

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

WILLIAM C. DALLAS, individually,
and on behalf of all similarly-situated
persons,

Plaintiffs,
v.

ALCATEL-LUCENT INC., a corporation,

Defendant.

**COMPLAINT FOR EQUITABLE, DECLARATIVE
AND MONETARY RELIEF
JURY DEMAND**

Plaintiff William C. Dallas (“Dallas”), i ndividually and on behalf of all similarly situated persons, brings this age discrimi nation action against defendant Alcatel-Lucent Inc. (“Lucent” or the “Company”) based on the following allegations:

I.

INTRODUCTION

1. Dallas, on behalf of himself and other similarly-situated former Lucent installers nationwide, with an average age of over 5 5, brings this age discrimination collective action because the ter minations of older installers occurring in 2002 through 2004 were the result of a Co mpany-wide plan to eliminate its older Installers. The Company’s plan used the threat of permanent tr ansfers or actual transfers to locations hundreds of miles from the Inst allers’ homes and families in order to force thi s targeted

groups' resignations and retirements which the Installers took in lieu of the unreasonable permanent transfer option.

II.

PARTIES, JURISDICTION AND VENUE

2. Dallas is citizen of the United States and resides in Livonia, Michigan which is located within the Eastern District of Michigan judicial district. Dallas brings this age discrimination complaint against Lucent individually and on behalf of all similarly-situated individuals nationwide.

3. Alcatel-Lucent is a corporation with its headquarters in New Jersey and is major installer of telecommunications hardware, software and other solutions to commercial businesses worldwide. At the time of the implementation of the age based plan to force older installers to resign/retire (2002 to 2004), Alcatel-Lucent employed tens of thousands of installers and was known as Lucent Technologies, Inc.

4. The jurisdiction of the court over this controversy is based on Section 7(b) of the ADEA, 29 U.S.C. 626(b) and 28 U.S. C. 1337 to enforce the provisions of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S. C. §621.

5. The unlawful employment practices alleged in this complaint were committed in part within the State of Michigan in this judicial district. Accordingly, venue lies in the United States District Court for the Eastern District of Michigan under 28 U.S.C. 1391(b).

III.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

6. Prior to filing this civil action, Dallas timely filed a written charge of age discrimination with the Equal Employment Opportunity Commission ("EEOC"). The

EEOC failed to effect voluntary compliance with the requirements of the ADEA through conciliation.

7. Dallas brought his timely charge of age discrimination before the EEOC on behalf of all similarly situated former Installers who are permitted by law to "piggyback" on the timely charge brought by Dallas.

8. The "piggyback doctrine" permits the more than 300 similarly situated Installers to proceed in this action utilizing the timely charge filed by Dallas where the Installer has alleged age discrimination because his termination occurred in 2002 through 2004 and the termination was the result of the Company-wide plan to eliminate its older installers. The Company's plan at issue featured the use of the threat of a permanent transfer or an actual transfer to a location hundreds of miles from the Installer's home and family in order to force his resignation and retirement which he took in lieu of the unreasonable permanent transfer option.

9. This action was filed within 90 days of Dallas' receipt of the EEOC's right-to-sue letter.

IV.

DESCRIPTION OF LUCENT'S PLAN TO DISCRIMINATE ON THE BASIS OF AGE AGAINST IT'S OLDER INSTALLERS

10. During all relevant times, the Company ranked its Installers on levels known as Associate Communications Services Technician (ACST), Communications Service Leader (CSL), Communications Services Technician (CST) or Senior Communications Services Technician (SCST).

11. During all relevant times, in addition to above rankings, the Company classified its Installers by “skill groupings” such as wireless, power, transmissions and similar groupings.

12. The Company routinely recorded that the type of work/skills performed by each of its Installers on a document known as the “Installer Record of Work (IRW).” Work codes on the IRW reflected the level of skills and amount of time spent on each skill annually and on a cumulative basis.

13. The IRW’s show the amount and skill group level of work that each Installer performed during a given period of time. ACST work is designated at the 300 level, CSL work is designated at the 400 level and SCST work is designated at the 500 level.

14. In order to progress to a higher classification, each Installer was required to work a set number of hours in a “specialized work operation” and those hours are recorded on the IRW.

15. Once the Installer obtained the requisite number of hours, the Installer was considered “qualified” in that category or “skill grouping.”

16. The Installer was not subsequently reassigned to a different skill grouping regardless of whether the Installer continued to perform any work in a different skill grouping.

17. Installers were required by the Company to perform all available installation work without regard to their skill grouping. For example, if an Installer’s skill grouping was “Power”, he was nonetheless required to do “Wireless” work if that work

was available and he was able to perform the wireless work. The wireless work was recorded on the Installer's IWR.

18. Installers who obtained their qualifying skill groups years ago in areas of expertise which became practically extinct continued to perform available installation work irrespective of their obsolete skill grouping.

19. The Company, in order to effectuate a workforce adjustment, would declare a "surplus" in a work area and determine if permanent transfers or layoffs would be necessary.'

20. The skill grouping of each Installer would be examined as part of the workforce adjustment assessment. If the Installer's skill grouping established years before was then considered obsolete, the Installer would become a candidate for a layoff or permanent transfer even if the Installer has extensively performed work associated with the current skill groupings.

21. The Company knew that the obsolete skill groupings, on average, were populated with a high percentage of older Installers and that the current skill groupings, on average, are populated with a high percentage of younger Installers.

22. The Company, by selecting Installers for permanent transfers based on their obsolete skill groupings knowing that there were a high percentage of older Installers in that designation, deliberately targeted the older Installers as "surplus."

23. The selection of the older Installers in the obsolete skill groupings as "surplus" was unreasonable because the IWRs established that the Installers in these obsolete skill groupings performed work associated with the current non-obsolete skill groupings.

24. Company managers have confirmed in statements made to Installers that the Company's plan was to force resignations and retirements of older Installers by offering them permanent transfers that the Company knew were unreasonable.

V.

STATEMENT OF FACTS REGARDING DALLAS

25. Dallas, born in 1947, joined the predecessor of Lucent as an Installer in April 1965 and worked in that capacity at the Detroit home base until his involuntary retirement occurring on April 7, 2003.

26. In March of 2003 Dallas received a notice from the Company dated March 8, 2003 stating that he was permanently transferred from his home base in Southeast Michigan to San Antonio, Texas.

27. At the time he received this notice, the Company designated Dallas as a CST and in skill grouping "No-Match Declining Systems – Non-Electronic". This designation meant that Dallas' skill grouping which was established years before, did not "Match" any of the current skill groupings.

28. In the 3 months preceding March 8, 2003, Dallas worked 416 hours in work codes 321 and 474.

29. Dallas traveled to Texas to question management regarding the nature and amount available work. Dallas was informed by Lucent management in Texas that there was no work for Dallas to perform in Texas.

30. Based on the information provided by Lucent management located in Texas, Dallas determined that there was no longer any employment opportunities for him with Lucent and he retired.

31. After Dallas declined the transfer, the Company did not offer the transfer to anyone else.

32. In the three months after his forced retirement, the Installers in Dallas's home base in Detroit who had less years of service and were younger worked 4,763 hours in work codes 321 and 474.

33. Prior to his termination, Dallas's IWR established that he worked extensively in non-obsolete skill level work codes including, cell site test 474 (4,361 hours) and wireless-overall 515 (1,808 hours).

34. The reasons articulated by the Company for selecting Dallas for the permanent transfer to Texas are not valid and constitute a pretext for age discrimination primarily because his skills were still needed in Detroit, he could perform the available work in Detroit, there was no work for him in Texas, the Company did not offer to transfer anyone else to Texas after he declined the transfer and the Company has engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

35. As the direct and proximate result of this discriminatory employment practice, Dallas has and will continue to experience substantial economic losses arising out of termination of employment occurring on April 7, 2003.

VI.

STATEMENT OF CLAIM – DISPARATE TREATMENT

36. Dallas incorporates the above allegations as though stated in full herein

37. The Company was under the statutory obligation to refrain from discriminating against Dallas in connection with all employment decisions because of his age.

38. In violation of this duty, the Company permanently transferred Dallas to Texas knowing that there was no work available in Texas and at a time when there was available work in Detroit that Dallas could perform and which was being performed by younger employees with less service.

39. Dallas has experienced all the damages as alleged in paragraph 35 above.

40. The conduct of the Company was willful and a deliberate violation of the ADEA rights of Dallas and similarly situated Installers entitling Dallas and others to liquidated damages as provided for in the ADEA.

VII.

STATEMENT OF CLAIM – DISPARATE IMPACT

41. Plaintiffs incorporate by reference all the allegations contained above as though stated in full herein.

42. The Company policy of selecting Installers for permanent transfer on the basis of skill groupings, although neutral on its face, resulted in a disproportionate number of older Installers being selected for permanent transfer.

43. This outcome violated the ADEA prohibition against employment policies/practices which have a disparate impact on older employees.

44. As a result of the above-unlawful disparate impact, Dallas and other similarly-situated Installers suffered the damages described in paragraph 35 above.

VIII.

REQUEST FOR RELIEF

Dallas requests the following relief from the Court for himself and all similarly situated installers:

- a. A declaratory judgment that the Company has willfully violated the ADEA rights of Dallas and all similarly situated Installers;
- b. A mandatory injunction enjoining Lucent from continuing to violate the ADEA;
- c. A court order that Dallas should be reinstated to his former position or a suitable comparable position with a full reinstatement of rights and benefits;
- d. Compensatory and consequential damages for all of Dallas' economic losses including fringe benefits;
- e. Liquidated damages against the Company for its willful violation of the ADEA;
- f. An award of reasonable attorney fees and costs and expenses related to the litigation of the ADEA claim; and
- g. Such other relief the court deems appropriate.

Respectfully Submitted,

PITT, MCGEHEE, PALMER, RIVERS & GOLDEN

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Dated: November 23, 2009

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JURY DEMAND

Plaintiff herein demand a trial by jury of all issues to the within cause of action.

Respectfully Submitted,

PITT, MCGEHEE, PALMER, RIVERS & GOLDEN

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Dated: November 23, 2009