

I. NOTICE OF HEARING ON PROPOSED SETTLEMENT

A hearing (the "Settlement Hearing") will be held on November 12, 2013, at 10:00 a.m., before the Honorable Ed Kinkeade, United States District Judge, at the United States District Court for the Northern District of Texas, Earle Cabell Federal Building and United States Courthouse, 1100 Commerce Street, Courtroom 1627, Dallas, Texas 75242. The purpose of the Settlement Hearing will be to determine: (1) whether the Settlement consisting of Thirty-Three Million, Seven Hundred and Fifty Thousand Dollars (\$33,750,000.00) in cash plus accrued interest on the Settlement Fund should be approved as fair, reasonable, and adequate to the Class, which would result in this Action being dismissed with prejudice against the Released Persons as set forth in the Settlement Agreement dated June 7, 2013; (2) whether the proposed plan to distribute the settlement proceeds (the "Plan of Distribution") is fair, reasonable, and adequate; and (3) whether the application by Lead Counsel for an award of attorneys' fees and expenses should be approved. The Court may adjourn or continue the Settlement Hearing without further notice to the Class.

II. DEFINITIONS USED IN THIS NOTICE

1. "Authorized Claimant" means any member of the Class who submits a timely and valid Proof of Claim and Release form and whose claim for recovery has been allowed pursuant to the terms of the Settlement Agreement.
2. "Claims Administrator" means the firm of Gilardi & Co. LLC.
3. "Class" means all persons, without geographic limitation, who purchased Idearc, Inc. securities during the period from August 9, 2007 through and including October 30, 2008, and who were damaged by Defendants' alleged violations of sections 10(b) and/or 20(a) of the Securities Exchange Act of 1934. Excluded from the class are Defendants and members of their immediate families, any entity in which a defendant has a controlling interest, and the legal representatives, heirs, successors or assigns of any such excluded party.
4. "Class Member" means a Person who falls within the definition of the Class as set forth above.
5. "Class Period" means the period from August 9, 2007 to October 30, 2008, inclusive.
6. "Defendants" means Katherine J. Harless, Andrew Cotichio, Samuel D. Jones, Frank P. Gatto, and Scott W. Klein.
7. "Effective Date" means the first date by which all of the events and conditions specified in paragraph 8.1 of the Settlement Agreement have been met and have occurred.
8. "Escrow Account" means the account controlled by the Escrow Agent.
9. "Escrow Agent" means Robbins Geller Rudman & Dowd LLP or its successor(s).
10. "Final" means when the last of the following with respect to the Judgment approving the Settlement, in the form of Exhibit B attached to the Settlement Agreement, shall occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) the expiration of the time in which to appeal the Judgment has passed without any appeal having been taken; and (iii) if a motion to alter or amend is filed or if an appeal is taken, the determination of that motion or appeal in such a manner as to permit the consummation of the Settlement, in accordance with the terms and conditions of the Settlement Agreement. For purposes of this paragraph, an "appeal" shall include any petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of this Settlement, but shall not include any appeal which concerns only the issue of attorneys' fees and expenses or any Plan of Distribution of the Settlement Fund.
11. "Judgment" means the judgment and order of dismissal with prejudice to be rendered by the Court upon approval of the Settlement, in the form attached to the Settlement Agreement as Exhibit B.
12. "Lead Counsel" means Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101.
13. "Net Settlement Fund" means the portion of the Settlement Fund that shall be distributed to Authorized Claimants as allowed by the Settlement Agreement, the Plan of Distribution, or the Court.
14. "Person" means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and his, her or its spouses, heirs, predecessors, successors, representatives, or assignees.
15. "Plaintiffs" means Kentucky State District Council of Carpenters Pension Trust Fund and Kenneth Werring.
16. "Plaintiffs' Counsel" means any counsel who filed a complaint in the Action or any action that has been consolidated with the Action, with the exception of the action styled *Corwin v. Klein*, Cause No. 017-237208-09, in the District Court of Tarrant County, Texas, which was consolidated for discovery purposes only.
17. "Plan of Distribution," as further defined in §VII of this Notice, means a plan or formula of allocation of the Net Settlement Fund whereby the Settlement Fund shall be distributed to Authorized Claimants after payment of expenses of notice and administration of the Settlement, Taxes and Tax Expenses, and such attorneys' fees, costs, expenses, and interest, and other expenses as may be awarded by the Court. Any Plan of Distribution is not part of the Settlement Agreement and the Released Persons shall have no responsibility or liability with respect thereto to the Plan of Distribution.
18. "Related Persons" means, with respect to the Defendants, each and all of their respective present or former parents, subsidiaries, affiliates, successors and assigns, and each and all of their respective present or former officers, directors, employees, employers, attorneys, accountants, financial advisors, commercial bank lenders, insurers, reinsurers, investment bankers, representatives, general and limited partners and partnerships, heirs, executors, administrators, successors, affiliates, agents, spouses, associates, and assigns of each of them or any trust of which any Defendant and/or their Related Persons is the settlor or which is for the benefit of any Defendant and/or their Related Persons and/or member(s) of his or her family and any entity in which any such Defendant and/or their Related Persons has a controlling interest.
19. "Released Claims" means any and all claims, causes of action, rights, actions, suits, obligations, debts, demands, judgments, agreements, promises, liabilities, damages, losses, controversies, costs, expenses or attorney fees, of every nature and description whatsoever that were, may have been, or could have been asserted in the Action and whether direct or indirect, now known or unknown, suspected or unsuspected, accrued or unaccrued, in law or in equity whether having arisen or yet to arise, including, without limitation, any claims of violations of federal or state securities laws and any federal or state claims of fraud, intentional misrepresentation, negligent misrepresentation, negligence, gross negligence, breach of duty of care and/or

breach of duty of loyalty, breach of fiduciary duty, or violations of any state or federal statutes, rules or regulations (including “Unknown Claims” as defined below), that have been or could have been alleged or asserted now or in the future by the Plaintiffs or any Class Member against the Defendants or any of them or any of the Released Persons in this Action or in any other court action or before any administrative body, tribunal, arbitration panel, or other adjudicatory body, arising out of, relating to, or in connection with: (a) both a Class Member’s purchase(s), acquisition(s), sale(s), or disposition(s) of Idearc securities during the Class Period and the acts, facts, transactions, events, occurrences, disclosures, statements, omissions, or failures to act that were alleged, may have been alleged, or could have been alleged in the Action; or (b) any claims relating to the institution, prosecution, assertion, settlement, or resolution of the Action.

20. “Released Persons” means each and all of Defendants and each and all of their Related Persons.

21. “Settlement Fund” means Thirty-Three Million, Seven Hundred and Fifty Thousand Dollars (\$33,750,000.00) in cash paid by Defendants’ insurers pursuant to paragraph 3.1 of the Settlement Agreement, together with all interest and income earned thereon after being transferred to an account controlled by the Escrow Agent. Such amount is paid as consideration for full and complete settlement of all the Released Claims.

22. “Settling Parties” means Defendants and Plaintiffs on behalf of themselves and the Class Members.

23. “Unknown Claims” means any Released Claims which Plaintiffs or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived to the fullest extent permitted by law the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Plaintiffs shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542. Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs shall expressly, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, whether or not previously or currently asserted in any action. Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and an essential term of the Settlement of which this release is a part.

III. THE LITIGATION

This case is currently pending before the Honorable Ed Kinkeade in the United States District Court for the Northern District of Texas and was brought on behalf of the certified Class of all persons, without geographic limitation, who purchased Idearc securities during the period from August 9, 2007 through and including October 30, 2008 (the “Class Period”), and who were damaged by Defendants’ alleged violations of §§10(b) and/or 20(a) of the Securities Exchange Act of 1934. The initial complaint was filed on April 30, 2009, and on November 9, 2009, the Court appointed Kentucky State District Council of Carpenters Pension Trust Fund as Lead Plaintiff and the firm now known as Robbins Geller Rudman & Dowd LLP as Lead Counsel. On February 11, 2010, Lead Plaintiff filed the Consolidated Class Action Complaint (“Complaint”), which alleges that during the Class Period, Defendants – five former officers and/or directors of Idearc, a now bankrupt company – made false and misleading statements to investors concerning Idearc’s revenues, bad debt, credit practices, and liquidity that artificially inflated Idearc’s stock price and when the truth was eventually disclosed, resulted in substantial damages to the Class.

From the outset of the litigation, Defendants have denied all of these allegations and consistently maintained that they never made any statement to the market that was or that they believed was false or misleading, nor did they ever direct anyone to make public statements that were or that they believed were false and misleading. Defendants believed at the time and still believe that, during the Class Period and at all other times, Idearc’s financial statements were accurate and in compliance with Generally Accepted Accounting Principles and that Idearc’s public statements were truthful, accurate and not misleading. As a result, Defendants contend that Plaintiffs cannot prove any element of securities fraud, including, but not limited, to scienter and loss causation.

On August 11, 2010, the Court issued an order denying Defendants’ motion to dismiss. Thereafter, Defendants filed an answer denying all material allegations of Plaintiffs’ Complaint and asserting their defenses. On May 19, 2011, the Court entered an order appointing Plaintiffs as Class Representatives and certifying the Class defined as: “All persons, without geographic limitation, who purchased Idearc, Inc. securities during the period from August 9, 2007 through and including October 30, 2008, and who were damaged by Defendants’ alleged violations of sections 10(b) and/or 20(a) of the Securities Exchange Act of 1934. Excluded from the class are Defendants and members of their immediate families, any entity in which a defendant has a controlling interest, and the legal representatives, heirs, successors or assigns of any such excluded party.” On September 24, 2012, Defendants moved for summary judgment, and Plaintiffs filed their opposition on October 15, 2012, followed by Defendants’ reply on October 30, 2012. On February 20, 2013, the Court denied Defendants’ motion.

During the litigation, the parties have mediated several times. The parties engaged in three unsuccessful mediation sessions with Judge Nicholas Politan (Ret.), Judge James S. Ware (Ret.), and Magistrate Judge Paul D. Stickney throughout the course of the litigation. The parties then returned to mediation in front of Magistrate Judge Stickney on March 18, 2013. The parties ultimately agreed to settle the Action based upon a Mediator’s Proposal issued by Judge Stickney.

IV. CLAIMS OF THE PLAINTIFFS AND BENEFITS OF SETTLEMENT

Plaintiffs and Lead Counsel believe that the claims asserted in the Action have merit. However, Plaintiffs and Lead Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against the Defendants through trial. Plaintiffs and Lead Counsel also have taken into account the uncertain outcome and the risk of trial, especially in complex matters such as this Action, as well as the risks posed by the difficulties and delays relating to post-trial motions, and potential appeals of the Court's determination of said motions, or the verdict of a jury. Plaintiffs and Lead Counsel also are aware of the defenses to the securities law violations asserted in the Action. Plaintiffs and Lead Counsel believe that the Settlement set forth in the Settlement Agreement confers substantial benefits upon the Class in light of the circumstances present here. Based on their evaluation, Plaintiffs and Lead Counsel have determined that the Settlement set forth in the Settlement Agreement is in the best interests of Plaintiffs and the Class.

V. THE DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

The Defendants have denied and continue to deny that they have violated the federal securities laws or any laws and maintain that their conduct was at all times proper and in compliance with all applicable provisions of law. Defendants have denied and continue to deny specifically each and all of the claims and contentions alleged in the Action, along with all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Defendants also have denied and continue to deny, *inter alia*, the allegations that any of the Defendants made, knowingly or otherwise, any material misstatements or omissions; that any member of the Class has suffered any damages; that the price of Idearc securities was artificially inflated by reason of the alleged misrepresentations, omissions, or otherwise; or that the members of the Class were harmed by the conduct alleged in the Action or that could have been alleged as part of the Action. In addition, the Defendants maintain that they have meritorious defenses to all claims alleged in the Action.

Nonetheless, taking into account the uncertainty, risks, and costs inherent in any litigation, especially in complex cases such as this Action, Defendants have concluded that further conduct of the Action could be protracted and distracting. Defendants have, therefore, determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions set forth in the Settlement Agreement. As set forth in paragraphs 9.2-9.3 of the Settlement Agreement, the Settlement Agreement shall in no event be construed as or deemed to be evidence of an admission or concession by Defendants or any of the Released Persons with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

VI. TERMS OF THE PROPOSED SETTLEMENT

The sum of Thirty-Three Million, Seven Hundred and Fifty Thousand Dollars (\$33,750,000.00) will be transferred to the Escrow Agent within ten (10) business days after (a) the order granting the motion for preliminary approval and (b) the receipt by Defendants' counsel of wire/check payee instructions and a Form W-9 providing the tax identification number for the Escrow Account. The principal amount of \$33,750,000.00, plus any accrued interest once transferred, constitutes the Settlement Fund. A portion of the settlement proceeds will be used for certain administrative expenses, including costs of printing and mailing this Notice, the cost of publishing a newspaper notice, payment of any taxes assessed against the Settlement Fund, and costs associated with the processing of claims submitted. In addition, as explained below, a portion of the Settlement Fund may be awarded by the Court to Lead Counsel as attorneys' fees and for expenses in litigating the case. The balance of the Settlement Fund (the "Net Settlement Fund") will be distributed according to the Plan of Distribution described below to Class Members who submit valid and timely Proof of Claim and Release forms.

VII. PLAN OF DISTRIBUTION

The Net Settlement Fund will be distributed to Class Members who submit valid, timely Proof of Claim and Release forms ("Authorized Claimants") under the Plan of Distribution described below. The Plan of Distribution provides that you will be eligible to participate in the distribution of the Net Settlement Fund if you have a net loss arising out of all transactions involving Idearc securities purchased during the Class Period. No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

For purposes of determining the amount an Authorized Claimant may recover under the Plan of Distribution, Lead Counsel have consulted with their damages consultant. The Plan of Distribution does not reflect an assessment of the damages that could have been recovered at trial or Lead Counsel's assessment of the likelihood of establishing liability.

To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If, however, and as is more likely, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's claim bears to the total of the claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

The total of all profits shall be subtracted from the total of all losses from transactions involving Idearc securities purchased during the Class Period to determine if a Class Member has a claim. Only if a Class Member had a net loss from the Idearc securities purchased during the Class Period, will such Class Member be eligible to receive a distribution from the Net Settlement Fund.

PLAN OF DISTRIBUTION

The calculation of claims below is not an estimate of the amount you will receive. It is a formula for allocating the Net Settlement Fund among all Authorized Claimants.

COMMON STOCK

Cusip: 451663108

1. For shares of Idearc common stock ***purchased on or between August 9, 2007 through October 30, 2008, inclusive***, the claim per share shall be as follows:

(a) If sold on or between August 9, 2007 through October 30, 2008, inclusive, the claim per share shall be the lesser of (i) the inflation in Table A at the time of purchase less the inflation in Table A at the time of sale; and (ii) the difference between the purchase price and the selling price;

(b) If retained at the end of October 30, 2008 and sold before January 28, 2009, the claim per share shall be the lesser of (i) the inflation in Table A at the time of purchase; (ii) the difference between the purchase price and the selling price; and (iii) the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in Table B below;

(c) If retained at the close of trading on January 27, 2009, or sold thereafter, the claim per share shall be the lesser of (i) the inflation in Table A at the time of purchase; and (ii) the difference between the purchase price per share and \$0.14 per share.

TABLE A

Time Period	Inflation
August 9, 2007 – November 27, 2007	\$3.92
November 28, 2007 – February 6, 2008	\$2.75
February 7, 2008 – February 18, 2008	\$1.90
February 19, 2008 – July 28, 2008	\$1.03
July 29, 2008 – October 29, 2008	\$0.19
October 30, 2008	\$0.00

TABLE B

Date	Closing Price	Average Closing Price
30-Oct-08	\$0.32	\$0.32
31-Oct-08	\$0.38	\$0.35
3-Nov-08	\$0.40	\$0.37
4-Nov-08	\$0.43	\$0.38
5-Nov-08	\$0.41	\$0.39
6-Nov-08	\$0.38	\$0.39
7-Nov-08	\$0.31	\$0.38
10-Nov-08	\$0.27	\$0.36
11-Nov-08	\$0.22	\$0.35
12-Nov-08	\$0.21	\$0.33
13-Nov-08	\$0.17	\$0.32
14-Nov-08	\$0.17	\$0.31
17-Nov-08	\$0.16	\$0.29
18-Nov-08	\$0.13	\$0.28
19-Nov-08	\$0.14	\$0.27
20-Nov-08	\$0.02	\$0.26
21-Nov-08	\$0.08	\$0.25
24-Nov-08	\$0.07	\$0.24
25-Nov-08	\$0.07	\$0.23
26-Nov-08	\$0.06	\$0.22
28-Nov-08	\$0.12	\$0.21
1-Dec-08	\$0.12	\$0.21
2-Dec-08	\$0.14	\$0.21
3-Dec-08	\$0.11	\$0.20
4-Dec-08	\$0.12	\$0.20
5-Dec-08	\$0.13	\$0.20
8-Dec-08	\$0.13	\$0.19
9-Dec-08	\$0.12	\$0.19
10-Dec-08	\$0.11	\$0.19
11-Dec-08	\$0.10	\$0.19
12-Dec-08	\$0.11	\$0.18
15-Dec-08	\$0.11	\$0.18
16-Dec-08	\$0.11	\$0.18
17-Dec-08	\$0.10	\$0.18
18-Dec-08	\$0.10	\$0.17
19-Dec-08	\$0.09	\$0.17
22-Dec-08	\$0.09	\$0.17
23-Dec-08	\$0.08	\$0.17
24-Dec-08	\$0.08	\$0.16
26-Dec-08	\$0.08	\$0.16
29-Dec-08	\$0.08	\$0.16
30-Dec-08	\$0.08	\$0.16
31-Dec-08	\$0.09	\$0.16
2-Jan-09	\$0.10	\$0.16
5-Jan-09	\$0.10	\$0.15
6-Jan-09	\$0.11	\$0.15
7-Jan-09	\$0.12	\$0.15
8-Jan-09	\$0.11	\$0.15
9-Jan-09	\$0.11	\$0.15
12-Jan-09	\$0.11	\$0.15
13-Jan-09	\$0.11	\$0.15
14-Jan-09	\$0.12	\$0.15

Date	Closing Price	Average Closing Price
15-Jan-09	\$0.10	\$0.15
16-Jan-09	\$0.09	\$0.15
20-Jan-09	\$0.09	\$0.15
21-Jan-09	\$0.08	\$0.14
22-Jan-09	\$0.08	\$0.14
23-Jan-09	\$0.09	\$0.14
26-Jan-09	\$0.07	\$0.14
27-Jan-09	\$0.07	\$0.14

For example:

(a) If you purchased and sold Idearc common stock in the period from August 9, 2007 to November 27, 2007, your claim is \$0.

(b) If you purchased Idearc common stock at \$34.00 per share in the period from August 9, 2007 to November 27, 2007 and sold that share at \$16.00 in the period from November 28, 2007 to February 6, 2008, your claim is \$1.17 per share (lesser of (i) \$34.00 minus \$16.00 equals \$18.00, and (ii) \$3.92 minus \$2.75 equals \$1.17).

(c) If you purchased Idearc common stock at \$34.00 in the period from August 9, 2007 to November 27, 2007 and held that share at the end of October 30, 2008, your claim is \$3.92 per share (lesser of (i) \$34.00 minus \$0.14 equals \$33.86, and (ii) \$3.92).

CALL OPTIONS

1. For call options on Idearc common stock ***purchased from August 9, 2007 through October 30, 2008***, and

(a) ***held*** at the end of any of the following dates: November 27, 2007, February 6, 2008, February 18, 2008, July 28, 2008 and/or October 29, 2008, the claim per call option is the difference between the price paid for the call option less the proceeds received upon the settlement of the call option contract;

(b) ***not held*** at the end of any of the following dates: November 27, 2007, February 6, 2008, February 18, 2008, July 28, 2008 and/or October 29, 2008, the claim per call option is \$0.

2. For call options on Idearc common stock ***written from August 9, 2007 through October 30, 2008***, the claim per call option is \$0.

PUT OPTIONS

1. For put options on Idearc common stock ***written from August 9, 2007 through October 30, 2008***, and

(a) ***held*** at the end of any of the following dates: November 27, 2007, February 6, 2008, February 18, 2008, July 28, 2008 and/or October 29, 2008, the claim per put option is the difference between the price paid upon settlement of the put option contract less the initial proceeds received upon the sale of the put option contract;

(b) ***not held*** at the end of any of the following dates: November 27, 2007, February 6, 2008, February 18, 2008, July 28, 2008 and/or October 29, 2008, the claim per put option is \$0.

2. For put options on Idearc common stock ***purchased from August 9, 2007 through October 30, 2008***, the claim per put option is \$0.

Note: In the case the option was exercised for Idearc common stock, the amount paid, or proceeds received, upon the settlement of the option contract equals the intrinsic value of the option using Idearc common stock's closing price on the date the option was exercised.

Note: The combined recovery for the put/call options shall not exceed 3% of the Net Settlement Fund.

8% SENIOR NOTES DUE 2016

Cusip: 451663AC2

1. For Idearc 8% Senior Notes ***purchased on or between August 9, 2007 through October 30, 2008, inclusive***, the claim per \$1,000 par value Note shall be as follows:

(a) If sold on or between August 9, 2007 through October 30, 2008, inclusive, the claim per \$1,000 par value Note shall be the lesser of (i) the inflation in Table C at the time of purchase less the inflation in Table C at the time of sale; and (ii) the difference between the purchase price and the selling price;

(b) If retained at the end of October 30, 2008, the claim per \$1,000 par value Note shall be the lesser of (i) the inflation in Table C at the time of purchase; and (ii) the difference between the purchase price and \$144.

TABLE C

Time Period	Inflation
August 9, 2007 – February 6, 2008	\$108
February 7, 2008 – July 28, 2008	\$96
July 29, 2008 – October 29, 2008	\$40
October 30, 2008	\$0

For example:

(i) If you purchased and sold Idearc 8% Senior Notes in the period from August 9, 2007 to February 6, 2008, your claim is \$0.

(ii) If you purchased Idearc 8% Senior Notes at \$985 per \$1,000 par value in the period from August 9, 2007 to February 6, 2008 and sold that \$1,000 par value Note at \$600 in the period from February 7, 2008 to July 28, 2008, your claim is \$12 per \$1,000 par value Note (lesser of: (i) \$108 minus \$96 which equals \$12, and (ii) \$985 minus \$600 which equals \$385).

(iii) If you purchased Idearc 8% Senior Notes at \$985 per \$1,000 par value in the period from August 9, 2007 to February 6, 2008 and held that Note at the end of October 30, 2008, your claim is \$108 per \$1,000 par value Note (lesser of (i) \$108, and (ii) \$985 minus \$144 equals \$841).

Note: The recovery for the 8% Senior Notes shall not exceed 10% of the Net Settlement Fund.

VIII. PARTICIPATION IN THE CLASS

If you fall within the definition of the Class, you are a Class Member unless you elect to be excluded from the Class pursuant to this Notice. If you do not request to be excluded from the Class, you will be bound by any judgment entered with respect to the Settlement in the litigation against the Defendants whether or not you file a Proof of Claim and Release form.

If you are a Class Member, you need do nothing (other than timely file a Proof of Claim and Release if you wish to participate in the distribution of the Net Settlement Fund). Your interests will be represented by Lead Counsel. If you choose, you may enter an appearance individually or through your own counsel at your own expense.

TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, YOU MUST TIMELY COMPLETE AND RETURN THE PROOF OF CLAIM AND RELEASE THAT ACCOMPANIES THIS NOTICE. The Proof of Claim and Release must be postmarked on or before November 18, 2013, and be delivered to the Claims Administrator at the address below. Unless the Court orders otherwise, if you do not timely submit a valid Proof of Claim and Release, you will be barred from receiving any payments from the Net Settlement Fund, but will in all other respects be bound by the provisions of the Settlement Agreement and the Final Judgment.

IX. EXCLUSION FROM THE CLASS

You may request to be excluded from the Class. To do so, you must mail a written request stating that you wish to be excluded from the Class to:

Idearc Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 990
Corte Madera, CA 94976-0990

The request for exclusion must state: (1) your name, address, and telephone number; and (2) all purchases and sales of Idearc securities made from August 9, 2007 through October 30, 2008, inclusive, including the dates and prices of each purchase or sale, and the amount of securities purchased or sold. YOUR EXCLUSION REQUEST MUST BE POSTMARKED ON OR BEFORE OCTOBER 7, 2013. If you submit a valid and timely request for exclusion, you shall have no rights under the Settlement, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Settlement Agreement or the Judgment.

X. DISMISSAL AND RELEASES

If the proposed Settlement is approved, the Court will enter a Final Judgment. The Judgment will dismiss the Released Claims with prejudice as to all Released Persons as provided in the Settlement Agreement.

The Judgment will provide that all Class Members who have not validly and timely requested to be excluded from the Class shall be deemed to have released and forever discharged all Released Claims, including Unknown Claims, against all Released Persons as provided in the Settlement Agreement.

XI. APPLICATION FOR ATTORNEYS' FEES AND EXPENSES

At the Settlement Hearing, Lead Counsel will request the Court to award attorneys' fees of 30% of the Settlement Fund, plus litigation expenses not to exceed \$1,700,000.00, plus interest thereon. Class Members are not personally liable for any such fees, expenses, or compensation. In addition, each of the Plaintiffs intend to seek an amount not to exceed \$5,000.00 for their time and expenses incurred in representing the Class.

To date, Plaintiffs' Counsel have not received any payment for their services in conducting this Action on behalf of Plaintiffs and the members of the Class, nor have counsel been paid for their expenses. The fee requested by Lead Counsel would compensate counsel for their efforts in achieving the Settlement Fund for the benefit of the Class, and for their risk in undertaking this representation on a contingency basis. The fee requested is within the range of fees awarded to plaintiffs' counsel under similar circumstances in litigation of this type.

XII. CONDITIONS FOR SETTLEMENT

The Settlement is conditioned upon the occurrence of certain events described in the Settlement Agreement. Those events include, among other things: (1) entry of the Judgment by the Court, as provided for in the Settlement Agreement; and (2) expiration of the time to appeal from or alter or amend the Judgment. Pending the Court's consideration of this Settlement, the Court has stayed all proceedings, and Class Members are precluded from bringing or pursuing any litigation that seeks to prosecute the Released Claims.

If, for any reason, any one of the conditions described in the Settlement Agreement is not met, the Settlement Agreement might be terminated and, if terminated, will become null and void, and the Settling Parties to the Settlement Agreement will be restored to their respective positions as of March 31, 2013.

XIII. THE RIGHT TO BE HEARD AT THE SETTLEMENT HEARING

Any Class Member who has not validly and timely requested to be excluded from the Class, and who objects to any aspect of the Settlement, the Plan of Distribution, or the application for attorneys' fees and expenses may appear and be heard at the

Settlement Hearing.¹ Any such Person must submit and serve a written notice of objection, to be received on or before October 7, 2013, by each of the following:

CLERK OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
Earle Cabell Federal Building and
United States Courthouse
1100 Commerce Street, Room 1452
Dallas, TX 75242

Counsel for Plaintiffs:

KENDALL LAW GROUP, LLP
JOE KENDALL
3232 McKinney Avenue, Suite 700
Dallas, TX 75204

ROBBINS GELLER RUDMAN
& DOWD LLP
DEBRA WYMAN
655 West Broadway, Suite 1900
San Diego, CA 92101

Counsel for Defendants:

LOCKE LORD LLP
HARRIET MIERS
2200 Ross Avenue, Suite 2200
Dallas, TX 75201

KIRKLAND & ELLIS LLP
JAY P. LEFKOWITZ
601 Lexington Avenue
New York, NY 10022

The notice of objection must demonstrate the objecting Person's membership in the Class, including the amount of Idearc securities purchased and sold from August 9, 2007 through October 30, 2008, inclusive, and contain a statement of the reasons for objection. Only Class Members who have submitted written notices of objection in this manner will be entitled to be heard at the Settlement Hearing, unless the Court orders otherwise.

XIV. SPECIAL NOTICE TO BANKS, BROKERS AND OTHER NOMINEES

If you hold or held any Idearc securities purchased between August 9, 2007 and October 30, 2008, inclusive, as nominee for a beneficial owner, then, within ten (10) calendar days after you receive this Notice, you must either: (1) send a copy of this Notice and the Proof of Claim and Release by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

Idearc Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 990
Corte Madera, CA 94976-0990
1-888-269-6417

If you choose to mail the Notice and Proof of Claim and Release yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for, or advancement of, reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and Proof of Claim and Release and which would not have been incurred but for the obligation to forward the Notice and Proof of Claim and Release, upon submission of appropriate documentation to the Claims Administrator.

XV. EXAMINATION OF PAPERS

This Notice is a summary and does not describe all of the details of the Settlement Agreement. For full details of the matters discussed in this Notice, you may review the Settlement Agreement filed with the Court, which may be inspected during business hours, at the office of the Clerk of the Court, United States District Court, Northern District of Texas, Earle Cabell Federal Building and United States Courthouse, 1100 Commerce Street, Room 1452, Dallas, TX 75242. The motion papers, with exhibits, including the Settlement Agreement, are also available on the Court's ECF website (for a fee). Certain papers relating to the Settlement, including the Settlement Agreement, are also available at the Claims Administrator's website www.gilardi.com.

If you have any questions about the settlement of the Action, you may contact a representative of Lead Counsel: Rick Nelson, c/o Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900.

PLEASE DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE

DATED: August 14, 2013

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS

¹ Lead Counsel's pleadings in support of these matters will be filed with the Court on or before September 16, 2013.