranet, or closed-circuit presentation models or, with the Commission's approval, any other method Verizon deems appropriate.

23. Internal Consent Decree Monitor

23.01. Appointment of Internal Consent Decree Monitor - By the Effective Date of this Consent Decree, Verizon with the EEOC's approval, which will not be unreasonably denied, will appoint a Verizon executive, employed at least at the level of Vice President, as the Internal Consent Decree Monitor ("Internal Monitor") to oversee Verizon's implementation of the terms of this Consent Decree. The Internal Monitor possesses the knowledge, capability, organizational authority, and resources to monitor and ensure Verizon's compliance with the terms of the Consent Decree. The Internal Monitor also has a reasonable base of knowledge regarding the ADA and human resources management. Verizon shall assign the Internal Monitor the responsibility of monitoring and ensuring Decree compliance and shall further hold the Internal Monitor accountable for carrying out his or her responsibilities. Verizon shall ensure that the Internal Monitor receives all training and assistance necessary to carry out his or her duties in a proficient manner. To the extent the Internal Monitor requires technical assistance to enable him or her to proficiently

perform a specific function, Verizon shall ensure that such assistance is provided by their own qualified personnel or, in the alternative, third-party consultants.

23.02. Replacement of the Internal Monitor – In the event the Internal Monitor changes positions or the Internal Monitor's employment with Verizon ends, Verizon will, within thirty (30) calendar days, appoint another Verizon executive who meets the qualifications identified in Paragraph 23.01, to serve as the Internal Monitor.

23.03. Internal Monitor Responsibilities – During the Term of the Consent Decree, the Internal Monitor will have the following responsibilities:

- Evaluate whether Verizon has taken appropriate and reasonable action to ensure a good faith effort to apply the criteria set forth in Paragraph 20.03;
- Evaluate whether Verizon has taken appropriate and reasonable action to protect qualified individuals with disabilities from being denied time off from work as a reasonable accommodation resulting in suspension or discharge contrary to the terms of this Consent Decree;
- Oversee review of records documenting Current Associates' (including those whose employment is terminated after the Effective Date) complaints or charges of discrimination based on disability made to Verizon's EEO office or to the EEOC or any Fair Employment Practice Agency tasked with accepting charges under the

ADA, including oral and written complaints, and investigative records relating to such complaints;

- Oversee review of randomly selected suspension and discharge imposed pursuant to Defendants' Attendance Plans for potentially discriminatory decision-making;
- Semi-annually review the suspension and discharge tracking database identified in 32.02 to assess whether the data therein suggest any systematic denial of reasonable accommodation in relation to Defendants' attendance plans in violation of the ADA and this Consent Decree. Where the data so suggests, conducting a good faith, reasonably diligent internal investigation of the circumstances in question to determine whether Defendants' personnel acted in conformity with the ADA, Defendants' Attendance Plans and this Consent Decree; and
- Meet at least quarterly with Verizon staff with responsibilities for ensuring compliance with this Consent Decree and other EEO matters.

24. ADA Training

24.01. Within four months from the entry of this Decree, and during the second year of this Decree, Defendants will provide not less than ninety (90) minutes of live ADA training utilizing web-conferencing for personnel with primary responsibility for administering Verizon's attendance plans, and persons in Defendants' Legal and Human Resources departments whose job duties include determining whether an absence is "nonchargeable."

24.02. The ADA training will cover all areas of prohibited ADA employment discrimination, but will include special emphasis on reasonable accommodation and the duty to engage in an interactive process. The training will specifically address the intersection between the ADA and other laws, such as the Family and Medical Leave Act and worker's compensation laws, and Verizon's procedures for providing reasonable accommodations to Current Associates relating to attendance issues. It is understood that the training may vary depending on an employee's responsibilities.

24.03. Defendants will maintain records identifying the name and job title of each person who was trained.

24.04. Within four months from the Effective Date of this Decree and within sixty days of the date of hire and/or promotion Defendants shall provide ADA training to all newly hired persons in Defendants' Legal and Human Resources departments whose job duties include determining whether an absence is "nonchargeable."

VII. MONETARY RELIEF FOR CHARGING PARTIES AND CLASS MEMBERS

25. **Settlement Commitment Of Verizon And Establishment Of A Settlement Fund –** Verizon will pay the total amount of $20 million dollars ($20,000,000) (the "Settlement Commitment" or "Settlement Fund") for the purpose of resolving all claims that were made against Verizon in this civil action, in the Commissioner's Charge, the CWA Charge, and of claims made in the Charges of Discrimination listed in Exhibit A, including claims for damages of any type, for attorneys' fees, and for litigation costs and expenses. Any interest earned on the Settlement Fund shall be reallocated to the Class

Members or donated to a charity mutually agreed upon by the parties whose mission is the advancement of individuals with disabilities in the workplace.

26. **Selection of Settlement Administrator** – The parties have agreed to appoint Rust Consulting, Inc. as the Administrator of the Settlement Fund ("Settlement Administrator"), whose services will be paid for by Verizon.

27. **Establishment of a Section 468B Qualified Settlement Fund** – The Settlement Administrator will establish a Qualified Settlement Fund pursuant to IRC Section 468B. The Settlement Administrator will be the Qualified Settlement Fund's "administrator" as that term is used in Treas. Reg. § 1.468B-2(k)(3). As administrator, the Settlement Administrator will timely prepare and file all tax returns required to be filed by the Qualified Settlement Fund and pay any taxes owed by the Qualified Settlement Fund from funds held by the Qualified Settlement Fund, without reimbursement by Verizon. Verizon will timely provide the Settlement Administrator with a transferor statement or statements described in Treas. Reg. § 1.468B-3(e). At Verizon's request, the Settlement Administrator will join with Verizon in making the relation-back election described in Treas. Reg. § 1.468B-1(j)(2).

28. **Duties of the Settlement Administrator** – The Settlement Administrator will:

28.01. Establish an interest bearing Settlement Fund Account under the Qualified Settlement Fund's federal employer identification number ("FEIN") for purposes of disbursing money from the Qualified Settlement Fund.

28.02. Receive the agreed upon Potential Class List, perform a National Change of Address database update, prepare and mail notice and claim forms to those on the Potential Class List, and trace all addresses for any notices returned after the

mailing of notice and claim forms. The Administrator will perform one follow-up address search and re-mail notice once for any undeliverable mailing contemplated by this Section.

28.03. Seek additional information from Claimants, or Verizon, when and where appropriate or necessary. Verizon shall provide attendance records to the extent reasonably available to the Settlement Administrator and the EEOC.

28.04. Develop a website dedicated to providing information and receiving claim forms.

28.05. Prepare and send notices required under this Consent Decree, receive and process claim forms, and other communications from potential Class Members, Claimants, and Class Members, and provide reports and documents to the Parties as necessary for administration of the Settlement Funds.

28.06. Submit claim forms received from Claimants to the EEOC.

28.07. Facilitate making payments to Charging Parties and Class Members.

28.08. After all Settlement Funds have been distributed, the Settlement Administrator shall provide the EEOC and Verizon with copies of the checks.

29. **Settlement Administrator Duties With Respect to Taxes** – The Parties have apportioned 50% of each payment to a Class Member as wages and 50% as non-wage compensation and to Charging Parties as indicated in Exhibit A. The Settlement Administrator will pay the wage amounts net of all applicable employment taxes, including federal, state and local income tax withholding and the employee share of the FICA (social security) tax, and will report the wages and withheld amounts to the IRS and the Class Member or Charging Party under the Qualified Settlement Fund's FEIN on

an IRS Form W-2. The Settlement Administrator will pay the non-wage compensation without withholding and will report the non-wage compensation amounts to the IRS and the Class Member or Charging Party under the Qualified Settlement Fund's FEIN on an IRS Form 1099-MISC. Class Members and Charging Parties will be solely responsible for all taxes due with respect to the amounts received pursuant to this Settlement Agreement (other than the employer share of the FICA tax and any federal or state unemployment tax payable by the employer). The Settlement Administrator will pay the employer share of the FICA tax and any federal or state unemployment tax owed with respect to the wage portion of the payments to the Class Members and Charging Parties from additional funds transferred by Verizon to the Qualified Settlement Fund for this purpose.

30. **Funding the Settlement Fund Account** – Within forty-five (45) days of the Effective Date of this Consent Decree, Verizon shall deposit into the Qualified Settlement Fund an amount sufficient to cover the monetary amounts awarded to the Charging Parties stated on Exhibit A. Within three hundred (300) days of the Effective Date of this Consent Decree, Verizon shall deposit into the Qualified Settlement Fund the remaining balance of the Settlement Commitment described in Paragraph 25 above.

31. **Administration of Class Settlement**

31.01. The Class – The class will consist of (a) all Former Associates who are qualified individuals with disabilities discharged by Verizon for an absence during the period of January 1, 2004 through the Effective Date of this Consent Decree who are determined to be eligible for a Monetary Award under this Consent Decree; and (b) all Charging Parties who are qualified individuals with

disabilities who are determined to be eligible for a Monetary Award under this Consent Decree.

31.02. Charging Parties – With respect to Charging Parties, the EEOC has determined their amounts of recovery. Accordingly, the Charging Parties are not eligible to participate in the Claims Process set forth below. In the event a Charging Party declines to accept the recovery amount determined by the EEOC, such amount will revert into the Settlement Fund Account and be redistributed in accordance with the Claims Process set forth below.

31.03. Payment of Monetary Awards to Charging Parties – Within sixty (60) days of the Effective Date of the Consent Decree or as soon thereafter as can be effectuated, the Settlement Administrator will send each Charging Party a notice with instructions for accepting the Monetary Award stated in Exhibit A on terms and conditions determined by the EEOC ("Award Notice"). The Award Notice shall include a clear statement of the deadline for accepting the Monetary Award. The Settlement Administrator will send a reminder notice to the Charging Parties who have not accepted the Monetary Award within twenty days after mailing the Award Notice. Charging Parties shall have forty-five (45) days to accept the Monetary Award after mailing of the Award Notice. If the deadline day falls on a weekend day or federal holiday, the deadline will be the next business day after such weekend day or holiday. The EEOC's Award Notice shall be non-appealable. The Monetary Awards shall come from the Settlement Fund. The Settlement Administrator will issue settlement checks

reflecting the Monetary Awards ultimately determined to be payable to the Charging Parties.

31.04. Claims Process

31.04.1 **Preparation of Potential Class List** – Within sixty (60) days of the date of the entry of the Consent Decree, Verizon, using reasonably available electronic data, will generate and provide to the Settlement Administrator an electronic list of all Former Associates terminated by Verizon for attendance during the period of January 1, 2004 and the Effective Date of this Consent Decree, including name, last known address, phone number, dates of employment, and social security number (the "Potential Class List"). The EEOC shall also provide the Settlement Administrator with any known updated addresses and phone numbers of such individuals which were obtained during its administrative investigation. The last known addresses, phone numbers, dates of employment, and social security numbers of Former Associates ("private information") are exempt from disclosure to the public. In addition, the EEOC shall take all possible measures to prevent loss, unauthorized access or inadvertent publication or disclosure of private information and shall notify Verizon promptly in the event of any such loss, unauthorized access or inadvertent publication or disclosure.

31.04.2 **Notification Period** – For a period of one hundred and fifty (150) days after the Effective Date of this Consent Decree, the Settlement

Administrator shall attempt through the means set forth below, to notify potential Class Members of the settlement.

31.04.3 **Mailing to Potential Class Members** – Within forty-five (45) days from receipt of the Potential Class List from Verizon, the Settlement Administrator will mail the following materials to each individual: (1) a cover letter drafted by the EEOC, clearly stating the deadline for submission of claims, and providing a website address and toll-free telephone number; (2) a Class Claim Form; and (3) a return envelope addressed to the EEOC c/o the Settlement Administrator at a post office box provided by the Administrator.

31.04.4 **Return Mailings** – For Potential Class Members whose notices are returned by the U.S. Postal Service as undeliverable, the Settlement Administrator will perform one (1) address search and re-mail notice once to those for whom a potentially new address can be found.

31.04.5 **Website Notification** – The Settlement Administrator will develop a website dedicated to providing information and receiving Class claims. The website will include all of the information contained in the mailed notice, and will allow for submission of Class claims through the website. The website will remain available until the deadline for returning Class claim forms. The website will be available to Claimants and Charging Parties by means of a pin number that the Settlement Administrator will provide.

31.04.6 **Toll-Free Number Notification** – The Settlement Administrator, in consultation with the Parties, will establish a toll-free telephone number with automated answering to receive telephone inquiries. The toll-free telephone number will remain available until completion of the settlement process.

31.04.7 **Deadline for Submitting Class Claim Forms** – The deadline for receipt by the Settlement Administrator of Class claim forms ("Claim Form Deadline") shall be the one hundred and eightieth (180^{th}) day after entry of this Consent Decree or forty-five (45) days after the Settlement Administrator re-mails the Claimant notice, whichever is later. For claim forms returned by a Claimant by mail, if the deadline day falls on a weekend day or federal holiday, the deadline will be the next business day after such weekend day or holiday. Claim forms postmarked on or before the deadline date and received within seven (7) business days after the deadline date shall be considered timely. The Settlement Administrator may request additional information from an individual claimant, if it appears that such additional information would complete the claim form. Such additional information obtained by the Administrator shall be documented and considered part of the original claim form. The Settlement Administrator shall forward all timely Class Claim Forms to the EEOC for eligibility determination. The EEOC shall have the authority to accept late claims upon a showing of good cause.

31.04.8 **Claims Submitted by Individuals Not on the Potential Class Member List** – If the Administrator receives Class claims from any individual who is not on the list of Potential Class Members, the Administrator will provide to Verizon and the EEOC the Claimant's name, Social Security Number, and contact information. The Claimant's Social Security Number and contact information ("private Claimant information") are exempt from disclosure to the public. In addition, the EEOC shall take all possible measures to prevent loss, unauthorized access or inadvertent publication or disclosure of private Claimant information and shall notify Verizon promptly in the event of any such loss, unauthorized access or inadvertent publication or disclosure. Verizon will promptly check its Human Resource and Payroll databases and advise the Administrator and the EEOC whether the Claimant was employed during the relevant time period and discharged for attendance, and if so, the Claimant's dates of employment and location. Based on the information provided by Verizon, the EEOC will determine whether the claim should be considered. The EEOC shall have the sole authority to determine whether the Claimant is a Class Member and shall have the authority to seek attendance records from Verizon to the extent they are reasonably available.

31.04.9 **Claimant List** – Following the deadline for submission of claims, the Settlement Administrator shall create a list of all Claimants submitted

to the EEOC for consideration for inclusion in the class and shall distribute a copy of the claimant list to Verizon.

31.04.10 **Determination of Monetary Awards -** The EEOC shall have the sole authority to determine whether a Claimant is eligible for relief and the amount to be awarded to each Class Member under this Consent Decree.

31.04.11 **Determination of Eligibility** – Within one hundred and twenty (120) days of receipt of all Claims Forms from the Settlement Administrator, the EEOC will make a Determination regarding a Claimant's eligibility for relief and the amount to be awarded under this Consent Decree.

31.04.12 **Factors for Determination of Claimants as Class Members** – In making the EEOC's Determination, the EEOC will identify Class Members by evaluating on an individual case-by-case basis whether the following considerations apply: (a) whether the Claimant was discharged by Verizon for an absence during the period of January 1, 2004 through the Effective Date of this Consent Decree; (b) whether at the time of the discharge the Claimant had a mental or physical impairment that substantially limited one or more major life activities of such individual as defined by the ADA or for the period on and after January 1, 2009, the ADA Amendments Act of 2008; (c) whether the absence(s) which led to the discharge was caused by a disability; (d) whether the Claimant's absences were unreasonably unpredictable, repeated, frequent or chronic; (e) whether the Claimant or someone else on the Claimant's behalf

requested a period of time off from work due to a disability; (f) whether Verizon was able to determine, from the request by or on behalf of the current associate or through the interactive reasonable accommodation process, a definite or reasonably certain period of time off that the Claimant would need because of a disability; and (g) whether the Claimant's time off from work as a reasonable accommodation posed a significant difficulty or expense for Verizon's business. Additional considerations to be evaluated include: (i) whether the Claimant's allegations in the Claim Form were sufficiently specific and verifiable; (ii) whether the Claimant previously received consideration from Verizon for a signed release of disability discrimination which was sufficient to make the release enforceable; (iii) the length of Claimant's tenure with Verizon; and (iv) whether the Claimant is a current Verizon employee.

31.04.13 **Additional Factors for Determination of Monetary Awards to Class Members** – The total amount of payments to Class Members and Charging Parties shall not exceed the Settlement Commitment.

31.04.14 **EEOC Class Distribution Lists** – Within thirty (30) days after the EEOC makes its Determination of the Class claims, the EEOC will provide the Settlement Administrator with an initial distribution list ("Class Distribution List").

31.04.15 **Notice of Determination** – Within thirty (30) days of when the EEOC issues the Class Distribution List as provided in Paragraph

31.04.14 above, the Settlement Administrator will send each Claimant a Notice of Determination, advising the Claimant whether his or her claim was approved or denied, and if the claim is approved, the monetary award amount and instructions for accepting the award on terms and conditions determined by the EEOC, including a clear statement of the deadline for accepting the monetary award. If the claim is approved, the Notice of Determination will be sent with a return envelope. The Settlement Administrator will send a reminder notice to Claimants who have not accepted the award within twenty days after mailing the Notice of Determination. Class Members shall have forty five (45) days to accept the award after mailing of the Notice of Determination. If the deadline day falls on a weekend day or federal holiday, the deadline will be the next business day after such weekend day or holiday. The EEOC's determination shall be non-appealable.

31.04.16 **Payment of Claims and Reversion of Remaining Amount** – Within one hundred eighty (180) days of when the EEOC issues the Class Distribution List as provided in Paragraph 31.03.14 above, the EEOC will send the Settlement Administrator the Final Distribution List, which shall be an updated version of the Class Distribution List, revised as necessary. Funds previously allocated for Class Members who did not accept the Monetary Award set forth in the Class Distribution List may be reallocated to Class Members. Within thirty (30) days of receiving the Final Distribution List, the Settlement Administrator will issue settlement

checks in accordance with the Final Distribution List and mail the settlement checks to the Class Members. After allowing 180 days for negotiation of settlement checks, any remaining undistributed settlement funds will be (after giving advance notice to Verizon) sent to a 501(c)(3) organization mutually agreed to by the parties. Such organization should provide services to assist individuals with disabilities entering or reentering the workforce.

31.04.17 **Class-Wide Mailings** – The Parties agree that class-wide mailings include those specifically described in the Consent Decree, such as: (a) the Mailing to Potential Class Members described in Paragraphs 31.04.3 and 31.04.4; (b) the Notice of Determination described in Paragraph 31.04.15; and (c) the mailing of class payments described in Paragraph 31.04.16.

VIII. REPORTING AND RECORD KEEPING

32. Document Preservation

32.01. Records Relating to Suspension and Discharge – For the Term of the Consent Decree, to demonstrate compliance with this Decree Verizon agrees to retain (1) records relating to suspension and discharge taken pursuant to its Attendance Plans that are stored in its Attendance Management Tracking System or any successor system and (2) records relating to any complaints relating to the administration of Verizon's attendance plans made to Defendants' EEO

organization and/or to the EEOC or any Fair Employment Practice Agency tasked with accepting charges under the ADA.

32.02. Suspension and Discharge Tracking System – Defendants shall maintain electronic reports which record all Current Associates suspended and/or discharged pursuant to Defendants' attendance plans. The electronic reports shall contain at least the following information: (a) full name; (b) title; (c) date of suspension or discharge; (d) work location; and (e) whether the Current Associate was suspended or discharged for attendance. Defendants shall maintain such reports throughout the Term of this Decree and provide them to the EEOC counsel of record upon reasonable prior written notice of such demand but not more frequently than quarterly. In addition, upon the EEOC's request Defendants will furnish the contact information of any Current Associate identified in such reports.

32.03. Record Retention Obligations – Verizon acknowledges that it will comply with its existing record retention obligations pursuant to the EEOC's regulations and all applicable laws, including with respect to maintenance of personnel records as required under 29 C.F.R. 1602.4.

33. Reports

33.01. Preliminary Reporting – Within one hundred eighty days (180) days of the Effective Date of this Consent Decree, Verizon shall provide the EEOC with the following:

- Verification that the Notice has been posted as required under Paragraph 22.01, above;

- Verification that Consent Decree briefing has been conducted as required under Paragraph 22.02, above;
- Verification of employee attendance for all training conducted pursuant to this Consent Decree during the reporting period.

33.02. Periodic Reports

33.02.1 During the Term of this Consent Decree, Verizon shall submit annual reports to the EEOC. With each report, Verizon shall submit all data in electronic form where available, and otherwise in hard copy form.

33.02.2 The first reporting period will begin on the Effective Date of this Consent Decree, and will end on the last day of the twelfth complete calendar month thereafter. Each subsequent reporting period will be twelve (12) calendar months. The annual reports contemplated in this paragraph shall be submitted no later than sixty (60) days after the close of each reporting period.

33.02.3 Each report shall contain the following information for the relevant reporting period:

- All Associates suspended and/or discharged pursuant to Attendance Plans as maintained in Verizon's Absence Management Tracking System, any successor system, or any other applicable company-wide database; and
- A summary report of all complaints of disability discrimination concerning Verizon's administration of its Attendance Plans, made to Verizon's EEO organization, and charges filed with the EEOC or any

Fair Employment Practice Agency tasked with accepting ADA charges, including any investigation and/or action taken in response to said complaints.

33.03. Other Reports – Pursuant to Paragraph 19.01, Verizon shall deliver to the EEOC any modified Attendance Plans, and its ADA policy.

33.04. Additional Data – The EEOC shall have the right to request additional data from Verizon, so long as the information sought is narrowly-tailored, necessary and consistent with the monitoring of the Consent Decree and is not unduly burdensome for Verizon to produce. Verizon shall comply with a request for additional data within sixty (60) days of the request. Any disputes regarding the propriety of any request for additional data shall be resolved by the Court as provided in Section IX ("Enforcement of Consent Decree).

IX. ENFORCEMENT OF CONSENT DECREE

34. Enforcement – It is expressly agreed that if any Party concludes that any other Party has breached this Consent Decree, the moving Party may make an application to the Court to enforce the provisions of this Consent Decree.

35. Requirement of Informal Resolution Efforts

35.01. Notice of Dispute – Prior to initiating an action to enforce the Consent Decree, the moving party will provide written notice to all other Parties regarding the nature of the dispute. This notice shall specify the particular provision(s) believed to have been breached and a statement of the issues in dispute. The notice may also include a reasonable request for documents or information relevant to the dispute.

35.02. Response to Notice of Dispute – Within thirty (30) days after service of the Notice of Dispute, the non-moving Party will provide a written response. The Moving Party may also submit responses within fourteen (14) days after service of the non-moving Party's written response.

35.03. Service – Service of the Notice of Dispute and any Response shall be made by hand-delivery, facsimile transmission, or electronic mail.

35.04. Meeting – After service of the Responses, the Parties will schedule a telephonic or in-person meeting to attempt to resolve the dispute.

35.05. Dispute Resolution Period – If the dispute has not been resolved within sixty (60) days after service of the Notice of Dispute, an action to enforce the Consent Decree may be brought in this Court.

X. MISCELLANEOUS PROVISIONS

36. Joint Document Of The Parties – The terms of this Consent Decree are the product of joint negotiation and are not to be construed as having been authored by one party or another.

37. Implementation – The EEOC and Verizon agree to take all reasonable steps that may be necessary to fully effectuate the terms of this Consent Decree.

38. Notices –

(a) Any notice, demand, request or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be addressed to the individuals set forth below:

(i) If to the EEOC:
Maria Salacuse, Supervisory Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Baltimore Field Office
10 S. Howard Street, 3d Floor
Baltimore, MD 21201

(ii) If to Verizon:

Lawrence Marcus
Verizon
Senior Vice President and Deputy General Counsel
One Verizon Way - VC54S201
Basking Ridge, NJ 07920

and

Eric S. Dreiband, Esq.
Jones Day
51 Louisiana Avenue, N.W.
Washington, D.C. 20001-2113

(b) Any such notice shall, for all purposes, be deemed to be given and received:

i) if by hand, when delivered;

ii) if given by nationally recognized and reputable overnight delivery service, the business day on which the notice is actually received by the Party; or

iii) if given by certified mail, return receipt requested, postage prepaid, two business days after posted with the United States Postal Service.

XI. SIGNATURES

FOR PLAINTIFF:	FOR DEFENDANTS:
P. David Lopez General Counsel	Eric S. Dreiband, Esq. Jones Day 51 Louisiana Avenue, N.W. Washington, D.C. 20001-2113 Phone: (202) 879-3720 Fax: (202) 626-1700 E-mail: esdreiband@jonesday.com
James L. Lee Deputy General Counsel	
Debra M. Lawrence Regional Attorney	Martha J. Delehanty Senior Vice President Verizon Telecom Human Resources
Maria Salacuse (Bar No. 15562) Supervisory Trial Attorney EQUAL EMPLOYMENT OPPORTUNITY COMMISSION Baltimore Field Office 10 S. Howard Street, 3d Floor Baltimore, MD 21201 Phone: (410) 209-2733 Fax: (410) 962-4270 E-mail:maria.salacuse@eeoc.gov	

ORDER

Ordered this _____ day of _____, _____

_____

U.S. District Court Judge