

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

WILLIAM C. DALLAS, Ronald Battle, Johnny Beasley,
Frank Carigliano, Paul Carlson, Kim Clark, Nicholas
Congimi, Raymond Connolly, Geoffrey Corbin,
Lawrence Davis, Duane Davison, Calixto Fonseca,
Frank Fox, Edward Haeussler, Rudolph Hopkins,
Ronald Johnson, Gerald Kephart, John Koenig, John
Korz, Gordon Ludwig, James Mahaffey, Robert
Mladenka, Gary Nash, James Nealis, Hugo Pemintel,
Dale Peterson, Robert Pohlenovage, Michael Presby,
James Riley, Ronald Sadlik, Richard Schwartz,
Lawrence Smith, Leo Stoney, Jr., W.T. Ruth, Francis
Tedeschi, Richard Turner, E. Don Woodford,
individually, and on behalf of all similarly-situated
persons,

Plaintiffs,

Hon.

Bernard Friedman

v.

ALCATEL-LUCENT **USA** INC., a corporation,
Defendant.

Case No. 09-14596

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

Plaintiffs, individually and on behalf of all similarly situated persons, bring this
age discrimination action against defendant Alcatel-Lucent **USA** Inc. (“Lucent” or the
“Company”) based on the following allegations:

I.

INTRODUCTION

1. Thirty-seven Plaintiffs bring this representative age discrimination action,

on behalf of themselves and other similarly-situated former Lucent installers nationwide, with an average age of over 55, because the permanent transfers and/or terminations of older Installers occurring in 2002 through 2004 were the result of a Company-wide plan to eliminate its older Installers. The Company's plan used the threat of permanent transfers or actual transfers to locations hundreds of miles from the Installers' homes and families in order to force this targeted groups' resignations and retirements.

II.

PARTIES, JURISDICTION AND VENUE

2. William Dallas is a citizen of the United States and resides in Livonia, Michigan which is located within the Eastern District of Michigan judicial district.

3. Ronald Battle is a citizen of the United States and resides in Dumont, New Jersey. Battle's Lucent base location was in New York, New York.

4. Johnny Beasley is a citizen of the United States and resides in Red Oak, Oklahoma. Beasley's Lucent base location was in Oklahoma City, Oklahoma.

5. Frank Carigliano is a citizen of the United States and resides in Bronx, New York. Carigliano's Lucent base location was in New York, New York.

6. Paul Carlson is a citizen of the United States and resides in Lake Grove, New York. Carlson's Lucent base location was in New York, New York.

7. Kim Clark is a citizen of the United States and resides in Bay City, Michigan which is located within the Eastern District of Michigan judicial district. Clark's Lucent base location was in Saginaw, Michigan.

8. Nicholas Congimi is a citizen of the United States and resides in Middle Village, New York. Congimi's Lucent base location was in New York, New York.

9. Raymond Connolly is a citizen of the United States and resides in East

Quogue, New York. Connolly's Lucent base location was in New York, New York.

10. Geoffrey Corbin is a citizen of the United States and resides in Beacon, New York. Corbin's Lucent base location was in Millbrook, New York.

11. Lawrence Davis is a citizen of the United States and resides in Houston, Texas. Davis' Lucent base location was in Houston, Texas.

12. Duane Davison is a citizen of the United States and resides in Davisburg, Michigan which is located within the Eastern District of Michigan judicial district. Davison's Lucent base location was Detroit, Michigan.

13. Calixto Fonseca is a citizen of the United States and resides in Tucson, Arizona. Fonseca's Lucent base location was Tucson, Arizona.

14. Frank Fox is a citizen of the United States and resides in Mahopac, New York. Fox's Lucent base location was in New York, New York.

15. Edward Haeussler is a citizen of the United States and resides in Elmont, New York. Haeussler's Lucent base location was in New York, New York.

16. Rudolph Hopkins is a citizen of the United States and resides in Highland Park, Michigan which is located within the Eastern District of Michigan judicial district. Hopkins' Lucent base location was Detroit, Michigan.

17. Ronald Johnson is a citizen of the United States and resides in Detroit, Michigan which is located within the Eastern District of Michigan judicial district. Johnson's Lucent base location was Detroit, Michigan.

18. Gerald Kephart is a citizen of the United States and resides in Fort Pierce, Florida. Kephart's Lucent base location was Fort Pierce/Ft. Lauderdale, Florida.

19. John Koenig is a citizen of the United States and resides in Canton,

Michigan, which is located within the Eastern District of Michigan judicial district. Koenig's Lucent base location was Detroit, Michigan.

20. John Korz is a citizen of the United States and resides in Wappinger's Falls, New York. Korz's Lucent base location was in New York, New York.

21. Gordon Ludwig is a citizen of the United States and resides in Warren, Michigan which is located within the Eastern District of Michigan judicial district. Ludwig's Lucent base location was Detroit, Michigan.

22. James Mahaffey is a citizen of the United States and resides in Chandler, Oklahoma, Mahaffey's Lucent base location was Oklahoma City, Oklahoma.

23. Robert Mladenka is a citizen of the United States and resides in Spring, Texas. Mladenka's Lucent base location was in Houston, Texas.

24. Gary Nash is a citizen of the United States and resides in Memphis, New York. Nash's Lucent base location was in Syracuse, New York.

25. James Nealis is a citizen of the United States and resides in Katonah, New York. Nealis' Lucent base location was in New York, New York.

26. Hugo Pemintel is a citizen of the United States and resides in Novato, California. Pemintel's Lucent base location was Santa Rosa/San Francisco, California.

27. Dale Peterson is a citizen of the United States and resides in Tucson, Arizona. Peterson's Lucent base location was Tucson, Arizona.

28. Robert Poltenovage is a citizen of the United States and resides in Wareick, New York. Poltenovage's Lucent base location was in New York, New York.

29. Michael Presby is a citizen of the United States and resides in Holly, Michigan which is located within the Eastern District of Michigan judicial district.

Presby's Lucent base location was Detroit, Michigan.

30. James Riley is a citizen of the United States and resides in Opa Locka, Florida. Riley's Lucent base location was Ft. Lauderdale, Florida.

31. Ronald Sadlik is a citizen of the United States and resides in Mentor, Ohio. Riley's Lucent base location was Cleveland, Ohio.

32. Richard Schwartz is a citizen of the United States and resides in Clinton Township, Michigan which is located within the Eastern District of Michigan judicial district. Schwartz's Lucent base location was Detroit, Michigan.

33. Lawrence Smith is a citizen of the United States and resides in Jackson, Tennessee. Smith's Lucent base location was New York, New York.

34. Leo Stoney, Jr. is a citizen of the United States and resides in Gainesville, Florida. Stoney's Lucent base location was in Gainesville, Florida.

35. W.T. Ruth is a citizen of the United States and resides in Humble, Texas. Ruth's Lucent base location was Houston, Texas.

36. Francis Tedeschi, is a citizen of the United States and resides in Lake Grove, New York. Tedeschi's Lucent base location was in New York, New York.

37. Richard Turner is a citizen of the United States and resides in Atlanta, Georgia. Turner's most recent Lucent base location was in Atlanta, Georgia.

38. E. Don Woodford is a citizen of the United States and resides in Des Arc, Arkansas. Woodford's Lucent base location was in Little Rock, Arkansas.

39. Alcatel-Lucent **USA, Inc** ("**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/re tire (2002 to 2004), Alcatel-Lucent **USA, Inc** employed tens of thousands of installers and was known as Lucent Technologies, Inc.

40. 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.

41. 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

42. Prior to filing this civil action, Dallas, Battle, Carigliano, Carlson, Clark, Cogmini, Connolly, Davison, Fox, Hopkins, Johnson, Kephart, Korz, Ludwig, Pemintel, Poltenovage, Presby, Sadlik, Schwartz, Smith (Lawrence), Stoney, Tedeschi, and Woodford 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.

43. The specified Plaintiffs brought timely charges 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 Plaintiffs.

44. The "piggyback doctrine" permits the remaining Plaintiffs and more than 300 similarly situated Installers to proceed in this action utilizing the timely charges filed

by Plaintiffs identified in Paragraph 42 where the Installer has alleged age discrimination because his termination, which occurred during the period from 2002 through 2004, 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 older Installer's' home and family in order to force their resignation and retirement which he took in lieu of the unreasonable permanent transfer option.

45. This action was filed within 90 days of 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

46. 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).

47. 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.

48. 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.

49. 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.

50. 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.

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

52. 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.

53. 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.

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

55. 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.

56. The skill grouping of each Installer would be examined as part of the

workforce adjustment assessment. If the Installer's skill group ing 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.

57. 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.

58. The Company, from 2002 to 2004, selected approximately 300 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."

59. 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.

60. 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.

STATEMENTS OF FACTS REGARDING INDIVIDUAL PLAINTIFFS

A. STATEMENT OF FACTS REGARDING WILLIAM DALLAS

61. Dallas ("Dallas"), born on January 9, 1947, joined the predecessor of Lucent as an Installer in April 1965 and worked in that capacity at the Detroit base

location until his involuntary retirement occurring on April 7, 2003.

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

63. 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.

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

65. 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.

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

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

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

69. In the years prior to his termination, Dallas' IRW 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).

70. The reasons articulated by the Company for selecting Dallas for the permanent transfer to Texas were 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, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

71. 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.

B. STATEMENT OF FACTS REGARDING RONALD BATTLE

72. Ronald Battle ("Battle"), born on May 21, 1949, joined the predecessor of Lucent as an Installer in July, 1973 and worked in that capacity until his premature retirement occurring in January, 2005.

73. In March, 2004 Battle received a notice from the Company stating that he was permanently transferred from his base location in New York to Framingham, Massachusetts.

74. At the time he received this notice, the Company designated Battle as a SCST and in skill grouping "Power."

75. For years prior to his permanent transfer, Battle performed work analysis and planning work in current skill groupings, including, but not limited to, "Power," "Data Networking," and "Transmission."

76. Battle travelled to Framingham and questioned management at the site regarding the nature and amount available work. Battle was informed by Lucent managers, Troy Martin and Mr. Rabidoux in Framingham, that they were unaware that any transferees were coming to Framingham and that there was not adequate work available for those who accepted the transfer.

77. Battle accepted the permanent transfer Framingham and worked from that base location until his premature retirement in January, 2005.

78. While Battle worked in Framingham, his wife remained in at their home in New Jersey and he rented lodgings in Massachusetts. Battle commuted home on weekends.

79. Based on information supplied to the EEOC by the Company and relevant other records, after his forced permanent transfer, the Installers in Battle's base location in New York who had less years of service and were younger worked a substantial number of hours in the same work codes Battle worked in before the Company requested that he permanently transfer to another base location.

80. For years prior to his termination, Battle's IRW established that he worked extensively in non-obsolete skill level work codes including, but not limited to 321, 424, 426, 435, 436, 454, 459, 460, 507, 448, 512, 516, 517, and 519.

81. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Battle for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location. verify, he could perform the available work at his base location, there was no or inadequate work for him

in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

82. As the direct and proximate result of this discriminatory employment practice, Battle has and will continue to experience substantial economic losses arising out of his termination of employment including consequential damages, lodging, travel, meals and other expenses associated with his commuting.

83. Battle also experienced economic losses because the unlawful permanent transfer caused him to retire sooner than he would have had he been allowed to finish his career at his original home base.

C. STATEMENT OF FACTS REGARDING JOHNNY BEASLEY

84. Johnny Beasley ("Beasley"), born on July 16, 1943, joined the predecessor of Lucent as an Installer in September, 1965 and worked in that capacity at the Oklahoma City, Oklahoma base location until his involuntary occurring in August, 2004.

85. In July, 2004, Beasley received a notice from the Company stating that he was permanently transferred from his base location in Oklahoma City to Aurora, Illinois.

86. At the time he received this notice, the Company designated Beasley as a SCST and in skill grouping "Transmission."

87. For years prior to 2004, Beasley performed work in other skill groupings, including, but not limited to, "Wireless," as required to complete his work assignments.

88. In July and August, Beasley determined that there were no longer

adequate employment opportunities for him with Lucent and he retired.

89. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Beasley's base location in Oklahoma City who had less years of service and were younger worked a substantial number of hours in the same work codes Beasley worked in before the Company requested he permanently transfer to another base location.

90. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Beasley for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

91. As the direct and proximate result of this discriminatory employment practice, Beasley has and will continue to experience substantial economic losses arising out of his termination of employment.

D. STATEMENT OF FACTS REGARDING FRANK CARIGLIANO

92. Frank Carigliano ("Carigliano"), born on December 3, 1942, joined the predecessor of Lucent as an Installer in April of 1962 and worked in that capacity at the New York, New York base location until his involuntary retirement occurring in April, 2004.

93. In March, 2003 Carigliano received a notice from the Company stating that he was permanently transferred from his base location in New York to Norfolk, Virginia.

94. At the time he received this notice, the Company designated Carigliano as a SCST and in skill grouping "Transmission."

95. For years prior to his permanent transfer, Carigliano performed work in current skill groupings, including, but not limited to, "Transmission," "ESS," and "5ESS."

96. Carigliano was unable to contact management in Norfolk to question management at the site regarding the nature and amount available work. Carigliano received information from other Installers that there was not adequate work in Norfolk.

97. Based on his inability to discover whether there was adequate work in Norfolk, Carigliano determined that there was no longer adequate employment opportunities for him with Lucent and he retired.

98. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Carigliano's base location in New York who had less years of service and were younger worked a substantial number of hours in the same work codes Carigliano worked in before the Company requested that he permanently transfer to another base location.

99. For years prior to his termination, Carigliano's IRW established that he worked extensively in non-obsolete skill level work codes including, but not limited to, 321, 435, 436, 459, 460, 461, 500, 501, 509, 505, 507, 473, 517 and 519.

100. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Carigliano for the permanent transfer were not valid and constitute a pretext for age discrimination.

primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate adequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

101. As the direct and proximate result of this discriminatory employment practice, Carigliano has and will continue to experience substantial economic losses arising out of his termination of employment.

E. STATEMENT OF FACTS REGARDING PAUL CARLSON

102. Paul Carlson ("Carlson"), born on May 1, 1946, joined the predecessor of Lucent as an Installer in March, 1965 and worked in that capacity at the New York, New York base location until his involuntary retirement occurring in January, 2004.

103. In December, 2003 Carlson received a notice from the Company stating that he was permanently transferred from his base location in New York to Jackson, Tennessee.

104. At the time he received this notice, the Company designated Carlson as a SCST and in skill grouping "Declining Systems-Non Electric". This designation meant that Carlson's skill grouping which was established years before, did not "Match" any of the current skill groupings.

105. For years prior to his permanent transfer, client performed work in current skill groupings, including, but not limited to, "Toll," "Transmission," "Data Networking," and "Power."

106. Carlson travelled to Jackson and questioned management at the site where he was to be transferred regarding the nature and amount available work. Carlson was informed by Lucent manager Bob McKenzie in Jackson that there was no longer adequate work available at the site if Carlson accepted the transfer.

107. Based on the information provided by Lucent management located in Jackson, Carlson determined that there were no longer any adequate employment opportunities for him with Lucent and he retired.

108. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Carlson's base location in New York who had less years of service and were younger worked a substantial number of hours in the same work codes Carlson worked in before the Company requested that he permanently transfer to another base location.

109. For years prior to his termination, Carlson's IRW established that he worked extensively in non-obsolete skill level work codes including, but not limited to, 321, 421, 425, 426, 427, 435, 436, 454, 459, 460, 505, 507, 472, 473, 482, 493, 494, 495, 516, 518, and 519.

110. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Carlson for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to

2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

111. As the direct and proximate result of this discriminatory employment practice, Carlson has and will continue to experience substantial economic losses arising out of his termination of employment.

F. STATEMENT OF FACTS REGARDING KIM CLARK

112. Kim Clark ("Clark"), born on November 21, 1949, joined the predecessor of Lucent as an Installer in November, 1998, and worked in that capacity at the Saginaw, Michigan base location until his involuntary retirement occurring on April 9, 2003.

113. In March, 2003, Clark received a notice from the Company stating that he was permanently transferred from his base location in Saginaw to Louisville, Kentucky.

114. At the time he received this notice, the Company designated Clark as a SCST and in skill grouping "OSP."

115. Prior to 2003, Clark performed work in various current skill groupings as needed to complete the projects assigned to him. Clark built units from the ground up, performed testing, and turned locations over to the Company.

116. Clark called the Louisville base location and questioned management at the site regarding the nature and amount of available work. Clark was informed by Lucent manager Bill Priddy in Louisville that there was no work available in Clark's skill category and that Clark would be sent out on Temporary Transfers if he did come to Louisville. Clark travelled to Louisville, Kentucky to explore the area.

117. Based on the information provided by Lucent management located in

Louisville and his own observations and research, Clark determined that there was no longer adequate employment opportunities for him with Lucent and he retired.

118. Based on information supplied to the EEOC by the Company and relevant other records, after Clark's forced retirement, no installers remained at Clark's base location in Saginaw, Michigan. However, work in the geographic area previously covered by the Saginaw base location continued to be performed by Installers who had less years of service and were younger workers who worked a substantial number of hours in the same work codes Clark worked in before the Company requested that he permanently transfer to another base location.

119. For years prior to his termination, Clark's IRW established that he worked extensively in non-obsolete skill level work codes including, but not limited to, skill codes 321, 419, 421, 424, 426, 435, 454, 459, 460, 505, 507, 521, 467, 468, 471, 472, 473, 481, 482, 491, 492, 494, 495, 516, 517, 519, and 530.

120. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Clark for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in the area his base location serviced, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

121. As the direct and proximate result of this discriminatory employment

practice, Clark has and will continue to experience substantial economic losses arising out of his termination of employment.

G. STATEMENT OF FACTS REGARDING NICHOLAS CONGIMI

122. Nicholas Congimi (“Congimi”), born in September 6, 1943, joined the predecessor of Lucent as an Installer in October, 1962, and worked in that capacity at the New York, New York base location until his involuntary retirement occurring on June 2003.

123. In May, 2003, Congimi received a notice from the Company stating that he was permanently transferred from his base location in New York, New York to Washington, D.C.

124. At the time he received this notice, the Company designated Congimi as a SCST and in skill grouping “Declining Systems-Non-Electric”. This designation meant that Congimi’s skill grouping, which was established years before, was awarded in technology that is no longer current.

125. For years prior to his permanent transfer notification, Congimi performed work in current skill groupings including, but not limited to, “Wireless,” “Transport,” “Cellular,” “DSL,” and “Wavestar” as required to complete his work assignments.

126. Congimi was unable to contact management at the Washington, D.C. base location to inquire regarding the nature and amount available work.

127. In May, 2003 Congimi, without input from the Washington, D.C. management, initially accepted the permanent transfer to Washington, D.C., but decided in June, 2003 to decline the permanent transfer and he retired.

128. Based on information supplied to the EEOC by the Company and relevant

other records, after his forced retirement, the Installers in Congimi's base location in New York who had less years of service and were younger worked a substantial number of hours in the same work codes Congimi worked in before the Company requested that he permanently transfer to another base location.

129. For years prior to his termination, Congimi's IRW, dated April 3, 2003 established that he worked extensively in non-obsolete skill level work codes including, but not limited to, 421, 435, 454, 459, 460, 472, 473, 475, 482, and 519.

130. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Congimi for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

131. As the direct and proximate result of this discriminatory employment practice, Congimi has and will continue to experience substantial economic losses arising out of his termination of employment.

H. STATEMENT OF FACTS REGARDING RAYMOND CONNOLLY

132. Raymond Connolly ("Connolly"), born on March 29, 1945, joined the predecessor of Lucent as an Installer in May, 1965 and worked in that capacity at the New York, New York base location until his involuntary retirement occurring in May,

2003.

133. In April, 2003 Connolly received a notice from the Company stating that he was permanently transferred from his base location in New York to Framingham, Massachusetts.

134. At the time he received this notice, the Company designated Connolly as an SCST and in skill grouping "Transmission."

135. For years prior to his permanent transfer, Connolly performed work in current skill groupings, including, but not limited to, "Transmission," "ESS," and "Wireless."

136. Connolly questioned management at the site where he was to be transferred regarding the nature and amount available work. Connolly was informed by Lucent management in Framingham that there was only approximately six months worth of work available in his skill grouping.

137. Connolly travelled to Framingham to investigate the area and housing options.

138. Based on the information provided by Lucent management located in Framingham and financial considerations related to housing costs, Connolly determined that there were no longer adequate employment opportunities for him with Lucent and he retired.

139. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Connolly's base location in New York who had less years of service and were younger worked a substantial number of hours in the same work codes Connolly worked in before the Company

requested that he permanently transfer to another base location.

140. For years prior to his termination, Connolly IRW established that he worked extensively in non-obsolete skill level work codes including, but not limited to, 321, 421, 4224, 425, 427, 435, 436, 454, 459, 460, 467, 473, 475, 481, 493, 495, 505, 507, 516, 517, and 519.

141. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Connolly for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

142. As the direct and proximate result of this discriminatory employment practice, Connolly has and will continue to experience substantial economic losses arising out of his termination of employment.

I. STATEMENT OF FACTS REGARDING GEOFFREY CORBIN

143. Geoffrey Corbin ("Corbin"), born on November 1, 1942, joined the predecessor of Lucent as an Installer in March, 1978 and worked in that capacity at the Millbrook, New York base location until his involuntary retirement occurring on March, 2004.

144. In March, 2004 Corbin received a notice from the Company stating that he

was permanently transferred from his base location in Millbrook to Framingham, Massachusetts.

145. At the time he received this notice, the Company designated Corbin as a CST and in skill grouping "OSP-PBX."

146. For years prior to his permanent transfer, Corbin performed work in current skill groupings, including, but not limited to, "Transmission," "Toll," and "ESS."

147. Due to family obligations, Corbin was unable to accept the transfer and he retired.

148. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Corbin's base location in who had less years of service and were younger worked a substantial number of hours in the same work codes Corbin worked in before the Company requested that he permanently transfer to another base location.

149. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Corbin for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in the area served by his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

150. As the direct and proximate result of this discriminatory employment

practice, Corbin has and will continue to experience substantial economic losses arising out of his termination of employment.

J. STATEMENT OF FACTS REGARDING LAWRENCE DAVIS

151. Lawrence Davis ("Davis"), born on July 20, 1950, joined the predecessor of Lucent as an Installer in January of 1970 and worked in that capacity at the Houston, Texas base location until his involuntary retirement occurring in August of 2004.

152. In June of 2004 Davis received a notice from the Company stating that he was permanently transferred from his base location in Houston to San Francisco, California.

153. For years prior to 2004, the Company designated Davis as a SCST in current skill grouping "Power."

154. Davis worked primarily in the current "5ESS" skill grouping, performing installation and testing of that technology, as well as other skill groupings as required by the needs of the particular job.

155. Davis called the San Francisco base location and questioned Management at the site where he was to be transferred regarding the nature and amount available work. Davis was informed by Lucent management in San Francisco that there was no work available and that he would be sent out on Temporary Transfers if he accepted a Permanent Transfer to the base location.

156. Based on the information provided by Lucent management located in San Francisco, California, Davis determined that there were no longer adequate employment opportunities for him with Lucent and he retired.

157. Based on information supplied to the EEOC by the Company and relevant

other records, installers in Davis' base location in Houston who had less years of service and were younger worked a substantial number of hours in the same work codes Davis worked in before the Company requested that he permanently transfer to another base location.

158. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Davis for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no permanent or inadequate permanent work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

159. As the direct and proximate result of this discriminatory employment practice, Davis has and will continue to experience substantial economic losses arising out of his termination of employment.

K. STATEMENT OF FACTS REGARDING DUANE DAVISON

160. Duane Davison ("Davison"), born on July 22, 1944, joined the predecessor of Lucent as an Installer in February of 1966 and worked in that capacity at the Detroit, Michigan base location until his involuntary retirement occurring in April, 2003.

161. On March 6, 2003 Davison received a notice from the Company stating that he was permanently transferred from his base location in Detroit to Memphis,

Tennessee.

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

163. For years prior to 2003, Davison worked primarily in current skill grouping "Wireless."

164. Davison travelled to Memphis and questioned management at the site where he was to be transferred regarding the nature and amount available work. Davison was informed by Lucent manager Bo Mc Daniels in Memphis that there was no work available in "Wireless" in the area and Davison should expect to be sent out on Temporary Transfers. Davison also spoke to other Installers at the Memphis location who also stated there was no "Wireless" work available.

165. Based on the information provided by Lucent management located in Memphis Davison determined that there were no longer adequate employment opportunities for him with Lucent and he retired.

166. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Davison's base location in Detroit who had less years of service and were younger worked a substantial number of hours in the same work codes Davison worked in before the Company requested that he permanently transfer to another base location.

167. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Davison for the

permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

168. As the direct and proximate result of this discriminatory employment practice, Davison has and will continue to experience substantial economic losses arising out of his termination of employment.

L. STATEMENT OF FACTS REGARDING CALIXTO FONSECA

169. Calixto Fonseca ("Fonseca"), born in September 17, 1951, joined the predecessor of Lucent as an Installer in January, 1980 and worked in that until his premature retirement occurring in April, 2003.

170. In March, 2003 Fonseca received a notice from the Company stating that he was permanently transferred from his base location in Tucson to Minneapolis, Minnesota.

171. At the time he received this notice, the Company designated Fonseca as a CST and in skill grouping "Digital Systems/Transmission."

172. For years prior to his permanent transfer notification, Fonseca performed work in various current skill groupings including, but not limited to, "Digital Systems," and "Transmission" as required to perform his work assignments.

173. During the 30 day transfer evaluation period, Fonseca became ill and was

unable to travel before the permanent transfer acceptance date.

174. Fonseca declined the transfer and was involuntarily retired.

175. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Fonseca's base location in location who had less years of service and were younger worked a substantial number of hours in the same work codes Fonseca worked in before the Company requested that he permanently transfer to another base location.

176. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Fonseca for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

177. As the direct and proximate result of this discriminatory employment practice, Fonseca has and will continue to experience substantial economic losses arising out of his termination of employment.

M. STATEMENT OF FACTS REGARDING FRANK FOX

178. Frank Fox ("Fox"), born on September 13, 1946, joined the predecessor of Lucent as an Installer in July, 1967 and worked in that capacity at the New York, New York base location until his involuntary retirement occurring on May, 2003.

179. In April, 2003 Fox received a notice from the Company stating that he was permanently transferred from his base location in New York to Baltimore, Maryland

180. At the time he received this notice, the Company designated Fox as a CST and in skill grouping "Declining Systems-Non-Electric." This designation meant that Fox's skill grouping which was established years before, was associated with technology that was no longer widely used.

181. For years prior to his permanent transfer, Fox performed work in current skill groupings, including work in 3G technology.

182. Fox travelled to Baltimore and spoke with other Installers visiting Baltimore to investigate the area and availability of work. Danny Koch, an Installer, informed Fox that he had spoken with management at the Baltimore base location and was informed by Lucent management that there was not adequate work at the base for the Installers currently assigned to the Baltimore base and that the only work available was a limited amount of "tear out" work.

183. Based on the information provided by Koch regarding the work available in the Baltimore base location and personal considerations, Fox determined that there was no longer adequate employment opportunities for him with Lucent and he retired.

184. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Fox's base location in New York who had less years of service and were younger worked a substantial number of hours in the same work codes Fox worked in before the Company requested that he permanently transfer to another base location.

185. For years prior to his termination, Fox's IRW established that he worked

extensively in non-obsolete skill level work codes including, but not limited to 321, 421, 425, 427, 435, 454, 459, 460, 505, 472, 473, 482, and 519.

186. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Fox for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

187. As the direct and proximate result of this discriminatory employment practice, Fox has and will continue to experience substantial economic losses arising out of his termination of employment.

N. STATEMENT OF FACTS REGARDING EDWARD HAEUSSLER

188. Edward Haeussler ("Haeussler"), born in 1945, joined the predecessor of Lucent as an Installer in April, 1969, and worked in that unit until his premature retirement occurring on January 22, 2005.

189. In March, 2004, Haeussler received a notice from the Company (a stating that he was permanently transferred from his base location in New York, New York to Framingham, Massachusetts.

190. At the time he received this notice, the Company designated Haeussler as a SCST and in skill grouping "Power."

191. For years prior to his permanent transfer, Haeussler primarily performed work in current skill grouping "Power" as well as various other current skill groupings as required to complete his work assignments.

192. Haeussler traveled to Framingham, Massachusetts and questioned management at the site where he was to be transferred regarding the nature and amount available work. Haeussler was informed by Lucent management in Framingham, Massachusetts that there was no work available if he accepted the permanent transfer.

193. Haeussler accepted the transfer to Framingham, Massachusetts and worked from that base location until his retirement. In Framingham, Massachusetts, Haeussler spent most of his time working below his skill grouping, performing "tear out" work.

194. Haeussler rented lodging in Massachusetts and maintained his home in New York and commuted home on weekends.

195. Haeussler determined that there were no longer adequate employment opportunities for him with Lucent and he retired.

196. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Haeussler's base location in New York who had less years of service and were younger worked a substantial number of hours in the same work codes Haeussler worked in before the Company requested that he permanently transfer to another base location.

197. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Haeussler for the

permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

198. As the direct and proximate result of this discriminatory employment practice, Haeussler has and will continue to experience substantial economic losses arising out of his permanent transfer and termination of employment including , consequential damages, lodging, travel, tolls, meals and other expenses associated with his commuting.

199. Haeussler also experienced economic losses because the unlawful permanent transfer caused him to retire sooner than he would have had he been allowed to finish his career at his original base location.

O. STATEMENT OF FACTS REGARDING RUDOLPH HOPKINS

200. Rudolph Hopkins ("Hopkins"), born on December 6, 1937, joined the predecessor of Lucent as an Installer in March, 1967, and worked in that capacity until his premature retirement from the Company occurring in January, 2005.

201. In March, 2003 Hopkins received a notice from the Company, stating that he was permanently transferred from his base location in Detroit to Gary, Indiana.

202. At the time he received this notice, the Company designated Hopkins as a CST, and in skill grouping "No-Match." This designation meant that Hopkins's skill

grouping which was established years before, did not “Match” any of the current skill groupings.

203. For years prior to 2003, Hopkins performed work in the current skill groupings of “Wireless,” “5 ESS,” and other current skill groupings as required in the performance of his duties as an installer.

204. Hopkins accepted the transfer to Gary. While on permanent transfer in Gary, Hopkins was on assignment in various cities in Indiana including Hammond, Michigan City, and Crown Pointe.

205. These assignments were not temporary transfers and were considered a “local” assignment. Because these assignments were regarded as “local”, Hopkins was not provided with financial assistance related to his local assignments from the Gary, Indiana base location.

206. Hopkins was later sent to Naperville, Indiana, where he worked for approximately one year.

207. In 2004 after working approximately one year from the Gary, Indiana base location, Hopkins was informed that he was being permanently transferred to Elgin, Illinois.

208. Hopkins accepted the second permanent transfer and worked from the Elgin, Illinois base location.

209. In early 2005, while on assignment in Indianapolis, Indiana, Hopkins learned he was to be transferred to Terra Haute, Indiana.

210. In January of 2005, Hopkins determined that there were no longer any adequate employment opportunities for him with Lucent and he retired.

211. Based on information supplied to the EEOC by the Company and relevant other records, after his permanent transfer to Gary, the Installers in Hopkins's original base location in Detroit who had less years of service and were younger worked a substantial number of hours in the same work codes Hopkins worked in before the Company requested that he permanently transfer to another base location.

212. Prior to his transfer to Gary, Indiana, Hopkins's IWR established that he worked extensively in non-obsolete skill level work codes including, but not limited to, 321, 421, 424, 424, 435, 436, 454, 459, 460, 467, 468, 474, 475, 481, 482, 484, and 517.

213. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Hopkins for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was only work for Hopkins approximately sixty miles from the location he was to be transferred to, and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

214. As the direct and proximate result of this discriminatory employment practice, Hopkins has and will continue to experience substantial economic losses arising out of his permanent transfer and termination of employment, including substantial out of pocket losses in the nature of travel, lodging, and meal expenses and consequential damages related to the requirement that he work in multiple distant locations from March 2003 until his retirement.

215. Hopkins also experienced economic losses because the unlawful permanent transfer caused him to retire sooner than he would have had he been allowed to finish his career at his original base location.

P. STATEMENT OF FACTS REGARDING RONALD JOHNSON

216. Ronald Johnson ("Johnson"), born on January 8, 1946, joined the predecessor of Lucent as an Installer in March, 1965, and worked in that capacity at the Detroit, Michigan base location until his involuntary retirement occurring in May, 2003.

217. In March, 2003, Johnson received a notice from the Company, stating that he was permanently transferred from his base location in Detroit to Pensacola, Florida

218. At the time he received this notice, the Company designated Johnson as a CST, and in skill grouping No-Match. This designation meant that Johnson's skill grouping which was established years before, did not "Match" any of the current skill groupings.

219. For years prior to his transfer, Johnson performed work in current skill groupings including, but not limited to, "Electronic," "Toll," and "Wireless".

220. For personal reasons, Johnson was not able to accept the permanent transfer and retired.

221. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Johnson's base location in Detroit who had less years of service and were younger worked a substantial number of hours in the same work codes Johnson worked in before the Company requested that he permanently transfer to another base location.

222. For years prior to his termination, Johnson's IRW established that he

worked extensively in non-obsolete skill level work codes including, but not limited to, 421, 427, 454, 459, 460, 468, 473, and 519.

223. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Johnson for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

224. As the direct and proximate result of this discriminatory employment practice, Johnson has and will continue to experience substantial economic losses arising out of his termination of employment.

Q. STATEMENT OF FACTS REGARDING GERALD KEPHART

225. GERALD Kephart ("Kephart"), born on September 5, 1945, joined the predecessor of Lucent as an Installer in February, 1970 and worked in that capacity at the Ft. Pierce, Florida base location until his involuntary retirement occurring in October, 2004.

226. In August, 2004 Kephart received a notice from the Company stating that he was permanently transferred from his base location in Ft. Pierce to Nashville, Tennessee.

227. At the time he received this notice, Kephart believes the Company

designated him as an SCST and in skill grouping "Toll/Transmission."

228. For years before 2004, Kephart performed work in current skill groupings including "5ESS," "Toll," and "Transmission," "Outside Plant," "Ocean Cable," and "Power" as required to complete his work assignments.

229. Kephart questioned management at the site where he was to be transferred and spoke to Mr. Lindsay regarding the nature and amount of available work. Kephart was informed by Lucent management in Nashville that there was no work available for him at the Nashville base location.

230. Based on the information provided by Lucent management located in Nashville, Tennessee, Kephart determined that there were no longer adequate employment opportunities for him with Lucent and he retired.

231. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Kephart's base location in Ft. Pierce, Florida who had less years of service and were younger worked a substantial number of hours in the same work codes Kephart worked in before the Company requested that he permanently transfer to another base location.

232. For years prior to his termination, Kephart's IRW, established that he worked extensively in non-obsolete skill level work codes including, but not limited to, 321, 421, 424, 425, 426, 427, 435, 436, 454, 459, 460, 467, 472, 473, 488, 491, 492, 495, 505, 507, 515, 516, 517, and 519.

233. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Kephart for the permanent transfer were not valid and constitute a pretext for age discrimination.

primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

234. As the direct and proximate result of this discriminatory employment practice, Kephart has and will continue to experience substantial economic losses arising out of his termination of employment.

R. STATEMENT OF FACTS REGARDING JOHN KOENIG

235. John Koenig ("Koenig"), born on December 10, 1941, joined the predecessor of Lucent as an Installer in November, 1967, and worked in that capacity at the Detroit, Michigan base location until his involuntary retirement occurring on April 9, 2003.

236. In March, 2003, Koenig received a notice from the Company stating that he was permanently transferred from his base location in Detroit to Jackson, Mississippi.

237. At the time he received this notice, the Company designated Koenig as a CST and in skill grouping "No-Match." This designation meant that Koenig's skill grouping which was established years before, did not "Match" any of the current skill groupings.

238. For years prior to 2003, Koenig performed work in current skill groupings as required to complete his work assignments.

239. Koenig determined that there were no longer any adequate employment opportunities for him with Lucent and retired. Koenig believed he would be able to find work in the Detroit area after he retired.

240. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Koenig's base location in Detroit who had less years of service and were younger worked a substantial number of hours in the same work codes Koenig worked in before the Company requested that he permanently transfer to another base location.

241. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Koenig for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, has engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

242. As the direct and proximate result of this discriminatory employment practice, Koenig has and will continue to experience substantial economic losses arising out of his termination of employment.

S. STATEMENT OF FACTS REGARDING JOHN KORZ

243. John Korz ("Korz"), born on June 4, 1948, joined the predecessor of Lucent as an Installer in January, 1973 and worked in that capacity at the New York,

New York base location until his involuntary retirement occurring May, 2003.

244. In April, 2003, Korz received a notice from the Company stating that he was permanently transferred from his base location in New York to Framingham, Massachusetts.

245. At the time he received this notice, the Company designated Korz as a SCST and in skill grouping "Transport."

246. Prior to his transfer, Korz worked primarily in the current "Transmission" skill grouping, performing testing and installations.

247. Due to family obligations and financial considerations, Korz was unable to accept the permanent transfer and he retired.

248. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Korz's base location in New York who had less years of service and were younger worked a substantial number of hours in the same work codes Korz worked in before the Company requested that he permanently transfer to another base location.

249. For years prior to his retirement, Korz's IRW established that he worked extensively in non-obsolete skill level work codes including, but not limited to, 424, 426, 427, 438, 454, 459, 460, 473, 512, 516, and 519.

250. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Korz for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the

location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

251. As the direct and proximate result of this discriminatory employment practice, Korz has and will continue to experience substantial economic losses arising out of his termination of employment.

T. STATEMENT OF FACTS REGARDING GORDON LUDWIG

252. Gordon Ludwig ("Ludwig"), born on November 26, 1946, joined the predecessor of Lucent as an Installer in February, 1966, and worked in that capacity at the Detroit base location until his involuntary retirement occurring in April, 2003.

253. In March, 2003, Ludwig received a notice from the Company, stating that he was permanently transferred from his base location in Detroit to Tupelo, Mississippi.

254. At the time he received this notice, the Company designated Ludwig as a CST and in skill grouping "No Match". This designation meant that Ludwig's skill grouping which was established years before, did not "Match" any of the current skill groupings.

255. Ludwig was contacted by the union steward from Tupelo who informed Ludwig that Ludwig would likely be working out of Memphis, Tennessee.

256. Based on the information provided by the union steward located in Tupelo, Mississippi, Ludwig determined that there were no longer adequate employment opportunities for him with Lucent and he retired.

257. Based on information supplied to the EEOC by the Company and relevant

other records, after his forced retirement, the Installers in Ludwig's base location in Detroit who had less years of service and were younger worked a substantial number of hours in the same work codes Ludwig worked in before the Company requested that he permanently transfer to another base location.

258. Prior to his termination, Ludwig's IRW established that he worked extensively in non-obsolete skill level work codes including , but not limited to, 321, 410, 421, 423, 425, 435, 436, 454, 459, 460, 449, 468, 469, 471, 472, 473, 474, 481, 492, 493, 495, 505, 507, 514, 516, 517, 518, 519, 521, and 530.

259. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Ludwig for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

260. As the direct and proximate result of this discriminatory employment practice, Ludwig has and will continue to experience substantial economic losses arising out of his termination of employment.

U. STATEMENT OF FACTS REGARDING JAMES MAHAFFEY

261. James Mahaffey ("Mahaffey"), born on September 25, 1944, joined the predecessor of Lucent as an Installer in and worked in that capacity at the Oklahoma

City, Oklahoma base location until his involuntary retirement occurring on August 16, 2004.

262. In May, 2004, Mahaffey received a notice from the Company stating that he was permanently transferred from his base location in Oklahoma City, Oklahoma to Aurora, Illinois.

263. At the time he received this notice, the Company designated Mahaffey as a SCST and in skill grouping "Cellular."

264. For years prior to his permanent transfer notification, Mahaffey performed work in current skill groups including, but not limited to, "Wireless" and "Cellular".

265. Mahaffey worked previously in Aurora, Illinois on a temporary transfer and spent the bulk of his time working in Chicago, Illinois. Based on his prior experience in the Aurora base location, Mahaffey determined that there were no longer adequate employment opportunities for him with Lucent and he retired.

266. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Mahaffey's base location in Oklahoma City who had less years of service and were younger worked a substantial number of hours in the same work codes Mahaffey worked in before the Company requested that he permanently transfer to another base location.

267. For years prior to his termination, Mahaffey's IRW established that he worked extensively in non-obsolete skill level work codes including, but not limited to, 321, 421, 422, 435, 436, 454, 459, 460, 504, 505, 507, 474, 475, 462, 493, 495, 515, 516, 517, and 519.

268. Based on information supplied to the EEOC by the Company and relevant

other records, the reasons articulated by the Company for selecting Mahaffey for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

269. As the direct and proximate result of this discriminatory employment practice, Mahaffey has and will continue to experience substantial economic losses arising out of his termination of employment.

V. STATEMENT OF FACTS REGARDING ROBERT MLADENKA

270. Robert Mladenka ("Mladenka"), born on February 17, 1947, joined the predecessor of Lucent as an Installer in October, 1969, and worked in that capacity at the Houston, Texas base location until his involuntary occurring on April 23, 2003.

271. In March, 2003, Mladenka received a notice from the Company stating that he was permanently transferred from his base location in Houston to Louisville, Kentucky.

272. At the time he received this notice, the Company designated Mladenka as a CST and in skill grouping "No Match". This designation meant that Mladenka's skill grouping which was established years before 2003 and did not "Match" any of the current skill groupings.

273. Prior to 2003, Mladenka performed work in the current skill groupings

including, but not limited to, "Wireless" and "Power."

274. Mladenka travelled to Louisville and questioned management at the site where he was to be transferred regarding the nature and amount of available work. Mladenka was informed by Lucent management in Louisville that there was no open position for him.

275. Based on the information provided by Lucent management located in Louisville, Mladenka determined that there was no longer adequate employment opportunities for him with Lucent and he retired.

276. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Mladenka's base location in Houston, Texas who had less years of service and were younger worked a substantial number of hours in the same work codes Mladenka worked in before the Company requested that he permanently transfer to another base location.

277. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Mladenka for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

278. As the direct and proximate result of this discriminatory employment

practice, Mladenka has and will continue to experience substantial economic losses arising out of his termination of employment.

W. STATEMENT OF FACTS REGARDING GARY NASH

279. Gary Nash ("Nash"), born on September 17, 1942, joined the predecessor of Lucent as an Installer in June, 1964 and worked in that capacity at the Detroit base location until his involuntary retirement occurring in July, 2002.

280. In June, 2002 Nash received a notice from the Company stating that he was permanently transferred from his base location in Syracuse, New York to Bronx, New York.

281. At the time he received this notice, the Company designated Nash as an SCST and in skill grouping "Power."

282. For years prior to his permanent transfer, Nash performed work in current skill groupings, including, but not limited to, "Power," "ESS," and "Transmission."

283. Nash could not accept the permanent transfer to the Bronx due to family hardship and he retired.

284. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Nash's base location in Syracuse who had less years of service and were younger worked a substantial number of hours in the same work codes as Nash worked in before the Company requested that he permanently transfer to another base location.

285. For years prior to his termination, Nash's IRW established that he worked extensively in non-obsolete skill level work codes including, but not limited to, 321, 426, 427, 436, 438, 454, 459, 460, 505, 507, 525, 449, 472, 473, 495, 505, 512, and 519.

286. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Nash for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

287. As the direct and proximate result of this discriminatory employment practice, Nash has and will continue to experience substantial economic losses arising out of his termination of employment.

X. STATEMENT OF FACTS REGARDING JAMES NEALIS

288. James Nealis ("Nealis"), born on May 21, 1948, joined the predecessor of Lucent as an Installer in April, 1969 and worked in that capacity until his premature retirement occurring in May, 2005.

289. In March, 2004 Nealis received a notice from the Company stating that he was permanently transferred from his base location in New York to Framingham.

290. At the time he received this notice, the Company designated Nealis an SCST and in current skill grouping "Power."

291. For years prior to his permanent transfer, Nealis performed work in current skill groupings, including, but not limited to "Power." Nealis performed work including, but not limited to, installation, analysis, planning and on site supervision of installation

crews.

292. Nealis accepted the permanent transfer to Framingham.

293. In Framingham, much of the work being performed was in the "Cellular" skill grouping. While in Framingham, Nealis was transferred to a "Cellular" group and performed work as a "helper," performing low skill level tasks.

294. Nealis worked from the Framingham base for approximately one year, commuting between Framingham and New York on a weekly basis. In May 2005, Nealis was offered a buyout and accepted. Nealis retired, having determined that there were no longer adequate employment opportunities for him with Lucent.

295. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Nealis' base location in New York who had less years of service and were younger worked a substantial number of hours in the same work codes Nealis worked in before the Company requested that he permanently transfer to another base location.

296. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Nealis for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

297. As the direct and proximate result of this discriminatory employment practice, Nealis has and will continue to experience substantial economic losses arising out of his termination of employment, including consequential damages, lodging, travel, meals and other expenses associated with his commuting.

298. Nealis also experienced economic losses because the unlawful permanent transfer caused him to retire sooner than he would have had he been allowed to finish his career at his original base location.

Y. STATEMENT OF FACTS REGARDING HUGO PEMINTEL

299. Hugo PeminTEL ("PeminTEL"), born on April 1, 1946, joined the predecessor of Lucent as an Installer in March, 1970, and worked in that capacity at the San Francisco/Santa Rosa, California base location until his involuntary retirement occurring on May 3, 2004.

300. In May, 2004, PeminTEL received a notice from the Company stating that he was permanently transferred from his base location in Santa Rosa to Dallas, Texas.

301. At the time he received this notice, the Company designated PeminTEL as a SCST and in skill grouping "Wireless/Data".

302. For years prior to 2003, PeminTEL spent the majority of his time working in the current skill groupings including, but not limited to, "Wireless".

303. PeminTEL travelled to the Dallas base location and questioned Lucent manager Jim Ogle ("Ogle") regarding the nature and amount available work. PeminTEL was informed by Ogle that there was no work available at that site and PeminTEL would be sent on temporary transfers to Kansas and Oklahoma if he accepted the transfer.

304. Based on the information provided by Lucent management located in

Dallas, Texas. Pemintel determined that there were no longer adequate employment opportunities for him with Lucent and he retired.

305. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Pemintel's base location in San Francisco who had less years of service and were younger worked a substantial number of hours in the same work codes Pemintel worked in before the Company requested that he permanently transfer to another base location.

306. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Pemintel for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

307. As the direct and proximate result of this discriminatory employment practice, Pemintel has and will continue to experience substantial economic losses arising out of his termination of employment.

Z. STATEMENT OF FACTS REGARDING DALE PETERSON

308. Dale Peterson ("Peterson"), born on July 16, 1936, joined the predecessor of Lucent as an Installer in November, 1998, and worked in that capacity at the Tucson, Arizona base location until his involuntary retirement occurring in April,

2003.

309. In March, 2003, Peterson received a notice from the Company stating that he was permanently transferred from his base location in Tucson to Minneapolis, Minnesota.

310. At the time he received this notice, the Company designated Peterson as a CST and in skill grouping "Declining Systems-Electronic". This designation meant that Peterson's skill grouping was established years before and the technology was no longer widely installed.

311. For years prior to 2003, Peterson worked in current skill groupings, including, but not limited to, "Transmission" performing DSL installation, data equipment installation and testing, and some transcontinental testing.

312. Peterson questioned management at the site where he was to be transferred regarding the nature and amount available work. Peterson was informed by Lucent management in Minneapolis that there was no work available at the base location.

313. Based on the information provided by Lucent management located in Minneapolis, Peterson determined that there was no longer adequate employment opportunities for him with Lucent and he retired.

314. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Peterson's base location in Tucson, Arizona who had less years of service and were younger worked a substantial number of hours in the same work codes Peterson worked in before the Company requested that he permanently transfer to another base location.

315. For the years prior to his retirement, Peterson performed work in current skill groupings, including, but not limited to, 321, 410, 421, 435, 459, 460, 494, and 507.

316. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Peterson for the permanent transfer are not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, has engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

317. As the direct and proximate result of this discriminatory employment practice, Peterson has and will continue to experience substantial economic losses arising out of his termination of employment.

AA. STATEMENT OF FACTS REGARDING ROBERT POLTENOVAGE

318. Robert Poltenovage, born on June 6, 1945, joined the predecessor of Lucent as an Installer in July, 1963 and worked in that capacity at the New York, New York base location until his involuntary retirement occurring in April, 2004.

319. In December 2003, Poltenovage received a notice from the Company stating that he was permanently transferred to Jackson, Mississippi.

320. Poltenovage questioned management at the site in Jackson where he was to be transferred regarding the nature and amount available work. Poltenovage was informed by Lucent manager, Mike Harrington, that there was not adequate work in

Jackson and that Poltenovage should expect to be on working in a different location every day.

321. Based on the information provided by Lucent management located in Jackson, Poltenovage determined he would not have adequate work in Jackson.

322. Poltenovage was contacted by Union C.W.A.Local 1190 President Sal Sanserverino, who wished to retire and was allowed to trade this transfer with Sanservervino. Poltenovage remained at his base location in New York.

323. In March, 2004 Poltenovage received another notice from the Company stating that he was permanently transferred from his base location in New York to Framingham, Massachusetts.

324. At the time he received this notice, the Company designated Poltenovage as an SCST and in skill grouping "Declining Systems-Non Electric." This designation meant that Poltenovage's skill grouping which was established years before, was associated with technology that was no longer widely utilized.

325. For years prior to his permanent transfer, Poltenovage performed work in current skill groupings, including, but not limited to, "Transmission," "ESS," and "Power."

326. Poltenovage travelled to Framingham and questioned management and Installers from New York who had recently transferred to the site where he was to be transferred regarding the nature and amount available work. Poltenovage was informed that he would be working throughout Massachusetts, Vermont and New Hampshire if he accepted the permanent transfer to Framingham. From these discussions, Poltenovage determined that there was not adequate work available in Framingham.

327. During his trip to Framingham, Poltenovage also investigated the cost of

lodging in the area. Poltenov age determined that the cost of lodging in th e area was beyond what he could afford.

328. Based on the information provided by Lucent management and Installers located in Framingham and financial considerations, Poltenovage determined that there were no longer adequate employment opportunities for him with Lucent and he retired.

329. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Poltenovage's base location in New York who had less years of servic e and wer e younger worked a substantial number of hours in the same work codes Poltenovage worked in before the Company requested that he permanently transfer to another base location.

330. For years prior to his termination, Poltenovage's IRW established that he worked extensively in non-obsolete skill level work codes including, but not limited t o, 321, 421, 424, 435, 454, 459, 460, 505, 467, 468, 473, 475, 484, 517, and 519.

331. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Poltenovage for the permanent transfer were not valid and c onstitute a pretext fo r age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was inadequate work for him in the location he was to be transferred to, the Co mpany did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of tar geting older I nstallers by offering them unr easonable transfers under similar circumstances.

332. As the dir ect and proximate result of this discrimin atory employment

practice, Poltenovage has and will continue to experience substantial economic losses arising out of his termination of employment.

BB. STATEMENT OF FACTS REGARDING MICHAEL PRESBY

333. Michael Presby ("Presby"), born on April 22, 1945, joined the predecessor of Lucent as an Installer in December, 1964, and worked in that capacity at the Detroit, Michigan base location until his involuntary retirement occurring on April, 2003.

334. In March, 2003, Presby received a notice from the Company, stating that he was permanently transferred from his base location in Detroit to Milwaukee, Wisconsin.

335. At the time he received this notice, the Company designated Presby as a CST and in skill grouping "No-Match." This designation meant that Presby's skill grouping which was established years before, did not "Match" any of the current skill groupings.

336. For years prior to 2003, Presby worked in various current skill groupings including, but not limited to, "Transmission" and "All Operations" as needed to complete his work assignments.

337. Presby learned a coworker, who was recently transferred to Detroit from Milwaukee wished to return to Wisconsin. Presby requested a trade, but his request was denied by Lucent management.

338. Presby declined the transfer due to family obligations.

339. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Presby's base location in Detroit, Michigan who had less years of service and were younger worked a substantial

number of hours in the same work codes Presby worked in before the Company requested that he permanently transfer to another base location.

340. For years prior to his termination, Presby's IRW established that he worked extensively in non-obsolete skill level work codes including, but not limited to, 321, 421, 427, 454, 459, 460, 505, 507, 439, 457, 468, 469, 472, 473, and 517.

341. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Presby for the permanent transfer are not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

342. As the direct and proximate result of this discriminatory employment practice, Presby has and will continue to experience substantial economic losses arising out of his termination of employment.

CC. STATEMENT OF FACTS REGARDING JAMES RILEY

343. James Riley ("Riley"), born on November 19, 1946, joined the predecessor of Lucent as an Installer in July, 1972 and worked in that capacity at the Ft. Lauderdale, Florida base location until his involuntary retirement occurring in August, 2004.

344. In July, 2004 Riley received a notice from the Company stating that he

was permanently transferred from his base location in Ft. Lauderdale to Greenwood, Mississippi.

345. At the time he received this notice, the Company designated Riley as a CST and in skill grouping "Declining Systems-Electronic." This designation meant that Riley's skill grouping which was established years before was associated with aging systems.

346. For the years prior to 2004, Riley performed work including, but not limited to, installations, testing, turn over and computer work related to switching systems.

347. Riley heard from other Installers at Lucent that there was no work available in Greenwood.

348. Based on the information provided by Lucent Installers, his own research into the Greenwood area, and family obligations Riley determined that there were no longer adequate employment opportunities for him with Lucent and he retired.

349. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Riley's base location in Ft. Lauderdale who had less years of service and were younger worked a substantial number of hours in the same work codes Riley worked in before the Company requested that he permanently transfer to another base location.

350. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Riley for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the

location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

351. As the direct and proximate result of this discriminatory employment practice, Riley has and will continue to experience substantial economic losses arising out of his termination of employment.

DD. STATEMENT OF FACTS REGARDING RONALD SADLIK

352. Ronald Sadlik ("Sadlik"), born on July 6, 1950, joined the predecessor of Lucent as an Installer in June, 1970, and worked in that capacity at the Cleveland, Ohio base location until his involuntary retirement occurring on December 4, 2003.

353. In December, 2003, Sadlik received a notice from the Company stating that he was permanently transferred from his base location in Cleveland to Jackson, Mississippi.

354. At the time he received this notice, the Company designated Sadlik as a SCST in skill grouping "Transmission".

355. For years prior to 2003, Sadlik performed work installing, testing and transitioning to the phone company, newer fiber-optic equipment.

356. Sadlik could not accept the permanent transfer to Jackson due to family considerations.

357. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Sadlik's base location in Cleveland who had less years of service and were younger worked a substantial

number of hours in the same work code as Sadlik worked in before the Company requested that he permanently transfer to another base location.

358. Prior to his termination, Sadlik's IRW established that he worked extensively in non-obsolete skill level work codes including, but not limited to, 321, 410, 424, 426, 426, 427, 435, 436, 459, 460, 468, 471, 481, 482, 484, 505, 519, and 521.

359. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Sadlik for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

360. As the direct and proximate result of this discriminatory employment practice, Sadlik has and will continue to experience substantial economic losses arising out of his termination of employment.

EE. STATEMENT OF FACTS REGARDING RICHARD SCHWARTZ

361. Richard Schwartz, ("Schwartz"), born on August 16, 1944, joined the predecessor of Lucent as an Installer in Detroit, Michigan and worked in that capacity at the Detroit, Michigan base location until his involuntary retirement occurring in April, 2003.

362. In March, 2003, Schwartz received a notice from the Company, stating

that he was permanently transferred from his base location in Detroit to Jackson, Mississippi.

363. At the time he received this notice, the Company designated Schwartz as a CST and in skill grouping "No-Match." This designation meant that Schwartz's skill grouping which was established years before, did not "Match" any of the current skill groupings.

364. For years prior to 2003, Schwartz performed work in current skill groupings including, but not limited to, "Wireless."

365. Schwartz travelled to Mississippi, and questioned management at the site where he was to be transferred by telephone regarding the nature and amount available work. Schwartz was informed by Lucent management in Jackson that there was no work for him at the base location.

366. Based on the information provided by Lucent management located in Jackson, Schwartz determined that there was no longer any adequate employment opportunities for him with Lucent and he retired.

367. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Schwartz's base location in Detroit who had less years of service and were younger worked a substantial number of hours in the same work codes Schwartz worked in before the Company requested that he permanently transfer to another base location.

368. Prior to his termination, Schwartz's IRW established that he worked extensively in non-obsolete skill level work codes including, but not limited to, 321, 435, 436, 454, 459, 460, 473, 474, 475, 495, 508, 515, and 519.

369. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Schwartz for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

370. As the direct and proximate result of this discriminatory employment practice, Schwartz has and will continue to experience substantial economic losses arising out of his termination of employment.

FF. STATEMENT OF FACTS REGARDING LAWRENCE SMITH

371. Lawrence Smith ("Smith"), born on June 21, 1944, joined the predecessor of Lucent as an Installer in June, 1968, and worked in that capacity until his premature retirement occurring on March 6, 2004.

372. In December, 2003, Smith received a notice from the Company stating that he was permanently transferred from his base location in New York to Jackson, Tennessee.

373. At the time he received this notice, the Company designated Smith as a CST and in skill grouping "Declining Systems." This designation meant that Smith's skill grouping, which was established years before, was awarded in technology that is no longer current.

374. For years prior to his retirement, Smith worked installing frames and cabling in current skill grouping "5ESS."

375. Smith travelled to Jackson, Tennessee to investigate the area.

376. Smith accepted the transfer to Jackson, Tennessee.

377. When Smith reported for work at the Jackson base location, Lucent supervisor Bo McDaniels immediately informed Smith that a buyout was available.

378. Smith worked from the Jackson base location for approximately one month, but ultimately determined that there were no longer adequate employment opportunities for him with Lucent and he retired.

379. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Smith base location in New York, New York who had less years of service and were younger worked a substantial number of hours in the same work codes Smith worked in before the Company requested that he permanently transfer to another base location.

380. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Smith for the permanent transfer are not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

381. As the direct and proximate result of this discriminatory employment practice, Smith has and will continue to experience substantial economic losses arising out of his permanent transfer and termination of employment, including substantial out of pocket losses in the nature of travel, lodging, and meal expenses and consequential damages related to the requirement that he work in multiple distant locations from December 2003 until his retirement.

382. Smith also experienced economic losses because the unlawful permanent transfer caused him to retire sooner than he would have had he been allowed to finish his career at his original base location.

GG. STATEMENT OF FACTS REGARDING LEO STONEY, JR.

383. Leo Stoney, Jr. ("Stoney"), born on October 21, 1942, joined the predecessor of Lucent as an Installer in March, 1969 and worked in that capacity at the Gainesville, Florida base location until his involuntary retirement occurring in May, 2004.

384. In April, 2004 Stoney received a notice from the Company stating that he was permanently transferred from his base location in Gainesville to Toledo, Ohio.

385. At the time he received this notice, the Company designated Stoney as a SCST and in skill grouping "Transmission".

386. For years prior to his permanent transfer notification, Stoney performed work in current skill groupings including, but not limited to, "5ESS," "Transmission," and "Power."

387. Stoney travelled to Toledo to investigate the location. Stoney called the Toledo base location and questioned management at the site where he was to be transferred regarding the nature and amount available work. Stoney was informed by

Lucent management in Toledo that there was either no or inadequate work for him at the new base location. The supervisor Stoney spoke with was unaware he was being transferred new Installers.

388. Based on the information provided by Lucent management located in Toledo, Ohio Stoney determined that there was no longer adequate employment opportunities for him with Lucent and he retired.

389. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Stoney's base location in Gainesville who had less years of service and were younger worked a substantial number of hours in the same work codes Stoney worked in before the Company requested that he permanently transfer to another base location.

390. For years prior to his termination, Stoney's IRW established that he worked extensively in non-obsolete skill level work codes including, but not limited to, 321, 422, 424, 425, 426, 427, 436, 460, 448, 449, 454, 459, 467, 471, 472, 473, 474, 492, 493, 494, 505, 512, 517, and 519.

391. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Stoney for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them

unreasonable transfers under similar circumstances.

392. As the direct and proximate result of this discriminatory employment practice, Stoney has and will continue to experience substantial economic losses arising out of his termination of employment.

HH. STATEMENT OF FACTS REGARDING W.T. RUTH

393. W.T. Ruth ("Ruth"), born on May 4, 1947, joined the predecessor of Lucent as an Installer in October, 1969 and worked in that capacity at the Houston, Texas base location until his involuntary retirement occurring in April, 2003.

394. In March, 2003, Ruth received a notice from the Company stating that he was permanently transferred from his base location in Houston to Louisville, Kentucky.

395. At the time he received this notice, the Company designated Ruth as a CST and in skill grouping "Power."

396. For years prior to 2003, Ruth performed work in current skill grouping "Power," and various current skill groupings as required to complete his work assignments.

397. Ruth contacted the Louisville base and questioned an Installer stationed at the site where he was to be transferred regarding the nature and amount available work. Ruth was informed by this Installer in Louisville that there was no work at the base location and Ruth would be sent on Temporary Transfers if he accepted the permanent transfer.

398. Based on the information provided by Lucent personnel located in Louisville, Ruth determined that there was no longer adequate employment opportunities for him with Lucent and he retired.

399. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Ruth's base location in Houston who had less years of service and were younger worked a substantial number of hours in the same work codes Ruth worked in before the Company requested that he permanently transfer to another base location.

400. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Ruth for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

401. As the direct and proximate result of this discriminatory employment practice, Ruth has and will continue to experience substantial economic losses arising out of his termination of employment.

II. STATEMENT OF FACTS REGARDING FRANCIS TEDESCHI

402. Francis Tedeschi ("Tedeschi"), born on March 20, 1946, joined the predecessor of Lucent as an Installer in June, 1967 and worked in that until his premature retirement occurring in January, 2005.

403. In June, 2003 Tedeschi received a notice from the Company stating that he was permanently transferred from his base location in New York to Framingham,

Massachusetts.

404. At the time he received this notice, the Company designated Tedeschi as an SCST and in skill grouping "Transport."

405. For years prior to his permanent transfer, client performed work in current skill groupings, including, but not limited to "Transmission," "Power," "Wireless," and "ESS."

406. Tedeschi was not yet eligible to retire at the time of his permanent transfer and accepted the permanent transfer to Framingham and worked from the base location from approximately August, 2003 to January, 2005.

407. While in Framingham, Tedeschi performed "tear out," "Power" and other work below his skill level.

408. Tedeschi accepted a buyout from Lucent in January, 2005.

409. Tedeschi rented an apartment near Framingham and maintained his home in Lake Grove, New York.

410. Based on information supplied to the EEOC by the Company and relevant other records, after his separation of employment, the Installers in Tedeschi's base location in New York who had less years of service and were younger worked a substantial number of hours in the same work codes Tedeschi worked in before the Company requested that he permanently transfer to another base location.

411. For years prior to his termination, Tedeschi's IRW established that he worked extensively in non-obsolete skill level work codes including, but not limited to, 321, 421, 422, 424, 427, 435, 438, 454, 459, 460, 505, 507, 473, 514, and 519.

412. Based on information supplied to the EEOC by the Company and relevant

other records, the reasons articulated by the Company for selecting Tedeschi for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there inadequate work for him at his skill level in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, has engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

413. As the direct and proximate result of this discriminatory employment practice, Tedeschi has and will continue to experience substantial economic losses arising out of his termination of employment including, consequential damages, lodging, travel, tolls, meals and other expenses associated with his commuting.

414. Tedeschi also experienced economic losses because the unlawful permanent transfer caused him to retire sooner than he would have had he been allowed to finish his career at his original base location.

JJ. STATEMENT OF FACTS REGARDING RICHARD TURNER

415. Richard Turner ("Turner"), born on July 14, 1941, joined the predecessor of Lucent as an Installer in February, 1965, and worked in that capacity until his involuntary retirement occurring on January 22, 2005.

416. In October of 2003, Turner received a notice from the Company stating that he was permanently transferred from his base location in Los Angeles, California to Atlanta, Georgia.

417. Turner accepted the permanent transfer to Atlanta.

418. In October of 2004, Turner received a notice from the Company stating that he was permanently transferred from his base location in Atlanta to Newark, New Jersey.

419. At the time he received this notice, the Company designated Turner as a SCST and in skill grouping "Power."

420. For years prior to his permanent transfer, Turner worked primarily in current skill groupings, "Wireless," "Transmission," and "Power."

421. Work was available for Turner in Atlanta. Turner's OAM (Operations Area Manager) requested that Turner submit a request to remain in Atlanta. Turner did so, but never received a response.

422. Turner was recovering from a medical procedure and was unable to travel to Newark immediately. Because of his medical situation, Turner was given additional time to decide whether he would accept the transfer.

423. Turner was unable to accept the permanent transfer to Newark and accepted a buyout offered in January, 2005, retiring due to family obligations and financial considerations relating to his recent purchase of a home in Atlanta and the increased cost of living in Newark.

424. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Turner's base location in Atlanta, Georgia who had less years of service and were younger worked a substantial number of hours in the same work codes Turner worked in before the Company requested that he permanently transfer to another base location.

425. Based on information supplied to the EEOC by the Company and relevant

other records, the reasons articulated by the Company for selecting Turner for the permanent transfer are not valid and constitute a pretext for age discrimination primarily because his skills were still needed in his base location, he could perform the available work at his base location, there was no or inadequate work for him in the location he was to be transferred to, the Company did not offer to transfer anyone else to the same location after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

426. As the direct and proximate result of this discriminatory employment practice, Turner has and will continue to experience substantial economic losses arising out of his termination of employment.

KK. STATEMENT OF FACTS REGARDING E. DON WOODFORD

427. E. Don Woodford ("Woodford"), born on December 24, 1942, joined the predecessor of Lucent as an Installer in June, 1968 until August, 1984 and again from 1997 to August, 2004, and working in that capacity at the Little Rock, Arkansas base location until approximately March, 2003. Woodford worked from the Topeka, Kansas base location from approximately March 2003 until his involuntary retirement occurring in August, 2004.

428. In March, 2003 Woodford received a notice from the Company stating that he was permanently transferred from his base location in Little Rock, Arkansas to Topeka, Kansas.

429. Woodford accepted the permanent transfer to Topeka.

430. There was not adequate work in Topeka and Woodford spent most of his

time on Temporary Transfers in other states, including, but not limited to, Arkansas and Oklahoma.

431. At the time he received this notice, the Company designated Woodford as a CST, and in skill grouping "Wireless."

432. For years prior to 2003, Woodford performed work in current skill groupings including, but not limited to, "Power" and "Wireless" and other current skill groupings as needed to complete his work assignments.

433. For years prior to 2003 Woodford worked extensively in non-obsolete skill level work codes including, but not limited to, 321, 459, 515, and 519

434. In July or August, 2004, Woodford received a notice from the Company stating that he was permanently transferred from his base location in Topeka to Aurora, Illinois.

435. Woodford questioned Installers at the Aurora site where he was to be transferred regarding the nature and amount of available work. Woodward was informed by the Installers in Aurora that there was not adequate work at the base location.

436. Based on the information provided by Lucent Installers located in Aurora, Woodford determined that there were no longer adequate employment opportunities for him with Lucent, he accepted a buyout and he retired.

437. Based on information supplied to the EEOC by the Company and relevant other records, after his forced retirement, the Installers in Woodford's base location in Little Rock, Arkansas who had less years of service and were younger worked a substantial number of hours in the same work codes worked in before the Company requested that he permanently transfer to another base location.

438. Based on information supplied to the EEOC by the Company and relevant other records, the reasons articulated by the Company for selecting Woodford for the permanent transfer were not valid and constitute a pretext for age discrimination primarily because his skills were still needed in the Little Rock base location and in the area serviced by the Topeka base location, he could perform the available work at those base locations, there was inadequate work for him in the both the Topeka and Aurora locations he was to be transferred to, the Company did not offer to transfer anyone else to the same locations after he declined the transfer and the Company, from 2002 to 2004, engaged in a nationwide pattern of targeting older Installers by offering them unreasonable transfers under similar circumstances.

439. As the direct and proximate result of this discriminatory employment practice, Woodford has and will continue to experience substantial economic losses arising out of his termination of employment.

VI.

STATEMENT OF CLAIM – DISPARATE TREATMENT

440. Plaintiffs incorporate the above allegations as though stated in full herein.

441. The Company was under the statutory obligation to refrain from discriminating against Plaintiffs in connection with all employment decisions because of their age.

442. In violation of this duty, the Company engaged in a plan to discriminate against its older Installers by permanently transferring them or threatening to do so knowing that there was insufficient work available at the locations or that for personal reasons the older Installers would decline the transfers and retire.

443. Plaintiffs have experienced all the damages as alleged above.

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

VII.

STATEMENT OF CLAIM – DISPARATE IMPACT

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

446. 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.

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

448. As a result of the above-unlawful disparate impact, Plaintiffs and other similarly-situated Installers suffered the damages described above.

VIII.

REQUEST FOR RELIEF

Plaintiffs request the following relief from the Court for themselves and all similarly situated installers:

- a. A declaratory judgment that the Company has willfully violated the ADEA rights of Plaintiffs and all similarly situated Installers;
- b. A mandatory injunction enjoining Lucent from continuing to violate the ADEA;
- c. A court order that Plaintiffs should be reinstated to their former

positions or suitable comparable positions with a full reinstatement of rights and benefits;

- d. Compensatory and consequential damages for all of Plaintiffs' 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

By:/s/ Beth M. Rivers (P33614)
Michael L. Pitt (P22469)
Beth M. Rivers (P33614)
Attorneys for Plaintiff
117 W. Fourth Street, Suite 200
Royal Oak, MI 48067
248-398-9800 [Tel.]
brivers@pittlawpc.com
mpitt@pittlawpc.com

Dated: March 16, 2010

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

WILLIAM C. DALLAS, Ronald Battle, Johnny Beasley,
Frank Carigliano, Paul Carlson, Kim Clark, Nicholas
Congimi, Raymond Connolly, Geoffrey Corbin,
Lawrence Davis, Duane Davison, Calixto Fonseca,
Frank Fox, Edward Haeussler, Rudolph Hopkins,
Ronald Johnson, Gerald Kephart, John Koenig, John
Korz, Gordon Ludwig, James Mahaffey, Robert
Mladenka, Gary Nash, James Nealis, Hugo Pemintel,
Dale Peterson, Robert Pohlenovage, Michael Presby,
James Riley, Ronald Sadlik, Richard Schwartz,
Lawrence Smith, Leo Stoney, Jr., W.T. Ruth, Francis
Tedeschi, Richard Turner, E. Don Woodford,
individually, and on behalf of all similarly-situated
persons,

Plaintiffs,

Hon.

Bernard Friedman

v.

ALCATEL-LUCENT **USA** INC., a corporation,
Defendant.

Case No. 09-14596

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

By:/s/ Beth M. Rivers (P33614)
Michael L. Pitt (P22469)
Beth M. Rivers (P33614)
Attorneys for Plaintiff
117 W. Fourth Street, Suite 200
Royal Oak, MI 48067
248-398-9800 [Tel.]
brivers@pittlawpc.com
mpitt@pittlawpc.com

Dated: March 16, 2010