

Summary Plan Description



IMPORTANT BENEFITS INFORMATION

AT&T Employee Assistance Program Effective Jan. 1, 2016

This is the Summary Plan Description (SPD) for the AT&T Employee Assistance Program (Program), a component program under the AT&T Umbrella Benefit Plan No. 2. This SPD replaces your existing SPD and all of its Summaries of Material Modifications.

Please keep this SPD for future reference.

NIN: 78-34507

IMPORTANT INFORMATION

In all cases, the official Plan documents govern and are the final authority on Plan terms. If there are any discrepancies between the information in this Summary Plan Description (SPD) and the Plan documents, the Plan documents will control. AT&T reserves the right to terminate or amend any and all of its employee benefits plans or programs. Participation in the plans and programs is neither a contract, nor a guarantee of future employment.

What Is This Document?

This SPD is a guide to your Program Benefits. This SPD, together with the SMMs issued for this Program, constitute your SPD for this Program as well as the AT&T Umbrella Benefit Plan No. 2 (Plan) with respect to Benefits provided under this Program. See the "Eligibility and Participation" section for more information about Program eligibility.

Este documento contiene un resumen, en inglés. Si usted tiene dificultad en entender este documento, entre en contacto por favor con AT&T Benefits Center, **877-722-0020**.

What Action Do I Need to Take?

You should review this SPD.

How Do I Use This Document?

As you read this SPD, pay special attention to the key points at the beginning of most major sections and shaded boxes that contain helpful examples and important notes. While AT&T has provided these tools to help you better understand the Program, it is important that you read the SPD in its entirety, so that you can understand the Program details. Also, throughout this SPD, there are cross-references to other sections in the SPD. Please consult the Table of Contents to help you locate these cross-referenced sections.

Keep your SPDs and SMMs for your future reference. They are your primary resource for your questions about the Program.

Questions?

If you have questions regarding your Program Benefits, eligibility or contributions, contact the applicable administrators. Contact information is provided in the "Contact Information" section.

Si usted tiene alguna dificultad en entender cualquier parte de este documento, entre en contacto por favor con el Administrador en la seccion de "Contact Information."

HIGHLIGHTS

This SPD describes Benefits under the Program as of Jan. 1, 2016. This SPD is a restatement of the SPD effective Jan. 1, 2015. The following provisions have been changed:

- Appendix B (EAP Visits Per Eligible Group) has been deleted.
- The maximum number of EAP visits for all Eligible Employee groups is now five sessions per issue per year.

The Participating Company list has been updated for name changes and consolidation of entities.

USING THIS SUMMARY PLAN DESCRIPTION

KEY POINTS

- *This document is a Summary Plan Description (SPD) for the AT&T Employee Assistance Program (Program). It is effective Jan. 1, 2016 and replaces all previously issued SPDs and Summary of Material Modifications (SMMs).*
- *Use this SPD to find answers to your questions about your Program Benefits.*

The SPD provides information about eligibility, coverage and legal protections for the Program, which is a component program of the AT&T Umbrella Benefit Plan No. 2 (Plan). The Plan was established on Jan. 1, 2001 and incorporates certain welfare programs sponsored by AT&T Inc., including this Program.

This Program does not provide Medical or Mental Health/Substance Abuse Benefits, which are described by separate documents. If you have questions regarding your medical and mental health/substance abuse benefits, eligibility and what SPD applies to you, contact the Eligibility and Enrollment Vendor for more information.

Certain words are capitalized in this SPD. These words have specific meaning. See the "Definitions" section for descriptions.

Company Labels and Acronyms Used in This SPD

Most of the information in this SPD applies to all participants. However, some Program provisions regarding eligibility and Benefit levels may differ depending on your job title, employing company and service history. Acronyms, not the official company names or groups, identify differences that apply to a particular company or Employee group. See *Appendix A* for the list of Participating Company names and Employee groups and their associated acronyms. If you are not sure what information applies to you, contact the Eligibility and Enrollment Vendor. See the *Eligibility and Enrollment Vendor* table in the "Contact Information" section for contact information.

Section References

Many of the sections of this SPD relate to other sections of the document. You may not obtain all of the information you need by reading only one section. It is important that you review all sections that apply to a specific topic.

Program Responsibilities

Your physician or other health service providers are not responsible for knowing or communicating your Benefits under the Program. They have no authority to make decisions about your Benefits under the Program. This Program determines covered EAP Benefits.

WHAT IS THE AT&T EMPLOYEE ASSISTANCE PROGRAM?

KEY POINTS

- *The Program provides assessment, referral and short-term intervention services to help Eligible Employees and their Eligible Dependents resolve personal problems that may impact work performance.*
- *Enrollment in the Program is automatic for those who satisfy the eligibility requirements.*
- *Program coverage is paid entirely by the Company.*
- *Mental health or substance abuse treatment services are not offered under this Program.*

Program Overview

The purpose of the Program is to provide a resource designed to enhance employee and workplace performance and effectiveness through the prevention, identification and resolution of personal and workplace problems. The Program focuses on problem resolution by providing confidential assessment, referral and short-term intervention services to help Covered Persons address personal problems such as stress, couple and family concerns, grief, drug or alcohol abuse and other issues that might impact work performance.

Mental health or substance abuse treatment services are not offered under the Program. If you are eligible for medical and mental health/substance abuse benefits under an AT&T sponsored employee benefit plan, those benefits will be provided under a separate program referred to in this SPD as a Medical Program. A separate SPD describes mental health/substance abuse benefits that may be available under your Medical Program. Refer to your Medical Program SPD for benefit information. For assistance in determining your eligibility for a Medical Program, contact the AT&T Benefits Center. See the "Contact Information" section for more information on how to contact the AT&T Benefits Center.

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ELIGIBILITY AND PARTICIPATION

KEY POINTS

- *This section includes information to help you determine if you and your dependents are eligible for this Program.*
- *In order to determine your eligibility for the Program, you need to know the Company that employs you, your employment classification and your applicable bargaining unit, if any.*

The following sections summarize the eligibility provisions of the Program for Eligible Employees and their Eligible Dependents. If, after reading this information, you still have questions or wish to confirm eligibility, contact the Eligibility and Enrollment Vendor. See the *Eligibility and Enrollment Vendor* table in the "Contact Information" section for contact information.

Eligible Employees

You are eligible for the Program as an Eligible Employee if you are an individual who is on the payroll of a Participating Company. If you are a Bargained Employee, you also must be employed in a job covered by a Collective Bargaining Agreement that includes eligibility for Program Benefits. See *Appendix A* for a list of Participating Companies and applicable Collective Bargaining Agreements.

Your coverage effective date is your date of hire.

IMPORTANT:

Expatriate Employees are not eligible for the Employee Assistance Program.

Eligible Dependents

Your Eligible Dependents are eligible for Benefits under the Program on the date you become eligible for the Program. All Household Members of an Eligible Employee are Eligible Dependents under the Program.

Qualified Medical Child Support Orders

The Program extends Benefits to an Eligible Employee's noncustodial Child as required by any Qualified Medical Child Support Order (QMCSO). A QMCSO is a court or agency order that does both of the following:

- Meets all applicable legal requirements for qualification.
- Creates, recognizes or assigns to an Employee's Child (alternate recipient), the right to receive coverage under the Program.

A medical child support order must satisfy certain conditions to be qualified. The Eligibility and Enrollment Vendor will notify you if the Company receives a medical child support order that applies to you and will provide you a copy of the Program's procedures used for determining whether the medical child support order is qualified. A medical child support order will generally not be considered to be qualified if it requires the Program to provide Benefits that are not otherwise provided by the Program. Participants and beneficiaries can obtain, free of charge, a copy of such procedures from the Eligibility and Enrollment Vendor.

If the Eligibility and Enrollment Vendor determines the order to be qualified, your Child named in the order will be eligible for coverage as required by the order.

If you have any questions with respect to a QMCSO, please refer them to the *Eligibility and Enrollment Vendor* identified in the "Contact Information."

Alternate Recipients Under Qualified Medical Child Support Orders

An Eligible Employee's Child who is receiving Benefits under the Program pursuant to a Qualified Medical Child Support Order received by the Eligibility and Enrollment Vendor is entitled to the same rights under COBRA as your Child who is an Eligible Dependent, regardless of whether that Child would otherwise be considered eligible (other than on account of age).

Enrollment

You and your Eligible Dependents are not required to enroll for EAP Benefits. EAP Benefits are available to your Eligible Dependents when you are eligible.

Cost and Contributions

There are no contribution or cost sharing requirements for you or your Eligible Dependents. The full cost for EAP Benefits is paid entirely by the Company. However, the Program does not pay for services you or your Eligible Dependents may receive from a provider to whom you may be referred outside of the scope of the EAP. If you or your Eligible Dependents accept such referrals, you are responsible for the fees charged by the provider, although certain care may be eligible for coverage under any available medical coverage you may have, including a Medical Program. You and your Eligible Dependents are responsible for any cost of treatment by health care providers not covered under your Medical Program, and for applicable Coinsurance, Copayments and Deductibles for services that are covered under your Medical Program. In addition, you and your Eligible Dependents are responsible for any cost of COBRA continuation coverage if elected for continued participation in the Program.

EAP PROGRAM BENEFITS

KEY POINTS

- *The Program helps you identify, assess and resolve problems resulting from a variety of situations and is available without regard to any medical coverage you may have.*
- *EAP provides you and your Eligible Dependents with up to five sessions per issue per year.*

- *You or your Eligible Dependents may request assistance directly. In addition, you may be referred to the EAP Benefits Administrator by your manager or a union representative, if your employment position is covered by a collective bargaining agreement.*
- *Services that are covered under your Medical Program are not covered under the EAP.*
- *Your contact with the EAP Benefits Administrator and EAP Providers is confidential with certain limitations.*

What Is Covered?

The EAP can help you with problems affecting your physical, mental and spiritual wellbeing. The EAP can help you address a variety of situations including, but not limited to:

- Stress and anxiety
- Marital and family difficulties
- Parenting challenges
- Alcohol and substance abuse
- Relationship issues
- Bereavement
- Job enrichment

What EAP Can Do for You

The Program provides confidential assessment, referral and short-term intervention services 24 hours a day, 365 days a year. The EAP offers a range of services (collectively, EAP Services) as follows:

- **Individual assessment.** Whether it's stress at home or on the job or concerns about a family member, the EAP is available to provide confidential screening, assessment and support.
- **Short-term counseling.** Many stress-related problems or concerns about a loved one do not require longer-term counseling or treatment. The Program is designed so that EAP Providers can provide short-term support, assist in problem solving or identify new ways to cope with problems.
- **Referral.** It is difficult to know where to turn when personal problems arise. The EAP Benefits Administrator can facilitate a referral and guide you through the process of resolving your problems.
- **Support.** Individuals recovering from alcoholism, depression or the loss of a loved one may require support. Benefit Administrator representatives and EAP Providers work with you to develop and coordinate a support plan.

You and your Eligible Dependents may receive a maximum of five sessions per issue per year.

If you require additional assistance or treatment outside of the scope of EAP Services, you will be provided with referrals to appropriate resources. Referrals may be made to community organizations, social service programs or other providers, including providers who might be covered under your Medical Program. It is your responsibility to determine whether (and how) the services of the referred provider are covered under your Medical Program. You are responsible for any fees charged by the referred provider, and if the services are covered under your Medical Program, you are responsible for any payments, deductibles or other charges required by your Medical Program for those services. You decide whether or not to use the services of any referred EAP Provider.

How the EAP Works

When you recognize a problem with alcohol, drugs or emotional stress that is affecting you, your family and/or your work performance and you would like help, you may contact the EAP directly.

In some instances, your supervisor or the Company's human resources representative may recommend that you seek assistance. An Employee may have expressed to their supervisor or a human resources representative some challenges or stress in his or her personal life that have had no observable impact on the Employee's job performance. In such a case, a supervisor or human resource representative is simply providing some helpful guidance to an Employee that this is a resource that exists and may be helpful to the Employee. A supervisor or human resource manager may also refer an Employee who exhibits job performance problems to the Program.

You may also be referred by others. If you are a member of a collective bargaining unit, you may be referred to the EAP by a union representative.

Limitations

The Program, Participating Companies, Program Administrator, Benefit Administrator and EAP Providers do not represent or warrant the level, degree or quality of the services provided by any provider. They do not have any responsibility or liability for the acts or omissions of providers. Also, admission to any treatment facility or availability of services by a specific provider is not guaranteed. If an EAP Provider refers you to a provider outside of the scope of EAP Services, it does not mean that the provider is in a network covered under your Medical Program or that the provider's services are covered under your Medical Program. It is your responsibility to determine whether or how the provider's services are covered under your Medical Program. A separate SPD describes your Medical Program Benefits. Refer to your Medical Program SPD for benefit information.

EAP Services are limited to assessment, referral and short-term problem resolution. It is important to note that services under the EAP are not mental health/substance abuse treatment services that are designed to diagnose and treat mental illness or substance abuse. If your EAP Provider determines that treatment of mental illness/substance abuse is required, you will be referred to the mental health/substance abuse treatment services provided under your Medical Program, if you are enrolled. Refer to your Medical Program SPD for benefit information.

EAP Providers cannot certify disabilities or determine your or an Eligible Dependent's eligibility for Benefits under any other benefit program. Also, the EAP reserves the right to discontinue assistance to participants who disregard the recommendations of the Benefits Administrator or EAP Providers.

When to Contact the EAP

You may contact the Benefits Administrator 24 hours a day, 7 days a week, every day of the year (including holidays). When you call the Benefits Administrator, you will be connected with a trained Benefits Administrator representative who will discuss your question, problem or concern. Depending on your situation, the Benefits Administrator representative may:

- Refer you to an EAP Provider in your community for in-person visits;
- Link you to available resources in your community; or
- Provide telephonic consultation/intervention if you are in a crisis situation

Your contact with the Benefits Administrator's representatives and EAP Providers is confidential and will not be shared with anyone without your written consent except when:

- Disclosure is required by law, for example, in cases of child abuse or neglect;
- Disclosure is ordered by a court of law, for example, where records are subpoenaed;
- Disclosure is made in connection with required audits of the Program;
- There is serious threat of harm to you or to another individual;
- You or your representative raise an issue in any legal, administrative or grievance proceeding related to your participation in the Program;
- Treatment refusal or treatment failure represents a danger in the workplace or to public safety; or
- You relate facts which, if accurate, would in the judgment of the Company's Legal Department, present a risk of legal liability on the part of the Company, and you are unable or unwilling to report the matter (a) through the Compliance Line/EEO Hotline, (b) directly to management or (c) through your union representative, if applicable.

Any disclosure of Program information or records for one of the foregoing reasons will occur in a manner which maintains your confidentiality as much as reasonably possible.

See the "Contact Information" section for information on how to contact the Benefits Administrator.

Note: Neither Participation in the Program nor contacting an EAP Provider will impact the Company's right to take appropriate disciplinary action with respect to your employment due to unsatisfactory performance or conduct at any time.

WHEN COVERAGE ENDS

KEY POINTS

- *Coverage under the Program generally terminates on the last day of the month in which your employment with the Company ends.*
- *Under certain circumstances, coverage will be continued during a leave of absence or while you are receiving severance pay. Refer to your leave of absence policy or severance pay plan for information.*

For Employees

Coverage under the Program will stop on the earliest of the following:

- The last day of the month in which your employment with a Participating Company stops,
- Your Company is no longer a Participating Company, or
- The day the Program ends.

See the “Extension of Coverage - COBRA” section for information about what rights you may have to continue your coverage.

For Eligible Dependents

Coverage for your Eligible Dependent stops when:

- Your coverage stops.
- The person is no longer a Household Member.
- The person is your eligible Spouse/Partner or Child who becomes covered as an Employee of the Company under this Program.

See the “Extension of Coverage - COBRA” section for information about what rights you or your dependents may have to continue coverage.

Extended Coverage During Leave of Absence or Severance Pay Period

You may be entitled to continue your Program coverage during a leave of absence or while you are receiving severance pay. If you have continued eligibility, you will be informed of that in the documents you receive describing your leave of absence or your severance program.

If Your Active Employment Ends By Reason of Your Death

If you have a surviving Spouse/Partner and/or Children covered by the Program as of the date of your death, they will be eligible to elect continuation coverage under COBRA. See the “Extension of Coverage - COBRA” section for information about what rights you or your dependents may have to continue coverage.

CLAIMS PROCEDURE

KEY POINTS

- *If you or your Eligible Dependents are denied coverage under the Program, you may file a written Claim with the Eligibility and Enrollment Vendor.*
- *If your Claim is denied, you may appeal the decision within 180 days of receipt of the denial notice.*
- *You must exhaust all appeal processes offered by the Program before filing a lawsuit.*

You, your Eligible Dependents or a duly authorized person have the right under ERISA to file a written Claim under the Program.

The following sections describe the procedures used by the Program to process a Claim, along with your rights and responsibilities. These procedures were designed to comply with the rules of the United States Department of Labor (DOL) concerning Claims. It is important that you follow these procedures to make sure you receive the full extent of your Benefits under the Program. You may file suit in federal court if you are denied Benefits under the Program. However, you must complete all available Claims and Appeal processes offered under the Program before filing suit.

When to File a Claim for Eligibility

If you or your Eligible Dependents attempt to participate in the Program and are told you or your Eligible Dependent is not eligible to participate in the Program, you may file a written Claim for Eligibility.

You are responsible for initiating the Claim process. The Claim process does not begin until you have provided a written Claim, as outlined below.

How to File a Claim for Eligibility

To file a Claim, you must submit your written Claim to the Eligibility and Enrollment vendor, along with any documentation that supports your Claim, to the address in the "Contact Information" section. To submit a Claim you must:

- File a completed Claims Initiation Form (CIF) or other written document asserting your Claim, along with any supporting documentation, with the Eligibility and Enrollment Vendor.
- A CIF is available from the Eligibility and Enrollment Vendor on request.

The Eligibility and Enrollment Vendor will notify you of its decision within 30 days of the date it receives your Claim for Eligibility. The Eligibility and Enrollment Vendor may extend this period once (for up to 15 days) if it determines that special circumstances require more time to decide your Claim. If this happens, you will receive a written notice of the special circumstances requiring the extra time and when to expect a response.

If the Eligibility and Enrollment Vendor requires additional information from you in order to determine your Claim, you will receive notification and you will have 45 days from the date you receive the notification to provide the information. The Eligibility and Enrollment Vendor's decision time period will be suspended until you provide the requested information, up to 45 days.

Once the information is received, the Eligibility and Enrollment Vendor will decide your Claim within the time remaining in the initial 30-day or extended 45-day review period, whichever applies.

If you do not respond to the request for information, your Claim will be decided on the basis of the information available, but you may appeal this decision.

The following table summarizes the Program’s Claim decision time frame:

Activity	Number of Days Allowed	
Eligibility and Enrollment Vendor decides on Claim	30 days	From the date the Eligibility and Enrollment Vendor receives your initial Claim
Time period is extended if Eligibility and Enrollment Vendor determines special circumstances require more time	Up to 15 additional days	After the initial 30-day period
You must provide additional information requested by the Eligibility and Enrollment Vendor	45 days	From the date you receive notice from the Eligibility and Enrollment Vendor stating that additional information is needed

What Happens If Your Claim Is Denied

Your Claim is denied when the Eligibility and Enrollment Vendor sends written notice that denies your Claim or if you do not receive notice of the denial within the time periods described above. A written denial notice will contain:

- Specific reasons for the denial;
- Specific references to the Program provisions upon which the denial is based;
- If applicable, a statement that an internal rule, guideline, protocol or other similar criterion was relied upon in making the determination, and that a copy of the rule, guideline, protocol or criterion will be provided free of charge upon request;
- If applicable, a description of any additional information needed to make your Claim acceptable and the reason the information is needed;
- A description of the Program’s Appeal procedures; and
- A statement of your right to file a civil action under ERISA after you have exhausted all opportunities to appeal under the Program.

How to Appeal a Denied Claim

If your Claim is denied and you disagree with the decision, you may appeal the decision by filing a written request for review. To appeal the Claim, you or your authorized representative must file a written Appeal with the Eligibility and Enrollment Vendor within 180 days of receipt of the denial notice. A special form is not required; however, you may contact the Eligibility and Enrollment Vendor and obtain an Appeal form. A service representative also can provide the appropriate address to direct your Appeal.

See the *Eligibility and Enrollment Vendor* table in the “Contact Information” section for contact information.

If you or your authorized representative submits an Appeal of a denied Claim, you or your representative has the right to:

- Send a written statement of the issues and any other comments. Be sure to clearly state any facts and/or reasons you believe should be considered and include any documents, records or other information relating to your Appeal;
- Include any new or additional evidence or materials that support your Appeal. This information must be provided with your written statement when you file your Appeal;
- Request and receive, free of charge, documents relevant to your Claim, such as any internal rule, guideline, protocol or other similar criterion relied on in denying your Claim; and
- Reasonable access to and copies of all documents, records and other information relevant to your Claim for Eligibility.

Appeals Process

Eligibility and Enrollment Appeals Committee (EEAC) members, who were not involved in the initial decision to deny your Claim, will review and decide your Appeal. In the review of your Appeal, the EEAC will not afford deference to the denied Claim.

The EEAC will notify you of its decision within 60 days of the date of receipt of your Appeal. The EEAC can extend this period once (for up to 60 days) if special circumstances require more time to decide your Appeal. If this happens, you will receive a written notice of the special circumstances requiring the extra time and when to expect a response.

The EEAC’s decision on your Appeal will be in writing and will include the specific reasons and references to Program provisions relied on to make the decision. The EEAC’s decision will include a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your Claim for Eligibility. The EEAC has been delegated the exclusive right to interpret and administer applicable provisions of the Program, and its decisions are conclusive and binding and are not subject to further review under the Program. If your Appeal is denied, it is final and is not subject to further review. However, you may have further rights under ERISA, as described in the “ERISA Rights of Participants and Beneficiaries” section.

The following table summarizes the Program’s Appeal for Eligibility decision time frame:

Activity	Number of Days	
You request a review of a denied Claim	180 days	From receipt of a denial notice
Eligibility and Enrollment Appeals Committee (EEAC) decides on Appeal	60 days	From the date the EEAC receives your Appeal
Time period is extended if EEAC determines special circumstances require more time	Up to 60 days	After the initial 60-day period

EXTENSION OF COVERAGE - COBRA

KEY POINTS

- *COBRA continuation coverage is a temporary extension of group coverage that allows Program participants who have lost coverage due to a Qualifying Event to continue coverage for a period of time.*
- *Continuation coverage is the same coverage that the Program offers similarly situated Covered Persons who are currently receiving coverage under this Program.*
- *If you experience a Qualifying Event, you must notify the Eligibility and Enrollment Vendor no later than 60 days after the date the event occurs.*
- *If you experience a termination of employment or reduction in hours, the Company will notify the vendor on your behalf.*
- *Once the vendor is notified, you and your Spouse/Partner and Child(ren) will receive an election form and notice. If you or your Spouse/Partner and Child(ren) do not elect your COBRA continuation coverage within the 65-day election period, you will lose your right to elect continuation coverage.*
- *Generally, you will be required to pay the entire cost of COBRA continuation coverage. This cost is equal to 102 percent of the Company's cost of providing coverage to similarly situated Covered Persons under the Program.*
- *If you fail to pay the COBRA premium by the due date, your COBRA coverage will end and you will not be able to re-enroll.*

COBRA Continuation Coverage

Federal law requires most employers sponsoring group health plans to offer a temporary extension of coverage (called "continuation coverage" or "COBRA" coverage) in certain instances when coverage under the Program would otherwise end. This coverage is available to Employees and their families who are covered by the Program. **This section contains important information about your right to continue your health coverage through COBRA, as well as other health coverage alternatives that may be available to you through the Health Insurance Marketplace at www.HealthCare.gov or by calling 1-800-318-2596. You may be able to get coverage through the Health Insurance Marketplace that costs less than COBRA continuation coverage. Please read the information contained in this section very carefully and keep it for your records.** In this section, "you" is defined as the person or persons who lost coverage due to a Qualifying Event (the "Qualified Beneficiary").

The Program is subject to this law. You will have to pay the entire premium for your continuation coverage.

This section generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive this coverage. This section provides only a summary of your COBRA continuation coverage rights. See the "Your ERISA Rights" section for contact information.

The COBRA Administrator is the Eligibility and Enrollment Vendor. See the *Eligibility and Enrollment Vendor* table in the "Contact Information" section for contact information.

In deciding whether to enroll in COBRA coverage you should consider what other health coverage alternatives may be available for you and your family, including coverage that may be available to you through the Health Insurance Marketplace at www.HealthCare.gov or call **1-800-318-2596**. You may be able to get coverage through the Health Insurance Marketplace that costs less than COBRA continuation coverage.

In the Health Insurance Marketplace, you could be eligible for a new kind of tax credit that lowers your monthly premiums right away, and you can see what your premium, deductibles, and out-of-pocket costs will be before you make a decision to enroll. Being eligible for COBRA does not limit your eligibility for coverage for a tax credit through the Marketplace. Additionally, you may qualify for a special enrollment opportunity for another group health plan for which you are eligible (such as a spouse's plan), even if the plan generally does not accept late enrollees, if you request enrollment within 30 days.

For more information about health insurance options available through the Health Insurance Marketplace, visit www.healthcare.gov.

What Is COBRA Continuation Coverage?

COBRA continuation coverage provides a temporary extension of Program coverage. It is available when coverage would otherwise end because of a life event known as a Qualifying Event. Specific Qualifying Events are listed later in this section.

After a Qualifying Event occurs and any required notice is provided to the COBRA Administrator, COBRA continuation coverage must be offered to each person who is a Qualified Beneficiary. A Qualified Beneficiary is someone who will lose coverage under the Program because of a Qualifying Event. Only Qualified Beneficiaries may elect to continue their group health coverage under COBRA. Qualified Beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

Depending on the type of Qualifying Event, the following may be considered "Qualifying Beneficiaries" if they are covered under the Program on the day before the Qualifying Event occurs:

- Employees.
- Spouses/Partners of Employees.
- Dependent Child(ren) of Employees.
- Certain newborns, newly adopted Child(ren) and alternate recipients under Qualified Medical Child Support Orders (QMCSOs) may also be Qualified Beneficiaries. This is discussed in more detail in the "Child(ren) Born to or Placed for Adoption With the Covered Employee During COBRA Period" section and the "Alternate Recipients Under Qualified Medical Child Support Orders" section.

COBRA continuation coverage is the same coverage that the Program gives to Covered Persons or beneficiaries who are currently participating in the Program and not receiving COBRA continuation coverage. Ordinarily, the COBRA continuation coverage will be the same coverage that you had on the day before the Qualifying Event occurred. But if coverage is changed for similarly situated Active Employees covered by the Program, or their Spouses/Partners or Child(ren), the COBRA continuation coverage generally will be changed in the same way for the Qualified Beneficiaries on COBRA at the same time.

As a COBRA continuation coverage participant, you will have the same rights under the Program during your COBRA continuation coverage period as other Covered Persons.

You can find specific information describing the coverage to be continued under the Program elsewhere in this document and in the Plan document. For more information about your rights and obligations under the Program, you can get a copy of the Plan document by requesting it from the Plan Administrator as described in the "Your ERISA Rights" section.

Qualifying Events: When Is COBRA Continuation Coverage Available?

Employee

If you are an Employee of a Participating Company and are covered by the Program, you become a Qualified Beneficiary and have the right to elect COBRA continuation coverage if you lose your coverage under the Program due to one of the following Qualifying Events:

- Your employment ends for any reason other than your gross misconduct.
- Your hours of employment are reduced.

Spouse or Partner

If you are the Spouse/Partner of an Employee covered under the Program, you will become a Qualified Beneficiary and have the right to elect COBRA continuation coverage if you lose your coverage under the Program because of any of the following Qualifying Events:

- Your Spouse/Partner dies.
- Your Spouse's/Partner's employment ends for any reason other than his or her gross misconduct, or your Spouse's/Partner's hours of employment are reduced.
- You become divorced or legally separated from your Spouse, or your legally recognized partnership is dissolved.
- Your Spouse/Partner becomes entitled to Medicare Part A, Part B or both.

Child(ren)

Your Child who is covered by the Program will become a Qualified Beneficiary and have the right to elect COBRA continuation coverage if he or she loses coverage under the Program because of any of the following, or he or she is born to or placed with you for adoption during a period of COBRA continuation coverage:

- The Eligible Employee-parent dies.
- The Eligible Employee-parent's employment ends for reasons other than gross misconduct, or the Eligible Employee-parent's hours of employment with the Company are reduced.
- The parents' divorce or legal separation or the parents' partnership dissolves.
- The Eligible Employee-parent becomes entitled to Medicare Part A, Part B or both.
- The Child ceases to be eligible as a Child under the Program.

FMLA (Active Employee Only)

Special COBRA rules apply if you take FMLA leave and do not return to work at the end of the leave. Failure to return to work at the end of an FMLA leave may constitute a Qualifying Event

(i.e., an Employee and the Employee's Spouse/Partner and Child(ren) may elect COBRA continuation coverage). In this case, you and your Spouse/Partner and Child(ren), if any, will be entitled to elect COBRA if both of the following conditions are met:

- They were covered under the Program on the day before the FMLA leave began (or became covered during the FMLA leave).
- They will lose coverage under the Program because you do not return to work at the end of the FMLA leave.

This means that you may be entitled to elect COBRA continuation coverage at the end of an FMLA leave for yourself and your dependents even if coverage under the Program ended during the leave.

If you are on a non-FMLA leave that provides coverage as if you were still an Active Employee, and your employment is terminated during the leave or your coverage ends at the end of the maximum coverage period specified for your leave, you (and your Spouse/Partner and Child(ren)) may elect COBRA continuation coverage to be effective as of the date your coverage would end if you are both:

- Covered under the Program on the day before beginning the leave of absence (LOA).
- Terminated from employment for any reason except gross misconduct or lost your coverage due to the expiration of the maximum coverage period.

If COBRA continuation coverage is elected, the maximum coverage period will begin with the date your coverage would otherwise have ended. See the "How Long Does COBRA Continuation Coverage Last?" section for more information.

Important Notice Obligations

You will only receive notification that COBRA continuation coverage is available to you if you notify the COBRA Administrator in a timely manner that a Qualifying Event has occurred.

Your Employer's Notice Obligations

When the Qualifying Event is one of the following, your Employer will notify the Eligibility and Enrollment Vendor within 30 days of the Qualifying Event:

- The end of your employment.
- The reduction of your hours of employment.
- AT&T Inc.'s or your Participating Company's commencement of a Chapter 11 proceeding in bankruptcy.

If your employment ends due to a termination that your Employer determines to have been a result of your gross misconduct, you will receive a notice indicating that you have been determined **not** to be eligible for continuation coverage and why. You may appeal this determination by filing an Appeal with the Eligibility and Enrollment Vendor within 60 days after your receipt of this determination. See the "How to File a Claim for Eligibility" section for more information on your right to appeal an adverse eligibility determination under this Program.

Your Notice Obligations

You are responsible for notifying the Eligibility and Enrollment Vendor if your Spouse/Partner or Child loses coverage under the Program as a result of divorce, legal separation, partnership dissolution, or your entitlement for Medicare (Part A or Part B or both), or the Child's loss of eligible status under the Program. Your Spouse/Partner or Child is responsible for notifying the Eligibility and Enrollment Vendor if your Spouse/Partner or Child loses coverage under the Program as a result of your death. You, your Spouse/Partner or Child *must* provide this notice, using the procedures specified in the "COBRA Notice and Election Procedures" section, no later than 60 days after the later of the date the event occurs or the date the Qualified Beneficiary loses or would lose coverage under the Program's terms. This is generally at the end of the month in which the date on which the Qualifying Event occurs (see the "When Coverage Ends" section for more details).

If you, your Spouse/Partner or Child fails to provide this notice to the COBRA Administrator during this 60-day notice period (using the procedures specified), any Spouse/Partner or Child who loses coverage will not be offered the option to elect continuation coverage. If you, your Spouse/Partner or Child fails to provide this notice to the Eligibility and Enrollment Vendor and if any Claims are mistakenly paid for expenses incurred after the date coverage should have terminated, then you, your Spouse/Partner and Child will be required to reimburse the Program for any Claims paid.

If the COBRA Administrator is provided with timely notice of a Qualifying Event that has caused a loss of coverage for a Spouse/Partner or Child, then the COBRA Administrator will send a COBRA enrollment notice to the last known address of the individual who has lost coverage. The COBRA Administrator will also notify you (the Employee), your Spouse/Partner and Child of the right to elect continuation coverage after the administrator receives notice of either of the following events that results in a loss of coverage:

- Employee's termination of employment for any reason (other than for gross misconduct)
- Reduction in the Employee's hours

COBRA Notice and Election Procedures

All COBRA notices must be provided to the Eligibility and Enrollment Vendor within the time frames and methods specified in this section.

Important COBRA Notice and Election Procedures

You must provide all required notices (or make your COBRA election) no later than the last day of the required notice period (or election period). You can do this by placing a telephone call to the COBRA Administrator at the telephone number in the "Contact Information" section of this SPD or subsequent summaries of material modifications. You must speak to a service associate at the time of the call. Written or electronic communications or calls to other telephone numbers will not meet your obligation to provide this notice. (If you are unable to use a telephone because of deafness, the COBRA Administrator has TTY telephone service available.) See the *Eligibility and Enrollment Vendor* table in the "Contact Information" section for contact information.

When you call to provide notice or elect coverage, you must provide the name and address of the Employee covered under the Program and the name(s) and address(es) of the Qualified Beneficiary(ies) affected. If your notice concerns a Qualifying Event, you also must include the name of the Qualifying Event or second Qualifying Event, if applicable, as well as the date the event(s) happened. If your notice concerns the disability of a Qualified Beneficiary, you also must include the name of the disabled Qualified Beneficiary, the date when the Qualified Beneficiary became disabled and the date the Social Security Administration made its determination. You may be required to provide documentation to support eligibility.

Electing COBRA Continuation Coverage

Once you inform the Eligibility and Enrollment Vendor that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each Qualified Beneficiary. If you elect COBRA continuation coverage in a timely fashion, COBRA continuation coverage will begin on the date that the Program coverage would otherwise have been lost.

In order to elect COBRA continuation coverage (if you are entitled to do so), you and/or your Spouse/Partner and Child(ren) must complete and return the form within 65 days after the later of:

- The date you and/or your dependents lose coverage; or
- The date you and/or your covered dependents are notified of your right to continue coverage (the date on the COBRA enrollment notice).

If you or your Spouse/Partner and Child(ren) do not elect continuation coverage within this 65-day election period using the procedure described in the "COBRA Notice and Election Procedures" section above, you will lose your right to elect continuation coverage.

If you reject COBRA continuation coverage during the election period, you may change that decision and enroll anytime until the end of the election period, using the required election procedure.

In most cases, a single COBRA election form and notice will be provided to the Employee and any eligible Spouse/Partner and Child(ren) or, in the case of an election provided only to the Spouse/Partner and Child(ren), a single election form and notice will be provided to the Spouse/Partner. However, each Qualified Beneficiary has an independent right to elect continuation coverage. For example, both you and your Spouse/Partner may elect continuation coverage, or only one of you may choose to elect continuation coverage. In addition, each eligible

Child may elect coverage, even if one or both of you do not. Parents may elect to continue coverage on behalf of their Child(ren).

Paying for COBRA Continuation Coverage

Generally, each Qualified Beneficiary may be required to pay the entire cost of COBRA continuation coverage. The amount may not exceed 102 percent of the Company's cost to provide Benefits to a similarly situated Covered Person or beneficiary who is not receiving COBRA continuation coverage (or, in the case of an extension of COBRA continuation coverage due to a disability, 150 percent). Your election notice from the Eligibility and Enrollment Vendor will include the cost of COBRA continuation coverage. The amount of your COBRA premium may change from time to time during your period of COBRA coverage, for example, upon annual changes in the cost of Program coverage. You will be notified of any COBRA premium changes.

When you elect COBRA, you will receive an initial bill from the Eligibility and Enrollment Vendor. You must make your first payment for COBRA continuation coverage no later than 60 days after the date of your election. The amount of your required first payment will be stated on your initial bill. It will include the cost of COBRA continuation coverage from the date coverage begins through the end of the month following the month in which the bill is issued. Bills for subsequent coverage will be issued monthly.

How Long Does COBRA Continuation Coverage Last?

COBRA continuation coverage is a temporary continuation of coverage. The maximum duration for COBRA continuation coverage is described in this section. COBRA continuation coverage can end before the end of the maximum coverage period for several reasons that are described in the "Termination of COBRA Coverage Before the End of the Maximum Coverage Period" section.

COBRA Events	
Event	Length of Coverage
If you leave the Company (for reasons other than gross misconduct)	Coverage for you and your dependents may last for up to 18 months*
If coverage stops because you no longer meet the eligibility requirements	Coverage for you and your dependents may last for up to 18 months*
If coverage stops because you are on a military leave	Coverage for you and your dependents may last for up to 24 months
If you die	Coverage for your dependents may last for up to 36 months
If you and your Spouse divorce or become legally separated or Partner requirements are no longer met	Coverage for your Spouse, Partner and/or Eligible Dependent Child(ren) may last for up to 36 months**
If a Child loses dependent status	Coverage for that dependent Child may last for up to 36 months**
If you are laid off	Coverage for you and your dependents may last for up to 18 months*
If you fail to return to work at the end of your family medical leave	Coverage for you and your dependents may last for up to 18 months*
<p><i>*An 18-month continuation period may be extended. For more information, see the "18 Months (Extended Under Certain Circumstances)" section below.</i></p> <p><i>**If you do not call or provide written notice within 60 days after the event, COBRA or insurance continuation rights will be lost for that event.</i></p>	

18 Months (Extended Under Certain Circumstances)

When the Qualifying Event is the end of employment or reduction in hours, COBRA continuation coverage for you, your Spouse/Partner or Child, as applicable, can last for up to 18 months from the date of termination of employment or reduction in hours. There are three ways this 18-month period of COBRA continuation coverage can be extended:

- Disability Extension.** An 11-month extension of coverage may be available if any of the Qualified Beneficiaries in your family become disabled. All of the Qualified Beneficiaries who have elected COBRA continuation coverage will be entitled to the 11-month disability extension if one of them is qualified under this rule. The Social Security Administration (SSA) must formally determine under Title II (Old Age, Survivors and Disability Insurance) or Title XVI (Supplemental Security Income) of the Social Security Act that the Qualified Beneficiary was disabled at some time prior to or during the first 60 days of COBRA continuation coverage. You must notify the Eligibility and Enrollment Vendor of this fact, using the notification procedure identified in the "COBRA Notice and Election Procedures" section. **You must provide this notification within 60 days after the later of the SSA's determination or the beginning of COBRA continuation coverage and before the end of the first 18 months of COBRA continuation coverage.** The disabled individual does not need to enroll for coverage in order for the other Qualified Beneficiary family members to be covered. In the event the disabled party does not continue COBRA, only 102 percent of the premium may be charged for months 19 through 29. If the disabled party does continue COBRA, 150 percent of the premium will be charged for months 19 through 29. If

notice of the disability is not provided within the required period using the required procedure, there will be no disability extension of COBRA continuation coverage for any Qualified Beneficiary. If the Qualified Beneficiary is determined by the SSA to no longer be disabled, you must notify the COBRA Administrator within 30 days after the SSA's determination. This is accomplished by using the notice procedure identified in the "COBRA Notice and Election Procedures" section. COBRA continuation coverage for all Qualified Beneficiaries will terminate as of the first day of the month that is more than 30 days after the SSA's determination that the Qualified Beneficiary is no longer disabled, provided it is after the initial 18-month period. The Program reserves the right to retroactively cancel COBRA coverage and will require reimbursement of all Benefits paid after the first day of the month that is more than 30 days after the SSA's determination.

- **Second Qualifying Event.** An extension of up to 18 months of COBRA continuation coverage will be available to Spouses/Partners and Child(ren) who elect COBRA continuation coverage if a second Qualifying Event occurs during the 18-month or 29-month coverage period following an Employee's termination of employment or reduction in hours. The maximum amount of continuation coverage available when a second Qualifying Event occurs is 36 months. The second Qualifying Event must be an event that would provide a 36-month continuation coverage period, such as the death of a covered Employee or a Child ceasing to be eligible for coverage. For the extension period to apply, notice of the second Qualifying Event must be provided to the Eligibility and Enrollment Vendor no later than the 60th day after the later of the date of the second Qualifying Event or the date coverage would otherwise end, using the notification procedure specified in the "COBRA Notice and Election Procedures" section. **If the notice procedure is not followed or notice is not given within the required period, then there will be no extension of COBRA continuation coverage due to a second Qualifying Event.**
- **Medicare extension for Spouse/Partner and Child(ren).** If a Qualifying Event that is a termination of employment or a reduction of hours occurs within 18 months after the Employee becomes entitled to Medicare, then the maximum coverage period for the Spouse/Partner and eligible Child(ren) will end three years after the date the Employee became entitled to Medicare (but the covered Employee's maximum coverage period will remain 18 months).

Termination of COBRA Continuation Coverage Before the End of the Maximum Coverage Period

COBRA continuation coverage for the Employee, Spouse/Partner and/or Child(ren) will automatically terminate when any one of the following six events occurs before the end of the maximum coverage period:

- The premium for the Qualified Beneficiary's COBRA continuation coverage is not paid in full within the allowable grace period.
- After electing COBRA continuation coverage, you (the Employee, Spouse/Partner or Child) become covered under another group health plan/program (as an Employee or otherwise) that provides similar Benefits and has no exclusion or limitation with respect to any pre-existing condition that you have. If the other plan/program has applicable exclusions or limitations that would make your COBRA continuation coverage continue to be of value to you, then your COBRA continuation coverage will terminate after the exclusion or limitation no longer applies. This rule applies only to the Qualified Beneficiary who becomes covered by another group health plan/program.

- After electing COBRA continuation coverage, you (the Employee, Spouse/Partner or Child) become enrolled in Medicare. This will apply only to the person who becomes enrolled in Medicare.
- During a disability extension period, the disabled Qualified Beneficiary is determined by the Social Security Administration to no longer be disabled, however, continuation coverage will not end until the month that begins more than 30 days after the determination.
- If for any reason, other than a Qualifying Event, the Program would terminate coverage of a participant or beneficiary not receiving continuation coverage (such as fraud).
- The Company no longer provides group health coverage to any of its Employees.

Information About Other Individuals Who May Become Eligible for COBRA Continuation Coverage

Child(ren) Born to or Placed for Adoption With the Covered Employee During COBRA Period

A Child born to, adopted by or placed for adoption with you during a period of COBRA continuation coverage is considered to be a Qualified Beneficiary if you are a Qualified Beneficiary and have elected continuation coverage for yourself. The Child's COBRA continuation coverage begins when you notify the Eligibility and Enrollment Vendor about your Child's birth, adoption or placement for adoption. It lasts for as long as COBRA continuation coverage lasts for your other family members. To be enrolled in the Program, the Child must satisfy the otherwise-applicable eligibility requirements (for example, age).

HIPAA Special Enrollment Rights

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) special enrollment rights will apply to those who have elected COBRA. HIPAA, a federal law, gives a person already on COBRA continuation coverage certain rights to add coverage for Eligible Dependents if that person acquires a new dependent (through marriage, birth, adoption or placement for adoption) or if an Eligible Dependent declines coverage because of other coverage and later loses that coverage as a result of certain qualifying reasons. Except for certain Child(ren) described in the "Child(ren) Born to or Placed for Adoption With the Covered Employee During COBRA Period" section above, dependents who are enrolled in a special enrollment do not become Qualified Beneficiaries. Their coverage will end at the same time that coverage ends for the person who elected COBRA and later added them as dependents.

Alternate Recipients Under Qualified Medical Child Support Orders

If you have a Child that is receiving Benefits under the Program pursuant to a Qualified Medical Child Support Order received by the Eligibility and Enrollment Vendor during your (the Employee's) period of employment with the Company, he or she is entitled to the same rights under COBRA as an eligible Child of yours, regardless of whether that Child would otherwise be considered eligible (other than on account of age).

When You Must Notify Us About Changes Affecting Your Coverage

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the **addresses of family members**. While you are an Active Employee, your address in the system of the Eligibility and Enrollment Vendor will be used to send COBRA notices. See the *Active Employee Address and Telephone Number Changes* table in the "Information Changes and Other Common Resources" section for information on how to keep your address current while you

are an Active Employee. See the *Eligibility and Enrollment Vendor* table in the “Contact Information” section for contact information.

Also, for all participants, if your marital status changes or if a covered Child ceases to be eligible for coverage under the Program terms, you, your Spouse/Partner or Child must promptly notify the Eligibility and Enrollment Vendor to remove that person from your coverage. You also must provide the appropriate mailing address for mailing your Spouse’s/Partner’s or Child’s COBRA notice. Such notification is necessary to protect COBRA rights for your Spouse/Partner and Child(ren). In addition, you must notify us if a disabled Employee or family member is determined to no longer be disabled. Once your dependent is enrolled in COBRA, he or she must promptly report any address changes. See the *Pension Service Center* table in the “Contact Information” section for more details.

For More Information

Contact the Eligibility and Enrollment Vendor if you, your Spouse/ Partner or Child(ren) have any questions about this section or COBRA. You also may contact the nearest regional or district office of the U.S. Department of Labor’s Employee Benefits Security Administration (EBSA). Addresses and telephone numbers of regional and district EBSA offices are available online at dol.gov/ebsa (EBSA’s website).

Contact Information

For contact information for the COBRA Administrator, see the *Eligibility and Enrollment Vendor* table in the “Contact Information” section. For contact information for the Plan Administrator, see the *Other Plan Information* table in the “Plan Information” section.

OTHER PROGRAM INFORMATION

KEY POINTS

- *Federal law mandates the privacy and security of your protected health information.*

Protecting the Privacy of Your Protected Health Information

HIPAA provides you with certain rights in connection with the privacy of your health information. The EAP will not use or disclose your protected health information (PHI) for purposes other than treatment, payment or EAP administrative functions without your written authorization as required by federal law. The EAP routinely discloses PHI to insurance companies, Benefits Administrators and other contracted health operations services such as those who verify Benefits or conduct audits. All PHI used, requested or disclosed is limited to the minimum amount necessary to accomplish the intended purpose of the EAP and its administration.

In addition to disclosures for treatment, payment or administrative functions of the EAP, the Program or any service provider referred through the EAP may use or disclose your PHI without your written authorization when: (1) disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public; and (2) the disclosure is to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.

You have the right to inspect and copy, request amendment or correction, restrict the use or disclosure and request an accounting of the uses and disclosures of your PHI. The Plan maintains a Notice of Privacy Practices that provides information to individuals whose PHI will be used or maintained by the Plan.

You may request a free copy of this information at any time upon request by contacting the EAP Benefits Administrator as identified in the "Contact Information" section.

You may also view or print a copy of this Notice through the Benefits section of the HROneStop (from work) or the AT&T secure Internet site at <http://access.att.com> (from home).

Your records are protected by The Privacy Act (5 U.S.C. 552a). Your records related to alcohol and drug problems are protected by 42 CFR 2 Part 2, "Confidentiality of Alcohol and Drug Abuse Patient Records."

EAP Providers must provide Covered Persons with a written notice concerning the confidential nature of Program records along with the conditions where information discussed in sessions may be disclosed.

Your Program records may also be protected by state and professional licensing/credentialing laws and regulations depending on the location of the service site and the professional background of the EAP Provider. These laws and regulations prohibit Benefits Administrator staff from sharing any information about you to anyone outside of the Program Administrators, without your specific written consent.

PLAN ADMINISTRATION

KEY POINTS

- *This section contains important information about how the Plan, including this component Program, is administered.*
- *The Plan is administered by the Plan Administrator, who has full authority and discretion to administer, interpret and enforce the terms of the Plan, and who may delegate that authority and discretion to other entities or individuals. General information about the Plan and its administrators can be found here.*
- *The Plan Sponsor has the right to amend or terminate the Plan at any time.*
- *You must exhaust your Claim and Appeal rights under the Program before bringing a court action for Benefits.*
- *There are time limits for filing an action for Benefits under the Program.*
- *It is very important that you keep the Plan informed of any changes in your mailing address, contact information and family status changes.*

Plan Administrator

The Plan Administrator is the named fiduciary of the Plan, including all component programs, and has the power and duty to do all things necessary to carry out the terms of the Plan. The Plan Administrator has the sole and absolute discretion to interpret the provisions of the Plan, to resolve any ambiguity in the terms of the Plan, to make findings of fact, to determine the rights

and status of you and others under the Plan, to decide and resolve disputes under the Plan and to delegate all or a part of this discretion to third parties. To the extent permitted by law, such interpretations, findings, determinations and decisions are final, conclusive and binding on all persons for all purposes of the Plan.

If the Plan Administrator fails to strictly enforce any provision of the Plan in a given instance, it will not be construed as a waiver of that provision in any later case. The Plan Administrator reserves the right to strictly enforce each and every Plan provision at any time without regard to its prior actions and decisions, the similarity of the circumstances or the number of occurrences.

The Plan Administrator has the authority and discretion to settle or compromise any Claim against the Plan based on the likelihood of a successful outcome as compared with the cost of contesting such Claim. The Plan Administrator also has the authority and discretion to pursue, relinquish or settle any Claim of the Plan against any person. No person may rely on the actions of the Plan Administrator regarding Claims by or against the Plan in connection with any subsequent matter.

Coverage under the Program will be determined solely according to the terms of the Program and the applicable facts. Only the duly authorized acts of the Plan Administrator are valid under the Program. You may not rely on any oral statement of any person regarding the Program and may not rely on any written statement of any person unless that person is authorized to provide the statement by the Plan Administrator and **one** of the following applies:

- The statement is an official decision of the Plan Administrator to an individual whose eligibility for participation or payment of Benefits under the Program is in dispute.
- The statement constitutes a duly authorized interpretation of an ambiguous or doubtful term of the Program.
- The statement constitutes the issuance of a rule, regulation or policy under the Program and applies to all participants.
- The statement communicates an amendment to the Program and applies to all participants.

Administration

The Plan Administrator has contracted with third parties for certain functions including, but not limited to, the processing of Benefits and Claims related thereto. In carrying out these functions, these third-party administrators have been delegated responsibility and discretion for interpreting the provisions of the Program, making findings of fact, determining the rights and status of you and others under the Program and deciding disputes under the Program. The *Plan Information* table indicates the functions performed by a third-party contractor, as well as the name, address and telephone number of each contractor.

Nondiscrimination in Benefits

The federal tax and other laws prohibit discrimination in favor of highly compensated participants or key Employees with regard to some of the Benefits offered under the Program. The Plan Administrator may restrict the amount of nontaxable Benefits provided to key Employees or highly compensated participants and their covered dependents so that these nondiscrimination requirements are satisfied.

Benefits provided under the Program will not discriminate in any of the following ways:

- On the basis of any health factor, including evidence of insurability.

- As to eligibility for Benefits on the basis of a health factor.
- On the basis of premiums, contributions or benefits for similarly situated individuals.

Amendment or Termination of the Plan or Program

AT&T Inc. intends to continue the Program described within this SPD, but reserves the right to amend or terminate the Program and eliminate Benefits under the Program at any time.

In addition, your Participating Company (or the Participating Company from which you terminated employment) reserves the right to terminate its participation in the Program. In any such event, you and other Program participants may not be eligible to receive Benefits as described in this SPD and you may lose Benefits coverage. However, no amendment or termination of the Program will diminish or eliminate any Claim for any Benefits to which you may have become entitled prior to the termination or amendment, unless the termination or amendment is necessary for the Program to comply with the law.

Although no Program amendment or termination will affect your right to any Benefits to which you are already entitled, this does not mean that you or any other Active Employee will acquire a lifetime right to any Benefits under the Program, or to eligibility for coverage under the Program or to the continuation of the Program merely by reason of the fact that the Program was in effect during your employment or at the time you received Benefits under the Program or at any time thereafter.

Limitation of Rights

Participation in the Program does not give you a right to remain employed with your Participating Company or any other AT&T-affiliated Company.

Legal Action Against the Plan

If you wish to bring any legal action concerning your right to participate in the Plan or your right to receive any Benefits under the Plan, you must first go through the Claims and Appeals process described in this SPD. You may not bring any legal action against the Plan for any denied Claim until you have completed the Claims and Appeals process, except as provided in the "Claims and Appeals" section of this SPD. Legal action involving a denied Claim under the Plan must be filed directly against the Plan. The Plan Administrator is the Plan's agent for receipt of legal process in legal actions for Benefits under the Plan, as provided in the *Plan Information* table below. In order to bring an action against the Plan for Benefits, you must bring the action no later than five years following the date your Claim was denied.

You Must Notify Us About Address Changes, Dependent Status Changes and Disability Status Changes

In order to protect your rights under the Program and those of your family members, it is vitally important that you keep the Plan Administrator informed of any changes in your mailing address and those of any covered family members who do not live with you. While you are an Active Employee, your address will be used to send important Program information to you and your covered dependents, including COBRA notices, should your coverage end because of a Qualifying Event such as termination of employment or reduction of hours. See the *Active Employee Address and Telephone Number Changes* table in the "Information Changes and Other Common Resources" section for information on how to keep your address current while you are an Active

Employee. See the *Eligibility and Enrollment Vendor* table in the “Contact Information” section for contact information.

Also, for all participants, if your marital status changes, you must promptly report the change to the Eligibility and Enrollment Vendor. If you have any changes in your dependents, such as the birth or death of a Child, a covered Child ceases to be eligible under the Program terms because of reaching the maximum age limit under the Program, or if a Child is placed with you for adoption, you must report these changes to the Program’s Eligibility and Enrollment Vendor.

Where eligibility of a dependent is lost through divorce or other loss of eligibility, you, your Spouse/Partner or dependent must promptly notify the Eligibility and Enrollment Vendor to remove that dependent from your coverage and provide the appropriate mailing address for mailing the affected dependent’s COBRA notice. Such notification is necessary to protect COBRA rights for your Spouse/Partner or dependent Child who is affected by the loss of coverage. Failure to keep the Eligibility and Enrollment Vendor advised of changes in your marital status, dependents, mailing address and contact information may result in the permanent loss of significant Benefits rights.

EXAMPLE: Joseph Employee lives at 123 Main Street, Our Town, USA, and is covered under the Program. Employee moves to 456 Broadway, Our Town, USA, but does not notify the Plan Administrator of his new address. Three months later, Employee quits to seek other employment. The Program’s COBRA Administrator sends Employee’s COBRA notice and election materials to his last known address at 123 Main Street, Our Town, USA. Employee does not receive the COBRA materials and does not elect COBRA continuation coverage. Six months later, Employee has a serious health condition and incurs substantial medical expenses. Employee inquires with the Plan Administrator about COBRA continuation coverage. Employee has no COBRA rights because the COBRA Administrator sent his COBRA notice and election form to the last known address in its files, and Employee did not elect COBRA continuation coverage within 60 days. Employee’s COBRA rights have extinguished, and he cannot obtain health coverage through the Program.

Plan Information

This section provides you with important information about the Plan. The following *Other Plan Information* table provides you important administrative details including:

- **Plan Administrative Information.** The Plan can be identified by a specific name and identification number that is on file with the U.S. Department of Labor. The *Other Plan Information* table provides this official Plan name, the name of the Program addressed in this SPD, the Plan identification number, Plan Year and certain details on Plan records.
- **Important Entities and Addresses.** Situations may occur that require you to contact (in writing or by telephone) a specific administrative entity related to the Plan. Details throughout this SPD explain instances when the entities identified in the *Other Plan Information* table are important to a process related to the Plan.

- **Plan Funding.** In most instances, the Company pays the Cost of Coverage under the Program. The *Other Plan Information* table provides details on how the Plan funds the Cost of Coverage.
- **Collective Bargaining Procedures (if applicable).** Certain Programs contain provisions maintained pursuant to a collective bargaining agreement. The *Other Plan Information* table provides information on how to obtain copies of the collective bargaining agreement.

The text immediately after the table provides information regarding the arrangements by the Plan Administrator with various third parties to provide services to the Plan, including Benefits Administration and eligibility and enrollment functions. Please see the applicable *Benefits Administrator* table in the "Contact Information" section for contact information for these third parties.

Other Plan Information	
Plan Name	AT&T Umbrella Benefit Plan No. 2
Program Name	AT&T Employee Assistance Program
Plan Number	601
Plan Sponsor/Employer Identification Number (EIN)	AT&T Inc. P.O. Box 132160 Dallas, TX 75313-2160 210-351-3333 EIN 43-1301883
Plan Administrator	AT&T Services, Inc. P.O. Box 132160 Dallas, TX 75313-2160 210-351-3333
Name and Address of Employer	Affiliates of AT&T Inc. P.O. Box 132160 Dallas, TX 75313-2160 210-351-3333

Other Plan Information	
Type of Administration	<p>Plan administration is retained by the Plan Administrator. However, the Plan Administrator has contracted with third parties for certain functions associated with the Program as follows</p> <p>The Plan Administrator administers Claims and Appeals for Benefits under the Program on a contract basis with the Benefits Administrator, see the "Contact Information" section for more information. The Benefits Administrator has full discretionary authority to interpret Plan provisions as they apply to entitlement for benefit.</p> <p>The Plan Administrator administers enrollment, eligibility, monthly contribution and COBRA under the Program provisions, including the determination of initial Claims for eligibility, on a contract basis with the Eligibility and Enrollment Vendor, see the "Contact Information" section for more information.</p> <p>The AT&T Eligibility and Enrollment Appeals Committee (EEAC) determines final Appeals from the denial of eligibility. The EEAC has full discretionary authority to interpret Plan provisions as they apply to eligibility for benefits. See the "Contact Information" section for the address to write to.</p>
Agent for Service of Legal Process	<p>Process in legal actions in which the Plan is a party should be served on the Plan at the following Address</p> <p>CT Corporation 350 N. St. Paul St. Dallas, TX 75201</p>
Type of Plan	The Plan is an employee welfare benefit plan.
Plan Year	Jan. 1 through Dec. 31
Trustee	<p>AT&T Voluntary Employee Beneficiary Association Trust</p> <p>Frost National Bank 100 W. Houston Street San Antonio, TX 78299</p>
Plan Funding and Contributions	Participating Companies pay for the cost of Benefits provided by the Program. Program Benefits are not paid for by insurance.
Plan Records	All Program records are kept on a calendar year basis beginning on Jan. 1 and ending on Dec. 31.
Collectively Bargained Plan	With respect to certain Eligible Employees, the Program is maintained pursuant to one or more collective bargaining agreements. A copy of the collective bargaining agreement may be obtained by participants and beneficiaries whose rights are governed by such collective bargaining agreement upon written request to the Plan Administrator and also is available for examination by participants and beneficiaries as specified under Department of Labor Regulations Section 2520.104b-30.

Type of Administration and Payment of Benefits

Plan administration is retained by the Plan Administrator. However, the Plan Administrator has contracted with third parties for certain functions associated with the Program, as described below. The Program is self-insured. Benefits provided by the Program are paid from funds made

available for this purpose by a Participating Company out of operating expenses. Program Benefits are not provided by insurance.

EAP Benefits Administrator

The Plan Administrator administers Benefits under the Program on a contract basis with the Benefits Administrator. The Benefits Administrator has the full discretionary authority to interpret the provisions of the Program and to determine EAP Benefits available under the Program.

Eligibility and Enrollment Vendor

The Plan Administrator administers eligibility and COBRA under the Program provisions, including the determination of initial Claims, on a contract basis with the Eligibility and Enrollment Vendor (AT&T Benefits Center). The AT&T Eligibility and Enrollment Appeals Committee (EEAC) determines final Appeals from the denial of a Claim. The EEAC has full discretionary authority to interpret the provisions of the Program and to determine eligibility for Program Benefits.

ERISA RIGHTS OF PARTICIPANTS AND BENEFICIARIES

KEY POINTS

- *ERISA is a federal law that provides certain rights and protections to all participants.*
- *The persons who are responsible for the operation of the Plan have a duty to act prudently and in the interest of the Plan and their beneficiaries.*
- *No one may fire or discriminate against you for exercising your rights under ERISA.*

Your ERISA Rights

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all participants are entitled to:

- Receive information about your Plan and Benefits.
- Examine, without charge, at the Plan Administrator's office and at other specified locations such as worksites and union halls, all documents governing the Plan, including collective bargaining agreements, insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the EBSA.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies. Your written request must be directed to:

AT&T Services, Inc.
Attn: Plan Documents
P.O. Box 132160
Dallas, TX 75313-2160

- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report (SAR).
- Continue group health plan coverage in certain situations.

You may have the right to continue health care coverage for yourself, Spouse/Partner or dependents if there is a loss of coverage under the Plan as a result of a Qualifying Event (see the "Extension of Coverage – COBRA" section). You, your Spouse/Partner or your covered dependents may have to pay for such coverage. Review this SPD and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

- Reduction or elimination of exclusionary periods of coverage for pre-existing conditions under the Plan.

If you had creditable coverage from another group health plan or health insurance issuer before you became a participant in this Plan, you should be provided a certificate of creditable coverage, free of charge, from the other plan when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage or when your COBRA continuation coverage ceases, if you request it before losing coverage or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a pre-existing condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage under this Plan.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including the Company, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your Claim under the Plan is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a Claim that is denied or ignored, in whole or in part, and you have exhausted all applicable administrative remedies under the Plan, you may file suit in state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose,

the court may order you to pay these costs and fees, for example, if it finds your Claim is frivolous.

Assistance With Your Questions

If you have questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

CONTACT INFORMATION

Contact Information	
Benefits Administrator	
Name	ValueOptions
Type	EAP
Services Provided	Employee Assistance Program Administration
Benefits Administrator Contact Numbers	
Contact Numbers Information	To reach a Care Manager
Domestic Telephone Number	800-554-6701
Benefits Administrator Hours of Operation	
Hours of Operation	IVR System: The IVR is available 24 hours a day, seven days a week.
Benefits Administrator Website	
Website Access Information	valueoptions.com/members/Members.htm
Website	achievesolutions.net/att
Benefits Administrator Mailing Address	
General Mailing Address	
Domestic	ValueOptions P.O. Box 1860 Latham, NY 12110
Benefits Administrator Fax Number	
Domestic	877-826-8584

Contact Information	
Vendor	
Name	AT&T Benefits Center
Type	Eligibility and Enrollment Vendor
Services Provided	Responsible for eligibility, enrollment, contributions, billing and COBRA processing
Vendor Contact Numbers	
Domestic Telephone Number	877-722-0020
International Telephone Number	847-883-0866
Vendor Hours of Operation	
Hours of Operation	<p>Service Center: Monday through Friday from 7 a.m. to 7p.m. Central time. To speak to the AT&T Benefits Center by telephone, you will need to provide the last four digits of your Social Security number, your date of birth and your AT&T Benefits Center password.</p> <p>IVR System: The interactive voice response system is available 24 hours a day, seven days a week (except Sundays from 1 a.m. to noon Central time and periodically during the week for one hour between midnight and 5 a.m. for maintenance and updates).</p>
Vendor Website	
Website Access Information	To access the Website, you will need your AT&T Benefits Center user ID and password. To access the AT&T Benefits Center via the telephone, you will need to provide the last four digits of your Social Security number, your date of birth and your AT&T Benefits Center password.
Website	resources.hewitt.com/att
Vendor Mailing Address	
General Mailing Address	
Mailing Address Information	<p>AT&T Benefits Center 100 Half Day Road P.O. Box 1474 Lincolnshire, IL 60069-1474</p>
Claims	
Claims Regular	<p>AT&T Benefits Center Benefits Determination Review Team P.O. Box 1407 Lincolnshire, IL 60069-1407</p>

Contact Information	
Appeals	
Appeals Regular	AT&T Benefits Center Eligibility and Enrollment Appeals Committee P.O. Box 1407 Lincolnshire, IL 60069-1407
Vendor Fax Number	
Domestic	847-883-8217

INFORMATION CHANGES AND OTHER COMMON RESOURCES

It's important to keep your work and home addresses current because the majority of your Benefits, payroll or similar information is sent to them. Please include any room, cubicle or suite number that will help make mail routing more efficient.

Active Employee Address and Telephone Number Changes
<p>For Employees with access to the Employee intranet:</p> <p>Home and work address updates:</p> <ul style="list-style-type: none"> • Go to the OneStop website (onestop.att.com) and select eLink (eCORP) under Tools & Resources. • Enter your AT&T user ID and password for the AT&T Global Logon. (If you do not know your password, please follow the instructions on the screen.) • Once logged on, click OK. • On the eCORP home page, click on "Employee Services." <i>Note: Please be sure the far right-hand scroll bar is all the way to the top.</i> • Select Personal Information. • Select Addresses and Telephone Numbers. • To update your home address, select "Edit" at the bottom of the Permanent Residence box, make any necessary changes and click Save. • To update your work address, select "Edit" at the bottom of the Cubicle/Office box, make any necessary changes and click Save. <p>For Employees without access to the Employee intranet:</p> <p>Contact your supervisor or eLink assistant.</p>

Employees on a Leave of Absence Home Address Changes

Call the Fidelity Service Center to change your address.

Telephone numbers and dialing instructions:

800-416-2363

888-343-0860 (hearing-impaired)

Dial your country's toll-free AT&T Direct Access Number and then enter **800-416-2363** (international)

Hours of operation:

Monday through Friday from 7:30 a.m. to 11 p.m. Central Time

You will need to establish a user name and password, if you haven't already, and you will need it when you call to speak to a service associate.

IMPORTANT: These instructions are for recipients of long-term disability benefits, Employees on a leave of absence (LOA), as well as COBRA participants, alternate payees and survivors who have a pension benefit (including a retiree death benefit) or savings plan benefit that has yet to be paid to you.

If you are not eligible to receive a pension or savings plan benefit or have already received your entire pension and savings plan benefits in a lump sum and are not eligible for a retiree death benefit from your pension plan, call the AT&T Benefits Center at **877-722-0020** to update your home address.

AT&T Benefits Intranet and Internet Access

Your Health Matters section of OneStop (Active Employees only)

Go to the Your Health Matters section of **OneStop** at **onestop.att.com**.

Your Health Matters section of access.att.com (Active Employees from home)

Go to the Your Health Matters section of **access.att.com** (AT&T's secure Internet site) for Benefits information at home.

Your Benefits section of access.att.com (Employees from home)

Go to the Your Benefits section of **access.att.com** (AT&T's secure Internet site) for Benefits information at home.

DEFINITIONS

Active Employee. An Employee who is on a Participating Company's active payroll, regardless of whether such Employee is currently receiving pay.

Appeal. A written request for the Program to review the denial of a Claim under the formal process outlined in the Program. See the "Claims Procedure" section for more information.

AT&T Controlled Group. AT&T Controlled Group includes any of the following:

- Corporation that is a member of a controlled group of corporations within the meaning of section 414(b) of the Code of which the Company is a member.

- Trade or business (whether or not incorporated) with which the Company is under common control (as defined in section 414(c) of the Code).
- Organization (whether or not incorporated) that is a member of an affiliated service group (as defined by section 414(m) of the Code) that includes the Company.
- Other entity required to be aggregated with the Company and treated as a single employer under section 414(o) of the Code.

AT&T Controlled Group Member. Each entity in the AT&T Controlled Group.

AT&T Inc. AT&T Inc. or its successor.

Bargained Employee. Either: (1) an Employee whose job title and classification is included in a collective bargaining agreement between a Participating Company and a union, or (2) an Employee whose job title and classification have been excluded from a collective bargaining agreement, but for whom the Company provides the same Benefits provided to Employees included in a collective bargaining agreement between the union and the Participating Company.

Benefits. Services that are available under the Program. The availability of Benefits is subject to the terms, conditions, limitations and exclusions of the Program.

Benefits Administrator. Any third party, insurance company or other organization or individual to which the Company or the Plan Administrator has delegated the duty to provide Benefits under the Program.

Child(ren). Your or your Spouse's/Partners' biological children, stepchildren or legally adopted children, a child placed with you or your Spouse/Partner for adoption and children for whom either you or your Spouse/Partner is a Legal Guardian. Child(ren) does not include wards of the state or foster children who are not placed with you or your Spouse/Partner for adoption.

Claim. A Claim is a request for reconsideration of a denial of Benefits under the Program.

COBRA. The Consolidated Omnibus Budget Reconciliation Act (P.L. 99-272) as enacted April 7, 1986, and as subsequently amended from time to time. Any reference to COBRA shall be deemed to include any applicable regulations and rulings. See the "Extension of Coverage – COBRA" section for information.

Code. The Internal Revenue Code of 1986, as amended from time to time. Any reference to any section of the Code shall be deemed to include any applicable regulations and rulings.

Common Law Marriage. A marriage occurring in a state recognizing common-law marriages and satisfying the specific minimum state requirements to be considered married under common law.

Company. Company means any or all of AT&T Inc., AT&T Services, Inc., or a Participating Company as indicated by the context, or the successor(s) to such entity(ies), or any successor or successors thereof.

Covered Person. Either the Employee or a Household Member. References to "you" and "your" throughout this SPD are references to a Covered Person. Refer to the "Eligibility and Participation" section for eligibility provisions.

Dependent Parent. A parent of an Eligible Employee or of an Eligible Employee's Spouse/Partner who depends upon the Eligible Employee for support, resides with the Eligible Employee or resides in a house provided by the Eligible Employee in the Eligible Employee's community or metropolitan area.

Disabled Child(ren). An unmarried Child who is mentally or physically disabled and incapable of self-support, unable to care for their personal needs and fully dependent on you for support. You must provide satisfactory evidence of your Disabled Child's disability in order for your Disabled Child to be eligible for coverage under the Program. In addition, an independent medical examination of your Disabled Child may be required.

Domestic Partner. Your partner of the same gender:

- Who resides in the same household as you;
- Who is at least 18 years old, mentally competent to enter into a valid contract, unrelated to you and not legally married to anyone;
- With whom you have a close and committed personal relationship and there is no other such relationship with any other person; and
- With whom you share responsibility for each other's welfare and financial obligations.

EAP Provider. The individual or organization selected by the Benefits Administrator that provides Benefits pursuant to a contractual relationship with the Benefits Administrator.

East Region. The states of Connecticut, Massachusetts and Rhode Island.

Eligibility and Enrollment Appeals Committee (EEAC). The committee appointed by the Company to make the final determination on eligibility and enrollment Appeals.

Eligibility and Enrollment Vendor. The Eligibility and Enrollment Vendor, known as the AT&T Benefits Center, is the third-party vendor to which the Plan Administrator has delegated responsibility under the Program for eligibility determinations, Cost of Coverage information, billing and COBRA administration.

Eligible Dependent(s). Household Members of the Eligible Employee.

Employee. Any individual, other than a leased employee or Nonresident Alien Employed Outside the United States, who is carried on the payroll records of a Participating Company as a common law employee and who receives a regular and stated compensation, other than a pension or retainer, from that Participating Company, in exchange for services rendered to that AT&T Participating Company.

- For purposes of the preceding sentence, the term "leased employee" refers to any individual who is a leased employee within the meaning of Section 414(n)(2) of the Code; and
- The term "Employee" does not include any individual:
 - Who is rendering services to an AT&T Participating Company pursuant to a contract, arrangement or understanding either purportedly (i) as an independent contractor, or (ii) as an employee of an agency, leasing organization or any other such company that is outside of the AT&T Controlled Group and is providing services to an AT&T Participating Company; or
 - Who is treated by an agency, leasing organization or any other such company that is outside of the AT&T Controlled Group as an employee of such agency, leasing organization or other such company while rendering services to an AT&T Participating Company, even if such individual is later determined (by judicial action or otherwise) to have been a common-law employee of an AT&T Participating Company rather than an

independent contractor or an employee of such agency, leasing organization or other such company.

- For purposes of this definition, a "Nonresident Alien Employed Outside the United States" is any individual who receives no earned income (within the meaning of Section 11(d)(2) of the Code) from any AT&T Participating Company that constitutes income from sources within the United States (within the meaning of Section 861(a)(3) of the Code). Notwithstanding the preceding sentence, any individual who is classified by an AT&T Participating Company as a global manager will not be considered a Nonresident Alien Employed Outside the United States.

Employer. The AT&T Controlled Group Member that issues your paycheck/that pays you.

ERISA. The Employee Retirement Income Security Act of 1974, as amended from time to time. Any reference to any section of ERISA shall be deemed to include any applicable regulations and rulings.

Expatriate Employee. An Employee (including a Global Manager) who is assigned by a Participating Company to work outside the United States of America for a period originally intended to be six or more consecutive months.

FMLA. The Family Medical Leave Act of 1993, as amended from time to time.

HIPAA. The Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended from time to time including any applicable regulations and rulings.

Household Members.

- You;
- Your Spouse/Partner;
- Children;
- Dependent Parents; and

Any other individual who depends upon the Eligible Employee for support, who resides with the Eligible Employee or resides in a house provided by the Eligible Employee in the Eligible Employee's community or metropolitan area.

Legal Guardian. A legally declared guardian relationship (or its equivalent) under applicable state law between you and/or your Spouse/Partner and a Child.

Legally Recognized Partner (LRP). Any individual:

- Who is a Registered Domestic Partner (RDP), or
- With whom an Eligible Employee has entered into a same-gender relationship pursuant to and in accordance with state or local law, such as civil union or other legally recognized arrangement that provides similar legal benefits, protections and responsibilities under state law to those afforded to a Spouse.

Management Employee. An Employee who is classified as management on the records of the Company.

Medical Program. The Company-sponsored medical benefit program that provides comprehensive medical benefits and for which you are eligible and enrolled.

Midwest Region. The states of Illinois, Indiana, Michigan, Ohio and Wisconsin.

Nonmanagement Nonunion Employee (NMNU). An Employee who is not covered by a collective bargaining agreement and who is not classified as management.

Participating Company. Any AT&T Company that has elected to participate in the Program subject to approval by the Plan Sponsor.

Partner. Your Legally Recognized Partner or your Domestic Partner. See the definition of Legally Recognized Partner.

Plan. The AT&T Umbrella Benefit Plan No. 2.

Plan Administrator. AT&T Services, Inc.

Plan Year. The calendar year beginning Jan. 1 and ending Dec. 31.

Program. The AT&T Employee Assistance Program.

Qualified Beneficiary. A Covered Person losing coverage under the Program who is eligible to elect COBRA continuation coverage. See the "Extension of Coverage – COBRA" section for more information.

Qualified Medical Child Support Order (QMCSO). See the "Qualified Medical Child Support Order" section for a definition and requirements.

Qualifying Event. An event such as loss of your job, reduction of your hours, death of a covered Employee, divorce, or loss of eligibility as a dependent, that results in the loss of coverage under the Program and gives rise to a right to elect COBRA continuation coverage. See the "Extension of Coverage – COBRA" section for more information.

Registered Domestic Partner (RDP). Any individual with whom an Employee has entered into a domestic partnership that has been registered with a governmental body pursuant to state or local law authorizing such registration and such relationship has not terminated. You may be asked to provide a copy of the domestic partner registration and other evidence that you continue to meet the requirements of the applicable registry and that the registered domestic partnership has not ended.

Spouse. The person to whom you are legally married, including through Common Law Marriage.

APPENDIX A: PARTICIPATING COMPANIES

This appendix lists the Companies that participate in the Program and provides general information about groups of Employees that may be eligible to participate. Within this table, you will see various combinations of Company name, Employee groups and bargaining units, if applicable. If you are a Management or Nonmanagement Nonunion Employee, an “N/A” will be in the bargaining unit column. In addition, the Company acronym for this combination of Company name, Employee group and bargaining unit is listed in the first column.

This appendix is intended to provide information regarding Participating Companies and the Employee groups eligible to participate in the Program, not an individual’s eligibility. Do not use this appendix to determine if you personally are eligible to participate in the Program. See the “Eligibility and Participation” section for specific information on eligibility.

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
Population Abbreviation			
AIS - CWA District 9	SBC Global Services, Inc. AIS	Bargained	SBC Global Services, Inc. - CWA District 9 (Appendix D to the AT&T West Core Contract - CWA District 9)
AIS - IBEW Local 134	SBC Global Services, Inc. AIS	Bargained	SBC Global Services, Inc. - IBEW Local 134 (Appendix F to the AT&T Midwest Core Contract - IBEW Local 21)
AIS - IBEW Local 21	SBC Global Services, Inc. AIS	Bargained	SBC Global Services, Inc. - IBEW Local 21 (Appendix D to the AT&T Midwest Core Contract - IBEW Local 21)
AIS - IBEW Local 494	SBC Global Services, Inc. AIS	Bargained	SBC Global Services, Inc. - IBEW Local 494 (Appendix G to the AT&T Midwest Core Contract - IBEW Local 21)
AIS - IBEW Local 58	SBC Global Services, Inc. AIS	Bargained	SBC Global Services, Inc. - IBEW Local 58 (Appendix E to the AT&T Midwest Core Contract - IBEW Local 21)
AIS - M	SBC Global Services, Inc. AIS	Management	N/A
AIS - NMNU M	SBC Global Services, Inc. AIS	Nonmanagement Nonunion Follows Management level of Benefits.	N/A
AIS COS - CWA District 4	SBC Global Services, Inc. AIS	Bargained	SBC Global Services, Inc., COS - CWA District 4

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
Population Abbreviation			
AIS CPE - CWA District 4	SBC Global Services, Inc. AIS	Bargained	SBC Global Services, Inc. (CPE) - CWA District 4 (Appendix G to the AT&T Midwest Core Contract - CWA District 4)
AKI - IBEW Local 1547	Alascom, Inc. AKI	Bargained	AT&T Alascom, Inc. - IBEW Local 1547
AKI - M	Alascom, Inc. AKI	Management	N/A
BBI - CWA District 3	AT&T Billing Southeast, LLC BBI	Bargained	AT&T Billing Southeast, LLC - CWA District 3
BBI - M	AT&T Billing Southeast, LLC BBI	Management	N/A
BCS - CWA District 3	BellSouth Communication Systems, LLC BCS	Bargained	AT&T Southeast Core Contract - CWA District 3
BCS - M	BellSouth Communication Systems, LLC BCS	Management	N/A
BCS - NMNU M	BellSouth Communication Systems, LLC BCS	Nonmanagement Nonunion Follows Management level of benefits.	N/A
BST - CWA District 3	BellSouth Telecommunications, LLC BST	Bargained	AT&T Southeast Core Contract - CWA District 3
BST - M	BellSouth Telecommunications, LLC BST	Management	N/A

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
Population Abbreviation			
BST (ND & CA) - District 3	BellSouth Telecommunications, LLC BST (ND & CA)	Bargained	BellSouth Telecommunications, LLC (National Directory & Customer Assistance) - CWA District 3
BST (UO) - District 3	BellSouth Telecommunications, LLC BST (UO)	Bargained	BellSouth Telecommunications, LLC (Utility Operations) - CWA District 3
CINAIO - M	Cricket Wireless LLC CINAIO	Management Effective Dec. 9, 2013, Employees transferred to this entity.	N/A
CINSRV - CWA District 3	AT&T Mobility Puerto Rico Inc. CINSRV	Bargained	AT&T Mobility Puerto Rico Inc. - CWA District 3 (Green Contract)
CINSRV - M	AT&T Mobility Puerto Rico Inc. CINSRV	Management	N/A
CINW - CWA District 3	AT&T Mobility Services LLC CINW	Bargained	AT&T Mobility Services LLC - CWA District 3 (Black Contract)
CINW - CWA District 6	AT&T Mobility Services LLC CINW	Bargained	AT&T Mobility Services LLC - CWA District 6 (Purple Contract)
CINW - CWA Districts 1, 2, 4, 7, 9, 13	AT&T Mobility Services LLC CINW	Bargained	AT&T Mobility Services LLC - CWA Districts 1, 2, 4, 7, 9, 13 (Orange Contract)
CINW - IBEW Local 1547	AT&T Mobility Services LLC CINW	Bargained	AT&T Mobility Services LLC - IBEW Local 1547 (Blue Contract)
CINW - M	AT&T Mobility Services LLC CINW	Management	N/A
ILB - CWA District 4	Illinois Bell Telephone Company ILB	Bargained	AT&T Midwest Core Contract - CWA District 4

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
Population Abbreviation			
ILB - IBEW Local 21	Illinois Bell Telephone Company ILB	Bargained	IBEW System Counsel T-3 (AT&T Midwest Contract)
ILB - M	Illinois Bell Telephone Company ILB	Management	N/A
ILB - NMNU IBEW	Illinois Bell Telephone Company ILB	Nonmanagement Nonunion Follows IBEW System Counsel T-3 (AT&T Midwest Contract) level of Benefits.	N/A
INB - CWA District 4	Indiana Bell Telephone Company, Incorporated INB	Bargained	AT&T Midwest Core Contract - CWA District 4
INB - IBEW Local 21	Indiana Bell Telephone Company, Incorporated INB	Bargained	IBEW System Counsel T-3 (AT&T Midwest Contract)
INB - M	Indiana Bell Telephone Company, Incorporated INB	Management	N/A
INB - NMNU CWA	Indiana Bell Telephone Company, Incorporated INB	Nonmanagement Nonunion Follows AT&T Midwest Core Contract - CWA District 4 level of Benefits.	N/A
MIB - CWA District 4	Michigan Bell Telephone Company MIB	Bargained	AT&T Midwest Core Contract - CWA District 4
MIB - M	Michigan Bell Telephone Company MIB	Management	N/A
MIB - NMNU CWA	Michigan Bell Telephone Company MIB	Nonmanagement Nonunion Follows AT&T Midwest Core Contract - CWA District 4 level of Benefits.	N/A

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
Population Abbreviation			
MJ - M	AT&T Digital Life, Inc. MJ	Management Management Employees transferring to this entity in December 2015.	N/A
NB - CWA District 9	Nevada Bell Telephone Company NB	Bargained	AT&T West Core Contract - CWA District 9
NB - M	Nevada Bell Telephone Company NB	Management	N/A
OHB - CWA District 4	The Ohio Bell Telephone Company OHB	Bargained	AT&T Midwest Core Contract - CWA District 4
OHB - M	The Ohio Bell Telephone Company OHB	Management	N/A
OHB - NMNU CWA	The Ohio Bell Telephone Company OHB	Nonmanagement Nonunion Follows AT&T Midwest Core Contract - CWA District 4 level of Benefits.	N/A
PB - CWA District 9	Pacific Bell Telephone Company PB	Bargained	AT&T West Core Contract - CWA District 9
PB - IBEW Local 1269	Pacific Bell Telephone Company PB	Bargained	Pacific Bell Telephone Company - IBEW Local 1269
PB - M	Pacific Bell Telephone Company PB	Management	N/A
PB - NMNU CWA	Pacific Bell Telephone Company PB	Nonmanagement Nonunion Follows AT&T West Core Contract - CWA District 9 level of Benefits.	N/A
SBCI-MSI - M	AT&T Mexico, LLC SBCI - MSI	Management	N/A

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
Population Abbreviation			
SBC-MSI - M	AT&T Management Services, L.P. SBC - MSI	Management	N/A
SBCSI - CWA	AT&T Services, Inc. SBCSI	Bargained	AT&T Corp. Core Contract - CWA
SBCSI - CWA District 1	AT&T Services, Inc. SBCSI	Bargained	AT&T East Core Contract - CWA District 1
SBCSI - CWA District 3	AT&T Services, Inc. SBCSI	Bargained	AT&T Southeast Core Contract - CWA District 3
SBCSI - CWA District 4	AT&T Services, Inc. SBCSI	Bargained	AT&T Midwest Core Contract - CWA District 4
SBCSI - CWA District 6	AT&T Services, Inc. SBCSI	Bargained	AT&T Southwest Core Contract - CWA District 6
SBCSI - CWA District 9	AT&T Services, Inc. SBCSI	Bargained	AT&T West Core Contract - CWA District 9
SBCSI - CWA District 9 (SBLD)	AT&T Services, Inc. SBCSI	Bargained	AT&T Services, Inc. - CWA District 9 (SBLD)
SBCSI - IBEW	AT&T Services, Inc. SBCSI	Bargained	IBEW System Counsel T-3 (AT&T Corp. National Contract)
SBCSI - IBEW Local 21 (Core)	AT&T Services, Inc. SBCSI	Bargained	IBEW System Counsel T-3 (AT&T Midwest Contract)
SBCSI - M	AT&T Services, Inc. SBCSI	Management	N/A
SBCSI - NMNU Legacy T CWA	AT&T Services, Inc. SBCSI	Nonmanagement Nonunion Hired before Aug. 8, 2009. Follows AT&T Corp. Core Contract - CWA (Legacy T) level of Benefits.	N/A
SBCSI - NMNU Legacy T M	AT&T Services, Inc. SBCSI	Nonmanagement Nonunion Hired on or after Aug. 8, 2009. Follows Legacy T Management level of Benefits.	N/A

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
Population Abbreviation			
SBCSI - NMNU MW CWA	AT&T Services, Inc. SBCSI	Nonmanagement Nonunion Follows AT&T Midwest Core Contract - CWA District 4 level of Benefits.	N/A
SBCSI - NMNU MW IBEW	AT&T Services, Inc. SBCSI	Nonmanagement Nonunion Follows IBEW System Counsel T-3 (AT&T Midwest Contract) level of Benefits.	N/A
SBCSI - NMNU SW CWA	AT&T Services, Inc. SBCSI	Nonmanagement Nonunion Follows AT&T Southwest Core Contract - CWA District 6 level of Benefits.	N/A
SBCSI - NMNU West CWA	AT&T Services, Inc. SBCSI	Nonmanagement Nonunion Follows AT&T West Core Contract - CWA District 9 level of Benefits.	N/A
SBCSI Tier 1 - CWA	AT&T Services, Inc. SBCSI	Bargained	AT&T Services, Inc., National Internet Contract - Tier 1 - CWA
SBCSI Tier 2 - CWA	AT&T Services, Inc. SBCSI	Bargained	AT&T Services, Inc., National Internet Contract - Tier 2 - CWA
SWBT - CWA District 6	Southwestern Bell Telephone Company SWBT	Bargained	AT&T Southwest Core Contract - CWA District 6
SWBT - M	Southwestern Bell Telephone Company SWBT	Management	N/A
SWBT - NMNU CWA	Southwestern Bell Telephone Company SWBT	Nonmanagement Nonunion Follows AT&T Southwest Core Contract - CWA District 6 level of Benefits.	N/A
TCORP - CWA	AT&T Corp. TCORP	Bargained	AT&T Corp. Core Contract - CWA
TCORP - CWA District 1 (SNEDG)	AT&T Corp. TCORP	Bargained	AT&T East Core Contract - CWA District 1 (SNEDG)

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
Population Abbreviation			
TCORP - IBEW	AT&T Corp. TCORP	Bargained	IBEW System Counsel T-3 (AT&T Corp. National Contract)
TCORP - M	AT&T Corp. TCORP	Management	N/A
TCORP - NMNU CWA	AT&T Corp. TCORP	Nonmanagement Nonunion Hired before Aug. 8, 2009. Follows AT&T Corp. Core Contract - CWA (Legacy T) level of Benefits.	N/A
TCORP - NMNU M	AT&T Corp. TCORP	Nonmanagement Nonunion Hired on or after Aug. 8, 2009. Follows Legacy T Management level of Benefits.	N/A
TGCS - M	AT&T Global Communication Services, Inc. TGCS	Management	N/A
TGCS - NMNU CWA	AT&T Global Communication Services, Inc. TGCS	Nonmanagement Nonunion Hired before Aug. 8, 2009. Follows AT&T Corp. Core Contract - CWA (Legacy T) level of Benefits.	N/A
TGCS - NMNU M	AT&T Global Communication Services, Inc. TGCS	Nonmanagement Nonunion Hired on or after Aug. 8, 2009. Follows Legacy T Management level of Benefits.	N/A
TGSI - M	AT&T Government Solutions, Inc. TGSI	Management	N/A
TPR - CWA District 3	AT&T of Puerto Rico, Inc. TPR	Bargained	AT&T of Puerto Rico, Inc. - CWA District 3
TPR - M	AT&T of Puerto Rico, Inc. TPR	Management	N/A

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
Population Abbreviation			
TPR - NMNU CWA	AT&T of Puerto Rico, Inc. TPR	Nonmanagement Nonunion Follows AT&T of Puerto Rico, Inc. - CWA District 3 level of Benefits.	N/A
TSC - CWA	AT&T Support Services Company Inc. TSC	Bargained	AT&T Corp. Core Contract - CWA
TSC - IBEW	AT&T Support Services Company Inc. TSC	Bargained	IBEW System Counsel T-3 (AT&T Corp. National Contract)
TSC - M	AT&T Support Services Company Inc. TSC	Management	N/A
TSRVC - CWA	Teleport Communications America, LLC TSRVC	Bargained	AT&T Corp. Core Contract - CWA
TSRVC - IBEW	Teleport Communications America, LLC TSRVC	Bargained	IBEW System Counsel T-3 (AT&T Corp. National Contract)
TSRVC - M	Teleport Communications America, LLC TSRVC	Management	N/A
TSRVC - NMNU CWA	Teleport Communications America, LLC TSRVC	Nonmanagement Nonunion Hired before Aug. 8, 2009. Follows AT&T Corp. Core Contract - CWA (Legacy T) level of Benefits.	N/A
TSRVC - NMNU M	Teleport Communications America, LLC TSRVC	Nonmanagement Nonunion Hired on or after Aug. 8, 2009. Follows Legacy T Management level of Benefits.	N/A

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
Population Abbreviation			
TTSC - M	AT&T Technical Services Company, Inc. TTSC	Management	N/A
TVI - M	AT&T of the Virgin Islands, Inc. TVI	Management	N/A
TVI - NMNU CWA	AT&T of the Virgin Islands, Inc. TVI	Nonmanagement Nonunion Hired before Aug. 8, 2009. Follows AT&T Corp. Core Contract - CWA (Legacy T) level of Benefits.	N/A
TVI - NMNU M	AT&T of the Virgin Islands, Inc. TVI	Nonmanagement Nonunion Hired on or after Aug. 8, 2009. Follows Legacy T Management level of Benefits.	N/A
TWPS - M	AT&T World Personnel Services, Inc. TWPS	Management	N/A
WIB - CWA District 4	Wisconsin Bell, Inc. WIB	Bargained	AT&T Midwest Core Contract - CWA District 4
WIB - M	Wisconsin Bell, Inc. WIB	Management	N/A
WIB - NMNU CWA	Wisconsin Bell, Inc. WIB	Nonmanagement Nonunion Follows AT&T Midwest Core Contract - CWA District 4 level of Benefits.	N/A