

<p>DISTRICT COURT, OTERO COUNTY, COLORADO</p> <p>Otero County Courthouse 13 W. 3rd Street, Room 207 La Junta, CO 81050-1536</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Plaintiff: WESLEY COLVIN</p> <p>v.</p> <p>Defendants: QWEST COMMUNICATIONS INTERNATIONAL, INC. AND QWEST TELEPHONE CONCESSION PLAN</p>	
<p><u>Attorney for Plaintiff:</u> Curtis L. Kennedy, Esq. #12351 8405 E. Princeton Ave. Denver, CO 80237-1741 Phone: 303-770-0440 Fax: 303-843-0360 Email: CurtisLKennedy@aol.com</p> <p><u>Attorneys for Defendant:</u> Christopher J. Koenigs, #12364 Michael B. Carroll, #18736 SHERMAN & HOWARD, L.L.C. 633 17th Street, Suite 3000 Denver, CO 80202 Phone: 303-297-2900 Fax: 303-298-0940 Email: ckoenigs@sah.com; mcarroll@sah.com</p> <p>Lewis M. Quigg, #2615 SHAW & QUIGG, P.C. 501 N. Main St., Suite 222 Pueblo, CO 81003 Phone: 719-543-8596 Fax: 719-543-8599</p>	<p>Case Number: 04CV39 Div./Ctrm.: B</p>
<p style="text-align: center;">JOINT MOTION FOR ENTRY OF FINAL JUDGMENT APPROVING SETTLEMENT, AWARDING ATTORNEYS' FEES AND COSTS, AND TERMINATING LITIGATION</p>	

The parties, by their undersigned counsel, jointly move this Court pursuant to Rule 23(e) of the Colorado Rules of Civil Procedure for entry of a Final Judgment Approving Settlement, Awarding Attorneys' Fees and Costs, and Terminating Litigation in the form attached hereto as Exhibit 1. In support of this Motion, the parties state:

1. On October 18, 2004, the parties reached a settlement of this action (the "Settlement"), subject to approval of this Court. The Settlement is embodied in the Settlement Agreement attached as Exhibit 1 to the parties' October 25, 2004 Stipulated Motion for Entry of Order Regarding Conditional Settlement Class Certification and Preliminary Settlement Approval. This Court preliminarily approved the Settlement on April 7, 2005.

2. The parties now jointly move the Court for final approval of the proposed Settlement. The grounds for this Motion are set forth in the parties' respective memoranda filed concurrently with this Motion.

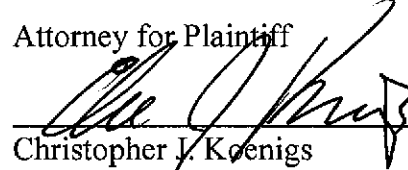
WHEREFORE, the parties respectfully request that the Court enter the Final Judgment Approving Settlement, Awarding Attorneys' Fees and Costs, and Terminating Litigation that accompanies this Motion.

DATED: June 15, 2005.



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DISTRICT COURT, OTERO COUNTY, COLORADO Otero County Courthouse 13 W. 3rd Street, Room 207 La Junta, CO 81050-1536	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
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CLASS MEMBERS' BRIEF IN SUPPORT OF FAIRNESS OF FINAL SETTLEMENT AGREEMENT (Fairness Hearing - June 22, 2005 at 1:00 p.m.)	

Plaintiff Wesley Colvin and Class Members, by Class Counsel, file this Brief in Support of Fairness of the Final Settlement Agreement.

I. BACKGROUND OF LITIGATION AND SETTLEMENT.

1. Plaintiff Wesley Colvin (“Colvin”) filed this class action lawsuit against Defendant Qwest Communications International, Inc. (“Qwest”) on March 11, 2004. Colvin’s complaint asserted state law claims contending Qwest breached a long standing commitment to

provide retirees living in areas in which Qwest does not provide local telephone service reimbursement for the cost of local telephone service provided by competitors. This retiree reimbursement commitment is known as the Retiree Telephone Concession benefit.

2. Soon after this action was commenced, Class counsel begin gathering documents from hundreds of class members in order to construct overwhelming proof of the merits of the claims filed against Qwest. Class counsel solicited feedback from over a thousand class members by way of email, correspondence, face-to-face and telephone discussions pertaining to an acceptable resolution of the retirees' claims. Class counsel shared with Qwest counsel all of Colvin's supporting documents and he began efforts to encourage Qwest leadership and counsel to engage in settlement discussions.

3. There are approximately 3,500 retirees in the class.

4. Before this case was class certified, Colvin and Qwest (jointly, the "Parties") began negotiations regarding the possible settlement of retirees' claims. Those negotiations culminated in a lengthy mediation on September 14, 2004 before former Colorado Supreme Court Chief Justice William D. Neighbors. The attendees and participants at the mediation included, not merely the Parties and their counsel, but additional retiree representatives of an organization formed by the retirees and representatives of the Communications Workers of America (the "Union"). The Union and its counsel attended the mediation because the Union had filed a grievance on behalf of Union retirees, many of whom are putative class members in this case, in which it alleged (as does Colvin here) that Qwest's termination of the Retiree Telephone Concession Benefits was improper.

5. At the close of the September 14 mediation, the Parties reached, with the Union's concurrence, a proposed settlement of putative class members' claims relating to the Telephone Concession Benefits. During the month following the mediation, the Parties negotiated the terms of documents memorializing their settlement, including a proposed Settlement Agreement. The Parties executed the Settlement Agreement effective October 18, 2004, and on Friday, October 22 sent to this Court for filing: (1) a Stipulated Motion for Entry of Order Regarding Conditional Settlement Class Certification and Preliminary Settlement Approval ("Motion for Preliminary Settlement Approval"), to which was attached the proposed Settlement Agreement; and (2) a Stipulated Motion To Amend Complaint, to which was attached Colvin's proposed Amended Class Action Complaint. The amended complaint set forth, in addition to the state law claims previously asserted by Colvin, a claim for benefits under ERISA (the "ERISA Benefits Claim").

6. The Affidavits of the Honorable William D. Neighbors, the mediator, and LeRoy Christensen, the Union officer, provide persuasive evidence that the settlement reached by the Parties is fair and equitable. During the December 16, 2004, hearing before the Court, the Parties argued that there was widespread support for the proposed class settlement in light of Qwest present financial predicament and the alternative, protracted litigation.

II. The Parties' Positions on the Merits.

Plaintiff claims, on behalf of the Class, that QWEST acted contrary to long standing contract with class members to provide them with reimbursement of the costs of local telephone service provided by competitors. Class members' contentions are supported by the records disclosed by QWEST and numerous additional documents gathered by Class members.

QWEST has denied and continues to deny any wrongdoing. QWEST contends there was no enforceable contract. In the alternative, QWEST contends that there are numerous versions of potential 'contracts' that can only be enforced in numerous legal proceedings in many state forums making the present case unsuitable for a single class certification.

Plaintiff's Counsel conducted a substantial investigation into the facts and law relating to all claims, including possible ERISA claims, that have been or might have been asserted against QWEST and related entities with respect to the Retiree Telephone Concession Benefits. Among other things, Plaintiff's Counsel reviewed and analyzed numerous documents and interviewed numerous individuals with knowledge of the facts pertinent to such claims and has engaged in extensive analysis of applicable common law and ERISA case law. Plaintiff's Counsel recognizes the expense and length of continued proceedings necessary to prosecute such claims through trial and appeals. Plaintiff's Counsel has also taken into account the uncertain outcome and the risk of further litigation in a complex case such as this, the strengths and uncertainties of the claims that have been or might have been asserted against Defendant QWEST and related entities, and the substantial benefits conferred on the proposed Settlement Class by this Settlement. Plaintiff's Counsel, after conferring with numerous retirees and their representatives and Union representatives, concluded that a mediation involving Colvin, other retiree class representatives, the Union and legal counsel would be in the best interests of, Plaintiff and the proposed Settlement Class.

The Settlement was agreed to after protracted arms-length discussions and negotiations between Class Counsel and counsel for QWEST. The Settlement was reached after a mediation conducted by former Colorado Supreme Court Justice William D. Neighbors, followed by additional extensive correspondence and communications among counsel for the Parties.

After taking into account the sharply contested factual and legal issues involved in the Litigation, the uncertainties and costs to be incurred in further litigation, their desire to put the Litigation to rest without appeal, and the substantial Class support for a uniform settlement, Plaintiff and Class Counsel conclude that resolution of this Litigation on the terms stated in the Settlement is in the best interests of Plaintiff and the Class.

III. SETTLEMENT BENEFITS

The Parties have agreed that in consideration of the dismissal with prejudice and release of claims as hereinafter provided, QWEST will provide the following benefits to each member of the Settlement Class who has not requested exclusion from the Settlement Class and who timely and properly submits a completed and signed Claim and Release form:

- a.** Payment in the amount of \$300.00, to be made by QWEST within 60 days of its receipt of the member's Claim and Release form, which lump sum payment will be reported on tax form 1099; and
- b.** Reimbursement (*i.e.*, no charges) for unlimited Qwest long distance at the member's primary residence, with such reimbursement to continue if such

residence changes but remains within a geographic area in the United States in which QWEST does not provide local telephone service.

- c.** The reimbursement will begin on the date on which a member of the Settlement Class switches to QWEST long distance, except that it will begin on the Effective Date of the Settlement Agreement if such member is already using Qwest long distance as of that date. The reimbursement will end two months after the date on which the Settlement Class member dies, except that it will end earlier on the date, if any, on which the Settlement Class member moves to a new primary residence located within a geographic area in which QWEST provides local telephone service (subject to renewal if the member later moves back into a geographic area in the United States in which Qwest does not provide local telephone service).
- d.** To be eligible to receive the settlement benefits, a member of the Settlement Class must submit a valid, completed and signed Claim and Release form to the Claims Manager by first class mail postmarked within 90 days of the date on which Defendant mails the Notice of Settlement and Claim and Release form. The Claims Manager may disapprove a Claim and Release form for: (a) failure to timely submit that form; (b) failure of the information on that form to substantially conform to Defendant's records; (c) failure to provide material information sufficient to enable the identification of the claimant as a Settlement Class member entitled to

receive benefits under this Settlement Agreement; or (d) any other material irregularity in the claim of a fraudulent nature. The Claims Manager shall notify the affected claimant of the denial of his/her claim and the reasons therefor. All such denials shall be made in good faith and are final. Class Counsel may, with reasonable notice, review any denied claims and the reasons therefor for purposes of ensuring compliance with this Settlement.

- e. Upon the Effective Date of the Settlement Agreement, Plaintiff and each and every member of the Settlement Class who has not timely requested exclusion from the Settlement Class, and their respective heirs, descendants, dependents, executors, spouses, administrators, representatives and assignees (the “Releasers”), shall be deemed to and do absolutely and forever covenant not to sue, and release and discharge, QWEST (as defined in the Settlement Agreement) and any pension, welfare benefit, or other plan that may exist or be alleged to exist under ERISA relating to the Retiree Telephone Concession Benefits (collectively, the “Released Parties”), from any and all claims, causes of action, rights, obligations, debts, liabilities, penalties, damages, losses and expenses of any kind whatsoever, whether known or unknown, foreseen or unforeseen, that have been asserted or might have been asserted against the Released Parties relating in any way to Retiree Telephone Concession Benefits (collectively, the “Claims”), including without limitation all Claims that have been

asserted or that might have been asserted in the Action or in *Rathbun v. Qwest* (the “Released Claims”). The Released Claims do not include claims to enforce the terms of the Settlement Agreement.

- f. The Settlement Agreement provides that Class Counsel will apply to the Court for an award of attorneys’ fees and expenses (“Fee and Expense Award”) for services rendered and expenses incurred in connection with the Action and this Settlement Agreement, calculated by multiplying a reasonable hourly rate for Class Counsel by the number of hours reasonably expended by such counsel in the Action, in a total amount not to exceed \$75,000 and that, in no event, shall Defendant be obligated to pay in excess of \$75,000, regardless of any greater award by the Court.

IV. Class Notice.

In accordance with both the Settlement and the Court's Preliminary Approval Order, QWEST caused notice by mail to be sent to approximately 3,500 Class Members by first-class United States mail, postage prepaid, at his or her last known address. Where notices were returned as undeliverable, QWEST represents it undertook reasonable efforts to obtain a valid mailing address and to distribute the notice by mail again. An affidavit attesting to QWEST's compliance is being filed with the Court.

Plaintiff believes the written Class Notice constitutes the best notice practicable under the circumstances and provided individual notice to all members of the Class who could be

identified with reasonable effort and, therefore, complies with due process and Rule 23 of the Colorado Rules of Civil Procedure.

Moreover, Plaintiff and Class Counsel contend that approval of the Settlement will result in substantial savings in time and money to the Court, to the Parties, and will further the interests of justice.

V. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT PURSUANT TO RULE 23(e), FED.R.CIV.P.

Rule 23(e) of the Colorado Rules of Civil Procedure provides that no class action may be dismissed or settled without prior approval of the trial court. Due to the similarities between C.R.C.P. Rule 23 and F. R.C.P Rule 23, federal case law is proper precedent. *People v. Trupp*, 51 P.3d 985, 990 (Colo. 2002). The standard of review to be utilized by the trial court in determining whether a proposed settlement should be approved has been developed through the case law. The authority to approve a class action settlement is in the sound discretion of the trial court and a determination will not be set aside absent an abuse of the trial court's discretion. *Gottlieb v. Wiles*, 11 F.3d 1004, 1015 (10th Cir. 1993); *Jones v. Nuclear Pharmacy, Inc.*, 741 F.2d 322, 324 (10th Cir. 1984). Foremost, a class action settlement must be found to be fair, adequate and reasonable to the class as a whole in order to gain approval of the trial court. *In re King Resource Co. Securities Litig.*, 420 F.Supp. 610 (D. Colo. 1976).

Generally, there is usually an initial presumption of fairness when a proposed class settlement, negotiated at arm's length by experienced counsel for the class, is presented for court approval. *Armstrong v. Board of School Directors*, 471 F.Supp. 800 (E.D. Wis 1979) *affd.*, 616 F.2d 305, 325 (7th Cir. 1980); *Cotton v. Hinton*, 559 F.2d 1326 (5th Cir. 1977). However, the

court must independently analyze the evidence and recommendations before it to assure that the settlement is in the best interests of class members whose claims will be extinguished. See Manual for Complex Litigation, Second § 30.41 (1985). *Diaz v. Romer*, 801 F.Supp 405, 407 (D. Colo 1992); The task is performed by weighing the remedies the class could secure from the settlement against the probable costs and results of continued litigation. *Moore v. City of San Jose*, 615 F.2d 1265 (9th Cir. 1980); *Grunin v. International House of Pancakes*, 513 F.2d 114 (8th Cir.), *cert. denied*, 423 U.S. 864, 96 S.Ct. 124 (1975). (the most important factor is the strength of the case on the merits balanced against the amount offered as settlement).

The Tenth Circuit, in *Gottlieb v. Wiles*, 11 F.3d 1004, 1014 (10th Cir. 1993) reiterated a list of four factors enunciated in *Jones v. Nuclear Pharmacy, Inc.*, 741 F.2d 322, 324 (10th Cir. 1984), which may be considered in evaluating the fairness of a settlement:

1. Whether the proposed settlement was fairly and honestly negotiated;
2. Whether serious questions of law and fact exist, placing the ultimate outcome of the litigation in doubt;
3. Whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation; and
4. The judgment of the parties that the settlement is fair and reasonable.

Consideration of each of these factors demonstrates that the proposed settlement before the court should be approved as fair, reasonable and adequate in the circumstances of this case.

A. The Settlement was Fairly and Honestly Negotiated by Competent Counsel.

Here, the settling parties are represented by competent experienced attorneys who conducted this litigation with professionalism and vigor. Class Counsel has abundant experience litigating against QWEST companies in numerous judicial proceedings.

Class Counsel conducted a thorough review of the issues, researched relevant statutory and case law, reviewed thousands of documents and had numerous meetings with opposing counsel concerning the information revealed. Settlement negotiations did not begin until extensive information was revealed. The Parties were finally able to reach agreement because of the extensive assistance and guidance of former Colorado Supreme Court Justice William D. Neighbors. Every aspect of the settlement, including every line of the Settlement Agreement, the Exhibits and the Class Notice was the subject of exhaustive debate and discussion among counsel. In addition, the parties negotiated extensively the manner and procedure for resolution of the attorney's fees issue. Class counsel agreed to limit his fee request to no more than \$75,000.

This well documented course of arms-length negotiations demonstrates that the Settlement Agreement was reached only after hard bargaining and involved no collusion between the parties or counsel.

B. There Exist Serious Questions of Law and Facts Which Place the Ultimate Outcome of the Litigation in Doubt.

In this case, many salient factual issues are undisputed. However, many legal and factual issues remained unresolved at the time of Settlement. If resolved adversely to the Class, these issues could have severely restricted or terminated entirely the possibility of class-wide recovery for the benefit of the thousands of QWEST retirees.

C. The Value of the Proposed Settlement Recovery Outweighs the Mere Possibility of Future Relief After Protracted and Expensive Litigation.

In analyzing the fairness of a proposed settlement, this District Court has repeatedly stressed the importance of:

consider[ing] the vagaries of litigation and compar[ing] the significance of immediate recovery by way of the compromise to the mere possibility of relief in the future, after protracted and expensive litigation. In this respect, "it has been held proper to take the bird in the hand instead of a prospective flock in the bush".

In re King Resources Sec. Litig., supra, 420 F.Supp at 625; Accord, *Oppenlander v. Standard Oil Co.*, 64 F.R.D. 597, 624 (D. Colo. 1974).

As evidenced by the attempted intervention by Maryls Rathbun, further complex and protracted litigation was a certainty in the absence of a settlement.

There are no objections to the class settlement. Out of a potential class of 3-4,000 retirees, only 21 persons have decided to opt-out and not participate in the settlement. None of those retirees have filed objections to the proposed settlement nor have they offered to continue the litigation or contribute to the expenses of doing so. See *In re Four Seasons Sec. Litig.*, 58 F.R.D. 19, 40 (W.D. Okla. 1972) (the court found that the settlement was fair and adequate, noting that no objecting class member was willing to finance continuing litigation). Quite simply, the economics of the situation do not support individualized litigation. Likewise, the significant risk of much higher litigation costs for both Mr. Colvin and QWEST strongly militates in favor of the settlement terms that have been negotiated.

D. It is the Judgment of Class Representative Wesley Colvin and Class Counsel that the Settlement is Fair and Reasonable.

The determination of a "reasonable" settlement is not susceptible of a mathematical equation yielding a particularized sum. Rather, as Judge Friendly has explained, "[i]n any case there is a range of reasonableness with respect to settlement". *Newman v. Stein*, 464 F.2d 689, 693 (2d Cir.), *cert. denied*, 409 U.S. 1039, 93 S.Ct. 521, 34 L. Ed.2d 488 (1972). It is the position of all counsel for the parties that this settlement is reasonable. The recommendation of experienced legal counsel is a significant legal factor to consider when evaluating the fairness of a proposed class settlement. See generally 4 Herbert B Newberg & Alba Conte Newberg on Class Actions § 22.85, at 22-343 (3d ed. 1992).

E. The Reaction of the Class to the Proposed Settlement.

Out of a group of approximately 3-4,000 retirees, no one filed an objection. Thus, apparently, the overwhelming majority of the Class members concede that the settlement is fair. See *Hammon v. Barry*, 752 F.Supp 1087 (D. D.C. 1990) (employment/race discrimination - settlement agreement by class of firefighters was approved where less than 5% of the class objected); *Mars Steel v. Continental Ill. Nat. Bank Trust*, 834 F.2d 677, 680 (7th Cir. 1987) (approving settlement with a "surprisingly small" objector group of 1.5%).

F. Fees and Costs Requested.

Several weeks prior to the June 22, 2005 Fairness Hearing, Class Counsel provided defense counsel a true copy of all of his time records and a statement of expenses and costs. Also, those records were provided to hundreds of class members who were encouraged to distribute the records to others for review and comment. Contemporaneously herewith, Class

Counsel has provided defense counsel a true copy of his time records reflecting almost 200 hours of attorney time expended in the *Colvin* litigation during the period December 2003 through June 2005. (See Affidavit of Curtis L. Kennedy filed with the Court). All of the thoroughly document and explained attorney time by Class Counsel was necessary to achieve the results obtained. Class Counsel estimates he will expend an additional up to 40 hours to complete work on the litigation, including implementation of the Claims process. Class Counsel contends he handled this case efficiently and effectively.

To date, Class Counsel has received neither any negative feedback nor objections from Class members to his request for a total fee award of \$75,000.00. Class Counsel's fee request is not opposed by Qwest which entity will be paying the award from operating corporate revenues. Class Counsel request for a total fee and cost payment of \$75,000 is very reasonable given a whole variety of factors, which include the difficulty and novelty of the issues presented and the settlement benefit bestowed upon thousands of retirees.

VI. CONCLUSION

The settlement proposed by the parties in this litigation was fairly and honestly negotiated by competent counsel. Serious questions of law and facts exist which place the ultimate outcome of this litigation in doubt, and the value of the proposed settlement recovery outweighs the mere possibility of future relief to the Class members after protracted and expensive litigation in potentially countless civil actions and different state forums. Finally, it is the judgment of Class Representative Wesley Colvin and Class Counsel that the proposed settlement is fair and reasonable. For all of these reasons, the Court should grant final approval of this settlement pursuant to Rule 23(e), Colo.R.Civ.P.

Class Counsel should be awarded a total fee and cost award in the amount of \$75,000.00.

DATED this 15th day of June, 2005.

Respectfully submitted,



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CLASS COUNSEL


CERTIFICATE OF DELIVERY

I hereby certify that on this 15th day of June, 2005, a true and accurate copy of the foregoing

**CLASS MEMBERS' BRIEF IN SUPPORT OF FAIRNESS OF
FINAL SETTLEMENT AGREEMENT
(Fairness Hearing - June 22, 2005 at 1:00 p.m.)**

was delivered by email and mailed first class postage prepaid to **COUNSEL FOR DEFENDANTS:**

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Curtis L. Kennedy

DISTRICT COURT, OTERO COUNTY, COLORADO Otero County Courthouse 13 W. 3rd Street, Room 207 La Junta, CO 81050-1536	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
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<u>Attorney for Plaintiff:</u> Curtis L. Kennedy, #12351 8405 E. Princeton Ave. Denver, CO 80237-1741 Phone: 303-770-0440 Fax: 303-843-0360 Email: CurtisLKennedy@aol.com	Case Number: 04CV39 Div./Ctrm.: B
AFFIDAVIT OF CURTIS L. KENNEDY (with request for payment of Attorney's Fees and Costs)	

Curtis L. Kennedy, being duly sworn, as counsel for Plaintiff, states as follows:

1. I am the attorney responsible for the legal work performed for Plaintiff Wesley Colvin and the class of QWEST retiree participants in the class action *Colvin v. QWEST Communications International, Inc.*, Civil Action No. 04CV39, Otero County District Court. The civil action was class certified on behalf of approximately 3-4,000 persons and I was designated sole counsel for the class. I am submitting this declaration and application for an

award of attorneys' fees in connection with services rendered in the *Colvin* case and the reimbursement of expenses incurred by me in the course of this litigation.

2. I received my law degree in May, 1982 from the University of Colorado School of Law at Boulder. I have successfully taken Bar exams to be admitted to practice in the State of Arizona, State of Colorado, State of Oklahoma, State of Texas and District of Columbia. Also, I have been admitted to practice in the following federal courts: United States Supreme Court, United States Tax Court, 10th Circuit Court of Appeals, 9th Circuit Court of Appeals, 6th Circuit Court of Appeals, 5th Circuit Court of Appeals, 2nd Circuit Court of Appeals, District of Columbia Court of Appeals, District of Arizona, Northern District of California, District of Colorado, Northern District of Oklahoma, Western District of Oklahoma, Northern District of Texas and Southern District of Texas. In addition, I have been admitted *pro hac vice* to practice before other federal and state courts. I incorporate herein my curriculum vitae submitted December 16, 2004 to the Court and QWEST counsel in connection with a hearing in this case.

3. My solo law practice is almost entirely devoted to retiree employment related matters. Over the years, I have been designated class counsel and co-class counsel in several ERISA civil actions. During the past 20 years, I have litigated over 60 cases on behalf of workers and retirees against QWEST, its predecessor, U S WEST, Inc., and various subsidiary companies. I regularly lecture on developments in ERISA law and participate in seminars relating to ERISA law.

4. During the past twenty years, a significant part of my law practice has concentrated on assisting, either on a paid basis or pro bono basis, thousands of employees and

retirees of the former Bell System, particularly the former U S WEST companies and the current companies within Qwest Communications International, Inc.

5. I have a long standing working relationship with retiree members of the Association of U S WEST Retirees (AUSWR). In the instant matter, AUSWR requested me to perform legal services on behalf of Mr. Wesley Colvin, of LaJunta, Colorado, and the class of QWEST retirees. Because neither AUSWR nor Mr. Colvin are financially able to pay me on an hourly basis, I agreed to perform legal services on a contingent fee basis.

6. During the course of the *Colvin* case litigation, I provided *pro bono* legal assistance to numerous QWEST retirees in connection with their retiree benefit rights, pension issues and other medical benefits plan issues.

7. I remain committed to pursuing the legal rights and interests of the class of QWEST retirees and plan participants in the Qwest Pension Plan, and presently I have sole responsibility for additional ERISA litigation pending in the District of Colorado, e.g., *Phelps v. QWEST*, Civil Action No. 04-B-2042 (OES) and *Kerber v. QWEST*, Civil Action No. 05-MK-478 (PAC).

8. The hourly rate I charge for legal services is either comparable or less than the customary rates in the Denver metropolitan area for attorneys with comparable background, experience, and skills. I have worked extensively in other federal and state judicial forums, particularly in Arizona, California, Oklahoma and Texas. My present hourly rate for individual representation is \$275.00. It is customary to receive an enhanced multiplier hourly rate for class action representation.

9. My demand for payment is very reasonable given a whole variety of factors, which include the difficulty and novelty of the issues presented and the settlement benefit bestowed upon thousands of retirees.

10. Throughout the *Colvin* litigation, I maintained contemporaneous records of attorney time spent and description of services rendered. I exercised billing judgment and winnowed hours expended down to the hours reasonably expended. For example, during the course of the *Colvin* case, I have engaged in countless telephone, face to face and email communications with scores of QWEST retirees who have addressed me to discuss concerns about retiree benefits, but having nothing to do with the *Colvin* case claims of wrongful termination of the Retiree Telephone Concession benefit. None of that time is included in my time records. Likewise, I have responded to dozens of letters and faxes from class members, although they raised concerns having nothing to do with the claims in the *Colvin* case. All such time is excluded from my time records. My time records do not reflect any time spent which did not directly promote the *Colvin* case litigation.

11. Herein below is a true copy of my time records reflecting, as of June 10, 2005, a total of **196** hours of attorney time expended in the *Colvin* litigation during the period December 4, 2003 through June 10, 2005. In my opinion the amount of time I expended to date on this case, 195 hours, was necessary to achieve the results obtained. I estimate I will expend an additional 20 to 40 hours to complete work on the litigation, including the fairness hearing and claims process. I believe I handled this case efficiently and effectively.

12. Contemporaneously herewith I have itemized the reasonable expenses and costs incurred in this action for which an award of reimbursement is sought totaling **\$1,042.09**:

Filing Fee:	\$ 136.00
Jury Fee:	\$ 150.00
Postage and long distance (estimated):	\$ 100.00
Photocopying in office (estimated 2,000 @ .10):	\$ 200.00
Photocopying at Anaconda Printing (Qwest documents):	\$ 28.77
Creation of PDF searchable CD-Rom of Documents:	\$ 392.32
Huff Transcription (December 14 motions hearing):	\$ 35.00

13. Pursuant to Article 4.2.3 of the approved "Settlement of Class Action," I hereby seek a total award of fees and costs to be paid by QWEST from its operating revenues in the amount of **\$75,000.00** to cover all attorney's fees, expenses, and taxable costs incurred in the *Colvin* case litigation. This sum represents a **lodestar enhancement multiplier ratio of less than 1.4**. The enhancement (1.4) is well within the enhancement range typically granted by courts for class action representation (1.25-2.00). Furthermore, this is not a class action with a worthless 'coupon' result. It is a class action resulting in real money and benefits being provided to over 3,000 Qwest Retirees.

14. I performed professional services in connection with the following tasks and projects during this litigation as described in the table below which services would be billed for individual representation at my current customary hourly rate of **\$275.00**:

STATEMENT OF LEGAL SERVICES RENDERED

Attorney's time record for period December 2003, through June 10, 2005, for legal services rendered in connection with *Colvin v. Qwest Communications, International, Inc.*, Case No. 04CV39, Otero County District Court, State of Colorado (Retiree Telephone Concession):

<u>Date:</u>	<u>Description of Task Performed:</u>	<u>Hours:</u>
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12.04.03	Review December 3 and December 4 email from Qwest Retiree leader Nelson Phelps attaching email from Qwest VP Jill Sanford (copied to Qwest EVP Barry Allen) with two drafts of proposed communications (once concerning telephone concession); re-review of November 28 email note from Qwest Retiree Bob Orton forwarding message he received from Ms. Sanford stating “ <i>we don’t have present plans to discontinue concession. We are, however, going to stop reimbursing retirees for services provided by our competitors;</i> ” tc (lengthy) with Mr. Phelps about what is going on, requesting legal action at the expense of the Association of U S WEST Retirees (AUSWR) and need to encourage retiree group members to begin gathering all available information on retiree concession.	0.9
01.05.04	Review email chain (numerous during December 2004) from Qwest Retiree leader Phyliss Kielblock on complaints from NWB based Qwest Retirees about Qwest plans to discontinue Retiree Telephone Concession; review December 16 letter from Qwest Retiree Ed Marsom to Qwest CEO Dick Notebaert (copied to Qwest EVP Barry Allen) protesting Qwest’s actions; review December 15 letter from Qwest Retiree Sharon Richards to Qwest EVP Barry Allen (copied to Qwest Felicity O’Herron) protesting Qwest’s actions.	0.4
01.06.04	Review extensive email note from Qwest Retiree leader Howard Rickman to Qwest EVP Barry Allen and Sr. VP Jill Sanford re: Qwest cutting off retiree telephone concession; tc with Qwest Retiree leader Nelson Phelps re: current situation and impact on Qwest retirees.	0.5
01.07.04	Review copy of Qwest EVP Barry Allen’s December 9, 2003 letter sent to Qwest Retirees; tc with Qwest Retiree leader Hazel Floyd re: numerous complaints from Qwest retirees.	0.2
01.08.04	Review emails being forwarded to me from Qwest Retiree leaders Howard Rickman and Nelson Phelps from impacted retirees complaining about Qwest terminating retiree telephone concession; draft email note re: same to Mr. Phelps.	0.3
	Review January 7 email response from Qwest Barry Allen to Mr. Rickman and Mr. Rickman’s email reply to Mr. Allen; tc with Mr. Nelson about the growing problem for Qwest retirees and request for my help.	0.5

01.10.04	Review January 10 email note from Qwest Retiree leader Howard Rickman to Qwest EVP Barry Allen copied to Qwest CEO Dick Notebaert protesting Qwest cutting off retiree telephone concession; additional tc with Qwest Retiree leader Nelson Phelps re: current situation and estimate of those affected and locations; research Internet particularly State PUC websites for information on boundaries of "Independent Telephone Companies"; review old U S WEST "Your Benefits" booklets for information on retiree telephone concession. (6:20 p.m. - 8:05 p.m.)	1.5
01.12.04	Review January 12 email notes exchanged between Qwest Retiree leader Howard Rickman and Qwest Sr. VP Jill Sanford re: Qwest retiree telephone concession; tc from Qwest Retiree leader Mimi Hull requesting my pursuit of legal options.	0.4
01.14.04	Review January 14 email note (with attachments) from Qwest Retiree Joan Catlett requesting my involvement to challenge Qwest on termination of retiree concession; tc (voice message) to Qwest Retiree leaders Nelson Phelps and Mimi Hull; draft email note to Mr. Rickman requesting listing of Independent Companies and known list of impacted Qwest Retirees with explanation for various information.	0.4
	Begin consideration of impact of another Qwest legal action on my workload; draft letter to Mr. Phelps, Mr. Rickman of AUSWR Board members re: meeting to discuss the situation and decide on action to take.	0.3
01.15.04	Review January 14 email note from Qwest Retiree leader Howard Rickman to Qwest EVP Barry Allen and Sr. VP Jill Sanford re: Qwest cutting off retiree telephone concession; tc with Qwest Retiree leaders Mimi Hull and Hazel Floyd re: current situation and impact on Colorado based Qwest retirees.	0.3
01.21.04	Meeting in Phoenix with AUSWR Board members to make presentation about legal action (ERISA vs. state law claims) and choice of forums likely to promote fastest resolution and decision made by retiree organization to have me go forward. (10:00-12:45).	0.8
01.24.04	Review compilation of materials AUSWR Board member Don Archibald received from Montana Public Service Commission re: telephone concession for employees and retirees; draft email note re: same to Mr. Archibald.	0.4

02.02.04	Review series of email chains from Qwest retirees (numerous and convoluted) with numerous attachments and sort for useful information to support legal claims; draft update report (extensive) to AUSWR retiree leaders re: my fact research conducted thus far about retiree telephone concession, chosen location for filing of state law suit. (2:10-4:30).	2.0
	Review evening sent multiple email feed back from Qwest retirees responding to my email report to AUSWR retiree leaders.	0.3
02.10.04	Review email from Qwest Retiree leader Hazel Floyd re: point of contact for flow of information from Qwest Retirees about information, data and documents now being gathered from hundreds of Qwest retirees; draft email response to Ms. Floyd with guidance.	0.2
02.11.04	Draft email note to Qwest Retiree leader Hazel Floyd on information being gathered.	0.1
02.12.04	Review February 10 letter from Jane Gray, AUSWR Representative - Pueblo area with extensive information, documents, memos, notes and data gathered from numerous listed retirees in Arkansas Valley Region of Colorado; begin compiling chronological facts for insertion in a state law complaint. (1:20-3:15 and 9:05-12:00).	4.5
02.18.04	Review email chain from AUSWR Qwest Retiree leaders on list of all known Colorado residents served by Independent Telephone Companies and consider potential state law forums.	0.4
02.20.04	Review information from anonymous Qwest Retiree on testimony about retiree telephone concession that should be in files at Arizona Corporation Commission; tcs with ACC representatives about procedure to obtain archived files.	0.5
	Begin research for case law on applicability of ERISA and DOL regulations to employer goods and services provided at discount to retirees. (8:50 p.m.-10:00 p.m.)	1.0
02.23.04	Tc with Qwest Retiree leader Nelson Phelps about planned email announcement on records and documents sought from targeted Qwest Retiree 'packrats' harboring useful information for proposed lawsuit; review proposed email note re: same; further tc with Mr. Phelps re: same; review final email note broadcast to Qwest Retirees.	0.5

02.24.04	Tc (conference call) with AUSWR Qwest Retiree leaders Howard Rickman, Hazel Floyd and Nelson Phelps on financing costs and effort for proposed lawsuit, logistics and information sharing for all covered former U S WEST regions (MB, PNB and NWB). (11:00-12:30)	1.5
	Review series of emails from numerous Qwest Retirees comment to AUSWR email broadcast seeking support and information for planned legal proceeding; draft email responses to same.	0.4
02.25.04	Tc with AUSWR Qwest Retiree leader Hazel Floyd re: discussions with Qwest Retirees and chosen named Plaintiff Wesley Colvin of LaJunta for proposed state law action.	0.3
02.28.04	Review email from AUSWR Qwest Retiree leader Jim Burns on different aspects concerning independent telephone concession service; draft email responsive note to Mr. Burns.	0.1
02.29.04	Review email from AUSWR leaders re: comments received from very pessimistic class members (wishing to remain anonymous) and draft email responsive comments.	0.3
03.03.04	Half day review of several weeks collection of regular mail communications stuffed with hundreds of pages of documents concerning Retiree Telephone Concession received from the following Qwest Retirees: Randolph Grosz, Russell and Norma Carlson, Joan Molen, Raymond Recker, C. Barton Cronin, Gerrie and Don Mead, Harvey Schreinner, Kathryn Benson, Edward Kulak, Donna Heer, Thomas & Janet Dillon, Rowland Wimmer, Cecil Kennedy, Cheryl and Doug Gorton, S. LaVon Rost, Richard Jones, Fred Zimmerman, Bill Corbin, G.L. Kuest, William Hammond, Keith Barnes, N.W. Gregory, John W. McCoy, Roy Garrett, Kenneth Rohl, Harold Green, Vern and Carol Hooker, Dorothy Sandness, Sally Rothenberger, J.D. Blackert, Yvonne Wright, Joseph Reinert, Eleanor Miller, Roger and June Hovland, Walter Oyloe, Ida Bailey, Wilma Raether, M.C. Sheffloe, Fraser McLaughlin, Don West, Ada Bulloch, Norman Freed, Paul Brown, Richard Jensen, Dale Lowry, Betty Shaw, C. Cavender, Edgar Ayers, Alan Ritchie, James Mogck, Kay Rudek, Gertrude Steffins, Joyce Mermis, and Charles Grandeville. (12:20-5:00).	4.5
03.04.04	Review email chain from Qwest Retirees (CWA members) re: status of CWA involvement and search for information on grievances, if any; draft email response to same persons.	0.2

	Review additional email from Qwest Retirees (CWA members) and documentation re: December 13, 2003 announcement from CWA Annie Hill to members re: change to concession; draft email not requesting follow-up information to Qwest Retirees (CWA members).	0.2
	Continue research case law on applicability of ERISA to employer goods and services provided at discount to retirees - 5 th Circuit ruling - and Internet search for cases involving former Bell System companies and telephone concession. (8:20 p.m.-10:00 p.m.)	1.5
03.07.04	All day - off and on - reviewing of extensive collection of documents and drafting of a state law complaint; draft email note with explanation to Mr. Colvin and AUSWR Qwest Retirees requesting legal action. (9-15-3:10).	5.0
03.08.04	Review series of email chains from Qwest Retirees commenting on my first draft of proposed state law complaint; consider comments, suggestions and incorporate, as needed into revised 2 nd draft of proposed state law complaint.	0.9
	Tc (lengthy) with Mr. Colvin discussing 1 st draft of proposed state law complaint and explanation of legal proceedings.	0.4
	Tc with AUSWR Qwest Retiree leader Hazel Floyd re: additional discussions with Qwest Retirees about potential named plaintiffs to act along with Wesley Colvin of LaJunta for proposed state law action; draft email note to Ms. Floyd confirming discussion and seeking additional information.	0.3
	Continue reviewing extensive collection of documents and make revisions to 1 st draft, creating 2 nd draft and send email note re: same to Mr. Colvin, AUSWR and class members soliciting feedback and further information. (6:20-9:30 p.m.)	3.0
03.09.04	Tc with Mr. Colvin to discuss his review of 2 nd draft of Complaint; draft email note re: same to Mr. Colvin.	0.2
	All day - off and on - continue reviewing extensive collection of documents and make revisions to 2 nd draft, creating 3 rd draft. (8:20-5:50 p.m.)	6.5
03.10.04	Tc with Mr. Colvin re: okay to file with final draft is ready; draft email note re: same to Mr. Colvin.	0.1

	Search Internet for information on Judges assigned to Otero County District Court and civil court case experience.	0.5
	All day - off and on - continue reviewing extensive collection of documents and make final revisions to 3 rd draft and prepare final complaint ready for filing tomorrow; draft email note to Mr. Colvin, AUSWR and class members re: final complaint and continued request for documents. (9:20 a.m -8:40 p.m.)	8.0
03.11.04	Draft email note to Qwest counsel Richard Baer and Cynthia Delaney re: 21 page Class Action Complaint filed today to Otero County District Court.	0.1
	Tcs from AUSWR Qwest Retiree leaders with comments on final complaint filed today.	0.3
	Draft email and faxed note to CWA Vice President John Thompson advising of filing of <i>Colvin</i> class action complaint.	0.1
	Review March 11 email note from Qwest Retiree representative Howard Rickman re: information from Qwest Retirees about a possible CWA grievance to be pursued against Qwest; draft follow-up email to Mr. Rickman re: same; tc with AUSWR Qwest Retiree leader Nelson Phelps re: same.	0.2
	Review March 11 email note from Mr. Colvin re: filing and draft response email note to Mr. Colvin; review additional email note from Mr. Colvin re: other interested potential named plaintiffs; draft responsive email note to Mr. Colvin re: same.	0.2
	Review March 11 email note from Qwest Retiree Arthur Bangle re: information on public statements about retiree telephone concession; draft follow-up response to Mr. Bangle seeking further information.	0.1
03.12.04	Review March 12 email note from Mr. Colvin re: other interested potential named plaintiffs; draft responsive email note to Mr. Colvin re: same.	0.1
03.15.04	Review email forwarded from Qwest Retiree Maxine Hughes and attachments re: documents to seek formal discovery about - CWA agreements with Qwest on continuation of Retiree Telephone Concession and consider formal discovery of CWA representatives of the past.	0.5

03.16.04	Review March 16 email from Mr. Colvin re: his statement to newspaper reporter and article appearing in LaJunta Tribune Democrat; Tc with Mr. Colvin re: same; draft email note to Mr. Colvin re: same.	0.2
03.17.04	Review March 17 email notes from Qwest Retirees John Berquist and Donald Knapp re: documents and information on retiree telephone concession; draft responsive emails to Mr. Berquist and Mr. Knapp.	0.2
03.30.04	Review and analyze additional cumulated documents (hundreds of documents and company newsletters) received from class members and draft email update to Mr. Colvin, AUSWR and class members re: particularized documents received and others that someone should search for. (11:50-3:05).	3.0
03.31.04	Review series of email chains as feedback to my March 30 email comments and request for further documents; draft email responses to questions asked.	0.3
04.01.04	Review and analyze Answer filed by Qwest and consider issues raised for formal discovery; draft update report to Mr. Colvin, AUSWR and class members re: same. (3:10-4:30).	1.3
	Review March 31 email from class member Robert Spiros with particularized question about telephone concession in retirement homes; tc with AUSWR Retire leader Mimi Hull for explanation; draft email note responsive to Mr. Spiros' questions.	0.3
04.08.04	Half day review several weeks collection of regular mail communications stuffed with hundreds of pages of documents concerning Retiree Telephone Concession received from the following Qwest Retires: Paul Lass, Donald and Phyllis Hoy, Joe McFarland, Donald Knapp, Frank and Patty Granato, Donald Thomas, Myrtle Osnes, Grace Gilbert, James and Alice Graslie, Albert Holman, Bob Nijeje, Robert C. Quade, Walter Black, Lenore Honke, Oleta Payne, Lydia Young, James Dollimer, Bruce Krentz, Leo Wagman, Robert LeGendre, Duane Blake, Julius Krabbenhoeft, Garth Linkey, Ralph Ward, David Faulkner, Harold Hemphill, Fawnea Bacus, Vincent Maag, Craig and Connie Larsen, Norm and Linda Hiller, Bruce Simner, Charles Garr, G.V. Phillips, Anna Tsifas, William Park, Melvin Dunkle, and Margaret Hawkins; consider new facts and draft proposed changes to make in the pending Complaint. (1:05-4:45).	3.5

04.10.04	Draft email note to Mr. Colvin, AUSWR and class members requesting particular Retiree Telephone Concession documents, including February 12, 1990 U S WEST Today publication.	0.2
04.14.04	Half day review all documents (hundreds) collected from class members to date, determine usefulness and relevance and prepare beginning "List of Retiree Telephone Concession Reimbursement Documents" 10 pages with comments on key matters and legal significance; draft update report re: same to Mr. Colvin, AUSWR and class members. (11:20-3:45).	4.0
04.16.04	Draft extensive report to 4 additional prospective named plaintiffs for LaJunta filing - James Hasenack, Dennis Lyons, Wesley Roscover and Donald Thomas with explanation about legal procedures and events to occur in the <i>Colvin</i> case.	0.8
04.15.04	Draft, revise and final "Plaintiff's Rule 26 Initial Disclosures" and send to Mr. Koenigs and Mr. Quigg with revised list of retiree documents already collected. (3:50-5:45).	1.7
04.16.04	Review April 16 email note from Mr. Koenigs and respond to same suggesting meeting during the week of April 26; review Mr. Koenigs' follow-up email note setting meeting date.	0.1
04.17.04	Draft email report requesting data from Mr. Colvin, AUSWR and class member for use in proposed deposition subpoena.	0.4
04.19.04	Review series of email notes from class members answering my request in my April 17 email for data and useful discovery information; draft email note responses to same.	0.3
04.20.04	Review April 20 email note from Qwest Retiree representative Nelson Phelps on compensation received for loss of local telephone concession service; tc with Mr. Nelson re: same and feedback from other retirees.	0.5
04.20.04	Revise and final a deposition subpoena duces tecum and draft email note re: same to Mr. Koenigs.	0.9
	Review April 20 email note from Mr. Koenigs opposing any discussion about discovery and consider implications for the case management order.	0.2

	Review compilation of papers received from class members re: North Dakota decision in <i>Stark v. U S WEST</i> regarding sale of local exchanges challenged by certain customers and conditions of approval; draft report to Mr. Colvin, AUSWR and class members requesting follow-up information and data from persons in North Dakota.	0.8
04.21.04	Review series of October 2003 email exchanges between class member Robert Horton and Qwest Jill Sanford and concerning 1980 version of I.M. 122 and draft email report to Mr. Horton requesting follow-up information.	0.5
	Review series of available U S WEST Today publications; draft email request to Mr. Colvin, AUSWR and class members for copies of certain missing and expected useful U S WEST Today publications.	0.8
	Review email chain from Qwest Retirees identifying and referring to location of expected useful publications.	0.2
04.22.04	Draft letter to class member Robert Clemens acknowledging receipt of his useful documents and responding to his questions and concerns.	0.2
04.26.04	Length review of all additional documents (dozens) collected from class members since April 14, determine usefulness and relevance and prepare updated "List of Retiree Telephone Concession Reimbursement Documents" 13 pages with comments on key matters and legal significance; draft update report re: same to Mr. Colvin, AUSWR and class members. (8:15-9:45 p.m.)	1.4
04.27.04	Draft and revise a proposed Case Management Order and email note re: same to Mr. Koenigs in advance of tomorrow's meeting. (11:05-12:20).	1.0
04.28.04	Final preparation for today's meeting with opposing counsel to go over a proposed case management order.	0.5
	Meeting with Mr. Koenigs and Mr. Carroll to discuss issues and potential case management order. (1:40-3:00).	1.3
	Draft extensive update report to Mr. Colvin, AUSWR and class members on today's meeting with opposing counsel and explanation about future events.	0.5

04.29.04	Review series of email chains from class members commenting on work performed to date with suggestions; draft email responses to same.	0.3
	Review April 29 letter from Mr. Carroll returning documents I produced, now bates stamped WC001-WC447 with video tape; tc (lengthy) with Qwest Retiree representative Hazel Floyd on additional documents collected from class members to be sent to me.	0.3
05.01.04	Review April 29 email note from Qwest Retiree representative Jack Ott and draft email response to his concerns and questions.	0.1
	Review May 1 email note from class member W.E. Corbin re: source of documents to consider and comments; draft email response to Mr. Corbin.	0.1
	Review May 1 email note from class member Karen Parrish re: source of documents, including RPP 1207 versions to consider and comments; draft email response to Ms. Parrish.	0.1
05.02.04	Review extensive documents and very useful data mailed to me by anonymous Qwest Retiree and consider formal discovery against Qwest for further details.	0.7
05.03.04	Review May 3 email from CWA LeRoy Christensen re: copies of RPP1207; draft email note to Mr. Christensen requesting same and inquiring about grievances, if any, filed by CWA against Qwest; tc with Qwest retiree representative Nelson Phelps to promote more involvement of CWA.	0.3
	Review April 30 letter from Qwest Retiree Karen L. Parish with complete copy of RPP1207 issued by U S WEST in 1990; extensive review of document.	0.8
	Review papers received from Qwest Retiree Donald Stockton and draft email note to Mr. Stockton commenting on his valuable information.	0.5
	Review May 3 email note from Mr. Carroll with attached letter containing Qwest's initial disclosures; consider arguments made in formal document and consider formal discovery list to prepare; draft email response to Mr. Carroll complaining about Qwest's refusal to make certain disclosures, etc..	0.7

05.04.04	Review May 4 email note from Mr. Carroll with current collection of Qwest's Rule 26 initial disclosure documents and note matters for a potential amended complaint.	0.5
05.05.04	Review box of recently obtained documents delivered to my office from Qwest retirees; draft email report to Mr. Koenigs with updated list of Retiree Telephone Concession Documents containing new documents dated September 1976, June 15, 1990, October 15, 1990, September 1996 and July 30, 1999.	0.9
05.05.04	Review May 3 mailing from CWA LeRoy Christensen containing 52 page RPP-1207, 99-04 edition; consider new matters set forth therein; draft email note to Mr. Christensen acknowledging receipt of his helpful documents.	0.7
05.08.04	Review May 7 letter from Mr. Carroll about returned documents; tc with Mr. Carroll (voice message) re: same.	0.1
	Review May 7 email from Mr. Carroll with attached copy of Qwest's proposed motion for entry of a modified CMO and draft of a proposed CMO and consider defense arguments to rebut.	0.5
05.11.04	Review email from Qwest Retiree class member Jack Eyres with attached documents - Concession Parity Policy dated January 24, 1990 and consider same; draft email note to Mr. Eyres re: documents received and respond to his questions.	0.3
	Review case law and draft rebuttal argument and email note to Mr. Koenigs about case management order and the "Communications Plan Concession Parity Policy" and plaintiff's position on conducting discovery on liability issue.	0.8
	Draft update email note to Mr. Colvin, AUSWR and class members.	0.1
05.14.04	Review May 14 email note from Mr. Koenigs with response to the points raised in my May 11 email; begin drafting changes to make to the filing to submit to the Court. (10:50-12:10).	1.1

05.16.04	Half day review of several weeks collection of regular mail communications stuffed with hundreds of documents concerning Retiree Telephone Concession received from the following Qwest Retires: Barbara Brown, Joseph Michels, Jack and Candy Ludwig, Lucille Dyer, Walt Trandum, Patsy Reiner, R.V. Norton, Jack Sabin, Bill Price, Albert Maas, Nelson Phelps, Larry Smith, Grace Hall, Ed and Joan Catlett, Donald Stockton, Ronald Loman, Donnetta Mitchell, John Postovit, Nadine Nelson, Lou Cicco, L.E. Manders, Gary Rostock, Robert Clements, Robert Orton, Robert Peeples, Adeline Downey, Joseph McFarland, Richard Ulve, Evan and Dorothy Pruitt, Joann Deming, John Postovit, Donna Heer, James Mogck, Harold Hamm, Christian Hell, Paul Lass, Jack Eyres and Rebecca Maske; consider new facts and and draft proposed changes to make pending revision for existing Complaint. (1:20-4:35).	3.0
05.18.04	Final revisions to the proposed case management document received in Mr. Koenings' May 14 email and return email note to Mr. Koenigs for consideration.	0.8
	Final revisions to the proposed order on management order received in Mr. Koenings' May 14 email and return email note to Mr. Koenigs for consideration; review May 18 email note from Mr. Koenigs re: same and his latest revisions; draft email note to Mr. Koenigs confirming he may file documents with the Court.	0.6
	Review May 17 email note from Qwest Retiree Elaine Hansen and draft email note to respond to her comments and questions.	0.1
	Review May 18 email note from Mr. Colvin re: his travel plans and how to contact him; draft email note to Mr. Colvin re: same.	0.1
05.24.04	Review old email request by Mr. Koenigs for page number in Federal Practice & Procedure, check notes and email answer to Mr. Koenigs' question.	0.1
05.25.04	Consider and begin drafting, and collect case law to support motion for class certification of the <i>Colvin</i> case. (1:15-5:30)	4.0
05.26.04	Tc (voice message) to Mr. Koenigs about plan to file a motion for class certification; review May 26 email note from Mr. Koenigs re: my telephone call and Qwest identifying a witness with knowledge regarding the labor agreements.	0.1

05.28.04	Review May 28 email note from Mr. Koenigs re: his receipt of Court's Modified Case Management Order providing I must wait to file a motion for class certification.	
	Draft update report to Mr. Colvin, AUSWR and class members on the court's ruling for discovery in the case.	0.3
06.03.04	Begin compiling list of documents that ought be sought in formal document request and consider potential witnesses.	0.6
06.09.04	Review email note from class member Velma Jo Black with attached information on her documents about Retiree Telephone Concession and review of documents.	0.2
06.16.04	Review email note from Qwest Retiree class member Donald A. Thomas with attached information on documents he received about Retiree Telephone Concession and review of documents; draft email note to Mr. Thomas to answer his questions about participating in the <i>Colvin</i> case.	0.3
06.22.04	Review extensive documents received from anonymous Qwest retiree concerning Retiree Telephone Concession and incorporate same into a proposed revision of the pending complaint.	0.5
07.06.04	Review email chain from class members about Telephone Concession and additional documents that could be sent to me and draft email response to same.	0.1
07.19.04	Review pile of recently obtained documents from Qwest retirees; draft email report to Mr. Koenigs with updated list of Retiree Telephone Concession Documents containing new documents dated June 1, 1979, December 1980, May 10, 1983, December 1983, October 1, 1984, February 1988, February 6, 1990, February 26, 1990 and April 1, 1999 and propose there be a mediation as briefly discussed with Qwest General Counsel Rich Baer at a hearing in the <i>Strauss</i> case.	0.8
07.20.04	Review July 20 email from Mr. Carroll about documents and Mr. Koenig's vacation; tc from class member re: what documents have I requested.	0.1
07.21.04	Meeting in Helena, MT with numerous Montana and Idaho based Qwest retirees and give presentation, including issues pending in <i>Colvin</i> case and respond to class retirees' questions about settlement. (10:10-1:00).	0.5

07.22.04	Draft note to Qwest Retiree representative Eldon Graham re: 5+5 video taping of comments by U S WEST Charlie Kamen and Barbara Doherty on commitments re: retiree telephone concession.	0.2
07.24.04	Review July 24 email note from Qwest Retiree representative Eldon Graham on PNB documents obtained from class members about the telephone retiree concession benefit and respond via email note to Mr. Graham.	0.2
07.27.04	Review July 26 letter from Mr. Carroll re: return of documents; tc with Mr. Koenigs about my proposal for conducting a Qwest paid for mediation with the Judicial Arbiter Group (JAG); draft email note to Mr. Carroll to inform him that documents have been returned to me.	0.2
07.28.04	Review July 28 email note from Mr. Koenigs with attached copy of Modified Case Management Order - May 19 ruling by Judge Schiferl.	0.1
08.02.04	Review August 2 email note from Mr. Koenigs confirming calendar date for mediation at JAG's office in Denver; draft email note with explanation to Mr. Colvin, AUSWR and class members requesting appointment of a mediation team.	0.4
08.03.04	Review email chain from Qwest Retiree class members re: appointment of mediation team representatives for September 14 mediation and respond to same; review email note from Mr. Colvin about attending the mediation and respond to same.	0.2
08.05.04	Review August 3 letter from JAG confirming the mediation on September 14 and charges for same; draft update report to Mr. Colvin, AUSWR and class member re: same and progress of selection of mediation team members.	0.2
	Review AUSWR and class members' proposed report for retiree newsletters, revise same and email note to Mr. Colvin, AUSWR and retiree members re: same and soliciting settlement comments and proposals; tc with AUSWR members Nelson Phelps and Mimi Hull and efforts to canvas retiree class members for input, comments and suggestions; review final email announcement made by retiree representatives to class members.	0.7

08.06.04	Tc with retiree class members selected representatives Nelson Phelps re: Larry Smith and Jim Burns on persons contacted and input from class members; tc with mediation team member Mimi Hull on proposals and issues for mediation.	0.5
08.08.04	Review August 8 email note from Mr. Colvin listing additional persons willing to be named plaintiffs and review records and documents produced by listed persons.	0.4
08.10.04	Draft extensive email note to Mr. Colvin on his attendance at the planned September 14 mediation and assistance of class member representatives; review email note from mediation team member Jim Burns on mediation attendance.	0.2
08.11.04	Review faxed copy of August 11 letter from JAG confirming September 14 mediation and requesting mediation materials by September 7; draft email note to Mr. Colvin and mediation team members re: same.	0.2
	Begin assembling materials and consider documents and arguments for presentation at September 14 mediation and consider hundreds of letters from class members. (7:10-9:40).	2.3
08.15.04	Continue assembling materials, reviewing documents and preparing for presentation to make at September 14 mediation and begin draft of a position statement to submit by September 7. (2:20-5:10)	2.5
08.16.04	Review email from Qwest Retiree and part-time employee Louis H. Greco re: CWA grievance filed against Qwest re: telephone concession issues; draft email response requesting further information about retiree telephone concession and grievances, if any; tc with Mr. Greco (voice message) re: same.	0.2
	Review fax received from Mr. Greco re: CWA grievance action against Qwest (July 28 and July 29 correspondence - LeRoy Christensen and Cynthia Kok); further tc with Mr. Greco re: same.	0.2
08.17.04	Review email chain from Qwest Retiree class members re: meeting in Denver in preparation for September 14 mediation and respond to same.	0.1
	Begin research of developments in the telephone concession case of <i>Joseph Ponder v. AT&T Corporation, Lucent, et al</i> , Case No. 99-CV-507, Southern District of Ohio.	0.8

08.18.04	Review and consider comments in extensive email chain from Qwest Retiree Howard Rickman with detailed input from class members - 20 contacts reflecting acceptable settlement solutions.	0.3
08.19.04	Draft email to Mr. Koenigs relaying knowledge about Qwest's agreement with CWA and proposal to advise Judge Schiferl that parties are going to pursue mediation; draft update report re: same to Mr. Colvin, AUSWR and class members; review August 19 responsive email from Mr. Koenigs.	0.2
08.22.04	Review accumulated regular mail with documents and comments for settlement proposal received from the following Qwest Retirees: Jean Gammell, Gerald Parks, William Wilson, Phyllis Morley, Terry Ekholm, John Turcheneske, Marjorie Fraley, Nancy Loomis.	0.9
08.20.04	Review email chain from Qwest Retiree class members re: evening meeting before mediation and respond to same.	0.1
08.23.04	Update the "List of Retiree Telephone Concession Documents" (17 pages) and send email report to Mr. Koenigs re: documents being mailed for photocopying.	0.3
08.24.04	Review August 23 email from Mr. Koenigs with proposed stipulation for entry of first modified case management order to file with Court; draft email response and request agreement on going forward with formal discovery.	0.2
	Continue and complete extensive Internet research and fact finding on developments in the telephone concession case of <i>Joseph Ponder v. AT&T Corporation, Lucent, et al</i> , Case No. 99-CV-507, Southern District of Ohio and draft extensive report re: same to Mr. Colvin, AUSWR and class members. (10:10-12:40).	2.2
08.26.04	Review August 25 letter from Mr. Carroll with joint motion as filed with the Court;	0.1
	Consider needed discovery and draft, revise and final a Notice to Take Rule 30(b)(6) Deposition with First Requests For Production of Documents and email note re: same to Mr. Koenigs. (2:10-3:30).	1.3
	Draft additional email note to Mr. Koenigs requesting agreement for changing deadline for Plaintiff to move to file an amended complaint.	0.1

08.27.05	Review August 27 email from Qwest Retiree class member re: not allowing settlement funds to come from pension fund as in the <i>Ponder v. AT&T</i> case; draft response addressing class member's concerns.	0.1
08.30.04	Review August 27 series of email from Mr. Koenigs with proposed stipulation and draft responsive email note to Mr. Koenigs.	0.1
	Review August 30 letter (4 pages) from Mr. Koenigs setting forth Qwest Rule 408 proposal for settlement; tc with Mr. Colvin re: same and consideration of issues and problems Qwest's proposal would create; draft several email notes to Mr. Koenigs re: his reference about LeRoy Christensen and when class members will have a response; draft update report to Mr. Colvin, AUSWR and class members re: same.	0.8
	Review email chain from class members' chosen mediation team and consider <i>numerous</i> comments and respond to same.	0.5
08.31.04	Tc conference call with class members' chosen mediation team to consider and decide upon a response to Qwest's offer appearing in Mr. Koenigs' August 31 letter.	0.7
	Review August 31 email from Mr. Koenigs with copies of two union grievances he referred to in his August 30 letter; draft update letter re: same to Mr. Colvin, AUSWR and class members.	0.2
	Review additional email notes from class members and the chosen mediation team and consider comments and respond to same.	0.3
09.01.04	Review additional email notes from class members and the chosen mediation team and consider comments and respond to same.	0.2
09.07.04	Review email from class member re: forwarded information from Qwest Retirees about Qwest announcing a new long distance service plan charge and consider same for upcoming mediation (issue about fees if not \$20 and over).	0.1
09.08.04	Half day work on drafting, considering and finalizing Plaintiff's Confidential Settlement Statement (extensive explanation and supporting agreements) sent via fax to William D. Neighbors, Judicial Arbitrator Group; draft email note re: same to Mr. Koenigs; (7:20-12:00).	4.0

	Draft update report to Mr. Colvin, AUSWR and class members re: retirees' response to Qwest's settlement proposal in August 30 letter.	0.2
09.10.04	Review September 10 letter from Mr. Colvin re: attendance of CWA representatives at mediation; tc with retiree chosen mediation members; review email note from mediation team member Jim Burns re: same; draft email note to CWA LeRoy Christensen inviting his attendance; and draft email note to Mr. Koenigs confirming retirees want CWA representatives present; review follow-up email note from Mr. Koenig's with his letter to JAG reporting CWA to participate.	0.9
	Tc (lengthy) with CWA LeRoy Christensen and CWA counsel Rosenblatt about attending the mediation and our respective positions.	0.8
	Draft additional email note to Mr. Koenigs to identify retiree mediation team members Mimi Hull, Eldon Graham and Jim Burns; tc (lengthy) with mediation team member Mimi Hull re: more feedback from retiree class members on an acceptable settlement solution.	0.5
09.11.04	Tc with Mr. Colvin about telephone expense records to bring to the mediation; draft follow-up email note to Mr. Colvin about the mediation process and documents to bring.	0.5
	Review September 11 email note from mediation team member Jim Burns and respond to same with explanation.	0.1
09.12.04	Review email note from Mr. Colvin about telephone expense records; tc with Mr. and Mrs. Colvin re: same.	0.2
09.13.04	Review of file, documents, research and notes in preparation for tomorrow's mediation proceeding. (10:20-12:40); Review papers hand delivered from Maryls Rathbun on a lawsuit she filed in Phoenix Federal Court - consideration of issues that may or may not impact mediation for tomorrow (6:30-8:00).	3.5
	Meeting discussion with mediation team members Mr. Colvin, Mimi Hull, Eldon Graham and Jim Burns on tomorrow's mediation. (6:30-9:00 p.m.).	2.5
09.14.04	Final preparation for today's mediation.	0.5

09.14.04	Attend mediation before Justice William Neighbors; discussions with CWA representatives, discussions with mediation team members and resolution reached. (9:30-1:30).	4.0
09.15.04	Draft update report to Mr. Colvin, AUSWR and class members on outcome of yesterday's mediation; draft email note to Mr. Koenigs re: his voice message left yesterday.	0.2
	Review detailed email note from Mr. Koenigs outlining the settlement reached in yesterday's mediation; draft short report to Mr. Colvin and mediation team members; tc with mediation team members Mimi Hull and Mr. Colvin; draft confirming email note to Mr. Koenigs re: same.	0.4
09.16.04	Draft detailed update report to Mr. Colvin, AUSWR and class members on outcome of the mediation and steps to follow in place.	0.3
09.17.04	Review series of email notes from class members commenting on the outcome of the mediation and email responses to questions.	0.2
09.18.04	Meeting in Salt Lake City, UT with numerous Utah based Qwest retirees and give presentation, including issues pending in <i>Colvin</i> case and respond to class retirees' questions about settlement. (9:45-1:00).	0.5
09.20.04	Review additional email notes from class members and mediation team members, consider comments and respond to same.	0.3
09.21.04	Review September 21 email note from CWA counsel Rosenblatt to Mr. Koenigs confirming accuracy of summary of agreement; review and respond to email notes from mediation team members about what to report in Retiree newsletters.	0.5
09.22.04	Review and edit report for Retiree newsletters about the outcome of the Colvin case mediation and the next steps to take place; draft email notes to Mr. Colvin and other mediation team members re: the same.	0.3
	Review invoice received from JAG for mediation costs and draft email note to Mr. Koenigs re: Qwest payment of same.	0.1
09.23.04	Review email and fax note from Mr. Koenigs re: payment of JAG invoice; draft email note re: same to Mr. Koenigs; tc with mediation team member Mimi Hull re: same.	0.1

09.24.04	Review proposed news article by mediation team member Jim Burns for retirees in NWB areas, revise same and email note to Mr. Burns to answer his questions.	0.2
09.27.04	Review additional email notes from class members and the chosen mediation team and consider comments and respond to questions about who is and who is not to be included.	0.2
09.29.04	Review email note from Mr. Colvin with extensive attachments and draft email note to Mr. Colvin that review will go forward tomorrow.	0.1
09.30.04	Review and consider changes to proposed settlement documents for filing with the Court. (1:45-4:00).	2.0
10.01.04	Tc with Mr. Koenigs on various matters for settlement documents.	0.3
	Revise proposed Amended Complaint and revise proposed stipulation for amendment; draft email notes re: same to Mr. Koenigs; review responsive email note from Mr. Koenigs re: Qwest preferring to wait.	0.7
10.05.04	Review and make revisions to proposed settlement agreement; draft email note to Mr. Koenigs re: same.	0.8
	Draft update report to Mr. Colvin and mediation team members; review email feedback from mediation team members.	0.2
10.06.04	Review and continuing making more revisions to revised proposed settlement agreement; draft several email notes to Mr. Koenigs re: same; draft update report to Mr. Colvin and mediation team members and review email feedback from them.	0.9
	Review and make revisions to the preliminary settlement approval order and email note to Mr. Koenigs re: changes made.	0.4
10.07.04	Review email note from Mr. Colvin and respond to same.	0.1
10.08.04	Review October 7 email note from Mr. Koenigs re: inclusion for preliminary approval order and Qwest's position on \$50,000 maximum attorney's fees; consider remaining work and draft email note to Mr. Koenigs with further proposal for preliminary approval order and propose \$75,000 maximum attorney's fee award; draft email note re: same to Mr. Colvin and mediation team members.	0.4

10.14.04	Review October 14 email note from Mr. Koenigs with the latest settlement agreement ready to go, read carefully and consider same, and draft email note re: same to Mr. Koenigs; draft email note to Mr. Colvin.	0.3
10.15.04	Meeting in Denver, CO with numerous Colorado based Qwest retirees and give presentation, including issues pending in <i>Colvin</i> case and respond to class retirees' questions about settlement. (10:30-1:30).	0.5
10.16.04	Review October 15 email from Mr. Koenigs with attached revised settlement document ready for Mr. Colvin's signature; tc with Mr. Colvin's spouse re: same; draft email to Mr. Colvin with directions about settlement agreement.	0.3
10.20.04	Review October 19 email from Mr. Colvin's spouse re: locating Mr. Colvin who is hunting and respond to email; draft email to Mr. Koenigs re: same; tc with Mrs. Colvin.	0.2
	Review additional October 20 email from Mrs. Colvin; tc with Mrs. Colvin; draft email note to Mrs. Colvin re: getting Mr. Colvin's signature.; review additional October 20 email from Mr. Koenigs and respond to same; tc from Mr. Colvin.	0.2
10.22.04	Deliver executed settlement agreement to Mr. Koenig's office; draft email confirming delivery and updated to Mr. Colvin, AUSWR and class members; review October 22 email from Mr. Koenigs re: our not requesting hearing on preliminary approval.	0.3
10.23.04	Review October 22 transmittal letter from Mr. Koenigs to Clerk of Otero County District Court; Review October 22 "Motion to Intervene" filed by counsel for Maryls Rathbun - study and analyze reasoning and begin noting issues to raise in opposition of intervention. (2:20-4:10).	1.5
10.28.04	Tc (voice message) from Mr. Koenigs and draft email acknowledgment while traveling in Phoenix-Tucson; tc with Mr. Koenigs to discuss the pending motion to intervene.	0.4
	Meeting in Phoenix with numerous Arizona based Qwest retirees and give presentation, including issues pending in <i>Colvin</i> case and respond to class retirees' questions about settlement. (10:00-12:50)	0.5

10.29.04	Meeting in Phoenix with numerous Arizona based Qwest retirees and give presentation, including issues pending in <i>Colvin</i> case and respond to class retirees' questions about settlement. (10:00-12:30).	0.5
11.08.04	Review November 8 email from Mr. Koenigs and analyze his proposed brief in opposition to intervention; research applicable case law and note matters to address in a revision.	0.9
	Further review of proposed brief in opposition to intervention and draft email note to Mr. Koenigs with proposed changes to make; tc with Mr. Koenigs re: proposed use of Affidavit by LeRoy Christensen of CWA.	0.5
	Draft update report to Mr. Colvin, AUSWR and class members re: Maryls Rathbun's motion to intervene.	0.1
11.09.04	Review Mr. Koenigs' November 9 email with attached final opposition brief filed with the Court.	0.1
11.10.04	(numerous) Tcs and emails exchanged with Qwest Retiree Donnetta Mitchell re: preparation of all documents obtained from class members to be scanned in a searchable file format for litigation purposes in event Rathbun is allowed to intervene and interfere with settlement, thus, prolonging litigation.	0.5
11.11.04	Additional tcs and emails exchanged with Qwest Retiree Donnetta Mitchell re: preparation of all documents obtained from class members to be scanned in a searchable file format for litigation purposes in event Rathbun is allowed to intervene and interfere with settlement, thus, prolonging litigation.	0.3
	Draft email to Mr. Koenigs with suggestion for discussion to be made in Affidavit by William Neighbors to assist with our opposition to Rathbun motion to intervene.	0.2
11.15.04	Review November 15 email from Mr. Koenigs with attached proposed Affidavit for William D. Neighbors; draft response email to Mr. Koenigs with proposed changes to paragraph 5 of Affidavit; draft update to Mr. Colvin, AUSWR and class members; respond to additional email exchange with Mr. Koenigs.	0.4
11.16.04	Review Mr. Koenigs November 16 email to JAG re: Williams Neighbors Affidavit and draft email to JAG confirming Plaintiff's agreement for the same.	0.1

11.17.04	Review Mr. Koenigs November 17 email re: procedure to follow upon submission of Mr. Neighbors' Affidavit and respond to same via email note on Plaintiff's proposal for going forward; further review of Maryls Rathbun's motion for intervention.	0.2
11.19.04	Review November 19 email chain from Qwest retirees re: question about scope of <i>Colvin</i> case class and settlement terms and respond to same.	0.1
11.23.04	Review November 23 email chain with some serious misinformation from Qwest retirees re: question about scope of <i>Colvin</i> case class and settlement terms and draft extensive response to clarify matters.	0.3
11.24.04	Review November 23 letter from Rathbun's counsel with motion for extension of time and proposed order.	0.1
	Review belated fax from Otero County District Court clerk with October 26 order allowing the proposed amended complaint; draft email note re: same to Mr. Koenigs.	0.1
11.29.04	Review November 29 email from Qwest Retiree Karla Derrickson and provide explanation and response to her questions about applicability of proposed <i>Colvin</i> class settlement.	0.1
11.30.04	Review November 30 email from Mr. Koenigs with proposed joint motion in opposition to Rathbun's motion for extension of time and respond to same with email note with additional paragraph to include in joint motion; review additional email note from Mr. Koenigs confirming filing of joint paper.	0.2
12.01.04	Draft update to Mr. Colvin, AUSWR and class members re: hearing now set for Wednesday, December 15 before Judge Schifferl; review email chain from AUSWR and class members re: posting of information concerning the <i>Colvin</i> case and draft directions to follow re: same; draft and exchange several email notes with Mr. Koenigs re: hearing to be held this month before Judge Schifferl.	0.5
	Review searchable CD Rom with all <i>Colvin</i> case documents contained on it and draft email to Qwest Retiree Donnetta Mitchell re: work performed.	0.2

12.07.04	Review December 7 email from Qwest Retiree Louis H. Greco and provide explanation and response to his questions about applicability of proposed <i>Colvin</i> class settlement.	0.1
12.10.04	Review December 10 email from Mr. Koenigs with attached “parties submittal of affidavits”; tc with Mr. Koenigs to discuss the same as ready for filing.	0.3
12.13.04	Review December 13 email from Mr. Koenigs with attached joint sur-reply brief in opposition to Rathbun’s motion for intervention; draft extensive email notes to Mr. Koenigs with researched case law and argument to include in papers to be filed.	0.9
12.14.04	Meeting with Mr. Koenigs re: approach to take at December 16 hearing and to obtain additional Rathbun papers filed in Phoenix Federal Court case.	0.3
	Half day review of Rathbun papers filed in Phoenix Federal Court case and review of pending settlement documents and all briefs as preparation for tomorrow’s hearing. (3:30-6:10).	2.5
12.15.04	Travel from Denver to LaJunta and final preparation for today’s hearing before Judge Schiferl.	6.0
	Attend hearing and present argument before Judge Schiferl; after hearing discussion with Mr. Koenigs; after hearing discussion with Mr. Colvin and other class members. (3:00-5:30)	2.5
12.16.04	Draft update report to Mr. Colvin, AUSWR and class members re: outcome of yesterday’s hearing before Judge Schiferl.	0.2
	Draft email note to Mr. Koenigs and revise research paper on arguments for proposed findings of fact and conclusions of law to send to Mr. Koenigs.	0.5
12.17.04	Review December 17 email note from Mr. Koenigs; tc with Mr. Colvin re: his statements made at December 15 hearing.	0.2
01.03.05	Tc with Janice @ Huff Transcription re: transcript of December 15 hearing and logistics.	0.1
01.06.05	Review transcript of December 16 hearing (44 pages) and note issues and arguments for use in post-hearing brief to be filed.	0.9

01.12.05	Review of January 12 draft from Mr. Koenig of joint proposed findings of fact and conclusions of law; review case law, make changes, second review of December 16 transcript, and prepare draft to return to defense counsel. (2:10-5:20).	3.1
01.13.05	Continue revisions to joint proposed findings of fact and conclusions of law and email note with revised draft to defense counsel.	0.8
01.14.05	Continue extensive revisions to joint proposed findings of fact and conclusions of law and email note with revised draft to defense counsel.	0.9
	Review January 14 email from Mr. Koenigs and respond with proposed changes for paper to be filed; tc with Mr. Koenigs; further email and revisions for paper to be filed. (2:45-4:30)	2.3
	Review final paper as faxed to the Court by Mr. Koenig's office.	0.2
01.17.05	Draft update to Mr. Colvin, AUSWR and class members; tc with Mr. Colvin re: same.	0.5
01.19.05	Review and analyze Maryls Rathbun's proposed memorandum and order filed with the Court.	0.8
01.27.05	Further review of Maryls Rathbun's proposed memorandum; tc and email with Mr. Koenig's re: submitting our proposed order to Court on a diskette.	0.6
02.28.05	Review email chain from class member retirees about Qwest proposed changes to telephone concession and respond.	0.2
04.01.05	Tc to Judge Schiferl's division clerk; Draft update to Mr. Colvin, AUSWR and class members	0.2
04.02.05	Review email chain from class member retirees about CWA's proposed agreements with Qwest on changes to telephone concession and respond.	0.2
04.08.05	Review Judge Schiferl's April 7 Order faxed to me today - 16 pages findings of fact and conclusions of law; draft update to Mr. Colvin, AUSWR and class members; tcs with Mr. Colvin's spouse. (12:40-1:55).	1.2

04.11.05	Review email chain from class member retirees about class member Robert Trygg, McGregor, IA's small's claims court action and recovery against Qwest regarding Retiree Telephone Concession and respond to same.	0.3
	Review April 11 email from class member retiree Mary Meyer and respond to her questions and request for explanation; Review April 11 email from class member retiree Paul Irwin and respond to his questions.	0.3
04.13.05	(Throughout the day) Review and exchange series of email with Mr. Koenigs concerning setting dates for Class Notice deadlines and Fairness Hearing.	0.4
	Review April 13 email from class member retiree Bebra Jenkins and respond to her questions and request for explanation; review follow-up email from Ms. Jenkins and respond to same.	0.2
04.14.05	Review and exchange series of email with Mr. Koenigs re: establishment of a website for the case; draft update report to Mr. Colvin, AUSWR and class members re: website.	0.3
04.15.05	Review April 15 email from Mr. Koenigs with proposed stipulation for entry of order amending preliminary settlement approval and respond to same; draft update report to Mr. Colvin, AUSWR and class members re: same.	0.3
04.18.05	Review Judge Schiferl's amended preliminary approval order; draft email note to Mr. Koenigs re: requesting copy of class notice when sent out.	0.2
04.19.05	Review and exchange series of email with Mr. Koenigs concerning wording, terms and explanation to be included in revised Class Notice deadlines and Fairness Hearing (12:15-1:57).	1.0
	Review and respond to further email exchange with Mr. Koenigs; draft update to Mr. Colvin, AUSWR and class members re: same (4:25-4:45).	0.4
04.21.05	Review and exchange series of email with Mr. Koenigs concerning website established for class members; draft update to Mr. Colvin, AUSWR and class members re: same.	0.7
	Further review of website established by Qwest; draft additional email to Mr. Koenigs requesting additional change for website re: "important deadlines."	0.2

04.22.05	Review April 22 email from Mr. Koenigs re: operational website; review posting at Maryls Rathbun's counsel's website re: Retiree Telephone Concession lawsuit filed against SBC; draft email note re: same to Mr. Koenigs.	0.2
04.24.05	Review summary report prepared by AUSWR class members for publication in retiree newsletter, make changes and advise AUSWR class members.	0.2
04.25.05	Review April 22 note from Jason Stinehart and review copy of Settlement Notice mailed to class members on Friday, April 22, 2005.	0.2
	Review April 25 email note from class member Theresa Breci and respond to her questions and concerns; review April 25 email note from class member George Votava and respond to his questions and concerns.	0.2
	Tcs with class member retirees: spouse of E.A. McCord; spouse of Charles Witcher; Maryanna Barnes, Paul Berauw and Peter N. Poth and answer questions and discuss concerns about settlement.	0.5
04.26.05	Review April 26 email note from class member Dorothy Rearick and respond to her questions and concerns; review April 26 email note from class member Dave Ellis and respond to his <i>many</i> questions and concerns; review April 26 email note from class member Dick Michel and respond to his questions and concerns; review April 26 email note from class member Donald Ericson and respond to his questions and concerns.	0.4
04.27.05	Review April 27 email note from class members John and Bev Inman and respond to their questions and concerns; review April 27 email note from class member Norman Freed and respond to his questions and concerns.	0.2
	Tcs from class members Vernon Blain, Glenn Dalquist, Norman Ericson, Robert True, Hal Schupp and Violet Fenner to respond to questions and concerns.	0.6
04.28.05	Review April 28 email note from class member Theresa Breci and respond to her questions and concerns; review April 28 email note from class member Nicloe Bice and respond to her questions and concerns.	0.2
	Tcs from class members Myra Doak, Lorraine Gee and J. Lyle Palmer to respond to questions and concerns.	0.3

04.29.05	Tcs from class members Shirley Kipper, Helen Edwards, Lynn Naylor, William Kish and Charles Kline to respond to questions and concerns.	0.5
05.02.05	Review May 2 email note from class member Bill Corbin and respond to his questions and concerns.	0.1
	Tcs from class members Charles Zimmer, Jacquelin Feizer, Helen Sineitze, Wanda Burford, Melvin Dunkle and Shirley Pratt to respond to questions and concerns.	0.6
05.03.05	Draft update report to Mr. Koenigs on 'response to class notice' and inquire about payment to surviving spouses.	0.5
	Tcs from class member Mary Kelso, Margaret Ricker and Joyce Trevillian to respond to questions and concerns.	0.3
	Tc with Mr. Koenigs on status of class claims, comments and opt-out notices.	0.3
	Review May 3 email note from class member Donald Hamlin and respond to his questions and concerns; tc with class member Jacqueline Feiger and respond to her questions and concerns.	0.3
05.04.05	Tcs with class members Ruth Gaddis, M.L. McCarty and Richard D. Jensen to respond to questions and concerns.	0.3
05.05.05	Tc with class member M.L. McCarty and draft extensive explanation and report in response to his concerns and litany of questions; tc with class member Roxanna Carpenter and draft extensive explanation and report in response to her concerns and litany of questions; review email from class member Donna Goette and respond to her concerns and litany of questions.	0.4
	Tcs from class members Edna Huston, Wilma Bruce, Helen Lussier, E.R. Newmarker, John Heyser and Bob L. Gass to respond to questions and concerns.	0.6
05.11.05	Tcs with class members Helen Nibarar (sp?) And Verna Pretti to respond to questions and concerns.	0.2
05.13.05	Draft update report to Mr. Koenigs on 'response to class notice' and inquire about payment to surviving spouses; draft update report to Mr. Colvin, AUSWR and class members re: same.	0.6

05.16.05	Review Maryls Rathbun's notice of intent to opt-out and draft email note re: same to Mr. Koenigs; draft update report to Mr. Colvin, AUSWR and class members.	0.2
	Draft email note to Wilma Raether to acknowledge her request for confirmation that her notice to be excluded has been received.	0.1
05.18.05	Review May 18 email note from Mr. Koenigs re: how Qwest will handle payments to spouses of deceased class members and respond to same.	0.1
05.19.05	Review May 19 email note from class member Ralph Ward and respond to his questions and concerns; review April 28 email note from class member Nicloe Bice and respond to her questions and concerns.	0.2
05.20.05	Review additional letter from counsel for Maryls Rathbun confirming her intent to opt-out and draft email note re: same to Mr. Koenigs.	0.1
05.25.05	Draft email note to Mr. Koenigs re: long distance question asked by class members for clarification.	0.1
	Draft <i>final</i> update report to Mr. Koenigs on 'response to class notice'; draft update report to Mr. Colvin, AUSWR and class members re: same; review email feed back from AUSWR class members.	0.4
05.26.05	Tc with class member John Bennett and respond to his concerns; draft email note re: Mr. Bennett to Mr. Koenings; review May 26 email note from Jason Stinehart re: Mr. Bennett; tc with Mr. Bennet re: same.	0.2
05.31.05	Review May 28 email note from class member Wilma Raether and respond to her concerns; draft email note re: Ms. Raether to Mr. Koenigs.	0.1
	Review May 31email note and materials from class member Ethel Bates being requested by Maryls Rathbun's counsel to join her lawsuit and respond to her concerns.	0.2
	Tc from class member Lee Anderson and respond to his concerns.	0.1

06.01.05	Draft email note re: Lee Anderson to Mr. Koenigs; review email response from Mr. Koenigs; tc with Mr. Anderson re: same.	0.1
06.03.05	Draft email note re: Joel Krausse to Mr. Koenigs; review email response from Mr. Koenigs; tc with Mr. Krausse re: same.	0.1
06.06.05	Review email note from class member Kevin Fuller; draft email note re: Kevin Fuller to Mr. Koenigs; review email response from Mr. Koenigs; draft email note to Mr. Fuller and provide explanation about case.	0.2
	Begin drafting Plaintiff's brief in support of fairness; begin drafting CLK Affidavit in support of award of fees and costs. (10:20-12:40).	2.2
06.07.05	Review current draft of brief in support of fairness and make revisions.	0.5
	Draft email note to Mr. Koenigs re: planned completion of fairness brief and papers to be delivered to him on Friday, June 10.	0.1
06.08.05	Review series of email chain communications between Qwest Retiree leader Howard Rickman and Qwest EVP Theresa Taylor on Qwest Retiree long distance concession and DSL matters.	0.2
06.09.05	Review all time records in <i>Colvin</i> case check entries and prepare final report and Affidavit to submit in support of request for attorney's fee award.	0.9
06.10.05	Draft email report re: attorney's time and send to defense counsel, AUSWR and class members for comments and objections; review email feedback from AUSWR Retiree leaders.	0.4
	Further review, check for additional case law, and drafting of memorandum in support of fairness judgment.	0.7
06.13.05	Tc with Mr. Koenigs re: Qwest's position on attorney's fees.	0.1
06.15.04	Review June 14 email note from Mr. Koenigs re: Qwest's position on attorney's fees; draft responsive email to Mr. Koenigs.	0.1

06.15.05	Tcs with class members William Eastwood, Bill Kish, Mary Hannon and George Mattson and respond to their questions and concerns; draft email note to Mr. Koenigs re: Ms. Hannon.	0.4
	Review June 15 email from Mr. Koenigs with attached papers to file with Court; tc with Mr. Koenigs re: same; make revisions to claim form; final Affidavit report on attorneys fees and return email to Mr. Koenigs with final papers for filing.	1.0
	Total hours:	199.2
	Total Time Charges: 199.2 hours @ \$275 = \$54,780.00 (December 4, 2003 through June 15, 2005)	

I declare under penalty of perjury that the foregoing statements are true and correct.

Executed at Denver, Colorado this 15th day of June, 2005.

Respectfully submitted,



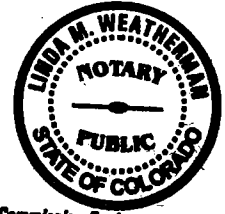
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CLASS COUNSEL

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing was subscribed and sworn to before me this 15th day of June, 2005 by
Curtis L. Kennedy.

Witness my hand and official seal.

My commission expires: 4/18/2006



Linda M Weatherman My Commission Expires April 18, 2006

CERTIFICATE OF DELIVERY

I hereby certify that on this 15th day of June, 2005, a true and accurate copies of the foregoing

**AFFIDAVIT OF CURTIS L. KENNEDY
(with request for payment of Attorney's Fees and Costs)**

was delivered by email and mailed first class postage prepaid to **COUNSEL FOR DEFENDANT:**

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Curtis L. Kennedy

DISTRICT COURT, OTERO COUNTY, COLORADO Otero County Courthouse 13 W. 3rd Street, Room 207 La Junta, CO 81050-1536	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
Plaintiffs: WESLEY COLVIN v. Defendants: QWEST COMMUNICATIONS INTERNATIONAL, INC., and QWEST TELEPHONE CONCESSION PLAN	
<u>Attorney for Plaintiff:</u> Curtis L. Kennedy, #12351 8405 E. Princeton Ave. Denver, CO 80237-1741 Phone: 303-770-0440 Fax: 303-843-0360 Email: CurtisLKennedy@aol.com	Case Number: 04CV39 Div./Ctrm.: B
NOTICE RE: FILING of OPT-OUT NOTICES BY CLASS MEMBERS (Fairness Hearing - June 22, 2005 at 1:00 p.m.)	

Plaintiff Wesley Colvin by Class Counsel, hereby files the 21 opt-out written notices received from the following putative class members requesting exclusion from the *Colvin* case settlement:

Patricia E. O'Boyle
 1574 Bellows St.,
 West St. Paul, MN 55118

Jean Yvonne Franke
 1377 W. Tanglewood Court
 Hayden, ID 83835

William P. Murphy
 P.O. Box 10538
 Bainbridge Island, WA 98110

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 Bellevue, WA 98007-3302

Bonnie Baszuro
E6193 819th Ave.
Colfax, WI 54730

Robert A. Cooley
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Lynnwood, WA 98037

Phyllis Mansfeldt
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Burnsville, MN 55337-7517

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Herman, NE 68029

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Orange, TX 77630-3323

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Maxine K. Rhodes
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Silverton, OR 97381

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Glendive, MT 59330

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Everett, WA 98208-5027

Hazel M. Severtson
125 Slalom Way
Packwood, WA 98361-9736

DATED this 15th day of June, 2005.

Respectfully submitted,



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CLASS COUNSEL


CERTIFICATE OF DELIVERY

I hereby certify that on this 15th day of June, 2005, a true and accurate copy of the foregoing

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<p>DISTRICT COURT, OTERO COUNTY, COLORADO Otero County Courthouse 13 W. 3rd Street, Room 207 La Junta, CO 81050-1536</p>	
<p>Plaintiffs: WESLEY COLVIN</p> <p>v.</p> <p>Defendants: QWEST COMMUNICATIONS INTERNATIONAL, INC. AND QWEST TELEPHONE CONCESSION PLAN</p>	<p>▲ COURT USE ONLY ▲</p>
<p><u>Attorneys for Defendants:</u> Christopher J. Koenigs, #12364 Michael B. Carroll, #18736 SHERMAN & HOWARD, L.L.C. 633 17th Street, Suite 3000 Denver, CO 80202 Phone: 303-297-2900 Fax: 303-298-0940 Email: ckoenigs@sah.com; mcarroll@sah.com</p> <p>Lewis M. Quigg, Esq. #2615 SHAW & QUIGG, P.C. 501 N. Main St., Suite 222 Pueblo, CO 81003</p>	<p>Case Number: 04CV39</p> <p>Div./Ctrm.: B</p>
<p>DEFENDANTS' MEMORANDUM IN SUPPORT OF JOINT MOTION SEEKING FINAL APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT</p>	

TABLE OF CONTENTS

I.	SUMMARY	1
II.	FACTUAL BACKGROUND	2
	A. Plaintiff's Claims	2
	B. The Proposed Settlement	2
	C. Class Members' Response to the Proposed Settlement	3
III.	ARGUMENT	4
	A. The Proposed Settlement Was Fairly and Honestly Negotiated.	5
	B. The Ultimate Outcome of the Litigation Is in Doubt Because Serious Questions of Law and Fact Exist.	6
	C. The Value of Immediate Recovery Outweighs the Mere Possibility of Future Relief After Protracted and Expensive Litigation.	9
	D. In the Judgment of the Parties, the Settlement Is Fair, Reasonable And Adequate.	12
	E. Class Members Have Overwhelmingly Opted To Be Part of the Proposed Settlement.....	13
IV.	CONCLUSION	15

TABLE OF AUTHORITIES

Cases

<i>Amchem Products, Inc. v. Windsor</i> , 521 U.S. 591 (1997).....	9
<i>Bennett v. Behring Corp.</i> , 737 F.2d 982 (11th Cir.1984)	4
<i>Berco Resources v. Louisiana Land & Exploration Co.</i> , 805 P.2d 1132 (Colo. App. 1990).....	7
<i>Brooks v. Southern Bell Telephone & Telegraph Co.</i> , 133 F.R.D. 54 (S.D. Fla. 1990).....	8
<i>Broussard v. Meineke Discount Muffler Shops, Inc.</i> , 155 F.3d 331 (4th Cir. 1998)	8
<i>Cotton v. Hinton</i> , 559 F.2d 1326 (5th Cir.1977)	4, 9, 12
<i>Eisen v. Carlisle & Jacquelin</i> , 479 F.2d 1005 (2d Cir. 1973), <i>vacated on other grounds</i> , 417 U.S. 156 (1974).....	8
<i>Employees Union v. United States</i> , 54 Fed. Cl. 791 (2002)	4, 12
<i>Fisher Brothers v. Cambridge-Lee Indus.</i> , 630 F. Supp. 482 (E.D. Pa. 1985).....	9
<i>Gottlieb v. Wiles</i> , 11 F.3d 1004 (10th Cir. 1993)	5
<i>Higley v. Kidder, Peabody & Co.</i> , 920 P.2d 884 (Colo. App. 1996).....	5
<i>Hudson v. Delta Air Lines, Inc.</i> , 90 F.3d 451 (11th Cir.1996)	8
<i>In Re Armored Car Trust Litigation</i> , 472 F. Supp. 1357 (N.D. Ga. 1979), <i>aff'd in part, rev'd in part</i> , 645 F.2d 488 (5 th Cir. 1981)	6
<i>In re Cendant Corp. Derivative Action Litig.</i> , 232 F. Supp. 2d 327 (D.N.J. 2002).....	14

<i>In re Corrugated Container Antitrust Litig.</i> , 643 F.2d 195 (5th Cir. 1981)	6
<i>In re Cuisinart Food Processor Antitrust Litig.</i> , 38 Fed. R. Serv. 2d 446 (D. Conn. 1983)	14
<i>In re Domestic Air Transportation Antitrust Litigation</i> , 148 F.R.D. 297 (N.D. Ga. 1993).....	4
<i>In re Hotel Telephone Charges</i> , 500 F.2d 86 (9th Cir. 1974)	8
<i>In re Sterling Foster & Co., Inc. Sec. Litig.</i> , 238 F. Supp. 2d 480 (E.D.N.Y. 2002)	5
<i>Jensen v. SIPCO, Inc.</i> , 38 F.3d 945 (8th Cir. 1994)	8
<i>Maley v. Del Global Technologies Corp.</i> , 186 F. Supp. 2d 358 (S.D.N.Y. 2002).....	13
<i>Miller v. Republic National Live Insurance Co.</i> , 559 F. 2d 426 (5th Cir. 1977)	4
<i>Mountain States Tel. & Tel. Co. v. District Court</i> , 778 P.2d 667 (Colo. 1989).....	4
<i>Nat’l Rural Telecomm. Coop. v. DirecTV Inc.</i> , 221 F.R.D. 523 (C.D. Cal. 2004)	13, 14
<i>National Treasury Employees Union v. United States</i> , 54 Fed. Cl. 791 (2002)	4, 12
<i>Ohio Public Interest Campaign v. Fisher Foods</i> , 546 F. Supp. 1 (N.D. Ohio 1982).....	14
<i>Petrovic v. Amoco Oil Co.</i> , 200 F.3d 1140 (8th Cir. 1999)	14
<i>Sprague v. General Motors Corp.</i> , 133 F.3d 388 (6 th Cir. 1998)	7, 8
<i>Thompson v. Metropolitan Life Ins. Co.</i> , 216 F.R.D. 55 (S.D.N.Y. 2003)	12
<i>Williams v. Vukovich</i> , 720 F.2d 909 (6 th Cir. 1983)	4

Windham v. American Brands, Inc.,
565 F.2d 59 (4th Cir. 1977) 9

Statutes

29 U.S.C. §§ 1001..... 2

Fed.R.Civ.P. 23..... 4

Other Authorities

C. Wright, A. Miller & M. Kane, 7B *Federal Practice & Procedure* § 1797.1..... 13

Defendants Qwest Communications International, Inc. (“Qwest”) and Qwest Telephone Concession Plan respectfully submit this memorandum in support of the Parties’ Joint Motion for Final Approval of Proposed Class Action Settlement (the “Motion”).¹

I. SUMMARY

The parties are seeking final court approval of a class action settlement (the “Proposed Settlement”) that would provide substantial and immediate benefits to thousands of Qwest retirees. This Court granted preliminary approval to the Proposed Settlement on April 7, 2005.

The Proposed Settlement was reached with the active involvement of Union leadership and retiree representatives, feedback from hundreds of putative class members, and the guidance of former Colorado Supreme Court Justice William Neighbors. It is thus not surprising that out of 3,281 class members who received mailed notice of the Proposed Settlement, not one has objected to, and only 21 have opted out of, the Proposed Settlement.

The parties are now before this Court seeking final approval of the Proposed Settlement. For the reasons set forth below and elsewhere in the record before this Court, Qwest respectfully requests that the Court grant final approval of the Proposed Settlement and enter a final judgment in this action in the form attached to the parties’ Motion as Exhibit 1.

¹ Defendants deny the existence of the “Qwest Telephone Concession Plan” alleged by plaintiff, and the defendants’ filing of this memorandum and the accompanying Joint Motion is not intended in any way to constitute a waiver of that position.

II. FACTUAL BACKGROUND

A. Plaintiff's Claims

Plaintiff alleged in his amended complaint that Qwest and predecessor Bell Telephone companies agreed to provide retirees with a “Telephone Concession Reimbursement” payable throughout retirement and for two months after death. Plaintiff alleged that in December 2003, Qwest sent a letter to retirees residing in areas in which Qwest does not provide local telephone service, in which it improperly terminated the retirees’ Telephone Concession Reimbursement. Based on these allegations, plaintiff asserted claims against Qwest for breach of contract, promissory estoppel, and violations of the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* (“ERISA”).

B. The Proposed Settlement

After plaintiff filed his complaint in March 2004, the parties exchanged voluminous documents relevant to all claims and defenses potentially arising from the facts alleged in plaintiff’s complaint. The parties also interviewed numerous witnesses who had first-hand knowledge of both Qwest’s historical practices with respect to the Telephone Concession Benefits and its termination of those benefits. After analyzing all potentially applicable claims and defenses in light of the information thus obtained, the parties began settlement negotiations that culminated in a lengthy mediation on September 14, 2004 before former Colorado Supreme Court Chief Justice William D. Neighbors. *See* Affidavit of the Honorable William D. Neighbors attached hereto as Exhibit 1 (“Ex. 1”), ¶¶ 2-5; Settlement Agreement § 1. The attendees and participants at the mediation included, not merely the parties and their counsel, but additional retiree representatives and a representative of, and counsel for, the Communications Workers of America (the “Union”). The Union and its

counsel attended the mediation because the Union had filed a grievance on behalf of Union retirees, many of whom are putative class members in this case, in which it alleged (as does plaintiff here) that Qwest's termination of the Telephone Concession Benefits was improper. (Affidavit of LeRoy Christensen attached hereto as Exhibit 2 ("Ex. 2"), ¶¶ 3 & 6-10.)

At the close of the September 14 mediation, the Parties reached (with the Union's concurrence) a proposed settlement of putative class members' claims relating to the Telephone Concession Benefits. During the month following the mediation, the parties negotiated the terms of documents memorializing their settlement, including a proposed Settlement Agreement. On October 18, 2004, the parties executed the Settlement Agreement, the terms of which are summarized in the Class Members' Brief in Support of Fairness of Final Settlement Agreement submitted contemporaneously herewith. On October 25, 2004, the parties filed with this Court a Motion for Preliminary Settlement Approval, which the Court granted on April 7, 2005.

C. Class Members' Response to the Proposed Settlement

On April 7, 2005, this Court directed the parties to notify putative class members of the Proposed Settlement. In accordance with the Court's Order, on April 22, 2005, Qwest sent a notice of the Proposed Settlement to 3,281 members of the putative settlement class. *See* Affidavit of Amy Lake attached hereto as Exhibit 3, ¶ 6. Qwest also established a web site to enable putative class members to view answers to frequently asked questions, ascertain important dates and deadlines, determine who to contact for additional information, and review documents relating to the Proposed Settlement. *See id.* ¶ 5. The mailed notice and web site advised class members of their right to object to or opt out of the Proposed Settlement on or before May 20, 2005. Not a single class member has objected to

the Proposed Settlement, and only 21 out of 3,281 class members—less than two-thirds of one percent—have opted out of the Proposed Settlement.

III. ARGUMENT

The Court enjoys a limited but important role in reviewing the Proposed Settlement. Conscious of the overriding public policy in favor of settlements, the Court must scrutinize the settlement for the existence of any fraud or collusion, and determine whether the compromise is fair, adequate, and reasonable. *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir.1977); *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir.1984); *In re Domestic Air Transportation Antitrust Litigation*, 148 F.R.D. 297, 305 (N.D. Ga. 1993).² The Court may only approve or disapprove the settlement as presented, and is not free to impose any modifications on the parties. *Id.*; *Cotton*, 559 F.2d at 1331-32.

Rule 23(e) does not set forth any standards for determining the fairness of the settlement. Rather, the Court must be guided by “the strong judicial policy favoring settlement as well as by the realization that compromise is the essence of settlement.” *Bennett*, 737 F.2d at 986; accord *Miller v. Republic National Live Insurance Co.*, 559 F. 2d 426, 428-9 (5th Cir. 1977). “[T]he fact that a proposed settlement has already received preliminary approval counsels strongly in favor of approving the settlement even over any objections that may be lodged against it.” *National Treasury Employees Union v. United States*, 54 Fed. Cl. 791, 797-98 (2002); accord *Williams v. Vukovich*, 720 F.2d 909, 921 (6th Cir. 1983).

² “Since Fed.R.Civ.P. 23 is the model for the Colorado counterpart of the rule, we properly may give considerable deference to the federal interpretation of Fed.R.Civ.P. 23 in our analysis of the Colorado rule.” *Mountain States Tel. & Tel. Co. v. District Court*, 778 P.2d 667, 671 (Colo. 1989).

Final approval of class action settlements depends on a finding that the proposed settlement is “fair, adequate, and reasonable,” and “[a] trial court’s approval of a settlement will not be overturned absent a strong showing of a clear abuse of discretion.” *Higley v. Kidder, Peabody & Co.*, 920 P.2d 884, 891 (Colo. App. 1996) (citations and internal quotation marks omitted). In determining whether a class action settlement is fair, reasonable and adequate, a trial court should consider: (1) whether the proposed settlement was fairly and honestly negotiated; (2) whether serious questions of law and fact exist, placing the ultimate outcome of the litigation in doubt; (3) whether the value of immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation; and (4) whether in the parties’ judgment the settlement is fair and reasonable. *Gottlieb v. Wiles*, 11 F.3d 1004, 1014 (10th Cir. 1993). Here, these and other factors weigh heavily in favor of approval.

A. The Proposed Settlement Was Fairly and Honestly Negotiated.

“A strong presumption of fairness attaches to proposed settlements that have been negotiated at arms-length.” *In re Sterling Foster & Co., Inc. Sec. Litig.*, 238 F. Supp. 2d 480, 484 (E.D.N.Y. 2002). In this case, the individual who mediated the Proposed Settlement—former Colorado Supreme Court Chief Justice William D. Neighbors—has made it clear that the parties negotiated at arm’s length:

[T]he agreement in principle reached by the parties during the mediation (the “Settlement”) was the product of vigorous, protracted, and sometimes acrimonious negotiations. * * * The terms of the resulting Settlement were not the product of fraud or collusion, but rather the result of bona fide compromise. It is my unequivocal opinion that the Settlement was the product of arms’ length negotiations.

Ex. 1 ¶ 6.

There exists additional evidence of the non-collusive nature of the proposed settlement that rarely exists in class actions. A party completely independent of the Parties to the Lawsuit, *i.e.*, the Union, had brought a grievance against Qwest on behalf of Union retirees based on the exact same factual allegations upon which this Lawsuit is based. *See* Ex. 2 ¶¶ 3 & 6-10. The Union and its counsel were not only active participants in the mediation, but agreed to settle the Union’s grievance against Qwest on the exact same terms upon which the Lawsuit was settled. *See id.* ¶¶ 6-10. Like Justice Neighbors, the Union representative who participated in the mediation has stated unequivocally that the settlement was the product of arms’ length negotiations. *Id.* ¶ 9. Indeed, this Court has already expressly found that “[t]he Affidavits of the Honorable William D. Neighbors, the mediator, and LeRoy Christensen, the Union officer, provide persuasive evidence that no collusion occurred between Colvin and Qwest.” Findings of Fact and Conclusions of Law dated April 7, 2005, Finding of Fact ¶ 8. In summary, the Proposed Settlement was negotiated fairly, honestly, and at arm’s length.

B. The Ultimate Outcome of the Litigation Is in Doubt Because Serious Questions of Law and Fact Exist.

While proponents of the settlement bear the burden of proving that the proposal should be approved, they “should not be required to stage a mini-trial on the merits, the event which settlement aims to preclude.” *In Re Armored Car Trust Litigation*, 472 F. Supp. 1357, 1367 (N.D. Ga. 1979), *aff’d in part, rev’d in part*, 645 F.2d 488 (5th Cir. 1981). As the court stated in *In re Corrugated Container Antitrust Litig.*, 643 F.2d 195, 212 (5th Cir. 1981):

The very uncertainty of outcome in litigation, as well as the avoidance of wasteful litigation and expense, lay behind the

Congressional infusion of a power to compromise. This is a recognition of the policy of the law generally to encourage settlements. This could hardly be achieved if the test on hearing for approval meant establishing success or failure to a certainty.

The Proposed Settlement here is clearly fair, reasonable and more than adequate in light of the significant procedural and substantive hurdles plaintiff would face in fully litigating this dispute.

Defendants have, solely for purposes of this settlement, stipulated to a settlement class while reserving their rights to contest certification of a litigation class should the settlement not be approved. If this case were litigated, plaintiff's effort to certify a litigation class would not succeed, because unmanageability factors not present in a settlement context would preclude certification of a litigation class.

Certification would be inappropriate as to Colvin's breach of contract claim because plaintiff is alleging breach of a wide variety of disparate contracts allegedly entered into over a period of nearly 50 years, with more than three thousand individuals employed by six different companies and residing in 49 different states. *See* Affidavit of Christopher J. Koenigs attached hereto as Exhibit 4, ¶ 2. Courts have frequently refused to certify class actions involving breach of contract claims where, as here, multiple contracts involving disparate material provisions are involved. *See, e.g., Berco Resources v. Louisiana Land & Exploration Co.*, 805 P.2d 1132, 1133-34 (Colo. App. 1990) (declining to certify class when contract terms varied from member to member); *Sprague v. General Motors Corp.*, 133 F.3d 388, 398 (6th Cir. 1998) (denying certification of a contract claim when numerous factors affected the terms of each member's contract so that proof of one member's claim would not necessarily advance another's); *Brooks v. Southern Bell Telephone & Telegraph Co.*,

133 F.R.D. 54, 59 (S.D. Fla. 1990) (denying certification of a 5,000-person breach of contract class where the terms of each alleged contract derived from different written and oral representations allegedly made by defendant).

Certification would also be inappropriate as to Colvin's promissory estoppel claim because that claim involves individual "justifiable reliance" issues. Numerous courts have held that because of these individual issues, estoppel claims are not appropriate for class treatment. *See, e.g., Sprague*, 133 F.3d at 398 ("[b]ecause of their focus on individualized proof, estoppel claims are typically inappropriate for class treatment"); *Jensen v. SIPCO, Inc.*, 38 F.3d 945, 953 (8th Cir. 1994) ("if estoppel is an available doctrine, it must be applied with factual precision and therefore is not a suitable basis for class-wide relief"); *Broussard v. Meineke Discount Muffler Shops, Inc.*, 155 F.3d 331, 341 (4th Cir. 1998) (commonality is not established where proof of reliance is an element of the claim, as is the case with promissory estoppel claims); *Hudson v. Delta Air Lines, Inc.*, 90 F.3d 451, 457 (11th Cir.1996) (even where uniform message communicated to retirees, reliance element required highly individualized proof).

The need to prove damages individually for each class member under all of Plaintiff's claims would also preclude class certification. In class actions, just as in individual lawsuits, each claimant must present sufficient evidence to provide a rational calculation of her or his individual damages. *See Eisen v. Carlisle & Jacquelin*, 479 F.2d 1005, 1018 (2d Cir. 1973), *vacated on other grounds*, 417 U.S. 156 (1974). A plaintiff may not estimate class damages as a whole, or submit generalized proof as a substitute for actually calculating individual damages. *Id.*; *see also In re Hotel Telephone Charges*, 500 F.2d 86, 89-90 (9th Cir. 1974) (alleged conspiracy to impose hotel surcharges not suitable for class treatment, as

“the amount of each defendant’s surcharge would necessarily require individual treatment”). *Windham v. American Brands, Inc.*, 565 F.2d 59, 72 (4th Cir. 1977) (individual proof of damages prevented class from being certified).

Absent a settlement, these factors would almost certainly render the litigation “unmanageable” as a class action under Rule 23. If the settlement agreement is approved, however, there will be no trial and the management problems will be eliminated. *See Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 619 (1997) (“Confronted with a request for a settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems ... for the proposal is that there be no trial.”).

C. **The Value of Immediate Recovery Outweighs the Mere Possibility of Future Relief After Protracted and Expensive Litigation.**

In assessing the settlement, the Court must determine “whether it falls within the ‘range of reasonableness,’ not whether it is the most favorable possible result in the litigation.” *Fisher Brothers v. Cambridge-Lee Indus.*, 630 F. Supp. 482, 489 (E.D. Pa. 1985).

As the Fifth Circuit explained in *Cotton*:

[C]ompromise is the essence of a settlement. The trial court should not make a proponent of a proposed settlement justify each term of settlement against a hypothetical or speculative measure of what concessions might have been gained; inherent in compromise is a yielding of absolutes and an abandoning of highest hopes.

559 F.2d at 1330 (citation and internal quotation marks omitted). In assessing whether the settlement falls within the range of reasonableness, the Court should examine the benefits afforded to class members under the Proposed Settlement in light of such relevant factors as the risks and expense of further litigation.

Under the Proposed Settlement, class members will promptly receive substantial benefits that they have no assurance whatever of receiving if this case is litigated to the end of trial and the appeals that would inevitably follow any jury verdict. The principal Telephone Concession Benefits historically provided to putative class members were reimbursement for: (1) local telephone service, and (2) either *limited* reimbursement for *all* long distance telephone service or *unlimited* reimbursement *solely* for “IntraLATA” long distance telephone service.³ Affidavit of Felicity O’Herron attached hereto as Exhibit 5 (“Ex. 5”), ¶ 2. Under the settlement, putative class members will receive, in lieu of their previous Telephone Concession Benefits, *unlimited* reimbursement for *all* Qwest long distance telephone service (both “InterLATA” and “IntraLATA”). Each settlement class member will also receive a lump sum payment of \$300. *See* Settlement Agreement § 3.

Settlement class members will enjoy additional benefits under the proposed settlement that they did not previously receive. For example, many settlement class members could no longer receive their prior Telephone Concession Benefits if they moved. *See* Ex. 3 ¶ 3. Under the proposed settlement, all class members will continue receiving the new benefits even if they move. *See* Settlement Agreement § 3.1.2. In addition, the settlement terms are binding upon any successor in interest of Qwest. Class members also receive the benefit of having Qwest pay plaintiff’s reasonable attorneys’ fees and the cost of administering the settlement. *See* Settlement Agreement §§ 5 & 7.2.

³ “IntraLATA” calls are calls *within* any of the numerous Local Access and Transport Areas, or “LATAs,” in the United States. Some IntraLATA calls are local (*e.g.*, calls between Denver and Boulder), while others entail long distance charges (*e.g.*, between Denver and Colorado Springs). Class members who previously received unlimited long distance reimbursement received such reimbursement *solely* for IntraLATA long distance; they received no reimbursement whatever for “InterLATA” long distance (*i.e.*, calls *between* LATAs, including all inter-state calls). (Ex. 5 ¶ 2.)

In light of the facts described above, it is hardly surprising that Justice Neighbors, after reviewing the detailed information that the parties submitted about the factual and legal issues and claims and defenses in this case, concluded that the proposed settlement is fair, reasonable and adequate, and should be approved:

In my judgment . . . the Settlement of the Lawsuit and the Grievance reached at the mediation is fair, reasonable, and adequate, given that serious questions of law and fact existed, placing the ultimate outcome of those legal proceedings in doubt, and given my opinion that the value of an immediate recovery outweighed the mere possibility of future relief after protracted and expensive litigation. I believe the proposed Settlement should be approved.

Ex. 1 ¶ 9.

Here too, there exists additional evidence of the fairness and reasonableness of the proposed settlement that rarely exists in class actions. A party completely independent of the Parties to the Lawsuit, *i.e.*, the Union, is also a strong advocate of the proposed settlement. The Union representative who participated in the mediation has signed an affidavit in support of the settlement stating that “[t]he Union and its counsel firmly believe that the Settlement is fair, reasonable, and in the best interests of the retirees on whose behalf the Lawsuit was brought, including the Union Retirees.” Ex. 2 ¶ 9. Indeed, before the mediation occurred the Union made extensive inquiries of class members who were Union members, and determined that the settlement has widespread support among those members. For this reason, the Union has agreed to hold the Union Retiree Grievance in abeyance pending Court approval of the Settlement, and to dismiss that grievance upon such approval.

See id. ¶ 10.

By pursuing this case to its end, plaintiff and the putative class would have faced a significant risk that, after substantial expenditures of time and money on their behalf, they would have nothing to show for it. Class counsel acknowledges that this litigation poses significant legal and factual hurdles, and that there will be tremendous costs associated with proving the case. In contrast to the very real uncertainties plaintiff would face in continuing to litigate this case, settlement of the case will provide substantial and immediate benefits to Settlement Class members, and reduce the burden on the court system. When weighed against the considerable risks and cost of this litigation, this settlement should be approved.

The value of immediate recovery in this case is especially great, because the settlement class members are all retirees, and many of them are elderly. The court's comment in *Thompson v. Metropolitan Life Ins. Co.*, 216 F.R.D. 55, 62 (S.D.N.Y. 2003), applies forcefully here: "[A]llowing this case to continue to trial would lead to a prolonged, expensive, and complex litigation, which would be highly unfavorable to many of the elderly class members, who may not survive the elapsed time it may take before all appeals are exhausted. This factor strongly militates in favor of settlement."

D. In the Judgment of the Parties, the Settlement Is Fair, Reasonable And Adequate.

In determining whether to approve a proposed settlement, the Court is entitled to rely upon the judgment of the parties' counsel. "[T]he trial judge, absent fraud, collusion, or the like, should be hesitant to substitute its own judgment for that of counsel." *Cotton*, 559 F.2d at 1330; accord *National Treasury Employees Union v. United States*, 54 Fed. Cl. 791, 796 (2002) (it is "appropriate for the court to defer to the judgment of the lawyers supporting the proposed settlement"). The parties here have chosen to settle this lawsuit in order to

resolve disputed claims and avoid the continued expenses of litigation. The plaintiff, represented by experienced class counsel, has negotiated a significant settlement, a recovery he has no guarantee of gaining for settlement class members through litigation. By settling, all parties avoid further litigation, appeals and other adversarial proceedings. Under such circumstances, a court should find the settlement fair, adequate and reasonable.

E. Class Members Have Overwhelmingly Opted To Be Part of the Proposed Settlement.

“It is well-settled that the reaction of the class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy. In fact, the lack of objections may well evidence the fairness of the Settlement.” *Maley v. Del Global Technologies Corp.*, 186 F. Supp. 2d 358, 362 (S.D.N.Y. 2002) (citations omitted); *accord Nat’l Rural Telecomm. Coop. v. DirecTV Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004) (“the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members”); C. Wright, A. Miller & M. Kane, 7B *Federal Practice & Procedure* § 1797.1, pp. 106-09 (3d ed. 2005) (“Another important factor for the court to consider is whether there is any opposition to the proposed settlement and, if so, what the objections are. The absence of any opposition may indicate that the class members agree with counsel that the offer being made is fair and adequate and this certainly would be important for the court to take into account.”).

The reaction of the class to the proposed settlement here has been overwhelmingly favorable. Of the 3,281 class members who received the mailed notice of the proposed settlement, *not one* objected to the proposed settlement. This fact strongly

indicates that the settlement is fair. *See, e.g., Nat'l Rural Telecomm. Coop.*, 221 F.R.D. at 529 (“The absence of a single objection to the Proposed Settlement provides further support for final approval of the Proposed Settlement.”); *In re Cendant Corp. Derivative Action Litig.*, 232 F. Supp. 2d 327, 333 (D.N.J. 2002) (“Given that no formal objection was filed to the settlement itself, there is little doubt that this factor weighs in favor of approval of the Settlement Agreement.”).

Moreover, out of 3,281 putative class members, only 21 requested exclusion from the proposed settlement. The disparity between those seeking to take advantage of the settlement, and those opting out or objecting, is conclusive proof that the class supports the settlement and strongly supports approval of the settlement. *See, e.g., Petrovic v. Amoco Oil Co.*, 200 F.3d 1140, 1152 (8th Cir. 1999) (approving proposed settlement where “fewer than 4 percent of the class members objected to the settlement,” a percentage that the court characterized as “significantly fewer than the number of objectors to other settlements that have been approved”); *Ohio Public Interest Campaign v. Fisher Foods*, 546 F. Supp. 1, 11 (N.D. Ohio 1982) (when .27% opted out or objected, “there can be no question that the proposed settlement has been well received by the class members”); *In re Cuisinart Food Processor Antitrust Litig.*, 38 Fed. R. Serv. 2d 446 (D. Conn. 1983) (characterizing class members’ reaction to the proposed settlement as “overwhelmingly favorable,” and the number of objections and opt outs as “miniscule,” where 914 out of 1.5 million class members opted out and 45 objected).

IV. CONCLUSION

For the foregoing reasons, the parties' settlement of class claims is fair, adequate and reasonable. Qwest accordingly requests that this Court approve the settlement agreement under Rule 23(e), and enter the Final Judgment and Order of Dismissal that is attached to the parties' Motion as Exhibit 1.⁴

/s/ Original Signature of Christopher J. Koenigs on File

Christopher J. Koenigs, Esq. #12364

Michael B. Carroll, Esq. # 18736

SHERMAN & HOWARD, L.L.C.

633 17th Street, Suite 3000

Denver, CO 80202

Tele: 303-297-2900

Fax: 303-298-0940

ckoenigs@sah.com

mcarroll@sah.com

Lewis M. Quigg, Esq. #2615

SHAW & QUIGG, P.C.

501 N. Main St., Suite 222

Pueblo, CO 81003

Attorneys for Defendant

Qwest Communications International Inc.

⁴ Upon entry of the Final Judgment, this Court's role in the case will be completed. Thereafter, the parties will comply with their obligations under the Judgment and Settlement Agreement by, *inter alia*, mailing the Notice of Settlement (a copy of which is attached to the Judgment) to members of the Settlement Class. Although the Notice of Settlement will not be mailed until the appeal period has passed, there is no chance of an appeal here because the parties have stipulated to, and no class member has objected to, entry of the Judgment.

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of June, 2005, I served a copy of the foregoing **DEFENDANTS' MEMORANDUM IN SUPPORT OF JOINT MOTION SEEKING FINAL APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT** via the E-Filing System on:

Curtis L. Kennedy, Esq.
8405 E. Princeton Ave.
Denver, CO 80237-1741

/s/ Original Signature of Mary Navrides on File

DISTRICT COURT, OTERO COUNTY, COLORADO Otero County Courthouse 13 W. 3rd Street, Room 207 La Junta, CO 81050-1536	▲ COURT USE ONLY ▲
Plaintiffs: WESLEY COLVIN v. Defendant: QWEST COMMUNICATIONS INTERNATIONAL, INC.	
AFFIDAVIT OF THE HONORABLE WILLIAM D. NEIGHBORS	

I, William D. Neighbors, being of lawful age and duly sworn, state as follows:

1. I am an attorney licensed to practice law in Colorado since 1965. In 1973, I was appointed to the Boulder County District Court where I served primarily in a civil division until 1983. In 1983, I was appointed to the Colorado Supreme Court. In 1986, I resigned from the Colorado Supreme Court to join the Judicial Arbiter Group, Inc. I am familiar with class action litigation.

2. In early August 2004, I agreed to conduct a mediation between Plaintiff Wesley Colvin and Defendant Qwest Communications International, Inc. in the above-referenced class action lawsuit (the "Lawsuit"). Mr. Colvin asserted claims against Qwest based on its alleged improper termination of telephone concession benefits that Qwest had been providing to its retirees who live in areas in which Qwest does not provide local telephone service.

3. The mediation was scheduled for September 14, 2004. Shortly before that date, the mediation was expanded to include a grievance (the "Grievance") filed against Qwest by the Communications Workers of America (the "Union") on behalf of certain retirees who had been members of the Union. Like Mr. Colvin's Lawsuit, the Union's Grievance was based on Qwest's alleged improper termination of the telephone concession benefits to Union retirees. The Union retirees on whose behalf the Union brought the Grievance were also putative class members in the Lawsuit.

4. Prior to the mediation, I received detailed settlement statements from counsel for Mr. Colvin and Qwest. It is my opinion that the information made available to me by the parties and their counsel, both before and during the Mediation, enabled me to understand thoroughly the legal and factual issues in dispute between the parties.

5. The participants at the mediation included Mr. Colvin and his attorney, Curtis Kennedy; Union representative LeRoy Christensen and the Union's attorney, Richard Rosenblatt; and Qwest representatives Cynthia Kok and Cynthia Delaney and Qwest's attorney, Christopher Koenigs. Three representatives of the Association of US West Retirees, which association reported it had canvassed and obtained feedback from hundreds of retirees in the putative class, also attended and participated in the Mediation.

6. Neither Mr. Colvin, Qwest, nor the Union has waived the mediation privilege or authorized me to waive that privilege or any other right of confidentiality to which they are entitled as parties to the Mediation. Without waiving any privilege or right of confidentiality, the agreement in principle reached by the parties during the mediation (the "Settlement") was the product of vigorous, protracted, and sometimes acrimonious negotiations. Throughout the mediation, the parties were represented competently and vigorously by their respective counsel, each of whom aggressively pursued and advocated his own client's interests, and all of whom engaged in intense negotiations with respect to the financial and other terms of the Settlement. The terms of the resulting Settlement were not the product of fraud or collusion, but rather the result of bona fide compromise. It is my unequivocal opinion that the Settlement was the product of arms' length negotiations.

7. Before the mediation began, Qwest's counsel gave Mr. Colvin's counsel, the Union's counsel, and me copies of a class action complaint that had been filed against Qwest in federal court in Arizona by another Qwest retiree, Marlys Rathbun. Ms. Rathbun alleged in her complaint that Qwest's handling of the telephone concession benefits violated various provisions of the Employee Retirement Income Security Act ("ERISA"). The parties discussed and took into account Ms. Rathbun's ERISA claims in reaching the Settlement.

8. The parties neither discussed nor negotiated issues relating to attorney's fees until after agreement was reached regarding all other settlement terms. Mr. Colvin did not seek or receive any special benefits for serving as class representative, and his counsel did not seek or receive any agreement to pay attorney's fees beyond reasonable attorney's fees measured using the lodestar method (reasonable hourly rate times reasonable number of hours spent) upon court approval. The Union's representative

AFFIDAVIT OF LEROY CHRISTENSEN

LeRoy Christensen, being first duly sworn, deposes and states:

1. I am Administrative Assistant to the Vice-President of the Communications Workers of America (the "Union"), District 7. I have personal knowledge of the facts set forth below.

2. In December 2003 Qwest sent letters to employees and retirees, including current and former Union members, who lived outside of Qwest's local telephone service areas and who had been receiving reimbursement for amounts paid for local telephone service, long distance telephone service, and/or other telephone-related services provided by other carriers (the "Telephone Concession Benefits"). In its letter, Qwest stated that it would discontinue the Telephone Concession Benefits in January 2004.

3. In May 2004 the Union filed two grievances against Qwest relating to its termination of Telephone Concession Benefits. Regional Grievance Q-REG-056 (the "Union Employee Grievance") was filed on behalf of the union represented employees described above who had received Qwest's December 2003 letter (the "Union Employees"). A true and correct copy of the Union Employee Grievance is attached hereto as Attachment 1. Regional Grievance Q-REG-057 (the "Union Retiree Grievance") was filed on behalf of the union retirees described above who had received Qwest's December 2003 letter (the "Union Retirees"). A true and correct copy of the Retiree Employee Grievance is attached hereto as Attachment 2.

4. Before the Union filed the Union Employee and Union Retiree Grievances, a Qwest retiree had filed in Colorado state court, on behalf of both union and non-union retirees, a class action lawsuit captioned *Colvin v. Qwest Communications International, Inc.* (the "Lawsuit"). Plaintiff alleged in the Lawsuit, just as the Union alleged in its Union Retiree Grievance, that Qwest had acted improperly in terminating retirees' Telephone Concession Benefits. Many putative class members in the Lawsuit had been Union members, and hence were also covered by the Union Retiree Grievance.

5. After extensive negotiations, Qwest offered to settle the Union Employee Grievance (only) on the terms set forth in Qwest's July 28, 2004 letter to me, a copy of which is attached hereto as Attachment 3. I accepted Qwest's settlement proposal on behalf of the Union in a letter to Qwest dated July 29, 2004, a copy of which is attached hereto as Attachment 4.

6. After the Union Employee Grievance was settled, I began discussions with Qwest regarding the possible resolution of the Union Retiree Grievance. Qwest advised me during those discussions that a mediation had been scheduled in the

Lawsuit for September 14, 2004 before former Colorado Supreme Court Chief Justice William Neighbors. Both Qwest and plaintiff's counsel in the Lawsuit invited the Union to attend and participate in the mediation. I accepted their invitation, and subsequently attended the mediation on the Union's behalf, together with the Union's legal counsel, Richard Rosenblatt. Mr. Rosenblatt has had experience representing parties in class actions.

7. Before the mediation began, counsel for Qwest provided plaintiff's counsel and the Union's counsel with copies of a complaint in a lawsuit captioned *Rathbun v. Qwest Communications International, Inc. and the Qwest Telephone Concession Plan* in federal court in Arizona ("*Rathbun*"), and advised us that the plaintiff in *Rathbun* was asserting that Qwest's termination of the Telephone Concession Benefits constituted violations of multiple provisions of the Employee Retirement Income Security Act ("ERISA"). The Union took into account the possible merits of both ERISA and state law claims in determining an appropriate resolution of Union Retirees' claims relating to the Telephone Concession Benefits.

8. Mr. Rosenblatt and I were active participants in the September 14 mediation, because the purpose of that mediation was to resolve the Union Retiree Grievance as well as the Lawsuit. Mr. Rosenblatt and I worked closely with plaintiff and his counsel in the Lawsuit to resolve on the most favorable terms possible the claims of both Union Retirees and non-union retirees relating to the Telephone Concession Benefits.

9. After extensive arms' length discussions among the parties, the parties reached the agreement embodied in the Settlement Agreement tendered to the Court in the Lawsuit for approval (the "Settlement"). The Union and its counsel firmly believe that the Settlement is fair, reasonable, and in the best interests of the retirees on whose behalf the Lawsuit was brought, including the Union Retirees. The Union has agreed to hold the Union Retiree Grievance in abeyance pending Court approval of the Settlement, and to dismiss that grievance upon such approval.

10. Based on inquiries made of Union Retirees before the mediation occurred, I believed when the Settlement was reached, and I believe now, that the Settlement has widespread support among the retirees on whose behalf it was reached. The Union and its retirees want the Settlement to become effective as soon as possible, so that the retirees can promptly begin receiving the benefits to which the Settlement entitles them.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct.


LERoy CHRISTENSEN

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

I hereby certify that the foregoing Affidavit was subscribed and sworn to before me on this 9th day of November, 2004, by LeRoy Christensen.

WITNESS my official hand and seal.

My commission expires: 2/10/07

[SEAL]


Notary Public

**Communications
Workers of America
AFL-CIO, CLC**

8085 E. Prentice Avenue
Greenwood Village, CO 80111-2745
303-770-2822



VIA E-MAIL AND REGULAR MAIL

May 12, 2004

Cynthia Kok
Senior Director, Qwest Labor Relations
1801 California Street Room 200
Denver, CO 80202

Re: Q-REG-056

Dear Cynthia:

Per Article 16.11, the Union is filing a Regional Grievance on the violation of past practice regarding Telephone Concession Service. The Union objects to the Company decision to discontinue such payments to certain Active Employees and requests such payments be reinstated and these Employees to be "made whole" for any prior payments not made.

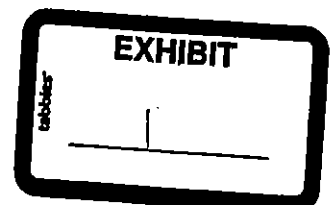
Please contact me at the District Office to set up a time and place to meet on the above-referenced issue.

Sincerely,

A handwritten signature in black ink, appearing to read "LeRoy Christensen", is positioned below the word "Sincerely,".

LeRoy Christensen
Administrative Assistant to the Vice President

LC:eg opeiu5 afl-cio



**Communications
Workers of America
AFL-CIO, CLC**

8085 E. Prentice Avenue
Greenwood Village, CO 80111-2745
303-770-2822



VIA E-MAIL AND REGULAR MAIL

May 12, 2004

Cynthia Kok
Senior Director, Qwest Labor Relations
1801 California Street Room 200
Denver, CO 80202

Re: Q-REG-057

Dear Cynthia:

Per Article 16.11, the Union is filing a Regional Grievance on the violation of past practice regarding Telephone Concession Service. The Union objects to the Company decision to discontinue such payments to certain Retired Employees and requests such payments be reinstated and these Retired Employees to be "made whole" for any prior payments not made.

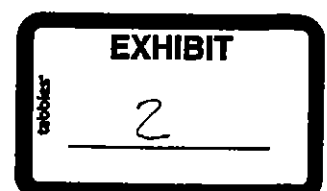
Please contact me at the District Office to set up a time and place to meet on the above-referenced issue.

Sincerely,

A handwritten signature in black ink, which appears to read "LeRoy Christensen". The signature is written in a cursive, somewhat stylized script.

LeRoy Christensen
Administrative Assistant to the Vice President

LC:eg opeiu5 afl-cio





Qwest
1801 California Street, Room 200
Denver, CO 80202
(303) 382-0084
Email – Cynthia.Kok@qwest.com

Cynthia Kok
Director - Labor Relations

July 28, 2004

Mr. LeRoy Christensen
Administrative Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Greenwood Village, CO 80111

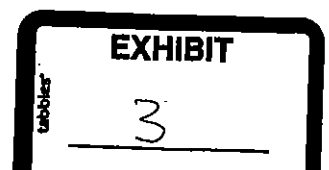
RE: Grievance Response to Regional Grievance Q-REG-056

Dear LeRoy:

Prior to early 2004, certain active Qwest employees who are CWA members and who live outside Qwest local service areas were reimbursed for amounts they paid for local telephone and intralata toll service provided by other carriers (the "Pertinent Employees"). Specifically, Pertinent Employees with 30 or more years of service received 100% reimbursement for such local telephone and intralata toll service, and Pertinent Employees with less than 30 years of service received 50% reimbursement for such local telephone and intralata toll service. In December 2003, Qwest notified the Pertinent Employees that these reimbursements would be discontinued effective in January 2004. Subsequently, in May 2004, you filed Regional Grievance Q-REG-056 objecting to Qwest's discontinuance of such payments.

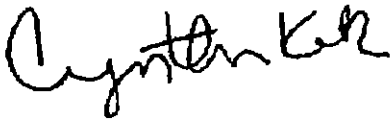
When we met regarding the grievance, we discussed the fact that the December 4, 2003 Letter of Agreement on Telephone Concession Service does not obligate Qwest to reimburse employees for services provided by other carriers. Instead, that letter clearly and unambiguously states that "concession items" are limited to "revenue-producing products" and products and/or services "provided by Qwest."

Notwithstanding this clear language, you asserted that Qwest could not discontinue the reimbursements to Pertinent Employees for competitors' services based on the doctrine of "past practice," because Qwest had provided the concession to the Pertinent Employees for some time. But under applicable law (1) no past practice, regardless of duration, can supercede clear and unambiguous contract language, and (2) to enforce such language over a long-standing past practice, a company must simply provide the Union with notice of its intent to follow the contractual language—something Qwest did last December. Therefore, Qwest is not obligated under the "past practice" doctrine to continue providing reimbursement for services provided to the Pertinent Employees by Qwest's competitors. And because the Letter of Agreement expressly provides that Qwest has no such obligation, Qwest believes it has a solid defense to this grievance.

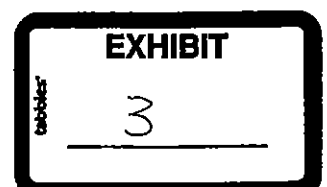


Qwest is nevertheless willing to resolve this grievance on the following terms. In lieu of the Pertinent Employees' former telephone concession, and for so long as those employees remain employed by Qwest and reside at their current address, Qwest will provide to those Pertinent Employees who were appropriately receiving the reimbursements under the language of the post-7/30/99 RPP 1207: 100% reimbursement for Qwest intralata and interlata toll service. This would apply both to those with 30 or more years of service and those with less than 30 years of service. The Company is not willing to offer these employees the option of a monthly cash payment instead of this discount as you proposed in your settlement offer. Qwest is offering to settle this grievance on a non-precedent setting and non-referable basis.

Sincerely,



Cynthia Kok
Director Labor Relations



**Communications
Workers of America
AFL-CIO, CLC**

8085 E. Prentice Avenue
Greenwood Village, CO 80111-2745
303-770-2822



VIA E-MAIL AND REGULAR MAIL

July 29, 2004

Cynthia Kok
Senior Director, Qwest Labor Relations
1801 California Street Room 200
Denver, CO 80202

Re: Grievance Q-REG-56 (Concession for active employees living outside of Qwest Local Service areas)

Dear Cynthia:

While the Union does not agree with your interpretation of "past practice", we accept your offer of July 28, 2004 to provide 100% reimbursement of Qwest intralata and interlata toll service to the "pertinent" employees as outlined in your letter.

Please contact me at the District Office if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "LeRoy Christensen". The signature is written in a cursive style.

LeRoy Christensen
Administrative Assistant to the Vice President

LC:eg opeiu5 afl-cio

ec: Annie Hill

EXHIBIT

4

DISTRICT COURT, OTERO COUNTY, COLORADO Otero County Courthouse 13 W. 3rd Street, Room 207 La Junta, CO 81050-1536	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
Plaintiffs: WESLEY COLVIN v. Defendant: QWEST COMMUNICATIONS INTERNATIONAL, INC.	
<u>Attorneys for Defendant:</u> Christopher J. Koenigs, #12364 Michael B. Carroll, #18736 SHERMAN & HOWARD, L.L.C. 633 17th Street, Suite 3000 Denver, CO 80202 Phone: 303-297-2900 Fax: 303-298-0940 Email: ckoenigs@sah.com; mcarroll@sah.com Lewis M. Quigg, Esq. #2615 SHAW & QUIGG, P.C. 501 N. Main St., Suite 222 Pueblo, CO 81003	Case Number: 04CV39 Div./Ctrm.: B
AFFIDAVIT OF AMY LAKE	

Amy Lake, being of lawful age and duly sworn, deposes and says:

1. I am a Senior Project Administrator at Rust Consulting, Inc. ("Rust Consulting"), which serves as the class action administrator for the proposed settlement of the above-captioned action ("Proposed Settlement"). I am responsible for supervising the class action administration services provided by Rust Consulting in connection with the Proposed Settlement. I have personal knowledge of the facts set forth below.

2. Rust Consulting specializes in class action notification and claims administration. Rust Consulting has provided claims administration services for class actions containing up to seven million class members in cases involving consumers, pension benefits, securities, product liability, insurance, antitrust, fraud, property, employment, discrimination, bankruptcy and other types of class action cases. We regularly provide large-scale notification, claim form request processing, claims validation and processing, settlement benefits distribution, and claims administration services. Rust Consulting has provided notification and/or claims administration services in more than 500 class actions.

3. Defendants engaged Rust Consulting as administrator of the Proposed Settlement to, among other things, (a) print and mail the Notice of Proposed Settlement (the “Notice”); (b) develop and implement a settlement website; (c) rent a post office box for receipt of communications (PO Box 1772, Faribault, MN 55021-1772); and (d) receive and process class member correspondence.

4. Rust Consulting initially obtained address and other data for 3,419 records from defendants, and then retained a firm to cross-reference the addresses provided by defendants with addresses found in the National Change of Address Cards filed with the United States Postal Service. The addresses were also standardized to ensure that they conformed to National Postal Service Rules by using a computer program designed for this purpose.

5. On April 18, 2005, Rust Consulting established a website at the domain www.qretireesettlement.com to enable putative class members to obtain information about the proposed settlement. The website allowed putative class members to view answers to

frequently asked questions, ascertain important dates and deadlines, determine who to contact for additional information, and review documents relating to the Proposed Settlement.

6. On April 22, 2005, Rust Consulting caused to be mailed 3,419 Notices via first-class mail to 3,281 members of the proposed settlement class (Rust Consulting mailed notices to some class members at multiple addresses). A sample of the Notice is attached as Attachment A.

7. As of June 3, 2005, Rust Consulting received 13 Notice Packages from the Post Office with forwarding addresses, which Rust Consulting used to update the address of record for the class member. As of June 3, 2005, Rust Consulting received 36 undeliverable Notice Packages with no forwarding addresses.

8. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

DATED: June 8, 2005.

Amy Lake
Amy Lake, Senior Project Administrator

Subscribed and sworn to before me this 8th day of June, 2005.

WITNESS my official hand and seal.

My commission expires: 11/31/2010

Sharon Velander
Notary Public



DISTRICT COURT, OTERO COUNTY, COLORADO Otero County Courthouse 13 W. 3rd Street, Room 207 La Junta, CO 81050-1536	
Plaintiffs: WESLEY COLVIN v. Defendant: QWEST COMMUNICATIONS INTERNATIONAL, INC.	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> Case Number: 04CV39 Div./Ctrm.: B
NOTICE OF PROPOSED SETTLEMENT	

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ CAREFULLY.

According to available records, you are a member of the Settlement Class in this case (the "Action"). As a Settlement Class member, you may (1) remain in the Settlement Class and be eligible to receive the benefits of, and be bound by, the proposed Settlement, (2) exclude yourself from the Settlement Class and not participate in the proposed Settlement and its benefits, or (3) remain in the Settlement Class and object to the proposed Settlement. This notice describes the proposed Settlement, the Settlement benefits and their availability, and sets forth instructions for excluding yourself from, or objecting to, the proposed Settlement. **If you do nothing in response to this notice, you will remain a member of the Settlement Class and will be bound by the Settlement if the Settlement is approved by the Court.**

I. Who Is Included?

You are a member of the Settlement Class if you: (1) retired as an employee of Qwest Communications International, Inc., US WEST Communications, Inc. (including these two entities' parents, subsidiaries and affiliates), Mountain Bell, Pacific Northwest Bell, Northwestern Bell, or US West Business Resources, Inc.; (2) live outside of Qwest's local service areas as of the effective date of the Settlement Agreement and were receiving reimbursement for amounts paid for telephone services provided by carriers other than Qwest as of December 31, 2003; and (3) received a letter from Qwest dated December 9, 2003 letter notifying you that such reimbursements would be discontinued in January 2004.

II. The Action

In March 2004 Plaintiff Wesley Colvin filed a complaint against Defendant Qwest Communications International, Inc. ("Qwest"). In October 2004, Plaintiff filed an amended complaint against Qwest and an alleged Qwest Telephone Concession Plan. In his amended complaint, Plaintiff alleges that Qwest and its predecessors had agreed to reimburse retirees

for certain local telephone service, long distance telephone service, and other telephone-related services throughout retirement and for two months after death (the "Telephone Concession Benefits"). Plaintiff alleges that in December 2003, Qwest improperly sent a letter to retirees living in areas in which Qwest does not provide local telephone service, notifying them that their Telephone Concession Benefits would be terminated in January 2004. Based on these allegations, plaintiff asserts claims against Qwest for breach of contract, promissory estoppel, declaratory judgment regarding whether the Telephone Concession Benefits constitute a pension, welfare benefit, or other plan governed by the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* ("ERISA"), and for recovery of benefits under ERISA. The Action seeks to recover damages representing the loss of benefits allegedly owed by virtue of the alleged contract, promises and ERISA plan, and seeks entry of an order requiring Qwest to reinstate the Telephone Concession Benefits, as well as attorneys' fees and expenses. **Qwest denies all liability.**

On April 7, 2005, the Court preliminarily certified solely for settlement purposes the Settlement Class as defined above (the "Settlement Class"), and preliminarily approved a proposed Settlement Agreement ("Settlement") among the parties to the Action. The Court has made no rulings on the merits of Plaintiff's claims.

III. Description of the Proposed Settlement Benefits

The proposed Settlement provides that, if the Settlement is approved, and if you are and remain a Settlement Class member, you will be bound by the terms of the Settlement and will be entitled to the following Settlement benefits: (1) \$300.00; and (2) reimbursement (*i.e.*, no charges) for unlimited Qwest IntraLATA and InterLATA (but not international) long distance at your primary residence for the time period specified below, with such reimbursement to continue if such residence changes but remains within a geographic area in the United States in which Qwest does not provide local telephone service. The reimbursement for Qwest long distance will begin on the date you switch to Qwest long distance, except that it will begin on the effective date of the Settlement Agreement (as defined in that Agreement) if you are already using Qwest long distance as of that date. Reimbursement will end two months after your death, except that it will end earlier on the date, if any, on which you move to a new primary residence located within a geographic area in which Qwest provides local telephone service (subject to renewal if you later move back into a geographic area in the United States in which Qwest does not provide local telephone service).

To receive the benefits described above, you must submit a Claim and Release form that will be sent to you by mail later (after the June 22, 2005 Settlement Approval Hearing) and timely return it to the Claims Manager at the address shown on the Claim and Release form. The Claims Manager may disapprove a Claim and Release form for failure timely to submit that form, failure of the information on that form to substantially conform to Qwest's records, failure to provide material information sufficient to enable your identification as a Settlement Class member entitled to receive Settlement benefits, or any other material irregularity in the claim of a fraudulent nature.

Members of the Settlement Class who do not timely request exclusion from the Settlement Class and who do not submit a valid Claim and Release form on or before the date specified in the Settlement Agreement will not be entitled to receive any benefits under the proposed Settlement, but will be bound by all of the terms of the proposed Settlement and any Final Judgment or other order entered in connection with the Settlement.

Subject to certain conditions contained in the proposed Settlement Agreement, Qwest has agreed to pay the reasonable attorney's fees and expenses of Class Counsel approved by the Court, up to a maximum total amount of \$75,000. Class Counsel is Curtis L. Kennedy, Attorney-at-law, 8405 E. Princeton Ave., Denver, CO 80237-1741, Tele: 303-770-0440, Fax: 303-843-0360, CurtisLKennedy@aol.com.

IV. What Rights Are Being Released as a Result of the Settlement?

If the Court approves the proposed Settlement, all Settlement Class members who have not excluded themselves from the Settlement Class will, on their own behalf and on behalf of other Releasors as defined in the Settlement Agreement, release Qwest and other Released Parties as defined in the Settlement Agreement, from any and all claims of any kind, whether known or unknown, foreseen or unforeseen, that have been asserted or might have been asserted against the Released Parties relating in any way to the Telephone Concession Benefits, including without limitation all claims arising under ERISA and all claims that have been asserted or that might have been asserted in the Action or in a lawsuit entitled *Rathbun v. Qwest Communications International, Inc. and the Qwest Telephone Concession Plan*, Case No. CV 04-1906, now pending in the United States District Court for the District of Arizona (the "Released Claims"). Settlement Class members who do not submit a valid request for exclusion from the Settlement Class will forever be permanently barred and enjoined from instituting or prosecuting any of the Released Claims against any of the Released Parties.

V. Exclusion from the Class

If you wish to be excluded from the Settlement Class and become ineligible for settlement benefits, you must submit a written and signed Request for Exclusion stating that you wish to be excluded from the Settlement Class and any participation in the Settlement.

The Request for Exclusion must include your full name, address, and telephone number, must be mailed to Class Counsel at the address set forth in Section VI below, and must be postmarked on or before May 20, 2005 to be valid. Persons who submit valid and timely requests for exclusion from the Settlement Class shall not be entitled to receive any benefits under the proposed Settlement, nor will they be bound by the terms of the Settlement or any Final Judgment approving the Settlement.

If you do not submit a valid request for exclusion from the Settlement Class, you will be included in the Settlement Class. If you do not request exclusion, you may enter an appearance personally or through your own attorney at your own expense. **If you do not request exclusion and do not enter an appearance, you will be represented in the Settlement approval proceedings by Class Counsel at no cost to you.**

VI. Settlement Approval Hearing

PLEASE TAKE NOTICE that a hearing will be held on June 22, 2005 at 1:00 p.m. at the Otero County District Court, Courtroom B, 13 West 3rd Street, La Junta, Colorado 81050-1536, to determine whether the proposed Settlement should be approved as fair, reasonable and adequate and whether Class Counsel's request for an award of attorneys' fees and expenses should be approved. **You are not required to appear at the hearing**, although you have the right to do so if you submit a notice of intent to appear in the manner described below.

If you remain in the Settlement Class and want to object to the proposed Settlement, you must object by mailing, by first class mail postmarked on or before May 20, 2005, a written statement of your objection to the following designated Class Counsel:

Curtis L. Kennedy, Attorney-at-law
8405 E. Princeton Ave.
Denver, CO 80237-1741
Tele: 303-770-0440, Fax: 303-843-0360
CurtisLKennedy@aol.com

The written statement of objection must set forth (1) the name and case number of this lawsuit; (2) the Settlement Class member's full name, address, and telephone number; and (3) the specific reasons for the objection, and any evidence or legal authority the Settlement Class member believes supports his or her objection. Any Settlement Class member wishing to appear in person or through counsel at the Settlement Approval Hearing must include with the statement of objection a notice of intention to appear. Any Settlement Class member who does not make his or her objections and any notice of intention to appear in the manner provided shall be deemed to have waived all such objections and any right to appear and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement or to the award of attorneys' fees, and reimbursement of expenses to Class Counsel, as reflected in the Settlement Agreement, unless otherwise ordered by the Court. Class Counsel will file with the Court and serve on Defendant's counsel copies of all requests for exclusion, written objections, and notices of intent to appear.

VII. Other Information

This notice and the foregoing description of the proposed Settlement is only a summary and does not purport to be comprehensive. You may inspect the pleadings, the Settlement Agreement, and other papers filed in this lawsuit at the Clerk of Court, District Court, Otero County, at 13 W. 3rd Street, Room 207, La Junta, Colorado 81050-1536, during regular business hours of each court day.

The Court reserves the right to adjourn the date of the Settlement Approval Hearing without further notice to the Settlement Class.

This Notice does not mean that the Court has any opinion as to the claims or defenses asserted by the parties. This Notice is not intended to be, and should not be considered as, an expression of any opinion by the Court, or an admission by any party, with respect to the truth of the allegations or the strength of the claims or defenses asserted in the case.

Direct all questions regarding this notice to:

Curtis L. Kennedy, Attorney-at-law
8405 E. Princeton Ave.
Denver, CO 80237-1741
Tele: 303-770-0440, Fax: 303-843-0360
CurtisLKennedy@aol.com

Or you may visit www.qretireesettlement.com to review relevant materials, including the Settlement Agreement, the Court's Preliminary Settlement Approval Order, and the Court's Order Amending Preliminary Settlement Approval Order.

Please do not call Qwest. Qwest representatives are not authorized to provide any information relating to the proposed Settlement or to any claims that you may have.

Please do not contact the Court, the parties, or their attorneys except as provided above.

Michael A. Schiferl, Otero County District Judge

COLVIN V. QWEST SETTLEMENT ADMINISTRATOR
PO BOX 1772
FARIBAULT MN 55021-1772

FIRST-CLASS
MAIL
U.S. POSTAGE
PAID
Rust Consulting, Inc.

DISTRICT COURT, OTERO COUNTY, COLORADO Otero County Courthouse 13 W. 3rd Street, Room 207 La Junta, CO 81050-1536	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
Plaintiffs: WESLEY COLVIN v. Defendants: QWEST COMMUNICATIONS INTERNATIONAL, INC. AND QWEST TELEPHONE CONCESSION PLAN	
<u>Attorneys for Defendants:</u> Christopher J. Koenigs, #12364 Michael B. Carroll, #18736 SHERMAN & HOWARD, L.L.C. 633 17th Street, Suite 3000 Denver, CO 80202 Phone: 303-297-2900 Fax: 303-298-0940 Email: ckoenigs@sah.com; mcarroll@sah.com Lewis M. Quigg, Esq. #2615 SHAW & QUIGG, P.C. 501 N. Main St., Suite 222 Pueblo, CO 81003	Case Number: 04CV39 Div./Ctrm.: B
AFFIDAVIT OF CHRISTOPHER J. KOENIGS	

Christopher J. Koenigs, being of lawful age and duly sworn, deposes and says:

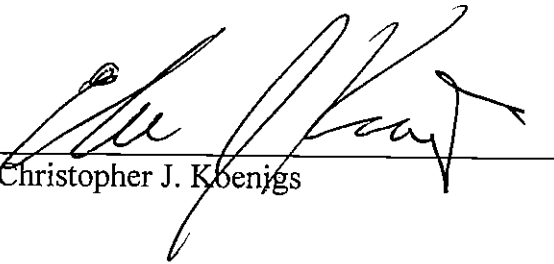
1. I am counsel for Defendants Qwest (“Qwest”). I am submitting this affidavit in support of the parties’ request for final court approval of the proposed settlement in this matter (the “Proposed Settlement”). I have personal knowledge of the facts set forth below, and am competent to testify thereto.

2. I have access to data regarding members of the proposed settlement class in this case (the “Settlement Class Members”). Those data show that Settlement Class

Members reside in 49 different states, and retired from Qwest or its predecessors over a period of nearly 50 years.

3. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

DATED: June 15, 2005.


Christopher J. Koenigs

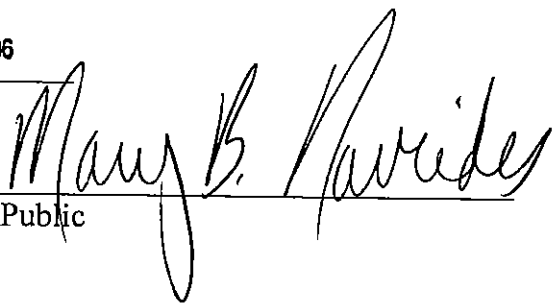
Subscribed and sworn to before me this 15th day of June, 2005.

WITNESS my official hand and seal.

My commission expires: MY COMMISSION EXPIRES 08/22/2006

[SEAL]




Notary Public

<p>DISTRICT COURT, OTERO COUNTY, COLORADO</p> <p>Otero County Courthouse 13 W. 3rd Street, Room 207 La Junta, CO 81050-1536</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Plaintiffs: WESLEY COLVIN</p> <p>v.</p> <p>Defendant: QWEST COMMUNICATIONS INTERNATIONAL INC.</p>	
<p><u>Attorneys for Defendant:</u> Christopher J. Koenigs, #12364 Michael B. Carroll, #18736 SHERMAN & HOWARD, L.L.C. 633 17th Street, Suite 3000 Denver, CO 80202 Phone: 303-297-2900 Fax: 303-298-0940 Email: ckoenigs@sah.com; mcarroll@sah.com</p> <p>Lewis M. Quigg, Esq. #2615 SHAW & QUIGG, P.C. 501 N. Main St., Suite 222 Pueblo, CO 81003</p>	<p>Case Number: 04CV39</p> <p>Div./Ctrm.: B</p>
<p>AFFIDAVIT OF FELICITY O’HERRON</p>	

Felicity O’Herron, being of lawful age and first duly sworn, deposes and states:

1. I am the Director of Compensation and Benefits at Qwest Communications International Inc. (“Qwest”). I am submitting this affidavit in support of the parties’ request for final court approval of the proposed settlement in this matter (the “Proposed Settlement”). I have personal knowledge of the facts set forth below.

2. The principal telephone concession benefits historically provided to members of the proposed settlement class in this case (the “Settlement Class Members”) were reimbursement for (a) local telephone service, and (b) either limited reimbursement for all long distance telephone service or unlimited reimbursement solely for “IntraLATA” long distance telephone service (collectively, the “Telephone Concession Benefits”). “IntraLATA” calls are calls that originate and end within any of the numerous Local Access and Transport Areas, or “LATAs,” in the United States. Some IntraLATA calls are local (*e.g.*, calls between Denver and Boulder), while others entail long distance charges (*e.g.*, between Denver and Colorado Springs). “InterLATA” calls are calls between LATAs, including all inter-state calls.

3. The Telephone Concession Benefits historically provided to Settlement Class Members differed materially depending on a number of factors, including: (a) the specific company from which the Settlement Class Member retired (including without limitation Qwest Communications International, Inc., US WEST, Inc., Mountain Bell, Northwestern Bell, and Pacific Northwest Bell); (b) the date on which the Settlement Class Member retired; and (c) whether the Settlement Class Member was or was not a member of a union. These factors determined, *inter alia*: (a) whether a Settlement Class Member’s Telephone Service Benefits terminated if the Settlement Class Member moved from one residence to another; and (b) whether a Settlement Class Member had to pay taxes on any Telephone Concession Benefits.

4. Qwest and the Communications Workers of America and the International Brotherhood of Electrical Workers (jointly, the “Unions”) are parties to collective bargaining agreements (the “Union Agreements”). If a Qwest employee is a

Mr. Thomas J. Burns
August 12, 1989
Page 2

Mergers and Acquisitions would have each of these issues addressed on a case by case basis with a long term goal of consistency.

Sincerely,

Ronald K. Paulick

CONCURRED: Thomas J. Burns
Assistant to the Vice President
Communications Workers of America
District 7

APPROVED: Walter F. Maulie
International Vice President
Communications Workers of America

Appendix M
Exhibit 15

Ron Paulick
Director
Employee Relations

U S WEST Communications
1601 Caroline St., Room 1160
Denver, Colorado 80202
303 876 5993

August 12, 1989

Mr. Thomas J. Burns
Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Englewood, Colorado 80111

Dear Mr. Burns:

This will confirm our understanding regarding Telephone Concession Service.

It is the intent of U S WEST Communications to provide Telephone Concession Service based on the following terms and conditions.

- Employees with less than thirty (30) years service
- 50% Local Service
- 50% Intra-lata toll
- Employees with thirty (30) years or more service
- Service Retirement or Disability Retirement
- 100% Local Service
- 100% Intra-lata toll

Eligibility Rules

- Eligibility Rules:** All regular full-time, regular part-time and term employees with first day of employment.
 - Concession Items:** Concession is applicable to any residential revenue-producing product and/or item of service that is offered as an approved concession item in U S WEST Communications.
 - Death of Employee:** Concession would also apply to non-recurring service charges for items available at concession.
 - Termination:** The concession rate shall be continued until the second billing period after death.
 - Retired:** Concession ends on date of termination.
- Concession rate to be one hundred percent (100%) at time of service or disability retirement whether or not employee has thirty (30) years of service.

Q0272

Mr. Thomas J. Burns
August 12, 1989
Page 2

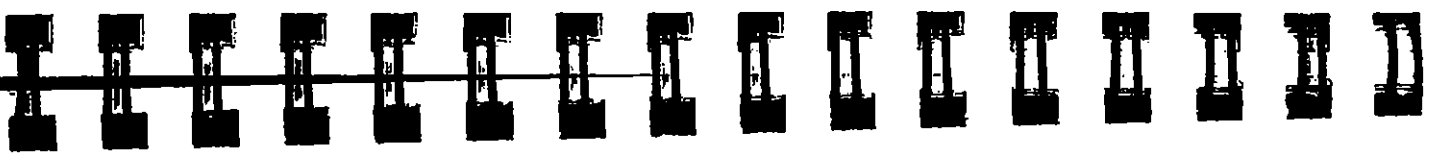
Leaves: Concession eligibility during leaves shall be spelled out by Company policies.
Non U S WEST Communications Serving Areas: No concession will be established for residence outside the U S WEST Communications serving area.

Sincerely,

Ronald K. Paulick

CONCURRED: Thomas J. Burns
Assistant to the Vice President
Communications Workers of America
District 7

APPROVED: Walter F. Maulis
International Vice President
Communications Workers of America



DUES DEDUCTION AUTHORIZATION CARD

APPENDIX N

Q0273

August 16, 1992

Mr. Thomas J. Burns
Assistant to the Vice President
Communications Workers of America
District #7
8085 East Prentice Avenue
Englewood, Colorado 80111

RE: Telephone Concession Service

Dear Mr. Burns:

This will confirm our understanding regarding Telephone Concession Service.

It is the intent of U S WEST Communications to provide Telephone Concession Service based on the following terms and conditions.

Employees with less than thirty (30) years service

- 50% Local Service
- 50% Intra-lata Toll

**Employees with thirty (30) years or more service,
Service Retirement or Disability Retirement**

- 100% Local Service
- 100% Intra-lata Toll

Eligibility Rules

Eligibility Rules: All Regular Full-Time, Regular Flexible and Term employees with first day of employment.

Concession Items: Concession is applicable to any residential revenue-producing product and/or item of service that is offered as an approved concession item in U S WEST Communications.

Concession would also apply to non-recurring service charges for items available at concession.

Death of Employee: The concession rate shall be continued until the second billing period after death.

Termination: Concession ends on date of termination.

Retired: Concession rate to be one hundred percent (100%) at time of service or disability retirement whether or not employee has thirty (30) years of service.


Leaves: Concession eligibility during leaves shall be spelled out by Company policies.

Non U S WEST Communications:

No concession will be established for residence outside the U S WEST Communications serving area.

Sincerely,

R. D. Sanders
Director
Labor Relations


Concurred
Thomas J. Burns
Assistant to the Vice President
Communications Workers of America

August 13, 1995

Mr. John R. Thompson
Administrative Assistant to the
Vice President
Communications Workers of America
District #7
8085 East Prentice Avenue
Englewood, Colorado 80111

RE: Telephone Concession Service

Dear Mr. Thompson:

This will confirm our understanding regarding Telephone Concession Service.

It is the intent of U S WEST Communications to provide Telephone Concession Service based on the following terms and conditions.

Employees with less than thirty (30) years service

50% Local Service
50% Intra-lata Toll

**Employees with thirty (30) years or more service,
Service Retirement or Disability Retirement**

100% Local Service
100% Intra-lata Toll

Eligibility Rules

Eligibility Rules:

All Regular Full-Time, Regular Part-Time and Regular Term employees with first day of employment.

Concession Items:

Concession is applicable to any residential revenue-producing product and/or item of service that is offered as an approved concession provided by U S WEST Communications.

Concession would also apply to non-recurring service charges for items available at concession.

Death of Employee: The concession rate shall be continued until the second billing period after death.

Termination: Concession ends on date of termination.

Retired: Concession rate to be one hundred percent (100%) at time of service or disability retirement whether or not employee has thirty (30) years of service.

Leaves: Concession eligibility during leaves shall be spelled out by Company policies.

Employees are eligible for telephone concession service only on products or services provided by U S WEST Communications.

Sincerely,



R. D. Sanders
Director
Labor Relations



Concurred
John R. Thompson
Administrative Assistant to the
Vice President
Communications Workers of America

August 16, 1998

Mr. John R. Thompson
Administrative Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Englewood, CO 80111

RE: Telephone Concession Service

Dear Mr. Thompson:

This will confirm our understanding regarding Telephone Concession Service.

It is the intent of U S WEST to provide Telephone Concession Service based on the following terms and conditions.

Effective April 1, 1999, continuation or establishment of concession service is contingent upon all current and future employees signing up for U S WEST AutoPay Service.

Employees with less than thirty (30) years service

50% Local Service
50% Intra-lata Toll

**Employees with thirty (30) years or more service,
Service Retirement or Disability Retirement**

100% Local Service
100% Intra-lata Toll

Eligibility Rules

Eligibility Rules:

All Regular Full-Time, Regular Part-Time and Regular Term employees with first day of employment.

Concession Items:

Concession is applicable to any residential revenue-producing product and/or item of service that is offered as an approved concession provided by U S WEST.

USW/CWA
Addendum 3

Concession would also apply to non-recurring service charges for items available at concession.

Death of Employee: The concession rate shall be continued until the second billing period after death.


Termination: Concession ends on date of termination.

Retired: Concession rate to be one hundred percent (100%) at time of service or disability retirement whether or not employee has thirty (30) years of service.

Leaves: Concession eligibility during leaves shall be spelled out by Company policies.

Employees are eligible for telephone concession service only on products or services provided by U S WEST.

Sincerely,



Karen L. Graves
Director
Labor Relations



Concurred:
John R. Thompson
Administrative Assistant to the
Vice President
Communications Workers of America

August 16, 1998

Mr. John R. Thompson
Administrative Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Englewood, CO 80111

RE: Telephone Concession Service

Dear Mr. Thompson:

This will confirm our understanding regarding Telephone Concession Service.

It is the intent of Qwest to provide Telephone Concession Service based on the following terms and conditions.

Effective April 1, 1999, continuation or establishment of concession service is contingent upon all current and future employees signing up for Qwest AutoPay Service.

Employees with less than thirty (30) years service

50% Local Service
50% Intra-lata Toll

**Employees with thirty (30) years or more service,
Service Retirement or Disability Retirement**

100% Local Service
100% Intra-lata Toll

Eligibility Rules

Eligibility Rules:

All Regular Full-Time, Regular Part-Time and Regular Term employees with first day of employment.

Concession Items:

Concession is applicable to any residential revenue-producing product and/or item of service that is offered as an approved concession provided by Qwest.

Concession would also apply to non-recurring service charges for items available at concession.

Death of Employee:	The concession rate shall be continued until the second billing period after death.
Termination:	Concession ends on date of termination.
Retired:	Concession rate to be one hundred percent (100%) at time of service or disability retirement whether or not employee has thirty (30) years of service.
Leaves:	Concession eligibility during leaves shall be spelled out by Company policies.

Employees are eligible for telephone concession service only on products or services provided by Qwest.

Sincerely,



Karen L. Graves
Director
Labor Relations



Concurred:
John R. Thompson
Administrative Assistant to the
Vice President
Communications Workers of America

August 16, 1998

Mr. John R. Thompson
Administrative Assistant to the Vice President
Communications Workers of America
District 7
8085 East Prentice Avenue
Englewood, CO 80111

RE: Telephone Concession Service

Dear Mr. Thompson:

This will confirm our understanding regarding Telephone Concession Service.

It is the intent of Qwest to provide Telephone Concession Service based on the following terms and conditions.

Effective April 1, 1999, continuation or establishment of concession service is contingent upon all current and future employees signing up for Qwest AutoPay Service.

Employees with less than thirty (30) years service

- 50% Local Service
- 50% Intra-Data Toll

Employees with thirty (30) years or more service,
Service Retirement or Disability Retirement

- 100% Local Service
- 100% Intra-Data Toll

Eligibility Rules

Eligibility Rules: All Regular Full-Time, Regular Part-Time and Regular Term employees with first day of employment.

Concession Items: Concession is applicable to any residential revenue-producing product and/or item of service that is offered as an approved concession provided by Qwest.

Concession would also apply to non-recurring service charges for items available at concession.

The concession rate shall be continued until the second billing period after death.

Concession ends on date of termination.

Concession rate to be one hundred percent (100%) at time of service or disability retirement whether or not employee has thirty (30) years of service.

Concession eligibility during leaves shall be spelled out by Company policies.

Employees are eligible for telephone concession service only on products or services provided by Qwest.

Sincerely,
Karen L. Graves

Karen L. Graves
Director
Labor Relations

J. Thompson
Concurred:
John R. Thompson
Administrative Assistant to the
Vice President
Communications Workers of America

Q0006A

August 17, 2003

Mr. Clark N. Spranget, Business Manager
IBEW, Local #206
P. O. Box 5654
Helena, MT 59604

Dear Clark:

It is the intent of Qwest Corporation to provide Telephone Concession Service based on the following terms and conditions:

Employees with less than thirty (30) years service
50% Local Service
50% Intra-Lata Toll

Employees with thirty (30) years or more service, Service Retirement or Disability Retirement
100% Local Service
100% Intra-Lata Toll

Eligibility Rules: All regular full-time, regular part-time, and temporary employees with first day of employment.

Concession items: Concession is applicable to any residential revenue producing product and/or item of service that is offered as an approved concession item by Qwest Corporation. Concession would also apply to non-recurring service charges for items available at concession.

Death of Employee: The concession rate shall be continued until the second billing period after death.

Termination: Concession ends on date of termination.

Retired: Concession rate to be one hundred percent (100%) at time of service or disability retirement whether or not employee has thirty (30) years of service.

Leaves: Concession eligibility during leaves shall be spelled out by Company policies.

Non - Qwest Corporation:
No concession will be established for residence outside the Qwest service area.

Employees who choose to participate will be required to use AutoPay in order to receive telephone concession service. The use of AutoPay will be required by April 1, 1999.

Sincerely,

Qwest Corporation
Hugh A. Doherty

Au

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Qwest
1801 California Street, Room 260
Denver, CO 80202
(303) 392-0084
Email - Cynthia.Kok@qwest.com

Cynthia Kok
Director - Labor Relations

December 4, 2003

Ms. Annie Hill
Assistant to the Vice President
Communications Workers of America, District 7
8085 East Prentice Avenue
Greenwood Village, CO 80111

RE: Concession (Discounts for Employees and Retirees)

Dear Ms. Hill:

This purpose of this letter is to confirm modifications to the occupational employee discount program outlined in the current Letter of Agreement on Telephone Concession Service. Effective as soon as administratively feasible after January 1, 2004:

Employees with less than thirty (30) years of service will receive discounts ranging from twenty to one hundred percent on a variety of products and services as outlined in the attached "Qwest Discount Plan" summary. The goal of this plan is to provide employees with a fifty percent discount on a wide range of Qwest revenue producing products, a twenty percent discount on a variety of products and services where a larger discount would result in a taxable impact to the employees, and a one hundred percent discount on certain one-time or "non-recurring" activation charges.

Employees who reach thirty (30) years or more service during the term of this collective bargaining agreement or who leave with service retirement or disability retirement would have the choice between the existing Concession plan for those employees (i.e., receiving a 100% discount on their Qwest Local Service and IntraLATA toll), or participating in the Qwest Discount Plan as outlined in the attached summary. Those who elect to participate in the Qwest Discount Plan would not be permitted to later opt out of the Plan and return to the 100% discount on their Qwest Local Service and IntraLATA toll.

Eligibility Rules: All Regular Full-Time, Regular Part-Time, and Regular Term employees would be eligible to participate starting on their first day of employment. Participating employees would be required to use the Qwest AutoPay service and would be required to have Qwest local service where available (or Qwest wireless or DSL if the employee chooses not to have a wireline phone) and Qwest long distance service where available.

Concession Items: The Qwest Discount Plan would be applicable to a variety of residential revenue-producing products and/or items of service offered as an approved concession provided by Qwest. The current discounts are outlined in the attached summary. As products and services change, the discount percentages and the items offered as approved concessionable items may change as well, in Qwest's discretion and upon review with the Union. However, the discount percentage on Qwest local service, IntraLATA toll, and long distance would not go below fifty percent.

Sincerely,

Cynthia Kok
Director Labor Relations

Concurred:
Annie Hill, Assistant to the Vice President
Communications Workers of America

QWEST DISCOUNT PLAN SUMMARY

* Local Service

- 50 percent off main residential line
- 50 percent off in-state long-distance (Intralata service)
- 50 percent off current and new features and packages
- 100 percent off one-time activation charges (excluding equipment, jacks, wiring, etc.)

* Long Distance (InterLata)

- 50 percent off current and new price plans

* Data

- 50 percent off Qwest DSL Powered by MSN
- 50 percent off Qwest DSL
- 50 percent off Choice Online
- 100 percent off one-time activation charges (excluding equipment)

* Wireless

- 20 percent off Qwest Wireless service (on current plans as of March)
- 20 percent off other wireless features like 2-Way Text Messaging and BrowserNow
- 100 percent off of one-time activation charges (excluding equipment)

* Video

- 20 percent off Choice TV, including premium channels and one-time activation charges (excluding equipment)

Complete details on the discount for all the products and services mentioned above, including which packages and plans are eligible for the Qwest Discount Plan, will be available early next year.



Qwest
1801 California Street, Room 200
Denver, CO 80202
(303) 352-0254
Email - Cynthia.Kok@qwest.com

Cynthia Kok
Director - Labor Relations

December 4, 2003

Mr. Clark Spranget
Business Manager
IBEW 206
P.O. Box 5864
Helena, MT 59604

RE: Concession (Discounts for Employees and Retirees)

Dear Mr. Spranget:

This purpose of this letter is to confirm modifications to the occupational employee discount program outlined in the current Letter of Agreement on Telephone Concession Service. Effective as soon as administratively feasible after January 1, 2004:

Employees with less than thirty (30) years of service will receive discounts ranging from twenty to one hundred percent on a variety of products and services as outlined in the attached "Qwest Discount Plan" summary. The goal of this plan is to provide employees with a fifty percent discount on a wide range of Qwest revenue producing products, a twenty percent discount on a variety of products and services where a larger discount would result in a taxable impact to the employees, and a one hundred percent discount on certain one-time or "non-recurring" activation charges.

Employees who reach thirty (30) years or more service during the term of this collective bargaining agreement or who leave with service retirement or disability retirement would have the choice between the existing Concession plan for those employees (i.e., receiving a 100% discount on their Qwest Local Service and IntraLATA toll), or participating in the Qwest Discount Plan as outlined in the attached summary. Those who elect to participate in the Qwest Discount Plan would not be permitted to later opt out of the Plan and return to the 100% discount on their Qwest Local Service and IntraLATA toll.

Eligibility Rules: All Regular Full-Time, Regular Part-Time, and Regular Term employees would be eligible to participate starting on their first day of employment. Participating employees would be required to use the Qwest AutoPay service and would be required to have Qwest local service where available (or Qwest wireless or DSL, if the employee chooses not to have a wireline phone) and Qwest long distance service where available.

Concession Items: The Qwest Discount Plan would be applicable to a variety of residential revenue-producing products and/or items of service offered as an approved concession provided by Qwest. The current discounts are outlined in the attached summary. As products and services change, the discount percentages and the items offered as approved concessionable items may change as well, in Qwest's discretion and upon review with the Union. However, the discount percentage on Qwest local service, IntraLATA toll, and long distance would not go below fifty percent.

Sincerely,

Cynthia Kok
Director Labor Relations

Concurred:
Clark Spranget, Business Manager
IBEW 206

QWEST DISCOUNT PLAN SUMMARY

* Local Service

- 50 percent off main residential line
- 50 percent off in-state long-distances (IntraLata service)
- 50 percent off current and new features and packages
- 100 percent off one-time activation charges (excluding equipment, jacks, wiring, etc.)

* Long Distance (InterLata)

- 50 percent off current and new price plans

* Data

- 50 percent off Qwest DSL Powered by MSN
- 50 percent off Qwest DSL
- 50 percent off Choice Online
- 100 percent off one-time activation charges (excluding equipment)

* Wireless

- 20 percent off Qwest Wireless service (on current plans as of March)
- 20 percent off other wireless features like 2-Way Text Messaging and BrowseNow
- 100 percent off of one-time activation charges (excluding equipment)

* Video

- 20 percent off Choice TV, including premium channels and one-time activation charges (excluding equipment)

Complete details on the discount for all the products and services mentioned above, including which packages and plans are eligible for the Qwest Discount Plan, will be available early next year.

DISTRICT COURT, OTERO COUNTY, COLORADO Otero County Courthouse 13 W. 3rd Street, Room 207 La Junta, CO 81050-1536	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
Plaintiffs: WESLEY COLVIN v. Defendants: QWEST COMMUNICATIONS INTERNATIONAL, INC. AND QWEST TELEPHONE CONCESSION PLAN	
FINAL JUDGMENT APPROVING SETTLEMENT, AWARDING ATTORNEYS' FEES AND COSTS, AND TERMINATING LITIGATION	

This matter comes before the Court for hearing on the final certification of this matter (the "Action") as a class action for settlement purposes, the fairness of the Settlement Agreement previously approved by this Court preliminarily, the application of Class Counsel for attorneys' fees and expenses, and the final disposition of this action. The Court has considered the Settlement Agreement in the Action dated October 18, 2004, including all exhibits attached thereto (the "Settlement Agreement"), the briefs of the parties, the evidence presented, and Class Counsel's application for attorneys' fees and expenses. Upon review and hearing,

THE COURT HEREBY FINDS THAT:

1. The requirements for class certification pursuant to Colo. R. Civ. P. 23 are met by the definition of the "Settlement Class" as consisting of all individuals who: (a) retired as employees of Qwest Communications International, Inc. ("Qwest"), US West Communications, Inc. (including these two entities' parents, subsidiaries and affiliates), Mountain Bell, Pacific Northwest Bell, Northwestern Bell, and US West Business Resources, Inc.; (b) live outside of Qwest's local service areas as of the date of the Settlement Agreement and were receiving reimbursement for amounts paid for telephone services provided by carriers other than Qwest as of December 31, 2003; (c) received a letter from Qwest dated December 9, 2003 notifying them that such reimbursements would be discontinued in January 2004; and (d) did not timely request exclusion from the Settlement Class.

2. The distribution of the Notice of Proposed Settlement attached to the Settlement Agreement as Exhibit D, and of the Notice of Settlement attached hereto as Exhibit A, fully and accurately informs all persons of all material elements of the

proposed settlement, constitutes the best notice practicable under the circumstances, constitutes valid, due and sufficient notice to all Class members, and complies fully with the requirements of Colorado law, the United States Constitution, and all other applicable law.

3. The settlement set forth in the Settlement Agreement (the "Settlement") is fair, reasonable and adequate in that, among other things: (a) Defendants have substantial defenses to the claims asserted, and the Settlement reflects a reasonable compromise negotiated by experienced Class Counsel; (b) the Settlement was negotiated through arms length negotiations in part with the participation of an experienced mediator; and (c) no objections have been made to the fairness or reasonableness of the Settlement.

4. Class Counsel should be awarded attorneys' fees and expenses in the amount of \$75,000.00 in that, among other things: (a) Class Counsel has properly and adequately represented the interests of the Class members; (b) the attorneys' fees and costs are to be paid by Qwest separate and apart from the benefits available to Class members, and will not reduce the amount of benefits to members of the Settlement Class; (c) this amount of attorneys' fees is reasonable given the considerable efforts of Class Counsel in creating the benefits to Settlement Class members; and (d) the costs are reasonable and should be paid.

5. This Action should be concluded and finally terminated as to all members of the Settlement Class and as to Defendants.

THE COURT HEREBY ORDERS, ADJUDGES AND DECREES THAT:

6. This Court's preliminary certification of this Action as a class action for settlement purposes, and its preliminary certification of the Settlement Class as defined above, is made final in all respects, including appointment of the class representative and Class Counsel;

7. The Settlement is approved as fair, reasonable and adequate to the members of the Settlement Class;

8. Class Counsel should be, and are hereby awarded attorneys' fees and costs in the total amount of \$75,000.00. Qwest is hereby ordered to pay said amount to Class Counsel in accordance with the terms of the Settlement Agreement.

9. A Notice of Settlement, in the form attached to this Order, shall be sent within 30 days after the Effective Date of the Settlement Agreement to all members of the Settlement Class as defined above ("Settlement Class Members").

10. This Action is dismissed with prejudice to its refiling in this or any other forum as to Defendants and all Settlement Class Members for all time, and the Settlement Class Members are forever enjoined and barred from asserting, instituting or prosecuting any Released Claim in any court, tribunal or government agency as provided for in the Settlement Agreement. Neither the Final Judgment nor the Settlement Agreement shall constitute an admission by Defendants of any liability or wrongdoing whatsoever.

11. In the event of any appeal or other proceeding to review this Order that affects the substantive rights of Settlement Class Members, the person or entity pursuing such appeal or other proceeding shall bear the cost of giving actual notice thereof to all such members.

12. This Court does hereby, without affecting the finality of this Final Judgment, reserve exclusive and continuing jurisdiction over the Action, the Plaintiff, Settlement Class Members and their counsel, and Defendants and their counsel for the purposes of, among other things, supervising the implementation, enforcement, construction and interpretation of this Settlement Agreement, the Order Regarding Conditional Settlement Class Certification and Preliminary Settlement Approval, and this Final Judgment.

IT IS SO ORDERED this _____ day of June, 2005.

Hon. Michael A. Schiferl
District Court Judge

DISTRICT COURT, OTERO COUNTY, COLORADO Otero County Courthouse 13 W. 3rd Street, Room 207 La Junta, Co 81050-1536	
Plaintiffs: WESLEY COLVIN v.	▲ COURT USE ONLY ▲
Defendants: QWEST COMMUNICATIONS INTERNATIONAL, INC. AND QWEST TELEPHONE CONCESSION PLAN	Case Number: 04CV39 Div./Ctrm.: B
NOTICE OF SETTLEMENT	

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ CAREFULLY.

According to available records, you are a member of the Settlement Class in this lawsuit (the "Action") brought against Qwest Communications International, Inc. ("Qwest") and the Qwest Telephone Concession Plan. This notice describes the Settlement Class, the settlement benefits potentially available to you, the steps you must take to obtain those benefits, and the persons you should contact if you have questions about the enclosed Claim and Release form.

I. Who Is Included?

On June, __, 2005, the Court approved a Settlement Agreement among the parties to the Action and certified a Settlement Class in the Action. You are a member of the Settlement Class if you: (1) retired as an employee of Qwest, US West Communications, Inc. (including these two entities' parents, subsidiaries and affiliates), Mountain Bell, Pacific Northwest Bell, Northwestern Bell, or US West Business Resources, Inc.; (2) live outside of Qwest's local service areas as of the effective date of the Settlement Agreement and were receiving reimbursement for amounts paid for telephone services provided by carriers other than Qwest as of December 31, 2003; (3) received a letter from Qwest dated December 9, 2003 notifying you that such reimbursements would be discontinued in January 2004; and (4) did not timely request exclusion from the Settlement Class.

II. What Settlement Benefits Are Potentially Available to Me?

If you are a member of the Settlement Class and timely and properly submit the enclosed Claim and Release form, you will receive the following benefits from Qwest: (1) \$300.00; and (2) reimbursement (*i.e.*, no charges) for unlimited Qwest IntraLATA and InterLATA (but not international) long distance at your primary residence for the time period specified

below, with such reimbursement to continue if such residence changes but remains within a geographic area in the United States in which Qwest does not provide local telephone service. The reimbursement for Qwest long distance will begin on the date you switch to Qwest long distance, except that it will begin on the effective date of the Settlement Agreement (as defined in that Agreement) if you are already using Qwest long distance as of that date. Reimbursement will end two months after your death, except that it will end earlier on the date, if any, on which you move to a new primary residence located within a geographic area in which Qwest provides local telephone service (subject to renewal if you later move back into a geographic area in the United States in which Qwest does not provide local telephone service).

III. What Must I Do To Obtain These Settlement Benefits?

To obtain the Settlement benefits described above, you must: (1) read, complete and sign the Claim and Release form enclosed with this Notice; and (2) return that completed and signed form to the Claims Manager by first class mail postmarked on or before _____, 2005. The Claims Manager may disapprove a Claim and Release form for failure timely to submit that form, failure of the information on that form to substantially conform to Qwest's records, failure to provide material information sufficient to enable your identification as a Settlement Class member entitled to receive Settlement benefits, or any other material irregularity in the claim of a fraudulent nature.

If your claim is accepted, Qwest will issue you a check in the amount of \$300.00 and will contact you regarding the procedures you should follow to switch to Qwest long distance service and/or to obtain reimbursement for Qwest long distance service. If your claim is denied, the Claims Manager will so notify you and will tell you the reason for such denial.

IV. Whom Should I Contact If I Have Questions About the Claim and Release Form?

Direct any questions about the Claim and Release form to counsel of your choosing or to the following counsel for the Settlement Class:

Curtis L. Kennedy
Attorney-at-law
8405 E. Princeton Ave.
Denver, CO 80237-1741
Tele: 303-770-0440
Fax: 303-843-0360
CurtisLKennedy@aol.com

Please do not contact the Court, the parties, or their attorneys except as provided above.

Michael A. Schiferl, Otero County District Judge

CLAIM AND RELEASE

Settlement Class members who wish to claim the settlement benefits described in the Notice of Settlement must (1) read, complete and sign this form (both front and back); and (2) return the completed and signed form by first class mail postmarked on or before _____, 2005 to Claims Manager, P.O. Box _____, Denver, CO 802__.

CLAIM

Please provide the following information:

First Name: _____ Middle Initial: _____

Last Name: _____

Primary Residence Street Address: _____

P.O. Box: _____ City/Town: _____ State: _____

Primary Residence Tel. No.: _____ - _____ - _____

Very Important! Please Check One of the Following:

___ Qwest is currently my long distance service provider at my primary residence.

___ I hereby request that Qwest change my long distance service provider at my primary residence from my current provider to Qwest.

Very Important! Please read, sign and date the following Release:

RELEASE

1. I am signing this Release as a condition of a written Settlement Agreement ("Agreement") entered into in settlement of all claims relating to local telephone service, long distance telephone service, and/or other telephone-related services as to which Qwest Communications International, Inc. ("Qwest") was allegedly obligated to reimburse me ("Telephone Service Benefits").
2. I understand that, by accepting benefits under the Agreement, I and my heirs, descendants, dependents, executors, spouses, administrators, representatives and assignees (collectively, the "Releasers") shall be deemed to and do absolutely and forever covenant not to sue, and release and discharge, Qwest and its predecessors, subsidiaries, affiliates, successors and parents, and each

of their present and former officers, directors, employees, shareholders, agents, attorneys and assignees and any pension, welfare benefit, or other plan that may exist or be alleged to exist under the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* ("ERISA") relating to Telephone Service Benefits (collectively, the "Released Parties"), from any and all claims, causes of action, rights, obligations, debts, liabilities, penalties, damages, losses and expenses of any kind whatsoever, whether known or unknown, foreseen or unforeseen, that have been asserted or might have been asserted against the Released Parties relating in any way to Telephone Service Benefits (collectively, the "Claims"), including without limitation all Claims arising under ERISA and all Claims that were asserted or that might have been asserted in the lawsuits entitled *Colvin v. Qwest Communications International, Inc. and the Qwest Telephone Concession Plan*, Case No. 04CV39 in the District Court for Otero County, Colorado ("*Colvin*") and *Rathbun v. Qwest Communications International, Inc. and the Qwest Telephone Concession Plan*, Case No. 05-B-00711, now pending in the United States District Court for the District of Colorado (the "Released Claims"). I understand that I and the other Releasers will forever be barred and enjoined from instituting or prosecuting any of the Released Claims against any of the Released Parties.

3. I understand that the Agreement was negotiated on my behalf by class counsel in *Colvin*, Curtis L. Kennedy, Esq. I acknowledge that I have had an opportunity to consult with another lawyer of my choice regarding the Agreement and the effect of this Release.
4. I have read this Release, understand its terms, and am signing it voluntarily and knowingly.

Signed: _____

Dated: _____, 2005.