

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHER DISTRICT OF TEXAS  
DALLAS DIVISION

PHILIP A. MURPHY, Jr.  
SANDRA R. NOE, and  
CLAIRE M. PALMER,  
Individually, and as Representatives of plan  
participants and plan beneficiaries of  
VERIZON’s PENSION PLANS  
involuntarily re-classified and treated as  
transferred into IDEARC’s PENSION PLANS,

Plaintiffs,

vs.

CIVIL ACTION NO. **3:09-cv-2262-G**

VERIZON COMMUNICATIONS, INC.,  
VERIZON EMPLOYEE BENEFITS COMMITTEE,  
VERIZON PENSION PLAN FOR NEW YORK  
AND NEW ENGLAND ASSOCIATES,  
VERIZON MANAGEMENT PENSION PLAN,  
IDEARC, INC., n/k/a SUPERMEDIA, INC,  
IDEARC EMPLOYEE BENEFITS COMMITTEE,  
IDEARC PENSION PLAN FOR  
MANAGEMENT EMPLOYEES, and  
IDEARC PENSION PLAN FOR  
COLLECTIVELY BARGAINED EMPLOYEES,

Defendants.

**AMENDED COMPLAINT**  
**for PROPOSED CLASS ACTION RELIEF UNDER ERISA**

Plaintiffs PHILIP A. MURPHY, JR., SANDRA R. NOE, and CLAIRE M. PALMER, by  
and through their counsel, pursuant to Fed.R.Civ.Proc. Rule 15(a)(1)(A), file this Amended

Complaint: **PRELIMINARY STATEMENT**

1. Section 104(b)(4) of the Employee Retirement Income Security Act (“ERISA”) provides that the plan administrator must, “upon written request of any participant or beneficiary, furnish a copy of . . . instruments under which the plan is established or operated.”

29 U.S.C. § 1024(b)(4). Further, ERISA Section 502(c)(1)(B), 29 U.S.C. § 1132(c)(B), as supplemented by current Federal Regulations, provides that if the administrator fails to comply with such a request within 30 days, the court is authorized to award damages to such participant or beneficiary in the amount of up to \$110 a day from the date of such failure or refusal, or order other such relief as the court deems proper. Plaintiffs for themselves and the proposed class they seek to represent have attempted to gather pension plan information related to their involuntary reclassification and treatment as being transferred from the pension rolls of Verizon Communications, Inc. into the pension rolls of Idearc Media LLC, a subsidiary of Idearc, Inc. (hereinafter the entities are collectively referred to as “Idearc.”). For many months, Defendant plan fiduciaries and administrators have failed or refused to comply with Plaintiffs’ written demands for various documents under which the pension plans are established, operated or administered.

2. Plaintiffs pursued a class-wide internal administrative claim challenging their unwilling transfer from the more financially secure Verizon pension plans into pension plans sponsored by Idearc, Inc., a company that changed its name to SuperMedia, Inc. effective January 4, 2010 after emerging from bankruptcy proceedings. The requested information not revealed by Defendants undermined and thwarted the internal claims process. Moreover, Idearc chose not to respond to the merits of Plaintiffs’ administrative claim. Instead, more than six months after receiving Plaintiffs’ class-wide claim, Idearc reported back to Plaintiffs that “ERISA does not recognize such a claim.” Also, because Verizon pension plan administrators did not follow, Federal Regulations and pension plan deadlines, Plaintiffs’ class-wide internal administrative claim is deemed exhausted. Verizon pension plan administrators chose not to render a final determination on Plaintiffs’ internal claims.

**JURISDICTION AND VENUE**

3. The Court has jurisdiction of the claims for relief based upon the civil enforcement provisions of ERISA, 29 U.S.C. §§ 1132(a)(1), 1132(a)(2), 1132(a)(3), 1132(e)(1) and 1132(f), and upon 28 U.S.C. §§ 1331.

4. Relief is also sought under 28 U.S.C. §§ 2201 and 2202, granting any district court of the United States, in a case of actual controversy within its jurisdiction, the power to declare the rights and other legal relations of any interested party seeking such declaration and to grant further necessary or proper relief based upon a declaratory judgment or decree.

5. Venue of this action lies in the Northern District of Texas, pursuant to 28 U.S.C. § 1391(b) and 29 U.S.C. § 1132(e)(2), in that acts complained of herein occurred within this District and the subject pension benefit plans are administered in this District. The Dallas Division of this District is a convenient forum as demonstrated by Defendant Verizon Employee Benefits Committee's representations to this Court that "[r]esponsibility for day-to-day administration of the Plan (including recoupment of overpayments) has been delegated by the Verizon Employee Benefits Committee to the pension administration department within the Verizon human resources department in Coppell and Irving, Texas." *Verizon Employee Benefits Committee v. Jaeger*, (Not Reported in F.Supp.2d) 2006 WL 2880451 (N.D. TX September 28, 2006).

**THE PARTIES**

6. Named Plaintiff PHILIP A. MURPHY, Jr. ("MURPHY") is a United States citizen and resident of Mills, Massachusetts. In December 1996, he retired from a predecessor of Defendant Verizon Communications, Inc. Within a couple of months after his retirement

date, MURPHY began receiving a service pension in the form of a 100% joint and survivor monthly annuity.

**7.** In November 2006, MURPHY was a “participant,” as defined by ERISA § 3(7), 29 U.S.C. § 1002(7), of the VERIZON PENSION PLAN FOR NEW YORK AND NEW ENGLAND ASSOCIATES, and he was involuntarily reclassified as a participant of the IDEARC PENSION PLAN FOR COLLECTIVELY BARGAINED EMPLOYEES. However, MURPHY maintains status as a participant with a colorable claim to payment of pension plan benefits from the aforesaid Verizon pension plan.

**8.** Named Plaintiff SANDRA R. NOE (“NOE”) is a United States citizen and resident of Ipswich, Massachusetts. On or about April 7, 1995, she retired from a predecessor of Defendant Verizon Communications, Inc. and began receiving a service pension in the form of a single life monthly annuity.

**9.** In November 2006, NOE was a “participant,” as defined by ERISA § 3(7), 29 U.S.C. § 1002(7), of the VERIZON PENSION PLAN FOR NEW YORK AND NEW ENGLAND ASSOCIATES, and she was involuntarily reclassified as a participant of the IDEARC PENSION PLAN FOR COLLECTIVELY BARGAINED EMPLOYEES. However, NOE maintains status as a participant with a colorable claim to payment of pension plan benefits from the aforesaid Verizon pension plan.

**10.** Named Plaintiff CLAIRE M. PALMER (“PALMER”) is a United States citizen and resident of West Newton, Massachusetts. On or about April 1, 1995, she retired from a predecessor of Defendant Verizon Communications, Inc. and began receiving a service pension in the form of a single life monthly annuity.

**11.** In November 2006, PALMER was a “participant,” as defined by ERISA § 3(7), 29 U.S.C. § 1002(7), of the VERIZON MANAGEMENT PENSION PLAN and she was involuntarily reclassified as a participant of the IDEARC PENSION PLAN FOR MANAGEMENT EMPLOYEES. However, PALMER maintains status as a participant with a colorable claim to payment of pension plan benefits from the aforesaid Verizon pension plan.

**12.** Defendant VERIZON COMMUNICATIONS, Inc. (“Verizon”) is a Delaware corporation with operations within this District. Verizon is the plan sponsor of its pension plans. Within the Dallas Division of this District, Verizon maintains an H.R. Department charged with administering all of Verizon’s welfare plans and pension plans.

**13.** Defendant VERIZON EMPLOYEE BENEFITS COMMITTEE (hereinafter “Verizon EBC”) is, pursuant to ERISA §§ 3(21) and 3(16), 29 U.S.C. §§ 1002(21) and 1002(16), the named “fiduciary” and “administrator” of Verizon’s several pension plans, including the pension plans named as necessary parties herein. Verizon EBC is also the named fiduciary and administrator of numerous Verizon welfare benefit plans, and as such owes fiduciary duties to retiree who are either participants in those welfare plans or have colorable claims to payment of Verizon’s welfare benefits. Verizon EBC has delegated day-to-day administration of Verizon’s employee benefit plans to Verizon’s human resources department including personnel in the offices located within this District at 600 Hidden Ridge, Irving, Texas. Defendant is a body appointed by Verizon, and, as a body, performs certain designated fiduciary and administrative functions under Verizon’s employee benefit plans. For example, as administrator and fiduciary of Verizon’s pension plans, Verizon EBC has the discretionary authority to exercise control over disbursements of assets in the pension plans.

**14.** At all times mentioned herein, various unnamed Verizon employees and in-house counsel were Verizon EBC's agents, and said defendant has ratified and approved the acts of its agents.

**15.** Defendant VERIZON MANAGEMENT PENSION PLAN is an "employee pension benefit plan" pursuant to ERISA § 3(2)(A), 29 U.S.C. § 1002(2)(A). The plan is a defined pension benefit plan. The plan is named as a party defendant pursuant to Rule 19(a), Fed.R.Civ.P.

**16.** Defendant VERIZON PENSION PLAN FOR NEW YORK AND NEW ENGLAND ASSOCIATES is an "employee pension benefit plan" pursuant to ERISA § 3(2)(A), 29 U.S.C. § 1002(2)(A). The plan is a defined pension benefit plan. The plan is named as a party defendant pursuant to Rule 19(a), Fed.R.Civ.P.

**17.** Defendant IDEARC, Inc. ("Idearc") must recently or now known as SUPERMEDIA, INC., is a Delaware corporation with principal executive offices within this District. Idearc is the plan sponsor of its pension plans. Within the Dallas Division of this District, Idearc maintains an H.R. Department charged with administering all of Idearc's welfare plans and pension plans. Idearc began operations as an independent public company on November 17, 2006 when it was spun-off from Verizon.

**18.** As of the spin-off date, Idearc, Inc. was neither an "interchange company" "participating company" nor "affiliate" of Verizon. As of November 16, 2006, Idearc, Inc. was a stand alone corporation with its own corporate stock, operating completely separate from Verizon.

**19.** In connection with the spin-off transaction, Idearc assumed approximately \$9.11

billion of debt. In March 2009, Idearc commenced Chapter 11 bankruptcy proceedings within the Dallas Division of this District. As of January 4, 2010, after emerging from Chapter 11 bankruptcy proceedings, Idearc's debt was reduced to \$2.75 billion. On January 4, 2010, Idearc announced it had changed its name to SUPERMEDIA, INC. Idearc is named as a party defendant pursuant to Rule 19(a), Fed.R.Civ.P., particularly with respect to Plaintiffs' request for class-wide relief to reverse the involuntary transfer of retirees from Verizon's pension plans into Idearc's pension plans.

**20.** Defendant IDEARC EMPLOYEE BENEFITS COMMITTEE (hereinafter "Idearc EBC") is, pursuant to ERISA §§ 3(21) and 3(16), 29 U.S.C. §§ 1002(21) and 1002(16), the named "fiduciary" and "administrator" of Idearc's several pension plans. Defendant is comprised of Idearc officers and administers the pension plans within this District at 2200 West Airfield Drive, D/FW Airport, Texas. Defendant is a body appointed by Idearc and, as a body, performs certain designated fiduciary and administrative functions under Idearc's pension plans.

**21.** At all times mentioned herein, various unnamed Idearc employees and in-house counsel were Idearc EBC's agents, and said defendant has ratified and approved the acts of its agents.

**22.** Defendant IDEARC PENSION PLAN FOR MANAGEMENT EMPLOYEES is an "employee pension benefit plan," pursuant to ERISA § 3(2)(A), 29 U.S.C. § 1002(2)(A). The plan is a defined pension benefit plan. The plan is named as a party defendant pursuant to Rule 19(a), Fed.R.Civ.P.

**23.** Defendant IDEARC PENSION PLAN FOR COLLECTIVELY BARGAINED EMPLOYEES is an "employee pension benefit plan" pursuant to ERISA § 3(2)(A), 29 U.S.C. §

1002(2)(A). The plan is a defined pension benefit plan. The plan is named as a party defendant pursuant to Rule 19(a), Fed.R.Civ.P.

## **FACTS**

### **Verizon Spins-Off Idearc As a Stand Alone Entity**

**24.** Idearc, Inc. reports in a Form 10-K filed with the United States Securities and Exchange Commission that the company “was formed as a Delaware corporation in June 2006 in anticipation of the spin-off from Verizon.”<sup>1</sup>

**25.** In early October, 2006, Verizon announced that its Board of Directors had approved the proposed spin-off of its Information Services division (i.e., domestic print and internet yellow pages directories publishing operations) to its stockholders as a separate, publicly traded company named Idearc, Inc.

**26.** When the October 2006 announcement was made, Plaintiffs were each previously retired from a Verizon sponsored pension plan and each was receiving pension benefits, welfare benefits and other incidental retiree benefits provided by Verizon.

**27.** Verizon’s proposed spin-off was completed on or about Nov. 17, 2006.

**28.** Accordingly, Verizon pension plan fiduciaries had at least several months to contemplate the mechanics, requirements and consequences of reclassifying and involuntarily transferring retirees to Idearc. Verizon pension plan fiduciaries did not seek the opinion of an independent pension plan fiduciary to guide them in the decision whether or not to transfer retired plan participants into the spin-off entity, Idearc.

---

<sup>1</sup> Idearc, Inc. Form 10-K for year 2007 at p. 1.



**Employee Matters Agreement Is Not a Pension Plan Document**

**29.** In preparation for the planned spin-off, Verizon and Idearc entered into an Employee Matters Agreement (“EMA”), executed on November 17, 2006 by a Verizon officer and an Idearc officer.

**30.** The EMA is neither a governing pension plan document nor an amendment to Verizon’s pension plans. There are no terms within Verizon’s pension plans expressly making the EMA part of the pension plans and there is no incorporation of any EMA. The November 17, 2006 EMA was neither executed by the Verizon Board of Directors nor signed by the “most senior Human Resources officer of Verizon,” the person to whom the Verizon Board has delegated authority to amend Verizon’s pension plans. Likewise, there is no evidence that Verizon’s Board, either by duly adopted written resolutions or by unanimous written consent, delegated the power to amend Verizon’s pension plans to EVP John W. Dierckson, the only Verizon officer who executed the EMA. Therefore, the EMA fails to follow the amendment procedure specified in Verizon’s pension plans. (See, e.g., Section 11.2 appearing on page 103 of the Verizon Management Pension Plan).

**31.** In addition, neither Defendant Verizon EBC and Defendant Idearc EBC treated the EMA as a document under which the pension plans were established or operated, a document required to be disclosed under ERISA Section 104(b)(4), 29 U.S.C. § 1024(b)(4). In a March 6, 2009 letter sent in response to Plaintiffs’ document demands Verizon’s Assistant General Counsel Marc Schoenecker, counsel for Defendant Verizon EBC, professed, in part, that “ERISA Section 104(b) does not require us to produce the EMA.”

**32.** When the spin-off transaction occurred as of November 17, 2006, there were no

Verizon pension plan provisions or amendments which segregated certain pension assets or identified certain pension liabilities as being earmarked or associated with either a single Plaintiff or group of pension plan participants.

**Transferred Assets, If Any During 2006, Were Surplus Assets, Not Liabilities**

**33.** Upon information and belief, Verizon Defendants will contend that during November 2006, Verizon transferred hundreds of millions of dollars in pension assets to Idearc's pension plans or trust.

**34.** However, Form 5500 reports that Verizon pension plan administrators submitted under penalty of perjury to at least two federal agencies do not report any funds were transferred during year 2006 into Idearc's pension plans.<sup>2</sup> The respective Schedule H forms to the 2006 Form 5500s for the Verizon pension plans do not reflect any transfers of assets or liabilities into Idearc's pension plans at any time during year 2006.

**35.** Idearc reported in three successive annual 10-K reports filed with the United States Securities and Exchange Commission that "an initial pension asset transfer equal to 90% of the estimated asset transfer was completed after the spin-off and prior to December 31, 2006." However, Idearc does not disclose the date of that asset transfer.

**36.** Therefore, Plaintiffs reasonably believe and allege that during November 2006 no Verizon pension funds were actually transferred from Verizon Defendants' possession and control into Idearc's pension plans or master trust.

---

<sup>2</sup> In mid-October 2007, Verizon's designated pension plan administrator submitted Form 5500 reports declaring the reports were "submitted under penalties of perjury and other penalties set forth in the instructions. . ." The Schedule H forms to the Form 5500 reports no transfer of either assets or liabilities at any time during year 2006 into any Idearc sponsored pension plan.

37. If, during November 2006, Verizon did transfer hundreds of millions of dollars in pension assets to Idearc, there were no contemporaneous pension plan terms that identified and traced the transferred assets to liabilities for payment of pension benefits to specific plan participants, such as Plaintiffs and putative class members.

38. Since Verizon's pension plans and master trust were over funded at all times during November and December 2006, the transferred assets, if any, are deemed excess or surplus assets not associated with any liabilities.

**Retirees Were Involuntarily Transferred Contrary to Existing Plan Rules**

39. In November 2006, Plaintiffs and all other similarly situated retirees were vested in their respective Verizon sponsored pension plans. No one obtained their consent to be either reclassified or transferred out of the better funded and well maintained Verizon pension plans into Idearc's sponsored pension plans.

40. As part of the spin-off transaction, Verizon selected Plaintiffs and over 2,000 other retired plan participants in Verizon's pension plans for reclassification and to be treated as transferred into Idearc's pension plans.

41. In November 2006, Verizon involuntarily reclassified Plaintiffs and the other retirees and treated them as being transferred into Idearc's pension plans. But, there were no existing plan terms giving the plan sponsor or any other entity the authority to make that change in status for the retirees. Verizon's actions were contrary to the terms of the governing pension plans.

42. As of November 17, 2006, the applicable Verizon pension plans each contained a specific provision allowing for mergers and consolidations of the pension plans and for transfer

of assets and liabilities into another plan. (See Section 11.3 of the Verizon Management Pension Plan and Section 20.6 of the Verizon Pension Plan for New York and New England Associates.). However, as of November 17, 2006, there were no existing terms that either specifically allowed either a spin-off or involuntary transfer of retired pension plan participants into Idearc's newly formed pension plans. In addition, as of November 17, 2006 and before December 22, 2006, there were no existing terms that identified, allowed or directed specific assets or liabilities to be removed from Verizon's pension plans and master trust and transferred into Idearc's pension plans and master trust.

**Verizon Impermissibly Retroactively Applied Plan Amendments  
Executed on December 22, 2006**

43. On December 22, 2006, Verizon executed and adopted pension plan amendments containing new plan terms purportedly permitting the transfer of assets, liabilities and retirees into Idearc's pension plans and master trust. (See Schedule XLV of the Verizon Management Pension Plan and Section 5.11, as amended, of the Verizon Pension Plan of New York and New England Associates). Verizon attempted to make the *post hoc* terms retroactive to November 17, 2006. The retroactive effect of the December 22, 2006 plan amendments violated preexisting terms of Verizon's pension plans and deprived Plaintiffs and other retirees of rights existing under Verizon's pension plans prior to the amendments.

44. At least during the period November 17, 2006 through December 22, 2006, Plaintiffs and putative class members remained entitled to receive their vested service pension benefits payable out of Verizon's pension plans. However, during that time period, no Verizon pension plan benefits were paid to either Plaintiffs or any of the other retirees selected for reclassification and involuntary transfer into Idearc's pension plans.

**45.** By letter dated January 25, 2007, Verizon notified Plaintiff PALMER and other management retirees that as a result of the spin-off, Idearc assumed both the responsibility and obligations for the benefit plans of its employees “as well as retirees and other former employees whose final Verizon service was with Verizon Information Services (VIS) or an associated company.” However, there was no disclosure to either Plaintiff PALMER or other management retirees that Verizon had not amended its management pension plans until December 22, 2006. The December 22, 2006 dated plan amendment document was concealed from the management retirees.

**46.** By letter dated February 15, 2007, Verizon notified Plaintiff NOE and other non-management retirees that as a result of the spin-off, Idearc assumed both the responsibility and obligations for the benefit plans of its employees “as well as retirees and other former employees whose final Verizon service was with Verizon Information Services (VIS) or an associated company.” However, there was no disclosure to either Plaintiff NOE or other non-management retirees that Verizon had not amended its union pension plan until December 22, 2006. The December 22, 2006 dated plan amendment document was concealed from the non-management retirees.

**47.** Plaintiffs contend that Verizon pension plan fiduciaries beached ERISA duties owed to Plaintiffs and all other putative class members. Defendant Verizon EBC and plan administrators either knew or should have known that Idearc was overburdened with debt and that the involuntary transfer of retirees into Idearc’s control would not be in the retirees’ best interest.

**48.** Indeed, the involuntary reclassification and transfer of Plaintiffs and other retirees

into Idearc's pension plans proved not to be in their best interests.

49. Less than two years after the spin-off transaction occurred, Idearc began to endure financial troubles and the company began cutting back retiree benefits provided to Plaintiffs and other retirees who had been transferred from Verizon. Plaintiffs and all other putative class members have suffered a significant loss of retiree welfare and incidental benefits not suffered by Verizon's other retirees who were not reclassified and involuntarily transferred to Idearc.

50. After losing long standing retiree welfare benefits, Plaintiffs reasonably developed concerns about the financial well-being of Idearc's pension plans.

**Defendants Breached Fiduciary Duties By Denying Plaintiffs' Requests  
For Plan Documents and Other Pension Plan Information**

51. By letter dated August 13, 2008, Plaintiffs NOE and PALMER requested Defendant Idearc EBC to produce, *inter alia*, Form 5500s and "[a]ll other documents created *since January 2006* under which the pension plans and the master trust are established and operated within the meaning of ERISA Section 104(b)(4)." However, Defendant Idearc EBC failed to timely produce some responsive documents and some responsive documents have not yet been produced.

52. On February 4, 2009, all Plaintiffs submitted a written class-wide administrative claim to both Defendant Verizon EBC and Defendant Idearc EBC seeking, *inter alia*, to reverse the reclassification and subsequent transfer of retirees from Verizon's pension plans into idearc's pension plans.

53. In their February 4, 2009 dated letter, Plaintiffs made numerous ERISA Section 104(b)(4) document requests to both Defendant Verizon EBC and Defendant Idearc EBC.

54. In their letter dated February 4, 2009, Plaintiffs requested both Defendant Verizon

EBC and Defendant Idearc EBC to disclose information so that Plaintiffs could determine exactly when and whether or not Verizon transferred sufficient funds to support Idearc's pension obligations to the transferred retirees. In their February 4, 2009 letter Plaintiffs requested said defendants to produce "all documents related to the establishment and operation of the Idearc pension plans, including: 1) summaries and estimates of costs of providing benefits for transferred retirees; 2) summaries and estimates of savings to Verizon by transferring retirees; 3) summaries and estimates of administrative costs associated with administering pension benefits for all transferred retirees; and 4) actuarial studies, funding projections, estimates and final reports concerning pension assets expected to be transferred and confirming the transfer of assets to Idearc for payment of pension liabilities."

**55.** In their letter dated February 4, 2009, Plaintiffs requested both Defendant Verizon EBC and Defendant Idearc EBC to disclose the identities of the plan administrators who met and made the decisions to transfer Plaintiffs and other retirees over to Idearc, and they requested said defendants to produce the following documents concerning those meetings and decisions: "5) notices, agenda, documents presented or distributed at or in preparation for such meetings, and minutes of such meetings, including any summaries or notes of such meetings; 6) all employee matters agreements; 7) reports discussing, explaining and describing any curtailment gain or settlement gain on Verizon's financial statements as a result of the transfer of retirees; 8) legal opinions with respect to Verizon plan administrators' decisions to transfer retirees, including all related communications from legal counsel advising plan fiduciaries and plan administrators; and 9) reports, opinions by independent fiduciaries and consultants with respect to Verizon plan administrators' decision to transfer retirees."

**56.** In their letter dated February 4, 2009, Plaintiffs requested both Defendant Verizon EBC and Defendant Idearc EBC to disclose whether the Idearc pension plans have been qualified under the Internal Revenue Code and applicable Treasury Department regulations and they requested said defendants to produce: **“10)** documents reflecting application made to the IRS for approval of the transfer of retirees and pension assets and qualification of the pension plans, as well as letters and responses by the IRS.”

**57.** In their letter dated February 4, 2009, Plaintiffs requested both Defendant Verizon EBC and Defendant Idearc EBC to disclose additional information with respect to the administration of the Idearc pension plans, and they requested said defendants to produce: **“11)** all amendments and appendices created and adopted *since September 2008* to the controlling/ governing plan documents for the pension plans and the master trust, together with all summary of material modifications from *September 2008* to the present; **12)** all resolutions and actions *since September 2008* by the Idearc Board of Directors, the Idearc Plan Design Committee, the Idearc Employee Benefits Committee and Idearc Pension Plan administrators concerning the pension plans and the trusts; and **13)** all other documents created *since September 2008* under which the pension plans and the master trust are established and operated within the meaning of ERISA Section 104(b)(4), including asset allocation policy/guidelines and investment policy/guidelines and proxy voting guidelines.”

**58.** Neither Defendant Verizon EBC nor Defendant Idearc EBC fully complied with all of Plaintiffs’ aforesaid ERISA Section 104(b)(4) document requests and, to date, much of the requested information has not been disclosed to Plaintiffs. The failure or refusal to disclose the requested information and documents was a breach of ERISA fiduciary duty owed to Plaintiffs.



**Available Administrative Procedures Deemed Exhausted**

**59.** In their February 4, 2009 letter seeking documents, Plaintiffs' submitted a proposed class-wide administrative claim to both Defendant Verizon EBC and Defendant Idearc EBC. Plaintiffs' internal claim was submitted in accordance with available claims procedures for filing benefit claims under both the Verizon pension plans and the Idearc pension plans.

**60.** Defendant Verizon EBC refused to treat Plaintiffs' internal administrative claim as a class-wide claim. By letter dated February 6, 2009, Verizon's Assistant General Counsel Marc Schoenecker, counsel for Defendant Verizon EBC, professed that "[t]he Verizon plan administrator does not recognize class-wide ERISA administrative claims."

**61.** Pursuant to the terms of the applicable pension plans, the plan administrators were required to render a decision within 90 days of receipt of Plaintiff's February 4, 2009 administrative claim unless an extension of time was requested due to "special circumstances requiring the extension." (See, e.g., Section 9.13(a) appearing on page 99 of the Verizon Management Pension Plan). However, no timely response was provided.

**62.** On March 31, 2009, Idearc and its domestic subsidiaries filed within the Dallas Division of this District voluntary petitions for reorganization under Chapter 11 of the U.S. Bankruptcy Code. However, the bankruptcy filing did not stay any ERISA internal claims made against either Defendant Idearc EBC or any of Idearc's pension plans administrators.

**63.** Idearc pension plan administrators never rendered a decision addressing the merits of Plaintiffs' internal claims.

**64.** By letter dated April 21, 2009, Verizon's in-house counsel, Attorney Marc Schoenecker sent Plaintiffs' counsel a letter asking whether Plaintiffs sought to challenge

Verizon's determination that before taking retirement each person had last worked in a "Spinco" entity (i.e., the yellow and white pages divisions that were spun-off into Idearc) and whether Plaintiffs had any supplemental evidence to submit. In that letter, Mr. Schoenecker stated:

The relevant plan administrators have considered your February 4, 2009 letter as a claim for non-disability pension benefits on behalf of each of the claimants who has designated you as a claim representative. In accordance with 29 CFR § 2560.503(f)(1), the administrators have determined that additional time is required to review those claims and have extended the initial 90-day claim determination period by an additional 90 days.

However, the federal regulation, as cited, requires there to be special circumstances for the extension of time and no special circumstances were stated or explained.<sup>3</sup>

**65.** Verizon plan administrators did not timely render a decision on or before May 5, 2009, within 90 days of receipt the February 4, 2009 claim letter, and there were no special circumstances requiring any extension of time. The failure to render a timely initial determination demonstrated said defendant's unconcern with providing any meaningful consideration of Plaintiffs' claims.

**66.** By letter dated May 27, 2009 sent to Mr. Schoenecker and Verizon's pension plan administrators, Plaintiffs pointed out that Verizon announced on May 13, 2009 that certain wireline operations will be spun-off into a new entity and then immediately merged into Frontier

---

<sup>3</sup> The Federal Regulation states in pertinent part: "If the plan administrator determines that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the plan expects to render the benefit determination." (emphasis added). 29 C.F.R. § 2560.503-1(f)(1). No special circumstances were stated and explained to Plaintiffs or their counsel either prior to May 5, 2009 or at any time later.

Communications, Corp. Plaintiffs pointed out that, unlike the spin-off transaction involving Idearc, there would be no transfer of retirees into Frontier Communications, Corp. Plaintiffs reiterated their contention that Verizon engaged in discriminatory treatment, stating:

Claimants contend that since no active retirees were transferred to either FairPoint and none are to be transferred to Frontier, the inference is that when carrying out the involuntary transfer of active retirees to Idearc, Verizon pension plan administrators/fiduciaries were motivated by company interests, or self-dealing consideration. Obviously, the outcome of the transfer soon proved to be imprudent and manifestly adverse to Claimants' financial interests. Not long after being transferred into Idearc pension plans, Claimants and all other transferred retirees suffered loss of retirement benefits not witnessed by those who stayed behind in the more secure Verizon pension plans. Recently, Idearc filed for bankruptcy protection and relief.

Claimants were vested in their pensions at Verizon and no one obtained their consent to be transferred out of the better funded and well maintained Verizon pension plans into the care of a novice, now financially collapsed.

To date, Claimants have not been informed whether the spin-off transaction and their involuntary transfer to Idearc pension plans was approved by the Treasury Department and whether the Idearc pension plans have been qualified under the Internal Revenue Code and applicable Treasury Department regulations. Therefore, Claimants reiterate their tenth numbered request made in their February 4, 2009 dated letter, to-wit: "**10**) documents reflecting application made to the IRS for approval of the transfer of retirees and pension assets and qualification of the pension plans, as well as letters and responses by the IRS."

Claimants reiterate their demand that their status as transferred retirees into Idearc pension plans be rescinded and that Respondents agree that Claimants and all other transferred retirees be restored to their former status as participants in Verizon's pension plans. It is *not* in Claimants' best interests to continue in the retirement rolls of Idearc, a sentiment shared by all other transferred retirees. No one can dispute that Idearc does not have the financial wherewithal to maintain the same level of retiree pension and welfare benefits comparable to what Verizon maintains for its retirees.

**67.** By letter dated July 31, 2009, the Verizon Claims Review Unit, the designated as the initial claim administrator for Verizon's pension plans, issued an initial denial letter fully denying Plaintiffs' individual and proposed class-wide administrative claim.

**68.** By letter dated September 15, 2009, Plaintiffs' appealed the denial of their proposed class-wide administrative claim. The internal appeals letter was timely received by the Verizon Claims Review Committee (VCRC), the entity Defendant Verizon EBC assigned responsibility for deciding appeals under Verizon's pension plans and timely received by Idearc's pension plan administrators.

**69.** By letter dated October 29, 2009, Attorney Joe Garza, Idearc's VP & Associate General Counsel, acknowledged timely receipt of Plaintiffs' September 15, 2009 appeal letter and succinctly stated: "In that letter you ask to appeal a Class Wide Administrative claim to reverse the transfer Idearc retirees from the Verizon pension plans to the Idearc Pension plans. As you know, ERISA does not recognize such a claim." (emphasis added). Accordingly, there was no internal appeals determination ever made by Idearc's pension plan administrators.

**70.** Verizon's VCRC was required, pursuant to the rules in the Verizon pension plans, to process Plaintiffs' appeal within 60 days after it was received. The Verizon Management Pension Plan states the VCRC's decision "shall be issued within a period of time not exceeding 60 days after receipt of the request for review; except that such period of time may be extended, if special circumstances (including, but not limited to, the need to hold a hearing) should require, for an additional 60 days commencing at the end of the initial 60-day period. Written notice of such an extension shall be provided to the claimant before the expiration of the initial 60-day period and shall indicate the special circumstances requiring the extension and the date by which the decision on review is expected to be rendered." (emphasis added.) (See Section 9.13(b) appearing on page 100 of the Verizon Management Pension Plan, restated as of January 1, 2002).

**71.** On November 13, 2009, the VCRC sent Plaintiffs' counsel an unsigned letter unilaterally declaring there would be an extension of time and that VCRC members would meet on December 17, 2009 and shortly thereafter report to Plaintiffs and their counsel a final appeals determination. However, in the unsigned letter, the VCRC indicated no "special circumstances."

**72.** At no time prior to November 14, 2009 or 60 days after receiving Plaintiffs' September 15, 2009 appeal letter did Defendant Verizon EBC or any of its agents, including VCRC, request an extension of time due to special circumstances or the need to hold a hearing.

**73.** Defendant Verizon EBC and its VCRC did not timely render a decision by November 14, 2009, within 60 days after receipt of the Plaintiffs' September 15, 2009 letter requesting administrative review, and there were no special circumstances to justify an extension of time in order to make a final decision with respect to MURPHY's, NOE's and PALMER's administrative claims.

**74.** Defendant Verizon EBC and its VCRC failed to provide Plaintiffs with a full and fair review because it did not comply with the claim procedures and deadlines required by the Federal Code of Regulations, 29 C.F.R. § 2560-503-1.

**75.** In addition, by not producing documents and information Plaintiffs reasonably deemed relevant to their class-wide administrative claim, both Defendant Verizon EBC and Defendant Idearc EBC appreciably compromised the plans' administrative processes and effectively made Plaintiffs' internal appeals procedure futile.

**76.** 29 C.F.R. § 2560.503-1 dictates a claim be deemed exhausted if a plan does not comply with the Federal Regulations concerning administrative remedies. (as amended

November 21, 2000).<sup>4</sup> Paragraph (l) of the current regulations sets forth the following consequences of a failure to establish and follow reasonable claims procedures:

In the case of the failure of a plan to establish or follow claims procedures consistent with the requirements of this section, a claimant shall be deemed to have exhausted the administrative remedies available under the plan and shall be entitled to pursue any available remedies under section 502(a) of the Act on the basis that the plan has failed to provide a reasonable claims procedure that would yield a decision on the merits of the claim.

29 C.F.R. § 2560.503-1 (l). The claims procedure regulation thus provides that when a plan has failed to "follow claims procedures consistent with the requirements of [the regulations]," a claimant may proceed directly to federal court without waiting for a denial of his claim.

**77.** Because Defendant Idearc EBC completely refused to make a determination on Plaintiffs' internal administrative claim and Defendant Verizon EBC, acting through the VCRC, did not comply with Federal Regulations and did not comply with pension plan rules for rendering a final internal appeals decision within 60 days, Plaintiffs' administrative remedies were deemed exhausted as of the time they filed their initial Complaint in this case on November 25, 2009.

**78.** Neither Verizon's pension plans nor Idearc's pension plans provide

---

<sup>4</sup> In the preamble to the Secretary's regulations, the Secretary noted that "[a] plan's failure to provide procedures consistent with [the regulations'] standards would effectively deny a claimant access to the administrative review process mandated by [ERISA]" and stated that, "[a]t a minimum, claimants denied access to the statutory administrative review process should be entitled to take that claim to court ... for a full and fair hearing on the merits of the claim." 65 Fed. Reg. 70246, 70256 (Nov. 21, 2000). The regulation applies to "claims filed under a plan on or after January 1, 2002." 29 C.F.R. § 2560.503-1(o). Under the former version of section 2560.503-1, which applies to all cases concerning benefits claims filed before January 1, 2002, if a plan administrator or fiduciary fails to comply with the regulatory deadlines for deciding a claim, the claim is "deemed denied" on review. See 29 C.F.R. § 2560.503-1(h)(4) (1999). The current "deemed exhaustion" provision is tantamount to a "deemed denial" under the pre-2002 regulations.

administrative procedures or effective remedies which would afford Plaintiffs and the proposed class members the plan-wide relief requested herein and both sets of pension plan administrators acted in a hostile manner to the notion of accepting Plaintiffs' internal claims as a class-wide claim for the benefit of other retirees. Said defendants treated Plaintiffs' class-wide claim and requests as falling outside of the pension plans' established claims and complaint procedures.

**79.** There is no effective internal administrative claims process within either Verizon's pension plans or Idearc's pension plans to challenge and reverse the involuntary reclassification and transfer of Plaintiffs and other retirees from Verizon's pension plans into Idearc's pension plans. Any such internal claims action to pursue class-wide relief is futile, a meaningless exercise.

**80.** It was folly for Plaintiffs to try in good faith to pursue their class-wide administrative claims before Defendant Idearc EBC since said defendant took the position that "ERISA does not recognize such a claim." Likewise, it would be folly for any other involuntarily transferred plan participants to pursue a non-existent internal claims process under either Verizon's or Idearc's pension plans to redress any violations of ERISA's fiduciary duty provisions.

**81.** It would be folly to require any of the putative class members to pursue the same requested administrative relief, as Plaintiffs gave notice that their claim should be treated as a demand on behalf of all other similarly situated retirees and their beneficiaries.

**82.** Neither Verizon's pension plans nor Idearc's pension plans have a written procedure to address either an individual or class-wide claim for violation of ERISA's fiduciary duty provisions.

**83.** Since the administrative claims process was deemed exhausted as of November 14, 2009, Plaintiffs were permitted to go forward with their ERISA Section 502(a)(1)(B) claims, and this civil action under ERISA was timely filed on November 25, 2009.

**84.** After Plaintiffs contended the administrative claims process was deemed exhausted, both Verizon pension plan administrators and Idearc pension plan administrators elected not to issue a final internal appeals decision on Plaintiffs' claims. Despite having more than 3 months since September 15, 2009 within which to issue a final appeals determination of Plaintiffs' claims, as of the date of the filing of this Amended Complaint, no decision has been made by either Verizon pension plan administrators or Idearc pension plan administrators.

**FIRST CLAIM FOR RELIEF**  
**(Against Both Defendant Verizon EBC and Defendant Idearc EBC**  
**For Breach of Fiduciary Duty for Refusal to Disclose Pension Plan Related Information)**

**85.** Plaintiffs incorporate and reallege by reference the foregoing paragraphs 1 through 84, inclusive, as if they were fully set forth herein.

**86.** Despite Plaintiffs written request of February 4, 2009, both Defendant Verizon EBC and Defendant Idearc EBC refuse and continue to refuse to provide Plaintiffs pension plan related information. Plaintiffs did not timely receive documents and information responsive to the following numbered requests as set forth in their February 4, 2009 letter: Nos. 1-3 (Verizon's documents withheld); No. 4 (Final actuarial report not produced by either Verizon or Idearc); No. 5 (Both Verizon's and Idearc's documents withheld); Nos. 7, 8 and 9 (Verizon's documents withheld); No. 10 (Idearc's documents not withheld but missing); and Nos. 12 and 13 (Idearc's documents withheld).

**87.** One purpose of Plaintiff's correspondence to Defendants requesting documents



and pension plan related information was to discover precisely the information necessary to determine whether their claim for payment of pension benefits under Verizon's pension plans had merit.

**88.** Defendants' evasive and uncooperative stance thwarted Congress' intent behind ERISA that individuals such as Plaintiffs have access to information necessary to determine the credibility of their claims for pension benefits.

**89.** With respect to some of the requests made by Plaintiffs, said defendants sole stated reason for refusing to provide Plaintiffs the information and documents was that "Section 104(b) of ERISA does not require that they be provided."

**90.** ERISA Section 104(b)(4), 29 U.S.C. Section 1024(b)(4), does not limit or foreclose plan participants from obtaining from pension plan administrators documents and related information in addition to those matters specifically listed in the statutory provision. It was imprudent for said defendants to refuse to provide Plaintiffs the requested information and documents solely because it is not specifically required under that statutory provision.

**91.** In addition it was an unfair tactic and breach of fiduciary duty for defendant pension plan fiduciaries to fail or refuse to produce to Plaintiffs and include in the internal administrative record the scores of demand letters the plan administrators received from other retirees who, like Plaintiffs, sought payment of Verizon pension plan benefits and rescission of their involuntary transfer into Idearc's pension plans.

**92.** Plaintiffs stated in their September 15, 2009 internal appeals letter:

Named Claimants are certain that leaders at both Verizon and Idearc have received written demands from scores of other involuntarily transferred retirees stating they wish join in Named Claimants' internal claim and be included in this administrative claims procedure. Named Claimants demand that all those written

demand letters received by Respondents, together with all written response letters, be made part of Named Claimants' internal claim and the same documents be included in the administrative record for this internal claims appeal.

However, none of the requested documents were made part of the administrative appeal.

**93.** In their September 15, 2009 internal appeals letter, Plaintiffs requested production of the entire "administrative claims record and appeals record." However, despite Plaintiffs' request for production, the administrative claims record produced on October 14, 2009 to Plaintiffs' counsel was missing all other retirees' letters. And, the "appeals record" was never produced to either Plaintiffs or their counsel.

**94.** The legal basis for Plaintiff's requests include 29 U.S.C. §§ 1021, 1024 and 1133 and 29 CFR 2560.503-1. Also, as stated in *Wilbur v. Arco Chemical Co.*, 974 F.2d 631 (5th Cir. 1992) "[d]etermining whether the administrator has given a uniform construction to a plan may require a court to evaluate evidence of benefit determinations other than the one under scrutiny." Thus, the claim letters sent by other retirees, as well as the responses thereto, should have been included in the administrative record for Plaintiffs' claims, and those documents should have been produced to Plaintiffs as it is relevant for this Court's judicial review.

**95.** Plaintiffs can demonstrate exceptional circumstances which justify expansion of the pension plan administrators' respective duties to make required disclosures to Plaintiffs beyond the matters specifically listed in ERISA Section 104(b)(4).

**96.** For instance the December 22, 2006 amendments to Verizon's pension plans made retroactive to November 15, 2006 were concealed from Plaintiffs and other affected retirees. There was no voluntary disclosure or publication of the December 22, 2006 plan amendment even though they constitute material and significant changes to Verizon's pension

plans.

**97.** There was no disclosure of the December 22, 2006 plan amendments in any summary of material modifications (SMM), a document required to be distributed to all pension plan participants. This non-disclosure was a violation of ERISA Section 104 which also prejudiced Plaintiffs' and putative class members' ability to protect and enforce their rights to payment of Verizon pension plan benefits, thus, justifying Plaintiffs' more expansive disclosure requests made during their internal claims procedure.

**98.** Said defendants' failure or refusal to make requested disclosures to Plaintiffs and failure to produce requested documents prejudices Plaintiffs' effort to police their pension plans and to guard against breaches of fiduciary duty.

**99.** Said defendants' failure or refusal to make requested disclosure and produce requested documents interfered with Plaintiffs' efforts to pursue their class-wide administrative claim.

**100.** Defendant Verizon EBC's failure to produce requested documents and to make requested disclosures during Plaintiffs' internal administrative claims process was a violation of applicable pension plan rules. For instance, Section 9.13 appearing on page 99 of the Verizon Management Pension Plan, as amended and restated effective January 1, 2002, states that "[i]n connection with an appeal, the claimant (or his duly authorized representative) may review documents and other information relevant to the claim (copies of which shall be provided free of charge upon request) and may submit evidence and arguments in writing to the VCRC." By not producing documents and information Plaintiffs reasonably deemed relevant to their class-wide administrative claim, Defendant Verizon EBC effectively made Plaintiffs' internal appeals

procedure futile.<sup>5</sup>

**101.** By not producing requested documents and disclosing requested information, both Defendant Verizon EBC and Defendant Idearc EBC violated their respective fiduciary duties under ERISA Section 404(a)(1), 29 U.S.C. § 1104(a)(1), which statutory provision mandates fiduciaries act in the best interests of plan participants.

**102.** ERISA Section 502(a)(3), 29 U.S.C. § 1132(a)(3) authorizes a civil action “by a participant, beneficiary, or fiduciary (A) to enjoin any act or practice which violates any provision of this subchapter or the terms of the plan, or (B) to obtain other appropriate equitable relief (i) to redress such violations or (ii) to enforce any provisions of this subchapter or the terms of the plan.”

**103.** Pursuant to ERISA Section 502(a)(3), 29 U.S.C. Section 1132(a)(3), Plaintiffs ask this Court to grant appropriate equitable relief including injunctive relief ordering both Defendant Verizon EBC and Defendant Idearc EBC to disclose the information and produce the documents each has in its respective possession that is responsive to Plaintiffs’ request for information enumerated in paragraph 80 above as set forth in their February 4, 2009 demand letter, as well as the full administrative record which should be inclusive of all letter received by said defendants from other retirees and the responsive letters sent to those retirees.

**SECOND CLAIM FOR RELIEF**

**(Against Both Defendant Verizon EBC and Defendant Idearc EBC  
to Recover Penalty for Failure to Provide Requested Plan Documents)**

**104.** Plaintiffs incorporate and reallege by reference the foregoing paragraphs 1

---

<sup>5</sup> The applicable Federal Regulation requires plan administrators to provide a claimant “upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant’s claim for benefits.” 29 C.F.R. § 2560.503-1(h)(2)(iii).

through 103, inclusive, as if they were fully set forth herein.

**105.** ERISA Section 104(b)(4), 29 U.S.C. § 1024(b)(4), required both Defendant Verizon EBC and Defendant Idearc EBC, as pension plan administrators, to honor within 30 days a written request of any participant or beneficiary for a copy of any “instrument under which the [employee benefit plan and trust] is established or operated.” Said defendants did not fully comply with Plaintiffs’ ERISA document requests.

**106.** By way of example, Plaintiffs requested production of the pension plan’s investment policy guidelines because those documents constitute an “instrument” under which the pension plan is “established or operated,” within the meaning of ERISA Section 104(b)(4).

**107.** Despite Plaintiffs’ written requests, both Defendant Verizon EBC and Defendant Idearc EBC, in bad faith, refused and continue to refuse to provide Plaintiffs any of the pension plans’ respective investment policy guidelines.

**108.** Defendant Verizon EBC’s and Defendant Idearc EBC’s refusal to fully comply with ERISA Section 104(b)(4) document requests has prejudiced Plaintiffs’ effort to police their pension plans and to guard against breaches of fiduciary duty.

**109.** ERISA Section 502(c)(1)(B), 29 U.S.C. § 1132(c)(1)(B), in view of applicable current federal regulations, provides for penalties of up to \$110 a day against a plan administrator personally for the administrator’s “failure or refusal” to provide any of the plan documents the administrator is required by law to provide to participants and beneficiaries.

**110.** Pursuant to ERISA Section 502(c)(1)(B), 29 U.S.C. § 1132(c)(1)(B), this Court should assess penalties up to \$110 a day against both Defendant Verizon EBC and Defendant Idearc EBC for their respective failure or refusal to provide Plaintiffs requested documents and

instruments under which the pension plans are established or operated.

**111.** Each Defendant is liable to each Plaintiff for a civil penalty of up to \$110 per day commencing thirty days after February 4, 2009.

**112.** In addition, Defendant Idearc EBC is liable to Plaintiff s NOE and PALMER for a civil penalty of up to \$110 per day commencing thirty days after August 13, 2008.

**THIRD CLAIM FOR RELIEF**  
**(Against Defendant Verizon EBC For Breach of Fiduciary Duty  
Including Failure to Comply with Plan Document Rules)**

**113.** Plaintiffs incorporate and reallege by reference the foregoing paragraphs 1 through 112, inclusive, as if they were fully set forth herein.

**114.** ERISA Section 502(a)(3) authorizes plan participants to bring a civil action “(A) to enjoin any act or practice which violates any provision of this title or the terms of the plan, or (B) to obtain other appropriate equitable relief (i) to redress such violations or (ii) to enforce any provisions of this title or the terms of the plan.” 29 U.S.C. § 1132(a)(3); *Mertens v. Hewitt Assocs.*, 508 U.S. 248, 255-57 (1993).

**115.** When the spin-off was concluded - November 17, 2006 - and Defendants treated Plaintiffs’ and other retirees’ rights to receive payment of benefits out of Verizon’s pension plans as being terminated, none of the then existing terms and rules of the applicable Verizon pension plans authorized such activity.

**116.** Although, during November 2006, Verizon’s pension plans contained a specific provision contemplating there could be mergers, consolidations of the pension plans, and transfers of “assets” or “liabilities,” there were no plan terms or rules that either specifically allowed the curtailment of payment of accrued pension plan benefits and the simultaneous

involuntary transfer of Plaintiffs and other retired pension plan participants into Idearc's pension plans.

**117.** Plaintiffs are neither intangible monetary "assets" nor "liabilities." They are persons, plan participants with rights to vested accrued benefits. At least throughout November 2006, Verizon EBC and other pension plan fiduciaries and plan administrators continued to owe all Plaintiffs and other similarly situated retired plan participants and their beneficiaries the highest duty of care, including a duty not to treat retirees like they were movable chattels.

**118.** None of Verizon's pension plans contained a reservation of rights (ROR) allowing the plans sponsor to transfer retirees out of the pension plan. While the pension plans' respective ROR allows the plan sponsor to either terminate or amend the plan, it does not expressly allow the plan sponsor to involuntarily remove or transfer retired plan participants.

**119.** In addition, the ROR set forth in Verizon's pension plans expressly states that "[a] change or termination shall not affect the rights of any Employee <sup>6</sup>, without his or her consent, to any benefit or pension to which he may have previously become entitled hereunder." (See, e.g., Section 15.1(b) "General Benefit Protection" set forth on page 88 of the Verizon Pension Plan for New York and New England Associates.) This provision is a private anti-amendment provision providing plan participants additional protections beyond what ERISA statutorily provides. This provision was violated when Verizon involuntarily transferred retirees into Idearc's pension plans.

**120.** Verizon amended several of its pension plan documents *after the fact*, more than

---

<sup>6</sup> Section 2.28 set forth on page 10 of the Verizon union pension plan defines "Employee" as "any individual employed by the Company or an Affiliate."

a month after the spin-off creation of Idearc and the transfer of pension plan assets, if any, and the transfer of Plaintiffs and other selected retired plan participants. The pension plan amendments were executed and adopted on December 22, 2006.

**121.** On the one hand, under the terms of the applicable Verizon pension plans, the transfer of liabilities can serve to extinguish benefits payable under the respective pension plan. For example, Section 11.3 appearing on page 107 of the Verizon Management Pension Plan states, in part, “[a]ny liability transferred from the Plan to another plan pursuant to this Section 11.3 shall result in the extinguishment of such liability hereunder immediately upon such transfer, and no benefit previously payable under the Plan on account of such liability shall be payable under the Plan following such transfer.”

**122.** On the other hand, Verizon pension plans contain no terms dictating that the transfer of excess or surplus *assets* operates to extinguish pension benefits payable under the respective pension plan.

**123.** At least during the period November 1, 2006 through December 21, 2006, there were no controlling pension plan documents or plan terms identifying the assets that Verizon transferred, if any, from its pension plans and master trust into Idearc’s pension plans and master trust as constituting “liabilities” linked to payable pension benefits. Lacking any specific identification or formal designation when transferred, the assets should be deemed to be excess or surplus pension assets.

**124.** At least during the period November 1, 2006 through December 21, 2006, pension plan fiduciaries and plan administrators were not excused from their obligation to continue paying retired pensioners and their beneficiaries on annuity pay status their accrued



service pension benefits directly from Verizon's pension plans.

**125.** One of ERISA's duties imposed on plan administrators is that they must act in strict conformity with existing rules and plan terms, not later adopted rules.

**126.** The fact that Verizon's pension plans might allow certain amendments to be effective on any given date, did not relieve the plan fiduciaries and administrators of their responsibility, obligation, or duty imposed by or under ERISA's statutory provisions. For instance, Section 14.4 appearing on page 128 of the Verizon Management Pension Plan states, in part, "[n]othing in the Plan shall relieve or be deemed to relieve any Plan fiduciary, obligation, or duty imposed by ERISA." Likewise, Section 11.2 appearing on page 106 of the Verizon Management Pension Plan states, in part, "no amendment shall reduce any benefit, that is accrued or treated as accrued under section 411(d)(6) of the Code, of any participant, or the percentage (if any) of such benefit that is vested, on the later of the date on which the amendment is adopted or the date on which the amendment becomes effective."

**127.** By making the December 22, 2006 pension plan amendments retroactive to November 17, 2006, Verizon and plan administrators wrongfully reduced the amount of the accrued service pension benefits owed for the months of November and December 2006 to Plaintiffs and putative class members.

**128.** At least prior to December 22, 2006 all action taken with respect to all pension assets and all retired plan participants had to be in exact accordance with then existing governing plan terms and rules.

**129.** Plaintiffs invoke the teachings and pronouncements by the United States Supreme Court in the case of *Kennedy v. Plan Administrator for DuPont Savings and Investment*, 129

S.Ct. 865 (2009), wherein the Court confirmed that ERISA provides no exception to the plan administrator's duty to act in accordance with existing plan documents and stated rules.

**130.** In November 2006, when Plaintiffs and other retirees were reclassified from being Verizon retirees into being Idearc retirees, the obligations under Verizon's pension plans for payment of accrued service pension monthly annuities had not been extinguished.

**131.** At no time during November 2006 were there any plan terms or rules which effectively extinguished any retired plan participant's right to continued payment of his or her accrued service pension benefits.

**132.** At least prior to the December 22, 2006 adopted plan amendments, Verizon's pension plan fiduciaries and administrators were required to continue to act as they had before in exact compliance with then existing governing pension plan terms.

**133.** Verizon pension plan benefits should have been paid out to Plaintiffs and putative class members during November and December 2006 in exact accordance with the unamended rules then in effect.

**134.** Verizon EBC's involuntary reclassification and removal of retirees from Verizon sponsored pension plans as of November 17, 2006 was action taken in violation of the retirees' contractual rights under the Verizon pension plans and action taken in violation of controlling pension plan terms.

**135.** In addition, Verizon EBC's wrongfully reclassified other retirees who no longer had any right to receive accrued pension benefits, and those retirees were transferred into Idearc's pension roles. Inexplicably, pursuant to the December 22, 2006 dated Schedule XLV(A)(2)(a) to the Verizon Management Pension Plan, Verizon acted to remove from its

retirement rolls, management retirees who “had an accrued benefit under the Plan that had been fully cashed-out before the spin-off date.” In so doing, Defendant Verizon EBC wrongfully interfered with those retirees’ rights to continue receiving Verizon’s retiree welfare benefits. All those retirees should be restored into Verizon’s pension rolls and made whole.

**136.** Accordingly, Defendant Verizon EBC violated ERISA Section 404(a)(1) which statutory provision mandates fiduciaries discharge their “duties with respect to a plan solely in the interest of the participants and beneficiaries and– for (A) for the exclusive purpose of: (i) providing benefits to participants and their beneficiaries; . . . (B) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; . . . and (D) in accordance with the documents and instruments governing the plan. . .” 29 U.S.C. § 1104(a)(1).

**FOURTH CLAIM FOR RELIEF**  
**(ERISA Sections 502(a)(2) and (a)(3) Appropriate Equitable Relief Against Verizon, Verizon EBC, Idearc and Idearc EBC)**

**137.** Plaintiffs incorporate and reallege by reference the foregoing paragraphs 1 through 136, inclusive, as if they were fully set forth herein.

**138.** The pension assets, if any, that Verizon may have transferred to Idearc prior to December 22, 2006 were excess or surplus pension assets not earmarked or tied to any liabilities, and Plaintiffs request, pursuant to ERISA Sections 502(a)(2) and (a)(3), 29 U.S.C. Section 1132(a)(2) and (a)(3), appropriate equitable relief, including a declaration that the transfer of surplus assets, whenever it did occur, did not serve to change the retirees’ status and did not extinguish any Plaintiff’s or putative class member’s rights to payment of benefits from

Verizon's pension plans.

**139.** The December 22, 2006 plan amendments were illegally applied retroactively and Plaintiffs request, pursuant to ERISA Sections 502(a)(2) and (a)(3), 29 U.S.C. Section 1132(a)(2) and (a)(3), appropriate equitable relief, including a declaration that the December 22, 2006 plan amendments are null and void.

**140.** Verizon's reclassification of Plaintiffs and purported transfer of the retirees from participation in Verizon's pension plans violated the terms of the Verizon pension plans and Plaintiffs request, pursuant to ERISA Sections 502(a)(2) and (a)(3), 29 U.S.C. Section 1132(a)(2) and (a)(3), appropriate equitable relief, including injunctive relief ordering Verizon's reclassification of Plaintiffs and other retirees be rescinded and that all Plaintiffs and putative class members be restored to their former status as participants in Verizon's pension and welfare plans and that they be made whole. Plaintiffs request an order requiring Idearc/SuperMedia and Idearc EBC to transfer back to Verizon all Plaintiffs and putative class members.

#### **FIFTH CLAIM FOR RELIEF**

##### **(Against Verizon and Verizon EBC for Violation of ERISA Section 510)**

**141.** Plaintiffs incorporate and reallege by reference the foregoing paragraphs 1 through 140, inclusive, as if they were fully set forth herein.

**142.** ERISA Section 510 makes it "unlawful for any person to . . . expel . . . or discriminate against a participant or beneficiary. . . for the purposes of interfering with the attainment of any rights to which such participant may become entitled under the plan. . ." 29 U.S.C. § 1140.

**143.** When Verizon reclassified Plaintiffs and putative class members so as to treat

them as being transferred into Idearc's pension plans, Verizon was motivated in part to interfere with the retirees' rights to continue receiving payment of their protected Verizon's pension benefits, as well as non-protected retiree welfare benefits.

**144.** There is ample evidence that Verizon stood to reap substantial cost savings by involuntarily terminating the retirees' rights to receive payments from Verizon's pension and welfare benefit plans.

**145.** Defendant Verizon and Verizon EBC unlawfully expelled Plaintiffs and putative class members from Verizon's pension plans.

**146.** When Verizon retroactively applied the December 22, 2006 pension plan amendments, Verizon was motivated in part to interfere with Plaintiffs' and putative class members' rights to receive Verizon pension plan payments, particularly the annuity payments due and payable during the months of November 2006 and December 2006.

**147.** Verizon's reclassification of Plaintiffs and putative class members so as to treat them as being transferred to Idearc's pension plans was discriminatory treatment since Verizon gave preferential treatment to deferred vested plan participants not reclassified and not transferred into Idearc's pension plans.

**148.** Verizon's reclassification of Plaintiffs and putative class members and subsequent treatment was action in violation of ERISA Section 510, 29 U.S.C. § 1140, inasmuch as Verizon discriminated against plan participants for the purpose of interfering with their attainment of rights to which they had and may become entitled under Verizon's pension and retiree welfare benefit plans.

**149.** When selecting and reclassifying Plaintiffs and putative class members to be

transferred over to Idearc's pension rolls, defendants either knew or reasonably should have known that the financially burdened Idearc, Inc., might not prove to be a long term financially secure plan sponsor for the transferred retirees' welfare and pension benefit plans.

**150.** Plaintiffs and putative class members have suffered a loss of protected pension benefits under Verizon's pension plans as well as a significant loss retiree welfare benefits since being reclassified and treated as transferred into Idearc's pension plans. Plaintiffs seek an order holding Defendants Verizon and Verizon EBC liable for violations of ERISA Section 510, an order granting appropriate equitable relief under ERISA Section 502(a)(3), including an order directing all defendant parties restore all involuntarily transferred retirees into Verizon's pension plans and that Plaintiffs and putative class members be made whole.

**SIXTH CLAIM FOR RELIEF**  
**(ERISA Section 502(a)(1)(B) Claim for Verizon Pension Plan Benefits)**

**151.** Plaintiffs incorporate and reallege by reference the foregoing paragraphs 1 through 150, inclusive, as if they were fully set forth herein.

**152.** Plaintiffs assert this claim against the Verizon Management Pension Plan and the Verizon Pension Plan for New York & New England Associates as an alternative to their ERISA Section 502(a)(2) and (a)(3) based claims should the Court not grant full relief under those claims.

**153.** ERISA Section 502(a)(1)(B) provides, in pertinent part that "[a] civil action may be brought ... by a participant or beneficiary ... to recover benefits due to him under the terms of his plan, to enforce his rights under the terms of the plan, or to clarify his rights to future benefits under the terms of the plan." 29 U.S.C. § 1132(a)(1)(B).

**154.** The aforesaid Verizon pension plans and their predecessor pension plans were unilateral contracts which created vested rights in Plaintiffs and putative class members who accepted the offer the pension plans contained by continuing in employment for the requisite number of years.

**155.** The aforesaid Verizon pension plans and their predecessor pension plans were structured to provide a very significant increase in the value of the pension benefit once a participant reached a long-term service point, referred to as a “cliff,” which gave an incentive for Plaintiffs and putative class members to spend their entire careers with Verizon’s predecessors. This took place when Plaintiffs and putative class members became eligible for a service pension.

**156.** Despite the fact that Plaintiffs and putative class members satisfied the conditions necessary for payment of benefits under the aforesaid Verizon pension plans, Verizon plan administrators have failed to abide by the terms of the aforesaid pension plans as existing before December 22, 2006.

**157.** Verizon pension plan benefits due and payable under the terms in existence before December 22, 2006 were not actually provided to Plaintiffs and putative class members. Plaintiffs were denied payment of pension benefits under the unaltered terms of the aforesaid Verizon pension plans. Plaintiffs and putative class members reasonably expected these benefits to be paid during November and December 2006.

**158.** Plaintiffs seek for themselves and the putative class members benefits payable under the unaltered terms of the aforesaid Verizon pension plans, the terms and plan language in existence before December 22, 2006.

**159.** Despite Verizon defendants' efforts to alter the terms of the aforesaid Verizon pension plans and retroactively apply the new terms so as to defeat Plaintiffs' claims for payment of pension benefits due and payable during November and December 2006, the retroactive application violated ERISA Section 502(a)(1)(B).

**160.** Plaintiffs' claims for payment of Verizon pension plan benefits does not run afoul of any applicable pension plan terms prohibiting payment of 'duplicate benefits.'

**161.** Section 5.10 "No Duplication of Benefits" set forth on page 42 of the Verizon Pension Plan for New York and New England Associates (Verizon union pension plan) only applies to prevent duplicate pension payments when the retiree is receiving a pension payment from a company that is either: a) an "Interchange Company" (i.e., a company which is part of the AT&T Mandatory Portability Agreement); b) "Participating Company" (i.e., presently participating in the Verizon pension plan); or c) an "Affiliate" (i.e., a company presently within Verizon's controlled group of companies) as of the time the pension payments are being made to the retiree.

**162.** As of the spin-off date, Idearc, Inc. was neither an "interchange company" "participating company" nor "affiliate." As of the spin-off date, Idearc, Inc. was an independent corporation with its own corporate stock and it had no relationship with Verizon. Thus, any contention by Verizon that a transferred retiree sent over to Idearc cannot receive a duplicate pension payment from a Verizon pension plan is inapplicable and inapposite.

**163.** Plaintiffs and putative class members were wrongfully denied benefits payable from the aforesaid Verizon's pension plans and, pursuant to ERISA Section 502(a)(1)(B) those unpaid pension benefits should be paid to the retirees and their beneficiaries together with



prejudgment interest.

**Standard of Judicial Review**

**164.** Verizon pension plan administrators' decision to deny MURPHY's, NOE's and PALMER's class-wide administrative claim for payment of Verizon pension plan benefits, particularly those benefits due and payable to retirees for the months of November and December 2006, is not supported by substantial evidence and is unreasonable.

**165.** In adjudicating this ERISA Section 502(a)(1)(B) claim for Plaintiffs and putative class members, the Court may invoke substantive equitable principles including the principle that a pension plan amendment may not be applied retroactively so as to defeat participants' claims to payment of accrued pension benefits.

**166.** At all times when Defendant Verizon EBC and its delegates were deciding Plaintiffs' internal administrative claim, said defendant and pension plan administrators operated under a severe conflict of interest and were motivated to serve Verizon's corporate self interest. Upon information and belief, said defendant took no active steps to reduce potential bias. Thus, the Court's review should factor in the conflict of interest and the fact that the initial denial was tainted by self-interest.

**167.** The decision to deny Plaintiffs' claim for payment of Verizon pension plan benefits, particularly those benefits due and payable for the months of November and December 2006, was an abuse of discretion and cannot withstand even a deferential review by the Court.

**168.** Since there was no timely compliance with current federal regulations, 29 C.F.R. § 2560.503-1(1), the Court should not apply a deferential review to the initial internal appeals decision adverse to the interests of Plaintiffs and putative class members. Furthermore, since

there was no timely final appeals determination, the Court should apply de novo review.

### **CLASS ACTION ALLEGATIONS**

**169. Class Definition.** Plaintiffs bring this action on behalf of all retirees and their beneficiaries formerly enrolled in Verizon's pension plans who were reclassified by Verizon and treated as transferred into Idearc's pension plans pursuant to the spin-off occurring in November 2006. The proposed class is easily identifiable by Verizon's records.

**170.** This action is maintainable as a class action under Federal Rule of Civil Procedure Rule 23, subsections (a), (b)(2), and (b)(3).

**171. Class Size.** The precise size of the class is presently unknown and will be determined in this case through mandated disclosures and formal discovery. However, Plaintiffs are informed and believe, and on that basis allege, that the size of the class is well over two thousand. The class is so numerous that joinder of all the members of the class is impractical.

**172. Questions of Law and Fact Common to the Class.** This suit poses questions of law and fact which are common to and affect the rights of all putative class members. The questions presented include, but are not limited to: A) whether pension plan administrators and fiduciaries violated their fiduciary duties under ERISA Section 404(a)(1); B) whether Plaintiffs and putative class members are entitled to payment of Verizon pension plan benefits; and C) whether Plaintiffs and other retired plan participants and their beneficiaries are entitled to declaratory and injunctive relief and the form and extent of the relief to which they should receive.

**173. Typicality of the Claims of the Representatives.** The claims of Plaintiffs are typical of the claims of the proposed class as a whole.

**174. Adequacy of Representation.** Plaintiffs have no interest antagonistic to or in conflict with the interests of the proposed class. Indeed, Plaintiffs have the support of hundreds of putative class members.

**175.** Plaintiffs' proposed lead counsel Curtis L. Kennedy is experienced counsel who has served as class counsel in ERISA cases successfully litigated and concluded.

**176.** Defendants' reliance on either the EMA, a non plan document, or *post hoc* amendments to Verizon's pension plans to uphold the involuntary reclassification and treatment of Plaintiffs and other retirees as being transferred into Idearc's pension plans makes appropriate an award of final injunctive and declaratory plan-wide and class-wide relief.

**177.** Questions of law or fact common to the members of the proposed class predominate over any questions affecting only individual participants and beneficiaries. The predominant questions in this litigation concern the rights of proposed class members to receive declaratory, injunctive and equitable relief, and whether Defendants should be required to reverse Verizon's reclassification and involuntary transfer of Plaintiffs and other retirees from Verizon's pension plans and welfare plans into Idearc's pension plans and welfare plans.

**178.** A class action is superior to other available methods for the fair and efficient adjudication of this controversy and members of the proposed class have little interest in individually controlling the prosecution of separate actions which would prove uneconomical.

**179.** In the interests of judicial efficiency, the claims arising out of this controversy should be consolidated in this proposed class action before this Court.

**180.** No undue difficulties are anticipated to result from the prosecution of this proceeding as a class action.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs PHILIP A. MURPHY, Jr., SANDRA R. NOE, and CLAIRE M. PALMER, individually and on behalf of the proposed class, seek orders and judgments against Defendants as follows:

**A.** Declare that both Defendant Verizon EBC and Defendant Idearc EBC, when refusing to provide Plaintiffs requested documents and pension related information not specifically listed as required disclosures under ERISA Section 104(b)(4), failed to discharge fiduciary duties to act solely in the interests of the participants and beneficiaries, as required by ERISA Section 404(a)(1), 29 U.S.C. § 1104(a)(1);

**B.** Pursuant to ERISA Section 502(c)(1)(B), 29 U.S.C. § 1132(c)(1)(B), grant Plaintiffs judgment assessing penalties against Defendant Idearc EBC based upon the maximum \$110 per diem rate for failure to comply within 30 days after Plaintiffs' respective August 13, 2008 and February 4, 2009 written demands for production of documents, including instruments and other documents under which Idearc's pension plans are established or operated;

**C.** Pursuant to ERISA Section 502(c)(1)(B), 29 U.S.C. § 1132(c)(1)(B), grant all Plaintiffs judgment assessing penalties against Defendant Verizon EBC based upon the maximum \$110 per diem rate for failure to comply within 30 days after the February 4, 2009 written demand for production of documents, including instruments and other documents under which Verizon's pension plans are established or operated;

**D.** Grant Plaintiffs such other and further appropriate equitable relief allowable under ERISA §§ 502(a)(3), as the Court deems just and proper, including injunctive orders directing Defendant Idearc EBC forthwith disclose the pension plan information and produce the

documents requested in Plaintiffs' respective August 13, 2008, February 4, 2009 and September 15, 2009 written demand letters;

**E.** Grant Plaintiffs such other and further appropriate equitable relief allowable under ERISA §§ 502(a)(3), as the Court deems just and proper, including injunctive orders directing Defendant Verizon EBC forthwith disclose the pension plan information and produce the documents requested in Plaintiffs' February 4, 2009 and September 15, 2009 written demand letters;

**F.** Order the Third, Fourth, Fifth and Sixth claims in this action be maintained as a class action under Fed.R.Civ.P., Rule 23(a), (b)(2) and (b)(3), that Plaintiffs be appointed class representatives, the undersigned counsel be appointed class counsel, and require Defendants at their expense to publish and mail notification of this action to all members of the proposed class;

**G.** Grant Plaintiffs and putative class members the relief requested and set forth within the Third, Fourth, and Fifth claims in this action, including:

**1.** A declaration that Defendant Verizon EBC failed to discharge duties to act solely in the interests of the participants and beneficiaries of Verizon's employee benefit plans, as required by ERISA Section 404(a)(1), 29 U.S.C. § 1104(a)(1);

**2.** A declaration that Defendant Verizon EBC failed to act in compliance with Verizon's pension plan documents rules and violated ERISA Section 404(a)(1)(D), 29 U.S.C. § 1104(a)(1)(D);

**3.** Pursuant to ERISA Sections 502(a)(2) and (a)(3), 29 U.S.C. Section 1132(a)(2) and (a)(3), grant Plaintiffs appropriate equitable relief, including a declaration that pension assets Verizon transferred to Idearc, whenever the transfers occurred, were excess or

surplus pension assets and that the December 22, 2006 plan amendments made retroactive are null and void and did not affect the vested rights of Plaintiffs' and putative class members to receive payment of Verizon pension plan benefits, particularly during the months of November and December 2006;

**4** Pursuant to ERISA Sections 502(a)(2), (a)(3), 29 U.S.C. Section 1132(a)(2), (a)(3), grant Plaintiffs additional appropriate equitable relief, including injunctive relief ordering Verizon's reclassification of Plaintiffs and other retirees and their treatment as being transferred into Idearc pension plans be rescinded and that all Plaintiffs and putative class members be restored to their former status as participants in Verizon's pension and welfare plans and that they be made whole. Specifically, Plaintiffs request an order mandating Idearc EBC and Idearc/SuperMedia transfer all Plaintiffs and putative class members back into Verizon's pension plans;

**5.** Pursuant to ERISA Section 502(a)(2), 29 U.S.C. § 1132(a)(2), grant equitable and remedial relief for the benefit of the pension plans including an order requiring reversal of the involuntary transfer of Plaintiffs and putative class members from Verizon's pension plans into Idearc's pension plans;

**6.** Enter judgment against Defendant Verizon and Defendant Verizon EBC declaring their actions to expel and discriminate against Plaintiffs and putative class members violated ERISA § 510, 29 U.S.C. § 1140, and award appropriate equitable relief, together with restoration of all unpaid Verizon employee benefits with interest;

**7.** Pursuant to ERISA Section 502(a)(3), 29 U.S.C. § 1132(a)(3), enter an order removing from both Defendant Verizon EBC and Defendant Idearc EBC those persons who

supported, assisted and acquiesced in and defended the pension plan sponsor's efforts to reclassify and transfer Plaintiffs and class members from Verizon's pension plans into Idearc's pension plans; and

**8.** Grant all Plaintiffs and the proposed class members such other and further class-wide and plan-wide relief, including appropriate equitable relief allowable under ERISA Section 502(a)(3), 29 U.S.C. § 1132(a)(3), as the Court deems just and proper;

**H.** Grant Plaintiffs and putative class members the relief requested and set forth within the Sixth claim in this action, including an order pursuant to ERISA Section 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B), entering judgment in favor of Plaintiffs and putative class members and ordering payment of all unpaid Verizon pension plan benefits with interest;

**I.** Order Defendants' officers, employees and agents not to retaliate against Plaintiffs and the proposed class on the basis of the filing or prosecution of this action; and

**J.** Pursuant to ERISA § 502(g)(1), 29 U.S.C. § 1132(g)(1), order Defendants to pay the reasonable value of Plaintiffs' interim and final attorney's fees for services performed, expert witness fees, accounting fees, necessary expenses of litigation, and costs of this action.

DATED this 6<sup>th</sup> day of January, 2010.

Respectfully submitted,

*s/ Curtis L. Kennedy*  
Colorado State Bar No. 12351  
8405 E. Princeton Avenue  
Denver, Colorado 80237-1741  
Tele: 303-770-0440  
Fax: 303-843-0360  
CurtisLKennedy@aol.com

*s/ Robert E. Goodman, Jr.*  
Texas State Bar No. 08158100  
Robert E. Goodman, Jr., Esq.  
FRANCIS GOODMAN PLLC

8750 North Central Expressway, Suite 1000  
Dallas, Texas 75231  
Tele: 214-368-1765  
Fax: 214-368-3974  
rgoodman@francisgoodman.com,  
rgdallas@flash.net

*ATTORNEYS FOR PLAINTIFFS*

Plaintiffs' Names and Addresses:

Philip A. Murphy, Jr.  
25 Bogastow Circle  
Mills, MA 02054-1039

Sandra R. Noe  
72 Mile Lane  
Ipswich, MA 01938-1153

Claire M. Palmer  
26 Crescent Street  
West Newton, MA 02465-2008



**CERTIFICATE OF SERVICE**

I hereby certify that on the 6<sup>th</sup> day of January, 2010, a true and correct copy of the above and foregoing document was electronically filed with the Clerk of the Court using the CM/ECF system and a courtesy copy was emailed to Defendants' counsel as follows:

Jeffrey G. Huvelle, Esq. COVINGTON & BURLING LLP 1201 Pennsylvania Avenue, NW Washington, DC 20004-2401 Tele: 202.662.5526 Fax: 202.778.5526 jhuvelle@cov.com (Jeffrey G. Huvelle, Esq.) <i>Counsel for Verizon Defendants</i>	Joe A. Garza, Jr., VP & Assoc. General Counsel IDEARC MEDIA 2200 West Airfield Drive DFW Airport, TX 75261-9810 Tele: 972-453-7160 Fax: 972-453-6869 Joe.Garza@idearc.com (Joe Garza, Esq.) <i>Counsel for Idearc Defendants</i>
---	--

Also, copy of the same was delivered via email to Plaintiffs as follows:

Philip A. Murphy, Jr.  
25 Bogastow Circle  
Mills, MA 02054-1039  
phil.murphy@polimortgage.com (Philip A. Murphy, Jr.)

Sandra R. Noe  
72 Mile Lane  
Ipswich, MA 01938-1153  
capsan@comcast.net (Sandra R. Noe)

Claire M. Palmer  
26 Crescent Street  
West Newton, MA 02465-2008  
priesing@aol.com (Claire M. Palmer)

*s/ Curtis L. Kennedy*  
Curtis L. Kennedy