

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

SUPERMEDIA INC., ET AL.,)	
)	
Plaintiffs,)	
)	CIVIL ACTION NO.
VS.)	
)	3:12-CV-2034-G
SANDRA NOE, CARL OHNSTAD, and)	
CLAIRE PALMER, individually, and on)	
behalf of all others similarly situated,)	
)	
Defendants.)	

ORDER FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT

The parties' joint motion for preliminary approval of class action settlement (docket entry 131) is **GRANTED**.

For the reasons and on the terms set forth below, the court preliminarily approves the proposed settlement between plaintiffs Dex Media, Inc., SuperMedia Inc., SuperMedia LLC, SuperMedia Services Inc., SuperMedia Sales Inc., Dex Media, Inc. Benefits and Compensation Committee, SuperMedia Employee Benefits Committee, and Idearc Inceptor LTD and defendants Sandra Noe, Carl Ohnstad, and Claire Palmer, both individually and as representatives of the defendant Class.

WHEREAS, on or about June 26, 2012, plaintiffs filed an Original Class Action Complaint for Declaratory Judgment in this court, in which plaintiffs alleged certain claims against defendants, such lawsuit originally being styled and numbered as *SuperMedia Inc., et al. v. Carol Foy, et al.*, Civil Action No. 3:12-CV-2034-G (the “Lawsuit”);

WHEREAS, defendants denied various of the claims asserted in the Lawsuit and made counterclaims against plaintiffs, which have been dismissed by order of the court; and

WHEREAS, the Parties entered a Settlement Agreement (the “Agreement”) to settle all claims that have been asserted between them in the Lawsuit and have moved for approval of a proposed class-wide settlement (the “Settlement”); and

WHEREAS, the court has determined that the Settlement satisfies the requirements for preliminary approval, that notice should be sent to class members, and that a hearing should be scheduled to determine whether final judgment should be entered pursuant to the Settlement.

It is hereby **ORDERED** that:

1. The court has read and considered the Agreement and the Exhibits annexed hereto. All defined terms used herein shall have the same meanings as set forth in the Agreement.

2. After a preliminary review, the Settlement appears to be within a range of fairness, reasonableness, and adequacy that is sufficient to warrant (i) notice thereof as set forth below; and (ii) a full hearing on the settlement. Accordingly, the court does hereby preliminarily approve the Agreement and the settlement set forth therein, subject to further consideration at the Settlement Hearing described below.

3. A hearing (the "Settlement Hearing") shall be held before this court on **Tuesday, April 22, 2014, at 10:00 a.m. in Courtroom 1306**, to determine whether (i) the proposed settlement of the Lawsuit on the terms and conditions provided for in the Agreement is fair, reasonable, and adequate to the Defendant Class and should be approved by the court; and (ii) a Final Approval Order as provided in the Agreement should be entered herein.

4. Pursuant to Rules 23 of the Federal Rules of Civil Procedure, the court hereby certifies, for purposes of effectuating and enforcing this settlement only, an opt-out class (the "Defendant Class"). The Defendant Class shall consist of all former bargaining and former non-bargaining employees of SuperMedia Inc., SuperMedia LLC, SuperMedia Services, Inc., SuperMedia Sales Inc., SuperMedia Employee Benefits Committee, and Idearc Inceptor LTD, including former employees of any of their predecessors, including former employees of Verizon Communication Inc., GTE Corporation, f/k/a General Telephone & Electronics Corporation, Bell Atlantic, and NYNEX Corporation, who were participants in SuperMedia's health

and welfare benefit plans (“Plans”) as of the time of the enactment of the June 25, 2012 amendments; the October 15, 2012 amendments; or the April 23, 2013 amendments (collectively, the “Amendments”). The Defendant Class excludes current bargained-for employees of SuperMedia Inc. whose collective bargaining agreements cover retiree health and welfare benefits and current management employees. Notwithstanding any of the foregoing, the Defendant Class shall consist of the broadest possible class of individuals described above that can be approved by the court under applicable law.

5. The court approves, as to form and content, the Notice of Settlement of Class Action (the “Notice”) and finds that the mailing and distribution of the Notice, substantially in the manner and form set forth below, meet the requirements of Federal Rules of Civil Procedure 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

6. Plaintiffs shall undertake the administrative responsibility for giving notice to the Defendant Class and are authorized to hire a settlement notice administrator (the “Notice Administrator”) of plaintiffs’ choosing to effectuate such notice subject to such supervision and direction of plaintiffs or the court as may be necessary or the circumstances require as more fully set forth below. Plaintiffs shall pay all reasonable costs and expenses in providing notice to the Defendant Class.

7. Not later than 45 days before the date of the Settlement Hearing (the “Notice Date”), plaintiffs or their agents shall cause a copy of the Notice to be mailed by First-Class Mail to all members of the Defendant Class (“Defendant Class Members”) who can be identified with reasonable effort.

8. At least fourteen (14) calendar days prior to the Settlement Hearing, plaintiffs’ counsel shall cause to be filed with the court proof, by affidavit or declaration, of such mailing.

9. All Defendant Class Members shall be bound by all determinations and judgments in the Lawsuit concerning the settlement, whether favorable or unfavorable to the Defendant Class.

10. Any Defendant Class Member may enter an appearance in the Lawsuit, at their own expense, individually, or through counsel of their own choice. If they do not enter an appearance, they will be represented by Class Counsel.

11. All proceedings in the Lawsuit other than those necessary to effectuate the settlement shall hereby be stayed until the Effective Date of the Settlement.

12. Defendants and Defendant Class Members, and any of them, are hereby barred and enjoined from commencing, prosecuting, instigating, litigating, or in any way participating in the commencement, prosecution, or litigation of any action asserting any Released Claim, either directly, representatively, derivatively, or in any other capacity, against any of the Released Parties until further notice of this court.

13. Any Defendant Class Member may appear and show cause, if he, she or it has any reason why the proposed settlement should or should not be approved as fair, reasonable, and adequate, or why the Order Finally Approving Class Action Settlement should or should not be entered thereon provided, however, that no Defendant Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed settlement, or, if approved, the Order Finally Approving Class Action Settlement to be entered thereon approving the same unless that Person has delivered by hand or sent by First-Class Mail written objections and copies of any papers and briefs, such that they are received 14 or more days before the Settlement Hearing by: Richard Krumholz at FULBRIGHT & JAWORSKI LLP, 2200 Ross Avenue, Suite 2800, Dallas, Texas 75201, Curtis L. Kennedy at 8405 East Princeton Avenue, Denver, Colorado 80237 and Robert E. Goodman, Jr. at KILGORE & KILGORE PLLC, 3109 Carlisle Street, Suite 200, Dallas, Texas 75204. Any Member of the Defendant Class who does not make his, her, or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed settlement as incorporated in the Agreement unless otherwise ordered by the court.

14. All papers including memoranda or briefs in support of the settlement or the award of attorneys' fees and expenses shall be filed and served twenty one (21) calendar days prior to the deadline for Defendant Class Members to object to the

settlement; and reply briefs or other papers supporting the settlement or attorneys' fees and expenses shall be filed and served seven (7) calendar days before the Settlement Hearing.

15. The court reserves the right to adjourn the date of the Settlement Hearing without further notice to Defendant Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement. The court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Defendant Class.

January 10, 2014.



A. JOE FISH
Senior United States District Judge