

and state that they have provided Plaintiffs with any documents that they have requested and to which they are entitled.

2. The Verizon Defendants admit that Plaintiffs purported to pursue a classwide administrative claim challenging their transfer into pension plans sponsored by Idearc Inc., and, on information and belief, that Idearc Inc. changed its name to SuperMedia Inc., on or about January 4, 2010, after emerging from bankruptcy proceedings, but otherwise deny the allegations of the first sentence of paragraph 2 of the amended complaint. The third and fourth sentences of paragraph 2 of the amended complaint relate only to Idearc Inc., and so no response by the Verizon Defendants is required. To the extent any response is required, the Verizon Defendants deny the allegations of the third and fourth sentences of paragraph 2 of the amended complaint. The Verizon Defendants deny the remaining allegations of paragraph 2 of the amended complaint.

JURISDICTION AND VENUE

3. The Verizon Defendants admit that this Court has jurisdiction over Plaintiffs' claims.

4. The Verizon Defendants admit that Plaintiffs seek relief under 28 U.S.C. §§ 2201 and 2202 and respectfully refer 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, the Verizon Defendants deny the allegations of paragraph 4 of the amended complaint.

5. The Verizon Defendants admit that venue is proper in the Northern District of Texas.

THE PARTIES

6. The Verizon Defendants admit that Phillip A. Murphy is a U.S. citizen, that he 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, the Verizon Defendants deny the allegations of paragraph 6 of the amended complaint.

7. The Verizon Defendants admit that the benefit liability relating to Murphy was transferred from the Verizon Pension Plan for New York and New England Associates to an Idearc pension plan in November 2006, but otherwise deny the allegations of paragraph 7 of the amended complaint.

8. The Verizon Defendants admit that Sandra R. Noe is a U.S. citizen, that she 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, the Verizon Defendants deny the allegations of paragraph 8 of the amended complaint.

9. The Verizon Defendants admit that the benefit liability relating to Noe was transferred from the Verizon Pension Plan for New York and New England Associates to an Idearc pension plan in November 2006, but otherwise deny the allegations of paragraph 9 of the amended complaint.

10. The Verizon Defendants admit that Claire M. Palmer is a U.S. citizen, that she retired from NYNEX Information Resources Company in April 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, the Verizon Defendants deny the allegations of paragraph 10 of the amended complaint.

11. The Verizon Defendants admit that the benefit liability relating to Palmer was transferred from the Verizon Management Pension Plan to an Idearc pension plan in November 2006, but otherwise deny the allegations of paragraph 11 of the amended complaint.

12. The Verizon Defendants deny the allegations of paragraph 12 of the amended complaint, except that they admit that Verizon has operations in this District and that Verizon is the sponsor of the Verizon Pension Plan for New York and New England Associates.

13. The Verizon Defendants admit that either the Verizon Employee Benefits Committee and/or its chairperson is a fiduciary of and is the plan administrator for a number of Verizon pension and welfare benefit plans, including the Verizon Pension Plan for New York and New England Associates and the Verizon Management Pension Plan, but otherwise deny the allegations of paragraph 13 of the amended complaint.

14. The allegations of paragraph 14 of the amended complaint are so vague that the Verizon Defendants are unable to form a belief as to their truth or falsity. To the extent that an answer is required, the Verizon Defendants deny the allegations of paragraph 14 of the amended complaint.

15. The Verizon Defendants admit that the Verizon Management Pension Plan is a defined benefit, employee pension benefit plan. To the extent a further response is required, the Verizon Defendants deny the allegations of paragraph 15 of the amended complaint.

16. The Verizon Defendants admit that the Verizon Pension Plan for New York and New England Associates is a defined benefit, employee pension benefit plan. To the extent a further response is required, the Verizon Defendants deny the allegations of paragraph 16 of the amended complaint.

17. The Verizon Defendants admit that, in November of 2006, Verizon spun off its directories business to its shareholders, thereby creating an independent public company then known as Idearc Inc. The remaining allegations of paragraph 17 of the amended complaint relate only to Idearc Inc., and therefore no response by the Verizon Defendants is required.

18. The allegations of paragraph 18 of the amended complaint are so vague that the Verizon Defendants are unable to form a belief as to their truth or falsity. To the extent that an answer is required, the Verizon Defendants deny the allegations of paragraph 18 of the amended complaint, except admit that Idearc Inc. had been spun off as of November 17, 2006.

19. The allegations of paragraph 19 of the amended complaint relate only to Idearc Inc., and therefore no response by the Verizon Defendants is required. To the extent any response is required, the Verizon Defendants deny the allegations of paragraph 19 of the amended complaint.

20. The allegations of paragraph 20 of the amended complaint relate only to Idearc Inc., and therefore no response by the Verizon Defendants is required. To the extent any response is required, the Verizon Defendants deny the allegations of paragraph 20 of the amended complaint.

21. The allegations of paragraph 21 of the amended complaint relate only to Idearc Inc., and therefore no response by the Verizon Defendants is required. To the extent any response is required, the Verizon Defendants deny the allegations of paragraph 21 of the amended complaint.

22. The allegations of paragraph 22 of the amended complaint relate only to Idearc Inc., and therefore no response by the Verizon Defendants is required. To the extent any

response is required, the Verizon Defendants deny the allegations of paragraph 22 of the amended complaint.

23. The allegations of paragraph 23 of the amended complaint relate only to Idearc Inc., and therefore no response by the Verizon Defendants is required. To the extent any response is required, the Verizon Defendants deny the allegations of paragraph 23 of the amended complaint.

FACTS

24. The allegations of paragraph 24 of the amended complaint relate only to Idearc Inc., and therefore no response by the Verizon Defendants is required. To the extent any response is required, the Verizon Defendants deny the allegations of paragraph 24 of the amended complaint.

25. The Verizon Defendants admit the allegations of paragraph 25 of the amended complaint, except to state that the proposed spin-off transaction was announced on October 18, 2009.

26. The Verizon Defendants admit the allegations of paragraph 26 of the amended complaint.

27. The Verizon Defendants admit the allegations of paragraph 27 of the amended complaint.

28. The Verizon Defendants deny the allegations of paragraph 28 of the amended complaint, except admit that the fiduciaries did not retain an independent fiduciary and state, by way of further response, that the fiduciaries had no obligation to do so.

29. The Verizon Defendants admit the allegations of paragraph 29 of the amended complaint.

30. The Verizon Defendants admit the allegations of paragraph 30 of the amended complaint, except that they deny that the Board has delegated to the “most senior Human Resources officer of Verizon” its authority to amend the Verizon Pension Plan for New York and New England Associates and that the Verizon Defendants failed to follow any plan-specified procedures and state, by way of further response, that while the EMA is not a governing plan document, it constituted a valid direction from Verizon in its capacity as the sponsor of the Verizon Pension Plan for New York and New England Associates and the Verizon Management Pension Plan to transfer assets and liabilities from those plans in accordance with applicable plan provisions.

31. The Verizon Defendants admit that the EMA is not a document under which any Verizon pension plan was established or operated and that, as Verizon’s Assistant General Counsel Marc Schoenecker informed Plaintiffs, ERISA does not require production of the EMA. The Verizon Defendants further state that, in response to Plaintiffs’ request for a copy of the EMA, the Verizon Defendants voluntarily produced a copy of the EMA to Plaintiffs’ counsel. To the extent a further response is required, the Verizon Defendants deny the allegations of paragraph 31 of the amended complaint.

32. The allegations of paragraph 32 of the amended complaint are so vague that the Verizon Defendants are unable to form a belief as to their truth or falsity. To the extent that an answer is required, the Verizon Defendants deny the allegations of paragraph 32 of the amended complaint.

33. The Verizon Defendants admit that hundreds of millions of dollars were transferred from the Verizon Pension Plan for New York and New England Associates and the Verizon Management Pension Plan to Idearc pension plans in November 2006.

34. The Verizon Defendants deny the allegations of paragraph 34 of the amended complaint, except to admit that the Idearc pension plans to which assets were transferred were not identified in response to question 5b of Part IV of Schedule H of the Form 5500s. The Verizon Defendants state, by way of further response, that the amounts transferred to Idearc pension plans were properly listed on line (l)(2) of Part II of Schedule H, and that the responses to question 5b of Part IV of Schedule H are in the process of being amended to identify the Idearc pension plans to which assets were transferred.

35. The allegations of paragraph 35 of the amended complaint relate only to Idearc Inc., and therefore no response by the Verizon Defendants is required. To the extent any response is required, the Verizon Defendants deny the allegations of paragraph 35 of the amended complaint.

36. The Verizon Defendants deny the allegations of paragraph 36 of the amended complaint.

37. The allegations of paragraph 37 of the amended complaint are so vague that the Verizon Defendants are unable to form a belief as to their truth or falsity. To the extent that an answer is required, the Verizon Defendants deny the allegations of paragraph 37 of the amended complaint.

38. The Verizon Defendants deny the allegations of paragraph 38 of the amended complaint.

39. The Verizon Defendants admit that, as of November 2006, Plaintiffs were vested in either the Verizon Pension Plan for New York and New England Associates or the Verizon Management Pension Plan and that Verizon did not seek Plaintiffs' consent to the transfer. To

the extent a further response is required, the Verizon Defendants deny the allegations of paragraph 39 of the amended complaint.

40. The Verizon Defendants admit that all assets and obligations relating to the pension benefits of Plaintiffs and over 2,000 other participants whose last employment with Verizon was with Verizon's directories business were transferred to one of Idearc's pension plans. To the extent a further response is required, the Verizon Defendants deny the allegations of paragraph 40 of the amended complaint.

41. The Verizon Defendants admit that responsibility for the pension benefits of Plaintiffs and others was transferred to Idearc pension plans in November 2006, but otherwise deny the allegations of paragraph 41 of the amended complaint.

42. Paragraph 42 of the amended complaint purports to summarize the terms of the Verizon Pension Plan for New York and New England Associates and the Verizon Management Pension Plan and the Verizon Defendants respectfully refer the Court to the text of those plans, excerpts of which are attached hereto as Exhibits A and B, for a full and accurate statement of their provisions. To the extent a further response is required, the Verizon Defendants deny the allegations of paragraph 42 of the amended complaint, except admit that the plans contained provisions allowing for the merger and consolidation of the plans and for transfers of liabilities and assets of the plans.

43. Paragraph 43 of the amended complaint purports to summarize the terms of the Verizon Pension Plan for New York and New England Associates and the Verizon Management Pension Plan and the Verizon Defendants respectfully refer the Court to the text of those plans, excerpts of which are attached hereto as Exhibits A and B, for a full and accurate statement of their provisions. To the extent a further response is required, the Verizon Defendants deny the

allegations of paragraph 43 of the amended complaint, except admit that the terms of the December 22, 2006 amendments were retroactive to November 2006.

44. The Verizon Defendants deny the allegations of paragraph 44 of the amended complaint and state, by way of further response, that the pension benefits of Plaintiffs and all other participants whose benefit liabilities were transferred to an Idearc pension plan were paid to such participants by a Verizon plan through December 31, 2006.

45. The first two sentences of paragraph 45 of the amended complaint purport to summarize the terms of a letter and the Verizon Defendants respectfully refer the Court to the text of that letter, which is attached hereto as Exhibit C, for a full and accurate statement of its contents. The Verizon Defendants deny the allegations of the third sentence of paragraph 45 of the amended complaint.

46. The first two sentences of paragraph 46 of the amended complaint purport to summarize the terms of a letter and the Verizon Defendants respectfully refer the Court to the text of that letter, which is attached hereto as Exhibit C, for a full and accurate statement of its contents. The Verizon Defendants deny the allegations of the third sentence of paragraph 46 of the amended complaint.

47. The Verizon Defendants deny the allegations of paragraph 47 of the amended complaint.

48. The Verizon Defendants do not have sufficient information to admit, and so deny, the allegations of paragraph 48 of the amended complaint.

49. To the extent that the allegations of paragraph 49 of the amended complaint relate to Idearc Inc., no response by the Verizon Defendants is required. To the extent a further

response is required, the Verizon Defendants do not have sufficient information to admit, and so deny, the allegations of paragraph 49 of the amended complaint.

50. The Verizon Defendants do not have sufficient information to admit, and so deny, the allegations of paragraph 50 of the amended complaint.

51. The allegations of paragraph 51 of the amended complaint relate only to Idearc Inc., and therefore no response by the Verizon Defendants is required. To the extent any response is required, the Verizon Defendants deny the allegations of paragraph 51 of the amended complaint.

52. Paragraph 52 of the amended complaint purports to summarize the terms of a letter and the Verizon Defendants respectfully refer the Court to the text of that letter, which is attached hereto as Exhibit D, for a full and accurate statement of its contents.

53. Paragraph 53 of the amended complaint purports to summarize the terms of a letter and the Verizon Defendants respectfully refer the Court to the text of that letter, which is attached hereto as Exhibit D, for a full and accurate statement of its contents.

54. Paragraph 54 of the amended complaint purports to summarize the terms of a letter and the Verizon Defendants respectfully refer the Court to the text of that letter, which is attached hereto as Exhibit D, for a full and accurate statement of its contents.

55. Paragraph 55 of the amended complaint purports to summarize the terms of a letter and the Verizon Defendants respectfully refer the Court to the text of that letter, which is attached hereto as Exhibit D, for a full and accurate statement of its contents.

56. Paragraph 56 of the amended complaint purports to summarize the terms of a letter and the Verizon Defendants respectfully refer the Court to the text of that letter, which is attached hereto as Exhibit D, for a full and accurate statement of its contents.

57. Paragraph 57 of the amended complaint purports to summarize the terms of a letter and the Verizon Defendants respectfully refer the Court to the text of that letter, which is attached hereto as Exhibit D, for a full and accurate statement of its contents.

58. The Verizon Defendants deny that they failed timely to produce any documents which Plaintiffs requested and to which Plaintiffs were entitled under ERISA and further deny that they breached any fiduciary duties to Plaintiffs.

59. The first sentence of paragraph 59 of the amended complaint purports to summarize the terms of a letter and the Verizon Defendants respectfully refer the Court to the text of that letter, which is attached hereto as Exhibit D, for a full and accurate statement of its contents. In response to the second sentence of paragraph 59 of the amended complaint, the Verizon Defendants deny that Plaintiffs' letter fully complied with the claims procedures of the Verizon pension plans (*e.g.*, by purporting to bring class claims).

60. Paragraph 60 of the amended complaint purports to summarize the terms of a letter and the Verizon Defendants respectfully refer the Court to the text of that letter, which is attached hereto as Exhibit E, for a full and accurate statement of its contents. To the extent a further response is required, the Verizon Defendants admit that class-wide internal administrative claims are not recognized under the terms of the applicable Verizon plans.

61. The first sentence of paragraph 61 of the amended complaint purports to summarize the terms of the Verizon Pension Plan for New York and New England Associates and the Verizon Management Pension Plan and the Verizon Defendants respectfully refer the Court to the text of those plans, excerpts of which are attached hereto as Exhibits A and B, for a full and accurate statement of their contents. In response to the second sentence of paragraph 61

of the amended complaint, the Verizon Defendants deny that they failed timely to respond to Plaintiffs' letter.

62. The allegations of paragraph 62 of the amended complaint relate only to Idearc Inc., and therefore no response by the Verizon Defendants is required. To the extent any response is required, the Verizon Defendants deny the allegations of paragraph 62 of the amended complaint.

63. The allegations of paragraph 63 of the amended complaint relate only to Idearc Inc., and therefore no response by the Verizon Defendants is required. To the extent any response is required, the Verizon Defendants deny the allegations of paragraph 63 of the amended complaint.

64. All but the final sentence of paragraph 64 of the amended complaint purports to summarize the terms of a letter and the Verizon Defendants respectfully refer the Court to the text of that letter, which is attached hereto as Exhibit F, for a full and accurate statement of its contents. The final sentence and footnote of paragraph 64 of the amended complaint purports to summarize a federal regulation and the Verizon Defendants respectfully refer the Court to the text of that regulation for a full and accurate statement of its provisions.

65. The Verizon Defendants deny the allegations of paragraph 65 of the amended complaint, except admit that Plaintiffs' initial claim determination letter was not issued until after May 5, 2009.

66. Paragraph 66 of the amended complaint purports to quote and summarize the terms of a letter and the Verizon Defendants respectfully refer the Court to the text of that letter, which is attached hereto as Exhibit G, for a full and accurate statement of its contents.

67. Paragraph 67 of the amended complaint purports to summarize a letter and the Verizon Defendants respectfully refer the Court to the text of that letter, which is attached hereto as Exhibit H, for a full and accurate statement of its contents.

68. The first sentence of paragraph 68 of the amended complaint purports to summarize a letter and the Verizon Defendants respectfully refer the Court to the text of that letter, which is attached hereto as Exhibit I, for a full and accurate statement of its contents. The Verizon Defendants admit the allegations contained in the second sentence of paragraph 68 of the amended complaint insofar as they relate to the Verizon Defendants.

69. The allegations of paragraph 69 of the amended complaint relate only to Idearc Inc., and therefore no response by the Verizon Defendants is required. To the extent any response is required, the Verizon Defendants deny the allegations of paragraph 69 of the amended complaint.

70. Paragraph 70 of the amended complaint purports to summarize the terms of the Verizon Pension Plan for New York and New England Associates and the Verizon Management Pension Plan and the Verizon Defendants respectfully refer the Court to the text of those plans, excerpts of which are attached hereto as Exhibits A and B, for a full and accurate statement of their contents.

71. Paragraph 71 of the amended complaint purports to summarize a letter and the Verizon Defendants respectfully refer the Court to the text of that letter, which is attached hereto as Exhibit J, for a full and accurate statement of its contents.

72. The Verizon Defendants deny the allegations of paragraph 72 of the amended complaint.

73. The Verizon Defendants deny the allegations of paragraph 73 of the amended complaint, except admit that Plaintiffs' final claim determination letter was not issued until after November 14, 2009.

74. The Verizon Defendants deny the allegations of paragraph 74 of the amended complaint.

75. The Verizon Defendants deny the allegations of paragraph 75 of the amended complaint insofar as they relate to the Verizon Defendants.

76. Paragraph 76 of the amended complaint purports to summarize a federal regulation and the Verizon Defendants respectfully refer the Court to the text of that regulation for a full and accurate statement of its provisions.

77. The Verizon Defendants deny the allegations of paragraph 77 of the amended complaint insofar as they relate to the Verizon Defendants.

78. The Verizon Defendants deny the allegations of paragraph 78 of the amended complaint insofar as they relate to the Verizon Defendants, except admit that the Verizon Pension Plan for New York and New England Associates and the Verizon Management Pension Plan do not recognize class-based administrative claims.

79. The Verizon Defendants deny the allegations of paragraph 79 of the amended complaint insofar as they relate to the Verizon Defendants, except admit that Verizon's decision to transfer portions of the Verizon Pension Plan for New York and New England Associates and the Verizon Management Pension Plan to pension plans maintained by Idearc, are not subject to review under the plans' claims procedures because they relate to business decisions made by Verizon in its capacity as the sponsor of the Plans.

80. The first sentence of paragraph 80 of the amended complaint relates only to Idearc Inc., and therefore no response by the Verizon Defendants is required. To the extent any response is required, the Verizon Defendants deny the allegations set forth in the first sentence of paragraph 80. The Verizon Defendants deny the allegations of the second sentence of paragraph 80 of the amended complaint insofar as they relate to the Verizon Defendants.

81. The Verizon Defendants deny the allegations of paragraph 81 of the amended complaint insofar as they relate to the Verizon Defendants.

82. The Verizon Defendants admit the allegations of paragraph 82 of the amended complaint insofar as they relate to the Verizon Defendants, and state by way of further response that there is no requirement that pension plans have written procedures to address fiduciary duty claims.

83. The Verizon Defendants deny the allegations of paragraph 83 of the amended complaint insofar as they relate to the Verizon Defendants.

84. The Verizon Defendants deny the allegations of paragraph 84 of the amended complaint insofar as they relate to the Verizon Defendants and state, by way of further response, that Verizon timely issued a final administrative determination letter, which is attached hereto as Exhibit K, on January 12, 2010.

FIRST CLAIM FOR RELIEF

85. The Verizon Defendants incorporate and restate by reference the foregoing responses to paragraphs 1 through 84 of the amended complaint, inclusive, as if they were fully set forth herein.

86. The Verizon Defendants deny the allegations of paragraph 86 of the amended complaint insofar as they relate to the Verizon Defendants, except admit that they did not

provide to Plaintiffs all of the information requested by Nos. 1-5 and Nos. 7-9 of the February 4, 2009 letter. The Verizon Defendants state, by way of further response, that Plaintiffs were provided all materials both requested in the February 4, 2009 letter and required to be provided by Section 104(b)(4) of ERISA.

87. The Verizon Defendants do not have sufficient information to admit, and so deny, the allegations of paragraph 87 of the amended complaint.

88. The Verizon Defendants deny the allegations of paragraph 88 of the amended complaint insofar as they relate to the Verizon Defendants.

89. Paragraph 89 of the amended complaint purports to summarize the terms of a March 6, 2009 letter and the Verizon Defendants respectfully refer the Court to the text of that letter, which is attached hereto as Exhibit L, for a full and accurate statement of its contents.

90. The first sentence of paragraph 90 of the amended complaint purports to summarize a federal statute and the Verizon Defendants respectfully refer the Court to the text of that statute for a full and accurate statement of its provisions. The Verizon Defendants deny the allegations of the second sentence of paragraph 90 of the amended complaint insofar as they relate to the Verizon Defendants.

91. The Verizon Defendants deny the allegations of paragraph 91 of the amended complaint insofar as they relate to the Verizon Defendants.

92. All but the final sentence of paragraph 92 of the amended complaint purports to summarize a letter and the Verizon Defendants respectfully refer the Court to the text of that letter, which is attached hereto as Exhibit I, for a full and accurate statement of its contents. The Verizon Defendants admit the final sentence of paragraph 92 of the amended complaint and

state, by way of further response, that the requested documents are not properly a part of the administrative record for Plaintiffs' claims.

93. The first sentence of paragraph 93 of the amended complaint purports to summarize the terms of a letter and the Verizon Defendants respectfully refer the Court to the text of that letter, which is attached hereto as Exhibit I, for a full and accurate statement of its contents. The Verizon Defendants deny the remaining allegations of paragraph 93 of the amended complaint, except admit that they did not provide Plaintiffs with other retirees' letters and state, by way of further response, that other retirees' records are not properly a part of the administrative records relating to their claims or appeals.

94. The first two sentences of paragraph 94 of the amended complaint purport to summarize or quote federal law and the Verizon Defendants respectfully refer the Court to the text of the statutes, decision and regulations for a full and accurate statement of their provisions. The Verizon Defendants deny the allegations of the third sentence of paragraph 94 of the amended complaint.

95. The Verizon Defendants deny the allegations of paragraph 95 of the amended complaint.

96. The Verizon Defendants deny the allegations of paragraph 96 of the amended complaint.

97. The Verizon Defendants deny the allegations of paragraph 97 of the amended complaint and state, by way of further response, that the December 22, 2006 plan amendments were disclosed to Plaintiffs in a January 25, 2007 letter and, to the extent an SMM was legally required, that requirement was satisfied by the January 25, 2007 letter.

98. The Verizon Defendants deny the allegations of paragraph 98 of the amended complaint to the extent that they relate to the Verizon Defendants.

99. The Verizon Defendants deny the allegations of paragraph 99 of the amended complaint to the extent that they relate to the Verizon Defendants.

100. The Verizon Defendants deny the allegations of the first and third sentences of paragraph 100 of the amended complaint. The second sentence of paragraph 100 of the amended complaint purports to summarize or quote the terms of the Verizon Management Pension Plan and the Verizon Pension Plan for New York and New England Associates and the Verizon Defendants respectfully refer the Court to the text of those plans, excerpts of which are attached hereto as Exhibits A and B, for a full and accurate statement of its provisions.

101. The Verizon Defendants deny the allegations of paragraph 101 of the amended complaint to the extent that they relate to the Verizon Defendants.

102. Paragraph 102 of the amended complaint purports to quote a federal statute and the Verizon Defendants respectfully refer the Court to the text of that statute for a full and accurate statement of its provisions.

103. The Verizon Defendants admit that paragraph 103 of the amended complaint states relief that Plaintiffs' request, but deny that Plaintiffs are entitled to that or any relief.

SECOND CLAIM FOR RELIEF

104. The Verizon Defendants incorporate and restate by reference the foregoing responses to paragraphs 1 through 103 of the amended complaint, inclusive, as if they were fully set forth herein.

105. The Verizon Defendants deny the allegations of paragraph 105 of the amended complaint to the extent that they relate to the Verizon Defendants, except state that to the extent

that paragraph 105 of the amended complaint purports to quote a federal statute, the Verizon Defendants respectfully refer the Court to the text of that statute for a full and accurate statement of its provisions.

106. To the extent that paragraph 106 of the amended complaint purports to summarize the terms of a letter, the Verizon Defendants respectfully refer the Court to the text of that letter, which is attached hereto as Exhibit D, for a full and accurate statement of its contents. To the extent that the allegations of paragraph 106 of the amended complaint state a legal conclusion, no response is required. To the extent that a further response is required, the Verizon Defendants deny the allegations of paragraph 106 of the amended complaint.

107. The Verizon Defendants deny the allegations of paragraph 107 of the amended complaint and state, by way of further response, that Plaintiffs did not request investment policy guidelines from Verizon and were not entitled to receive investment policy guidelines from Verizon.

108. The Verizon Defendants deny the allegations of paragraph 108 of the amended complaint, and specifically deny the allegation that they have failed fully to comply with ERISA Section 104(b)(4).

109. Paragraph 109 of the amended complaint purports to summarize or quote federal law and the Verizon Defendants respectfully refer the Court to the text of the statutes and regulations for a full and accurate statement of their provisions.

110. The Verizon Defendants deny the allegations of paragraph 110 of the amended complaint to the extent that they relate to the Verizon Defendants.

111. The Verizon Defendants deny the allegations of paragraph 111 of the amended complaint to the extent that they relate to the Verizon Defendants.

112. Paragraph 112 of the amended complaint relates only to Idearc Inc., and therefore no response by the Verizon Defendants is required. To the extent any response is required, the Verizon Defendants deny the allegations of paragraph 112 of the amended complaint.

THIRD CLAIM FOR RELIEF

113. The Verizon Defendants incorporate and restate by reference the foregoing responses to paragraphs 1 through 112 of the amended complaint, inclusive, as if they were fully set forth herein.

114. Paragraph 114 of the amended complaint purports to summarize or quote federal law and the Verizon Defendants respectfully refer the Court to the text of the statute and decision for a full and accurate statement of their provisions.

115. The Verizon Defendants deny the allegations of paragraph 115 of the amended complaint.

116. The Verizon Defendants deny the allegations of paragraph 116 of the amended complaint, except admit that the plans contained provisions allowing for the merger and consolidation of the plans and for transfers of liabilities and assets of the plans.

117. The Verizon Defendants admit the allegations of the first two sentences of paragraph 117 of the amended complaint, except deny that Plaintiffs Noe and Murphy had any right to vested benefits from the Verizon Pension Plan for New York and New England Associates after November 17, 2006 and deny that Plaintiff Palmer had any right to vested benefits from the Verizon Management Pension Plan after November 1, 2006. The Verizon Defendants deny the allegations of the third sentence of paragraph 117 of the amended complaint, except admit that the fiduciaries of the Verizon Pension Plan for New York and New England Associates owed fiduciary duties to Plaintiffs Noe and Murphy, and that the fiduciaries

of the Verizon Management Pension Plan owed fiduciary duties to Plaintiff Palmer, prior to November 17, 2006.

118. Paragraph 118 of the amended complaint purports to summarize the terms of the Verizon Pension Plan for New York and New England Associates and the Verizon Management Pension Plan and the Verizon Defendants respectfully refer the Court to the text of those plans, excerpts of which are attached hereto as Exhibits A and B, for a full and accurate statement of their provisions. To the extent a further response is required, the Verizon Defendants deny the allegations of paragraph 118 of the amended complaint.

119. The first sentence of paragraph 119 of the amended complaint purports to quote the terms of the Verizon Pension Plan for New York and New England Associates and the Verizon Defendants respectfully refer the Court to the text of that plan, excerpts of which are attached hereto as Exhibit A, for a full and accurate statement of its provisions. The Verizon Defendants deny the allegations of the second and third sentences of paragraph 119 of the amended complaint. To the extent a further response is required, the Verizon Defendants deny the allegations of paragraph 119 of the amended complaint.

120. Paragraph 120 of the amended complaint purports to summarize the terms of the Verizon Pension Plan for New York and New England Associates or the Verizon Management Pension Plan and the Verizon Defendants respectfully refer the Court to the text of those plans, excerpts of which are attached hereto as Exhibits A and B, for a full and accurate statement of their provisions. To the extent a further response is required, the Verizon Defendants admit the allegations of paragraph 120 of the amended complaint.

121. Paragraph 121 of the amended complaint purports to summarize the terms of the Verizon Pension Plan for New York and New England Associates and the Verizon Management

Pension Plan and the Verizon Defendants respectfully refer the Court to the text of those plans, excerpts of which are attached hereto as Exhibits A and B, for a full and accurate statement of their provisions.

122. Paragraph 122 of the amended complaint purports to summarize the terms of the Verizon Pension Plan for New York and New England Associates or the Verizon Management Pension Plan and the Verizon Defendants respectfully refer the Court to the text of those plans, excerpts of which are attached hereto as Exhibits A and B, for a full and accurate statement of their provisions. To the extent a further response is required, the Verizon Defendants deny the allegations of paragraph 122 of the amended complaint.

123. The allegations of paragraph 123 of the amended complaint are so vague that the Verizon Defendants are unable to form a belief as to their truth or falsity. To the extent that an answer is required, the Verizon Defendants deny the allegations of paragraph 123 of the amended complaint.

124. The Verizon Defendants deny the allegations of paragraph 124 of the amended complaint and state, by way of further response, that the pension benefits of Plaintiffs and all other participants whose benefit liabilities were transferred to an Idearc pension plan were paid to such participants by a Verizon plan through December 31, 2006.

125. Paragraph 125 of the amended complaint purports to summarize federal law and the Verizon Defendants respectfully refer the Court to the text of the ERISA statute for a full and accurate statement of its provisions.

126. The allegations of the first sentence of paragraph 126 of the amended complaint are so vague that the Verizon Defendants are unable to form a belief as to their truth or falsity. To the extent that an answer is required, the Verizon Defendants deny the allegations of the first

sentence of paragraph 126 of the amended complaint and state, by way of further response, that they fully complied with their responsibilities, obligations and duties under ERISA. The second and third sentences of paragraph 126 of the amended complaint purport to quote the terms of the Verizon Management Pension Plan and the Verizon Defendants respectfully refer the Court to the text of that plan, excerpts of which are attached hereto as Exhibit B, for a full and accurate statement of its provisions.

127. The Verizon Defendants deny the allegations of paragraph 127 of the amended complaint.

128. The Verizon Defendants admit the allegations of paragraph 128 of the amended complaint and state, by way of further response, that all actions taken by the Verizon Defendants were in accordance with then-governing plan terms.

129. The Verizon Defendants admit that Plaintiffs invoke the teachings of the *Kennedy* decision, and respectfully refer the Court to the text of that decision for a full and accurate statement of its teachings. By way of further response, the Verizon Defendants state that they have not in any way violated the teachings of the *Kennedy* decision.

130. The Verizon Defendants deny the allegations of paragraph 130 of the amended complaint.

131. The Verizon Defendants deny the allegations of paragraph 131 of the amended complaint.

132. The Verizon Defendants deny the allegations of paragraph 132 of the amended complaint.

133. The Verizon Defendants deny the allegations of paragraph 133 of the amended complaint and state, by way of further response, that the pension benefits of Plaintiffs and all

other participants whose benefit liabilities were transferred to an Idearc pension plan were paid to such participants by a Verizon plan through December 31, 2006.

134. The Verizon Defendants deny the allegations of paragraph 134 of the amended complaint.

135. The Verizon Defendants deny the allegations of paragraph 135 of the amended complaint, except state that to the extent that paragraph 135 of the amended complaint purports to quote the Verizon Management Pension Plan, the Verizon Defendants respectfully refer the Court to the text of that plan, excerpts of which are attached hereto as Exhibit B, for a full and accurate statement of its provisions, and admit that the welfare benefit liability relating to Plaintiffs and other participants whose pension benefit liabilities were transferred to an Idearc pension plan were also transferred to Idearc or an Idearc plan.

136. The Verizon Defendants deny the allegations of paragraph 136 of the amended complaint, except state that to the extent that paragraph 136 of the amended complaint purports to quote federal law, the Verizon Defendants respectfully refer the Court to the text of that statute for a full and accurate statement of its provisions.

FOURTH CLAIM FOR RELIEF

137. The Verizon Defendants incorporate and restate by reference the foregoing responses to paragraphs 1 through 136 of the amended complaint, inclusive, as if they were fully set forth herein.

138. The Verizon Defendants deny the allegations of paragraph 138 of the amended complaint and deny that Plaintiffs are entitled to the relief requested, or any other relief.

139. The Verizon Defendants deny the allegations of paragraph 139 of the amended complaint, except admit that Plaintiffs request certain relief and state, by way of further

response, that Plaintiffs are not entitled to a declaration that the December 22, 2006 plan amendments are null and void, or to any other relief.

140. The Verizon Defendants deny the allegations of paragraph 140 of the amended complaint and deny that Plaintiffs are entitled to the relief requested, or any other relief.

FIFTH CLAIM FOR RELIEF

141. The Verizon Defendants have moved to dismiss Plaintiffs' Fifth Claim For Relief, and therefore no answer to paragraph 141 is required.

142. The Verizon Defendants have moved to dismiss Plaintiffs' Fifth Claim For Relief, and therefore no answer to paragraph 142 is required.

143. The Verizon Defendants have moved to dismiss Plaintiffs' Fifth Claim For Relief, and therefore no answer to paragraph 143 is required.

144. The Verizon Defendants have moved to dismiss Plaintiffs' Fifth Claim For Relief, and therefore no answer to paragraph 144 is required.

145. The Verizon Defendants have moved to dismiss Plaintiffs' Fifth Claim For Relief, and therefore no answer to paragraph 145 is required.

146. The Verizon Defendants have moved to dismiss Plaintiffs' Fifth Claim For Relief, and therefore no answer to paragraph 146 is required.

147. The Verizon Defendants have moved to dismiss Plaintiffs' Fifth Claim For Relief, and therefore no answer to paragraph 147 is required.

148. The Verizon Defendants have moved to dismiss Plaintiffs' Fifth Claim For Relief, and therefore no answer to paragraph 148 is required.

149. The Verizon Defendants have moved to dismiss Plaintiffs' Fifth Claim For Relief, and therefore no answer to paragraph 149 is required.

150. The Verizon Defendants have moved to dismiss Plaintiffs' Fifth Claim For Relief, and therefore no answer to paragraph 150 is required.

SIXTH CLAIM FOR RELIEF

151. The Verizon Defendants incorporate and restate by reference the foregoing responses to paragraphs 1 through 150 of the amended complaint, inclusive, as if they were fully set forth herein.

152. The Verizon Defendants admit that paragraph 152 of the amended complaint states relief that Plaintiffs request, but deny that Plaintiffs are entitled to that or any relief.

153. Paragraph 153 of the amended complaint purports to quote federal law and the Verizon Defendants respectfully refer the Court to the text of the statute for a full and accurate statement of its provisions.

154. The allegations of paragraph 154 of the amended complaint are so vague that the Verizon Defendants are unable to form a belief as to their truth or falsity. To the extent that the allegations of paragraph 154 of the amended complaint state a legal conclusion, no response is required. To the extent that an answer is required, the Verizon Defendants deny the allegations of paragraph 154 of the amended complaint.

155. The allegations of paragraph 155 of the amended complaint are so vague that the Verizon Defendants are unable to form a belief as to their truth or falsity. To the extent that an answer is required, the Verizon Defendants deny the allegations of paragraph 155 of the amended complaint.

156. The Verizon Defendants deny that the administrators of the Verizon Pension Plan for New York or New England Associates and the Verizon Management Pension Plan failed to abide by the terms of those plans as existing before December 22, 2006.

157. The Verizon Defendants deny the allegations of paragraph 157 of the amended complaint.

158. The Verizon Defendants admit that paragraph 158 of the amended complaint states relief that Plaintiffs request, but deny that Plaintiffs are entitled to that or any relief.

159. The Verizon Defendants deny the allegations of paragraph 159 of the amended complaint.

160. The Verizon Defendants deny the allegations of paragraph 160 of the amended complaint.

161. Paragraph 161 of the amended complaint purports to summarize and quote the terms of the Verizon Pension Plan for New York and New England Associates and the Verizon Defendants respectfully refer the Court to the text of that plan, excerpts of which are attached hereto as Exhibit A, for a full and accurate statement of its provisions. To the extent a further response is required, the Verizon Defendants deny the allegations of paragraph 161 of the amended complaint.

162. The allegations of the first two sentences of paragraph 162 of the amended complaint are so vague that the Verizon Defendants are unable to form a belief as to their truth or falsity. To the extent that an answer is required, the Verizon Defendants deny the allegations the first two sentences of paragraph 162 of the amended complaint. The Verizon Defendants deny the allegations of the third sentence of paragraph 162 of the amended complaint.

163. The Verizon Defendants deny the allegations of paragraph 163 of the amended complaint.

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164. The Verizon Defendants deny the allegations of paragraph 164 of the amended complaint.

165. To the extent that the allegations of paragraph 165 of the amended complaint state a legal conclusion, no response is required. To the extent a further response is required, the Verizon Defendants deny the allegations of paragraph 165 of the amended complaint.

166. The Verizon Defendants deny the allegations of paragraph 166 of the amended complaint.

167. The Verizon Defendants deny the allegations of paragraph 167 of the amended complaint.

168. The Verizon Defendants deny the allegations of paragraph 168 of the amended complaint.

CLASS ACTION ALLEGATIONS

169. The Verizon Defendants admit that Plaintiffs purport to bring a class action and that the retirees whose benefit liabilities were transferred to an Idearc pension plan could be identified through a search of Verizon records, but deny that class action treatment of this case is appropriate and otherwise deny the allegations of paragraph 169 of the amended complaint.

170. The Verizon Defendants admit that Plaintiffs purport to bring a class action pursuant to Federal Rule of Civil Procedure 23, but deny that class action treatment of this case is appropriate under any provision of that rule.

171. The Verizon Defendants deny the allegations of paragraph 171 of the amended complaint, except admit that the precise size of the putative class is presently unknown.

172. The Verizon Defendants admit the allegations of paragraph 172 of the amended complaint.

173. The Verizon Defendants do not have sufficient information to admit, and so deny, the allegations of paragraph 173 of the amended complaint.

174. The Verizon Defendants do not have sufficient information to admit, and so deny, the allegations of paragraph 174 of the amended complaint.

175. The Verizon Defendants do not have sufficient information to admit, and so deny, the allegations of paragraph 175 of the amended complaint, except admit that Curtis L. Kennedy has experience in ERISA cases.

176. The Verizon Defendants deny the allegations of paragraph 176 of the amended complaint.

177. The Verizon Defendants deny the allegations of paragraph 177 of the amended complaint.

178. The Verizon Defendants deny the allegations of paragraph 178 of the amended complaint.

179. The Verizon Defendants deny the allegations of paragraph 179 of the amended complaint.

180. The Verizon Defendants deny the allegations of paragraph 180 of the amended complaint.

The Verizon Defendants deny each and every allegation of the amended complaint not heretofore specifically admitted.

PRAYER FOR RELIEF

With respect to Plaintiffs' prayer for relief, the Verizon Defendants deny that Plaintiff is entitled to the relief requested, or any other relief.

The Verizon Defendants request that the Court:

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

AFFIRMATIVE AND OTHER DEFENSES

The Verizon Defendants, in the alternative and without prejudice to the denials and other statements made in their Answer to the amended complaint, for their Affirmative and Other Defenses, state as follows:

FIRST DEFENSE

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

THIRD DEFENSE

The 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 putative 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 purported class have signed agreements that release their claims, promise not to

sue the Verizon Defendants, or otherwise promise not to assert claims against the Verizon Defendants.

FIFTH DEFENSE

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

The Verizon Defendants reserve the right to assert, and hereby give notice that they intend to rely upon, any other defense that may become available or appear during discovery proceedings or otherwise in this case and hereby reserve the right to amend their Answer to assert any such defense.

Dated: March 10, 2010

Respectfully submitted,

By: /s/ Jeffrey G. Huvelle
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Attorneys for the Verizon Defendants

CERTIFICATE OF SERVICE

I hereby certify that on March 10, 2010, I caused a true and correct copy of the foregoing instrument to be served on counsel for Plaintiffs via the Court's electronic filing system as set forth in Miscellaneous Order 61 as follows:

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/s/ Christopher L. Kurzner
Christopher L. Kurzner