

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

PHILIP A. MURPHY, JR.
SANDRA R. NOE, and
CLAIRE M. PALMER, et al.
Plaintiffs,

§
§
§
§
§
§
§
§
§
§
§

v.

Civil Action No. 3:09-cv-2262-G

VERIZON COMMUNICATIONS, INC., et
al.
Defendants.

**DEFENDANT SUPERMEDIA EMPLOYEE BENEFITS COMMITTEE’S ANSWER TO
PLAINTIFFS’ SECOND AMENDED COMPLAINT**

Defendant SuperMedia Employee Benefits Committee (“SuperMedia EBC”) files this Answer to Plaintiffs’ Second Amended Complaint for Proposed Class Action Relief Under ERISA (the “Second Amended Complaint”) and states as follows:

PRELIMINARY STATEMENT

1. To the extent that paragraph 1 of the Second Amended Complaint purports to summarize the terms of a February 4, 2009 letter, SuperMedia EBC respectfully refers the Court to the text of that letter for a full and accurate statement of its contents. SuperMedia EBC denies the remaining allegations of paragraph 1 of the Second Amended Complaint.

2. To the extent paragraph 2 of the Second Amended Complaint purports to summarize the procedural history of this litigation, SuperMedia EBC respectfully refers the Court to its docket for a full and complete account of that history. To the extent the allegations of paragraph 2 of the Second Amended Complaint invoke federal law, SuperMedia EBC respectfully refers the Court to the text of the ERISA statute for a full and accurate statement of that statute’s provisions and states, by way of further response, that SuperMedia EBC denies it

violated any applicable federal laws or regulations. To the extent a further response is required, SuperMedia EBC admits the allegations of paragraph 2 of the Second Amended Complaint, except denies that the Second Amended Complaint results from discovery in this action and that Plaintiffs' claims have any merit.

JURISDICTION AND VENUE

3. SuperMedia EBC admits this Court has jurisdiction over Plaintiffs' claims.

4. SuperMedia EBC admits Plaintiffs seek relief under 28 U.S.C. §§ 2201 and 2202 and respectfully refers the Court to 28 U.S.C. §§ 2201 and 2202 for a full and accurate statement of their provisions. To the extent a further response is required, SuperMedia EBC denies the allegations of paragraph 4 of the Second Amended Complaint.

5. SuperMedia EBC admits venue is proper in the Northern District of Texas.

THE PARTIES

6. SuperMedia EBC admits that Plaintiff Phillip A. Murphy ("Murphy") retired from NYNEX Information Resources Company in December 1996, and that Murphy commenced his pension in December 1998 in the form of a 100% joint and survivor annuity with a pop up feature. To the extent a further response is required, SuperMedia EBC denies the allegations of paragraph 6 of the Second Amended Complaint.

7. SuperMedia EBC admits the benefit liability relating to Murphy was transferred from the Verizon Pension Plan for New York and New England Associates to a SuperMedia (f/k/a Idearc) pension plan in November 2006, but otherwise denies the allegations of paragraph 7 of the Second Amended Complaint.

8. SuperMedia EBC admits that Plaintiff Sandra R. Noe ("Noe") retired from NYNEX Information Resources Company in April 1995, and that Noe commenced her pension

in April 1995 in the form of a single life annuity. To the extent a further response is required, SuperMedia EBC denies the allegations of paragraph 8 of the Second Amended Complaint.

9. SuperMedia EBC admits the benefit liability relating to Noe was transferred from the Verizon Pension Plan for New York and New England Associates to a SuperMedia (f/k/a Idearc) pension plan in November 2006, but otherwise denies the allegations of paragraph 9 of the Second Amended Complaint.

10. SuperMedia EBC admits that Claire M. Palmer (“Palmer”) retired from NYNEX Information Resources Company in March 1995, and that Palmer commenced her pension in April 1995 in the form of a single life annuity. To the extent a further response is required, SuperMedia EBC denies the allegations of paragraph 10 of the Second Amended Complaint.

11. SuperMedia EBC admits the benefit liability relating to Palmer was transferred from the Verizon Management Pension Plan to a SuperMedia (f/n/a Idearc) pension plan in November 2006, but otherwise denies the allegations of paragraph 11 of the Second Amended Complaint.

12. The allegations of paragraph 12 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

13. The allegations of paragraph 13 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

14. The allegations of paragraph 14 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

15. The allegations of paragraph 15 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

16. The allegations of paragraph 16 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

17. The allegations of paragraph 17 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

18. SuperMedia EBC admits that in November 2006, Verizon caused a transfer of assets and liabilities from the Verizon Enterprises Management Pension Plan to SuperMedia (f/n/a Idearc) pension plans. SuperMedia EBC admits Plaintiffs seek certain relief, but denies Plaintiffs are entitled to that or any other relief in this action. To the extent a further response is required, SuperMedia EBC denies the allegations of paragraph 18 of the Second Amended Complaint.

19. SuperMedia EBC admits that in November 2006, Verizon caused a transfer of assets and liabilities from the Verizon Pension Plan for New York and New England Associates to a SuperMedia (f/n/a Idearc) pension plan. SuperMedia EBC admits Plaintiffs seek certain relief, but denies Plaintiffs are entitled to that or any other relief in this action. To the extent a further response is required, SuperMedia EBC denies the allegations of paragraph 19 of the Second Amended Complaint.

20. SuperMedia EBC admits that in November 2006, Verizon caused a transfer of assets and liabilities from the Verizon Pension Plan for Mid-Atlantic Associates to a (f/n/a Idearc) pension plan. SuperMedia EBC admits Plaintiffs seek certain relief, but denies that Plaintiffs are entitled to that or any other relief in this action. To the extent a further response is required, SuperMedia EBC denies the allegations of paragraph 20 of the Second Amended Complaint.

21. SuperMedia EBC denies that there is a comma in SuperMedia Inc. or Idearc Inc. SuperMedia EBC admits that in November 2006, Verizon spun off its directories business (i.e., Verizon Information Services, or “VIS”) to its shareholders, but otherwise denies the allegations of paragraph 21 of the Second Amended Complaint.

22. SuperMedia EBC denies that there is a comma in SuperMedia Inc. or Idearc Inc. SuperMedia EBC further denies that SuperMedia Inc.’s H. R. Department is within the Dallas Division of the Northern District of Texas. SuperMedia EBC admits that SuperMedia Inc.’s H. R. Department is within the Fort Worth Division of the Northern District of Texas.

23. SuperMedia EBC denies that there is a comma in SuperMedia Inc. or Idearc Inc., but admits the remaining allegations of paragraph 23 of the Second Amended Complaint.

24. SuperMedia EBC denies that there is a comma in SuperMedia Inc. or Idearc Inc., but admits to the remaining allegations of paragraph 24 of the Second Amended Complaint.

25. SuperMedia EBC admits to stipulating to the contents of Docket No. 17, but otherwise denies the allegations of paragraph 25 of the Second Amended Complaint.

26. SuperMedia EBC denies that there is a comma in SuperMedia Inc., but admits to the remaining allegations of paragraph 26 of the Second Amended Complaint.

27. SuperMedia EBC denies that there is a comma in SuperMedia Inc., but admits to the remaining allegations of paragraph 27 of the Second Amended Complaint.

28. SuperMedia EBC denies the allegations of paragraph 28 of the Second Amended Complaint.

29. SuperMedia EBC admits the allegations of paragraph 29 of the Second Amended Complaint.

30. SuperMedia EBC denies that there is a comma in SuperMedia Inc., but admits to the remaining allegations of paragraph 30 of the Second Amended Complaint.

31. SuperMedia EBC denies that there is a comma in SuperMedia Inc., but admits to the remaining allegations of paragraph 31 of the Second Amended Complaint.

32. To the extent that paragraph 32 of the Second Amended Complaint purports to summarize the procedural history of this litigation, SuperMedia EBC respectfully refers the Court to its docket for a full and complete account of that history.

33. SuperMedia EBC admits that Verizon transferred assets and liabilities associated with active and inactive VIS employees from the Verizon Plans to SuperMedia (f/n/a Idearc) pension plans in November 2006 and that Plaintiffs' Second Amended Complaint seeks certain

relief, but otherwise denies the allegations of paragraph 33 and specifically denies that class members are entitled to the relief Plaintiffs seek.

34. SuperMedia EBC admits that Verizon transferred assets and liabilities associated with active and inactive VIS employees from the Verizon Plans to (f/n/a Idearc) pension plans in November 2006 and that Plaintiffs' Second Amended Complaint seeks certain relief, but otherwise denies the allegations of paragraph 34 and specifically denies that class members are entitled to the relief Plaintiffs seek.

FACTS

35. SuperMedia EBC denies that there is a comma in SuperMedia Inc. To the extent a further response is needed, paragraph 35 of the Second Amended Complaint purports to summarize terms of a Form 10-K filed with the United States Securities and Exchange Commission, and SuperMedia EBC respectfully refers the Court to the text of this document for a full and accurate statement.

36. The allegations of paragraph 36 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent a further response is required, SuperMedia EBC does not have sufficient information to admit or deny the allegations and therefore denies the same.

37. The allegations of paragraph 37 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

38. The allegations of paragraph 38 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the

extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

39. The allegations of paragraph 39 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

40. The allegations of paragraph 40 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

41. SuperMedia EBC denies that there is a comma in SuperMedia Inc. or Idearc Inc., but admits to the remaining allegations of paragraph 41 of the Second Amended Complaint insofar as they relate to SuperMedia EBC.

42. The allegations of paragraph 42 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

43. The allegations of paragraph 43 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. SuperMedia EBC denies that there is a comma in Idearc Inc. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

44. SuperMedia EBC admits the allegations of paragraph 43 of the Second Amended Complaint insofar as they relate to SuperMedia EBC.

45. The allegations of paragraph 45 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

46. SuperMedia EBC denies that there is a comma in SuperMedia Inc or Idearc Inc. SuperMedia EBC admits that Verizon and Idearc Inc. entered into an Employee Matters Agreement (“EMA”), executed on November 17, 2006 by a Verizon officer and an Idearc officer, but otherwise denies the allegations of paragraph 46 of the Second Amended Complaint.

47. To the extent paragraph 47 of the Second Amended Complaint purports to summarize the terms of the EMA, SuperMedia EBC respectfully refers the Court to the text of that agreement for a full and accurate statement of its provisions, but otherwise denies the allegations of paragraph 47 of the Second Amended Complaint.

48. SuperMedia EBC denies the allegations of paragraph 48 of the Second Amended Complaint.

49. To the extent paragraph 49 of the Second Amended Complaint purports to state a legal conclusion, no response is required. To the extent paragraph 49 of the Second Amended Complaint purports to summarize the terms of a March 6, 2009 letter, SuperMedia EBC respectfully refers the Court to the text of that letter for a full and accurate statement of its contents. Otherwise, SuperMedia EBC denies the allegations of paragraph 49 of the Second Amended Complaint.

50. The allegations of paragraph 50 of the Second Amended Complaint are so vague or unclear that SuperMedia EBC is unable to form a belief as to their truth or falsity, and therefore denies same.

51. The allegations of paragraph 51 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

52. SuperMedia EBC admits that Verizon caused the Verizon Plans to transfer hundreds of millions of dollars in pension assets to SuperMedia (f/n/a Idearc) pension plans in November 2006.

53. The allegations of paragraph 53 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

54. The allegations of paragraph 54 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

55. SuperMedia EBC denies the allegations of paragraph 55 of the Second Amended Complaint, except admits that Verizon made an initial pension asset transfer equal to 90% of the estimated asset transfer amount in mid-November 2006.

56. The allegations of paragraph 56 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the

extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

57. The allegations of paragraph 57 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

58. SuperMedia EBC admits to the allegations of paragraph 58 of the Second Amended Complaint.

59. The allegations of paragraph 59 of the Second Amended Complaint are so vague or unclear that SuperMedia EBC is unable to form a belief as to their truth or falsity. To the extent a further response is required, SuperMedia EBC admits that assets associated with the pension benefit obligations for VIS employees and inactive employees whose last service was with a VIS business unit were transferred from the Verizon Enterprises Management Pension Plan and the Verizon Management Pension Plan to SuperMedia (f/n/a Idearc) pension plans, but otherwise denies the allegations of paragraph 59 of the Second Amended Complaint.

60. The allegations of paragraph 60 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

61. SuperMedia EBC denies that there is a comma in SuperMedia Inc., but admits that no one associated with SuperMedia Inc. obtained Plaintiffs' or class members' consent to be transferred out of Verizon pension plans into SuperMedia (f/n/a Idearc) pension plans. The remaining allegations relate only to the Verizon Defendants, and therefore no response by

SuperMedia EBC is required. To the extent further answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

62. The allegations of paragraph 62 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent a further response is required, SuperMedia EBC does not have sufficient information to admit, and so deny, the allegations of paragraph 62 of the Second Amended Complaint.

63. SuperMedia EBC admits that the assets and obligations relating to the pension benefits of class members were transferred to an Idearc pension plan as part of the spinoff. To the extent a further response is required, SuperMedia EBC denies the allegations of paragraph 63 of the Second Amended Complaint.

64. SuperMedia EBC admits that responsibility for the pension benefits of class members was transferred to SuperMedia (f/n/a Idearc) pension plans in November 2006, but otherwise denies the allegations of paragraph 64 of the Second Amended Complaint.

65. The allegations of paragraph 65 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

66. The allegations of paragraph 66 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

67. The allegations of paragraph 67 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the

extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

68. The allegations of paragraph 68 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

69. The allegations of paragraph 69 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

70. The allegations of paragraph 70 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

71. The allegations of paragraph 71 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

72. The allegations of paragraph 72 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

73. To the extent paragraph 73 of the Second Amended Complaint purports to summarize the terms of a January 25, 2007 letter, SuperMedia EBC respectfully refers the Court to the text of that letter for a full and accurate statement of its contents. Otherwise, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

74. The allegations of paragraph 74 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

75. To the extent that paragraph 75 of the Second Amended Complaint purports to summarize the terms of a February 15, 2007 letter, SuperMedia EBC respectfully refers the Court to the text of that letter for a full and accurate statement of its contents. Otherwise, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

76. The allegations of paragraph 76 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

77. SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

78. The allegations of paragraph 78 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the

extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

79. SuperMedia EBC denies the allegations of paragraph 79 of the Second Amended Complaint.

80. SuperMedia EBC denies the allegations of paragraph 80 of the Second Amended Complaint.

81. SuperMedia EBC denies the allegations of paragraph 81 of the Second Amended Complaint.

82. Paragraph 82 of the Second Amended Complaint purports to summarize the terms of a February 4, 2009 letter and SuperMedia EBC respectfully refers the Court to the text of that letter for a full and accurate statement of its contents. Otherwise, SuperMedia EBC denies the allegations of paragraph 82 of the Second Amended Complaint.

83. To the extent it relates to SuperMedia EBC, SuperMedia EBC denies the allegations of paragraph 83 of the Second Amended Complaint.

84. The allegations of paragraph 84 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

85. Paragraph 85 of the Second Amended Complaint purports to summarize the terms of a February 6, 2009 letter and SuperMedia EBC respectfully refers the Court to the text of that letter for a full and accurate statement of its contents. Furthermore, the allegations of paragraph 85 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no

response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

86. The allegations of paragraph 86 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

87. SuperMedia EBC denies the allegations of paragraph 87 of the Second Amended Complaint.

88. Paragraph 88 of the Second Amended Complaint purports to summarize the terms of an April 21, 2009 letter and SuperMedia EBC respectfully refers the Court to the text of that letter for a full and accurate statement of its contents. Furthermore, the allegations of paragraph 88 relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

89. The allegations of paragraph 89 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent a further response is required, SuperMedia EBC does not have sufficient information to admit or deny the allegations and therefore denies the same.

90. The allegations of paragraph 90 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

91. Paragraph 91 of the Second Amended Complaint purports to summarize the terms of a May 27, 2009 letter and SuperMedia EBC respectfully refers the Court to the text of that letter for a full and accurate statement of its contents. Furthermore, the allegations of paragraph 91 relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

92. Paragraph 92 of the Second Amended Complaint purports to summarize the terms of a July 31, 2009 letter and SuperMedia EBC respectfully refers the Court to the text of that letter for a full and accurate statement of its contents. Furthermore, the allegations of paragraph 92 relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

93. Paragraph 93 of the Second Amended Complaint purports to summarize the terms of a July 31, 2009 letter and SuperMedia EBC respectfully refers the Court to the text of that letter for a full and accurate statement of its contents. Furthermore, the allegations of paragraph 93 relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

94. Paragraph 94 of the Second Amended Complaint purports to summarize the terms of a September 15, 2009 letter and SuperMedia EBC respectfully refers the Court to the text of that letter for a full and accurate statement of its contents. Furthermore, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations related to the Verizon Defendants

and therefore denies the same. SuperMedia EBC admits that it received the September 15, 2009 letter.

95. The first sentence of paragraph 95 of the Second Amended Complaint purports to summarize an October 29, 2009 letter and SuperMedia EBC respectfully refers the Court to the text of that letter for a full and accurate statement of its contents.

96. SuperMedia EBC denies the allegations of paragraph 96 of the Second Amended Complaint.

97. The allegations of paragraph 97 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

98. The allegations of paragraph 98 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

99. The allegations of paragraph 99 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

100. The allegations of paragraph 100 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

101. The allegations of paragraph 101 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

102. The allegations of paragraph 102 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

103. SuperMedia EBC denies the allegations of paragraph 103 of the Second Amended Complaint insofar as they relate to SuperMedia EBC.

104. Paragraph 104 of the Second Amended Complaint purports to summarize and quote a federal regulation and SuperMedia EBC respectfully refers the Court to the text of that regulation for a full and accurate statement of its provisions.

105. SuperMedia EBC denies the allegations of paragraph 105 of the Second Amended Complaint insofar as they relate to SuperMedia EBC.

106. SuperMedia EBC denies the allegations of paragraph 106 of the Second Amended Complaint insofar as they relate to SuperMedia EBC.

107. The allegations of paragraph 107 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

108. The allegations of paragraph 108 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the

extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

109. SuperMedia EBC admits the allegations of paragraph 109 of the Second Amended Complaint insofar as they relate to SuperMedia EBC, and state by way of further response that there is no requirement that pension plans have written procedures to address individual or class-wide fiduciary duty claims.

110. SuperMedia EBC denies the allegations of paragraph 110 of the Second Amended Complaint insofar as they relate to SuperMedia EBC.

111. SuperMedia EBC denies the allegations of paragraph 111 of the Second Amended Complaint.

112. SuperMedia EBC denies the allegations of paragraph 112 of the Second Amended Complaint insofar as they relate to SuperMedia EBC.

113. SuperMedia EBC denies the allegations of paragraph 113 of the Second Amended Complaint insofar as they relate to SuperMedia EBC.

114. SuperMedia EBC denies the allegations of paragraph 114 of the Second Amended Complaint insofar as they relate to SuperMedia EBC.

FIRST CLAIM FOR RELIEF

115. SuperMedia EBC incorporates and restates by reference the foregoing responses to paragraphs 1 through 114 of the Second Amended Complaint, inclusive, as if they were fully set forth herein.

116. Paragraph 116 of the Second Amended Complaint purports to quote federal law and SuperMedia EBC respectfully refers the Court to the text of the statute for a full and accurate statement of its provisions.

117. SuperMedia EBC denies the allegations of paragraph 117 of the Second Amended Complaint. To the extent paragraph 117 of the Second Amended Complaint purports to summarize federal law, SuperMedia EBC respectfully refers the Court to the text of the statute for a full and accurate statement of its provisions.

118. SuperMedia EBC denies the allegations of paragraph 117 of the Second Amended Complaint.

119. SuperMedia EBC denies the allegations of paragraph 119 of the Second Amended Complaint insofar as they relate to SuperMedia EBC, except admits that Plaintiffs' internal administrative claim was properly reviewed, decided, and acted upon by SuperMedia EBC.

120. SuperMedia EBC denies the allegations of paragraph 120 of the Second Amended Complaint, except admits that Plaintiffs' administrative claim was properly reviewed, decided, and acted upon by SuperMedia EBC.

121. SuperMedia EBC denies the allegations of paragraph 121 of the Second Amended Complaint, except admits that Plaintiffs' administrative claim was properly reviewed, decided, and acted upon by SuperMedia EBC.

122. SuperMedia EBC denies the allegations of paragraph 122 of the Second Amended Complaint, except admits that Plaintiffs' administrative claim was properly reviewed, decided, and acted upon by SuperMedia EBC.

123. SuperMedia EBC denies the allegations of paragraph 123 of the Second Amended Complaint.

124. To the extent paragraph 124 of the Second Amended Complaint purports to quote the terms of a September 15, 2009 letter, SuperMedia EBC respectfully refers the Court to the text of that letter for a full and accurate statement of its contents. To the extent a further response

is required, SuperMedia EBC admits that correspondence relating to the administrative claims of individuals other than Plaintiffs were not made part of the administrative record regarding Plaintiffs' claims and state, by way of further response, that ERISA contains no such requirement.

125. The allegations of paragraph 125 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

126. The allegations of paragraph 126 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

127. The allegations of paragraph 127 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

128. SuperMedia EBC admits that, before a claimant can bring any action at law or at equity to recover benefits under a Plan, he or she must exhaust the Plan's administrative review process. To the extent a further response is required, SuperMedia EBC denies the allegations of paragraph 128 of the Second Amended Complaint, and specifically denies that Plaintiffs are entitled to any tolling.

129. SuperMedia EBC denies the allegations of paragraph 129 of the Second Amended Complaint.

130. SuperMedia EBC denies the allegations of paragraph 130 of the Second Amended Complaint insofar as they relate to SuperMedia EBC.

131. Paragraph 131 of the Second Amended Complaint purports to summarize or quote federal law and SuperMedia EBC respectfully refers the Court to the text of the ERISA statute for a full and accurate statement of its provisions.

132. SuperMedia EBC admits that Plaintiffs seek the relief set forth in paragraph 132 of the Second Amended Complaint, but deny that Plaintiffs or class members are entitled to that relief, or any relief.

SECOND CLAIM FOR RELIEF

133. Plaintiffs' second claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 133 of the Second Amended Complaint is required from SuperMedia EBC.

134. Plaintiffs' second claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 134 of the Second Amended Complaint is required from SuperMedia EBC.

135. Plaintiffs' second claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 135 of the Second Amended Complaint is required from SuperMedia EBC.

136. Plaintiffs' second claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 136 of the Second Amended Complaint is required from SuperMedia EBC.

137. Plaintiffs' second claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 137 of the Second Amended Complaint is required from SuperMedia EBC.

138. Plaintiffs' second claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 138 of the Second Amended Complaint is required from SuperMedia EBC.

139. Plaintiffs' second claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 139 of the Second Amended Complaint is required from SuperMedia EBC.

140. Plaintiffs' second claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 140 of the Second Amended Complaint is required from SuperMedia EBC.

141. Plaintiffs' second claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 141 of the Second Amended Complaint is required from SuperMedia EBC.

142. Plaintiffs' second claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 142 of the Second Amended Complaint is required from SuperMedia EBC.

143. Plaintiffs' second claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 143 of the Second Amended Complaint is required from SuperMedia EBC.

144. Plaintiffs' second claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 144 of the Second Amended Complaint is required from SuperMedia EBC.

145. Plaintiffs' second claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 145 of the Second Amended Complaint is required from SuperMedia EBC.

146. Plaintiffs' second claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 146 of the Second Amended Complaint is required from SuperMedia EBC.

147. Plaintiffs' second claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 147 of the Second Amended Complaint is required from SuperMedia EBC.

148. Plaintiffs' second claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 148 of the Second Amended Complaint is required from SuperMedia EBC.

149. Plaintiffs' second claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 149 of the Second Amended Complaint is required from SuperMedia EBC.

THIRD CLAIM FOR RELIEF

150. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 150 of the Second Amended Complaint is required from SuperMedia EBC.

151. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 151 of the Second Amended Complaint is required from SuperMedia EBC.

152. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 152 of the Second Amended Complaint is required from SuperMedia EBC.

153. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 153 of the Second Amended Complaint is required from SuperMedia EBC.

154. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 154 of the Second Amended Complaint is required from SuperMedia EBC.

155. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 155 of the Second Amended Complaint is required from SuperMedia EBC.

156. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 156 of the Second Amended Complaint is required from SuperMedia EBC.

157. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 157 of the Second Amended Complaint is required from SuperMedia EBC.

158. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 158 of the Second Amended Complaint is required from SuperMedia EBC.

159. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 159 of the Second Amended Complaint is required from SuperMedia EBC.

160. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 160 of the Second Amended Complaint is required from SuperMedia EBC.

161. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 161 of the Second Amended Complaint is required from SuperMedia EBC.

162. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 162 of the Second Amended Complaint is required from SuperMedia EBC.

163. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 163 of the Second Amended Complaint is required from SuperMedia EBC.

164. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 164 of the Second Amended Complaint is required from SuperMedia EBC.

165. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 165 of the Second Amended Complaint is required from SuperMedia EBC.

166. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 166 of the Second Amended Complaint is required from SuperMedia EBC.

167. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 167 of the Second Amended Complaint is required from SuperMedia EBC.

168. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 168 of the Second Amended Complaint is required from SuperMedia EBC.

169. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 169 of the Second Amended Complaint is required from SuperMedia EBC.

170. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 170 of the Second Amended Complaint is required from SuperMedia EBC.

171. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 171 of the Second Amended Complaint is required from SuperMedia EBC.

172. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 172 of the Second Amended Complaint is required from SuperMedia EBC.

173. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 173 of the Second Amended Complaint is required from SuperMedia EBC.

174. Plaintiffs' third claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 174 of the Second Amended Complaint is required from SuperMedia EBC.

FOURTH CLAIM FOR RELIEF

175. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 175 of the Second Amended Complaint is required from SuperMedia EBC.

176. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 176 of the Second Amended Complaint is required from SuperMedia EBC.

177. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 177 of the Second Amended Complaint is required from SuperMedia EBC.

178. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 178 of the Second Amended Complaint is required from SuperMedia EBC.

179. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 179 of the Second Amended Complaint is required from SuperMedia EBC.

180. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 180 of the Second Amended Complaint is required from SuperMedia EBC.

181. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 181 of the Second Amended Complaint is required from SuperMedia EBC.

182. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 182 of the Second Amended Complaint is required from SuperMedia EBC.

183. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 183 of the Second Amended Complaint is required from SuperMedia EBC.

184. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 184 of the Second Amended Complaint is required from SuperMedia EBC.

185. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 185 of the Second Amended Complaint is required from SuperMedia EBC.

186. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 186 of the Second Amended Complaint is required from SuperMedia EBC.

187. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 187 of the Second Amended Complaint is required from SuperMedia EBC.

188. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 188 of the Second Amended Complaint is required from SuperMedia EBC.

189. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 189 of the Second Amended Complaint is required from SuperMedia EBC.

190. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 190 of the Second Amended Complaint is required from SuperMedia EBC.

191. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 191 of the Second Amended Complaint is required from SuperMedia EBC.

192. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 192 of the Second Amended Complaint is required from SuperMedia EBC.

193. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 193 of the Second Amended Complaint is required from SuperMedia EBC.

194. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 194 of the Second Amended Complaint is required from SuperMedia EBC.

195. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 195 of the Second Amended Complaint is required from SuperMedia EBC.

196. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 196 of the Second Amended Complaint is required from SuperMedia EBC.

197. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 197 of the Second Amended Complaint is required from SuperMedia EBC.

198. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 198 of the Second Amended Complaint is required from SuperMedia EBC.

199. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 199 of the Second Amended Complaint is required from SuperMedia EBC.

200. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 200 of the Second Amended Complaint is required from SuperMedia EBC.

201. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 201 of the Second Amended Complaint is required from SuperMedia EBC.

202. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 202 of the Second Amended Complaint is required from SuperMedia EBC.

203. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 203 of the Second Amended Complaint is required from SuperMedia EBC.

204. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 204 of the Second Amended Complaint is required from SuperMedia EBC.

205. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 205 of the Second Amended Complaint is required from SuperMedia EBC.

206. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 206 of the Second Amended Complaint is required from SuperMedia EBC.

207. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 207 of the Second Amended Complaint is required from SuperMedia EBC.

208. Plaintiffs' fourth claim for relief is brought only against Verizon EBC, and therefore no answer to paragraph 208 of the Second Amended Complaint is required from SuperMedia EBC.

FIFTH CLAIM FOR RELIEF

209. SuperMedia EBC incorporates and restates by reference the foregoing responses to paragraphs 1 through 208 of the Second Amended Complaint, inclusive, as if they were fully set forth herein.

210. Paragraph 210 of the Second Amended Complaint purports to summarize or quote federal law and SuperMedia EBC respectfully refers the Court to the text of the statute for a full and accurate statement of its provisions.

211. Paragraph 211 of the Second Amended Complaint purports to summarize or quote federal law and SuperMedia EBC respectfully refers the Court to the text of the statute and regulation for a full and accurate statement of their provisions.

212. Paragraph 212 of the Second Amended Complaint purports to summarize the terms of various Verizon pension plan descriptions, and SuperMedia EBC respectfully refers the Court to the text of those summary plan descriptions for a full and accurate statement of their provisions.

213. The allegations of paragraph 213 of the Second Amended Complaint are vague or unclear such that SuperMedia EBC is unable to form a belief as to their truth or falsity. To the extent a further response is required, SuperMedia EBC denies the allegations of paragraph 213 of the Second Amended Complaint.

214. SuperMedia EBC admits the allegations of paragraph 214 of the Second Amended Complaint.

215. SuperMedia EBC denies the allegations of paragraph 215 of the Second Amended Complaint.

216. SuperMedia EBC admits SuperMedia EBC made available online a March 19, 2007 letter to Plaintiffs and class members that included a copy of the relevant SuperMedia summary plan description and SuperMedia summary of material modifications.

217. Paragraph 217 of the Second Amended Complaint purports to quote language from March 19, 2007 letters and SuperMedia EBC respectfully refers the Court to the text of the full and accurate statement of its contents.

218. SuperMedia EBC denies the allegations of paragraph 218 of the Second Amended Complaint.

219. SuperMedia EBC denies the allegations of paragraph 219 of the Second Amended Complaint.

220. SuperMedia EBC denies the allegations of paragraph 220 of the Second Amended Complaint.

221. Paragraph 221 of the Second Amended Complaint purports to summarize or quote federal law and SuperMedia EBC respectfully refers the Court to the text of the statute for a full and accurate statement of its provisions. To the extent a further response is required, SuperMedia EBC denies the allegations of paragraph 221 of the Second Amended Complaint.

SIXTH CLAIM FOR RELIEF

222. SuperMedia EBC incorporates and restates by reference the foregoing responses to paragraphs 1 through 221 of the Second Amended Complaint, inclusive, as if they were fully set forth herein.

223. Paragraph 223 of the Second Amended Complaint purports to summarize or quote federal law and SuperMedia EBC respectfully refers the Court to the text of the statute for a full and accurate statement of its provisions.

224. To the extent the allegations of paragraph 224 of the Second Amended Complaint relate to the Verizon Defendants, no response by SuperMedia EBC is required. To the extent a further response is required, SuperMedia EBC denies the allegations of paragraph 224.

225. To the extent the allegations of paragraph 225 of the Second Amended Complaint relate to the Verizon Defendants, no response by SuperMedia EBC is required. To the extent a further response is required, SuperMedia EBC denies the allegations of paragraph 225.

226. SuperMedia EBC admits that it is the current plan administrator and that it has assumed responsibilities for Plaintiffs' and class members' pensions and OPEBs. Otherwise, SuperMedia EBC denies the allegations of paragraph 226 of the Second Amended Complaint.

227. To the extent the allegations of paragraph 227 of the Second Amended Complaint relate to the Verizon Defendants, no response by SuperMedia EBC is required. Further, SuperMedia EBC admits that it will not transfer Plaintiffs and class members "back into Verizon's pension plans" without a directive and order issued by this Court. Otherwise, SuperMedia EBC denies the allegations of paragraph 227.

228. The allegations of paragraph 228 of the Second Amended Complaint relate only to the Verizon Defendants, and therefore no response by SuperMedia EBC is required. To the extent an answer is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations and therefore denies the same.

229. SuperMedia EBC admits that Plaintiffs seek certain relief, but deny Plaintiffs are entitled to that or any other relief in this action. To the extent a further response is required, SuperMedia EBC denies the allegations of paragraph 229 of the Second Amended Complaint.

230. SuperMedia EBC admits that Plaintiffs seek certain relief, but deny Plaintiffs are entitled to that or any other relief in this action. To the extent a further response is required, SuperMedia EBC denies the allegations of paragraph 230 of the Second Amended Complaint, except admits that, were the Court to order that pension assets associated with class members be transferred from SuperMedia (f/n/a Idearc) pension plans to the Verizon pension plans, a corresponding transfer of liabilities would likewise be necessary.

231. SuperMedia EBC admits that Plaintiffs seek certain relief, but deny that Plaintiffs are entitled to that or any other relief in this action. To the extent a further response is required, SuperMedia EBC denies the allegations of paragraph 231 of the Second Amended Complaint.

SEVENTH CLAIM FOR RELIEF

232. Plaintiffs' seventh claim for relief is brought only against Verizon Defendants, and therefore no answer to paragraph 232 of the Second Amended Complaint is required from SuperMedia EBC.

233. Plaintiffs' seventh claim for relief is brought only against Verizon Defendants, and therefore no answer to paragraph 233 of the Second Amended Complaint is required from SuperMedia EBC.

234. Plaintiffs' seventh claim for relief is brought only against Verizon Defendants, and therefore no answer to paragraph 234 of the Second Amended Complaint is required from SuperMedia EBC.

235. Plaintiffs' seventh claim for relief is brought only against Verizon Defendants, and therefore no answer to paragraph 235 of the Second Amended Complaint is required from SuperMedia EBC.

236. Plaintiffs' seventh claim for relief is brought only against Verizon Defendants, and therefore no answer to paragraph 236 of the Second Amended Complaint is required from SuperMedia EBC.

237. Plaintiffs' seventh claim for relief is brought only against Verizon Defendants, and therefore no answer to paragraph 237 of the Second Amended Complaint is required from SuperMedia EBC.

238. Plaintiffs' seventh claim for relief is brought only against Verizon Defendants, and therefore no answer to paragraph 238 of the Second Amended Complaint is required from SuperMedia EBC.

STANDARD OF JUDICIAL REVIEW

239. Plaintiffs' seventh claim for relief is brought only against Verizon Defendants, and therefore no answer to paragraph 239 of the Second Amended Complaint is required from SuperMedia EBC.

240. Plaintiffs' seventh claim for relief is brought only against Verizon Defendants, and therefore no answer to paragraph 240 of the Second Amended Complaint is required from SuperMedia EBC.

241. Plaintiffs' seventh claim for relief is brought only against Verizon Defendants, and therefore no answer to paragraph 241 of the Second Amended Complaint is required from SuperMedia EBC.

242. Plaintiffs' seventh claim for relief is brought only against Verizon Defendants, and therefore no answer to paragraph 242 of the Second Amended Complaint is required from SuperMedia EBC.

243. Plaintiffs' seventh claim for relief is brought only against Verizon Defendants, and therefore no answer to paragraph 243 of the Second Amended Complaint is required from SuperMedia EBC.

CLASS ACTION ALLEGATIONS

244. SuperMedia EBC admits that the Court has certified a class defined in the same way as set forth in paragraph 244, except using the term "Idearc" in place of the term "SuperMedia," but otherwise denies the allegations of paragraph 244 of the Second Amended Complaint.

245. SuperMedia EBC admits that this Court has certified a class pursuant to Fed. R. Civ. P. 23(b)(2), but otherwise denies the allegations of paragraph 245 of the Second Amended Complaint.

246. SuperMedia EBC admits that the class satisfies the numerosity requirement of Fed. R. Civ. P. 23(a).

247. SuperMedia EBC admits the allegations of paragraph 247 of the Second Amended Complaint.

248. SuperMedia EBC is without sufficient knowledge to admit or deny the allegations of paragraph 248 of the Second Amended Complaint and therefore denies the same.

249. SuperMedia EBC is without sufficient knowledge to admit or deny the allegations of paragraph 249 of the Second Amended Complaint and therefore denies the same.

250. SuperMedia EBC is without sufficient knowledge to admit or deny the allegations of paragraph 250 of the Second Amended Complaint and therefore denies the same, except admits that Curtis L. Kennedy has experience in ERISA cases.

251. To the extent the allegations of paragraph 251 of the Second Amended Complaint purport to state a legal conclusion, no response is required. To the extent a further response is required, SuperMedia EBC is without sufficient knowledge to admit or deny the allegations of paragraphs 251 of the Second Amended Complaint and therefore denies the same.

252. SuperMedia EBC denies the allegations of paragraph 252 of the Second Amended Complaint insofar as they relate to SuperMedia EBC.

253. SuperMedia EBC denies the allegations of paragraph 253 of the Second Amended Complaint insofar as they relate to SuperMedia EBC.

254. SuperMedia EBC admits that this case raises the questions whether Defendants violated ERISA and whether this Court may order that the assets and liabilities associated with class members' pensions should be transferred from SuperMedia (f/n/a Idearc) pension plans to the Verizon pension plans, but otherwise denies the allegations of paragraph 254 of the Second Amended Complaint.

255. SuperMedia EBC admits that this Court has certified a class pursuant to Fed. R. Civ. P. 23(b)(2), but otherwise denies the allegations of paragraph 255 of the Second Amended Complaint.

256. To the extent that the allegations of paragraph 256 of the Second Amended Complaint purport to state a legal conclusion, no response is required. To the extent a further response is required, SuperMedia EBC denies the allegations of paragraph 256 of the Second Amended Complaint.

257. SuperMedia EBC denies the allegations of paragraph 257 of the Second Amended Complaint, except admits that the class members' pension claims involve shared legal issues.

258. SuperMedia EBC denies the allegations of paragraph 258 of the Second Amended Complaint, except admits that a class action is the best method for resolving Plaintiffs' pension claims.

259. SuperMedia EBC admits that they have consented to certification of this case as a class action pursuant to Fed. R. Civ. P. 23(b)(2), but otherwise denies the allegations of paragraph 259 of the Second Amended Complaint.

260. SuperMedia EBC does not have sufficient information to admit or deny the allegations of paragraph 260 of the Second Amended Complaint and therefore denies the same.

SuperMedia EBC denies each and every allegation of the Second Amended Complaint not heretofore specifically admitted.

PRAYER FOR RELIEF

With respect to Plaintiffs' prayer for relief, SuperMedia EBC denies that Plaintiffs or the class are entitled to the relief requested, or any other relief.

SuperMedia EBC requests that the Court:

- A. dismiss this action with prejudice;
- B. award SuperMedia EBC its costs and attorneys' fees; and
- C. grant SuperMedia EBC such other relief as the Court deems appropriate.

AFFIRMATIVE AND OTHER DEFENSES

SuperMedia EBC, in the alternative and without prejudice to the denials and other statements made in its Answer to the Second Amended Complaint, for its Affirmative and Other Defenses, states as follows:

FIRST DEFENSE

The claims of Plaintiffs and the members of the class are barred in whole or in part by the applicable statutes of limitation and/or the doctrine of laches.

SECOND DEFENSE

The claims of Plaintiffs and the members of the class are barred in whole or in part by their failure to exhaust their administrative remedies.

THIRD DEFENSE

The Second Amended Complaint fails to state a claim upon which any relief can be granted.

FOURTH DEFENSE

The claims of Plaintiffs and the members of the class are barred in whole or in part by the doctrines of accord and satisfaction, release, waiver, and estoppel to the extent that members of the class have signed agreements that release their claims, have promised not to sue the Defendants, or otherwise have promised not to assert claims against the Defendants.

FIFTH DEFENSE

The claims of Plaintiffs and the members of the class are barred, in whole or in part, to the extent that Plaintiffs or the members of the proposed class seek relief that is not authorized by ERISA.

SIXTH DEFENSE

The claims of Plaintiffs and the members of the class are barred, in whole or in part, to the extent that Plaintiffs or the members of the class lack standing to assert their claims.

SuperMedia EBC reserves the right to assert, and hereby gives notice that it intends to rely upon, any other defense that may become available or appear during discovery proceedings or otherwise in this case and hereby reserves the right to amend its Answer to assert any such defense.

Respectfully submitted,

ANDREWS KURTH LLP

/s/ David P. Whittlesey

David P. Whittlesey
State Bar No. 00791920
Martha M. Hopkins
State Bar No. 24059970
111 Congress, Suite 1700
Austin, Texas 78701
Telephone: (512) 320-9200
Facsimile: (512) 320-9292

Marc D. Katz
State Bar No. 00791002
1717 Main Street, Suite 3700
Dallas, Texas 75201
Telephone: (214) 659-4400
Facsimile: (214) 659-4401

**ATTORNEYS FOR DEFENDANT
SUPERMEDIA EMPLOYEE BENEFITS
COMMITTEE**

CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of April 2012, I electronically filed the foregoing document with the clerk of the court for the U.S. District Court, Northern District of Texas, using the electronic case filing system of the Court. The electronic case filing system sent a "Notice of Electronic Filing" to all counsel of record, each of whom has registered as a user of the ECF system. A courtesy copy has also been sent to the following counsel of record via E-Mail:

Curtis L. Kennedy
8405 E. Princeton Avenue
Denver, Colorado 80237-1741

Christopher L. Kurzner
KURZNER PC
1700 Pacific Avenue, Suite 3800
Dallas, Texas 75201

Robert E. Goodman, Jr.
KILGORE & KILGORE
3109 Carlisle St.
Dallas, Texas 75204

Jeffrey G. Huvelle, Esq.
Christian J. Pistilli
COVINGTON & BURLING LLP
1201 Pennsylvania Avenue, NW
Washington, DC 20004-2401

ATTORNEYS FOR PLAINTIFFS

**ATTORNEYS FOR DEFENDANTS
VERIZON COMMUNICATIONS, INC.,
VERIZON EMPLOYEE BENEFITS
COMMITTEE
VERIZON PENSION PLAN FOR NEW
YORK AND
NEW ENGLAND ASSOCIATES;
VERIZON MANAGEMENT
PENSION PLAN**

/s/ Martha Hopkins

Martha Hopkins