

THE AVAYA INC.

GROUP LEGAL SERVICES PLAN

SUMMARY PLAN DESCRIPTION

**Effective 1/1/2007
Last Updated 3/30/2007**

This is a Summary Plan Description (SPD) of the benefits available, effective January 1, 2007, to **eligible employees** under The Avaya Inc. Group Legal Services Plan (Legal Services Plan).

The Board of Directors of Avaya Inc. (or its delegate) reserves the right to modify, suspend or terminate the Legal Services Plan at any time, subject to the terms of applicable collective bargaining agreements. Questions regarding your benefits should be addressed to the Plan Administrator (see "Important Contacts"). Because of the many detailed provisions of the Legal Services Plan, no one other than the Plan Administrator is authorized to advise you as to your benefits. For this reason, Avaya Inc. is not bound by statements made by anyone or any entity other than the Plan Administrator or its authorized delegates.

Please note that participation in the Legal Services Plan is neither an offer of employment nor a guarantee of employment for any period of time at Avaya Inc.

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INTRODUCTION

The Avaya Inc. Group Legal Services Plan (Legal Services Plan) provides certain prepaid coverage for a wide range of *personal* legal services for you (the employee) and your **eligible dependents**. Legal services relating to your employment at Avaya Inc., business ventures or investments are not covered.

If you are an **eligible employee**, participation in the Legal Services Plan begins automatically on the first day of the month in which you attain six months of **net credited service**. Avaya Inc. pays the full cost to provide you with this coverage.

HIGHLIGHTS

Here is a summary of some features of the Legal Services Plan.

Plan Feature	Summary
Eligibility	If you are an eligible employee (a regular, active, full-time or part-time, represented employee with at least six months of net credited service who works for a Participating Company), you and your eligible dependents are eligible for coverage.
When Coverage Begins	If you are an eligible employee , you and your eligible dependents are automatically covered under the Legal Service Plan on the first day of the month in which you attain six months of net credited service with a Participating Company . You may elect to waive coverage.
Coverage Provided	<p>The Legal Services Plan provides coverage for certain pre-paid <i>personal</i> legal services that are authorized by the Claims Administrator. Some examples of covered services are:</p> <ul style="list-style-type: none"> • Consultations with an attorney • Separation, divorce or annulment proceedings • Preparation of wills and codicils • Real estate sale, purchase or refinancing of your primary residence <p>Legal services relating to your employment at Avaya Inc., business ventures or investments are not covered. In addition, specific limitations and exclusions apply.</p> <p>Benefits are only available for covered services authorized in advance by the Claims Administrator (see “How the Plan Works”). In most cases, covered services are provided by Participating Law Firms. You will not pay any attorney fees for these services, but you will be billed for certain additional legal expenses. You may use a non-Participating Law Firm; however, reimbursement to you will be in accordance with a set schedule.</p>

Plan Feature	Summary
Information about the Legal Services Plan	To be eligible for benefits, you should call the Claims Administrator (see “Important Contacts”) for authorization <i>before</i> you contact any attorney. If you do <i>not</i> get authorization in advance, <i>benefits may be denied</i> . This means you will be responsible for paying all legal fees and related expenses for covered services.
Cost	If you are an eligible employee , the Company pays 100% of the coverage cost for you and your eligible dependents . Due to Federal income tax laws, you may be taxed on the imputed income for the premium cost paid by Avaya for coverage.

TERMS YOU SHOULD KNOW

There are several words and phrases that have a specific meaning under the Legal Services Plan. This section explains those terms so you can better understand your benefits. These terms are printed in **boldface** when they appear to let you know they are defined here.

Annual enrollment: the period of time each year designated by the Company in which you can generally make changes in your benefits. Elections made during annual enrollment are effective on the first day of the following calendar year.

Avaya Health and Benefits Decision Center: the resource to call to make changes in your coverage or ask questions about the Legal Services Plan. See “Important Contacts.”

Claims Administrator: the company authorized by Avaya Inc. to administer the Legal Services Plan.

Consultation: the opportunity to discuss a personal legal matter with an attorney over the phone or in the attorney’s office before the attorney actually represents you.

Class I dependents: include your **lawful spouse** and each unmarried child through December 31st of the year in which the child reaches age 23.

To be eligible, a child must be:

- Your biological child and/or your legally adopted child living with you, including any child in the formal legal process of adoption, regardless of residence,
- A stepchild living with you, or
- A child living with you for whom you or your **lawful spouse** is the legal guardian. This does not include “wards of the state” or “foster children.”

Class I dependents also include each unmarried child of any age who is determined to be eligible by the applicable medical **Claims Administrator** by meeting all of the following criteria:

- Incapable of self-support,
- Physically or mentally handicapped, and
- Fully dependent on you for support.

To be covered as Class I dependents, children beyond the age of 23 years must be certified for coverage by the applicable medical Claims Administrator under the Avaya Inc. Medical Expense Plan. You must complete an application form available from your applicable medical Claims Administrator and submit it for approval to the address listed on the form.

No coverage is available for a child over age 23 who is incapacitated for a short time due to illness or accident (e.g., a broken leg).

Domestic Partner: an individual (same-gender or opposite-gender) is your domestic partner if you both complete and file with the **Avaya Health and Benefits Decision Center** a notarized Domestic Partner Affidavit in which you both attest that you met all of the following requirements:

- Reside in the same household,
- Are age 18 or older,
- Have mental sufficiency to enter into a valid contract,
- Are not related to each other by blood,
- Are not legally married to any other person,
- Have a close and committed personal relationship with each other; intend to continue such relationship indefinitely; and have no such relationship with anyone else, and
- Have joint responsibility for each other's welfare and financial obligations.

In addition to the aforementioned requirements, the following criteria must be satisfied if applicable:

- Have complied with any state or local registration process for domestic partners; are the same-gender, reside in a state that recognizes same-gender marriages and are legally married under the laws of that state; or reside in a state that recognizes same-sex civil unions and have legally entered into such a civil union.

Domestic partnership dependent: is the natural or adopted child of a **domestic partner**, a child whom the **domestic partner** is in the formal, legal process of adopting, or a child living with you for whom the **domestic partner** is the legal guardian.

Eligible dependents: your eligible **Class I dependents** and eligible **domestic partnership dependents**.

Eligible employee: a regular, active, full-time or part-time, represented employee with at least six months of **net credited service** who works for a **Participating Company**. Temporary employees are not eligible to participate in the Legal Services Plan.

Individuals who are not paid from the U.S. payroll of a **Participating Company**, who are employed by an independent company (such as an employment agency), or whose services are rendered pursuant to an agreement excluding participation in benefit plans are not eligible to participate in the Legal Services Plan.

Lawful spouse: a person who is recognized as the lawful husband or lawful wife of an active employee under the laws of the state or jurisdiction of the **eligible employee's** domicile. An **eligible employee** residing in a state that recognizes common law marriage must satisfy the specific minimum state requirements to be married under common law.

Living will: a document that instructs your doctors on your wishes concerning life support systems if you have a terminal condition. Living wills are valid in most states and must conform to state law.

Net credited service: your current continuous service plus all service credited under the service bridging rules (including mandatory portability, if applicable) of The Avaya Inc. Pension Plan and The Avaya Inc. Pension Plan for Salaried Employees.

Non-Participating Law Firm: a law firm that does *not* have an agreement with the **Claims Administrator** to provide prepaid legal services under the Legal Services Plan.

Open matter: generally, a matter is open if you actually had an office visit with an attorney, you requested the attorney to represent you regarding that matter, and the attorney actually began to represent you regarding that matter.

Participating Company: Avaya and such other companies that have elected to participate in the Legal Services Plan, with the prior approval of Avaya.

Participating Law Firm: a law firm that has an agreement with the **Claims Administrator** to provide prepaid legal services under the Legal Services Plan.

Plan Attorney: an attorney who works for a **Participating Law Firm**.

Qualified Domestic Relations Order (QDRO): a court order, usually in connection with a divorce or legal settlement, that requires part or all of your retirement benefits to be paid to meet a property settlement agreement, alimony or child or dependent support payments. Avaya Inc. has a policy to comply with the requirements of a QDRO.

Qualified Medical Child Support Order (QMCSO): a judgment, decree or order issued by a court that requires medical plan coverage for a participant's child and that has been determined by the **Claims Administrator** (see "Important Contacts") to be qualified under the Internal Revenue Code of 1986, as amended. Avaya Inc. has a policy to comply with the requirements of a QMCSO.

Uncontested adoption: an adoption in which all parties are in agreement.

PARTICIPATING IN THE PLAN

Who Is Eligible

If you are an **eligible employee** (a regular, active, full-time or part-time, represented employee with at least six months of **net credited service** who works for a **Participating Company**), you and your **eligible dependents** are eligible for Legal Services Plan coverage.

Individuals who are not paid from the U.S. payroll of a **Participating Company**, who are employed by an independent company (such as an employment agency), or whose services are rendered pursuant to an agreement excluding participation in benefit plans are not eligible to participate in the Legal Services Plan.

Enrollment Is Automatic Unless You Waive Coverage

Coverage under the Legal Services Plan for you and your **eligible dependents** automatically begins on the first day of the month in which you attain six months of **net credited service** with a **Participating Company** (see “Who Is Eligible”). You do not need to do anything to enroll.

Due to federal income tax laws, you may be taxed on the imputed income for the premium cost paid by Avaya Inc. for Plan coverage. Thus, Avaya Inc. may permit you to elect not to participate in the Plan for an entire year. If you want to waive coverage, call the **Avaya Health and Benefits Decision Center** (see “Important Contacts”) before January 1st of each Plan Year or log onto the Avaya Healthy Decision Web Site at www.AvayaHealthyDecisions.com during **Annual Enrollment**. You must elect to waive your coverage each **Annual Enrollment**. The waiver is not automatically rolled over each year.

Confirmation Statements

A confirmation statement will be generated after you enroll or change benefits during **annual enrollment** or at any other time during the year. Be sure to review the information carefully and report any discrepancies immediately to the **Avaya Health and Benefits Decision Center** (see “Important Contacts”).

The Cost of Coverage

Avaya Inc. pays the full cost to provide you with coverage under the Legal Services Plan. You do not pay anything for this coverage. However, there may be other costs associated with use of the Legal Services Plan that you are obligated to pay.

- You will be required to pay certain costs related to authorized covered services even when you use a **Participating Law Firm**. Some examples of these expenses include payment to a third party (someone other than your attorney), fines, filing fees, title insurance, title search and court costs.
- If you are authorized to use a **non-Participating Law Firm**, benefits for covered services will be limited to a set fee schedule. You will be responsible for paying attorney fees that exceed the schedule and all other costs.
- Due to federal income tax laws, you may be taxed on the imputed income for the premium cost, paid by Avaya Inc., for the coverage. Thus, Avaya Inc. may permit you to waive coverage for an entire year (see “Enrollment Is Automatic Unless You Waive Coverage”).

When Coverage Begins

If you are an **eligible employee**, you and your **eligible dependents** are automatically covered under the Legal Services Plan on the first day of the month in which you attain six months of **net credited service** with a **Participating Company**.

When Coverage Ends

Your coverage under the Legal Services Plan ends on the last day of the month in which any of the following events occur:

- You retire or die,
- Your employment with a **Participating Company** terminates for any reason other than layoff,
- You are no longer considered an **eligible employee**,
- You elect not to participate in the Legal Services Plan, or
- You are promoted to a salaried position.

Your coverage also ends as follows if either of these events occurs:

- If the Legal Services Plan is terminated, your coverage will end on the termination date.
- If you are laid off, your coverage will end on the last day of the month following the month in which the layoff occurs.

When Dependent Coverage Ends

Dependent coverage under the Legal Services Plan ends on the last day of the month in which:

- Your coverage ends, or
- Your covered dependent is no longer an **eligible dependent**.

Other Reasons Your Coverage Will End

In addition, when any of the following happens, you will receive written notice that your coverage (and coverage for your **eligible dependents**) has ended on the date identified in the notice:

- Fraud or misrepresentation, or because you (or one of your **eligible dependents**) knowingly gave the Plan Administrator, **Claims Administrator** or **Avaya Health and Benefits Decision Center** false, material information. Examples include false information relating to a person's eligibility or status as an **eligible dependent**.
- You (or one of your **eligible dependents**) in any other way materially violates the terms of the Group Legal Services Plan.

Continuation of Coverage for Open Matters

If you or your **eligible dependent** has an **open matter** when coverage ends, benefits will continue for covered services related to that matter *only*. Your payment obligations for these covered services will be the same as if the coverage had not ended. For example, the Legal Services Plan will pay its share of covered services and you will be required to pay the same costs you would have paid if the coverage had not ended.

HOW THE PLAN WORKS

The Legal Services Plan provides you and your **eligible dependents** with coverage for a variety of *personal* legal services (see “Covered Services”). However, to be eligible for benefits, you should call the **Claims Administrator** (see “Important Contacts”) for authorization *before* you contact an attorney. You may review additional information online at www.legalplans.com. [Click](#) “Members Log In” for more information.

In most cases, *authorized* legal services will be provided through a panel of carefully selected **Participating Law Firms**. When you use a **Plan Attorney**, authorized covered services are prepaid. This means you will not pay any attorney fees for these services. However, you will have to pay for certain additional expenses such as payments to a third party (someone other than your attorney), fines, filing fees and court costs.

You may select your own attorney. If you are authorized to use an attorney from a **non-Participating Law Firm**, benefits for covered services are subject to a set schedule of fees. You pay the attorney and file a claim for reimbursement with the **Claims Administrator**.

If you do not obtain the required authorization first, benefits may be denied. This means you will be responsible for paying all legal fees and related expenses for covered services.

For more information, see “Obtain Authorization First,” “Use of Non-Participating Law Firms,” and “Covered Services.”

Obtain Authorization First

To be eligible for benefits, you should call the **Claims Administrator** (see “Important Contacts”) for authorization *before* you contact any attorney.

When you call, identify yourself as a member of The Avaya Inc. Group Legal Services Plan and give the representative your Social Security number for identification purposes. If one of your **eligible dependents** calls, he or she will need to give your (the Avaya Inc. employee’s) Social Security number to the representative.

The representative will:

- Verify your eligibility for services,
- Make an initial determination of whether, and to what extent, your case will be covered (the **Plan Attorney** will make the final determination of coverage),
- Give you a case number,

- Give you the telephone numbers and locations of **Plan Attorneys** convenient to you, and
- Answer any questions you may have about the Legal Services Plan.

Remember, *no benefits* will be paid without prior authorization. The key to this is obtaining a case number, which you may also do via the Web sites previously listed.

Use of Non-Participating Law Firms

If you select an attorney from a **non-Participating Law Firm**, the representative will send you a fee reimbursement packet. The packet will include:

- A brochure explaining how to select an attorney,
- A fee schedule describing the maximum amount reimbursable for each covered service, and
- A form for you to complete and return to the **Claims Administrator** (see “Important Contacts”) along with your attorney’s final fee statement when your case is completed (see “Filing a Claim”).

If You Have a Complaint

If you have a complaint about the legal services you have received or the conduct of a **Plan Attorney**, call the **Claims Administrator** (see “Important Contacts”). After the **Claims Administrator** reviews your complaint, the **Claims Administrator** will provide a response as soon as practicable.

COVERED SERVICES

The Legal Services Plan provides you with coverage for a variety of *personal* legal services.

Unlimited Telephone Advice and Consultation

Unlimited **consultation** with an attorney either by phone or in the attorney's office is available to you and your **eligible dependents** for covered personal matters, provided the matter is not listed under "Exclusions." During the consultation, the attorney will advise you on how the law relates to your situation, discuss the actions you might take and tell you about your legal rights.

If representation is needed, but is not covered by the Legal Services Plan, the attorney should provide you with a written estimate of fees in advance. You may choose whether to retain the **Plan Attorney** at your own expense, seek outside counsel or do nothing. However, there are a few matters for which a **Plan Attorney** cannot represent you under any circumstances (see "Exclusions"). Also, for a non-covered matter, this service is not intended to provide you with continuing access to a **Plan Attorney** in order to undertake your own representation.

No benefits are available for advice or **consultation** related to representation in a legal matter for which you have already retained an attorney to represent you.

Adoption

The Legal Services Plan covers **uncontested** governmental agency and stepparent **adoptions** in which you or your **lawful spouse** or **domestic partnership dependent** are seeking to adopt. If the adoption becomes contested, you or your lawful spouse or domestic partnership dependent must pay all additional legal fees.

No benefits are available for:

- Private adoptions,
- Contested termination of parental rights proceedings,
- Fees for a court-appointed attorney for the child(ren), (often called the "guardian ad litem"), or
- Adoptions made through any agency other than a governmental agency.

In addition, if adoption expenses are covered under the Legal Services Plan, those same expenses will not be covered under The Avaya Inc. Adoption Reimbursement Program.

Consumer Debt Collection Defense

You and your **eligible dependents** are covered for a wide range of consumer debt situations. Covered services include:

- Negotiating with creditors to arrange a repayment schedule,
- Limiting harassment by bill collectors, and
- Defending any action against you for debt collection, foreclosure, repossession or garnishment.

Benefits are *not available* for:

- Defense against a judgment,
- Efforts to vacate or set aside a judgment,
- Third-party counterclaims or cross-claims, even if these are part of the defense,
- Bankruptcy actions or any action arising out of divorce or post decree matters, or
- Any services if the creditor is Avaya Inc., affiliated with Avaya Inc. or a union representing Avaya Inc. employees.

Document Preparation

The Legal Services Plan covers preparation of the following documents for you and your **eligible dependents**:

- Deeds
- Promissory notes
- Powers of attorney (when the participant is granting the power)

Other covered services may allow for preparation of different kinds of documents.

Home Equity Loans

The Legal Services Plan covers the attorney's review and/or preparation for all relevant documents for a home equity loan on your primary residence. Covered services must be performed by your attorney acting solely in your interest.

Identity Theft Defense

The Legal Services Plan provides you and your **eligible dependents** with consultations with an attorney regarding potential creditor actions resulting from identity theft, and attorney services as needed to contact creditors, credit bureaus and financial institutions. It also provides defense services for specific creditor actions over disputed accounts as set forth in Consumer Debt Collection Defense Coverage. In addition, it provides you and your **eligible dependents** with online help and information about identity theft and prevention.

Juvenile Court Defense

Representation of your children covered as **eligible dependents** including **domestic partnership dependents** in any juvenile court matter is covered, provided the child's interest does not conflict with yours. For more information, see "If Your Legal Dispute Is With an Eligible Dependent."

Benefits are *not* available for your child if the matter is handled outside a juvenile court.

Living Trusts

The Legal Services Plan covers the preparation of a living trust, which allows you to arrange for the transfer of property during your lifetime, rather than after your death.

No benefits are available for:

- The fees or costs of transferring property into the trust,
- Financial or tax planning, or the documentation required for estates larger than the Federal estate tax exemptions,
- Living trusts for your dependents, or
- Preparation of complex living trusts.

Living Wills

The Legal Services Plan covers preparation of **living wills** for you and your **lawful spouse** or your **domestic partner**. Living wills are valid in most states and must conform to statutory regulations.

Real Estate Sale, Purchase or Refinancing of Your Home

The Legal Services Plan covers the attorney's review and/or preparation of all relevant documents for the purchase, sale or refinancing of your primary residence. These documents might include the purchase agreement, mortgage, deed, title documents, tax and recording documents. Covered services also include your attorney's attendance at the closing, if it is customary in your location for the attorney to attend.

Covered services must be performed by your attorney acting solely in your interest.

No benefits are available for:

- Third-party costs such as filing or recording fees, taxes associated with the transaction, title search, title insurance or fees of a closing agent,
- Services performed on behalf of the lender, by or for a title company or lending institution, or
- For the sale, purchase or refinancing of:
 - Unimproved land,
 - A second home,
 - Vacation property,
 - Rental property,
 - Property held for business or investment, or
 - A home bought and/or sold in connection with an Avaya Inc. Relocation Plan.

Separation, Divorce and Annulment

The Legal Services Plan covers annulment, contested or uncontested separation, divorce or dissolution of marriage proceedings for you, but not for your **lawful spouse**

(unless your **lawful spouse** or **domestic partner** is also an Avaya Inc. employee). For more information, see “If Your Legal Dispute Is With an Eligible Dependent.”

The following services are covered:

- Preparing and filing all necessary pleadings, motions and affidavits needed to obtain a divorce,
- Drafting the settlement agreement, and
- Representing you at a hearing, regardless of whether you are the plaintiff or the defendant.

No benefits are available for:

- Payment of filing fees or any costs related to a separation, annulment or divorce,
- Related disputes that arise after the issuance of a divorce decree, or
- Appeals or challenges to any decision by Avaya Inc. regarding the status of a **Qualified Domestic Relations Order (QDRO)** or **Qualified Medical Child Support Order (QMCSO)**.

Wills and Codicils

The Legal Services Plan covers the preparation of a will or codicil (an amendment to an existing will) for you and your **lawful spouse** or **domestic partner**. Preparation of a testamentary support trust for your dependent minor children (a trust for their support to take effect at your death) also is covered.

No benefits are available for:

- Financial or tax planning, or the documentation required for estates larger than the Federal estate tax exemptions,
- Preparation of a complex trust, or
- Wills and codicils for your dependents.

LIMITATIONS AND EXCLUSIONS

Limits on Service

The following limitations apply under the Legal Services Plan:

- No benefits will be paid for advice, **consultation** or any representation related to a legal matter for which you have already retained an attorney to represent you.
- If you ask an attorney to provide any services that are not covered, you must pay the entire cost for those services.
- Some legal matters are excluded (see “Exclusions”). **Plan Attorneys** may not provide any service (not even a **consultation**) for excluded matters.
- Your **lawful spouse** or **domestic partnership dependent** is not eligible to receive any services involving divorce, separation or annulment, or any services where his or her interest is contrary to yours. However, when two eligible Avaya Inc. employees seek covered services and their legal interests are in conflict (as in, for example, a separation, annulment or divorce), both are eligible for covered services under the Legal Services Plan if both are covered as employees and not as dependents of any employee.
- A dependent child cannot receive any covered services where his or her interest is contrary to yours.

If Your Legal Dispute Is With an Eligible Dependent

If you are involved in a legal dispute with your **lawful spouse**, **domestic partnership dependent** or other **eligible dependent**, more than one family member may need legal help. In some situations, both you and your dependent may need an attorney. If it would be improper for one attorney to represent both you and your dependent, only you will be entitled to representation by an attorney under this Legal Services Plan. Your dependent will not be covered under the Legal Services Plan unless he or she is also employed by a **Participating Company** and is eligible under the Legal Services Plan.

Exclusions

Certain services are excluded under the Legal Services Plan. The type of service you request determines whether you can receive **consultations**, services or referrals to **Plan Attorneys**. Payment for all non-covered services is your responsibility.

During your initial **consultation** with a **Plan Attorney**, the attorney will determine whether the service is covered. If the service is not covered, you will be told no further action or service can be provided under the Legal Services Plan. In most cases, you may choose to retain the **Plan Attorney** or any other attorney of your choice to represent you. If you do so, however, you will be responsible for paying the attorney in full. For a non-covered matter, this service is not intended to provide you with continuing access to a **Plan Attorney** in order to undertake your own representation. The consequences of seeking or following such advice will also be your sole responsibility.

No benefits will be paid for the following expenses under any circumstances, regardless of whether you use a **Plan Attorney** or a **non-Participating Law Firm**:

- Payment made or required to be made to a third party (someone other than your attorney); these include court costs, witness fees, transcripts, title insurance, title search, recording fees, filing fees, fines, penalties, judgments or orders of restitution ordered by any court,
- Appeals, class actions, interventions, derivative actions and *amicus curiae* (friend of the court) filings,
- Business, farm, commercial or rental property transactions, including any legal services that would ordinarily be deductible under the Internal Revenue Code as a necessary expense of doing business,
- Matters pertaining to admiralty, patents, trademarks and copyrights,
- Matters for which you are or have been receiving legal services before you received a case number,
- Matters handled by an attorney who is not a **Plan Attorney** (unless such services have been authorized by the **Claims Administrator** in advance),
- Matters the **Plan Attorney** deems to be frivolous, spurious, unethical, without merit or made for harassment. However, legal services will be provided for frivolous covered matters when you are the defendant in such a matter,
- Legal representation in connection with any business venture or investment matter. This can include partnerships, corporations, sole proprietorships, joint ventures and similar commercial activities,
- Legal services involving the purchase, sale or lease of investment or income-producing property. A two-family house, whether or not used by you as your principal residence, shall be deemed an investment or income-producing property,
- Appellate court proceedings,

- Tax counseling for transactions in securities, real estate or other properties; preparation and filing of tax returns; appellate or administrative proceedings; litigation before the U.S. Tax Court, U.S. Court of Claims or other federal, state, territorial or similar courts,
- Duplication of services already provided to you on the same matter under the Legal Services Plan,
- Duplication of services for which you are entitled to receive legal representation by any other organization,
- Any case in which your defense or other legal representation is provided through any insurance agency or governmental agency. However, if you are eligible for legal aid or public defender services, you still will be eligible for benefits under the Legal Services Plan, so long as you meet the eligibility requirements, and
- Individual bankruptcy actions or filings.

A **Plan Attorney** *cannot* represent you, and no benefits will be paid to any attorney by the Legal Services Plan, for the following services under any circumstances. However, you may use any non-Plan Attorney of your choice, but the full payment for such services will be your sole responsibility:

- Any dispute involving Avaya Inc. or any of its divisions or operating units. These include credit unions sponsored by Avaya Inc. or affiliated companies, its officers or directors; any employee benefit plans, programs or arrangements sponsored by Avaya Inc. or its affiliates; any affiliated or third-party agents to any employee benefit plans, programs or arrangements sponsored by Avaya Inc. or its affiliates; cases covered by Workers' Compensation or unemployment compensation; and any union representing Avaya Inc. employees,
- Any employment-related matter. This includes, but is not limited to, disputes involving another employee, the unions, any employee benefit plans, program or procedure, or any agents, officers, directors or employees of these groups or persons having responsibility, direct or indirect, for these matters or claims for Workers' Compensation or unemployment compensation,
- Any bankruptcy or debt proceeding that would result in the discharge or collection delay of a debt owed to Avaya Inc., to any of its divisions or operating units or its affiliates, to any union representing Avaya Inc. employees or any Avaya Inc. employee benefit plan, program or procedure, and
- Any dispute or proceeding against the **Claims Administrator, Participating Law Firms** or their **Plan Attorneys**.

HOW TO CLAIM BENEFITS

Filing a Claim

When you use **Participating Law Firms**, you will not need to submit any claim forms. However, you will be billed for any third-party expenses related to your legal matter. You do, however, need to obtain a Case Number, either via the website at www.legalplans.com or by calling the **Claims Administrator** (see “Important Contacts”).

If you use a **non-Participating Law Firm**, you will be responsible for paying the attorney’s fees and related expenses. You also need to submit the required paperwork to the **Claims Administrator** (see “Important Contacts”) to receive benefits for covered legal services. To request reimbursement:

- Follow the instructions printed on the form enclosed with the reimbursement packet sent to you when the **Claims Administrator** authorized you to use a **non-Participating Law Firm**,
- Attach your attorney’s final fee statement to the form, and
- Return the completed form along with the statement to the address printed on the form.

If You Are Awarded Attorney Fees

If you are awarded attorney fees as a part of a court settlement, the Legal Services Plan must be repaid for this award to the extent that it paid the fee for your attorney.

Coordination of Benefits

The Legal Services Plan has a coordination of benefits (COB) provision. This feature is designed to prevent duplicate benefit payments when you or your **eligible dependents** are covered by more than one legal services plan.

EMPLOYMENT-RELATED EVENTS

Your coverage under the Legal Services Plan will end if certain events occur. For more information, see “Continuation of Coverage for Open Matters.”

If You Change Your Job Classification

If your job classification is changed to salaried, it will affect your eligibility for Legal Services Plan benefits as follows:

- Coverage under the Legal Services Plan will end on the last day of the month in which your status changes. However, covered services for an **open matter** will be completed under the Legal Services Plan.
- Your status change to a salaried position will make you eligible to participate in the voluntary legal services program offered to salaried employees.

If Your Employment Terminates

Your coverage under the Legal Services Plan ends on the last day of the month in which your employment ends.

If You Are Laid Off

Your coverage under the Legal Services Plan ends on the last day of the month following the month in which you are laid off.

If You Leave the Company and Are Rehired

If you leave the Company and then return after a break in service, your coverage will resume in accordance with the service bridging rules of The Avaya Inc. Pension Plan (see “Who Is Eligible” and “When Coverage Begins”).

If You Become Disabled

You are eligible for coverage under the Legal Services Plan during any period you are eligible to receive benefits under The Avaya Inc. Sickness and Accident Disability Benefit Plan.

If you become eligible for benefits under The Avaya Inc. Long-Term Disability Plan, then you are no longer eligible for coverage under the Legal Services Plan.

Your coverage under the Legal Services Plan will automatically resume on your first day of work upon your return.

If You Take an Approved Leave of Absence

If you are on an approved leave of absence, you may be able to continue the Legal Services Plan. This depends on the type of leave.

If you are eligible for an FMLA leave under The Family and Medical Leave Act of 1993, as amended, Avaya Inc. will comply with this legislation.

PERSONAL EVENTS

If You Get Married

See “If You Gain a New Dependent.”

If You Gain a New Dependent

If you gain a new dependent (for example, through marriage, birth or adoption), he or she is automatically covered under the Legal Services Plan.

If Your Physically or Mentally Handicapped Child Reaches Age 23

If your physically or mentally handicapped child is incapable of self-support when he or she reaches age 23, coverage may be continued beyond that age, if the child is fully dependent on you for support at that time. Coverage is not automatic. Your child must be certified for coverage by the applicable medical Claims Administrator.

If You Retire

See “If Your Employment Terminates.”

If You Die

See “If Your Employment Terminates.”

CONFIDENTIALITY, ETHICS AND INDEPENDENT JUDGMENT

Your use of the Legal Services Plan is confidential. The attorney will maintain the strict confidentiality of the traditional attorney and client relationship. No one will interfere with your attorney's independent exercise of professional judgment when representing you. Avaya Inc. and the unions will not have access to information concerning your legal matters or the services you receive. The Plan Administrator (see "Important Contacts") will have access only to statistical information needed to administer the Legal Services Plan.

All **Plan Attorney** services provided under the Legal Services Plan are subject to ethical rules established by the appropriate courts. Also, all **Plan Attorneys** are required to adhere to the Legal Services Plan rules.

The **Plan Attorney's** obligations are exclusively to you; the attorney's relationship is exclusively with you. The law firms providing covered legal services under the Legal Services Plan are responsible for all services provided by their attorneys. In addition, Avaya Inc., the unions, the Legal Services Plan, and their directors, officers and employees have no liability for the conduct of any attorney or the services provided.

IMPORTANT CONTACTS

Following is a list of contacts and resources, including specific responsibilities for each.

Contact / Service Provided	Address / Telephone Number
<p>Avaya Health and Benefits Decision Center: Contact for questions concerning eligibility and enrollment.</p>	<p>Telephone number: 1-800-526-8056; TDD: 1-800-952-0450 Monday through Friday, 8 am to 8 pm, Eastern Time</p> <p>Web site: www.AvayaHealthyDecisions.com</p>
<p>Claims Administrator: Authorizes services, provides fee reimbursement packets, processes claims and decides appeals of denied claims.</p>	<p>Hyatt Legal Plans administers the Plan on behalf of Avaya Inc.</p> <p><i>Address for submitting claims:</i> Hyatt Legal Plans, Inc. 1111 Superior Avenue Cleveland, OH 44114-2507</p> <p><i>Telephone number:</i> 1-800-821-6400; TDD: 1-800-821-5955 Web site: www.legalplans.com</p>
<p>Plan Administrator: Contact for all legal actions, except for legal actions regarding a claim for benefits. Legal actions regarding a claim for benefits should be directed to the Claims Administrator at the above address.</p>	<p>Avaya Inc. Legal Services Plan Administrator 211 Mount Airy Road Basking Ridge, NJ 07920</p> <p>E-mail: hwplanadmin@avaya.com</p>

OTHER IMPORTANT INFORMATION

This section contains administrative information about the Legal Services Plan and other details required under the terms of a federal law, the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Claim Procedures

Participants, their dependents (if applicable) or any individual duly authorized by them have the right under ERISA and the Legal Services Plan to file a written claim for benefits with the **Claims Administrator** or Plan Administrator (see “Important Contacts”), as the case may be.

The Plan Administrator (see “Important Contacts”) has the final authority to decide whether you are eligible to participate in the Legal Services Plan. The **Claims Administrator** has the authority to decide the amount and extent of benefits that are payable to you.

You (or another person) cannot challenge a claim decision in court until the following claim and appeal procedures have been complied with and exhausted.

Claim Processing

When the legal services benefit is provided or denied, you will receive a notice explaining how the coverage level was calculated or why benefits have been denied. This notice will be provided within 90 days after the **Claims Administrator** or Plan Administrator (see “Important Contacts”), as the case may be, receives the claim.

If the **Claims Administrator** or Plan Administrator (see “Important Contacts”), as the case may be, needs more than 90 days to make a decision, a representative will notify you in writing within the initial 90-day period and explain why more time is required. An additional 90 days (for a total of 180 days) may be taken if the **Claims Administrator** or Plan Administrator, as the case may be, sends this notice. The extension notice will include the date by which the **Claims Administrator’s** or Plan Administrator’s, as the case may be, decision will be sent.

Appeal Procedures

After the **Claims Administrator** or Plan Administrator (see “Important Contacts”), as the case may be, denies your claim, you, your dependent, or your authorized representative may request a full review by the **Claims Administrator** or Plan Administrator, as the case may be, if you disagree with the denial. You, your dependents or your authorized representative must submit a written request for review within 60 days after you receive the denial notice. In connection with your appeal, you (or your

authorized representative) may review relevant documents and submit issues and comments in writing.

The relevant documents that must be made available to you upon request include documents, records and other information that:

- Were relied on in deciding your benefit claim;
- Were submitted, considered or generated in the course of deciding your benefit claim; or
- Demonstrate that the decision complied with the Legal Service Plan's administrative procedures or safeguards.

If you want to appeal a decision on eligibility for benefits, send your appeal to the Plan Administrator (see "Important Contacts"). All other appeals should be sent to the **Claims Administrator** (see "Important Contacts").

Your appeal will be reviewed. Someone other than the person who made the first decision on your claim must make this review.

After a decision by the **Claims Administrator** or Plan Administrator, as the case may be, is made concerning your appeal, you will be notified of the findings and decision in writing. This notice will be provided no later than 60 days after receiving the claim.

If special circumstances cause the **Claims Administrator** or Plan Administrator, as the case may be, to need more than 60 days to make a decision, a representative will notify you in writing within the initial 60-day period and explain why more time is required. An additional 60 days (for a total of 120 days) may be taken if the **Claims Administrator** or Plan Administrator, as the case may be, sends this notice.

This decision is final and is not subject to further internal review.

Claims Decision Notices

The notice given to you concerning the decision on either your initial claim or your appeal will include:

- The specific reason or reasons for the decision;
- The specific Legal Services Plan provisions upon which the benefit decision is based;
- A statement that you are entitled to receive upon request (and free of charge) reasonable access to, and copies of, all document, records and other information relevant to your claim;

- A description of any additional material or information that is necessary for you to complete your claim and an explanation of why such material or information is necessary;
- For an initial claim, a description of the appeal procedures; and
- A statement that the claimant has the right to bring a civil action under ERISA Section 502(a) following a denial upon appeal.

Your Rights Under ERISA

It is Avaya Inc.'s policy to provide meaningful benefits -- above and beyond your paycheck. Part of this additional protection is provided through the Legal Services Plan. You are entitled to certain rights and protection under ERISA. These rights are described in this section.

Right to Receive Information About the Plan and Its Benefits

It is your right to know about your benefits. Therefore, in addition to this SPD describing your benefits under the Legal Services Plan, you will have the opportunity to obtain a summary of the Legal Services Plan's annual financial report. You also may examine all Legal Services Plan documents governing the Legal Services Plan and a copy of the latest annual report (Form 5500 Series) filed with the U.S. Department of Labor. These documents are available for you to examine without charge in the Plan Administrator's office.

You can receive a copy of any of these documents, for a reasonable charge, by making a written request to the Plan Administrator (see "Important Contacts").

Prudent Action by Plan Fiduciaries

You also have the right to expect the fiduciaries -- the people responsible for the operation of the Legal Services Plan -- to act prudently and in the best interest of those who participate as a whole. The Legal Services Plan's fiduciaries must act in the best interest of all Legal Services Plan participants.

No one, including the Company may dismiss you or discriminate against you to prevent you from obtaining benefits or exercising any of your rights under ERISA.

Enforce Your Rights

If your claim for a benefit 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 your ERISA rights. For instance:

- If you request a copy of plan documents or the latest annual report (Form 5500 Series) from the Plan Administrator and do not receive them within 30 days, you may file suit in 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 for reasons beyond the control of the Plan Administrator.
- If you have a claim for benefits that is denied or ignored – in whole or in part – after going through the appeals procedures, you may file suit in a state or federal court.
- If you are discriminated against for asserting your ERISA rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court.
- If you file suit against the Legal Services Plan, the court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees – if, for example, it finds your claim is frivolous.

If You Have Questions

For answers to questions about the Legal Services Plan, contact the **Claims Administrator** (see “Important Contacts”). If you have any questions about this statement of your rights, or about your rights under ERISA, contact the nearest Regional or District Office of the U.S. Department of Labor’s Employee Benefits Security Administration (EBSA), listed in your telephone directory; or contact the Division of Technical Assistance and Inquiries, U.S. Department of Labor, EBSA, 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 EBSA or visit the EBSA Web site at www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through the EBSA Web site.)

Plan Funding and Payment of Benefits

Avaya Inc. is responsible for the full cost (including the expense of administering) under the Legal Services Plan.

Benefits May Not Be Assigned

Assignment or alienation of any benefits provided by the Legal Services Plan will not be permitted or recognized, except as otherwise required by applicable law. This means that benefits provided under the Legal Services Plan are not subject to sale, assignment, anticipation, alienation, attachment, garnishment, levy, execution or any

other form of transfer. Generally, state and local laws will not be recognized unless permitted by or under applicable federal law, such as ERISA.

Union Agreement

The benefits described in this SPD reflect the provisions of the Legal Services Plan as referred to in applicable collective bargaining agreements between the Company and the unions representing employees of the Company. Copies of these agreements are distributed or made available to those employees covered by the agreements and to any other employee who submits a written request for a copy to the Plan Administrator. A reasonable duplication charge may be made for copies furnished in response to such written request.

Plan May Be Amended or Terminated

The Company expects to continue the Legal Services Plan, but reserves the right to amend or terminate the Legal Services Plan at any time by the resolution of the Board of Directors or its properly authorized designee, subject to the terms of the contract and applicable collective bargaining agreements. In addition, the Company does not guarantee the continuation of any legal services benefits during employment nor does it guarantee any specific level of benefits or contributions.

Plan Administrator

The Plan Administrator has the full discretionary authority and power to control and manage all aspects of the Legal Services Plan, to determine eligibility for Legal Services Plan benefits, to interpret and construe the terms and provisions of the Legal Services Plan, to determine questions of fact and law, to direct disbursements, and to adopt rules for the administration of the Legal Services Plan as they may deem appropriate in accordance with the terms of the Legal Services Plan, the contract, applicable collective bargaining agreements and all applicable laws.

Plan Sponsor

The Plan Sponsor may allocate or delegate its responsibilities for the administration of the Legal Services Plan to others and employ others to carry out or render advice with respect to its responsibilities under the Legal Services Plan, including discretionary authority to interpret and construe the terms of the Legal Services Plan, to direct disbursements, and to determine eligibility for Legal Services Plan benefits.

ADMINISTRATIVE INFORMATION

Plan Name	The official Plan Name is The Avaya Inc. Group Legal Services Plan which is part of The Avaya Inc. Health & Welfare Benefits Plan..
Plan Sponsor	The Plan Sponsor is Avaya Inc.
Plan Administrator	The Plan Administrator is: Avaya Inc. Group Legal Services Plan Administrator 211 Mount Airy Road Basking Ridge, NJ 07920 E-mail: hwplanadmin@avaya.com
Type of Administration	The Plan is administered on behalf of Avaya Inc. by Hyatt Legal Plans, Inc.
Claims Administrator	Claims under the Legal Services Plan are administered on behalf of Avaya Inc. by the Claims Administrator: Hyatt Legal Plans, Inc. 1111 Superior Avenue Cleveland, OH 44114-2507 1-800-821-6400; TDD: 1-800-821-5955 Web site: http://www.legalplans.com
Agent for Service of Legal Process	Legal actions regarding a claim for benefits should be sent to the Claims Administrator. All other legal actions should be sent to the Plan Administrator.
Plan Records and Plan Year	The Plan and all its records are maintained on a calendar year basis, beginning on January 1st and ending on December 31st of each year.
Type of Plan	The Plan is considered a "health & welfare" plan under the Employee Retirement Income Security Act of 1974, as amended (ERISA).
Plan Number	The Plan Number is 551
Employer Identification Number	The Employer Identification Number is 22-3713430.