Alcatel-Lucent Group Life Insurance
Plan for Retired Employees
Summary Plan Description--
Certain Former Employees of
Alcatel USA, Inc.
(Or a Predecessor Entity)
January 1, 2010
DISCLAIMER

This is a summary of the benefits offered under the Alcatel-Lucent Group Life Insurance Plan for Retired Employees, a component of the Alcatel-Lucent Retiree Welfare Benefits Plan (referred to in this summary as the “Life Insurance Plan” or simply the “Plan”). This summary applies to certain former employees of Alcatel USA, Inc. (or a predecessor entity) and is provided for informational purposes only. It is intended to comply with Department of Labor requirements for Summary Plan Descriptions (“SPDs”). More detailed information about the Plan is provided in the official Plan documents, a copy of which can be obtained by writing to the Plan Administrator (see Section I. Important Contacts and Section J. Other Important Information).

This summary is based on the Plan’s provisions effective January 1, 2010 and replaces all previous SPDs and other descriptions of benefits provided. If there is any conflict between the information in this SPD and the Life Insurance Plan documents, the Life Insurance Plan documents will govern.

The Life Insurance Plan May Be Amended or Terminated

The Company expects to continue the Life Insurance Plan but reserves the right to amend or terminate it, in whole or in part, at any time, subject to any applicable collective bargaining agreements, by resolution of its Board of Directors or its properly authorized designee. In addition, the Company does not guarantee the continuation of any life insurance benefits during employment or at or during retirement nor does it guarantee any specific level of benefits or contributions.

Questions regarding your benefits should be addressed as indicated in this SPD (see Section I. Important Contacts). Because of the many detailed provisions of the Life Insurance Plan, no one other than the personnel or entities identified in this SPD (see Section I. Important Contacts) is authorized to advise you as to your benefits. Neither the Company nor the Plan can be bound by statements made by unauthorized personnel or entities. In the event of a conflict between any verbal information provided to you by an authorized resource and information in the official Life Insurance Plan documents, the Life Insurance Plan documents will govern.
January 1, 2010
This information is intended for eligible retirees under the Alcatel-Lucent Group Life Insurance Plan for Retired Employees.
More detailed information is provided in the official Plan documents, which are controlling.
INTRODUCTION

The Alcatel-Lucent Group Life Insurance Plan for Retired Employees, a component of the Alcatel-Lucent Retiree Welfare Benefits Plan, is sometimes referred to in this summary as the “Life Insurance Plan” or simply the “Plan.” The Life Insurance Plan is designed to provide financial assistance to your family upon your death.

If you are an eligible retiree, the Company automatically provides you with a specific amount of basic life insurance coverage, as set forth in this booklet (see Section C. Types and Amount of Coverage Under the Plan) after you retire. Basic life insurance coverage is provided at no cost to you.

Special Note to Beneficiaries

While we encourage you to review this entire document to familiarize yourself with the insured person’s benefits under this Plan, the following sections were specially designed to assist you in quickly and easily filing a claim for benefits:

- Claims and Appeals
- Helping Your Beneficiaries File a Claim.
Section A. Life Insurance Plan Benefits At-A-Glance

Here’s a summary of some key features of the benefits under the Plan.

<table>
<thead>
<tr>
<th>Plan Feature</th>
<th>Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligibility</td>
<td>Generally, you’re eligible for <strong>basic life insurance coverage</strong> if you are an <strong>eligible retiree</strong>.</td>
</tr>
<tr>
<td>Enrollment</td>
<td>If you are eligible, the Plan automatically provides you with <strong>basic life insurance coverage</strong> when you retire. You do not need to enroll in the Plan.</td>
</tr>
<tr>
<td>Amount of Coverage</td>
<td>If you are eligible, the <strong>Company</strong> provides you with <strong>basic life insurance coverage</strong> in the applicable amount set forth under <strong>Section C. Type and Amount of Coverage Under the Plan</strong>.</td>
</tr>
<tr>
<td>Cost</td>
<td>If you are eligible, the <strong>Company</strong> pays the full cost to provide you with <strong>basic life insurance coverage</strong> during retirement. (Subject to any applicable collective bargaining agreements, the <strong>Company</strong> reserves the right to amend or terminate the Plan in whole or in part at any time. See <strong>Disclaimer</strong> inside front cover.)</td>
</tr>
<tr>
<td>When Benefits Are Paid</td>
<td>Basic life insurance benefits are payable to your <strong>beneficiary(ies)</strong> upon your death. Under the Accelerated Benefit Option (ABO) you may be eligible to receive a portion of your basic life insurance benefit while you are still living if you are diagnosed with a terminal illness with a life expectancy of six months or less.</td>
</tr>
<tr>
<td>When Coverage Ends</td>
<td>If you are eligible, your <strong>basic life insurance coverage</strong> continues for life. (Subject to any applicable collective bargaining agreements, the <strong>Company</strong> reserves the right to amend or terminate the Plan in whole or in part at any time. See <strong>Disclaimer</strong> inside front cover.)</td>
</tr>
</tbody>
</table>
Section B. Joining the Plan

Who Is Eligible

You are eligible for basic life insurance coverage if you are an eligible retiree. Generally, you are an eligible retiree if: (a) you were a participant in the Alcatel USA, Inc. Comprehensive Welfare Benefits Plan as of December 31, 2007; and (b) you are described in one of the following classes:

- Class 1: [Reserved].
- Class 2: Bargaining unit employees of a predecessor to or affiliate of Alcatel USA, Inc. who retired between August 1, 1972 and May 31, 1977;
- Class 3: Bargaining unit employees of a predecessor to or affiliate of Alcatel USA, Inc. who retired between June 1, 1977 and March 31, 1980;
- Class 4: Bargaining unit employees of a predecessor to or affiliate of Alcatel USA, Inc. who retired between April 1, 1980 and April 30, 1989;
- Class 5: Bargaining unit employees of a predecessor to or affiliate of Alcatel USA, Inc. who retired on or after May 1, 1989 and before January 1, 2008;
- Class 6: Former Alcatel Network Systems, Inc. salaried employees who were vested in Alcatel USA, Inc.’s pension plan and retired between September 1, 1991 and March 31, 1993;
- Class 7: Former Alcatel Network Systems, Inc.’s salaried employees who met the eligibility requirements of the Alcatel Network Systems post-retirement medical and life insurance plan and retired on or after April 1, 1993;
- Class 8: Retirees of Radio Frequency Systems, Inc. (formerly Alcatel NA Cable Systems, Inc.) who retired on or before January 1, 2005;
- Class 9: Individuals who: (i) retired on or prior to June 1, 1988 from Alcatel Network Systems, ITT, Alcatel Business Systems, Qume, Expats, Puerto Rico, Cortelco, and Raleigh; and (ii) whose benefits were administered by Pierson & Smith as of December 31, 2004; and
Section B. Joining the Plan

- Class 10: Individuals who: (i) retired after June 1, 1988 and prior to June 1, 2001 from Alcatel Network Systems, ITT, Alcatel Business Systems, Qume, Expats, Puerto Rico, Cortelco, and Raleigh; and (ii) whose benefits were administered by Pierson & Smith as of December 31, 2004.

Enrollment

If you are an eligible retiree, the Plan automatically provides you with basic life insurance coverage upon your retirement. You do not need to enroll.

Cost

Currently, if you are an eligible retiree, the Plan provides basic life insurance coverage at no cost to you. (The Company does not guarantee the continuation of any life insurance benefits during employment or at or during retirement nor does it guarantee any specific level of benefits or contributions. See Disclaimer inside front cover.)

Naming a Beneficiary

After your retirement, the beneficiary(ies) for your basic life insurance coverage are the same as those designated while you were actively employed.

Who Can I Name as a Beneficiary?

You may name one or more individuals as your beneficiary(ies), or you may designate almost any organization, a trust, or your estate.

If you name more than one beneficiary, be sure to indicate the share payable to each one. If you don’t indicate this, your beneficiaries will share equally.

Generally, death benefits are paid to your primary beneficiary(ies). If none of your primary beneficiaries are living when you die, payment will be made in equal shares to your contingent beneficiary(ies), unless you indicated otherwise. If none of your beneficiaries are living when you die or you did not designate a beneficiary, payment will be made to your next surviving relative(s) and considered in this order: your spouse or domestic partner, your children, your parents, or your brother and sister; provided, however, that the insurer may pay all or part of such amount to your estate.

However, if you assigned your benefits, see “Assignment of Benefits” under Section D. Payment of Benefits.
How to Change Your Beneficiary

You may change your beneficiary at any time, unless you assign your benefits. You do not need the consent of the beneficiary to make a change.

To change your beneficiary, contact the insurer (see Section I. Important Contacts) for the appropriate form. After you complete the form, return it to the insurer. Your change takes effect on the date you signed it, even if you are not alive when the insurer receives the form.
Section C. Types And Amount of Coverage Under the Plan

<table>
<thead>
<tr>
<th>Class</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 1</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Class 2</td>
<td>$2,000</td>
</tr>
<tr>
<td>Class 3</td>
<td>$5,000</td>
</tr>
<tr>
<td>Class 4</td>
<td>$6,000</td>
</tr>
<tr>
<td>Class 5</td>
<td>$8,000</td>
</tr>
<tr>
<td>Class 6</td>
<td>$10,000</td>
</tr>
<tr>
<td>Class 7</td>
<td>$15,000</td>
</tr>
<tr>
<td>Class 8</td>
<td>$15,000</td>
</tr>
<tr>
<td>Class 9</td>
<td>80% of the amount of life insurance in force at the time of retirement reduced by 20% each year until the amount is equal to 20% of the amount of life insurance in force at the time of retirement*</td>
</tr>
<tr>
<td>Class 10</td>
<td>65% of the amount of life insurance in force at the time of retirement reduced at age 65 by 50% or to $25,000, whichever is less*</td>
</tr>
</tbody>
</table>

* The exact amount of Plan benefits is equal to the amount of insurance rounded to the next higher $1,000 multiple unless the amount equals a multiple of $1,000.

Notwithstanding the above, if you are an eligible retiree who also retired from Lucent Technologies Inc. prior to December 31, 2007, your benefit under the Plan shall be equal to the sum of: (a) the applicable amount set forth in the above table; and (b) the amount payable under the life insurance contract in effect at the time of your retirement from Lucent Technologies Inc. Also, notwithstanding the above, if you are an eligible retiree assigned to Class 7 and you retire from a participating company on or after January 1, 2008, your benefit shall be equal to the greater of: (i) the applicable amount set forth in the above table; or (ii) the amount payable under the life insurance contract in effect at the time of your retirement from such participating company.
Section D. Payment of Benefits

Basic Life Insurance

Basic life insurance benefits are payable to your beneficiary(ies) upon your death. If the amount is less than $5,000, your beneficiary(ies) will receive a check. If the amount is $5,000 or greater, the insurer will put the proceeds into a money market fund established for your beneficiary(ies).

Accelerated Benefit Option

The accelerated benefit option (ABO) allows you to receive a portion of your basic life insurance benefit if you’re diagnosed as being terminally ill with a life expectancy of six or fewer months. The maximum amount you can receive is the lower of $250,000 or 50% of your basic life insurance benefit. You may use this money in any way you wish.

Here are some guidelines that may affect your eligibility or decision to apply for this benefit:

• You are eligible for the ABO only if your basic life insurance coverage is greater than or equal to $10,000 and you have not attained age 95.

• You aren’t eligible for the ABO if you previously assigned your life insurance coverage (see “Assignment of Benefits” in this Section) or if your life insurance beneficiary is determined pursuant to a divorce agreement.

• If your basic life insurance coverage is scheduled to reduce within six months of the date the ABO is approved, the payment will be limited to 50% of the reduced amount of your basic life insurance coverage.

• If your basic life insurance coverage is scheduled to fully terminate within six months of the date the ABO has been approved, the ABO will not apply to the coverage that is terminating.

• Any basic life insurance benefit eligible for conversion will be reduced by any ABO amount paid under this provision.

• ABO benefits may affect your eligibility for benefits under state and federal law.
• The life insurance benefit payable to your beneficiary(ies) upon your death will be reduced by any amount paid to you under the ABO.

• You may exercise the ABO only once.

You should ask your professional tax advisor about the taxability of ABO benefits before applying for this benefit.

Call the insurer to request an ABO form. The insurer will review your eligibility for the ABO and decide whether to approve your request for an accelerated benefit. In reviewing your request, the insurer may have you examined by doctors of its choice at its expense.

**Assignment of Benefits**

You may assign your basic life insurance as an irrevocable gift to someone else or as a viatical assignment if the insurer consents. You may name that person as the owner of your insurance, even though it is your life that is insured.

If you make an assignment, you give up all present and future rights to the insurance. You cannot revoke the assignment at a later date. The person to whom you assign your insurance has the right to name beneficiaries, reduce the level of insurance coverage or exercise any other privileges under the insurance that would otherwise have been available to you.

Because of the various legal and tax implications involved, you should consult with a lawyer and a tax advisor before making an assignment. If you wish to make an assignment, contact the insurer (see Section I. Important Contacts).
Section E. Miscellaneous Coverage Information

When Coverage Ends

Your basic life insurance ends on the last day of the month in which the earliest of the following events occurs:

- The Company’s termination of basic life insurance coverage for your retiree class, in whole or in part; or
- The termination of the Life Insurance Plan, in whole or in part.

Imputed Income

The IRS requires that the Company report the cost of your basic life insurance coverage over $50,000 on a W-2 as “imputed income.” Imputed income is not subject to federal income tax withholding, but the Company must withhold FICA taxes on it.

Taxes and Imputed Income

You aren’t taxed on the actual amount of your basic life insurance coverage. Instead, the Company reports as income to you the amount the IRS considers an appropriate premium for the portion of your basic life insurance coverage over $50,000. The IRS publishes these rates in tables based on your age.

An Example of How Imputed Income Is Calculated

Suppose you’re age 65 and your basic life insurance coverage is $55,000. You’ll pay taxes on the cost of providing you with basic life insurance coverage of $5,000 (the amount of such coverage over $50,000). The IRS premium rate for someone age 65 is currently $1.27 per month for each $1,000 of coverage in excess of $50,000. The imputed income for $5,000 of coverage is $6.35 per month (5 x $1.27) or $76.20 per year (5 x $1.27 x 12).

Exemptions from Imputed Income

If you are disabled, you may not be required to include the cost of basic life insurance coverage in excess of $50,000 in income. Please consult with your tax advisor.
In addition, under a grandfather provision in the Deficit Reduction Act of 1984, certain eligible retirees are exempt from having the cost of group life insurance included as taxable income. This applies to you if you retired on or after January 1, 1984 and were age 55 or older (born before January 1, 1929) on January 1, 1984, and were continuously employed by the Company (or a predecessor entity) since 1983.

**Converting Coverage to an Individual Policy**

You may be able to convert all or part of your basic life insurance coverage to an individual policy without proof of insurability if:

- The **Company** amends the basic life insurance policy under which you are covered so that you are no longer eligible for such coverage (but only if your coverage under the applicable policy had been in effect for at least five (5) years); or

- The **Company** terminates the basic life insurance policy under which you are covered (but only if your coverage under the applicable policy had been in effect for at least five (5) years).

To convert your coverage without proof of insurability, you must request the Notice of Conversion Privilege and sign the conversion application within 91 days after your insurance coverage ends or is reduced. During the first 31 days of the conversion period, your coverage continues. However, your coverage does not continue through the remaining conversion period. If you are interested in converting your coverage, contact the insurer (see Section I. Important Contacts). The individual policy will be a policy customarily issued by the insurer for conversions.
You can help your beneficiaries quickly and easily receive the maximum benefit amount they are due by filling in the following information.

<table>
<thead>
<tr>
<th>Name of Insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Retirement</td>
</tr>
<tr>
<td>Age at Retirement</td>
</tr>
<tr>
<td>Retirement Plan</td>
</tr>
<tr>
<td>Amount of Basic Life Insurance Coverage</td>
</tr>
</tbody>
</table>

Fill in the following information only if applicable.

<table>
<thead>
<tr>
<th>Amount of Benefits Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount of Benefits Received Under the Accelerated Benefit Option</td>
</tr>
<tr>
<td>Coverage Converted</td>
</tr>
<tr>
<td>Date Coverage Converted</td>
</tr>
<tr>
<td>Other</td>
</tr>
</tbody>
</table>
Section G. Claims and Appeals

Participants, their beneficiaries, or any individual duly authorized by them have the right under the Employee Retirement Income Security Act of 1974 (ERISA) to file a written claim for benefits.

Types of Claims

The Life Insurance Plan contemplates two types of claims:

- Eligibility claims; and
- Benefits claims.

Eligibility Claims

An eligibility claim is a claim by you or your authorized representative concerning your right to participate in the Life Insurance Plan.

Benefits Claims

A benefits claim is exactly what it sounds like — it is a claim for benefits under the terms of the Life Insurance Plan.

Eligibility Claims

Filing Deadlines

If you have an eligibility claim, contact the Alcatel-Lucent Benefits Center (see Section I. Important Contacts). If appropriate, a representative will provide you with an eligibility claim form, called a Claim Initiation Form (“CIF”).

On the CIF, you will be asked to set forth the nature of the claim, all pertinent facts and the reasons why you believe you are entitled to the relief you are requesting. Also, include with your CIF any documentation supporting your claim.

Where to Send Your Claim Form

Mail your completed CIF and any enclosures to the following address:
If your eligibility claim is coupled with a claim for benefits, send the benefits claim form to the insurer, but also include a copy of it with your eligibility claim submitted to the Benefits Review Team.

When You Can Expect To Receive a Decision

When you file an eligibility claim, the Benefits Review Team reviews the claim and makes a decision to either approve or deny the claim. Generally, you will be notified of the Benefits Review Team’s decision within 90 days after its receipt of your claim. The Benefits Review Team may extend the period for making the claim decision by 90 days if it determines that an extension is necessary and notifies you, before the expiration of the initial 90-day period, of the circumstances requiring the extension of time and the date by which it expects to render a decision.

What You’ll Be Told If Your Eligibility Claim Is Denied

If your eligibility claim is denied, you will receive a written notice that contains all of the following:

- The specific reason(s) for the denial;
- The specific Plan provisions on which the denial is based;
- A description of any additional material or information needed and an explanation of why it is necessary;
- A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the benefits claim; and
- An explanation of the Life Insurance Plan’s claim review procedures, applicable time limits and your rights. If your claim is denied and your appeal is also denied, you have the right to bring a civil action in federal court under ERISA Section 502(a).

Appeal Procedures and Deadline

If your initial eligibility claim is denied by the Benefits Review Team, you or your authorized representative may appeal the denial. Your appeal must be in writing and should be addressed to:
Alcatel-Lucent USA, Inc.
Employee Benefits Committee
600-700 Mountain Avenue
Room 7C-415
Murray Hill, New Jersey 07974

You should include a copy of your initial claim denial notification, the reason(s) for the appeal and relevant documentation with your appeal request.

You must file your appeal within 60 days from the date on the claim denial letter. During the 60-day period, you or your authorized representative will be given reasonable access to all documents and information relevant to the claim, and you may request copies free of charge. You can also submit written comments, documents, records and other information relating to the appeal to the Employee Benefits Committee.

Review of your appeal will take into account all comments, documents, records and other information relating to the appeal, without regard to whether the information was submitted to or considered by the Benefits Review Team in connection with the initial claim decision. Your appeal will be reviewed “de novo,” which means you get to “start fresh” with your claim on appeal. In reviewing your appeal, the Employee Benefits Committee will not place deference upon the original decision. Your appeal will be reviewed by an appropriate fiduciary who is not the individual who made the initial decision, who is not subordinate to the initial reviewer and who will give a full and fair review of the claim and the denial.

When You Can Expect To Receive a Decision on Appeal

The Employee Benefits Committee will review your appeal and you will be notified of the decision on appeal within 60 days after receipt of your appeal. The Employee Benefits Committee may extend the period for making the claim decision by 60 days if it determines that an extension is necessary and notifies you, before the expiration of the initial 60-day period, of the circumstances requiring the extension of time and the date by which it expects to render a decision.

What You’ll Be Told If Your Eligibility Claim Is Denied on Appeal

If your eligibility claim is denied on appeal, you will receive a written notice that contains all of the following:

- The specific reason(s) for the denial;
- The specific Plan provisions on which the denial is based;
- A statement about the claimant’s right to bring an action under section 502(a) of the Employee Retirement Income Security Act (ERISA);
A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the benefits claim; and

A statement to the effect that “You and the Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor office and your state insurance regulatory agency.”

Other Options

If the Employee Benefits Committee denies your benefits claim on appeal, you have the right to bring a civil action in federal court under ERISA. This option is available to you only after you have exhausted all of the administrative remedies available to you through the Life Insurance Plan’s claims and appeals process as described in this section.

Benefits Claims

Filing a Claim

To report a death, you must call the insurer (see Section I. Important Contacts).

To help ensure you receive the maximum benefit the insured was entitled to, please refer to Section F. Helping Your Beneficiaries File a Claim. This section may contain information filled out by the insured that will assist you in filing a claim for benefits.

The insurer will send you a claim form. The insurer can also answer questions about the insured person’s benefits and can help you complete the claim form.

When you file a claim:

- Follow the instructions on the claim form carefully and answer all questions completely;
- Attach an original death certificate; and
- Submit the required paperwork to the address printed on the form.

Your claim will be evaluated to determine if any benefits will be paid. If the claim is approved, payment is made as outlined under Section D. Payments of Benefits. If your claim is denied, you will be advised of the reasons for the denial and may appeal the decision (see, respectively, “What You’ll Be Told If Your Benefits Claim Is Denied” and “Appeal Procedures and Deadline” later in this Section).
Filing Deadlines

Generally, you should submit a claim as soon as possible after the death occurs.

When You Can Expect To Receive a Decision

When you file a benefits claim, the insurer reviews the claim and makes a decision to either approve or deny the claim. Generally, you will be notified of the insurer’s decision with respect to a claim within 90 days after the insurer’s receipt of your claim. The insurer may extend the period for making the claim decision by 90 days, if it determines that an extension is necessary and notifies you, before the expiration of the initial 90-day period, of the circumstances requiring the extension of time and the date by which it expects to render a decision.

What You’ll Be Told If Your Claim Is Denied

If your benefits claim is denied, you will receive a written notice that contains all of the following:

- The specific reason(s) for the denial;
- The specific Plan provisions on which the denial is based;
- A description of any additional material or information needed and an explanation of why it is necessary; and
- An explanation of the Plan’s claim review procedures, applicable time limits and your rights to bring a civil action under ERISA Section 502(a) following exhaustion of these procedures.

Appeal Procedures and Deadline

If your initial claim for benefits is denied, you or your authorized representative may appeal that denial. Your appeal must be in writing and should be addressed to:

Regular Mail:
MetLife
Group Life Claims
P.O. Box 6100
Scranton, PA 18505

Overnight Mail:
Group Life Claims
123 Wyoming Ave
Scranton, PA 18505
You should include a copy of your initial claim denial notification, the reason(s) for the appeal and relevant documentation with your appeal request.

You must file your appeal within 60 days of the date you receive notice of the denied claim. During the 60-day period, you or your authorized representative will be given reasonable access to all documents and information relevant to the claim, and you may request copies free of charge. You can also submit written comments, documents, records and other information relating to the appeal to the insurer.

Review of your appeal will take into account all comments, documents, records and other information relating to the appeal, without regard to whether the information was submitted or considered in the initial claim decision. Your appeal will be reviewed “de novo.” That means you get to “start fresh,” and an independent fiduciary at the insurer will review your appeal. In reviewing your appeal, the independent fiduciary will not place deference upon the original decision. Your appeal will be reviewed by an appropriate fiduciary who is not the individual who made the initial decision, who is not subordinate to the initial reviewer and who will give a full and fair review of the claim and the denial.

When You Can Expect To Receive a Decision on Appeal

The insurer will review your appeal and you will be notified of the appeal decision within 60 days after receipt of your appeal.

What You’ll Be Told If Your Benefits Claim Is Denied on Appeal

If your benefits claim is denied on appeal, you will receive a written notice that contains all of the following:

- The specific reason(s) for the denial;
- The specific Plan provisions on which the denial is based;
- A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the benefits claim; and
- A statement to the effect that “You and the Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor office and your state insurance regulatory agency.”

Other Options

If the insurer denies your benefits claim on appeal, you have the right to bring a civil action in federal court under Section 502(a) of the Employee Retirement Income Security Act of 1974.
This information is intended for eligible retirees under the Alcatel-Lucent Group Life Insurance Plan for Retired Employees. More detailed information is provided in the official Plan documents, which are controlling.
Section H. Terms to Know

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

**Basic life insurance coverage:** the benefit provided under the Plan.

**Beneficiary(ies):** either your **primary beneficiary(ies)** or your **contingent beneficiary(ies).**

**Company:** Alcatel-Lucent USA Inc.

**Contingent beneficiary(ies):** the person(s) who receives the death benefits under your basic and life insurance coverage if none of your **primary beneficiaries** are living when you die.

**Eligible retiree:**

An individual who (a) was a participant in the Alcatel USA, Inc. Comprehensive Welfare Benefits Plan as of December 31, 2007 and (b) is described in one of the following classes:

- Class 1: [Reserved].
- Class 2: Bargaining unit employees of a predecessor to or affiliate of Alcatel USA, Inc. who retired between August 1, 1972 and May 31, 1977;
- Class 3: Bargaining unit employees of a predecessor to or affiliate of Alcatel USA, Inc. who retired between June 1, 1977 and March 31, 1980;
- Class 4: Bargaining unit employees of a predecessor to or affiliate of Alcatel USA, Inc. who retired between April 1, 1980 and April 30, 1989;
- Class 5: Bargaining unit employees of a predecessor to or affiliate of Alcatel USA, Inc. who retired on or after May 1, 1989 and before January 1, 2008;
• Class 6: Former Alcatel Network Systems, Inc. salaried employees who were vested in Alcatel USA, Inc.’s pension plan and retired between September 1, 1991 and March 31, 1993;

• Class 7: Former Alcatel Network Systems, Inc.’s salaried employees who met the eligibility requirements of the Alcatel Network Systems post-retirement medical and life insurance plan and retired on or after April 1, 1993;

• Class 8: Retirees of Radio Frequency Systems, Inc. (formerly Alcatel NA Cable Systems, Inc.) who retired on or before January 1, 2005;

• Class 9: Individuals who: (i) retired on or prior to June 1, 1988 from Alcatel Network Systems, ITT, Alcatel Business Systems, Qume, Expats, Puerto Rico, Cortelco, and Raleigh; and (ii) whose benefits were administered by Pierson & Smith as of December 31, 2004; and

• Class 10: Individuals who: (i) retired after June 1, 1988 and prior to June 1, 2001 from Alcatel Network Systems, ITT, Alcatel Business Systems, Qume, Expats, Puerto Rico, Cortelco, and Raleigh; and (ii) whose benefits were administered by Pierson & Smith as of December 31, 2004.

Insurer: Metropolitan Life Insurance Company.

Participating company/companies: a company or companies that participate in the Plan. As of January 1, 2010, these are:

• Alcatel-Lucent Investment Management Corporation

• Alcatel-Lucent Managed Solutions LLC

• Alcatel-Lucent Management Services Inc.

• Alcatel-Lucent USA Inc.

• Alcatel-Lucent World Services Inc.

• Ascend Communications, Inc.

• LGS Innovations International Inc.

• LGS Innovations LLC

• LGS Integrated Solutions Inc.

• Lucent Technologies GRL LLC
• Lucent Venture Partners Inc.
• Motive, Inc.
• Radio Frequency Systems, Inc.
• Reachview Technologies LLC
• Telica, Inc.


Primary beneficiary(ies): the person(s), organization, estate or trust named to receive the death benefits for life insurance if the covered individual dies.
### Section I. Important Contacts

<table>
<thead>
<tr>
<th>Contact/Service Provided</th>
<th>Address/Telephone Number</th>
</tr>
</thead>
</table>
| **MetLife Recordkeeping Center:**  
Contact to report a death or other covered loss; to request a Notice of Conversion, Assignment Form, Declaration of Domestic Partnership, or Beneficiary Form; or to submit a Power of Attorney/Divorce Decree. | **Write to or call:**  
Metlife Recordkeeping Center  
P.O. Box 14401  
Lexington KY 40512-4401  
1-888-201-4612 |
| **MetLife National Accounts Division:**  
All other questions about the Life Insurance Plan or legal actions, excluding claims or appeals under the Life Insurance Plan. | **Write to:**  
MetLife  
501 U.S. Highway 22  
P.O. Box 6891  
Bridgewater, NJ 08807-0891 |
| **Plan Administrator:**  
Contact to request Plan documents. | **Write to:**  
Plan Administrator  
Alcatel-Lucent USA, Inc.  
600 Mountain Avenue  
Room 7C-415  
Murray Hill, NJ 07974 |
| **Alcatel-Lucent Benefits Center**  
Handles recordkeeping with respect to coverage and election amounts.  
Alcatel-Lucent Benefits Center representatives are available Monday through Friday, from 9:00 a.m. to 5:00 p.m., Eastern Time (ET). | **Write to, call or log on to:**  
Alcatel-Lucent Benefits Center  
2300 Discovery Drive  
P.O. Box 785029  
Orlando, FL 32878-5029  
1-888-232-4111  
http://resources.hewitt.com/alcatel-lucent |
| **Your Benefits Resources** | |
Section J. Other Important Information

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

Your Rights Under ERISA

You are entitled to certain rights and protection under ERISA. These rights are described in this section.

ERISA provides that all Life Insurance Plan participants are entitled to:

- Examine, without charge, at the Plan Administrator’s office and at other specified locations, all documents governing the Life Insurance Plan, including insurance contracts, collective bargaining agreements (if applicable), and copies of the latest annual reports (Form 5500 Series) filed by the Life Insurance Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Life Insurance Plan, including insurance contracts, collective bargaining agreements (if applicable), copies of the latest annual reports (Form 5500 Series), and updated summary plan descriptions. The Plan Administrator may make a reasonable charge for the copies.

- Receive a summary of the Life Insurance Plan’s annual financial reports. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to establishing rights for Life Insurance Plan participants, ERISA imposes duties on the people responsible for the operation of the Life Insurance Plan. The people who operate the Plan, called “fiduciaries,” have a duty to do so prudently and in the interest of all Life Insurance Plan participants and beneficiaries. No one, including the Company, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your ERISA rights.

If your claim for a welfare benefit is denied or ignored, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right 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 Life Insurance Plan documents or the latest annual report from the Life Insurance 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 for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, you may also file suit in federal court if you disagree with the Life Insurance Plan’s decision or lack thereof concerning the qualified status of a domestic relations order.

If it should happen that Life Insurance Plan fiduciaries misuse the Life Insurance 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 any questions about the Plan, you should contact the Alcatel-Lucent Benefits Center, the insurer, or the Plan Administrator (see Section I. Important Contacts). 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 write to:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue NW
Washington, D.C. 20210

You may also obtain publications about your rights under ERISA by calling the Employee Benefits Security Administration at 1-866-444-3272 or logging on to the Internet at www.dol.gov.ebsa.
Plan Funding and Payment of Benefits

The costs associated with providing you basic life insurance coverage during retirement are paid by the Lucent Technologies Inc. Postretirement Welfare Benefits Trust for Non-Represented Employees and the Lucent Technologies Inc. Postretirement Welfare Benefits Trust for Represented Employees, as applicable.

Life Insurance Plan Documents

This summary plan description was designed to describe the key features of the Life Insurance Plan available to eligible retirees in easy-to-understand terms. However, it is the Life Insurance Plan documents, including insurance contracts and, if applicable, collective bargaining agreements, that determine your rights and the rights of your dependents and/or beneficiaries under the Life Insurance Plan. In all instances, even if this summary plan description and the Life Insurance Plan documents are in conflict, the Life Insurance Plan documents will govern.

Life Insurance Plan May Be Amended or Terminated

The Company expects to continue the Life Insurance Plan, but reserves the right to amend or terminate the Life Insurance Plan, in whole or in part, at any time, subject to any applicable collective bargaining agreements.

Plan Administrator and the Claims Administrators

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

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

The Plan Administrator has delegated its responsibility to review claims relating to eligibility to participate in the Life Insurance Plan to the Eligibility Review Committee. The Plan Administrator has delegated its responsibility to review appeals of denied claims relating to eligibility to participate in the Life Insurance Plan to the Employee Benefit Committee. The Plan Administrator has delegated its responsibility to review all other claims and appeals relating to benefits under the Life Insurance Plan to the insurer. The Plan Administrator has delegated its other administrative...
responsibilities under the Life Insurance Plan as described in Section I. Important Contacts.
### Administrative Information

**Plan Name**  
Alcatel-Lucent Retiree Welfare Benefits Plan  
Subplan: Alcatel-Lucent Group Life Insurance Plan for Retired Employees

**Plan Sponsor**  
Alcatel-Lucent USA Inc.

**Type of Administration**  
Generally, the Life Insurance Plan is underwritten and administered by the Metropolitan Life Insurance Company. However, enrollment and eligibility under the Life Insurance Plan is administered by the Alcatel-Lucent Benefits Center.

**Plan Administrator**  
Life Insurance Plan Administrator  
Alcatel-Lucent USA, Inc.  
600 Mountain Avenue, Room 7C-415  
Murray Hill, New Jersey 07974  
1-908-582-7140

**Agent for Service of Legal Process**  
Legal actions regarding an eligibility claim should be sent to the Alcatel-Lucent Benefits Center. All other legal actions should be sent to the Plan Administrator or the insurer.

**Plan Records and Plan Year**  
The Life Insurance Plan and all of its records are maintained on a calendar year basis, beginning on January 1 and ending on December 31 of each year.

**Type of Plan**  
The Life Insurance Plan is considered an “employee welfare benefits plan” under ERISA.

**Plan Number**  
504

**Employer Identification Number**  
22-3408857