

THIS IS A NOTICE OF A LAWSUIT SETTLEMENT.

A federal court has authorized this Notice. This is not a solicitation from a lawyer.

**YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THIS ACTION
WHETHER YOU ACT OR DON'T ACT. PLEASE READ THE NOTICE CAREFULLY.**

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

SUPERMEDIA INC., ET AL.,

Plaintiffs,

v.

SANDRA NOE, ET AL.,
individually and on behalf of
all others similarly-situated,

Defendants.

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**CIVIL ACTION NO.
3:12-CV-2034-G**

NOTICE OF CLASS ACTION SETTLEMENT

TO: ALL RETIREES WHO WERE PARTICIPANTS IN SUPERMEDIA'S HEALTH AND WELFARE BENEFIT PLANS AND WHOSE RIGHTS TO BENEFITS WERE AFFECTED BY THE JUNE 25, 2012 AMENDMENTS, THE OCTOBER 15, 2012 AMENDMENTS, OR THE APRIL 30, 2013 AMENDMENTS (THE "SETTLEMENT CLASS" OR "CLASS").

The following statement is being issued by the Law Office of Curtis L. Kennedy, Kilgore & Kilgore Lawyers, and Fulbright & Jaworski LLP regarding *SuperMedia Inc., et al. v. Noe, et al.*, a civil action in the United States District Court for the Northern District of Texas, Dallas Division, No. 3:12-CV-2034-G (the "Action" or "Lawsuit").

YOU ARE HEREBY NOTIFIED that a hearing will be held on April 22, 2014 at 10:00 a.m. in the United States District Court for the Northern District of Texas, Dallas Division (the "Court"), Courtroom 1306, United States Courthouse, Dallas Division, 1100 Commerce Street, Dallas, Texas 75242, in connection with the proposed settlement (the "Settlement") of the Action. The Court will determine whether to approve the Settlement of the Action based on whether it is fair, reasonable, and adequate.

Summary of Class Action and Proposed Settlement

This Lawsuit concerns the rights of Plaintiffs SuperMedia Inc., Dex Media, Inc., SuperMedia LLC, SuperMedia Services Inc., SuperMedia Sales Inc., Dex Media, Inc. Benefits and Compensation Committee, SuperMedia Employee Benefits Committee, and Idearc Inceptor LTD (collectively, "SuperMedia" or "Plaintiffs") to amend, modify or terminate certain of its retiree health and welfare benefit plans, under the Employee Retirement Income Security Act of 1974 ("ERISA").

This Lawsuit does *not* concern pension benefits. Also, this Lawsuit has *no* effect on any retiree’s claims made in the separately pending *Murphy, et. al., v. Verizon Communications, Inc., et. al.*, case.

SuperMedia alleges that the amendments it made in 2012 and 2013 to health and welfare benefit plans (the “Amendments”) are valid and enforceable and that, generally, SuperMedia has the right to unilaterally modify, amend or terminate certain of the benefits of those plans at its discretion.

Under the terms of the Settlement, the Court will issue declarations that SuperMedia has the right to amend, modify or terminate the health and welfare benefit plans. The “Declarations” are set forth in Question 6 below. If approved, the Settlement would also result in a general release by all Settlement Class Members of all actual and potential claims they may have against Plaintiffs relating to the Amendments or to the claims in the Action (the “Release”). SuperMedia will be responsible for paying the retirees’ reasonable and necessary court costs and attorneys’ fees, including the costs and attorneys’ fees incurred by counsel for the Settlement Class Members, which the parties have agreed to be \$140,000.00. Therefore, the Settlement Class Members will pay nothing if the Settlement is approved. The Court will exclude a Settlement Class Member from the Settlement if he or she so requests, in the time and manner described below.

The declaratory judgment will have a binding effect on all parties and all Settlement Class Members who remain a Settlement Class Member after final Court approval.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	You do not have to do anything to become a Settlement Class Member. If you do nothing, under the Settlement, SuperMedia will pay all attorneys’ fees and costs incurred by your Class Counsel (as defined below), you will release any claims against SuperMedia, and this Lawsuit will be completely resolved.
OBJECT BY APRIL 8, 2014	You may write to the Court about why you do not like the Settlement.
OPT-OUT BY MARCH 27, 2014	You may opt-out to exclude yourself from the Settlement.

QUESTIONS AND ANSWERS

This section contains more detailed information about the Settlement and your rights and options. Please read this section completely.

BASIC INFORMATION

1. Why did I get this notice package?

You may have been a former employee of SuperMedia or one of its subsidiary or predecessor entities (such as SuperMedia Inc., SuperMedia LLC, SuperMedia Services, Inc., SuperMedia Sales Inc., Idearc Inceptor LTD, Verizon Communication Inc., GTE Corporation, f/k/a General Telephone & Electronics Corporation, Bell Atlantic, and NYNEX Corporation) and were or are currently a participant in one of SuperMedia’s retiree health and welfare benefit plans. SuperMedia made changes to the following plans through the Amendments:

- The Retiree Health & Welfare Summary Plan Descriptions: Pre-65
- The Retiree Health & Welfare Summary Plan Descriptions: 65+ Medicare
- The Retiree Health & Welfare Summary Plan Descriptions: Mid-Atlantic Plan

You may be a retiree or beneficiary affected by these Amendments and received notice of the changes on or about June 26, 2012. If so, you are a Settlement Class Member.

The parties have agreed that the litigation commenced by SuperMedia against retirees should be ended since counsel for the retirees (including the Class) agrees with SuperMedia that, pursuant to federal ERISA law as repeatedly interpreted by the federal courts, SuperMedia had the right to make the changes to the retiree benefits and plans contained in the Amendments.

The Court directed that this Notice of Settlement be sent to all Settlement Class Members because they have a right to know about the proposed settlement of this class action (including the proposed Declarations that will be binding on the Settlement Class Members if the Settlement is approved), and about all of their options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, the Court will enter a declaratory judgment declaring SuperMedia’s right to amend or terminate the plans and will award attorneys’ fees and costs to the Settlement Class Members. **If approved, the Settlement will completely settle and resolve this class action, and all Settlement Class Members will be bound by the Declarations and the Release.**

2. What is this lawsuit about?

This case involves Amendments that SuperMedia made to the retiree health and welfare plans on June 25, 2012, on October 15, 2012, and on April 30, 2013, and, generally, SuperMedia’s rights to make amendments to the plans. The Amendments changed the plans and the benefits that participants receive under the plans. Some retirees who were affected by the changes objected to the Amendments or made a claim for benefits. SuperMedia filed this action for declaratory judgment against participants Sandra Noe, Carl Ohnstad, Claire Palmer and numerous other retirees (“Defendants”), individually and as representatives of retirees who are similarly situated to one or more of them, so that the Court may declare that the Amendments are valid and that SuperMedia has the right to amend or terminate certain of the benefits of the plans.

While Defendants now agree that SuperMedia had the right to make the Amendments and changes to the plans, Defendants have demanded that SuperMedia be responsible for paying the court costs and attorneys’ fees incurred by counsel for the Settlement Class (“Class Counsel”) in connection with this Lawsuit. In the Settlement, SuperMedia has agreed to pay all attorneys’ fees and costs for Class Counsel in the amount of \$140,000.00.

3. Why is this a class action?

In a class action, one or more people, called class representatives, are designated to represent people who are similarly situated or may have similar claims. All of these people are members of the Class. Bringing a case as a class action allows the resolution of many similar issues of persons by one court, so that there are not inconsistent determinations for each person. Defendants Noe, Ohnstad and Palmer were former employees of SuperMedia or its predecessor entities, and they were each affected by the Amendments. This kind of action may be more convenient and fair because the issues applicable to the Class Members, who were all participants in SuperMedia’s plans, involve the same questions of law and fact.

THE SETTLEMENT

4. Why is there a settlement?

The Court granted preliminary approval of the Settlement on January 10, 2014. If the case had not settled, SuperMedia intended to continue the Lawsuit, to seek declaratory judgment, and to seek costs and fees. If the case had not settled, Class Counsel intended to seek an award of attorneys' fees and costs for having to defend the retirees who were sued by SuperMedia.

The Court ordered the parties to participate in a mediation. Pursuant to the Court-ordered mediation, the parties negotiated with the help of a neutral, third party mediator and agreed to the terms of the Settlement. Under the law, SuperMedia's plans provide it with the right to modify, amend or terminate the plans, in a manner consistent with the Amendments. The Settlement is best for all parties because it will allow for resolution of the case in accordance with the terms of the plans and with all costs and fees assessed against SuperMedia so that the Defendant Class does not have to pay anything, including their attorneys' fees and costs.

5. How do I know if I am a Settlement Class Member?

You are a Settlement Class Member if you received this Notice, you were a participant in one of SuperMedia's health and welfare retiree benefit plans, and your benefits were affected by one or more of the Amendments.

You are NOT a Settlement Class Member if any of the following apply to you:

- ***You are a current employee of SuperMedia.***
- You are subject to the Medical Executive Replacement Plan ("MERP").
- You are a former bargaining unit employee of one of the below listed labor unions AND you retired on or after December 7, 2008 (the "Post 2008 NY/NE Retirees"):
 - International Brotherhood of Electrical Workers, AFL-CIO Local 2213
 - Communications Workers of America, AFL-CIO Local 1301
 - Communications Workers of America, AFL-CIO Local 1302

If you are still not sure whether you are included, you can ask for free help. You can call the Settlement Administrator at 1-855-330-5896 for more information.

6. What is the proposed settlement?

Under the Settlement, the litigation against the retirees will be ended, and SuperMedia will pay reasonable and necessary attorneys' fees and costs to Class Counsel in the amount of \$140,000.00 (one hundred forty thousand dollars and no cents), and the Settlement Class Members will release any and all claims against SuperMedia (and its parent, successor, or related companies) related to SuperMedia's amendments to or termination of the plans. The Court will additionally issue the following Declarations:

1. The June 25, 2012 amendments, the October 15, 2012 amendments, and the April 30, 2013 amendments (collectively, the “Amendments”) enacted by SuperMedia are legal, valid, binding, and enforceable;
2. The Amendments enacted by SuperMedia do not violate, conflict with, or breach any provision of or obligation under the retiree health and welfare benefits plans, collective bargaining agreements, or any other operative agreements;
3. As to retirees who (i) are not subject to the GTE Change in Control¹, (ii) are not subject to the MERP², and (iii) are not Post-2008 NY/NE Retirees³, SuperMedia has the unilateral right to modify, amend, revoke or terminate the plans or any provisions therein at any time;
4. As to GTE retirees who are subject to the provisions of the GTE Change in Control, SuperMedia has the unilateral right to modify or amend: (i) the co-payments, deductibles, and other requirements for coverage and benefits; and (ii) the administration, design, coverage, and benefits of the plans.

The Settlement also includes a Release by all Settlement Class Members of all actual or potential claims relating to the Amendments or to the claims in the Action. The Release would thus bar Settlement Class Members from filing additional lawsuits relating to the Amendments or to the claims in the Action. If the Settlement is approved, the Declarations and Release will be binding on all Settlement Class Members.

If the Court approves the Settlement, it will resolve all claims, and this Lawsuit will end.

COSTS

7. Do I have to pay anything?

No. If you are a Settlement Class Member, you will not have to pay anything in connection with this Lawsuit. As part of the Settlement, SuperMedia has agreed to pay reasonable and necessary attorneys’ fees and costs to Class Counsel for the Settlement Class Members.

If you choose to opt-out so you are not a Settlement Class Member, however, and you decide to make an appearance in Court (with or without an attorney that you choose to hire on your own), you will be responsible for any costs or attorneys’ fees you incur as a result.

¹ Retirees who are subject to the GTE Change in Control are retirees who (i) were participants in the GTE Retiree Choices Medical Plan as of May 18, 1999 and (ii) either (a) retired from GTE before May 18, 1999 (other than with a deferred vested pension) or (b) retired (other than with a deferred vested pension) from GTE or any successor after May 18, 1999 and were within five years of reaching eligibility for retirement (not including eligibility for a deferred vested pension) under the applicable GTE pension plan as of May 18, 1999, as set forth in the “Amendments to the Plan for Group Insurance, the Plan for Bargained Retired Group Insurance, All Other Group Life Insurance and Group Medical Insurance Plans that Provide Benefits to Retired Employees and Summary Plan Descriptions” that was adopted by GTE on May 7, 1999.

² Retirees who are subject to the MERP are: Joseph Porter, Charles Higgins, Wayne Kauffman, Donald Marinari, Al Dilorenzo, Audrey Tracey, Adeline Feltmann and Lester Luedecker.

³ Post 2008 NY/NE Retirees are those who (i) were formerly bargaining unit employees represented by one of the following three labor unions: (a) the International Brotherhood of Electrical Workers, AFL-CIO Local 2213, a party to the Collective Bargaining Agreement between Idearc Media North Greenbush, NY – Directory Clerical Unit and International Brotherhood of Electrical Workers, AFL-CIO Local 2213 that became effective on December 7, 2008; (b) Communications Workers of America, AFL-CIO Local 1301, a party to the Collective Bargaining Agreement between Idearc Media and Communications Workers of America, AFL-CIO Local 1301 Directory Sales that became effective on December 7, 2008; or (c) Communications Workers of America, AFL-CIO Local 1302, a party to the Collective Bargaining Agreement between Idearc Media New England Directory Clerical Unit and Communications Workers of America, AFL-CIO Local 1302 that became effective on December 7, 2008; and (ii) retired on or after December 7, 2008. The benefits of Post 2008 NY/NE Retirees are not affected by the Amendments.

OPT-OUT

8. Can I exclude myself from the Class so that I am not a Settlement Class Member?

Yes. If you wish to opt-out from the Settlement, you may submit a request to be excluded and follow the procedures set forth below. If you opt-out, SuperMedia will not release any right to sue or bring claims against you, and you will not release any claims you may have against SuperMedia.

9. How do I exclude myself?

If you wish to be excluded from the Settlement Class, you can exclude yourself from both the class action and the Settlement by sending a written request for exclusion.

In order to exclude yourself from this Settlement, you must mail a request to be excluded from the Settlement Class. Your request must:

- be made in writing,
- state that you wish to be excluded from the Settlement Class in *SuperMedia Inc., et al. v. Noe, et al.*, Civil Action No. 3:12-CV-2034-G, and
- list your name, fax number or e-mail address, and street address.

Your request must be mailed by First-Class Mail and must be received by the Settlement Administrator by March 27, 2014.

SuperMedia Health & Welfare Settlement Administrator

P.O. Box 43242
Providence, RI 02940-3242

The Settlement Administrator will notify the Court of your request for exclusion. If your request does not comply with these requirements, it will not be effective.

LAWYERS

10. Do I have a lawyer in this case?

Yes. Your attorneys will be Class Counsel, who have represented retirees throughout this litigation:

Curtis L. Kennedy
Texas State Bar No. 11284320
Colorado State Bar No. 12351
8405 E. Princeton Avenue
Denver, Colorado 80237-1741
Telephone: (303) 770-0440
Email: CurtisLKennedy@aol.com

and

Robert E. Goodman, Jr.
Texas State Bar No. 08158100
Kilgore & Kilgore Lawyers
3109 Carlisle Street
Dallas, Texas 75204
Telephone: (214) 969-9099
Fax: (214) 953-0133
Email: reg@kilgorelaw.com

If you do not want to be represented by Class Counsel, you may request to exclude yourself from the Class, or you may enter an appearance in the Action, at your own expense, individually, or through counsel of your own choice.

11. How will Class Counsel be paid?

As part of the Settlement, SuperMedia will pay the reasonable and necessary attorneys' fees and costs of Class Counsel. Therefore, you will not have to pay any of the attorneys' fees or costs for Class Counsel.

OBJECTING TO THE SETTLEMENT

12. Can I tell the Court that I do not like the proposed settlement?

Yes. You can tell the Court that you do not agree with the proposed Settlement.

13. How do I tell the Court that I do not like the proposed settlement?

Your objection must be in writing and delivered by hand or sent by First-Class Mail. Your objection must be received by the following people no later than April 8, 2014 (14 days prior to the hearing).

1. The Clerk of the Court, United States District Court for the Northern District of Texas, Dallas Division, at United States Courthouse, 1100 Commerce Street, Courtroom 1306, Dallas, TX 75242
2. Richard Krumholz at Fulbright & Jaworski LLP, 2200 Ross Avenue Suite 2800, Dallas, TX 75201
3. Curtis L. Kennedy at 8405 East Princeton Ave., Denver, CO 80237
4. Robert E. Goodman, Jr. at Kilgore & Kilgore Lawyers, 3109 Carlisle Street, Dallas, TX 75204

If you do not make a written objection in this manner, your objection will be waived.

THE COURT'S SETTLEMENT & FAIRNESS HEARING

14. When and where will the Court decide whether to approve the proposed settlement?

The Court will hold a Settlement Fairness Hearing at 10:00 a.m. on April 22, 2014, at the United States District Court for the Northern District of Texas, Dallas Division, United States Courthouse, 1100 Commerce Street, Room 1306, Dallas, Texas 75242. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate, including the payment by SuperMedia of attorneys' fees and costs to Class Counsel. The Court will take into consideration any written objections filed in accordance with the instructions in Question 13. The Court may also listen to people who have properly indicated, within the deadline identified above, an intention to speak at the hearing; but decisions regarding the conduct of the hearing will be made by the Court. See Question 16 for more information about speaking at the hearing. After the hearing, the Court will issue its decision. We do not know how long that will take.

You should be aware that the Court may change the date and time of the Settlement Fairness Hearing. Thus, if you want to come to the hearing, you should check with the Settlement Administrator before coming to be sure that the date and/or time has not changed.

15. Do I have to come to the hearing?

No. SuperMedia's Counsel and Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time and it complies with the Court's requirements, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Settlement Class Members who support the Settlement do not need to appear at the hearing or take any other action to indicate their approval.

16. Can I speak at the hearing?

Yes. If you object to the Settlement, you may ask the Court for permission to speak at the Settlement Fairness Hearing by stating in your written objection that you intend to speak at the Settlement Fairness Hearing. If you would like to present evidence at the Settlement Fairness Hearing, you must include in your written objection a list of any witnesses you may call to testify, a list of any exhibits you intend to introduce into evidence at the hearing, and copies of those exhibits. Unless otherwise ordered by the Court, you cannot speak at the hearing if you excluded yourself from the Settlement Class or if you have not provided written notice of your intention to speak at the hearing by the deadline identified in Question 13 and in accordance with the procedures described.

IF YOU DO NOTHING

17. What happens if I do nothing?

If you are a Settlement Class Member and you do nothing, this case will be completely resolved upon the Court's final approval of the Settlement, the terms of which have been summarized above.

MORE INFORMATION

18. Can I get more details about the proposed settlement?

This Notice summarizes the proposed Settlement. If you would like more details, you can get a copy of the Settlement Agreement by sending a written request to the Settlement Administrator.

Also, the Settlement Agreement, as well as other important court filings, have been posted by both Class Counsel and the Settlement Administrator at the following websites: http://www.belltelretirees.org/index.php?option=com_content&view=article&id=66&Itemid=66 which is maintained by the Association of BellTel Retirees Inc. and <http://www.supermediahealthandwelfaresettlement.com>.

Additionally, a complete set of all items filed with the Court can be found at the office of the Clerk of the Court, United States District Court for the Northern District of Texas, Dallas Division, United States Courthouse, 1100 Commerce Street, Room 1404, Dallas, Texas 75242. However, the Clerk cannot make copies and send them to you. If you want to look at anything in the file, you will have to appear in person at the Clerk's office.

Please address any questions and communications regarding this Notice or the Settlement to the Settlement Administrator:

SuperMedia Health & Welfare Settlement Administrator
P.O. Box 43242
Providence, RI 02940-3242

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