

SETTLEMENT AND RELEASE OF ALL CLAIMS AGREEMENT

SUBJECT TO COURT APPROVAL

This Settlement Agreement (the "Agreement") is made and entered into by and between the California Department of Fair Employment and Housing ("DFEH" or the "Department"), Alma Aranda, Ofelia Cabana Fanol, Heather Dowl-Lee, Veronica Barcelo, Erica Diaz, Kimberly Gonzalez, Cynthia Martinez, Tanya Dennis and Katrina Grant (the "CFRA Class Representatives") on their own behalf and on behalf of all persons who do not opt out of a class to be certified for settlement purposes only as provided in this Agreement, and Respondents Verizon Services Corporation and Verizon California, Inc., on their own behalf and on behalf of the "Verizon Affiliates," which are identified in the footnote below¹ (collectively, "Verizon").

RECITALS

1. On or about February 3, 2009, the Department filed with the Fair Employment and Housing Commission ("FEHC") a consolidated Notice of Class Action Complaint and Director's Complaint entitled *In the matter of the Complaint of the Department of Fair Employment and Housing vs. Verizon Services Corporation, a Delaware Corporation, dba Verizon California, Inc.*, Case Nos. E200708-R-2259-00-f, E200809-H-0034-00-f, E200708-S-0131-00-fpe, and E200809-H-0350-00-f (the "CFRA Director's Complaint"). The Department generally alleged in the CFRA Director's Complaint that Verizon engaged in unlawful employment practices in violation of the California Family Rights Act, Cal. Gov't Code §§ 12945.1 *et seq.* ("CFRA") with respect to the class of all current and former Verizon employees who applied to take CFRA-protected leaves of absence from June 18, 2007 through the conclusion of the Department's investigation.

2. The Department thereafter propounded discovery and conducted an extensive review of Verizon policies, practices and procedures with respect to CFRA leaves of absence, the interactive process and the reasonable accommodation process. In addition, the Department conducted an extensive review of Verizon attendance records, leave of absence records and discipline files; interviewed numerous current and former Verizon employees; and took all other steps necessary to evaluate the facts and claims asserted in the CFRA Director's Complaint pursuant to section 12963 of the Fair Employment and Housing Act, Cal. Gov't Code §§ 12900, *et seq.* ("FEHA").

3. Counsel for Verizon has also conducted formal and informal investigation into the facts underlying the CFRA Director's Complaint, including an extensive review of Verizon documents and interviews with Verizon employees.

4. After completing its factual investigation, the Department concluded over Verizon's objection that it could prosecute the CFRA Director's Complaint on a class-wide basis,

¹ The Verizon Affiliates include IDEARC Media Sales West Inc., Verizon Corporate Resources Group LLC, Verizon Corporate Services Corp., Verizon Corporate Services Group Inc., Verizon Credit Inc., Verizon Data Services Inc., Verizon Data Services LLC, Verizon Enterprise Delivery LLC, Verizon Logistics, Verizon North Inc., Verizon Services Operations Inc., Verizon Services Organization Inc., Verizon Southwest, Verizon West Coast Inc., Contel of New York, Verizon North Retainco Co. and Verizon Online LLC.

that common questions of law and fact predominated, that class action procedures were superior to alternate means for a fair and efficient adjudication of the claims asserted in the CFRA Director's Complaint, and that the Class Representatives could fairly and adequately represent the interests of a proposed class of all current and former Verizon employees who applied to take CFRA-protected leaves of absence.

5. Thereafter the DFEH initiated confidential conciliation negotiations with Verizon. On or about June 14, 2010, the DFEH and Verizon agreed to the principal terms of a settlement of the claims alleged in the CFRA Director's Complaint. To effectuate this settlement, the DFEH filed with the Los Angeles Superior Court a Class Action Complaint for Damages and Injunctive Relief for Employment Discrimination, Case No. BC444066 (the "CFRA Action").

6. As a result of ongoing conciliation negotiations, Verizon and the DFEH agreed to settle on a classwide basis any and all claims occurring from June 18, 2007 through [*the date upon which the Los Angeles Superior Court preliminarily approves settlement of the CFRA Action*] (the "Class Period") alleged in, arising from or relating to the CFRA Action. Verizon and the DFEH further negotiated a maximum settlement amount from which claims of class members in the CFRA Action could be paid.

7. The DFEH, CFRA Class Representatives and Verizon (collectively referred to as the "Parties" and each sometimes individually referred to as a "Party") independently concluded that the settlement documented in this Agreement is fair, reasonable and adequate to all concerned. In particular, the DFEH and the CFRA Class Representatives believe that the claims asserted in the CFRA Action have merit. However, after frankly assessing the strengths and weaknesses of the their respective claims, as well as Verizon's substantial defenses in fact and law, the risk of trial, and the difficulties, delays, expense and time associated with trial, the DFEH and CFRA Class Representatives are of the opinion that the settlement documented by this Agreement is fair, reasonable, and adequate, and in their respective best interests, in light of all known facts and circumstances. Similarly, Verizon and its counsel believe that the claims asserted in the CFRA Action lack merit. Verizon denies, and continues to deny each and all of the claims and contentions alleged in the CFRA Action, further denies that any of the putative class members in the CFRA Action have been injured in any amount or at all, and further claims that the CFRA Action is not suitable for class treatment. However, Verizon has concluded that it is desirable to settle any and all claims arising from or related to the CFRA Action on the terms provided in this Agreement to avoid additional expense, inconvenience and distraction.

8. The Parties acknowledge and agree that enforceability of this Agreement shall be contingent upon the preliminary and final approval of each and every term of this Agreement without modification by the Los Angeles Superior Court, and only after the Judgment identified in Section 8 below becomes Final, as that term is defined in this Agreement, without modification.

NOW, THEREFORE, in consideration of the recitals outlined above, and the mutual promises contained in this Agreement, the Parties hereby agree as follows:

A G R E E M E N T

1. Recitals

All of the recitals referenced above are incorporated by reference into the terms and conditions of this Agreement.

2. Provisional Approval Of The Terms Of This Agreement.

a. Within ten (10) days of execution of this Agreement by all Parties, the DFEH, the CFRA Class Representatives and Verizon shall submit a copy of this Agreement to the Los Angeles Superior Court and shall move the Court to enter an Order in the CFRA Action as to all of the following:

- i. Preliminarily certifying for settlement purposes only a class of individuals in the CFRA Action that shall include “all current and former Verizon employees who applied to take CFRA-protected leaves of absence from June 18, 2007 [*the date upon which the Los Angeles Superior Court preliminarily approves settlement of the CFRA Action*]” (the “CFRA Class”). For purposes of this Agreement, members of the CFRA Class are referred to as “CFRA Class Members”;
- ii. Appointing the CFRA Class Representatives as representatives of the CFRA Class;
- iii. Appointing the DFEH as counsel on behalf of the CFRA Class;
- iv. Appointing and approving Simpluris, Inc. as the claims administrator responsible for administering the notice and claims procedures required by this Agreement (“Claims Administrator”);
- v. Provisionally approving all terms of this Agreement; finding that the terms of this Agreement are fair and reasonable and in the best interests of the CFRA Class; appointing the DFEH to act as class counsel for purposes of settlement only; appointing the Class Representatives to act as representatives of the CFRA Class for purposes of settlement only; and finding that the terms of this Agreement are sufficient to warrant sending of notice to the members of the CFRA Class;
- vi. Approving the Notice of Class Action Settlement for the CFRA Action (“Notice of Class Action Settlement”), including the accompanying CFRA Class Claim And Release Form (“Claim Form”), and CFRA Class Opt-Out Form (“Opt-Out Form”), collectively attached to this Agreement as Exhibit “A”;

- vii. Authorizing the mailing of the Notice of Class Action Settlement and accompanying forms to the CFRA Class Members; and
- viii. Confirming that a hearing to fully and finally approve the reasonableness of the settlement of the CFRA Action, and to enter an order permanently enjoining all CFRA Class Members who have not timely opted out from this settlement from pursuing, or seeking to reopen, claims that are in any way related to those asserted in the CFRA Action, will be scheduled within a reasonable period of time after the claims procedures outlined in Sections 5 and 6 below have been fully completed (the “Final Settlement Approval Hearing”).

b. The settlement documented by this Agreement is contingent upon entry of an order by the Los Angeles Superior Court that contains each of the terms specified in this Section 2. This Agreement shall immediately become null and void in the event the Court for any reason does not enter such an Order.

3. Settlement Payment For The CFRA Action.

a. Upon execution of this Agreement by all Parties, and no earlier than 30 days after and no later than 60 days after the Judgment identified in Section 8 below becomes Final without modification, Verizon shall become obligated to make monetary settlement payments required by this Agreement. The Parties agree, covenant and represent that Verizon’s liability with respect to any and all payments of monetary claims pursuant to this Agreement shall be capped at \$6,011,190.00 (“Maximum Settlement Amount”), and that under no circumstances shall Verizon be obligated to make monetary payments that in any way exceed the Maximum Settlement Amount.

b. Verizon shall not be required to make any settlement payments from the Maximum Settlement Amount unless and until all of the following conditions have been fully satisfied:

- i. The Los Angeles Superior Court conducts the Final Settlement Approval Hearing, and fully and finally approves all terms of this Agreement without modification;
- ii. The Los Angeles Superior Court enters a Judgment that, among other things, permanently enjoins all CFRA Class Members who did not timely opt out from this settlement from pursuing or seeking to reopen claims that are in any way related to those asserted in the CFRA Action;
- iii. The Judgment becomes Final as that term is defined in this Agreement; and
- iv. All other conditions specified in this Agreement are fully satisfied.

4. Notice of Settlement.

a. No later than 30 days after execution of this Agreement by all Parties and the entry of an Order by the Los Angeles Superior Court that includes all of the provisions identified in Section 2 above, Verizon shall review its records and provide to the Claims Administrator a list reflecting the names and last known addresses of all CFRA Class Members.

b. Within 15 days after receiving this list of CFRA Class Members from Verizon, the Claims Administrator shall conduct a national change of address search and thereafter send the Notice of Class Action Settlement, Claim Form and Opt-Out Form to the appropriate address of each CFRA Class Member by first class mail. It shall be conclusively presumed that each and every CFRA Class Member whose Notice of Class Action Settlement is *not* returned to the Claims Administrator as undeliverable within 15 calendar days after mailing, actually received the Notice of Class Action Settlement.

c. The Claims Administrator shall promptly re-mail any Notice of Class Action Settlement returned by the post office with a forwarding address. It shall be conclusively presumed that those CFRA Class Members whose re-mailed Notice of Class Action Settlement is *not* returned to the Claims Administrator as undeliverable within 15 calendar days after re-mailing, actually received the Notice of Class Action Settlement. The Claims Administrator shall take reasonable and necessary steps to re-mail Notices of Settlement returned by the post office as undeliverable without a forwarding address.

d. At or before the Final Settlement Approval Hearing, the Claims Administrator shall provide a declaration to be filed with the Court that Notices of Class Action Settlement were mailed to all CFRA Class Members as required by this Agreement.

e. Costs of postage incurred by the Claims Administrator, including the costs incurred in mailing the Notice of Class Action Settlement to the CFRA Class Members, shall be paid from the Maximum Settlement Amount. All other costs of administration incurred by the Claims Administrator shall be borne by Verizon.

5. The Claims Procedure.

a. The Claims Administrator shall provide a Claim Form and an Opt-Out Form to CFRA Class Members with the Notice of Class Action Settlement.

b. CFRA Class Members shall not be entitled to receive a settlement payment under this Agreement unless they individually complete all of the following steps:

- i. Complete the Claim Form in its entirety;
- ii. Execute the Claim Form under penalty of perjury; and
- iii. Return the Claim Form so that it is postmarked or personally delivered to the Claims Administrator at the address listed in the Notice of Class Action Settlement on or before 5:00 p.m. on the "Claims Deadline" listed on the Claim Form. The Claims Deadline shall be scheduled by Verizon

and the DFEH so that it occurs no earlier than the 60th day from the date upon which the Claims Administrator first sends the Notice of Class Action Settlement and other forms required by this Agreement (the “Claims Deadline”).

c. A Claim Form mailed by a CFRA Class Member to the Claims Administrator must be sent via certified mail. A valid and completed Claim Form that is postmarked before the Claims Deadline shall be accepted regardless of whether the Claim Form was returned by the CFRA Class Member using certified mail. Any CFRA Class Member who fails to submit a timely, complete and valid Claim Form shall be barred from receiving any settlement payment pursuant to this Agreement.

- i. Notwithstanding the foregoing, in the event that a dispute arises regarding a CFRA Class Member’s timely submission of a Claim Form, it shall be conclusively presumed that, if a Claim Form is not personally delivered, or postmarked and sent by certified mail before the Claims Deadline, the CFRA Class Member did not return the Claim Form by the Claims Deadline. A declaration submitted by any CFRA Class Member attesting to the mailing or certified mailing of a Claim Form before the expiration of the Claims Deadline shall be insufficient to overcome the conclusive presumption that the Claim Form was not timely received by the Claims Administrator before the Claims Deadline.
- ii. The presumption stated in the immediately preceding paragraph may be rebutted if the CFRA Class Member establishes a Genuine Hardship to explain why he or she did not submit a Claim Form by the Claims Deadline. For purposes of this Agreement, a Genuine Hardship shall include only those circumstances under which a CFRA Class Member was absent from the country due to service in the military, or was mentally incapacitated and therefore could not return the Claim Form by the Claims Deadline. Any CFRA Class Member who establishes a Genuine Hardship shall be permitted to participate in the settlement so long as the Claim Form submitted by such CFRA Class Member and the documentation establishing a Genuine Hardship is actually received by the Claims Administrator within 30 days after the Claims Deadline. A Claim Form is “actually received” if it is sent to the Claims Administrator via certified mail and is postmarked within 30 days after the Claims Deadline, or the Claim Form is personally delivered to the Claims Administrator before 5:00 p.m. within 30 days after the Claims Deadline.

d. The Claims Administrator shall accept Claim Forms from CFRA Class Members who did not receive a Notice of Class Action Settlement and Claim Form in the mail provided that any such CFRA Class Member complies with the requirements set forth in Sections 5(b) and 5(c) above.

e. CFRA Class Members may choose on an individual basis to opt-out of the settlement provided by this Agreement by completing all of the following steps:

- i. Complete the Opt-Out Form in its entirety;
- ii. Execute the Opt-Out Form under penalty of perjury;
- iii. Return the Opt-Out Form so that it is postmarked or personally delivered to the Claims Administrator at the address listed in the Notice of Class Action Settlement by the Claims Deadline.

f. An Opt-Out Form mailed to the Claims Administrator must be sent via certified mail. A valid and completed Opt-Out Form that is postmarked before the Claims Deadline shall be accepted regardless of whether the Opt-Out Form was returned by the CFRA Class Member using certified mail. Unless they fully and completely opt out of the settlement created by this Agreement as described in the paragraphs above, all CFRA Class Members shall be bound by the terms and conditions of this Agreement, and shall also be bound by the Los Angeles Superior Court's Order enjoining all CFRA Class Members from pursuing, or seeking to reopen, claims that are in any way related to those asserted in the Action, regardless of whether they have timely submitted an Opt-Out Form.

- i. Notwithstanding the foregoing, in the event a dispute arises regarding a CFRA Class Member's timely submission of an Opt-Out Form, it shall be conclusively presumed that, if an Opt-Out Form is not personally delivered or postmarked and sent by certified mail, the CFRA Class Member did not return the Opt-Out Form by the Claims Deadline. A declaration submitted by any CFRA Class Member attesting to the mailing or certified mailing of an Opt-Out Form before the expiration of the Claims Deadline shall be insufficient to overcome the conclusive presumption that the Opt-Out Form was not timely received by the Claims Administrator before the Claims Deadline.
- ii. The presumption stated above may be rebutted if the CFRA Class Member establishes a Genuine Hardship to explain why he or she did not submit an Opt-Out Form by the Claims Deadline. For purposes of this Agreement, a Genuine Hardship shall include only those circumstances under which a CFRA Class Member was absent from the country due to service in the military, or was mentally incapacitated and therefore could not return the Opt-Out Form by the Claims Deadline. Any CFRA Class Member who establishes a Genuine Hardship shall be permitted to opt out of the Agreement so long as the Opt-Out Form submitted by such CFRA Class Member and the documentation establishing a Genuine Hardship is actually received by the Claims Administrator two days prior to the Final Settlement Approval Hearing. For purposes of this paragraph, an Opt-Out Form is "actually received" if: the Opt-Out Form is sent to the Claims Administrator via certified mail and is postmarked before the date of the Final Settlement Approval Hearing; or the Opt-Out Form is personally delivered to the Claims Administrator before 5:00 p.m. at least two days before the Final Settlement Approval Hearing.

g. The Claims Administrator shall review each Claim Form and Opt-Out Form upon receipt for timeliness, completeness, and validity. In the event that a Claim Form or Opt-Out Form is defective or incomplete, the Claims Administrator will promptly notify the CFRA Class Member of the defect or deficiency and permit the CFRA Class Member fifteen days from the date of the mailing of the deficiency notice to cure the defect (the "Cure Deadline"). CFRA Class Members shall be permitted two opportunities to cure a defective Claim or Opt-Out Form. Notwithstanding the foregoing, any Claim or Opt-Out Form that is cured will not be considered effective unless: the Original Claim Form or Opt-Out Form was postmarked or delivered before the Claims Deadline; and the cured Claim Form or Opt-Out Form was postmarked or delivered before the Cure Deadline.

h. The Claims Administrator has the right to contact CFRA Class Members who submit a Claim Form or Opt-Out Form. The Claims Administrator shall not interfere with any CFRA Class Member's right to submit a Claim Form or an Opt-Out Form, and shall communicate with a CFRA Class Member solely for purposes of determining the validity, completeness, and any defect in a submitted Claim Form or Opt-Out Form. Except as explicitly provided in this Agreement the Claims Administrator shall not have the authority to extend the Claims Deadline. The Claims Administrator shall provide regular updates concerning claims status to both the DFEH and to counsel for Verizon.

i. Within 15 days after expiration of the Claims Deadline, the Claims Administrator shall provide to the DFEH and to counsel for Verizon a report listing the information identified in Section 8(c)(i) below.

j. If, upon expiration of the Claims Deadline, more than 10% of CFRA Class Members have submitted full and complete Opt-Out Forms, then Verizon shall have the sole, absolute and unfettered discretion to withdraw from this Agreement. Verizon shall provide written notice of such withdrawal to the DFEH no later than 10 business days after its actual receipt of the Claims Administrator's list of CFRA Class Members who submitted fully completed and executed Opt-Out Forms. In the event that Verizon elects to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a condition of settlement.

6. The Claims Adjudication Process.

a. Upon receipt of the list of all CFRA Class Members who timely submitted a completed and executed Claim Form (a "CFRA Claimant"), Verizon shall provide to the DFEH in electronic format whatever attendance and discipline records it has that will assist the DFEH in determining whether each CFRA Claimant was qualified to take CFRA leave; each Claimant properly applied for CFRA leave; Verizon properly determined whether the CFRA Claimant was entitled to take CFRA leave; and whether Verizon disciplined or terminated the CFRA Claimant for CFRA-related absences. Typically, these records will be derived from Verizon's AMTS electronic reports and from the files maintained by Verizon's FMLA Team. In the event Verizon cannot locate records for a CFRA Claimant, Verizon shall so notify the DFEH and shall provide whatever records it can locate. It shall remain the DFEH's obligation to evaluate the claims of CFRA Claimants for whom Verizon cannot locate relevant records.

b. Upon receipt of the electronic attendance and discipline records identified above, the DFEH shall review each CFRA Claimant's claim on a case-by-case basis to determine whether the claimant is entitled to participate in the settlement fund pursuant to the following formula:

- i. Tier 1: CFRA Claimants whose applications for CFRA leave the DFEH determines were improperly denied, but who were not disciplined or terminated for CFRA-related absences receive a maximum payment of \$3,000;
- ii. Tier 2: CFRA Claimants whom the DFEH determines were disciplined, but not terminated for using or requesting CFRA leave will receive a maximum payment of \$6,000, irrespective of whether they also experienced an unlawful denial and irrespective of the number of times they were disciplined or the severity of the discipline.
- iii. Tier 3: CFRA Claimants whom the DFEH determines were terminated or constructively terminated in violation of the CFRA will receive \$25,000.00, irrespective of whether they also experienced a denial and/or discipline.

c. The DFEH has the right, but not the obligation, to communicate with individual CFRA Claimants in evaluating their claims and in assessing the appropriate level of damages. The DFEH has the further right, but not the obligation, to adjust individual damage awards as the DFEH determines appropriate, so long as the variance between the adjusted damage award and the original damage award as calculated pursuant to Section 6(b) above does not exceed 20%, and so long as the amount of each award is fair and reasonable.

d. Notwithstanding the provisions of Sections 6(b) and 6(c) above, the DFEH shall have the sole discretion to make enhanced damage awards to the CFRA Class Representatives over and above the enhancements described in Section 6(c), above. The CFRA Class Representatives shall not be entitled to any settlement payments pursuant to this Agreement unless and until they execute individual settlement agreements containing a release of all claims they now have or ever had against Verizon.

e. The DFEH has the further right to adjust and prorate the amount of all individual damage awards made pursuant to the terms of this Agreement in the event that the total value of all payments exceeds the Maximum Settlement Amount. The total amount of all damage awards to all current and former Verizon employees who receive payments pursuant to this Agreement shall not in any event exceed the Maximum Settlement Amount.

f. The DFEH shall give to Verizon at least 14 days' advance notice of the determinations it makes with respect to each CFRA Claimant.

- i. Verizon retains the right to challenge or object to the DFEH's determinations with respect to any CFRA Claimant's claim on the bases that: (1) a CFRA Claimant was not employed by Verizon during the Class Period; (2) a CFRA Claimant had not worked for Verizon for 12 months

and/or had not worked 1,250 hours in the 12 months prior to the CFRA leave request and/or had exhausted 12 weeks of CFRA leave entitlement for the year; and (3) a CFRA Claimant for whom the DFEH proposes to make a Tier 3 damages award was not terminated or constructively terminated in violation of the CFRA. Verizon shall have the further right to object to the DFEH's determinations with respect to any individual who submits a Claim Form pursuant to Section 5(d) above.

- ii. Within 14 days of receipt of Verizon's objections, the Department shall meet and confer with Verizon in an attempt to resolve all objections made by Verizon with respect to the DFEH's determinations.
- iii. In the event that the Department and Verizon are unable to resolve Verizon's objections, the DFEH and Verizon shall, within 30 days from the Department's receipt of Verizon's objections, submit each unresolved objection for final determination to a mutually agreed-upon mediator, or to the Department's Mediation Division. Verizon has sole discretion to determine whether final resolution shall be submitted to a mutually agreed-upon mediator or to the Department's Mediation Division. Verizon shall be solely responsible for paying the fees and costs of the agreed-upon mediator; the Department shall be solely responsible for paying the fees and costs of the Department's Mediation Division.

g. The Parties do not know how many CFRA Class Members will become CFRA Claimants, and cannot at this time estimate how much time Verizon will need to produce electronic records to the DFEH, or how much time the DFEH will require to evaluate claims asserted by individual CFRA Claimants, as described in this Section 6. Verizon and the DFEH shall agree on a schedule by which these records are to be produced and the DFEH's determinations shall be completed. Verizon and the DFEH shall also agree on a date for the Final Settlement Approval Hearing.

7. Taxation Of Settlement Payments.

a. The Parties agree, covenant and represent that Tier 1 and Tier 2 payments made pursuant to this Agreement do not constitute payment of back wages, and shall be treated as compensation for non-wage claims. Tier 1 and Tier 2 payments shall be paid without withholding and shall be reported to federal and state taxing authorities and the claimant under the claimant's name and social security number on an IRS Form 1099 or similar form.

b. The Parties further agree, covenant and represent that Tier 3 payments and Class Representative enhancements, shall be apportioned for tax purposes as follows: 50% of each such payment shall be treated as wages and the remaining 50% of each such payment shall be treated as compensation for non-wage claims. The portion treated as wages shall be paid net of all applicable employment taxes, including federal, state and local income tax withholding and the employee share of the FICA (social security) tax, and shall be reported to federal and state taxing authorities and the claimant under the claimant's name and social security number on an IRS Form W-2 or similar form. The portion treated as non-wage compensation shall be paid

without withholding and shall be reported to federal and state taxing authorities and the claimant under the claimant's name and social security number on an IRS Form 1099 or similar form.

c. Except as provided in paragraph (d) below, the Parties agree that the current or former Verizon employees who receive monetary payments pursuant to this Agreement shall be individually and solely responsible for all taxes due with respect to the amounts they receive pursuant to this Agreement and that they shall indemnify, defend and hold Verizon harmless from and against any and all taxes, interest, penalties, attorney's fees and other costs imposed on Verizon as a result of any failure to timely pay such taxes.

d. Verizon shall pay the employer share of the FICA tax and any federal or state unemployment insurance tax from the Maximum Settlement Amount.

e. The Parties agree that CFRA Claimants and CFRA Class Representatives may be required to provide Verizon with a completed and signed Form W-9 as a condition of receiving a payment under the Settlement.

8. Final Settlement Approval Hearing.

a. This Agreement cannot become effective, and Verizon shall have no obligation to make any settlement payment contemplated by this Agreement, unless and until the Los Angeles Superior Court conducts a Final Settlement Approval Hearing; enters an Order and Final Judgment, as described below, that approves without modification all of the terms of this Agreement, and finds that the damage awards made by the DFEH pursuant to this Agreement are fair and reasonable and in the best interests of the CFRA Class Members; and that Judgment becomes Final without modification.

b. The DFEH and Verizon shall jointly move the Los Angeles Superior Court for entry of the Order and Judgment in the CFRA Action. The Parties agree that upon final approval of the settlement documented by this Agreement, the Los Angeles Superior Court shall enter a judgment that makes fully enforceable the release in Section 12 below. This judgment will constitute a binding and final resolution of any and all claims by CFRA Class Members, as defined by the release provisions of Section 12.

c. The DFEH and Verizon shall be responsible for ensuring that at least the following documents are filed with the Los Angeles Superior Court in advance of Final Settlement Approval Hearing, so that the Court will have a sufficient basis upon which to evaluate and approve the settlement of the CFRA Action on a classwide basis:

- i. A report by the Claims Administrator listing the names of all CFRA Class Members to whom notices required by this Agreement were sent; confirming that the Notice, and all other documents were timely mailed to CFRA Class Members as required by this Agreement; and listing the names of all CFRA Claimants, as well as the names of all CFRA Class Members who submitted completed Opt-Out Forms.

- ii. A report by the DFEH listing the names of all CFRA Claimants and the amount of the award to which the Department determined each CFRA Claimant was entitled;
- iii. A duly noticed motion, accompanying Memorandum of Points and Authorities and such other pleadings, evidence or other documents as may be necessary for the Court to determine that the settlement documented by this Agreement is fair, adequate and reasonable, and in the best interests of the CFRA Class;
- iv. An Order certifying the CFRA Class for settlement purposes only, approving the Settlement as being fair, reasonable and adequate to the CFRA Claimants within the meaning of Sections 877 and 877.6 of the California Code of Civil Procedure and applicable California law, and for the entry of a Judgment thereon;
- v. A Judgment for the Court's signature (i) approving each and every term of the settlement documented by this Agreement as being fair, adequate and reasonable; (ii) permanently enjoining all CFRA Class Members who have not timely opted out from this settlement from pursuing, or seeking to reopen claims that are in any way related to those asserted in the CFRA Action; and (iii) dismissing the CFRA Action with prejudice as against all Parties; and
- vi. A Notice of Entry of Judgment.

The DFEH and Verizon shall meet and confer and then jointly submit to the Court such other pleadings and/or evidence as may be required for the approval of this Agreement. The DFEH and Verizon will cooperate in good faith to draft all papers for approval of the Settlement.

d. CFRA Class Members who wish to present objections to the proposed settlement at the Final Settlement Approval Hearing must first do so in writing. If a CFRA Class Member wishes to object to the approval of this Agreement by the Los Angeles Superior Court, the objector must submit a written statement of the objection to the Claims Administrator. To be considered, such statement must be received by the Claims Administrator by the Claims Deadline. The Claims Administrator shall stamp the date received on the original and send copies to Verizon and the DFEH by e-mail or facsimile and overnight delivery not later than three (3) days after receipt thereof. The Claims Administrator shall also file the date-stamped originals of any objections with the Court. An objector also has the right to appear at the Final Settlement Approval Hearing either in person or through counsel hired by the objector, at the objector's cost. An objector who wishes to appear at the Hearing must state his or her intention to do so at the time he/she submits his/her written objections. An objector may withdraw his/her objections at any time. The Parties may file with the Los Angeles Superior Court written responses to any filed objections.

e. The Parties and their counsel will support each and every provision of this Agreement before the Los Angeles Superior Court. If the Court gives preliminary approval of the terms of this Agreement, the CFRA Class Representatives shall not attempt to opt out, and shall timely submit complete and executed Claim Forms to the Claims Administrator.

f. For purposes of this Agreement the Los Angeles Superior Court's Judgment shall become "Final" when all of the following have occurred:

- i. The judgment is filed and entered by the Los Angeles Superior Court;
- ii. If a writ or appeal challenging any aspect of the Judgment has not been lodged or filed, the period of time for filing or noticing any appeal from the Judgment has expired; and
- iii. If a writ or appeal challenging any aspect of the Judgment has been timely filed, the writ or appeal has been dismissed or the Judgment is affirmed in its entirety on appeal, and a remittitur to the Los Angeles Superior Court has been issued.

9. Distribution Of Individual Settlement Payments To The CFRA Claimants And Class Representatives.

a. Verizon shall not be obligated to make any settlement payments contemplated by this Agreement unless and until:

- i. The Judgment identified in Section 8 above becomes Final without modification;
- ii. The DFEH closes its files with respect to the CFRA Action and with respect to the individual complaints of discrimination, if any, filed by the CFRA Class Representatives.

b. No earlier than 30 days and no later than 60 days after the Judgment identified in Section 8 above becomes Final without modification, and the DFEH takes the actions identified in Section 9(a) above, Verizon will cause to have issued and delivered to the Claims Administrator settlement checks drawn on the Maximum Settlement Amount, made payable to each CFRA Class Representative and CFRA Claimant (the "Payees") in the total gross amount calculated by the DFEH and approved by the Los Angeles Superior Court.

c. The Claims Administrator shall mail to each Payee the settlement payment required by this Agreement by first class mail to their last known addresses, as determined from the claims process. It shall be conclusively presumed that each Payee received his or her settlement payment on the date the payment was deposited in the United States mail, unless the payment is returned to the Claims Administrator by the post office within thirty days after mailing. Any check returned by the post office with a forwarding address will be re-mailed promptly by the Claims Administrator to that forwarding address. The Claims Administrator will take reasonable and necessary steps to locate the Payee and to re-mail any checks returned by the post office as undeliverable. Any checks returned to the Claims Administrator by the post

office as undeliverable after the Claims Administrator takes such steps shall be returned or credited to Verizon for Verizon to use at its discretion.

10. Prospective Relief.

a. No earlier than 60 days after the Judgment identified in Section 8 above becomes Final without modification, Verizon shall do all of the following:

- i. Provide to the DFEH, post on the Company's intranet in a format and style readily available to all employees, and adopt and implement written policies, rules, and procedures for granting or denying of CFRA leave consistent with the FEHA, as most recently amended, and Fair Employment & Housing Commission ("FEHC") regulations interpreting and implementing the FEHA. The Parties acknowledge and agree that Verizon shall, consistent with the FEHC's regulations interpreting and implementing the FEHA, respond to requests for CFRA within 10 days of submission of completed CFRA forms and medical certifications.
- ii. Provide to the DFEH and adopt and implement CFRA forms and notification letters that comply with the FEHA, as most recently amended, and FEHC regulations interpreting and implementing the FEHA. The Parties acknowledge that Verizon may require employees to submit medical certifications as a condition of granting CFRA leaves of absence, so long as Verizon requires medical certifications of other similarly situated employees. The Parties further acknowledge and agree that, if the medical certification satisfies the requirements of Title 2, California Code of Regulations, section 7297.11, Verizon shall accept the certification as sufficient, and shall not ask an employee to provide additional medical information beyond that allowed by the FEHA, as most recently amended, and FEHC regulations interpreting and implementing the FEHA.
- iii. Provide to the DFEH, post on the Company's intranet in a format and style readily available to all employees, and adopt and implement an administrative review and complaint procedure which employees may invoke to appeal any alleged violation of the rules, policies, and procedures identified above.
- iv. Post on its intranet a downloadable copy of the DFEH's "California Family Rights Act" pamphlet (DFEH-188).
- v. Discontinue those policies and practices that have been superseded by the policies and practices identified in paragraphs (i) through (iii) above.
- vi. Train all supervisors, managers, and attendance clerks to comply with the Company's CFRA rules, policies, and procedures in general, and to accept and process all requests for CFRA leave, and to accept and process all medical certifications relating to a request for CFRA leave submitted by any employee, in particular.

vii. Any leave that is deemed improperly denied may not serve as the basis for future discipline.

b. Commencing 60 days after the Judgment identified in Section 8 above becomes Final without modification, Verizon shall, every six months for a period of two years, submit written reports in the form of letters to the Department, that provide the following information:

- i. All requests for CFRA leave that were denied and the reason for the denial within the previous six months; and
- ii. The date upon which each request for CFRA leave was submitted to Verizon and the respective dates upon which each request was granted or denied.

c. Commencing 60 days after the Judgment identified in Section 8 above becomes Final without modification, Verizon shall provide written proof in the form of letters to the Department, addressed to Alexandra Seldin, SIU Administrator, Department of Fair Employment and Housing, 2218 Kausen Drive, Suite 100, Elk Grove, California 95758, that it has complied with the terms outlined in this Section 10.

11. Invalidation of Agreement for Failure To Satisfy Conditions.

The Parties agree, covenant and represent that, in the event that any of the terms or conditions set forth in Sections 2 through 8 of this Agreement are not fully and completely satisfied, this Agreement shall terminate and all terms of the Agreement, including, but not limited to, the conditional certification of an opt-out class, payment of settlement amounts to the Payees and the release contained herein, shall be null and void. In such event, nothing in this Agreement shall be used, construed or admissible as evidence by or against any Party as a determination, admission, or concession of any issue of law or fact in this litigation, or in any other proceeding for any purpose; and the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend this litigation as if this Agreement never existed.

12. Class Release Provisions.

a. Conditioned upon satisfaction of all terms and conditions of this Agreement, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CFRA Class Representatives, on their own behalves, and on behalf of all CFRA Class Members whom the Claims Administrator certifies failed to timely submit full and complete Opt-Out Forms, and for their respective heirs, assigns, executors, administrators, and agents, past or present (collectively the "Affiliates"), hereby fully and without limitation release, covenant not to sue, and forever discharge Verizon and their respective subsidiaries, divisions, affiliated corporations, affiliated partnerships, parents, trustees, directors, officers, shareholders, partners, agents, employees, representatives, consultants, insurance carriers, attorneys, heirs, assigns, executors and administrators, predecessors and successors, past and present (collectively, the "Verizon Releasees"), both individually and collectively, from any and all rights, claims, demands, liabilities, actions and causes of action (whether in law or in equity, or whether contractual, common law, statutory, federal, state or otherwise), suits, grievances, damages, losses, attorneys' fees, costs and expenses, of whatever nature whatsoever, known or unknown,

fixed or contingent, suspected or unsuspected, that they or their Affiliates now have, or may ever have, against Verizon or any of the Verizon Releasees, that occurred during the Class Period and that arise out of or in any way relate to: (i) the claims and allegations asserted in the CFRA Action; (ii) any claim for disability discrimination arising from or relating to the claims alleged in the CFRA Action; and (iii) any claim for failure to engage in the interactive process or to provide reasonable accommodation arising from or relating to the claims alleged in the CFRA Action.

b. Excluded from this release are any claims which cannot be waived by law, including but not limited to the right to file a charge with or participate in an investigation conducted by the United States Department of Labor (“DOL”) or the Equal Employment Opportunity Commission (“EEOC”). CFRA Claimants are, however, waiving their right to any monetary recovery or relief should the DOL, EEOC or any other governmental entity or private individual pursue any claims on behalf of individual CFRA Claimants that arise out of or relate to the claims and allegations released in the CFRA Action.

c. The Parties each acknowledge on their own behalf, and on behalf of their respective Affiliates, that they are aware of and familiar with the provisions of Section 1542 of the California Civil Code, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

With full awareness and understanding of the above provision, the Parties hereby waive and relinquish any and all rights and benefits that they may have under section 1542 of the California Civil Code, or the law of any other state or jurisdiction, or common law principle, to the same or similar effect.

d. CFRA Claimants whom the DFEH determines are entitled to a Tier 3 settlement payment shall, as a condition precedent to payment, execute a separate release of all claims agreement attached to this Agreement as Exhibit B.

e. Notwithstanding the generality of the foregoing release, the DFEH shall have the right to:

- i. Conduct a compliance review within one year of the date upon which the Judgment identified in Section 8 above becomes Final, to determine whether Verizon has substantially complied with the Prospective Relief provisions of Section 10 of this Agreement;
- ii. Bring an action in the Los Angeles Superior Court to enforce the terms of this Agreement.

13. Dispute Resolution.

a. Except as otherwise set forth herein, all disputes concerning compliance with this Agreement shall be resolved pursuant to the following dispute resolution procedure:

b. If any Party believes that another Party is in breach of this Agreement, the complaining Party shall notify all other Parties in writing of the alleged violation. The responding Party shall have 10 days in which to correct the alleged breach or explain why a breach has not occurred. The complaining and responding Parties shall thereafter meet and confer in good faith for up to 10 business days after submission of the written response to resolve their differences. If the complaining and responding Parties are unable to resolve their differences, either Party may file an appropriate motion for enforcement with the Los Angeles Superior Court. The briefing of such motion should be in letter brief form and shall not exceed five (5) single-spaced pages (excluding exhibits). In considering an enforcement proceeding under this Agreement, the Court will be bound by the terms of this Agreement. The Parties agree that, pursuant to Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, the Los Angeles Superior Court retains jurisdiction only to enforce the express terms of this Agreement and then only in accordance with the express terms of this Section.

14. Additional Provisions.

a. The Department acknowledges that documents produced to the Department by Verizon with respect to its investigation of the CFRA Director's Complaint ("Verizon's Documents") contain confidential personal, personnel, and medical information protected from disclosure by common-law and constitutional rights of privacy, as well as federal and state laws governing confidentiality of medical and other information. For these reasons, the Department agrees that it shall maintain Verizon's Documents in confidence, and shall not produce them to third parties other than as required by law. In the event that the Department is subpoenaed, or receives a Public Records Act or similar demand or request, to identify, reveal the contents of, or produce all or a portion of Verizon's Documents (a "Records Request"), the Department shall:

- i. Promptly notify Verizon and its counsel of record, within 5 business days of receipt, that the Department has received a Records Request, and whether the Department will object to or comply with the Records Request;
- ii. To the extent reasonable and permitted by law, provide whatever assistance Verizon may require to investigate and evaluate the legal and factual bases of each Records Request;
- iii. Refrain from complying with a Records Request until the last day required by law, to allow Verizon time to obtain a protective order of a court of competent jurisdiction to excuse the Department from complying with a Records Request, or to otherwise limit or prevent disclosure of Verizon's Documents.

b. This Agreement shall constitute a compromise of, and full accord and satisfaction of disputed claims. This Agreement shall not be treated as an admission of liability by Verizon

at any time, or as an admission by Verizon that class certification properly should be granted in this matter.

c. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, the DFEH and the CFRA Class Representatives warrant and represent that they are fully authorized to enter into and bind all CFRA Class Members to this Agreement and the terms and conditions thereof, and that Verizon may distribute settlement funds to all CFRA Claimants pursuant to the terms of this Agreement.

d. The DFEH, CFRA Class Representatives and Verizon acknowledge and agree, for the purposes of this Agreement only, that because the CFRA Class Members are so numerous, it is impossible or impracticable for all CFRA Class Members to execute this Agreement. Therefore, the DFEH, CFRA Class Representatives and Verizon agree, covenant and represent that this Agreement may be executed by the DFEH and CFRA Class Representatives on behalf of all CFRA Class Members who do not timely submit completed Opt-Out Forms, and that this Agreement shall have the same force and effect as if individually executed by all CFRA Class Members.

e. Each and every provision of this Agreement shall be deemed to be contractual, and shall not be treated as mere recitals at any time or for any purpose. Therefore, each and every provision of this Agreement shall be considered severable, except for the release provisions of Section 12 above. If a court of competent jurisdiction finds the release provisions of Section 12 of this Agreement to be unenforceable or invalid, then this Agreement shall become null and void. If a court of competent jurisdiction finds any provision other than the release provisions of Sections 12 to be invalid or unenforceable for any reason, then such other provision, or part thereof, shall remain in full force and effect to the extent allowed by law, and all of the remaining provisions of this Agreement shall remain in full force and effect.

f. The Parties understand and agree that they shall bear their own costs of litigation, including attorney's fees.

g. The Recitals as well as all exhibits attached to this Agreement are incorporated by reference as though fully set forth herein.

h. This Agreement is in no manner intended, nor shall it be interpreted, as prejudicing or affecting claims or causes of action arising after the Class Period.

i. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by way of a facsimile signature, a copy of which will operate as an original. The party executing the facsimile copy shall promptly transmit a copy thereof to all other parties.

j. This Agreement shall be construed and enforced pursuant to the laws of the State of California.

k. This Agreement has been reviewed by the Parties and by their attorneys, if any. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, the Parties expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement, and agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

l. This Agreement sets forth the entire agreement between the Parties, and fully supersedes any prior agreements or understandings between them on the subject matter contained in this Agreement. The Parties acknowledge that they have not relied on any representations, promises, or agreements of any kind made in connection with the decision to accept this Agreement, except for those set forth in this Agreement. No addition, modification, amendment or waiver of any part of this Agreement shall be binding or enforceable unless executed in writing by the Parties.

m. The Parties represent that they have thoroughly read and understand the terms of this Agreement; they have consulted with their own attorneys prior to executing this Agreement; they are fully aware of its contents and of its legal effect; and that they are entering into this Agreement voluntarily.

n. This Agreement is not intended to revive any claims arising out of or relating to alleged CFRA violations by Verizon that have previously been asserted and resolved pursuant to a written settlement agreement containing a release of CFRA claims. Accordingly, Class Members who have executed written settlement agreements containing a release of CFRA claims shall not be entitled to receive any notices contemplated by this Agreement; shall not be entitled to submit Claim or Opt-Out Forms; and shall not be entitled to any settlement payments contemplated by this Agreement.

IN WITNESS WHEREOF, The DFEH, CFRA Class Representatives and Verizon execute this Agreement on the dates indicated below.

Dated: September ~~15~~, 2010.
20

THE CALIFORNIA DEPARTMENT OF FAIR
EMPLOYMENT AND HOUSING

By: _____

Lindsey Urbina

Senior Staff Counsel, California Department of Fair
Employment and Housing

Dated: September ~~15~~, 2010.
20

THE CFRA CLAIMANTS

By: _____

Lindsey Urbina

Senior Staff Counsel, California Department of Fair
Employment and Housing

Dated: September 15, 2010.

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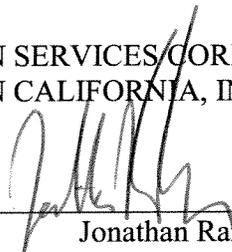
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VERIZON SERVICES CORPORATION, DBA
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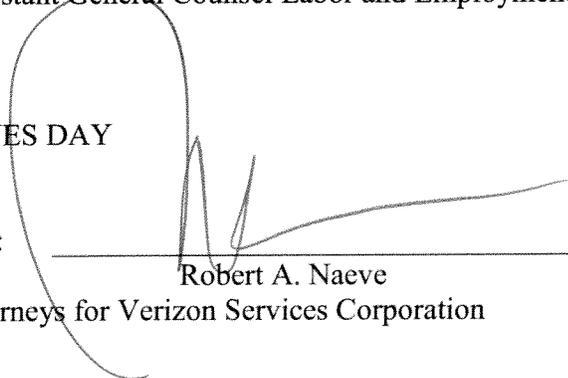
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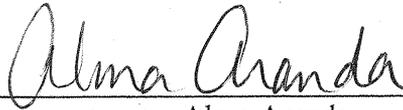
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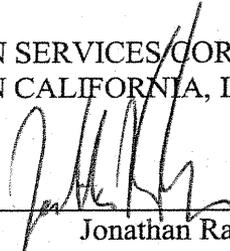
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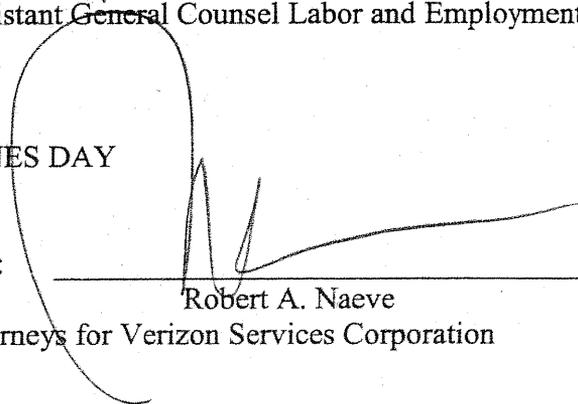
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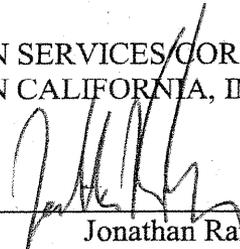
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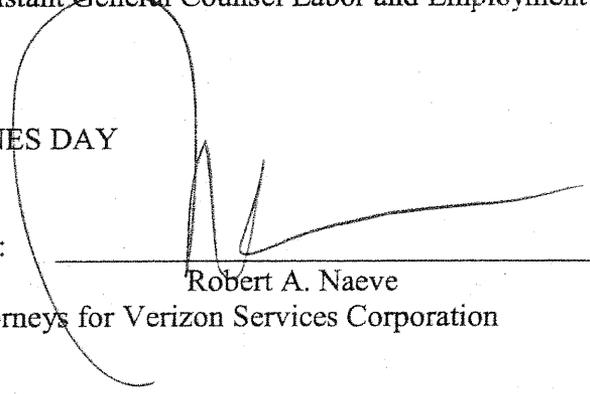
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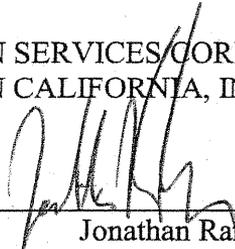
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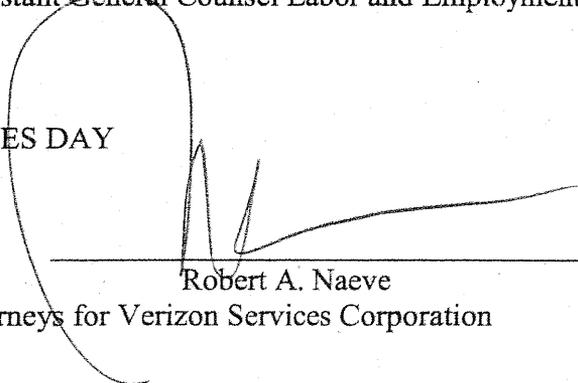
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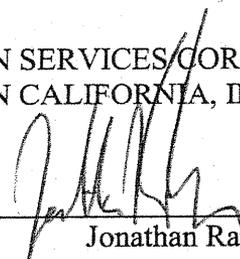
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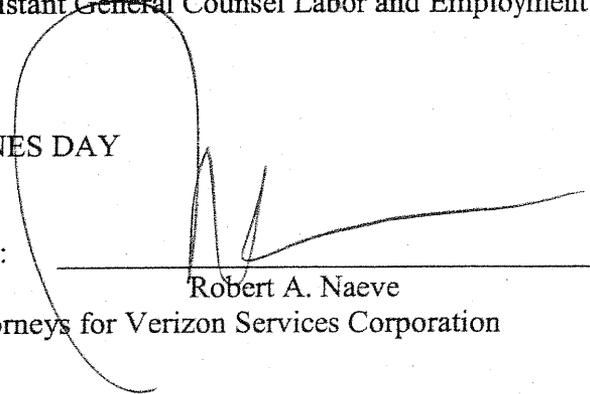
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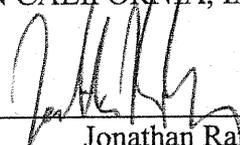
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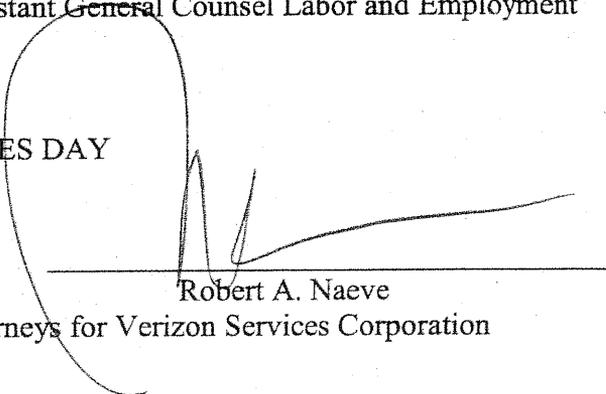
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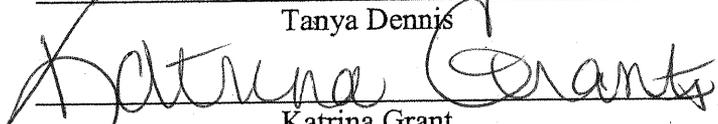
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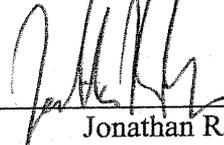
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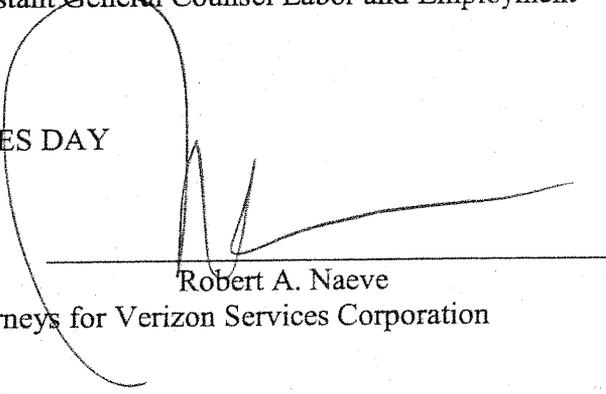
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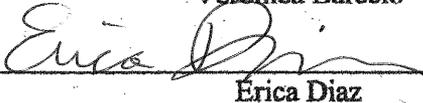
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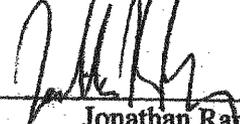
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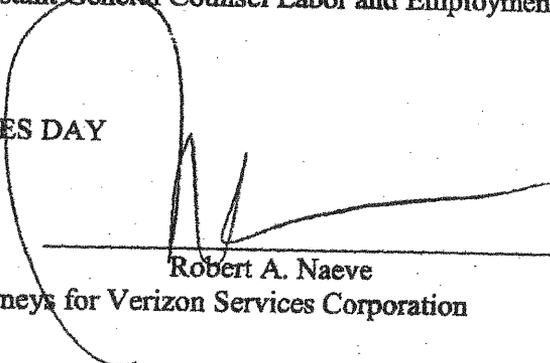
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