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EEOC v. Cincinnati Bell Inc.

Judge Sandra S. Beckwith

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EEOC v. Cincinnati Bell Inc.

Keywords

EEOC, Cincinnati Bell, 1:98-cv-00383-SSB, Consent Decree, disparate treatment, compensation, sex, female, Information Technology, Employment Law, Title VII

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION, et al.

Plaintiff,

and

SUZANNE BARNETT, FOR HERSELF
AND ON BEHALF OF OTHERS SIMILARLY
SITUATED,

Plaintiff-Intervenor,

and

COMMUNICATION WORKERS OF
AMERICA, AFL-CIO, CLC NATIONAL,

COMMUNICATION WORKERS OF
AMERICA, AFL-CIO, CLC LOCAL 4400,

COMMUNICATION WORKERS OF
AMERICA, AFL-CIO, CLC LOCAL 4401,

As RULE 19(a) Plaintiffs,

v.

CINCINNATI BELL INFORMATION
SYSTEMS INC.

and

CINCINNATI BELL TELEPHONE COMPANY

and

CINCINNATI BELL INC.

and

CIVIL ACTION NO.

C-1-98-383

JUDGE BECKWITH

MAGISTRATE JUDGE HOGAN

CONSENT DECREE

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Meg

CONVERGYS CORPORATION)
 and)
 THE CINCINNATI BELL PENSION PLAN)
 and)
 THE CINCINNATI BELL MANAGEMENT)
 PENSION PLAN)
 and)
 THE CBI EMPLOYEES' BENEFIT)
 COMMITTEE)
 and)
 THE CBI EMPLOYEES' BENEFIT CLAIM)
 REVIEW COMMITTEE)
 and)
 THE CONVERGYS CORPORATION)
 PENSION PLAN)
 and)
 THE CONVERGYS CORPORATION)
 EMPLOYEE BENEFITS COMMITTEE,)
 Defendants.)

I. BACKGROUND

This action was commenced on May 28, 1998 when the Equal Employment Opportunity Commission (hereinafter "EEOC"), an Agency of the United States, filed this action under the Equal Pay Act of 1963 and Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 to restrain the allegedly unlawful payment of wages to employees of one sex at rates less than the rates paid to employees of the opposite sex, and to provide appropriate relief due to employees as a result of such allegedly unlawful practices.

The EEOC alleges that Cincinnati Bell Information Systems Inc. (hereinafter "CBIS") and Cincinnati Bell Telephone (hereinafter "CBT") instituted a Retirement Incentive Offer for Hourly Employees ("RIOHE") and a Management Retirement Incentive Offer ("MRIO") in early 1995, which denied enhanced pension benefits to certain female employees by failing to recognize service credit of those female employees for periods of time such female employees spent on maternity leave prior to April 29, 1979 but did not deny such service credit and enhanced retirement benefits to persons who took leave for other temporary disabilities.

The Communication Workers of America, AFL-CIO, CLC National, and Locals 4400 and 4401 (hereinafter "CWA" and "CWA Locals 4400 and 4401") were identified in the EEOC's Complaint as Rule 19(a) Defendants in that the CWA and CWA Locals 4400 and 4401 are parties to a collective bargaining agreement with CBIS and CBT and in their absence complete relief cannot be accorded among those already parties.

On June 22, 1998 Plaintiff-Intervenor filed her Motion for Leave to Intervene together with an Agreed Order Granting Leave to Intervene which had been previously agreed to by the Plaintiff EEOC and Defendants CBIS and CBT. In her Complaint in Intervention, Plaintiff-Intervenor alleged on her own behalf and for others similarly situated, a violation of Title VII, the EPA and various other state and federal claims against CBIS, CBT and other named

¹ The EEOC's original Complaint referenced the Retirement Incentive Offer for Hourly Employees ("RIOHE"), but did not reference the Management Retirement Incentive Offer ("MRIO"). Simultaneous with the parties' filing of their joint Motion of All Parties for Preliminary Approval of Class Settlement and Memorandum in Support Thereof, the EEOC filed an Unopposed Motion to File Second Amended Complaint and an attached proposed Second Amended Complaint for the purpose of adding reference to the MRIO. In addition, the EEOC's Second Amended Complaint adds the following: Cincinnati Bell Inc., The Cincinnati Bell Pension Plan, Convergys Corporation, The Cincinnati Bell Management Pension Plan, The CBI Employees' Benefit Committee, The CBI Employees' Benefit Claim Review Committee, The Convergys Corporation Pension Plan and the Convergys Corporation Employee Benefits Committee.

defendants alleged to have a role in administering the pension plan and early retirement incentive offer at issue in this case. Plaintiff-Intervenor's Complaint was filed on July 10, 1998.

On August 3, 1998 the CWA Defendants filed an Answer and Unopposed Motion for Realignment of CWA Defendants as Party Plaintiffs Pursuant to Fed. R. Civ. P. 19(a). On August 8, 1998 the parties filed an Agreed Order Granting Motion of CWA Defendants to be Realigned as Party Plaintiffs Pursuant to Fed. R. Civ. P. Rule 19(a). The Agreed Order was signed by Judge Beckwith on August 10, 1998 and filed on August 13, 1998.

On September 11, 1998 the Defendants filed their Answer to the EEOC Complaint and to the Complaint in Intervention. In their Answer to each of the aforementioned Complaints, the defendants denied the various unlawful practices alleged in the EEOC's Complaint and in Plaintiff-Intervenor's Complaint in Intervention and also asserted various affirmative defenses to each of the aforementioned Complaints.

On October 19, 1998 the EEOC filed its First Amended Complaint and Memorandum in Support. Attachment A of the EEOC's First Amended Complaint contained a preliminary list of the names of individuals, as identified by CBIS and CBT during discovery, who belong to the class of employees allegedly aggrieved by the employment practices alleged in the EEOC's Complaint.

On November 24, 1998 the Court entered an Order finding that for good cause shown, the EEOC's Motion to file its First Amended Complaint was granted and the Amended Complaint, was deemed to be filed as of the Court's November 24, 1998 Order.

Plaintiff-intervenor, and the CWA and CWA Locals 4400 and 4401, through their privately retained legal counsel, have entered into a separate Settlement Agreement to settle any and all individual and/or class claims which extend beyond the EPA and Title VII claims alleged

in the EEOC's Complaint and resolved by this Consent Decree (the "Settlement Agreement"). The EEOC is not a party to the Settlement Agreement but has been advised by counsel for Plaintiff-Intervenor and CWA and CWA Locals 4400 and 4401 that the agreement is satisfactory and resolves any and all individual and class claims which are not addressed in this Decree. The Settlement Agreement incorporates the terms and conditions of this Consent Decree.

The parties have conferred and resolved their differences and agree that the Title VII and EPA claims should be disposed of by a Consent Decree. The parties have advised this Court that they desire to resolve the instant controversy without the burden, expense and delay of further litigation.

It is, therefore, the finding of this Court, made on the pleadings and the record as a whole, that (1) this Court has jurisdiction over the parties and the subject matter of this action pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1343 and 1345 and pursuant to Sections 16(c) and 17 of the Fair Labor Standards Act of 1938 (the "FLSA"), as amended, 29 U.S.C. Sections 216(c) and 217, to enforce the requirements of the Equal Pay Act of 1963, codified as Section 6(d) of the FLSA, 29 U.S.C. § 206(d), and pursuant to 706(f)(1) and (3) and 707(a), (b) and (c) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e-5(f)(1) and (3) and 2000e-6(a), (b) and (c) ("Title VII"); (2) the provisions of the Equal Pay Act and Title VII will be carried out by the implementation of the following Decree; and (3) this Decree is intended to and does resolve all matters in controversy between the parties under Title VII and the EPA. Entry of this Consent Decree shall be simultaneous with the Court's final approval of the Settlement Agreement referenced herein.

II. DEFINITIONS

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

A. Additional Net Credited Service/Credited Service

Additional net credited service/credited service as used herein means the addition of service credit as provided in this Consent Decree and/or the Settlement Agreement for a leave due to pregnancy, maternity, childbirth or related medical conditions, from employment with CBT, a related corporate entity, or any other former AT&T Bell System Company, where such leave commenced on or after the effective date of Title VII (July 2, 1965) and on or before the day preceding the effective date of the Pregnancy Discrimination Act (April 28, 1979).

B. AT&T Bell System Company

AT&T Bell System Company means American Telephone & Telegraph Company, its subsidiaries and its allied companies of The Southern New England Telephone Company and Cincinnati Bell Inc., prior to January 1, 1984.

C. Consent Decree

Consent Decree means this Consent Decree including the Exhibits attached hereto.

D. Class or Class Member

Class or Class Member refers to Charging Party Suzanne Barnett and all management and non-management (both union-represented and non-union) female employees of Defendants CBIS and CBT (and Cincinnati Bell Inc. and all of its other subsidiaries and former subsidiaries), who were employed by CBT or any other former AT&T Bell System Company prior to April 29, 1979 and who during such employment took a leave of absence for pregnancy, maternity, childbirth or related medical conditions which commenced on or after the effective date of Title VII (July 2, 1965) and on or before the day preceding the effective date of the Pregnancy Discrimination Act (April 28, 1979), and who were as of January 1, 1995, on the active payroll of CBIS, CBT or a related or successor corporate entity, on lay-off status with recall rights, on an approved leave of absence, or were receiving sickness or accident disability benefits from the

Sickness and Accident Disability Benefit Plan and who: (1) are currently on the active payroll of CBIS, CBT or a related or successor corporate entity, on lay-off status with recall rights, on an approved leave of absence, or are receiving sickness or accident disability benefits from the Sickness and Accident Disability Plan; or, (2) previously retired or terminated employment from CBIS, CBT or a related or successor corporate entity pursuant to the 1995 Retirement Incentive Offer for Hourly Employees (RIOHE) or 1995 Management Retirement Incentive Offer (MRIO); or, (3) terminated her employment or retired from CBIS, CBT or a related or successor corporate entity under the Cincinnati Bell Pension Plan, the Cincinnati Bell Management Pension Plan, or the Convergys Corporation Pension Plan on or after January 1, 1995. Class members identified during discovery in this case include the individuals whose names appear on the attached Exhibit A.

E. Eligibility Group

Eligibility Group refers to: (1) Those Class Members who, with the additional net credited service/credited service provided by this Settlement Agreement and/or the Consent Decree would have had sufficient service to qualify for enhanced retirement benefits offered at the time of the 1995 RIOHE and MRIO; or (2) Those Class members who were offered the 1995 RIOHE or MRIO, and, with the additional net credited/credited service provided by this Settlement Agreement and/or the Consent Decree, would have been eligible for a higher pension offer.

F. Defendant

Defendant means CBIS and CBT, and their related and successor corporate entities, and all of their officers, agents, employees, benefit plans, benefit plan administrators and fiduciaries, and all persons in active concert or participation with any of them.

G. Maternity Leave

Maternity leave as used herein shall mean any leave of absence taken for reasons related to pregnancy, maternity or childbirth by any Class Member from CBT, a related corporate entity, or from AT&T or any other former affiliated or subsidiary AT&T Bell System Company at any time between July 2, 1965 and April 29, 1979.

H. Maternity Payment Plan

Maternity Payment Plan ("MPP") means the agreement entered into effective August 7, 1977 between the CWA and AT&T and former affiliated or subsidiary AT&T Bell System Companies, including CBT, providing *inter alia* that female employees shall receive service credit for up to six (6) weeks of the disability period of their maternity leave and/or any additional period of disability due to complications associated with pregnancy, plus up to an additional thirty (30) days for any leave time taken prior to the date of delivery.

I. Retirement Incentive Offer for Hourly Employees (RIOHE) and Management Retirement Incentive Offer (MRIO)

Retirement Incentive Offer for Hourly Employees (RIOHE) and Management Retirement Incentive Offer (MRIO) refer to the early retirement incentive instituted by CBIS and CBT pursuant to amendments to the Cincinnati Bell Pension Plan and the Cincinnati Bell Management Pension Plan authorized during 1995.

J. The Settlement Agreement

The Settlement Agreement as used herein means the private agreement entered into between Plaintiff-Intervenor Suzanne Barnett and the CWA and CWA Locals 4400 and 4401 and Defendants CBT and CBIS dated June 15, 2000 and preliminarily approved by this Court on August 1, 2000. The Settlement Agreement incorporates the terms and conditions of this Consent Decree.

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

1. The term of this Decree shall be five (5) years from the date of entry by the Court.
2. Nothing contained in this Consent Decree shall be construed as an admission by CBIS, or CBT that any Defendant has violated the Equal Pay Act or Title VII or any other law.

III. ADJUSTMENT OF NET CREDITED SERVICE/CREDITED SERVICE

A. The purpose of the net credited service/credited service adjustments provided for in this settlement is to restore service credit which was deducted from the net credited service/credited service date of women who experience periods of leave from work in connection with pre-April 1979 maternity leave policies which were in place at that time. All Class Members shall receive up to an additional sixty (60) days of additional net credited service/credited service for each maternity leave commenced on or after July 2, 1965 and before August 7, 1977. In addition, if a Class Member did not receive thirty (30) days of service credit for any maternity leave taken at any time on or after July 2, 1965 and before April 29, 1979, she will receive a total of up to ninety (90) days of service credit for each such leave. All Class Members who commenced a maternity leave between August 7, 1977 and April 29, 1979 who were covered by the Maternity Payment Plan may receive up to an additional sixty (60) days of service credit if she did not receive full credit and reinstatement entitlements under the Maternity Payment Plan. In no event will a Class Member be entitled to receive more service credit as a result of this Decree than the amount which was deducted from her net credited service/credited service due to a maternity leave, or in total no more than ninety (90) days for each such maternity leave.

B. For Class Members who are employed on the date the Settlement Agreement is finally approved by the Court and the Consent Decree is entered, by CBIS, CBT or a related or

successor corporate entity, the additional net credited service/credited service will be added to the individual's net credited service/credited service (NCS/CS) computation on a prospective basis only. Once this adjustment has been made, she will be entitled to all future pension benefits as well as any and all other job benefits, opportunities and other terms or conditions of employment based upon her adjusted net credited service/credited service.

C. For any Class Member who retired or terminated employment on or after January 1, 1995, and prior to the date the Settlement Agreement is finally approved by the Court and the Consent Decree is entered, her pension amount and/or pension classification will be adjusted to reflect the additional net credited service/credited service as if she had the additional service credit at the time of her termination or retirement. Any amount of monetary relief due to the individual as a result of such adjustment for the period of time from the date of her termination or retirement to the date of the entry of this Decree will be paid as a lump sum with interest at 8% per annum not compounded. All future pension benefit payments will reflect the adjusted amount and will be made in a manner consistent with the terms of this Decree and/or the Settlement Agreement based upon the additional net credited service/credited service and other relief provided under the terms of this Decree and/or the Settlement Agreement.

IV. ADDITIONAL RELIEF

A. Any Eligibility Group member shall be offered the opportunity to retire with all of the pension and other benefits associated with the RIOHE or MRIO. Such offer to retire shall be in writing. *See* Exhibit D-6 to Joint Motion of All Parties for Preliminary Approval of Class Settlement and Memorandum in Support Thereof. Eligibility Group members who choose to retire pursuant to the aforementioned offer and elect an annuity shall receive monetary relief owing for the period from April 1, 1995 to their pension effective date in the form of a lump sum payment with interest at 8% per annum not compounded applied to that portion payable from

April 1, 1995 to the date of the Court's final approval of the settlement. Pension benefits from their pension effective date forward will be made in the form of a monthly annuity. If an Eligibility Group Member chooses a lump sum benefit value as of April 1, 1995, it will be paid in the form of a lump sum payment with interest at 8% per annum not compounded to the date of the Court's final approval of the settlement.

B. (1) Eligibility Group members who previously retired under the RIOHE or MRIO who, with the additional net credited service/credited service, would have been eligible for a more favorable eligibility formula under the CBT Pension Plan or CBT Management Pension Plan or Convergys Corporation Pension Plan shall receive a lump sum payment reflecting, as of the date of their retirement, the more favorable pension benefit formula and any other related benefits owing from the date of their retirement up to the date of the entry of this Decree, plus interest at 8% per annum not compounded.

(2) Eligibility Group members who retired on or after January 1, 1995, and prior to the date the Settlement Agreement is finally approved by the Court and the Consent Decree is entered, but were not eligible at the time for, or would have incurred a penalty or less favorable eligibility formula, and therefore did not retire pursuant to the 1995 RIOHE or MRIO, will receive a lump-sum payment reflecting pension benefits and any other related benefits they would have received if they had retired under the RIOHE or MRIO with the additional net credited service/credited service, owing from the date of their retirement up to the date the Court finally approves the Settlement Agreement and enters the Consent Decree, plus interest at 8% per annum not compounded.

All future pension benefit payments will reflect the adjusted amount and will be made in a manner consistent with the terms of this Decree and/or the Settlement

Agreement based upon the additional net credited service/credited service and other relief provided under the terms of this Decree and/or the Settlement Agreement.

C. Any Eligibility Group member who receives a written offer to retire pursuant to the terms of this Consent Decree and/or the Settlement Agreement but chooses not to retire with such enhanced benefits will be entitled only to the additional net credited service/credited service and the ability to exercise the same pension plan and pension plan related opportunities which existed for other similarly situated employees who chose not to retire at the time of the 1995 RIOHE or MRIO.

D. Specifically, for Eligibility Members who do not accept the offer of retirement, their future pension benefits will be the greater of the following:

- Their Cash Balance

Their Transition Benefit

Their Frozen Minimum Benefit under the terms of this Offer. This does not include the following Offer Enhancements:

The MRIO waiver of any applicable retirement discount, if as of March 31, 1995, she had 30 or more years of service with the addition of 5 years to her actual service (as adjusted under the Consent Decree and Settlement Agreement)

The MRIO and RIOHE 2 weeks of base pay as of March 31, 1995 for each year of actual service (as adjusted under the Consent Decree and Settlement Agreement) completed as of March 31, 1995, up to a maximum of one (1) year of pay

V. NOTICE

The parties, through their undersigned counsel, shall move the Court for notice to be issued to Class Members, and for a hearing on the fairness of this Settlement Agreement, all in accordance with Rule 23, Federal Rules of Civil Procedure, and as outlined in the attached Agreed Plan for Notice of Class Action and Settlement and Proposed Notice to Class Members

and Notice of Class Action and Proposed Settlement, Exhibits B and C to Jt. Mot. for Prelim. Approval of Class Settlement.

VI. PROCESS FOR OBTAINING RELIEF

A. Within thirty (30) days after the preliminary approval of the Settlement Agreement, CBIS or CBT will mail a written Notice of Class Action and Proposed Settlement to each person listed in Exhibit 1. This Notice will set forth the amount of additional net credited service/credited service, if any, to which the Class Member may be entitled under the terms of this Settlement Agreement and/or the Consent Decree. This Notice will include an attachment entitled "What You Are Entitled To" that will be tailored to the individual Class Member as well as sample "Questions and Answers." *See* Attachment A and Exhibit 5 to Notice. The Notice will inform Class Members who are also members of the Eligibility Group that they will be offered the opportunity to retire with all of the pension and other benefits associated with the 1995 Retirement Incentive offer. CBIS and CBT shall calculate this amount based on each Class Member's personnel, medical or other records maintained by CBIS and CBT in the ordinary course of business. If a Class Member is deceased or incompetent, CBIS and CBT shall provide this notification to the Class Member's personal or legal representative. In the event that a Class Member's personal or legal representative must be contacted, CBIS and CBT agree to mail the class notice by first class U.S. mail, postage prepaid. If these additional measures fail, Defendants shall provide the EEOC with copies of all documentation regarding their attempts to reach the Class Member, including the individual's last known address.

B. A summary notice will be published on consecutive Fridays for two (2) weeks in the Cincinnati Enquirer, the Cincinnati Post and the Kentucky Enquirer. This notice will be published on or about the same day that the above Notice of Class is mailed, or no later than thirty (30) days after the Court issues preliminary approval. In addition, within thirty (30) days

after the Court's preliminary approval of the Settlement Agreement, CBT will send to all male and female employees of CBT, Cincinnati Bell Inc., Cincinnati Bell Wireless, Cincinnati Bell Supply, Cincinnati Bell Directory Inc., EnterpriseWise IT Consulting, LLC and ZoomTown.com, a copy of the summary notice published in the newspapers. CBIS will publish this same summary notice on company bulletin boards.

C. Simultaneously with the Notice of Class Action and Proposed Settlement, CBIS or CBT will mail to each person listed in Exhibit A of the Consent Decree and Exhibit 1 of the Settlement Agreement a Notice of Intention To Be Included in Settlement form, a Notice of Intent to Object to Proposed Settlement form, and a Release and Waiver form. *See* Exhibit D-1, D-2 and D-3 to Jt. Mot. for Preliminary Approval.

D. Class Members must, by October 31, 2000, complete and return to CBT or CBIS, and counsel for the EEOC, the Notice of Intention To Be Included in Settlement form. Class Members who do not submit the Notice of Intention To Be Included in the Settlement form within this timeframe will not receive any relief.

E. Class Members must, by October 31, 2000, submit their Notice of Intent to Object to Proposed Settlement to counsel for the Class, counsel for the EEOC, and counsel for Defendants. Class Members who are union-represented employees must also send their Notice of Intent to Object to CWA Counsel. Class Members may also submit written objections to the Court during this same time period.

F. Within ninety (90) days after the Court's final approval of the settlement, CBT and CBIS will mail a Notice of Final Relief to each Class Member who timely submitted a Notice of Intention To Be Included in the Settlement. This Notice will confirm the individual relief set forth in the original Notice of Class Action and Proposed Settlement, and will also set

forth, where applicable, any monetary relief associated with the adjusted net credited service/credited service.

G. In order to receive relief pursuant to the terms of the Settlement Agreement and/or the Consent Decree, a Class Member (or their heir, executor or administrator for any deceased Class Member) shall be required to execute a Release and Waiver, in the form attached hereto as Exhibit B, and such executed Release and Waiver must be sent to the EEOC at the following address: Solvita A. McMillan, Counsel for EEOC, EEOC Cleveland District Office, 1660 West Second Street, Suite 850, Cleveland, Ohio 44113-1412. Class Members who are not disputing the determination of their eligibility for net credited service/credited service or the amount or type of benefits or relief to which they are entitled (see Disputed Claims Process below) must submit their executed Release and Waivers postmarked no later than thirty (30) days after the date of the Notice of Final Relief. Upon the EEOC's receipt of each such executed Release and Waiver form, the EEOC shall send a copy of the executed Release and Waiver form to counsel for CBIS and CBT. Upon the EEOC's receipt of confirmation that each of the respective Class Members have received the relief to which she is entitled pursuant to the terms of this Settlement Agreement and/or Consent Decree, the EEOC shall transmit the original executed release to Defendant.

VII. DISPUTED CLAIMS PROCESS

CBIS and CBT agree that in any case where a Class Member disputes the determination of eligibility for additional net credited service/credited service, either in whole or in part, or the amount or type of benefits to which she is entitled, if any, or any other claim of relief under the terms of this Settlement Agreement and/or Consent Decree, as set forth in the Notice of Final Relief, the Class Member should submit a Notice of Disputed Claim, along with any supporting documentation, to Convergys at: Convergys Corporation, Attn: Diane Thoman, Convergys

Center, 600 Vine Street, 116-1500, Cincinnati, OH 45202, or CBT at: Cincinnati Bell Telephone Company, Attn: Kim Schwering, P.O. Box 2301, Room 102-278, Cincinnati, Ohio 45201. Any such objections must be postmarked no later than thirty (30) days after the postmarked date of the Notice of Final Relief. CBIS or CBT will within fifteen (15) days provide the EEOC with a written explanation of the dispute and any supporting documentation and will allow thirty (30) days for the EEOC to review the disputed claim. Defendants' records with respect to maternity-related leaves will be determinative of whether net credited service/credited service is to be adjusted and the amount of such adjustment unless the Class Member provides independent documentary evidence demonstrating that Defendants' records are incorrect or incomplete. The EEOC agrees to review within thirty (30) days all disputed claims and all related documentation and to state the basis and reason(s) for its decision with regard to any such disputed claim. If CBIS or CBT disagrees with the EEOC's decision, it must advise the Court within thirty (30) days after receipt of the decision, and the Court will resolve the dispute. Objecting Class Members must submit their executed Release and Waiver forms to Solvita A. McMillan, Counsel for EEOC, EEOC Cleveland District Office, 1660 West Second Street, Suite 850, Cleveland, OH 44113-1412 postmarked no later than thirty (30) days after the date of the Court's determination.

VIII. ADDITIONAL TERMS

A. During the term of this Decree, CBIS and CBT shall permit representatives of the EEOC, during normal business hours and with reasonable notice to inspect and copy any records, and to interview any individual, including employees, union members or Defendant representatives, for the purpose of establishing compliance with this Decree.

B. Within fifteen (15) days of the date of entry of this Consent Decree, Defendants CBIS and CBT shall post, on official company bulletin boards, at each of their respective

business locations, a statement of policy, attached hereto as Exhibit C, indicating that Defendants CBIS and CBT will not discriminate against any employee on the basis of sex or any other unlawful reason. This statement of policy shall remain posted for one year.

C. The EEOC may seek enforcement of this Decree only upon a thirty (30) day prior written notice to CBIS and CBT specifying possible problems which may exist regarding compliance with this Decree, and after mutual efforts during such thirty (30) day period to resolve whatever problems may exist.

D. Defendants deny the unlawful practices alleged in this lawsuit and hereby reaffirm their commitment that they will not institute, maintain and/or manage any retirement incentive offer or any similar benefit plan for employees which discriminates on the basis of sex.

E. The procedures and remedies under the Settlement Agreement and Consent Decree for resolution of the rights of class members shall be the exclusive remedies available for all claims that have been raised or could have been raised relating to net credited service/credited service for pregnancy-related leaves of absence taken prior to April 29, 1979.

F. Defendants will not retaliate against any person because such person has filed a charge with the EEOC, or has testified, assisted or participated in any investigation, proceeding or hearing relating to this litigation.

G. If the Court should for any reason not approve the terms of the settlement as outlined in the Consent Decree and accompanying Settlement Agreement, then this Consent Decree and the Settlement Agreement are null and void and without any force or effect. In that event, all parties to the Consent Decree and Settlement Agreement shall stand in the same position without prejudice, as if the Settlement Agreement and Consent Decree had been neither entered into nor filed with the Court.

IT IS SO ORDERED this

2000.

A handwritten signature in black ink, appearing to read "M. P. Schwartz", written over a horizontal line.

UNITED STATES DISTRICT COURT JUDGE

658335.06

CLASS MEMBERS

(CBT; 27 CBIS)

Adams, Barbara	Breetz, Judy A.
Agee, Karen	Bright, Barbara J.
Allen, Bessie L.	Brinkman, Bonita L.
Anderson, Helen L.	Brockman, Mary E.
Anderson, Janet L.	Broerman, Candice S.
Arnold, Sue A.	Brooke, Allana
Arnold, Winifred L.	Brosemer, Nancy
Austing, Suzanne B.	Brown, Alice F.
Baker, Janet	Brown, Brenda
Ball, Brenda	Brown, Carol
Barnes, Teresa	Brown, Gail B.
Barnett, Suzanne	Brown, Hazel M
Bamhart, Juanita	Brown, Peggy A
Bauer, Linda S.	Brown, Ruth
Baughman, Yvonne	Browning, Patricia
Beach, Janice	Broxterman, Patricia A.
Bean, Ruby L.	Bryant, Sandra L.
Beck, Joanne	Buesing, Sandy
Bell, Rena	Burden, Irene T.
Belperio, Barbara	Buring, Teresa P.
Benevengo, Jeanette L.	Burris, Reba K.
Bennett, Kathleen A.	Bursey, Sandra
Berglund, Eloise E.	Burton, Velma
Besse, Rosalie A.	Bush, Katie
Black, Linda	Butler, Jeannette
Black, Nevelyn	Butler, Kathleen
Blackburn, Kathleen H.	Calbert (Stevenson), Gloria
Blair, Glenna	Carmack, Carolyn S.
Blount, Monica	Carmen, Brenda
Bohn, Pamela J.	Carmichael, Barbara B.
Bond, Cheryl	Carroll, Rita D.
Booker, Joyce	Carter, Connie E.
Boone, Mary N.	Carter, Judith A.
Boswell, Lynder J.	Casebolt, Pamela
Bowling, Judith T.	Chadwell, Carolyn
Boyd, Juanetta	Chandler, Joyce L.
Bradbury, Cathleen	Chapman, Ethel L.
Branstetter, Patsy S.	Cheney, Brenda
Bray (Kuhlman), Arthella	Chowning, Debra
Bray, Bonita	Church, Linda
Bray, Susan	Clark, Carol A.
Bready, Patricia	Clark, Rita

Clem, Jane
Clem, Margaret F.
Clements, Janice
Clendenin, Carolyn
Clowers, Darlene
Clyde, Suzanne
Combs, Rose
Combs, Sally E.
Comer, Stephanie M.
Conklin, Dianne M.
Cook, Joan E.
Cook, Linda
Cooper, Betty S.
Coston, Joyce D.
Cottengim, Carol
Cox, Mary
Cox, Rosalyn
Crain, Carolyn I.
Cramer, Sharon
Crowley, Marilyn
Culyer, Brenda R.
Curry, Mary E.
Custard, Elnita
Dakel, Susan
Dale, Sandra R.
Davenport, Ida
Davis, Alyce W.
Davis, Ella
Davis, Louise T.
Davis, Yvonne W.
Dawson, Tessie J.
Day, Alberta
Deaton, Patricia
Dees, Thelma J.
Detmer, Deborah A.
Dickhaus, Sandra L.
Dilg, Carolyn
Dobbs, Marilyn
Dodge, Shirley
Dollenmeyer, Linda K.
Donnelly, Sherry
Donovan, Patricia
Douglas, Susan E.
Dumas, Audrey
Dunham, Peggy A.
Dunn, Sharon C. (CBI)

Dye, Beverly S.
Earl, Etonia
Edmondson, Brenda
Edwards, Barbara J.
Egan, Nancy
Eggemeier, Nancy P.
Elkins-Brown, Deborah G.
Ellington, Linda
Elliott, Linda L.
Emerson, Donna J.
Eppinghoff, Kathleen
Esterkamp, Teresa
Evenson, Sharon A.
Eversole, Joan
Farmer, Brenda
Farmer, Elizabeth
Feldkemp, Carol
Ferguson, Shirley
Finley, Betty
Fisher, Anita
Fithen, Linda
Floyd, Jacqueline
Flynn, Judith A.
Foozer, Janice A.
Fritsch, Doris
Furnish, Betty
Fuson, Marjorie
Fuson, Patricia A.
Gay, Sandra
Gibbons, Delores
Gilbert, Shirley K.
Glacking, Donna
Glass, Dorothy C.
Glass, Dorthy
Glover, Pamela A.
Goetz, Barbara
Goodman, Beverly
Goshorn, Elizabeth
Gray (Manion), Melita
Greco-Barton, Shirley D.
Grizzell (Johnting), Linda K.
Gruelle, Donna M.
Haller, Lana
Hamilton, Pamela J.
Hanrahan, Robyn G.
Hardin, Edith

Hardy, Diane
Harney, Jackie V.
Harnish, Donna
Harris, Sandra J.
Harrison, Brenda J.
Harrison, Mary
Harvey, Linda
Hawkins, Brenda
Hawkins, Joyce
Hayes, Barbara
Henderer, Sandra W.
Henderson, Vernita W.
Henry, Doris
Henry, Mary E.
Heringer, Karen L.
Hetrick, Brenda J.
Hill, Henrietta
Hils, Michael M.
Hoffman, Janavee
Hoffman, Shirley
Holdcroft, Gertrude S.
Holland, Margaret
Holste, Nancy
Hopkins, Paula
Hopper, Rita
Houston, Frieda G.
Houston, Janice G.
Howard, Dolores
Hudson (Grubbs), Barbara A.
Huff, Alice M.
Huffman, Debra L.
Hutchison, Victoria S.
Icenhower, Sheila
Inderhees, Ann
Jackson, Deborah
Jackson, Diane W
Jaeger, Connie A.
Jaehnen, Vida
Jerauld, Ruth A.
Jessup, Diana
Johnson, Gwendolyn
Johnson, Joyce
Johnson, Pamela
Jones, Beverly C.
Jones, Bonita
Jones, Jacqueline A.

Jones, Jacqueline S
Jones, Jerlian
Jones, Mary L.
Jones, Pamela K.
Jones, Sherald V.
Jones, Virginia B.
Jordan, Shirley
Kappes, Deborah J.
Karle, Judith
Karnes, Deborah C.
Kasserman, Sandra
Kelley, Charlotte M.
Kelley, Rose M.
Kessel, Norma
Kindell (Thomas), Elliese
King, Carolyn
King, Dorothy
King, Merle
Klein, Sharon
Knight, Carolyn A.
Kowolonek, Beverly
Kraemer, Victoria L.
Krech, Kathleen A.
Krentz, Phyllis R.
Kruse, Kathleen C.
Kuhl, Linda
Kuhl, Paula H.
Kunkel, Betty
Lampley, Maria
Landrum, Billie Jo
Lattimore, Margo E.
Lawrence, Ellen
Lee, Donna
Lee, Kathy M.
Lell, Donna
Lenhof, Vickie L.
Liming, Louise
Lipscomb, Mary
Lorentz, Rosan
Lotz, Theresa L.
Low, Anita S.
Luther, Rosemary
Malott, Donna
Mann, Elaine M.
Manrod, Connie I.
Margeson, Marilyn

Marinelli, Carol A.
Marshall, Hycinthe
Martin, Alberta
Martin, Darnise
Mason, Martha
Maxey, Linda
Maxfield, Norma L.
Mayhall, Marian K.
Maynard, Marilyn
McCann, Patricia A.
McClure, Vicki K.
McCormack, Nicaela
McDermott, Sharon
McKnight, Vivian
McLendon, Sandra L.
McManus, Janice
McMillan, Sandra
McPherson, (Doward) Linda
McRoberts, Brenda L.
Meece, Donna M.
Mefford, Sally
Megerle, Marianna
Meier, Judith
Menke, Corliss A.
Merckel, Lynette V.
Miller, Cathy A.
Mirick, Marilyn J.
Moats, Deborah D.
Montgomery, Bobbie
Montgomery, Leslee
Morgan, Brenda S.
Morris, Anita S.
Morris, Rita
Moser, Lana
Mueller, Diane
Mulei, Mary
Mullins, Rosemarie
Murphy, Karen
Murray, Brenda
Murray, Sally
Murrell, Mary B.
Neack, Anita
Newberry, Judith A.
Newsome, Cheryl S.
Nezi, Rosemary
Niehaus, Randi J.

Noel, Donna R.
Oberjohn, Judy A.
O'Brien, Mary E.
Ogden, Barbara L.
Oliver, Denise
Oliver, E. Mae
Osbourn, Nelda
Owens, Patsy
Panko, Doris A.
Park, Christine L.
Parsons, Jean
Parsons, Judith A.
Payne, Vickie
Peak, Deborah
Peebles, Barbara A.
Perry, Beverly S.
Person, Jo Ann
Petry, Denise M.
Phillips, Marie N
Philpot, Judith
Piepmeier, Mary J
Pittman, Pamela
Podracky, Beverly J.
Powell, Maxine
Pritchett, Debra A.
Radenheimer, Beverly L.
Rahe, Zella B.
Railey, Carol
Raymond, Mary Ann
Reddick, Gwendolyn C.
Reese, Geraldine
Reiff, Dora M.
Reilley, Janice
Reitman, Lynda
Renner, Janrose J.
Reynolds, Arzella
Reynolds, Brenda
Rhoades, Karen A.
Rhodes, Vanita
Rice, Lena
Ries, Sandra P.
Riley, Linda W.
Rivers, Ann
Roch, Alice
Rogers, Shirley
Romer, Kim B.

Roper (Sanders), Veronica
Rushing, Marvinna
Scales, Margaret
Scalf, Gayle F.
Scheid, Sharon
Schockman, Linda
Schroer, Karen
Schwab, Mary
Scigiulo, Rita
Scott, Linda Y.
Scott, Nancy L.
Sears, Shirley
Sebastian, Marjorie
Shaw, Beatrice R.
Sheriff, Cheryl
Shook, Myrle C.
Short, Benedette A.
Silmond, Beatrice B.
Simkonis, Susan C.
Simpson, Linda E.
Sims, Judy I.
Singleton, Patricia A.
Slagle, Mary
Smith, Carolyn S.
Smith, Gwendolyn
Smith, Janice
Smith, Kathy
Smith, Sharon A.
Soldano, Donna L.
Solomon, Deborah L.
South, Barbara
Soward, Donna
Sparks, Pamela R.
Spille, Susan
Spradley, Laura E.
Staples, Doloris
Steffan, Carol H.
Stein, Michelle L.
Steinfort, Linda
Stephens, Anna
Stevens, Cynthia L.
Stevenson, Patricia
Stewart, Elaine
Stulz, Mary Ann
Sullivan, Lana
Sutherlin, Eleanora

Tate, Sharon C.
Taylor, Gladys
Taylor, Lois
Teismann, Beverly
Terwilliger, Patricia
Teschner, Beverly
Thoman, Mary
Thompson, Angela W.
Thompson, Thomasene
Toller, Sandra L.
Torres, Gloria
Tucker, Ruth A.
Tucker, Sherryll R.
Turner, Dana
Turner, Wanda
Urk, Linda R.
Vann, Jessie
Vickers, Sharon
Vogt, Katherine M.
Von Holle, Anita L.
Wahler, Sandra E.
Wainscott, Juanita
Walker, Doris
Wallace, Connie
Warrix, Cynthia A.
Wartman, Claudia
Wartman, LaDonna
Washington, Yvonne
Webster, Fern
Weingartner, Joan M.
West, Willie
Wetterich, Patsy
Whalen, Sherry
Wherry, Linda
Whiles, Kathleen
White, Pearlean
White-McCrary, Indiaolo
Wichmann, Geralyn S.
Wiethorn, J. Susan
Williams, Betty
Williams, Helen
Williams, Laura
Williams, Rosa L.
Williams, Sheila
Wills, Connie
Wills, Terri A.

Winburn, Kathleen
Winbush, Connie
Wise, Rosilyn
Wolfgang, Diana
Wong, Vicky L.
Woods, Mary
Woosley, Janet
Wurtelbacher (Beasley), Pat
Wyrick, Barbara H.
Yauch, Beverly
Ziegler, Patricia A.
Zoller (Bersaglia), Adrienne

727638.01

RELEASE AND WAIVER

I, _____, in consideration of the terms of the Consent Decree which has been entered in the case styled Equal Employment Opportunity Commission "EEOC", et al.. v. Cincinnati Bell Information Systems, et al., Civil Action No. C-1-98-383, U.S. District Court for the Southern District of Ohio, Western Division, hereby release and waive any claim that I may have against Cincinnati Bell Information Systems, Cincinnati Bell Telephone, Convergys Corporation, and corporate entities related to Cincinnati Bell Information Systems and Cincinnati Bell Telephone which is covered by the allegations in the EEOC's Complaint in the above-cited court action and/or EEOC Charge Nos. 221960240 and 221960241, or in Plaintiff-Intervenor Suzanne Barnett's Complaint in Intervention.

I further acknowledge that the contents of this release and waiver and its meaning have been explained to me and I understand its terms.

Date

Signed

THIS FORM MUST BE MAILED TO:

**SOLVITA A. MCMILLAN
COUNSEL FOR EEOC
CLEVELAND DISTRICT OFFICE
1660 WEST SECOND STREET, SUITE 850
CLEVELAND, OH 44113-1412**

AND POSTMARKED NO LATER THAN [30 DAYS AFTER POSTMARKED DATE OF NOTICE OF FINAL RELIEF OR 30 DAYS AFTER COURT'S DETERMINATION OF ANY CLAIM DISPUTE OR OBJECTION YOU RAISE].

NOTICE OF SETTLEMENT

This Notice is being posted pursuant to the Consent Decree issued in EEOC. et al. v. Cincinnati Bell Information Systems, et al. Civil Action No. C-1-98-383 (S.D. Ohio W.D.).

On May 28, 1998, the Equal Employment Opportunity Commission ("EEOC") filed a class action lawsuit on behalf of present and former female employees of Cincinnati Bell Information Systems Inc. and Cincinnati Bell Telephone, against Cincinnati Bell Information Systems Inc. and Cincinnati Bell Telephone and others, alleging violations of the Equal Pay Act of 1963 and Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000(e) *et seq.* regarding how Cincinnati Bell Telephone and Cincinnati Bell Information Systems Inc. ("Employers") used net credited service/credited service in determining certain pension benefits. The lawsuit alleged that the failure to provide service credit for periods of time that female employees spent on maternity leave prior to April 29, 1979 constituted discrimination against female employees. The Employers defended by denying liability on the basis that the law regarding pregnancy discrimination was different prior to that time.

After assessing the claims, counsel for the parties negotiated what they believe to be a fair settlement. The settlement has been reviewed by the Court and after holding a hearing on the fairness of the proposed settlement, the Court approved the parties' Settlement Agreement and entered a Consent Decree. The Consent Decree was approved and entered by Judge Sandra S. Beckwith on Y/17rJ^{00&} •

The settlement provides the opportunity to receive various forms of relief to an estimated number of 464 female class members, and those persons who may be eligible have been sent notices of the relief they may claim. Pursuant to the terms of the settlement Cincinnati Bell Information Systems and Cincinnati Bell Telephone express their continued commitment to equal employment opportunity.

This Notice shall remain posted for one year following the Court's approval and entry of the Consent Decree.

Any person who has questions about the settlement should contact Solvita A. McMillan, Trial Attorney or Teresa Personen, Paralegal Specialist, EEOC Cleveland District Office, 1660 West Second Street, Suite 850, Cleveland, Ohio 44113-1412, telephone number: (216) 522-7453 or (216) 522-7452.