IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO,	§	
Plaintiff	§	
	§	
v.	§	
	§	
AT&T Inc.; AT&T Corporation; AT&T Mobility, LLC; Southwestern Bell Telephone, L.P.; SBC Advanced Solutions, Inc.; SBC DataComm, Inc.; SBC Operations, Inc.; SBC Services, Inc.; SBC Telecom, Inc.; BellSouth Telecommunications; Ameritech Corporation; Illinois Bell Telephone Company; Indiana Bell Telephone Company, Incorporated; Ohio Bell Telephone Company; Wisconsin Bell, Inc.; Michigan Bell Telephone Company; Ameritech Advanced Data Services of Illinois, Inc.; Ameritech Advanced Services of Indiana, Inc.; Ameritech Advanced Data Services of Ohio, Inc.; Ameritech Advanced Data Services of Wisconsin, Inc.; Ameritech Services, Inc.; Pacific Bell/Nevada Bell; Pacific Bell Home Entertainment; Pacific Bell Information Services Maintenance Notification Group; SBC Telecom, Inc. – Network Operations; Southern New England Telecommunications Corporation; The Southern New England Telephone Company; SNET Diversified Group, Inc.; SNET America, Inc.,	§	**Civil Action No. _____**
Defendants.	§	

COMPLAINT

Herein the **Communications Workers of America, AFL-CIO**, a labor union that represents hundreds of thousands of American workers in the

telecommunications and data transmission industry, seeks injunctive, declaratory, and compensatory judicial relief under Section 301 of the Labor-Management Relations Act of 1947, 29 U.S.C. §185, from the Defendants' systematic disregard and repudiation of collective bargaining contractual obligations through the use of disguised alter ego relationships by which the Defendants have engaged in, and will continue to engage in absent judicial intervention, serious and widespread contractual breaches with claimed impunity. Plaintiff **Communications Workers of America, AFL-CIO** ("**CWA**" or "**Union**") brings suit against the following Defendants, all of which are related through common ownership, management and control, and all of which are in fact and law bound to the obligations of collective bargaining agreements with **CWA**:

AT&T Inc.
AT&T Corporation
AT&T Mobility, LLC
Southwestern Bell Telephone, L.P.
SBC Advanced Solutions, Inc.
SBC DataComm, Inc.
SBC Operations, Inc.
SBC Services, Inc.
SBC Telecom, Inc.
BellSouth Telecommunications, Inc.
Ameritech Corporation
Illinois Bell Telephone Company
Indiana Bell Telephone Company, Incorporated
Ohio Bell Telephone Company
Wisconsin Bell, Inc.
Michigan Bell Telephone Company
Ameritech Advanced Data Services of Illinois, Inc.
Ameritech Advanced Data Services of Indiana, Inc.
Ameritech Advanced Data Services of Ohio, Inc.
Ameritech Advanced Data Services of Wisconsin, Inc.
Ameritech Services, Inc.
Pacific Bell/Nevada Bell
Pacific Bell Home Entertainment
Pacific Bell Information Services Maintenance Notification Group

SBC Telecom, Inc. – Network Operations
Southern New England Telecommunications Corporation
The Southern New England Telephone Company
SNET Diversified Group, Inc.
SNET America, Inc.
AT&T Internet Services

A. JURISDICTION

1. The Court's jurisdiction over this action is founded upon 28 USC §1331; 28 USC §1337; and Section 301 of the Labor Management Relations Act of 1947, 29 USC §185.

B. VENUE

2. Venue of this action properly lies in this Court under 28 USC §1391, because one or more of the Defendants reside in this judicial district and because a substantial part of the events or omissions giving rise to the claim occurred and threaten to continue occurring in this judicial district; and under 29 USC §185(a), because this District Court has jurisdiction of the parties.

C. PARTIES

3. Plaintiff **CWA** is a labor organization that represents employees in an industry affecting commerce within the meaning of Section 301 of the Labor Management Relations Act of 1947, 29 USC §185. **CWA** is the duly recognized exclusive representative for the purpose of collective bargaining over wages, hours and other terms and conditions of employment of many thousands of employees of the Defendants. **CWA** brings this action as an entity and in behalf of the employees whom it represents within the meaning of Section 301 of the Labor Management Relations Act of 1947, 29 USC §185.

4. The Defendants named above are employers whose activities affect commerce within the meaning of Section 301 of the Labor Management Relations Act of 1947, 29 USC §185. The aforesaid Defendants are contractually bound by virtue of collective bargaining agreements to recognize **CWA** as the exclusive representative and collective bargaining agent of their several applicable collective bargaining units of employees. The aforesaid Defendants are parties to collective bargaining agreements with **CWA** covering the wages, hours, and other terms and conditions of employment of such employees.

5. The Defendants and applicable successors, if any, may be served with judicial process as follows:

(1) **AT&T Inc.** – by service upon its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(2) **AT&T Corporation** - by service upon its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(3) **AT&T Mobility, LLC** - by service upon its registered agent, CORPORATION SERVICE COMPANY at 701 Brazos Street, Suite 1050, Austin, Texas 78701.

(4) **Southwestern Bell Telephone, L.P.** – by service upon its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(5) **SBC Advanced Solutions, Inc.** – by service upon its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(6) **SBC DataComm, Inc.** – by service upon its agent and alter ego, **AT&T Inc.**, c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(7) **SBC Operations, Inc.** – by service upon its agent and alter ego, **AT&T Inc.**, c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(8) **SBC Services, Inc.** – by service upon its agent and alter ego, **AT&T Inc.**, c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(9) **SBC Telecom, Inc.** – by service upon its agent and alter ego, **AT&T Inc.**, c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(10) **BellSouth Telecommunications, Inc.** – by service upon its registered agent, CORPORATION SERVICE COMPANY, at 701 Brazos, Suite 1050, Austin, Texas 78701.

(11) **Ameritech Corporation** – by service upon its agent and alter ego, **AT&T Inc.**, c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(12) **Illinois Bell Telephone Company** – by service upon its agent and alter ego, **AT&T Inc.**, c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(13) **Indiana Bell Telephone Company, Incorporated** – by service upon its agent and alter ego, **AT&T Inc.**, c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(14) **Ohio Bell Telephone Company** – by service upon its agent and alter ego, **AT&T Inc.**, c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(15) **Wisconsin Bell, Inc.** – by service upon its agent and alter ego, **AT&T Inc.**, c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(16) **Michigan Bell Telephone Company** – by service upon its agent and alter ego, **AT&T Inc.**, c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(17) **Ameritech Advanced Data Services of Illinois, Inc.** – by service upon its agent and alter ego, **AT&T Inc.**, c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(18) **Ameritech Advanced Data Services of Indiana, Inc.** – by service upon its agent and alter ego, **AT&T Inc.**, c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(19) **Ameritech Advanced Data Services of Ohio, Inc.** – by service upon its agent and alter ego, **AT&T Inc.**, c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(20) **Ameritech Advanced Data Services of Wisconsin, Inc.** – by service upon its agent and alter ego, **AT&T Inc.**, c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(21) **Ameritech Services, Inc.** – by service upon its agent and alter ego, **AT&T Inc.**, c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(22) **Pacific Bell/Nevada Bell** – by service upon its agent and alter ego, **AT&T Inc.**, c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(23) **Pacific Bell Home Entertainment** – by service upon its agent and alter ego, **AT&T Inc.**, c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(24) **Pacific Bell Information Services Maintenance Notification Group** – by service upon its agent and alter ego, **AT&T Inc.**, c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(25) **SBC Telecom, Inc.–Network Operations** – by service upon its agent and alter ego, **AT&T Inc.**, c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(26) **Southern New England Telecommunications Corporation** – by service upon its agent and alter ego, **AT&T Inc.**, c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(27) **The Southern New England Telephone Company** – by service upon its agent and alter ego, **AT&T Inc.**, c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(28) **SNET Diversified Group, Inc.** – by service upon its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(29) **SNET America, Inc.** – by service upon its agent and alter ego, **AT&T Inc.**, c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

(30) **AT&T Internet Services -** by service upon SBC Internet Services, Inc. c/o its registered agent, CT CORPORATION SYSTEM at 350 N. St. Paul Street, Dallas, Texas 75201.

6. Defendant **AT&T Inc.** owns all of the other Defendants named in the foregoing paragraph. Defendant **AT&T Inc.** purports not to be a party to the collective bargaining agreements between the other named Defendants and **CWA** with respect to applicable collective bargaining units of employees. Defendant **AT&T Inc.**'s claim of non-party status in relation to **CWA**'s collective bargaining contracts is a fiction behind which Defendant **AT&T Inc.** hides in order to violate **CWA**'s contracts with claimed impunity. As a matter of fact and law, however, Defendant **AT&T Inc.** is a party to each such collective bargaining agreement and is responsible for compliance with and breaches of the contracts; and all the other Defendants are agents and alter egos of Defendant **AT&T Inc.** with respect to each applicable collective bargaining agreement.

D. COLLECTIVE BARGAINING AGREEMENTS AND PARTIES THERETO

7. Defendants **Southwestern Bell Telephone, L.P.**, **SBC Advanced Solutions, Inc.**, **SBC DataComm, Inc.**, **SBC Operations, Inc.**, **SBC Services, Inc.**, and **SBC Telecom, Inc.** jointly entered into a collective bargaining contract with **CWA** on April 4, 2004, effective that date, and due to expire on April 4, 2009. The contract states that the forenamed Defendants **Southwestern Bell Telephone, L.P.**, **SBC Advanced Solutions, Inc.**, **SBC DataComm, Inc.**, **SBC Operations, Inc.**, **SBC Services, Inc.**, and **SBC Telecom, Inc.** are "collectively called the 'Company' or 'Management'". For purposes of this Complaint, the collective bargaining agreement referred to in this paragraph may be referred to hereinafter as the "**Southwestern**" contract and the forenamed Defendants may be referred to collectively as the **Southwestern** Defendants.

8. The **Southwestern** contract is a single, unitary agreement. The workers covered by the **Southwestern** contract constitute a single, unitary collective bargaining unit. The workers whose wages, hours, and conditions of employment are governed by the **Southwestern** contract are located generally in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas.

9. Defendants **Ameritech Corporation**, **Illinois Bell Telephone Company**, **Indiana Bell Telephone Company, Incorporated**, **The Ohio Bell Telephone Company**, **Wisconsin Bell, Inc.**, **Michigan Bell Telephone Company**, **Ameritech Advanced Data Services of Illinois, Inc.**, **Ameritech Advanced Data Services of Indiana, Inc.**, **Ameritech Advanced Data Services of Michigan, Inc.**, **Ameritech Advanced Data Services of Ohio, Inc.**, **Ameritech Advanced Data Services of Wisconsin, Inc.**, and **Ameritech Services, Inc.** jointly entered into a collective bargaining contract with **CWA** on April 4, 2004, effective that date, and due to expire on April 4, 2009. The contract states that the forenamed Defendants "may be hereinafter referred to, separately and collectively, as the 'Company'". For purposes of this Complaint, the collective bargaining agreement referred to in this paragraph may be referred to hereinafter as the "**Ameritech**" contract and the forenamed Defendants may be referred to collectively as the **Ameritech** Defendants.

10. The **Ameritech** contract is a single, unitary agreement. The workers covered by the **Ameritech** contract constitute a single, unitary collective bargaining unit. The workers whose wages, hours, and conditions of employment

are governed by the **Ameritech** contract are located generally in the states of Illinois, Indiana, Michigan, Ohio, and Wisconsin.

11. Defendants **Pacific Bell/Nevada Bell**, **SBC Advanced Solutions, Inc.**, **Pacific Bell Home Entertainment**, **Pacific Bell Home Information Services Maintenance Notification Group**, **SBC Telecom, Inc. in Las Vegas**, **SBC Telecom, Inc.-Network Operations**, and **SBC Services, Inc.** jointly entered into a collective bargaining contract with **CWA** on April 4, 2004, effective that date, and due to expire on April 4, 2009. The contract states the forenamed Defendants are "hereinafter collectively referred to as the 'Companies'". For purposes of this Complaint, the collective bargaining agreement referred to in this paragraph may be referred to hereinafter as the "**Pacific**" contract and the forenamed Defendants may be referred to collectively as the **Pacific** Defendants.

12. The **Pacific** contract is a single, unitary agreement. The workers covered by the **Pacific** contract constitute a single, unitary collective bargaining unit. The workers whose wages, hours, and conditions of employment are governed by the **Pacific** contract are located generally in the states of Nevada and California.

13. The corporations and business entities named in the foregoing paragraphs 7, 9, and 11 as signatory parties to the **Southwestern**, **Ameritech**, and **Pacific** agreements are successors to companies that prior to 1984 were subsidiaries of **AT&T Corporation** and part of what was known as the Bell System, with **AT&T Corporation** as the parent corporation of the Bell System. Prior to 1984, **CWA** conducted centralized collective bargaining negotiations with **AT&T Corporation** in which **AT&T Corporation** negotiated and contracted on behalf of all its

subsidiary companies, including but not limited to the predecessors of the currently named **Southwestern**, **Ameritech**, and **Pacific** Defendants. **AT&T Corporation's** subsidiaries in the Bell System also negotiated separate localized contracts with **CWA.** Through the vertical integration of each subsidiary with the parent corporation, each separate localized agreement between **CWA** and a Bell System company incorporated provisions negotiated nationally with **AT&T Corporation** in addition to the separate localized provisions. **AT&T Corporation** as the parent corporation was a recognized party to the contracts through the vertical integration of the system.

14. In 1984 the Bell System divested from **AT&T Corporation** pursuant to judicial decree resulting from antitrust litigation. Several newly formed Regional Bell Operating Companies ("RBOCs") became parent corporations of former Bell System subsidiaries within the geographic regions assigned respectively to the several new RBOCs. Meanwhile **AT&T Corporation** continued as a separate company unrelated to the new RBOCs and their subsidiaries, and even a competitor to the RBOCs. The RBOCs succeeded to the collective bargaining agreements with **CWA** covering applicable respective employee bargaining units.

15. Southwestern Bell Corporation was one of the RBOCs.

16. In or about 1995 Southwestern Bell Corporation changed its name to SBC Communications, Inc.

17. In or about 1997, SBC Communications, Inc. acquired the RBOC named **Pacific Telesis** and its subsidiaries. Through such acquisition, SBC Communications, Inc. became the owner of the employer parties to the above

described **Pacific** contract as named in the foregoing paragraph 11, or their predecessors. SBC Communications, Inc. owned the employer parties to the **Pacific** agreement as of **CWA's** entry into that agreement in April 2004.

18. In or about 1999, SBC Communications, Inc. acquired the RBOC named **Ameritech** and its subsidiaries. Through such acquisition, SBC Communications, Inc. became the owner of the employer parties to the above described **Ameritech** contract as named in the foregoing paragraph 9, or their predecessors. SBC Communications, Inc. owned the employer parties to the **Ameritech** agreement as of **CWA's** entry into that agreement in April 2004.

19. Southwestern Bell Corporation owned the employer parties to the above described **Southwestern** contract as named in the foregoing paragraph 7, or their predecessors, prior to its renaming as SBC Communications, Inc. SBC Communications, Inc. owned the employer parties to the **Southwestern** contract as of **CWA's** entry into that agreement in April 2004.

20. Defendants **Southern New England Telecommunications Corporation**, **The Southern New England Telephone Company**, **SNET Diversified Group, Inc.**, **Woodbury Telephone Company** [subsequently dissolved; see comment below], and **SNET America Inc.** jointly entered into a collective bargaining contract with **CWA** on April 4, 2004, effective that date, and due to expire on April 4, 2009. The contract states that the forenamed **Southern New England Telecommunications Corporation**, **The Southern New England Telephone Company**, **Woodbury Telephone Company, SNET Diversified Group, Inc.**, and **SNET America Inc.** are "hereinafter referred to individually and collectively

as ‘SNET’, ‘SBC East’, or the “Company’”. **Woodbury Telephone Company** was subsequently dissolved, thus is not named as a Defendant in this action. For purposes of this Complaint, the collective bargaining agreement referred to in this paragraph may be referred to hereinafter as the “**SNET**” contract and the forenamed Defendants **Southern New England Telecommunications Corporation**, **The Southern New England Telephone Company**, **SNET Diversified Group, Inc.**, and **SNET America Inc.** may be referred to collectively as the **SNET** Defendants.

21. The **SNET** contract is a single, unitary agreement. The workers covered by the **SNET** contract constitute a single, unitary collective bargaining unit. The workers whose wages, hours, and conditions of employment are governed by the **SNET** contract are located generally in the state of Connecticut.

22. In or about 1998, SBC Communications, Inc. acquired the **Southern New England Telecommunications Corporation** and its subsidiaries. (Though **SNET** was not officially an RBOC under the Bell System antitrust decree, **AT&T Corporation** divested it in 1984 similarly to divesting the RBOCs.) Through such acquisition, SBC Communications, Inc. became the owner of the employer parties to the above-described **SNET** contract as named in the foregoing paragraph 20, or their predecessors. SBC Communications, Inc. owned the employer parties to the **SNET** agreement as of **CWA’s** entry into that agreement in April 2004.

23. In or about 2005, SBC Communications, Inc. acquired the Defendant **AT&T Corporation**. SBC Communications, Inc. changed its name to **AT&T Inc.**

and continued as the owner of the employer parties to the **Southwestern**, **Ameritech**, **Pacific**, and **SNET** agreements.

24. Defendant **BellSouth Telecommunications, Inc.** entered into a collective bargaining contract with **CWA** on August 8, 2004, effective that date, and due to expire on August 8, 2009. For purposes of this Complaint, the collective bargaining agreement referred to in this paragraph may be referred to hereinafter as the "**BellSouth**" contract.

25. The **BellSouth** contract is a single, unitary agreement. The workers covered by the **BellSouth** contract constitute a single, unitary collective bargaining unit. The workers whose wages, hours, and conditions of employment are governed by the **BellSouth** contract are located generally in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

26. In or about 2006, during the term of **CWA's** current agreement with Defendant **BellSouth Telecommunications, Inc.**, Defendant **AT&T Inc.** acquired the RBOC BellSouth Corporation and its subsidiaries, including Defendant **BellSouth Telecommunications, Inc**.

27. Defendant **AT&T Corporation** entered into a new collective bargaining agreement with **CWA** on December 11, 2005, after the acquisition of **AT&T Corporation** by SBC Communications, Inc. and the latter's name change to **AT&T Inc.** The aforesaid agreement is due to expire on April 4, 2009. The aforesaid contract succeeded to the previous agreement between **CWA** and **AT&T Corporation**. The collective bargaining agreement between **CWA** and

AT&T Corporation was a single, unitary agreement covering a single, unitary employee bargaining unit before SBC Communications, Inc. purchased **AT&T Corporation**, and remains a single, unitary national agreement. **AT&T Corporation** remains a named entity and party to the aforesaid **CWA** contract. For purposes of this Complaint, the collective bargaining agreement referred to in this paragraph may be referred to as the "**Legacy T**" contract, a description Defendant **AT&T Inc**. coined for reference to Defendant **AT&T Corporation**.

28. The workers covered by the **Legacy T** contract constitute a single, unitary national collective bargaining unit. The workers whose wages, hours, and conditions of employment are governed by the **Legacy T** contract are located generally in all the states where Defendant **AT&T Inc.** operates through its alter egos, the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants. The **Legacy T** employee bargaining unit is a separate employee bargaining unit from the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units. The **Legacy T** contract was negotiated to govern the wages, hours, and conditions of employment of workers performing different jobs than those covered by the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** contracts, under different wage rates, benefits, conditions of employment, and seniority systems. As further described below, the **Defendants** have and are continuing to disregard and violate the terms of the **Legacy T** contract and all other aforesaid contracts.

29. In or about 2000, SBC Communications, Inc. and BellSouth Corporation created a mobile telephone carrier through a joint venture, which they named Cingular Wireless, LLC.

30. Upon Defendant **AT&T Inc.'s** acquisition of BellSouth Corporation, **AT&T Inc.** became sole owner of Cingular Wireless, LLC and renamed it **AT&T Mobility, LLC.** Through the creation of Defendant **AT&T Mobility, LLC**, Defendant **AT&T Inc.** established a **wireless** business of continental scope, which according to reports immediately became the second largest mobile telephone carrier in the United States.

31. **CWA** and Cingular Wireless, LLC negotiated and entered into a collective bargaining agreement effective from February 29, 2004 to February 24, 2008, governing the wages, hours, and conditions of employment for a collective bargaining unit of applicable employees located in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas. Defendant **AT&T Mobility, LLC** replaced Cingular Wireless, LLC as the employer party to the aforesaid contract upon the renaming of the former as the latter. Defendant **AT&T Mobility, LLC** and **CWA** negotiated a successor agreement that became effective on February 25, 2008, with an expiration date of February 24, 2012. For the purposes of this Complaint the collective bargaining agreement described in this paragraph, covering **AT&T Mobility, LLC** employees in Arkansas, Kansas, Missouri, Oklahoma, and Texas, may be referred to as the "**Mobility Southwestern**" contract.

32. **CWA** and Cingular Wireless, LLC negotiated and entered into a collective bargaining agreement effective from February 6, 2005 to February 7, 2009, governing the wages, hours, and conditions of employment for a collective bargaining unit of applicable employees located in CWA Districts 1, 2, 4, 7, 9 and 13. Defendant **AT&T Mobility, LLC** replaced Cingular Wireless, LLC as the employer party to the aforesaid contract upon the renaming of the former as the latter. For the purposes of this Complaint the collective bargaining agreement described in this paragraph may be referred to as the "**Mobility Multi-District**" contract. The aforesaid contract is a single, unitary agreement covering a single, unitary bargaining unit of **AT&T Mobility, LLC** employees. The six administrative Districts of **CWA** that define the bargaining unit of the **Mobility Multi-District** contract cover Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, Vermont, Maryland, Virginia, West Virginia, the District of Columbia, Illinois, Indiana, Michigan, Ohio, Wisconsin, Alaska, Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, Wyoming, California, Hawaii, Nevada, Delaware, and Pennsylvania.

33. **CWA** and Cingular Wireless, LLC negotiated and entered into a collective bargaining agreement effective from March 27, 2006 to March 26, 2010, governing the wages, hours, and conditions of employment for a collective bargaining unit of applicable employees located in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee. Defendant **AT&T Mobility, LLC** replaced Cingular Wireless, LLC as

the employer party to the aforesaid contract upon the renaming of the former as the latter. For the purposes of this Complaint the collective bargaining agreement described in this paragraph may be referred to as the "**Mobility BellSouth**" contract. The aforesaid contract is a single, unitary agreement covering a single, unitary bargaining unit of **AT&T Mobility, LLC** employees.

34. To the extent any of the Defendants that are named as parties to collective bargaining agreements as described in the foregoing paragraphs 7, 9, 11, 20, 24, and 27 have changed their corporate or business-entity names since the execution of the above-described collective bargaining agreements, all references to such Defendants are intended to include any changed corporate or business-entity names. To the extent that any of the aforesaid Defendants operate under "doing/business/as" names, all references to such Defendants are intended to include any "doing/business/as" names.

35. In our about March 2005, **CWA** entered into an agreement with a subsidiary of SBC Communications, Inc. known as SBC Internet Services, Inc., for the creation of a "National Internet Contract" to establish the negotiated benefits for employees of SBC Communications, Inc. and its subsidiaries performing work that was associated with the enterprise's Internet products and features but that was separate and apart from the work performed by employees in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units.

36. Subsequent to SBC Communications, Inc.'s purchase of **AT&T Corporation** and renaming of itself as **AT&T Inc.**, Defendant **AT&T Inc.**

"created" Defendant **AT&T Internet Services** as a successor to SBC Internet Services, Inc. In or about March 2008, **CWA** and Defendant **AT&T Internet Services** entered into a national collective bargaining agreement, retroactively effective July 22, 2007. The workers whose wages, hours, and conditions of employment are governed by the **AT&T Internet Services** contract are located generally in all the states where Defendant **AT&T Inc.** operates through its agents and alter egos, the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants.

E. STATEMENT OF FACTS – CORPORATE REORGANIZATION

37. With the acquisition of BellSouth Corporation, followed quickly by the creation of Defendant **AT&T Mobility, LLC**, Defendant **AT&T Inc.** consummated a partial re-consolidation of the Bell System enterprise that existed prior to the 1984 divestiture.

38. In or about the latter half of 2007 and continuing through 2008 to at least the present time, Defendant **AT&T Inc.** undertook and continues to undertake with accelerating pace a corporate reorganization with the purpose and effect of tightening the vertical integration of the enterprise so as to establish and maintain full control of the operations of all components and subsidiaries of Defendant **AT&T Inc.** from the executive level of Defendant **AT&T Inc.** to the lowest operational levels of its subsidiaries and components, including all other named Defendants in this action.

39. The **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** collective bargaining contracts are historically rooted in collective bargaining agreements

between **CWA** and geographically defined regional or state-level operating companies. The current agreements descend from such geographically defined regional or state-level agreements by direct descent through consecutive successor agreements. As seen by the identities and descriptions of the employers that are parties to the current **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** agreements as shown in the foregoing paragraphs 7, 9, 11, 20 and 25, these agreements remain rooted in geographically defined company structures.

40. Nevertheless, Defendant **AT&T Inc.** has reorganized its corporate structure along vertical functional lines that disregard the geographically rooted lines of the current **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** collective bargaining agreements. As part and parcel of such reorganization, Defendant **AT&T Inc.** has increased and tightened the vertical integration of itself with the other Defendants named in this action in order to increase and tighten its control of the management and operations of such Defendants, all of which though nominally and fictionally separate from Defendant **AT&T Inc.** in management and operations, are in fact and in law alter egos of Defendant **AT&T Inc.** whose management and operations are tightly directed and controlled by Defendant **AT&T Inc.**

41. Defendant **AT&T Inc.** and its alter egos herein named as Defendants are on a continuing and increasing basis utilizing their newly tightened and increased vertical integration as a means to violate contractual obligations to **CWA** and the employees whom it represents on a serious and widespread basis, while at the

same time utilizing the corporate fiction of vertical separateness to mask the vertical alter ego relationships and to avoid responsibility for such serious and widespread breaches of contractual obligations with false representations to the effect that Defendant **AT&T Inc.** is not a party to its subsidiary Defendants' actions and that the subsidiary Defendants are not parties to Defendant **AT&T Inc.'s** actions. Whereas in fact and in law, as vertical alter egos the Defendant **AT&T Inc.** is indeed a party to its subsidiary Defendants' actions and the subsidiary Defendants are indeed parties to Defendant **AT&T Inc.'s** actions.

42. The Defendant **AT&T Inc.** has made no secret of the ongoing integration described herein and reconstitution of the vertical integration of the pre-divestiture Bell System. To the contrary, the Defendant **AT&T Inc.** has increasingly in the recent past, and continues increasingly on an ongoing basis, to announce the ongoing tightening vertical integration publicly, while at the same time denying to **CWA** the vertical alter ego relationships and contractual bonds that in fact and in law accompany the increased and increasing vertical integration.

43. By way of example, a December 2007 "AT&T Inc. Management" diagram promulgated by Defendant **AT&T Inc.** displays new vertical integration by business function in disregard of the geographically organized collective bargaining units and agreements, with each newly integrated business function reporting in straight lines directly to Randall Stephenson, Chairman, Chief Executive Officer, and President of Defendant **AT&T Inc.** at the corporate apex.

44. By way of further example, a press release issued to the public on or about March 5, 2008 by Defendant **AT&T Inc.** announced a further integration and consolidation along functional lines, i.e., "combining consumer, business and network field operations into a national organization", in disregard of the existing geographically organized collective bargaining units and agreements. The press release quoted an employee of Defendant **AT&T Inc.**, John Stankey, identified as Group President – Telecom Ops, as stating on behalf of Defendant **AT&T Inc.:**

> "This is a natural next step in our move from a collection of regional companies to one AT&T focusing on winning customers with consistently high-quality products and service no matter geography. We're structuring the business around customer segments so we can move faster and more efficiently as one organization, implementing the best sales, service and technology solutions across our footprint to give customers the connectivity they want." (Emphasis added).

Telecom Ops is not a corporation nor is it a recognized employer entity that is party to a **CWA** collective bargaining agreement, but rather, it is a disguised continuance of the employer entities named as parties to the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** collective bargaining agreements, given a fictitious existence by Defendant **AT&T Inc.** for the purpose, wholly or in substantial part, of diminishing employees' contractually protected conditions of employment while engaging in false pretenses that the Defendants who are parties to the foregoing collective bargaining agreements are not responsible to **CWA** for the actions of "Telecom Ops Group" at a purported corporate level

superior to them and likewise “Telecom Ops Group” as an arm of purported contract non-party **AT&T Inc.** is not responsible to **CWA** for collective bargaining contract compliance.

45. Meanwhile, evidencing the vertical integration of Defendant **AT&T Inc.** and the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants, the “AT&T Inc. Management” diagram of December 2007 displays the above-mentioned John Stankey, the “Group President” of “Telecom Ops Group” and an employee of Defendant **AT&T Inc.,** as reporting directly to Randall Stephenson, the Chairman, Chief Executive Officer, and as bearing the job responsibility of “Responsible for sales, marketing, operations and network for AT&T’s five regional telecom units…”

46. For the purposes of this and subsequent applicable paragraphs of this Complaint, Defendant **AT&T Corporation** may be referred to as “**Legacy T**”, a term used by the Defendants, and the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants may be referred to separately or collectively as “**Legacy S**” employers, a term used by the Defendants. In or about December 2007, a senior corporate manager who reported to John Stankey under the “Telecom Ops Group” informed **CWA** on behalf of Defendant **AT&T Inc.** that **CWA**-represented **Legacy T** technician employees and **CWA**-represented **Legacy S** technician employees were going to be consolidated into merged work groups under single supervisors and that the affected **Legacy T** employees would be subject to being assigned to perform the work of affected **Legacy S** employees and vice versa. The **AT&T Corporation/Legacy T** employee

bargaining units are separate from the **Legacy S** employee bargaining units under different contracts with different wages, hours and working conditions. **CWA** asked to arrange a meeting with the above-mentioned senior manager, to take place on February 8, 2008, because the several affected national Vice Presidents of **CWA** who were responsible for policing the **Legacy T** contract and the five **Legacy S** contracts wished to further discuss the intentions of Defendant **AT&T Inc.** concerning merger of the workforces in the face of bargaining units and contracts that had been separate since at least 1984 when **AT&T Corporation** divested the Bell System predecessors to the **Legacy S** companies. Shortly prior to the attempted February 8, 2008 meeting, Defendant **AT&T Inc.** cancelled the meeting because William Blasé, Jr., the Senior Executive Vice President for Human Resources of Defendant **AT&T Inc.**, on behalf of Defendant **AT&T Inc.**, forbade the senior managers involved in the matter to meet with **CWA** on the grounds that Defendant **AT&T Inc.** could do whatever it wanted to do and did not need to discuss the matter with **CWA**.

47. Evidencing the new vertical integration of Defendant **AT&T Inc.** and its subsidiary Defendants, the above-mentioned William Blase, Jr., who is an employee of Defendant **AT&T Inc.,** oversees all labor relations matters in Defendant **AT&T Inc.** and in all of Defendant **AT&T Inc.'s** subsidiaries including all Defendants named in this action; and the above-mentioned William Blase, Jr. reports directly to **AT&T Inc.** Chairman, Chief Executive Officer, and President Randall Stephenson. Further evidencing the vertical integration and integrated control and management, the said William Blase, Jr. exercised the authority and

control on behalf of Defendant **AT&T Inc.** to instruct senior managers and senior labor staff not to meet with **CWA** to discuss the planned integration of **Legacy T** and **Legacy S** work groups.

48. By way of further example of the new and ongoing vertical integration, on or about July 2, 2008, an authorized agent of Defendant **AT&T Inc.** informed **CWA** in writing that:

> ”As you know from previous announcements, the Company has restructured from a regional based operation to national functional groups. For example, Kirk Brannock used to be responsible for Midwest Network and now is responsible for Installation Maintenance for the Company’s 22 state footprint. This change in corporate structure also drove a change in our corporate goals and objectives so that they are no longer determined on a regional basis but rather on a national 22-state basis. As a result, the ‘SBC Midwest Operating Contribution’ objective no longer exists. Since there no longer is an ‘SBC Midwest Operating Contribution’ objective, the Company is proposing to modify the SBC Midwest Performance Award for Union Represented Employees Memorandum of Agreement by removing all references to the ‘SBC Midwest Operating Contribution.’ Specifically, the Company proposes that the references to the ‘SBC Midwest Operating Contributions’ in Sections 2 and 4 of that MOA be replaced with the ‘Regional Wireline results’ objective. The ‘Regional Wireline results’ objective will be based on a combination of results from Consumer, Regional Business and Local Network for all 22 states, and will consist of the following components:
>
> 20% AT&T Net Income
> 40% Regional Wireline Operating Contribution
> 40% Quarterly Service Incentive.”

49. The announcement quoted in the foregoing paragraph 48 concerned the conditions of employment, i.e. sales objectives, of affected employees. The

change “proposed” by Defendant **AT&T Inc.** constituted only a change in name of sales objectives from “SBC Midwest Operating Contribution” to “Regional Wireline results”. **CWA** was not consulted on the substance of changing the affected employees’ sales objectives from being “determined on a regional basis” to being determined “on a national 22-state basis”. The said announcement and its application demonstrate that there is no longer a line of separation on the vertical axis between a Midwest regional company and Defendant **AT&T Inc.**; and that the various operating functions of the Midwest regional company are now parts of the applicable national functional groups for the whole 22-state “footprint” of Defendant **AT&T Inc.** For example, the senior manager who formerly was in charge of Midwest Network is now in charge of Installation Maintenance for the whole 22-state “footprint” of Defendant **AT&T Inc.** as one national functional group. In other words, the said announcement further evidences the new and ongoing vertical integration of former regionally based subsidiaries by and under Defendant **AT&T Inc.**

50. By way of further example of the new and ongoing vertical integration, on or about July 23, 2008, a senior manager speaking with the authority of Defendant **AT&T Inc.** informed authorized agents of **CWA** that employees in **Wireline** call centers; i.e., in the employee bargaining units covered by the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** collective bargaining agreements; are going to be assigned the tasks of selling **Wireless**, i.e. Defendant **AT&T Mobility LLC**, products and services, and that in the future there will be one set of call centers under one company. As long as Defendant

AT&T Inc., as the decision-maker behind such ongoing consolidation, is able to hide behind the fiction of vertical separateness and purport not to bound by the collective bargaining agreements, **CWA** will remain virtually powerless to protect employees from the erosions of negotiated wages, benefits, and working conditions that will inevitably result from such consolidations of work groups of employees who are employed in different bargaining units under different collective bargaining agreements.

51. By way of further example of the continuing vertical integration, on or about September 29, 2008, Defendant **AT&T Inc.** issued a public announcement to all employees of Defendant **AT&T Inc.** entitled, "More effective, efficient One AT&T drives alignment of consumer and business segments, integration of infrastructure capabilities." The announcement stated that: "The company today announced management organizational changes to further align our employee teams, product offerings and resources around consumer and business customer segments, and to integrate the management of our core infrastructure capabilities to deliver a One AT&T customer experience that's second to none." (Emphasis added).

52. The September 29, 2008 announcement included a quote of Defendant **AT&T Inc.'s** chairman, CEO, and president, Randall Stephenson, stating:

> "This is the **next natural step in our plan to bring together** the best of what we deliver – mobility, broadband, voice, video, data, applications and services on our global IP network – combined with a quality customer experience our competitors don't offer. Our customers want **One AT&T** that offers great products, exceptional service and value, and connects them to their world how, where and when

> they want. These moves help us operate more effectively **as one company** that can better meet customers' needs." (Emphasis added).

53. The September 29, 2008 announcement included statements that all infrastructure capabilities of Defendant **AT&T Inc.** are consolidated under John Stankey, identified as "CEO AT&T Operations"; that all consumer products and services are consolidated under Ralph de la Vega, identified as "CEO AT&T Mobility and Consumer Markets"; and that all business products and services are consolidated under Ron Spears, identified as "CEO AT&T Business Solutions". The afore-named Stankey, de la Vega, and Spears report directly to the afore-named Defendant **AT&T Inc.** chairman, CEO, and president Stephenson. As of the time of filing this Complaint, Plaintiff **CWA** does not know how these newly named organizational structures within Defendant **AT&T Inc.** relate to the organization and structure of the Defendants that are parties to the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, **BellSouth**, **Mobility Southwestern**, **Mobility Multi-District**, and **Mobility BellSouth** collective bargaining agreements or to the organization and structure of the corresponding employee bargaining units, except that on information and belief the newly named organizational structures disregard the existing contractual party identities and the organization and structure of existing collective bargaining units, to the detriment and derogation of the Defendants' contractual obligations to **CWA** and the employees.

54. The September 29, 2008 announcement also included the names and positions of managers and officers reporting to and supporting the afore-named

Stankey, de la Vega, and Spears in the further vertically integrated lines of reporting and organization within Defendant **AT&T Inc.**

55. The matters set forth in the foregoing paragraphs 43 through 54 present examples of the vertical integration of Defendant **AT&T Inc.** and its alter ego subsidiaries as resulting from the ongoing corporate reorganization, and such examples should not be construed as exhaustive or limiting.

56. By effect and design, the ongoing corporate reorganization and integration of Defendant **AT&T Inc.** increasingly disregards the employer-union organizational lines and structures of employee bargaining units for which the Defendants are legally and contractually bound to recognize and bargain with **CWA** as exclusive representative and bargaining agent, to the continuing disregard by the Defendants of the obligations of existing collective bargaining contracts and the contractual rights of employees under such agreements. The ongoing corporate reorganization and integration disregards and dismisses the purported organizational lines of the employer entities that are the recognized employer parties to the existing collective bargaining contracts, rendering the identities and existence of the actual contracting parties irrelevant as the Defendant **AT&T Inc.** sees fit; and continually, improperly erecting obstacles to **CWA's** and employees' contractual rights to police and enforce the existing collective bargaining agreements. In the ongoing corporate reorganization and integration, Defendant **AT&T Inc.** and its alter egos seek to relegate **CWA** and the collective bargaining agreements to the status of inconvenient bystanders in derogation of contractual rights and obligations.

F. STATEMENT OF FACTS – DIVERSION OF WORK TO AT&T MOBILITY

57. The **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** contracts contain negotiated wage rates, benefits, and conditions of employment for skilled employees known as Service Representatives, who engage in direct contact with customers by telephone for the purposes of, among other things, selling the Defendants' products and services to customers, setting up new telephone or other services for customers, handling billing and payment issues, and making changes in the products, services, and features utilized by customers. The Service Representative position and job title, and their attendant wages and working conditions, have traditionally been negotiated by **CWA** in collective bargaining with the Defendants over many years. The current wages, benefits, and working conditions of Service Representatives in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** contracts reflect the accumulated results of decades of collective bargaining, as well as customs, practices, and experience.

58. The Defendant **AT&T Mobility, LLC** operates numerous retail stores, through which employees functioning under job titles such as Retail Sales Consultant sell Defendant **AT&T Inc.'s** products and services to customers in the stores. Because the collective bargaining history of the "core" **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** contracts reaches back many decades and the contractual wages, benefits, and working conditions of Service Representatives reflect decades of accumulated bargaining and operational history; while the collective bargaining history of the **Mobility** contracts is much

shorter; Service Representatives under the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** contracts receive contractually guaranteed wages, benefits, and working conditions that are significantly more favorable for the employees than the contractual wages, benefits, and working conditions of **AT&T Mobility, LLC** retail sales employees.

59. The Defendants' public pronouncements and their negotiations with **CWA** reflected at pertinent times a clear intent, and gave **CWA** and affected employees a clear understanding that, the purposes of establishing Defendant **AT&T Mobility, LLC** and its predecessor Cingular Wireless, LLC were to engage in the mobile telephone or **wireless** market.

60. Accordingly, until recently neither the retail sales employees of Defendant **AT&T Mobility, LLC** nor those of its predecessor Cingular Wireless, LLC sold products and services of the **wireline** companies named in the foregoing paragraphs 7, 9, 11, 20, 24, and 27.

61. Beginning in or about the autumn of 2007 and continuing with increasing frequency thereafter, Defendants **AT&T Inc.** and **AT&T Mobility, LLC** required and continue with increasing frequency requiring Retail Sales Consultants and other affected retail store employees employed in **AT&T Mobility, LLC** stores under the **Mobility Southwestern**, **Mobility Multi-District**, and **Mobility BellSouth** agreements to sell, in addition to **wireless** products and services, **wireline** telecommunications products and services historically and normally sold and serviced by Service Representatives under the **Southwestern**, **Ameritech**, **Pacific**, **BellSouth**, and **SNET** collective bargaining contracts.

62. As a result, the aforesaid Retail Sales Consultants and other affected retail store employees employed in **AT&T Mobility, LLC** retail stores under the **Mobility Southwestern**, **Mobility Multi-District**, and **Mobility BellSouth** agreements suffered and continue with increasing severity to suffer diminution of their contractually negotiated working conditions through being given sales quotas for selling **wireline** products and services in addition to the **wireless** products and services that they formerly sold exclusively. Such new and increasing quotas for selling **wireline** products and services are imposed upon the affected **AT&T Mobility, LLC** employees in addition to their pre-existing **wireless** quotas. The aforesaid new and increasing **wireline** sales quotas cause the affected **AT&T Mobility, LLC** employees to have to acquire an increasingly extensive and complex array of information and knowledge about the **wireline** products and services in addition to **wireless** products and services. Failure to achieve such sales quotas may subject the affected **AT&T Mobility, LLC** employees to disciplinary action including termination of employment.

63. Among the **wireline** products and services as to which the Defendants **AT&T Inc.** and **AT&T Mobility, LLC** began in or about autumn 2007 and continue with increasing frequency requiring **AT&T Mobility, LLC** employees in retail stores to meet sales quotas is basic telephone network access, traditionally known as “dial tone”. The selling of dial tone to residential and business telephone network customers is regulated by federal and/or state regulatory agencies in all territories covered by the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, **BellSouth**, and all **Mobility** collective bargaining contracts with **CWA**.

The selling of dial tone prior to in or about the autumn of 2007 was traditionally undertaken exclusively by applicable employees under the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, **and BellSouth** agreements, primarily but not necessarily limited to Service Representatives. Most **wireless** and mobile telephone products and services are not similarly regulated by the applicable federal and/or state regulatory agencies, and prior to the change in operations in or about the autumn of 2007 described herein, retail sales employees of **AT&T Mobility, LLC** and its **wireless** predecessors did not sell dial tone or adjust dial tone service for customers.

64. If the **AT&T Mobility, LLC** retail sales employees who are now required to sell **wireline** products and services were employed under the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** collective bargaining agreements, they would be entitled to compensation at negotiated rates of pay and benefits that are significantly higher than what they are paid under the **AT&T Mobility, LLC** contracts for performing the same work. Likewise they would be contractually governed by other terms and conditions of employment that are significantly more favorable to employees than the terms and conditions of employment governing the **AT&T Mobility, LLC** collective bargaining units.

65. By diverting to **AT&T Mobility, LLC** such work that was traditionally performed exclusively by applicable employees such as Service Representatives under the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** collective bargaining contracts, Defendant **AT&T Inc.** obtains such work for cheaper labor costs under the **AT&T Mobility, LLC** agreements. The attainment of such

cheaper labor costs is the Defendant **AT&T Inc.'s** purpose or at least a substantial contributing factor thereto for the diversion of such work from employees covered by the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** collective bargaining contracts to employees covered by the **AT&T Mobility, LLC** agreements.

66. The diversion of such work from the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units to the **AT&T Mobility, LLC** bargaining units deprives the affected employees in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units of the right to perform the work that **CWA** negotiated with the applicable **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants for such employees to be able to perform. By depriving such employees of their work and diverting such work to lower-compensated **AT&T Mobility, LLC** employees, the Defendant **AT&T Inc.** is diminishing and threatens to continue further diminishing the negotiated value of the labor of Service Representatives and other applicable employees under the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** agreements, thus threatening to create a setting for the Defendants to demand in future contract negotiations that the wage rates and benefits of Service Representatives and other applicable employees be frozen or reduced. Further, such diversion of work, by diminishing the amount of work that would otherwise be performed by Service Representatives and other applicable employees in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units, threatens to reduce the need for Service Representatives and other applicable employees, and thus

to threaten the job security of such employees in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units.

67. By way of example of the ongoing vertical integration, since in or about the autumn of 2007, the Defendants **AT&T Inc.** and **AT&T Mobility LLC** have regularly issued to **AT&T Mobility Inc.** employees represented by **CWA** written directives setting forth requirements for such employees, on pain of discipline including termination of employment, to sell products and services normally sold by Service Representatives employed under the **wireline** collective bargaining agreements, i.e., the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** agreements.

68. By way of example of the ongoing vertical integration, on October 30, 2007, an authorized representative of Defendant **AT&T Inc.** and its alter ego **AT&T Mobility LLC** provided to an authorized representative of **CWA**, in response to the **CWA** representative's inquiry about whether retail sales employees of Defendant **AT&T Mobility LLC** were being assigned to market and sell dial tone, a document of several pages' length under the corporate logo of Defendant **AT&T Inc.** The document described the methods and procedures for employees of "level 1 stores", i.e. retail stores staffed by employees of the **AT&T Mobility LLC** bargaining units, to access, sell, and service **wireline** products and features. The introductory paragraph, entitled "**Wireline** Systems Overview" (Emphasis added), stated in part:

> "In order to provision or service **wireline** customers, Level 1 stores will be equipped with dedicated computer terminals imaged with native **wireline** systems appropriate to the region where the store

> resides…. Market system leads will be responsible for provisioning/de-provisioning any **wireline** systems users in collaboration with HQ and/or regional **Wireline** and **Mobility** business operations leads." (Emphasis added).

The letter of October 30, 2007 further stated, purportedly on behalf of Defendant **AT&T Mobility LLC** in answer to **CWA's** inquiry:

> "It is my understanding that we do have employees selling dial tone as well as using the systems necessary to complete the sale. I anticipate that Mobility employees will be trained if and as necessary to sell, support, and service all products and services offered by **the Company**." (Emphasis added).

69. By way of example of the ongoing vertical integration, by a letter dated the same day as the letter described in the foregoing paragraph 68, i.e., October 30, 2007, an authorized representative of the Defendant **Southwestern Bell Telephone, L.P.** sent to the same representative of **CWA**, in response to a similar inquiry, a copy of the same **AT&T Inc.** document described in the foregoing paragraph 68. Purportedly on behalf of Defendant **Southwestern Bell Telephone, L.P.**, the said letter stated, "We understand wireless employees are currently selling dial tone and related services." The letter further stated:

> "We do not have any 'agreement' with the wireless company per se. However, you may wish to consult the applicable collective bargaining agreements for the two companies, copies of which you should already have, for further information."

70. By way of example of the ongoing vertical integration, Defendant **AT&T Inc.** has confirmed through various other announcements and statements its intention to assign work across bargaining unit lines and to merge workforces

across bargaining unit lines, in derogation and impairment of the obligations of collective bargaining agreements.

71. By way of further example, the contents of the foregoing paragraph 50 are hereby adopted herein as if restated.

72. By way of further example, the above-described "One AT&T" announcement of September 29, 2008 quotes Defendant **AT&T Inc.** chairman, CEO and president Randall Stephenson stating:

> "The **convergence of wireless and wired** IP networks and products, and new advanced data applications on wireless devices, PCs and TVs, present us with a unique opportunity to serve customers in new ways **with new integrated offerings**." (Emphasis added).

73. By way of further example, the above-described "One AT&T" announcement of September 29, 2008 states that all consumer marketing, sales, content and converged services, customer care and operations for both wireless and wired are consolidated into one newly named organization, "AT&T Mobility and Consumer Markets". (Emphasis added) Similarly, the above-described "One AT&T" announcement of September 29, 2008 states that all business marketing, sales, customer care and operations for both wireless and wired are consolidated into one newly named organization, "AT&T Business Solutions". (Emphasis added)

74. By way of further example, on or about October 10, 2008, Ralph de la Vega, identifying himself as CEO of the "New Mobility and Consumer Markets Organization", and speaking with the authority of and on behalf of Defendant **AT&T Inc.**, issued a written announcement, distributed electronically, to all

employees in the so-called “New Mobility and Consumer Markets Organization”, apparently covering all employees in the four **AT&T Mobility LLC** bargaining units and the five **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units who are involved in the sales and marketing of non-business consumer products and features of Defendant **AT&T Inc.** The October 10 written announcement begins with de la Vega stating, “We are making great progress in transforming our new, unified consumer organization, and I wanted to give you a quick update on our work towards One AT&T.” The October 10 announcement further includes the following excerpts:

> “Steve Schoonmaker, vice president of Customer Service, has been named to lead our transformation process…He and his team are charged with developing a plan for our business unit, establishing initiatives necessary to achieve the synergies we expect to realize…We must conduct a thoughtful, disciplined and thorough review of our new organization…Throughout this review, Steve and his team will look for ways we can work together to find opportunities for generating revenue, saving money, and identifying game-changing initiatives to offer our services and capabilities to consumers in ways our competitors can’t….For example,….Or, as another example, in selling our services to multi-family living units or apartments, the rules have changed, and we now have a great opportunity to win more of this business by going to market together…as one consumer organization…..And then let’s get ready to begin 2009 with a unified consumer team, addressing the mass market as One AT&T….Thank you for your help in building One AT&T.”

75. The matters set forth in the foregoing paragraphs 67 through 74 present examples of the vertical integration of Defendant **AT&T Inc.** and its alter ego

subsidiaries as resulting from the ongoing corporate reorganization, and such examples should not be construed as exhaustive or limiting.

76. On or about October 1, 2008, the "Director of Sales (South Florida)" of Defendant **AT&T Mobility, LLC**, speaking as an agent of Defendants **AT&T, Inc.** and **AT&T Mobility, LLC**, announced in writing to South Florida employees in the **Mobility BellSouth** bargaining unit:

> "On October 1st AT&T changed; Ralph de la Vega was appointed as the CEO of the Consumer Company which has the responsibility for all Sales and Customer Service within the Consumer segment for the entire breadth of AT&T's Consumer Products and Services. What does this mean for you? WE are no longer AT&T Mobility; We ARE AT&T's Retail Consumer Sales & Service within SFL [South Florida]; As part of this new company, SFL's COR channel has the full responsibility of selling and servicing the entire breadth of AT&T's Consumer Products and Services."

The said announcement further evidenced Defendant **AT&T Inc.'s** action merging the **AT&T Mobility, LLC** sales and marketing workforces with the respective **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** sales and marketing workforces; without regard to the existing contractual bargaining unit lines between the **AT&T Mobility, LLC** bargaining units and the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units; without regard to and in repudiation of separate and different contractual obligations concerning wages, benefits, and conditions of employment contained respectively in the **AT&T Mobility, LLC** contracts and the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** contracts; and in derogation of the contractual rights of

employees in both sets of bargaining units as described in the foregoing paragraphs 61 through 66.

77. The above described mergers and consolidations gravely threaten to undercut and impair the contractual rights of **CWA** and the affected employees by merging the work of different employee bargaining units that is performed under different collective bargaining agreements providing significantly different wages, benefits, and working conditions, resulting in the deprivations and impairments of contractual rights previously described in the foregoing paragraphs 61 through 66.

78. Absent directives from Defendant **AT&T Inc.**, Defendant **AT&T Mobility, LLC** would not have the organizational authority to assign to employees in **AT&T Mobility, LLC** bargaining units the tasks of performing Service Representative work historically performed exclusively, in relation to the **AT&T Mobility, LLC** bargaining units, by employees in the respective **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units under the respective **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** collective bargaining agreements.

79. Absent directives from Defendant **AT&T Inc.**, the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants would not have the organizational authority to assign to employees in **AT&T Mobility, LLC** bargaining units the tasks of performing Service Representative work historically performed exclusively, in relation to the **AT&T Mobility, LLC** bargaining units, by employees in the respective **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and

BellSouth bargaining units under the respective **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** collective bargaining agreements.

80. Absent directives from Defendant **AT&T Inc.**, the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants would not have the organizational authority to merge their sales and marketing workforces with the **AT&T Mobility, LLC** sales and marketing workforces. Likewise, absent directives from Defendant **AT&T Inc.**, Defendant **AT&T Mobility, LLC** would not have the organizational authority to merge its sales and marketing workforces with the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** sales and marketing workforces.

81. There are no lateral agreements between any of the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants and Defendant **AT&T Mobility, LLC** for the assignment of Service Representative work performed historically in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units to employees in the **AT&T Mobility, LLC** bargaining units. Rather, such assignments were and are directed by Defendant **AT&T, Inc.** through its vertical control and direction of the management, operations, business, and labor relations of its alter egos, the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants and Defendant **AT&T Mobility, LLC**.

82. Likewise, the decision to merge the sales and marketing work of the **wireless** and **wireline** collective bargaining units as set forth in the “One AT&T” announcement of September 29, 2008, the South Florida announcement of October 1, 2008, and the “New Mobility and Consumer Markets Organization”

announcement of October 10, 2008 does not result from any lateral agreements between Defendant **AT&T Mobility LLC** and any of the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, or **BellSouth** Defendants; but rather, such decision was made and implemented by Defendant **AT&T Inc.** through its vertical control and direction of the management, operations, business, and labor relations of its alter egos, the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants and Defendant **AT&T Mobility, LLC**.

83. The collective bargaining agreements between **CWA** and the respective **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants limit grievance arbitration procedures to disputes over the terms of specific provisions of the agreements. The said agreements do not contain any provisions addressing the relationships between the signatory employers and non-signatory related corporate entities. The said agreements do not contain any provisions allowing arbitration of claims seeking to bind related entities of a signatory employer under alter ego theories.

84. Likewise, the collective bargaining agreements between **CWA** and Defendant **AT&T Mobility, LLC** limit grievance arbitration procedures to disputes over the terms of specific provisions of the agreements. The said agreements do not contain any provisions addressing the relationships between the signatory employers and non-signatory related corporate entities. The said agreements do not contain any provisions allowing arbitration of claims seeking to bind related entities, such as Defendant **AT&T, Inc.**, of a signatory employer under alter ego theories.

85. Through Defendant **AT&T Inc.'s** use of a false disguise of vertical separateness between Defendant **AT&T Inc.** and all other Defendants, the contractual grievance and arbitration procedures are unable to obtain jurisdiction over the actions of the actual decision-maker, Defendant **AT&T Inc.**, rendering **CWA** powerless to police collective bargaining agreements and enforce employee's contractual rights as they are affected by Defendant **AT&T Inc.'s** actions assigning Service Representative work to the **AT&T Mobility, LLC** bargaining unit and merging the sales and marketing work of the **wireless** and **wireline** collective bargaining units across bargaining unit lines, absent the intervention of this Court.

86. On or about May 22, 2008, **CWA** requested arbitration of a grievance under the **Southwestern** collective bargaining agreement, complaining of a violation of the contract in the assignment of the work of Service Representatives to lower paid employees of Defendant **AT&T Mobility LLC**. On or about June 4, 2008, the Defendant **AT&T Inc.** through its alter egos, the **Southwestern** Defendants, advised **CWA** that the subject matter of the grievance is not subject to arbitration.

G. STATEMENT OF FACTS – MERGER OF TECHNICIAN WORKFORCES

87. The **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** collective bargaining agreements contain negotiated wage rates, benefits, and conditions of employment for skilled employees in the respective foregoing bargaining units who perform technical work for Defendant **AT&T, Inc.** and its alter egos, the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants, in the

installation and maintenance of the network, hardware, and infrastructure of the telecommunications and electronic communications systems utilized by the Defendants in the provision of **wireline** telecommunications and electronic communications services to the Defendants' customers. The current negotiated wages, benefits, and working conditions associated with these skilled technician employees reflect the accumulated results of decades of collective bargaining, as well as customs, practices, and experience.

88. The collective bargaining agreement between **CWA** and Defendant **AT&T Corporation** (**Legacy T**) likewise contains negotiated wage rates, benefits, and conditions of employment for skilled employees in the **AT&T Corporation** bargaining unit who perform technical work for Defendant **AT&T, Inc.** and its alter ego, the Defendant **AT&T Corporation**, in the installation and maintenance of the hardware, network, and infrastructure of the telecommunications and electronic communications systems utilized by the Defendants in the provision of **wireline** telecommunications and electronic communications services to the Defendants' customers. The current negotiated wages, benefits, and working conditions associated with these skilled technician employees reflect the accumulated results of decades of collective bargaining, as well as customs, practices, and experience.

89. The contents of the foregoing paragraphs 46 and 47 are hereby restated as if fully repeated.

90. The employee bargaining unit that **CWA** represents in collective bargaining with Defendant **AT&T Corporation** remains a separate bargaining

unit from the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units, covered by a separate collective bargaining agreement from the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** collective bargaining agreements.

91. Nevertheless, subsequent to the events referred to in the foregoing paragraph 89, and in spite of the purported separateness of bargaining units and collective bargaining agreements, the Defendant **AT&T Inc.** and its alter egos, the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants and the Defendant **AT&T Corporation**, began assigning the work of **Legacy S** technicians, negotiated to be performed under the wages and working conditions of the respective **Legacy S** contracts, to **Legacy T** technicians to be performed under the wages and working conditions of the **Legacy T** contract.

92. Similarly, and likewise in spite of the purported separateness of bargaining units and collective bargaining agreements, the Defendant **AT&T Inc.** and its alter egos, the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants and the Defendant **AT&T Corporation**, began assigning the work of **Legacy T** technicians, negotiated to be performed under the wages and working conditions of the **Legacy T** contract, to **Legacy S** technicians to be performed under the wages and working conditions of the respective **Legacy S** contracts.

93. The cross-bargaining unit assignments described in the foregoing paragraphs 91 and 92 have continued and are continually occurring on an ongoing and accelerating basis, and are affecting employees throughout the

geographical coverage of the **Legacy T** bargaining unit and in every **Legacy S** bargaining unit.

94. By design and in effect, the Defendants have merged the technician workforces of Defendant **AT&T Corporation (Legacy T)** and the respective **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth (Legacy S)** Defendants within the territory of each respective **Legacy S** bargaining unit.

95. Prior to the initiation of the cross-bargaining unit work assignments described in the foregoing paragraphs 91 and 92, the performance of such technician work historically was mutually exclusive as between the Defendant **AT&T Corporation (Legacy T)** bargaining unit and the respective **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth (Legacy S)** bargaining units.

96. Absent directives from Defendant **AT&T Inc.**, Defendant **AT&T Corporation (Legacy T)** would not have the organizational authority to assign to employees in **Legacy S** bargaining units the tasks of performing technician work historically performed exclusively, in relation to the **Legacy S** bargaining units, by employees in the **AT&T Corporation** bargaining unit under the **AT&T Corporation** collective bargaining agreement.

97. Absent directives from Defendant **AT&T Inc.**, the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth (Legacy S)** Defendants would not have the organizational authority to assign to employees in the **AT&T Corporation (Legacy T)** bargaining unit the tasks of performing technician work traditionally performed exclusively, in relation to the **Legacy T** bargaining unit, by

Legacy S employees under the respectively applicable **Legacy S** collective bargaining agreements.

98. There are no lateral contractual agreements between Defendant **AT&T Corporation (Legacy T)** and any of the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth (Legacy S)** Defendants for the cross-bargaining unit work assignments and mergers of technician workforces of the **Legacy T** and **Legacy S** bargaining units. By word and deed the Defendants have acknowledged as such to **CWA**.

99. The cross-bargaining unit work assignments and mergers of technician workforces of the **Legacy T** and **Legacy S** bargaining units occurred and continues to occur by the direction of Defendant **AT&T Inc.** pursuant to its vertical control of the business policies, finances, management, operations and labor relations of its **Legacy T** and **Legacy S** alter egos.

100. Under the **Legacy T** and **Legacy S** collective bargaining agreements employees possess valuable contractual rights and entitlements by the operation of seniority applicable to and/or affecting matters such as but not limited to pay treatment, work schedules, tour selections, vacations, overtime assignments, overtime opportunity, hours of work, vacations, premium pay rates, differential pay, job assignments, promotion and transfer opportunities, work location, and other matters. Contained within the mutually exclusive **Legacy T** and **Legacy S** employee bargaining units are mutually exclusive seniority pools for the administration and application of employees' valuable seniority rights and

entitlements as mentioned above. Such contractually protected working conditions reflect decades of accumulated bargaining and operational history.

101. Each employee has earned his or her respective place in relation to other employees in the applicable seniority pool by virtue of his or her years of faithful and competent labor in the applicable bargaining unit under the wages and working conditions negotiated by **CWA**.

102. As present and future results of Defendant **AT&T Inc.'s** cross-bargaining unit work assignments and mergers of **Legacy T** and **Legacy S** technician workforces, the valuable contractual rights and entitlements that many employees have accrued and earned by virtue of contractually established seniority have been and will be diluted and diminished by the Defendants' unilateral merging of seniority pools in disregard and breach of contractual rights.

103. By effectuating cross-bargaining unit work assignments and workforce mergers as described herein, Defendant **AT&T, Inc.** obtains the labor and services of **CWA**-represented employees at cheaper labor costs than would be the case if the Defendants honored their contractual obligations to **CWA** and the affected employees. The attainment of such cheaper labor costs is the Defendant **AT&T Inc.'s** purpose or at least a substantial contributing factor thereto for the cross-bargaining unit work assignments and workforce mergers of **Legacy T** and **Legacy S** technician employees as described herein.

104. Evidencing a motivation to decrease labor costs, a June 2006 **AT&T Inc.** document entitled, "Network Operations Workforce Optimization Local Field Operations – Executive Overview", refers to plans of Defendant **AT&T Inc.** to

achieve millions of dollars in labor cost savings by restructuring and realigning workforces without regard to lines between bargaining units or collective bargaining contract obligations, including combining **Legacy T** and **Legacy S** technician workforces.

105. Further evidencing the Defendants' motivation to decrease labor costs, a July 2006 document of Defendant **AT&T Inc.** entitled "Network Operations Planning Three-Year Plan" and a September 2006 **AT&T Inc.** document entitled "Network Operations Center of Excellence Evolution Productivity Improvement" further set forth similar plans for workforce restructuring and realignment including consolidation and combining of workforces, without regard to lines between bargaining units or collective bargaining contract obligations. The September 2006 document "establishes criteria for system automation to enable workforce restructuring and costs reduction". The anticipated wage and labor savings over three years are calculated at approximately $507 million.

106. The foregoing examples are set forth as examples only, and are not to be construed as exhaustive or limiting. By various actions and oral statements, agents of the Defendants have acknowledged to **CWA** that a substantial contributing motivation for the above-described mergers of workforces is labor cost reduction.

107. The collective bargaining agreements between **CWA** and Defendant **AT&T Corporation**, and between **CWA** and the respective **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants, limit grievance arbitration procedures to disputes over the terms of specific provisions of the

agreements. The said agreements do not contain any provisions addressing the relationships between the signatory employers and non-signatory related corporate entities. The said agreements do not contain any provisions allowing arbitration of claims seeking to bind related entities, such as Defendant **AT&T Inc.**, of a signatory employer under alter ego theories.

108. Through Defendant **AT&T Inc.'s** use of a false disguise of vertical separateness between Defendant **AT&T Inc.** and all other Defendants, the contractual grievance and arbitration procedures are unable to obtain jurisdiction over the actions of the actual decision-maker, Defendant **AT&T Inc.**, rendering **CWA** powerless to police collective bargaining agreements and enforce employee's contractual rights as they are affected by Defendant **AT&T Inc.'s** actions merging the technician workforces of its **Legacy T** and **Legacy S** subsidiaries. Since in or about March 2008, **CWA** has attempted to resolve and redress the violations of contractual rights described herein by submitting numerous grievances to the Defendants in the **Legacy T** and every **Legacy S** bargaining unit. All such attempts have proven to be exercises in futility, as Defendant **AT&T Inc.** controls the respective management and labor relations operations of each of its alter egos through the vertical integration described herein; Defendant **AT&T Inc.** purports not to be a party to and not bound by the applicable collective bargaining agreements; and Defendant **AT&T Inc.** permits its alter egos, **AT&T Corporation** and the nominal employers party to the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** contracts, no latitude for meaningful adjustment of grievances or for re-examination of the numerous

actions and omissions giving rise to the numerous contractual breaches described herein.

H. STATEMENT OF FACTS – BELLSOUTH PREMISES TECHNICIANS

109. In or about June 2008, Defendant **AT&T Inc.** began populating the newly created job title of Premises Technician in the geographical area covered by the **BellSouth** bargaining unit. The work performed by employees in this job title is work of the type normally performed employees in the **BellSouth** bargaining unit. Rather than placing these jobs and this work in the **BellSouth** bargaining unit as it initially contemplated, it placed such employees and/or the work performed by them in the nominal employment of Defendant **AT&T Internet Services.** In addition, **AT&T, Inc.** declared to **CWA** that such employees are not employed within the **CWA**-represented bargaining unit of Defendant **AT&T Internet Services**, but rather are non-bargaining unit employees of **AT&T Internet Services** and thus not covered by the collective bargaining agreement between Defendant **AT&T Internet Services** and **CWA**, or any other collective bargaining agreement. This is so, despite the fact that Premises Technicians may be co-located with **BellSouth** bargaining unit employees and report to **BellSouth** managers who direct their work. This action of Defendant **AT&T Inc.** and its alter egos applies both to present employees performing such work and to future employees who will perform such work.

110. Employees carrying the job title of Premises Technician and performing the same work as the employees described in the foregoing paragraph 109 are treated as bargaining unit employees under the **Southwestern**, **Ameritech**,

Pacific, and **SNET** collective bargaining agreements and covered by provisions of such agreements.

111. There are no lateral contractual agreements between any of the **BellSouth** Defendants and Defendant **AT&T Internet Services** for the transfer of such employees and/or the work performed by them from the **BellSouth** bargaining unit to **AT&T Internet Services** employment.

112. Absent directives from Defendant **AT&T Inc.**, the **BellSouth** Defendants would not have the organizational authority to transfer to Defendant **AT&T Internet Services** the Premises Technicians and/or the work performed by them.

113. Absent directives from Defendant **AT&T Inc.**, Defendant **AT&T Internet Services** would not have the organizational authority to transfer Premises Technicians and/or the work performed by them from the **BellSouth** bargaining unit to its own employment rolls.

114. The placement of such present and future employees and/or the work performed by them into non-bargaining unit employment with **AT&T Internet Services** occurred and continues to occur by the direction of Defendant **AT&T Inc.** pursuant to its vertical control of the business policies, finances, management, operations and labor relations of its **BellSouth** and **AT&T Internet Services** alter egos.

115. The placement of such present and future employees and/or the work performed by them into non-bargaining unit employment with **AT&T Internet Services** wholly deprives and will deprive such employees of all provisions and protections of **CWA** representation and negotiated collective bargaining

agreements, repudiating all applicable agreements and depriving such employees of many valuable contractual rights and entitlements.

116. The sole or primary reason that the Defendants removed such employees and/or the work performed by them from the **BellSouth** bargaining unit and transferred them to non-bargaining unit nominal employment with Defendant **AT&T Internet Services** was and continues to be to obtain such employees' labor and/or the work performed by them for cheaper wages, lesser benefits, and less favorable working conditions than they would have been entitled to contractually under the **BellSouth** contract. Evidencing such motivation, Defendant **AT&T Inc.** and its agents and alter egos, the nominal employers party to the **BellSouth** contract, initially placed such employees and the work performed by them in the **BellSouth** bargaining unit, then undertook the actions described in the foregoing paragraph 109 only after, and directly because, **CWA** rejected the Defendants' non-negotiable demand for an agreement that would have provided lower wages, lesser benefits, and less favorable working conditions for such employees than they were entitled to under the **BellSouth** agreement.

117. The collective bargaining agreements between **CWA** and the **BellSouth** Defendants, and between **CWA** and Defendant **AT&T Internet Services**, limit grievance arbitration procedures to disputes over the terms of specific provisions of the agreements. The said agreements do not contain any provisions addressing the relationships between the signatory employers and non-signatory related corporate entities. The said agreements do not contain any provisions

allowing arbitration of claims seeking to bind related entities, such as Defendant **AT&T Inc.**, of a signatory employer under alter ego theories.

118. Through Defendant **AT&T Inc.'s** use of a false disguise of vertical separateness between Defendant **AT&T Inc.** and all other Defendants, the contractual grievance and arbitration procedures are unable to obtain jurisdiction over the actions of the actual decision-maker, Defendant **AT&T Inc.**, rendering **CWA** powerless to police collective bargaining agreements and enforce employee's contractual rights as they are affected by Defendant **AT&T Inc.'s** actions removing Premises Technicians and their work from the **BellSouth** bargaining unit and placing them in the non-bargaining unit employ of Defendant **AT&T Internet Services**. Since in or about May 2008, **CWA** has attempted to resolve and redress the violations of contractual rights described herein by submitting appropriate grievances. All such attempts have proven to be exercises in futility, as Defendant **AT&T Inc.** controls the respective management and labor relations operations of each of its alter egos through the vertical integration described herein; Defendant **AT&T Inc.** purports not to be a party to and not bound by the applicable collective bargaining agreements; and Defendant **AT&T Inc.** permits its alter egos, **AT&T Internet Services** and the nominal employers party to the **BellSouth** contract, no latitude for meaningful adjustment of grievances or for re-examination of the actions complained of herein.

I. NETWORK TECHNICIANS

119. In or about July 2008, Defendant **AT&T Inc.** added a new position to the **AT&T Internet Services** bargaining unit under a new job title of "Network

Technician". The present and future work to be performed by the Network Technicians under the **AT&T Internet Services** collective bargaining agreement is substantially identical to work that historically and contractually has been and is performed by various employees in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units. For example, employees carrying the job title of "Network Center Technician" in the **Southwestern** bargaining unit already perform, under the coverage and benefits of the **Southwestern** contract, work substantially identical to the work to be performed by the new Network Technicians under the **AT&T Internet Services** contract. Equivalent employees likewise perform such work under the **Ameritech**, **Pacific**, **SNET**, and **BellSouth** collective bargaining agreements.

120. The current negotiated wages, benefits, and working conditions associated with skilled employees in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units already performing the work corresponding to the work to be performed by Network Technicians in **AT&T Internet Services** reflect the accumulated results of decades of collective bargaining history and operational history, as well as customs, practices, and experience. In contrast, the collective bargaining agreement between **CWA** and Defendant **AT&T Internet Services** is the first full-fledged collective bargaining agreement in the new history of **AT&T Internet Services** as a subsidiary of Defendant **AT&T, Inc.** Various important contractual benefits provided to employees under the **AT&T Internet Services** contract, such as group health insurance benefits, are substantially inferior to corresponding benefits in the

Southwestern, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** contracts. Likewise, working conditions under the **AT&T Internet Services** contract are substantially less favorable for employees than contractually established working conditions in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** contracts.

121. By the creation of the new position of Network Technician, Defendant **AT&T Inc.** intends, in disregard and breach of contractual obligations, to divert the work performed by Network Center Technicians and similar employees from the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units to the **AT&T Internet Services** bargaining unit. Such diversion deprives and will deprive the affected employees in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units of the right to perform the work that **CWA** negotiated with the applicable **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants for such employees to be able to perform. By depriving such employees of their work and diverting such work to **AT&T Internet Services** employees under lesser benefits and lesser-favorable working conditions, the Defendant **AT&T Inc.** is diminishing and threatens to continue further diminishing the negotiated value of the labor of Network Center Technicians and other applicable employees under the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** agreements, thus threatening to create a setting for the Defendants to demand in future contract negotiations that the benefits and working conditions of Network Center Technicians and other applicable employees be diminished. Further, such diversion of work, by diminishing the amount of work that would otherwise be performed by Network

Center Technicians and other applicable employees in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units, threatens to reduce the need for Network Center Technicians and other applicable employees, and thus to threaten the job security of such employees in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units.

122. In addition to the consequences described in the foregoing paragraph 121, and in derogation and breach of contractual obligations, as a result of Defendants' complained-of actions the employees who perform and will perform the work of Network Technician in the **AT&T Internet Services** bargaining unit are and will be deprived of the negotiated benefits and working conditions to which they would be contractually entitled for performing the same work in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units.

123. There are no lateral contractual agreements between any of the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, or **BellSouth** Defendants and Defendant **AT&T Internet Services** for the placement of such employees and such work under the **AT&T Internet Services** collective bargaining agreement.

124. Absent directives from Defendant **AT&T Inc.**, the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants would not have the organizational authority to assign to employees in the **AT&T Internet Services** bargaining unit the tasks of performing work previously performed exclusively by employees in the respective **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units, such as the work of Network Center Technicians and similar employees.

125. Absent directives from Defendant **AT&T Inc.**, Defendant **AT&T Internet Services** would not have the organizational authority to assign to employees in the **AT&T Internet Services** bargaining unit the tasks of performing work previously performed exclusively by employees in the respective **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units, such as the work of Network Center Technicians and similar employees.

126. The placement of such present and future employees and/or the work performed by them into the **AT&T Internet Services** bargaining unit occurred and continues to occur by the direction of Defendant **AT&T Inc.** pursuant to its vertical control of the business policies, finances, management, operations and labor relations of its **Southwestern**, **Ameritech**, **Pacific**, **SNET**, **BellSouth** and **AT&T Internet Services** alter egos.

127. The sole or a substantial motivating factor for Defendant **AT&T Inc.** in taking the complained-of action to divert the work of Network Center Technicians and other similar employees in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units to the **AT&T Internet Services** bargaining unit is to obtain the work of such employees through cheaper benefit costs and less-favorable employee working conditions, while diminishing the value of the labor performed by Network Center Technicians and other applicable employees in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units, in repudiation, disregard, and breach of collective bargaining obligations and valuable contractual rights and entitlements.

128. The collective bargaining agreements between **CWA** and the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants, and between **CWA** and Defendant **AT&T Internet Services**, limit grievance arbitration procedures to disputes over the terms of specific provisions of the agreements. The said agreements do not contain any provisions addressing the relationships between the signatory employers and non-signatory related corporate entities. The said agreements do not contain any provisions allowing arbitration of claims seeking to bind related entities of a signatory employer, such as Defendant **AT&T, Inc.**, under alter ego theories.

129. Through Defendant **AT&T Inc.'s** use of a false disguise of vertical separateness between Defendant **AT&T Inc.** and all other Defendants, the contractual grievance and arbitration procedures are unable to obtain jurisdiction over the actions of the actual decision-maker, Defendant **AT&T Inc.**, rendering **CWA** powerless to police collective bargaining agreements and enforce employee's contractual rights as they are affected by Defendant **AT&T Inc.'s** actions diverting work from the respective **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units to the **AT&T Internet Services** bargaining unit. Despite **CWA's** repeated attempts to resolve and redress the violations of contractual rights arising from such diversions of work from the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units to **AT&T Internet Services**, all such attempts have proven to be exercises in futility, as Defendant **AT&T Inc.** controls the respective management and labor relations operations of each of its alter egos through the vertical integration

described herein; Defendant **AT&T Inc.** purports not to be a party to and not bound by the applicable collective bargaining agreements; and Defendant **AT&T Inc.** permits its alter egos, **AT&T Internet Services** and the nominal employers party to the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** contracts, no latitude for meaningful adjustment of grievances or for re-examination of the actions and omissions giving rise to the contractual breaches described herein.

J. GENERAL STATEMENTS

130. In the absence of judicial redress, the Defendant **AT&T Inc.** and its alter egos will continue in the future to engage in numerous actions similar to those described in the Statements of Facts in repudiation and disregard of contractual obligations, in furtherance of its design to utilize the false pretenses of vertical separateness as a means to disregard and breach existing contractual obligations to **CWA** and the employees whom it represents without contractual accountability and thus with impunity.

131. The Defendant **AT&T Inc.** has not at any relevant time experienced, nor is it now experiencing, nor is it anticipated to experience, any economic emergencies; but to the contrary is an enormously profitable, fiscally healthy enterprise that can easily afford to honor its contractual obligations to **CWA** and the employees whom it represents. Even in the unlikely event Defendant **AT&T Inc.** were experiencing or should experience unforeseen economic difficulties, it would not justify the massive repudiation and disregard of collective bargaining

obligations and contractual breaches in which the Defendants have engaged and will continue to engage absent judicial redress.

K. CLAIMS FOR RELIEF – DIVERSION OF WORK TO AT&T MOBILITY

132. The foregoing paragraphs 37 through 86 and 130 through 131 are referenced and adopted as if restated in full. By diverting Service Representative and equivalent work from the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units to the **AT&T Mobility, LLC** bargaining units as complained of and with the complained-of results, the Defendants have repudiated, are repudiating, and will continue repudiating absent judicial redress, their contractual collective bargaining obligations to **CWA** and the employees whom it represents under the applicable **Southwestern**, **Ameritech**, **Pacific**, **SNET**, **BellSouth**, and **AT&T Mobility, LLC** collective bargaining agreements, in violation of the Recognition Clauses and all other articles and provisions of said collective bargaining agreements and Section 301 of the Labor-Management Relations Act of 1947, as amended, 29 U.S.C. §185.

133. Because Defendant **AT&T Inc.** controls the business purposes, management, supervision, operations, and labor relations of all other Defendants to this action; because Defendant **AT&T Inc.** and each other Defendant to this action have substantially identical management, business purpose, operation, equipment, customers, supervision, and ownership; because Defendant **AT&T Inc.** utilizes a sham and pretense of vertical separateness between itself and each other Defendant to this action to disguise its direction and control of each other Defendant's operations; and because the primary motivation or substantial

motivating factor for Defendant **AT&T Inc.'s** complained-of actions is to obtain the labor and services of employees at lower wages, lesser benefits, and/or less-favorable working conditions than those to which the employees would be entitled under applicable collective bargaining obligations; Defendant **AT&T Inc.** is and should be held liable by the Court for the complained-of actions in repudiation, disregard, and breach of contractual obligations described in the foregoing paragraph 132 pursuant to the alter ego doctrine of federal common law under Section 301 of the Labor-Management Relations Act of 1947, as amended, 29 U.S.C. §185.

L. CLAIMS FOR RELIEF – MERGER OF TECHNICIAN WORKFORCES

134. The foregoing paragraphs 37 through 56, 87 through 108, and 130 through 131 are referenced and adopted as if restated in full. By cross-assigning and merging the technician workforces of the **Legacy T** and **Legacy S** bargaining units as complained of and with the complained-of results, the Defendants have repudiated, are repudiating, and will continue repudiating absent judicial redress, their contractual collective bargaining obligations to **CWA** and the employees whom it represents under the **AT&T Corporation** collective bargaining agreement and the applicable **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** collective bargaining agreements, in violation of the Recognition Clauses and all other articles and provisions of said collective bargaining agreements and Section 301 of the Labor-Management Relations Act of 1947, as amended, 29 U.S.C. §185.

135. Because Defendant **AT&T Inc.** controls the business purposes, management, supervision, operations, and labor relations of all other Defendants to this action; because Defendant **AT&T Inc.** and each other Defendant to this action have substantially identical management, business purpose, operation, equipment, customers, supervision, and ownership; because Defendant **AT&T Inc.** utilizes a sham and pretense of vertical separateness between itself and each other Defendant to this action to disguise its direction and control of each other Defendant's operations; and because the primary motivation or substantial motivating factor for Defendant **AT&T Inc.'s** complained-of actions is to obtain the labor and services of employees at lower wages, lesser benefits, and/or less-favorable working conditions than those to which the employees would be entitled under applicable collective bargaining obligations; Defendant **AT&T Inc.** is and should be held liable by the Court for the complained-of actions in repudiation, disregard, and breach of contractual obligations described in the foregoing paragraph 134 pursuant to the alter ego doctrine of federal common law under Section 301 of the Labor-Management Relations Act of 1947, as amended, 29 U.S.C. §185.

M. CLAIMS FOR RELIEF – BELLSOUTH PREMISES TECHNICIANS

136. The foregoing paragraphs 37 through 56, 109 through 118, and 130 through 131 are referenced and adopted as if restated in full. By removing Premises Technicians and/or the work performed by them from the **BellSouth** bargaining unit and placing them in the non-bargaining unit employment of **AT&T Internet Services** as complained of and with the complained-of results, the

Defendants have repudiated, are repudiating, and will continue repudiating absent judicial redress, their contractual collective bargaining obligations to **CWA** and the employees whom it represents under the **BellSouth** and **AT&T Internet Services** collective bargaining agreements, in violation of the Recognition Clauses and all other articles and provisions of said collective bargaining agreements and Section 301 of the Labor-Management Relations Act of 1947, as amended, 29 U.S.C. §185.

137. Because Defendant **AT&T Inc.** controls the business purposes, management, supervision, operations, and labor relations of all other Defendants to this action; because Defendant **AT&T Inc.** and each other Defendant to this action have substantially identical management, business purpose, operation, equipment, customers, supervision, and ownership; because Defendant **AT&T Inc.** utilizes a sham and pretense of vertical separateness between itself and each other Defendant to this action to disguise its direction and control of each other Defendant's operations; and because the primary motivation or substantial motivating factor for Defendant **AT&T Inc.'s** complained-of actions is to obtain the labor and services of employees at lower wages, lesser benefits, and/or less-favorable working conditions than those to which the employees would be entitled under applicable collective bargaining obligations; Defendant **AT&T Inc.** is and should be held liable by the Court for the complained-of actions in repudiation, disregard, and breach of contractual obligations described in the foregoing paragraph 136 pursuant to the alter ego doctrine of federal common

law under Section 301 of the Labor-Management Relations Act of 1947, as amended, 29 U.S.C. §185.

N. CLAIMS FOR RELIEF – NETWORK TECHNICIANS

138. The foregoing paragraphs 37 through 56, 119 through 129, and 130 through 131 are referenced and adopted as if restated in full. By diverting the work to be performed by Network Technicians in the **AT&T Internet Services** bargaining unit from the respective **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units into the **AT&T Internet Services** bargaining unit as complained of and with the complained-of results, the Defendants have repudiated, are repudiating, and will continue repudiating absent judicial redress, their contractual collective bargaining obligations to **CWA** and the employees whom it represents under the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, **BellSouth,** and **AT&T Internet Services** collective bargaining agreements, in violation of the Recognition Clauses and all other articles and provisions of said collective bargaining agreements and Section 301 of the Labor-Management Relations Act of 1947, as amended, 29 U.S.C. §185.

139. Because Defendant **AT&T Inc.** controls the business purposes, management, supervision, operations, and labor relations of all other Defendants to this action; because Defendant **AT&T Inc.** and each other Defendant to this action have substantially identical management, business purpose, operation, equipment, customers, supervision, and ownership; because Defendant **AT&T Inc.** utilizes a sham and pretense of vertical separateness between itself and each other Defendant to this action to disguise its direction and control of each

other Defendant's operations; and because the primary motivation or substantial motivating factor for Defendant **AT&T Inc.'s** complained-of actions is to obtain the labor and services of employees at lower wages, lesser benefits, and/or less-favorable working conditions than those to which the employees would be entitled under applicable collective bargaining obligations; Defendant **AT&T Inc.** is and should be held liable by the Court for the complained-of actions in repudiation, disregard, and breach of contractual obligations described in the foregoing paragraph 138 pursuant to the alter ego doctrine of federal common law under Section 301 of the Labor-Management Relations Act of 1947, as amended, 29 U.S.C. §185.

O. EXHAUSTION OF GRIEVANCE ARBITRATION NOT REQUIRED

140. The foregoing paragraphs 84 through 86, 107 through 108, 117 through 118, 128 through 129, 133, 135, 137, and 139 are referenced and adopted as if restated in full.

141. Because attempting to utilize the grievance arbitration procedures under the collective bargaining agreements to obtain redress for the complained-of actions and the complained-of results would be futile, it is not necessary for **CWA** to exhaust grievance arbitration procedures before bringing this action.

P. JURY DEMAND

142. Plaintiff invokes its Constitutional and statutory right to jury trial.

Q. ATTORNEY FEES

143. The Defendants engaged in the repudiation, disregard, and breaches of collective bargaining obligations and agreements as described in this Complaint

without substantial justification. Therefore, Plaintiff **CWA** claims that it is entitled to an award of its reasonable attorney fees against all Defendants, jointly and severally, for the prosecution of this action under federal common law pursuant to Section 301 of the Labor-Management Relations Act of 1947, as amended, 29 U.S.C. §185.

R. RELIEF REQUESTED

144. In redress of the actions and threatened continuing actions, and injurious results and threatened continuing and future injurious results, described and complained of in the foregoing paragraphs 1 through 141, **CWA** requests the following relief:

A. A permanent injunction ordering the Defendant **AT&T Inc.**, the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants, and the Defendant **AT&T Mobility, LLC**, jointly and severally, to cease and desist from assigning work involving the marketing and sales of wireline products and features, as historically performed by Service Representatives and equivalent employees under the applicable **Southwestern**, **Ameritech**, **Pacific**, **SNET**, or **BellSouth** collective bargaining agreements, to any employees working under **AT&T Mobility, LLC** collective bargaining agreements, absent voluntary agreement by **CWA**.

B. A permanent injunction ordering the Defendant **AT&T Inc.**, the Defendant **AT&T Corporation**, and the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants, jointly and severally, to cease and desist from assigning work historically performed by employees in the **AT&T Corporation (Legacy T)**

bargaining unit to employees in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, or **BellSouth (Legacy S)** bargaining units, absent voluntary agreement by **CWA**.

C. A permanent injunction ordering the Defendant **AT&T Inc.**, the Defendant **AT&T Corporation**, and the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants, jointly and severally, to cease and desist from assigning work historically performed by employees in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, or **BellSouth (Legacy S)** bargaining units to employees in the **AT&T Corporation (Legacy T)** bargaining unit, absent voluntary agreement by **CWA**.

D. A permanent injunction ordering the Defendant **AT&T Inc.**, the Defendant **BellSouth**, and the Defendant **AT&T Internet Services**, jointly and severally, to cease and desist from removing Premises Technicians and/or the work performed by them from the **BellSouth** bargaining unit and placing them in the non-bargaining unit employment of **AT&T Internet Services;** and further ordering the Defendant **AT&T Inc.**, the Defendant **BellSouth**, and the Defendant **AT&T Internet Services** to cease and desist from failing or refusing to return said employees and/or the work performed by them to the **BellSouth** bargaining unit and applying the provisions of the **BellSouth** collective bargaining agreement to them, absent voluntary agreement by **CWA**..

E. A permanent injunction ordering the Defendant **AT&T Inc.** and the Defendant **AT&T Internet Services**, jointly and severally, to cease and desist from assigning to Network Technicians or any other employees in the **AT&T Internet Services** bargaining unit any of the work customarily performed by

Network Center Technicians or similar employees in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, or **BellSouth** bargaining units, whether such work is performed in relation to wireline, fiber, or wireless technologies, and from in any other manner diverting work customarily and presently performed by employees in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, or **BellSouth** bargaining units to the **AT&T Internet Services** bargaining unit, whether such work is performed in relation to wireline, fiber, or wireless technologies, absent voluntary agreement by **CWA**..

F. A permanent injunction ordering the Defendant **AT&T Inc.**, the Defendant **AT&T Corporation**, the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants, the Defendant **AT&T Mobility, LLC**, and the Defendant **AT&T Internet Services**, jointly and severally, to cease and desist from in any other like manners as set forth in the foregoing subparagraphs A through E assigning, cross-assigning, or diverting work customarily performed by employees in any bargaining unit to employees of another bargaining unit, absent voluntary agreement by **CWA**.

G. A declaratory judgment against Defendant **AT&T Inc.**, pursuant to 28 U.S.C. §2201, declaring that:

(1) It is a party to every other Defendant's collective bargaining agreement with **CWA;**

(2) It is bound by every other Defendant's obligation to bargain collectively with **CWA;**

(3) It is obligated to bargain collectively with **CWA** with respect to each of the **AT&T Corporation**, **AT&T Mobility, LLC**, **Southwestern**, **Ameritech**, **Pacific**, **SNET**, **BellSouth, AT&T Internet Services**, and their successors' bargaining units for which **CWA** is the recognized exclusive representative and bargaining agent; and

(4) It is responsible for compliance with the provisions and obligations of each of the **AT&T Corporation**, **AT&T Mobility, LLC**, **Southwestern**, **Ameritech**, **Pacific**, **SNET**, **BellSouth, AT&T Internet Services**, and their successors' collective bargaining agreements with **CWA** and for all breaches and violations thereof.

H. A permanent injunction against Defendant **AT&T Inc.** ordering it to cease and desist from:

(1) Failing or refusing to acknowledge that it is a party to every other Defendant's collective bargaining agreement with **CWA;**

(2) Failing or refusing to conduct itself as a party to every other Defendant's collective bargaining agreement with **CWA;**

(3) Failing or refusing to acknowledge that it is bound by every other Defendant's obligation to bargain collectively with **CWA**;

(4) Failing or refusing to conduct itself as being bound by every other Defendant's obligation to bargain collectively with **CWA;**

(5) Failing or refusing to acknowledge that it is obligated to bargain collectively with **CWA** with respect to each of the **AT&T Corporation**, **AT&T Mobility, LLC**, **Southwestern**, **Ameritech**, **Pacific**, **SNET**,

BellSouth, AT&T Internet Services, and their successors' bargaining units for which **CWA** is the recognized exclusive representative and bargaining agent;

(6) Failing or refusing to conduct itself as being obligated to bargain collectively with **CWA** with respect to each of the **AT&T Corporation**, **AT&T Mobility, LLC**, **Southwestern**, **Ameritech**, **Pacific**, **SNET**, **BellSouth, AT&T Internet Services,** and their successors' bargaining units for which **CWA** is the recognized exclusive representative and bargaining agent;

(7) Failing or refusing to acknowledge that It is responsible for compliance with the provisions and obligations of each of the **AT&T Corporation**, **AT&T Mobility, LLC**, **Southwestern**, **Ameritech**, **Pacific**, **SNET**, **BellSouth, AT&T Internet Services**, and their successors' collective bargaining agreements with **CWA** and for all breaches and violations thereof; and

(8) Failing or refusing to conduct itself as being responsible for compliance with the provisions and obligations of each of the **AT&T Corporation**, **AT&T Mobility, LLC**, **Southwestern**, **Ameritech**, **Pacific**, **SNET**, **BellSouth, AT&T Internet Services**, and their successors' collective bargaining agreements with **CWA** and for all breaches and violations thereof.

I. Judgment against Defendant **AT&T Inc.**, the applicable **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants, and Defendant **AT&T**

Mobility, LLC, jointly and severally, for damages for each employee in an **AT&T Mobility, LLC** bargaining unit who performed work involving the sales and marketing of wireline products and features that prior to the actions complained of in this lawsuit were customarily marketed and sold by Service Representatives and similar employees in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** bargaining units, in such amount as to make each such employee whole based on the wages and benefits each such employee would have received, including commissions and sales awards, had the employee been working under the applicable **Southwestern**, **Ameritech**, **Pacific**, **SNET**, or **BellSouth** collective bargaining agreement as a Service Representative or equivalent employee.

J. Judgment against Defendant **AT&T Inc.**, Defendant **AT&T Corporation**, and the applicable **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants, jointly and severally, for damages for each employee in the **AT&T Corporation (Legacy T)** bargaining unit who performed any work that prior to the actions complained of in this lawsuit was customarily performed by employees in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, or **BellSouth (Legacy S)** bargaining units, in such amount as to make each such employee whole based on any more favorable wages, benefits, or working conditions the employee would have received had the employee been working under the applicable **Southwestern**, **Ameritech**, **Pacific**, **SNET**, or **BellSouth** collective bargaining agreement.

K. Judgment against Defendant **AT&T Inc.**, Defendant **AT&T Corporation**, and the applicable **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants, jointly and severally, for damages for each employee in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, or **BellSouth (Legacy S)** bargaining units who performed any work that prior to the actions complained of in this lawsuit was customarily performed by employees in the **AT&T Corporation (Legacy T)** bargaining unit, in such amount as to make each such employee whole based on any more favorable wages, benefits, or working conditions the employee would have received had the employee been working under the **AT&T Corporation (Legacy T)** collective bargaining agreement.

L. Judgment against Defendant **AT&T Inc.**, Defendant **AT&T Corporation**, and the applicable **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants, jointly and severally, for damages for each employee in the **AT&T Corporation (Legacy T)** bargaining unit who suffered a loss in the value of the employee's accrued seniority as a result of the Defendants merging **Legacy T** and **Legacy S** seniority pools, in such amount as to make each such employee whole for all such losses.

M. Judgment against Defendant **AT&T Inc.**, Defendant **AT&T Corporation**, and the applicable **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants, jointly and severally, for damages for each employee in the **Southwestern**, **Ameritech**, **Pacific**, **SNET**, or **BellSouth (Legacy S)** bargaining units who suffered a loss in the value of the employee's accrued seniority as a

result of the Defendants merging **Legacy T** and **Legacy S** seniority pools, in such amount as to make each such employee whole for all such losses.

N. Judgment against Defendant **AT&T Inc.,** Defendant **BellSouth**, and Defendant **AT&T Internet Services**, jointly and severally, for damages for each employee who worked as a Premises Technician or the equivalent in the non-bargaining unit employment of Defendant **AT&T Internet Services** in the geographical area covered by the **BellSouth** bargaining unit, in such amount as to make the employee whole based on the wages and benefits each such employee would have received had the employee been working under the **BellSouth** collective bargaining agreement in the nearest applicable position covered by that agreement.

O. Judgment against Defendant **AT&T Inc.,** Defendant **AT&T Internet Services**, and the applicable **Southwestern**, **Ameritech**, **Pacific**, **SNET**, and **BellSouth** Defendants, jointly and severally, for damages for each employee who performed work as a Network Technician or the equivalent in the **AT&T Internet Services** bargaining unit, in such amount as to make the employee whole based on the wages, benefits, and working conditions each such employee would have received had the employee been working under the applicable **Southwestern**, **Ameritech**, **Pacific**, **SNET**, or **BellSouth** collective bargaining agreement in the nearest applicable position covered by that agreement.

P. Judgment against all Defendants, jointly and severally, for Plaintiff's reasonable attorney fees.

Q. All other and further relief, at law or in equity, to which the Court may deem the Plaintiff justly entitled.

WHEREFORE, PREMISES CONSIDERED, Plaintiff **CWA** prays that all Defendants named in this action be summoned to appear and answer herein, and that upon trial of this action Plaintiff be granted judgment against the Defendants for all relief requested above and all such other relief to which the Court may deem the Plaintiff justly entitled, together with its reasonable attorney fees and costs of court.

Respectfully submitted,

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By: _____
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On behalf of Plaintiff,
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