

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

Civil Action No. **05-cv-00478-BNB-PAC**

EDWARD J. KERBER,  
NELSON B. PHELPS,  
JOANNE WEST,  
NANCY A. MEISTER,  
THOMAS J. INGEMANN, JR.,  
Individually, and as Representative of plan participants  
and plan beneficiaries of the QWEST PENSION PLAN,

Plaintiffs,

vs.

QWEST PENSION PLAN,  
QWEST EMPLOYEES BENEFIT COMMITTEE,  
QWEST PENSION PLAN DESIGN COMMITTEE,  
QWEST COMMUNICATIONS INTERNATIONAL, INC.,

Defendants.

---

**PLAINTIFFS' MOTION FOR CLASS CERTIFICATION**

---

Named Plaintiffs, pursuant to Rule 23(c)(1) of the Federal Rules of Civil Procedure and in accordance with (Docket 57) the Court's scheduling order, hereby respectfully move this Court for an order permitting them to maintain their ERISA claims against the Qwest Defendants on behalf of a Class, to be defined as:

All Qwest Pension Plan participants (and beneficiaries thereof) who retired and are receiving either a service pension annuity or disability pension annuity, and all those persons (and beneficiaries thereof) who retired on or after January 1, 2004 and received a lump sum distribution of their service pension annuity, minus the lump sum present value of the Pension Death Benefit.

Named Plaintiffs move the Court to certify the Class under Rule 23(b)(1)(A), Rule 23(b)(1)(B) and/or Rule 23(b)(2). Alternatively, if the Court does not deem a class appropriate under those provisions, Named Plaintiffs move the Court to certify a Class under Rule 23(b)(3) or a combination of Rule 23(b)(2) and (b)(3).

The claims herein pertain to the Pension Death Benefit provided under the Qwest Pension Plan, a defined pension benefit plan qualified under the Employee Retirement Income Security Act of 1974 (ERISA). All claims will be tried to the Court. This case easily satisfies all the prerequisites of Fed.R.Civ.P. 23(a) and can be certified under any of Rule 23(b)'s three prongs (or any combination thereof).

Although this case easily meets the requirements of Rule 23(b)(3) (because common questions predominate and a class action is superior to individual actions for fairly and efficiently resolving the controversy), it should be certified under Rule 23(b)(1) (because individual actions risk inconsistent adjudications establishing incompatible standards of conduct for the Defendants and/or because individual adjudications would as a practical matter be dispositive of, or threaten, absent Class members' interests) and/or Rule 23(b)(2) (because the Defendants have acted in a way generally applicable to the Class, making final injunctive or declaratory relief appropriate with respect to the Class as a whole). Rule 23(b)(1) and/or (b)(2) case are preferred over (b)(3) actions since they have superior *res judicata* effects because they generally do not permit opt-outs.

In support of this motion, Named Plaintiffs adopt and incorporate herein their Second Amended Complaint (Docket 29) filed with the Court. In addition, Named Plaintiffs submit herewith their memorandum of authorities and arguments, together with Exhibits 1-4.

Pursuant to D.C.COLO.L.CivR 7.1(A), counsel for Named Plaintiffs discussed the matter with Qwest Defendants' attorney Beth Kiovsky. Counsel agreed that this motion for class certification would simply report that Qwest Defendants expect to file an opposition legal brief.

Dated: September 8, 2006.

*s/ Curtis L. Kennedy*  
Curtis L. Kennedy  
8405 East Princeton Avenue  
Denver, CO 80237-1741  
Telephone: 303-770-0440  
Facsimile: 303-843-0360  
e-mail [CurtisLKennedy@aol.com](mailto:CurtisLKennedy@aol.com)  
Attorney for Named Plaintiffs

**CERTIFICATE OF SERVICE**

I hereby certify that on the 8<sup>th</sup> day of September, 2006, a true and correct copy of the above and foregoing document was electronically filed with the Clerk of the Court using the CM/ECF system and a courtesy copy was emailed to Defendants' counsel of record as follows:

<p>Elizabeth I. Kiovsy, Esq. Beth Doherty Quinn, Esq. BAIRD &amp; KIOVSKY, LLC 2036 E. 17<sup>th</sup> Ave. Denver, CO 80206-1106 Tele: 303-813-4500 Fax: 303-813-4501 BethK@bairdkiovsy.com (Beth Kiovsy, Esq.) BDQ@bairdkiovsy.com (Beth Doherty Quinn, Esq.) <i>Counsel for Qwest Defendants</i></p>	<p>Sherwin S. Kaplan, Esq. THELEN REID &amp; PRIEST LLP 701 Eighth Street, NW Washington, D.C. 20001 Tele: 202.508.4218 Fax: 202.654.1845 skaplan@thelenreid.com (Sherwin S. Kaplan, Esq.) <i>Counsel for Qwest Defendants</i></p>
---	--

Also, copy of the same was delivered via email to Named Plaintiffs as follows:

Edward J. Kerber  
33302 Neacoxie Lane  
Warrenton, OR 97146  
EJKMAK@aol.com (Edward J. Kerber)

Nancy A. Meister  
12400 48<sup>th</sup> Ave., N.  
Plymouth, MN 55442-2008  
dnmeister@comcast.net (Nancy A. Meister)

Nelson B. Phelps  
1500 So. Macon St.  
Aurora, CO 80012-5141  
nbphelps@woldnet.att.net (Nelson B. Phelps)

Thomas J. Ingemann, Jr.  
955 Ford Road  
Newport, MN 55055-1515  
tingemann@comcast.net (Thomas Ingemann)

Joanne West  
10172 South Miner Drive  
South Jordan, UT 84095-2421  
bikenbabe@qwest.net (Joanne West)

*/s Curtis L. Kennedy*  
Curtis L. Kennedy

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

Civil Action No. **05-cv-00478-BNB-PAC**

EDWARD J. KERBER,  
NELSON B. PHELPS,  
JOANNE WEST,  
NANCY A. MEISTER,  
THOMAS J. INGEMANN, JR.,  
Individually, and as Representative of plan participants  
and plan beneficiaries of the QWEST PENSION PLAN,

Plaintiffs,

vs.

QWEST PENSION PLAN,  
QWEST EMPLOYEES BENEFIT COMMITTEE,  
QWEST PENSION PLAN DESIGN COMMITTEE,  
QWEST COMMUNICATIONS INTERNATIONAL, INC.,

Defendants.

---

**PLAINTIFFS' MEMORANDUM OF POINTS AND AUTHORITIES  
IN SUPPORT OF THEIR MOTION FOR CLASS CERTIFICATION**

---

This case brought under the Employee Retirement Income Security Act (ERISA) by the Named Plaintiffs on behalf of other Plan participants and beneficiaries is ideally suited for class treatment. The Second Amended Complaint (Docket 29) charges that Qwest Defendants have wrongfully re-classified the Pension Death Benefit as a “welfare” or mere take-a-way benefit and wrongfully amended the Qwest Pension Plan so as to cease paying Pension Death Benefits to the beneficiaries of plan participants who retired after January 1, 2004. Qwest Defendants have threatened to take-a-way the Pension Death Benefit from all other pre-January 1, 2004 retirees currently receiving monthly service pension annuities.

It should be readily apparent why this case, brought under ERISA §§ 502(a)(1)(B), (a)(2), and (a)(3), 29 U.S.C. §§ 1132(a)(1)(B), (a)(2) and (a)(3) is a paradigmatic class action. It will adjudicate in one action the claims of thousands of individual participants, and their

beneficiaries, ensuring judicial economy and avoiding the possibility of inconsistent verdicts. It involves one overarching question – whether the Pension Death is a protected defined benefit plan and not a welfare or ancillary benefit subject to reduction or elimination at the whim of the pension plan sponsor – that is common to the Named Plaintiffs and tens of thousands of other absent Class members. The case focuses exclusively on the actions and inactions of the Qwest Pension Plan and its agents in re-characterizing the Pension Death Benefit and carrying out an illegal pension plan amendment that sought to partially end the payment of Pension Death Benefits. While the amount of each putative Class member’s entitlement to the Pension Death Benefit will vary, such amount will be the product of an entirely ministerial calculation, to be performed by the Plan, once liability is established and order directing such relief is entered.

This case easily satisfies all the prerequisites of Fed.R.Civ.P. 23(a) and can be certified under any of Rule 23(b)’s three prongs (or any combination thereof). Although it easily meets the requirements of Rule 23(b)(3) (because common questions predominate and a class action is superior to individual actions for fairly and efficiently resolving the controversy), it should be certified under Rule 23(b)(1) (because individual actions risk inconsistent adjudications establishing incompatible standards of conduct for the Defendants and/or because individual adjudications would as a practical matter be dispositive of, or threaten, absent Class members’ interests) and/or Rule 23(b)(2) (because the Defendants have acted in a way generally applicable to the Class, making final injunctive or declaratory relief appropriate with respect to the Class as a whole). Rule 23(b)(1) and/or (b)(2) case are preferred over (b)(3) actions since they have superior *res judicata* effects because they generally do not permit opt-outs.

**STATEMENT OF MATERIAL UNDISPUTED FACTS**<sup>1</sup>

Just over sixteen years before its acquisition by Qwest Communications, U S WEST, Inc. established two qualified defined benefit pension plans, effective January 1, 1984, as successors to two Bell System Pension Plans: the U S WEST Pension Plan (the “Occupational Plan”) and the U S WEST Management Pension Plan (the “Management Plan”).

Both the Occupational Plan and the Management Plan included a “death benefit” equal to a year’s base salary and payable out of trust fund assets to beneficiaries upon the death of the retiree receiving a “service pension” or “disability pension.” This death benefit payment is referred to throughout this litigation as the “Pension Death Benefit,” as it is not paid out of operating revenues.

U S WEST reported that the Occupational Plan and the Management Plan were merged into a single plan and called it the U S WEST Pension Plan. Subsequently, Qwest Communications acquired U S WEST and became the sponsor of the U S WEST Pension Plan. The U S WEST Pension Plan was renamed the Qwest Pension Plan.

During years 1998 through 2001, the plan sponsor engaged in IRC Section 420 transfers of funds from the Qwest Pension Plan to an account to pay retiree medical care costs.

During years 1998 through 2003, the plan sponsor allowed plan participants to elect to receive lump sum distributions, which single payment included the present value of the Pension Death Benefit.

---

1

All of these “*undisputed*” facts are either established within the Scheduling Order, the Answer to the Second Amended Complaint or set forth in Qwest Defendants’ recently filed brief in support of their motion for summary judgment. Named Plaintiffs will be opposing that motion and setting forth numerous material issues of fact and other facts which serve to undermine Qwest Defendants’ motion for summary judgment.

In September 2003, Qwest announced that the company was “considering eliminating the death benefit for all retirees regardless of their retirement date.” Yet, the company signed a notification letter ready to send out to thousand of putative Class members. The retiree group organized a reaction and the company decided to delay implementation of that decision. It is noteworthy that Qwest leadership’s decision has not been formally rescinded; implementation has merely been *delayed*.

In December 2003, the Qwest Pension Plan was amended to eliminate payment of Pension Death Benefits for employees ending employment service and commencing retirement pay status as of January 1, 2004. This is known as Qwest Pension Plan Amendment 2003-5. The Plan amendment also ended the practice of allowing plan participants to include in their lump sum distribution an amount representing the present value of the Pension Death Benefit.

Named Plaintiffs Edward J. Kerber and Nelson B. Phelps retired from Qwest's predecessor, U S WEST in 1990. Kerber and Phelps are participants in the Qwest Pension Plan and receive monthly service pension payments from the Plan. They expect to have the Pension Death Benefit paid to their qualified survivors upon their death. Kerber and Phelps seek declaratory and injunctive relief to prevent elimination or reduction of the Pension Death Benefit. They also seek a declaration and clarification of their rights and putative Class members’ rights to future payment of the Pension Death Benefit to their qualified survivors. And, they seek an order requiring the governing Plan document and the SPD to be reformed to accurately report that their Pension Death Benefits are vested, not welfare benefits that can be either reduced or taken away without their consent.

Named Plaintiffs Kerber and Phelps exhausted administrative remedies, even though the

relief they sought was not available through the internal claims process.

Named Plaintiffs Nancy Meister, Joanne West and Thomas Ingemann, each ended employment with Qwest after January 1, 2004. West and Meister each received lump sum payments that did not include the present value of the Pension Death Benefit. Ingemann is currently receiving a service pension annuity. Meister, West and Ingemann seek declaratory and injunctive relief that the December 2003 Plan amendment was illegal and void as to them and other putative Class members.

**BRIEF STATEMENT OF CLAIMS and RELIEF REQUESTED**<sup>2</sup>

Since the Pension Death Benefit is so critical to not only Named Plaintiffs' families, but thousands of Qwest retirees and their spouses and their beneficiaries, and Qwest senior leadership continue to hold out with the threat that the company may some day take away that important benefit, Named Plaintiffs have exercised their rights under ERISA § 502)(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B), to seek an order that will clarify Qwest Pension Plan participants' rights to future Pension Death Benefits under the terms of the Plan and for other declaratory, injunctive and appropriate equitable relief. The Court has jurisdiction of the claims for Relief based upon the civil enforcement provisions of ERISA, 29 U.S.C. §§ 1132(a)(1)(B), 1132(a)(2), 1132(a)(3), 1132(e)(1), and 1132(f), and upon 28 U.S.C. §§ 1331 and 1337.

To summarize, the first claim is based upon breach of fiduciary duty and equitable estoppel due to a failure to disclose material information and failure to issue SPDs containing correct information about the Pension Death Benefit. Named Plaintiffs contend Defendants

---

<sup>2</sup> This is a mere summary. Named Plaintiffs incorporate herein the fully detailed Second Amended Complaint (Docket 29).

Qwest and the Plan administrators had a duty to communicate material facts affecting the interests of Named Plaintiffs and other participants. Defendants had a duty to disclose material information, including whether the Pension Death Benefit could be reduced or eliminated in the absence of a Plan termination.

In all the Summary Plan Descriptions (“SPDs”) issued to Named Plaintiffs and proposed Class members during the years 1977 through at least the merger of U S WEST and Qwest, there were representations that retirees were *entitled* to the Pension Death Benefit and other written information was provided representing that benefit was not a “welfare” benefit, but was a protected defined pension plan benefit.

Prior to December 2003, neither the Plan sponsor nor Plan administrators ever made a *formal* disclosure in the SPDs distributed to Kerber and Phelps and putative Class members advising that the Pension Death Benefit was not a protected benefit or that it could either be reduced or eliminated by the sponsoring company. Now, Qwest Defendants, is conveniently taking that position to the financial detriment of Named Plaintiffs and putative Class members. Kerber, Phelps and putative Class members reasonably and detrimentally relied upon written representations made by Plan administrators that there was a commitment to provide a Pension Death Benefit to the surviving spouse or dependent beneficiaries. If the Pension Death Benefit was always a “welfare” benefit, which it wasn’t, nevertheless, Kerber, Phelps and putative Class members were prejudiced from the lack of notice of material information contrary to the written representations in Plan publications and SPDs given to them about the status of the Pension Death Benefit.

The omissions and written misrepresentations about the Pension Death Benefit were

material to Kerber, Phelps and putative Class members because a reasonable Plan participant considered the information important in making retirement elections and estate planning decisions about whether to buy life insurance on the market. Now, due to a combination of age, health condition, and meager financial factors, thousands of putative Class members cannot possibly afford the cost of purchasing life insurance on the market so as to replace the face amount of the expected Pension Death Benefit.

Named Plaintiffs seek an order declaring that, if the Pension Death Benefit was always a “welfare” benefit, Defendants, by making omissions and failing to make necessary disclosures in the SPDs, failed to discharge duties to act solely in the interests of Named Plaintiffs and putative class members, as required by ERISA Section 404(a)(1), 29 U.S.C. § 1104(a)(1). Named Plaintiffs request this Court to apply principles of federal common law equitable estoppel, in as much as the Plan publications and SPDs contained ambiguous representations about whether the Pension Death Benefit should be considered an “entitlement”, or a vested protected and accrued “defined pension benefit”, and prior Plan fiduciaries and Plan administrators made representations which constitute an oral interpretation of the ambiguities.

Named Plaintiffs seek further class-wide appropriate equitable relief, including a declaration that due to the aforesaid actions by prior Plan fiduciaries and Plan administrators, the Pension Death Benefit is deemed under the Plan to be a vested, protected or accrued pension benefit, not subject to reduction or elimination absent a Plan termination. This Court is asked to apply principles of equitable estoppel, under ERISA § 502(a)(3), 29 U.S.C. § 1132(a)(3), and issue an order forbidding Qwest Defendants and successors from ever altering, modifying, eliminating or terminating Named Plaintiffs’ and putative Class members’ expected Pension

Death Benefits in the absence of a plan termination.

To summarize, for their second claim, Named Plaintiffs, pursuant to ERISA Section 502(a)(3), 29 U.S.C. § 1132(a)(3), request this Court enter an order declaring Qwest Pension Plan Amendment 2003-5 which purported to eliminate the Pension Death Benefit as illegal, in violation of the terms and conditions of the 1998-2001 I.R.C. Section 420 transfers, and order the Plan amendment stricken and the Plan reformed to reinstate the Pension Death Benefit for persons retiring on or after January 1, 2004, with or without a lump sum distribution. Further, Named Plaintiffs seek an order requiring the Plan to notify and make payment of the correct amount of the Pension Death Benefit, together with prejudgment and post-judgment interest, to each Plan participant and qualified mandatory beneficiaries for whom the Pension Death Benefit became payable after January 1, 2004. Named Plaintiffs seek removal from the Plan administration those persons who supported, assisted and acquiesced in and defended the Plan sponsor's efforts to eliminate the Pension Death Benefit for persons commencing retirement pay status on or after January 1, 2004.

To summarize, for their third claim, Named Plaintiffs, pursuant to ERISA Section 502(a)(1)(B), 29 U.S.C. Section 1132(a)(1)(B), request this Court to clarify their rights to future payment of Pension Death Benefits under the terms of the Plan. Named Plaintiffs seek a declaration that their mandatory beneficiaries, to the extent there are any at time of death, are entitled to the Pension Death Benefit payable from the Plan. Named Plaintiffs seek a declaration that persons who retired on or after January 1, 2004 and received a lump sum distribution, minus the value of the Pension Death Benefit, are entitled to receive an additional lump sum payment representing the unpaid Pension Death Benefit, plus interest.

To summarize, for their fourth claim, Named Plaintiffs, pursuant to ERISA Section 502(a)(2), 29 U.S.C. Section 1132(a)(2), seek equitable and remedial relief for the benefit of the Plan as a whole including an order requiring the Qwest Pension Plan Design Committee, the Qwest Employee Benefits Committee and Qwest, as plan sponsor, to correct faulty language in the Plan's current SPD and issue a corrected SPD with language disclosing the Pension Death Benefit is a vested, protected or accrued defined pension benefit, not subject to reduction or elimination absent a plan termination. In the alternative, Named Plaintiffs seek the same declaratory, injunctive and equitable relief pursuant to ERISA Section 502(a)(3), 29 U.S.C. § 1132(a)(3).

### **ARGUMENT**

#### **The Court Should Certify the Proposed Class and Permit the Named Plaintiffs to Maintain Their ERISA Claims on Behalf of the Class.**

“Class actions serve an important function in our system of civil justice.” *Gulf Oil Co. v. Bernard*, 452 U.S. 89, 99 (1981). Rule 23 should be liberally construed. *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 168 (1974). Class certification should be granted under Federal Rule of Civil Procedure 23 when a plaintiff demonstrates that the action satisfies all four requirements of 23(a), as well as at least one of Rule 23(b)'s three alternatives are met. *Adamson v. Bowen*, 855 F.2d 668, 675 (10th Cir. 1988). While courts have broad discretion in determining whether a class should be certified, courts should favor class certification even if some doubt remains after a Rule 23 review. *In re Williams Cos. ERISA Litig.*, 231 F.R.D. 416,420 (N.D. Okla. 2005). In utilizing that discretion, courts properly construe Rule 23 by considering its purpose to promote the class-wide resolution of similar claims against a common defendant. *Esplin v. Hirschi*, 402 F.2d 94,99 (10th Cir. 1968). This case, which seeks relief on behalf of the Qwest

Pension Plan and a declaration of a right to a defined pension benefit, and where applicable, recovery of vested benefits for individual Class members readily meets the four prerequisites of Rule 23(a) for all types of relief, and satisfies Rule 23(b)(1) and/or Rule 23(b)(2) for the Plan claims and Rule 23(b)(3) for the benefits claims.

**A. All the Requirements of Rule 23(a) are Satisfied.**

In determining whether a class should be certified, a district court must consider each of the four factors set forth in Rule 23(a). Fed. R. Civ. P. 23(a); *see Neiberger v. Hawkins*, 208 F.R.D. 301, 312 (D. Colo. 2002). The prerequisites to class certification set forth in Rule 23(a) are as follows:

- (a) PREREQUISITES TO A CLASS ACTION. One or more members of a class may sue or be sued as representative parties on behalf of all only if (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

This case readily satisfies the requirements of Rule 23(a) (numerosity, commonality, typicality and adequacy).

**1. The Members of the Class are Sufficiently Numerous that Joinder is Impracticable.**

Here, Qwest Defendants will not dispute numerosity. In a recent letter delivered to Named Plaintiff's counsel, Qwest Defendants' counsel Beth Kiofsky confirmed that "*Defendants agree not to object to Plaintiffs' assertion that sufficient numerosity exists. . .*" Indeed, the latest IRS Form 5500 filing with the United States Department of Labor and the Internal Revenue Service confirms there are more than 100,000 Qwest Pension Plan participants.

Tens of thousands of those persons have beneficiaries with expectations to receive the Pension Death Benefit upon the death of the Plan participant retiree.

Likewise, joinder is impracticable. This Court has repeatedly explained that there are “a number of factors . . . relevant in determining whether joinder is impracticable,” including: (1) class size; (2) geographic diversity of class members; (3) the ability to identify class members for purpose of joinder, (4) the financial resources of class members and their ability to institute separate lawsuits, and (5) whether the plaintiff seeks declaratory or injunctive relief. *Colorado Cross-Disability Coalition v. Taco Bell Corp.*, 184 F.R.D. 354,357 (D. Colo. 1999); see *Neiberger*, 208 F.R.D. at 312. Not all of these factors need to be present. See *Id.* In this case, however, most of these factors favor a finding of numerosity.

It is undisputed that thousands of putative Class members are geographically dispersed all over Qwest's 14-state region of primary operations and throughout the United States. A showing that “the class numbers in the thousands and there is some geographical dispersion of class members” is sufficient to demonstrate that numerosity exists. *Cook v. Rockwell Int 'I Corp.*, 151 F.R.D. 378,384 (D. Colo. 1993); see *Schwartz v. Celestial Seasonings, Inc.*, 178 F.R.D. 545, 550 (D. Colo. 1998) (concluding that joinder was impracticable for a class for which it was “fair to assume, in the absence of contrary evidence that the purported class, contains hundreds if not thousands” of members). Thus, geographic diversity of the Class members favors a finding of impracticability of joinder.

Accordingly, the Class meets the requirements of Rule 23(a)(1).

**2. The Claims Present Common Questions of Law and Fact.**

The commonality provision of Rule 23(a)(2) is also easily met. The Rule does not require that *all* questions of law and fact be common to every member of the class; rather, at least one question of law or fact needs to be common among the class members. As the Court observed in *Realmonte v. Reeves*, 169 F.3d 1280, 1285-86 (10th Cir. 1999), the commonality test is met where there is at least one issue - even a significant legal issue - the resolution of which will affect all or a significant number of the putative class members. Indeed, in this regard ERISA cases are often ideally suited for class treatment because they typically involve a course of conduct by defendants that affects numerous or all class members, inevitably raising common questions of law and/or fact satisfying the requirement of Rule 23(a)(2). See, e.g., *Coleman v. PBGC*, 196 F.R.D. 193, 198 (D.D.C. 2000) (whether plan amendment complied with ERISA was a question affecting all class members, commonality requirement satisfied). See also *Joseph v. General Motors Corp.*, 109 F.R.D. 635,640 (D. Col. 1986) (concluding “factual differences are irrelevant” for commonality where “there are common questions of law”); *Musto v. American Gen. Corp.*, 615 F.Supp. 1483, 1493 (M.D. Tenn. 1985) (certifying a class in an ERISA suit even though members of the class received different summary plan descriptions), *rev’d on other grounds*, 861 F.2d 897 (6<sup>th</sup> Cir. 1988).

This case is especially suitable under Rule 23(a)(2) because the claims raise primarily common questions of law and fact, both as to liability and relief. Named Plaintiffs set forth in ¶ 202 of their Second Amended Complaint a synopsis of common questions of law and fact. Some, but not all, of the common questions in this case are:

1. Whether or not Named Plaintiffs Edward Kerber, Nelson Phelps, Thomas Ingemann, Jr., and Class members who are receiving a monthly service pension annuity are entitled to have the Pension Death Benefit paid to their qualified beneficiaries;
2. Whether or not Named Plaintiffs Nancy Meister and Joanne West and Class members who retired on or after January 1, 2004 and received a lump sum distribution of their Plan benefits are entitled to an additional lump sum payment representing the unpaid Pension Death Benefit, plus interest;
3. Another way of framing core common questions here is to ask whether the Pension Death Benefit became vested when a Plan participant became service pension eligible, taking into consideration historic Plan language and any reservation of rights clauses in the Plan documents or SPDs and any communications or past actions by the Plan fiduciaries. If Named Plaintiffs are right and the benefit became vested upon the Plan participant becoming service pension eligible, Qwest Defendants could not in December 2003 unilaterally eliminate the Pension Death Benefit so as to take it away from certain service pension eligible Plan participants, and the current Plan document and SPD both reporting that Qwest Defendants have the right to take away the Pension Death Benefit with respect to all other retirees are seriously inaccurate and contain misrepresentations;
4. Whether or not the Qwest Employees Benefit Committee and Plan administrators have breached their fiduciary duties under ERISA and applicable Department of

Labor federal regulations by issuing Plan participants an incorrect and inaccurate current SPD which falsely represents and mischaracterizes the Pension Death Benefit to be a mere *welfare* benefit that is subject to a general reservation of rights clause and *not* a vested, protected *defined* pension benefit, as it was historically represented and classified in numerous prior Plan documents and SPDs, thus, causing harm to the Plan and misleading Plan participants;

5. Another way of framing this common core issue is whether Qwest Defendants must reform the current governing Plan document and the SPD and incorporate a written commitment to provide the vested Pension Death Benefit to Named Plaintiffs' qualified beneficiaries and Class members' qualified beneficiaries;
6. Another common question of law is subsumed within Named Plaintiffs' ERISA Section 502(a)(1)(B) claim to clarify their rights to future payment of Pension Death Benefits. This issue of law touches upon the amount of the future payment to be made to the qualified beneficiaries. The issue is whether or not there was a valid plan amendment so as to "freeze" the payout amount of the Pension Death Benefit when there was no compliance with the Plan amendment procedure specified in the governing Plan document. As the Supreme Court has ruled, a company is "bound" to "whatever level of specificity [the] company ultimately chooses in an amendment procedure. *Curtis-Wright v. Schoonejongen*, 514 U.S. 73, 83 (1995);<sup>3</sup> and

---

3

During the course of formal discovery in this case with respect to Named Plaintiffs' claim for clarification of their rights to future payment of Pension Death Benefits, it was discovered that there was no proper plan amendment - one in conformity with specified plan amendment procedures - so as to limit the payout amount or

7. Whether, each time there was a IRC § 420 transfer from the Plan, Named Plaintiffs' and putative Class members' pension benefits, including the Pension Death Benefit, became nonforfeitable in the same manner which would have been required if the Plan had been terminated immediately before each IRC § 420 transfer. In other words, whether by virtue of the combined operation of IRC § 420 and governing Plan language at the time of the transfers, Pension Death Benefits should be deemed vested nonforfeitable benefits.

Clearly, these shared issues – central questions in this case – are more than sufficient to meet the commonality prerequisites of Rule 23(a)(2).

**3. Named Plaintiffs' Claims Are Typical of the Claims of the Class.**

Rule 23(a)(3) requires that “the claims . . . of the representative parties [be] typical of the claims. . . of the class.” As with commonality, it is not necessary that the claims of the representative plaintiffs be identical to the claims of the class to satisfy typicality. “So long as there is a nexus between the class representatives' claims or defenses and the common questions of fact or law which unite the class, the typicality requirement is satisfied.” *Cook v. Rockwell Int 'l Corp.*, 15 1 F.R.D. 378 (D. Colo. 1993). Indeed, as the Supreme Court has noted, because

---

“freeze” the Pension Death Benefit payment to no more than the plan participant's annual salary rate as of February 28, 1993. The “Change in Plan” procedure says the “Committee” makes changes. The amendment procedure does not say that the pension plan may be amended by the “Company” or by the Board of Directors. (See Exhibit 1, p. 1). With respect to the attempted freezing of the Pension Death Benefit amount, there was no compliance with this plan amendment procedure. While there is some evidence that the Board of Directors merely passed a “resolution” to make a pension change, no amendment was ever executed by the Committee. (See Exhibit 1, p. 2) Since there was no valid pension plan amendment, Named Plaintiffs contend thousands of putative Class members and their beneficiaries expecting to receive future Pension Death Benefit payments, will stand to receive *increased* Pension Death Benefit amounts, upon success of the Named Plaintiffs' ERISA Section 502(a)(1)(B) claim to clarify rights to future payment of benefits.

both commonality and typicality focus on the similarity of the claims, the two requirements “tend to merge.” *General Tel. Co. v. Falcon*, 457 U.S. 147, 157 n. 13 (1982).

Typicality is satisfied in cases where, as here, the representative’s claims arise out of the same course of conduct as the claims of the other class members and each member will make similar legal arguments to prove liability. Here, putative Class members and the Named Plaintiffs seek to restore the protected status of the Pension Death Benefits and to have Qwest Pension Plan Amendment 2003-5 partially eliminating the payment of those benefits declared null and void in view of prior Plan language, commitments and actions of the prior Plan sponsors and Plan administrators. The Named Plaintiffs’ incentives in this action are perfectly aligned with those of the absent putative Class members so as to assure those absentees’ interests will be fairly represented.

That the Class may be comprised of both retired persons and some currently employed persons who are service pension eligible is not an obstacle. The Tenth Circuit has recognized that courts should take judicial notice of the fact that current employees are “apprehensive concerning loss of jobs and welfare of their families” and as a result are “frequently unwilling to pioneer an undertaking” challenging their employer as they may not prevail and even if they do prevail, “they are apprehensive about offending their employer as result of taking a stand.” *Horn v. Associated Wholesale Grocers, Inc.*, 555 F.2d 270, 275 (10th Cir. 1977); see also *Brown v. Money Tree Mortgage Inc.*, 222 F.R.D. 676, 681-82 (D. Kan. 2004) (certifying class of current and former employees with class representative who was former employee).

Accordingly, the typicality requirement of Rule 23(a)(3) is satisfied.

**4. Named Plaintiffs Will Fairly and Adequately Protect the Interests of the Class.**

Under Rule 23(a)(4), a class may be certified only if “the representative parties will fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). To determine whether the Named Plaintiffs are adequate class representatives under Rule 23(a)(4), the Court is to consider whether any conflicts of interests exists between Named Plaintiffs and the absent Class members, and whether the Named Plaintiffs’ attorney is qualified, experienced and generally able to conduct the litigation. *Rutter & Wilbanks Corp. v. Shell Oil Co.*, 314 F.3d 1180, 1187-88 (10th Cir. 2002). It is the Qwest Defendants who have the burden to establish that representation by Named Plaintiffs does not meet the requirements of Rule 23(a)(4). *Johns v. Rozet*, 144 F.R.D. 211, 217 (D.D.C. 1992).

Here, the Named Plaintiffs have the same interests as does each and every member of the putative Class. They have zealously pursued their claims, both in the two-step internal administrative claims process and during this litigation. They share a mutual incentive to safeguard the Pension Death Benefits they were promised. There is no reason to believe that they will not continue to zealously represent the interests of the Class in this case. Given this unitary interest, no questions arise of peculiarities of the Named Plaintiffs, unique defenses to their claims, or antagonistic interests between Named Plaintiffs and other putative Class members. Named Plaintiffs have the same interest as every other Class member in proving the claims and securing appropriate relief.

Each Named Plaintiff has been fully advised of his or her responsibility as a Class representative and has executed an acknowledgment. See Exhibit 2 filed herewith.

Fed.R.Civ.Proc. Rule 23(g)(1)(c) requires that class counsel must fairly and adequately

represent the interests of the Class. This Court must consider the work counsel has done in identifying or investigating potential claims in the action, counsel's experience in handling class actions and other complex litigation and claims of the type asserted in the present action, counsel's knowledge in the applicable law, and the resources counsel will commit to representing the class. See also *In re Universal Serv. Fund Tel. Billing Practices Litig.*, 219 F.R.D. 661, 684 (D. Kan. 2004). Certainly, the Second Amended Complaint is most telling about the horrendous effort to identify and investigate the claims, as well as exhaustion of internal pension plan administrative remedies. As for Named Plaintiffs' counsel, he is well qualified to represent the Class. Attorney Curtis L. Kennedy has extensive experience in class actions, and particularly ERISA class action litigation against Qwest Defendants and a predecessor company, U S WEST. See his resume filed herewith as Exhibit 3.<sup>4</sup> Coterminous with this litigation, Mr. Kennedy engaged in other litigation beneficial to Class members' interests, including a successful conclusion to: 1) a hard fought Freedom of Information Act case against the Department of Labor concerning the government's investigation of the Qwest Pension Plan. See *Hull v. United States Department of Labor*, Civil Action No. 04-cv-01264 (D. Colo) (Dockets 53 and 28 therein); and 2) an ERISA disclosure case resulting in favorable rulings and an award assessed against a Named Defendant herein. See *Phelps v. Qwest Employees Benefit Committee*, 2005 WL 3280239 (D. Colo. 2005).

---

4

Chief Judge Lewis Babcock appointed Mr. Kennedy to be sole Class counsel in the case of *Unger v. U S WEST*, Case No. 94-B-2598 (D. Colo), a case he successfully concluded on behalf of over 100,000 U S WEST Pension Plan participants.

Last year, Otero County District Court Judge Michael Schiferl certified Mr. Kennedy as sole Class counsel on behalf of about 3,000 Qwest retirees in another successfully concluded case, *Colvin v. Qwest Communications International, Inc.*, Case No. 04-CV-39 (16th Judicial District, Otero County, Colorado)

Opposing counsel for Qwest Defendants will not dispute that, during this case, Named Plaintiffs' counsel engaged in extensive formal written discovery, document production and depositions. Named Plaintiffs' counsel prepared a chart summarizing the material terms set forth in all of the governing pension plans and SPDs describing the Pension Death Benefit and any language that may be construed as an attempt to constitute a "reservation of rights" clause. (See Exhibit 4). In addition to responding to thousands of putative class members' emails, letters and telephone calls, Named Plaintiffs' counsel has regularly updated putative Class members about the ongoing litigation by conducting numerous retiree meetings throughout many cities. He has regularly submitted countless email updates to Named Plaintiffs and authored extensive writings about the issues and progress of this case published in newsletters mailed out by the Association of U S WEST Retirees (AUSWR) to tens of thousands of retirees. He has provided numerous postings and updates at AUSWR's website. See <http://www.uswestretiree.org/legal2.htm#death>

The Court can be assured that the Named Plaintiffs and their counsel will continue to fairly and adequately represent the interests of the Class. Acting in the best interests of the Class, Named Plaintiffs' counsel retained the services of a veteran former Regional Director for the Department of Labor to provide an expert opinion report in support of Named Plaintiffs' claims and Class members' interests. Accordingly, Rule 23(a)(4) is satisfied.

**B. The Class is Properly Certified Under Rule 23(b).**

A proposed class that meets the four requirements of Rule 23(a) should be approved if it complies with any one of the three provisions of Rule 23(b). See generally C. Wright, A. Miller & M. Kane, Federal Practice and Procedure: Civil 3d § 1785 (West 2005). As noted, if the proposed class satisfies multiple sections of Rule 23(b), it should be approved under Rule

23(b)(1) or (b)(2) rather than (b)(3) because of the superior *res judicata* effect of the litigation as to all members of the class.

**1. Certification Under Rule 23(b)(1) is Proper.**

Rule 23(b)(1) defines two related types of class actions designed to prevent prejudice to the parties from multiple potential suits arising from the same matter. The first type occurs when multiple lawsuits would create a risk of “inconsistent or varying adjudications with respect to individual members of the class which would establish incompatible standards of conduct for the party opposing the class,” Fed.R.Civ.P. 23(b)(1)(A); the second occurs when multiple lawsuits would create the risk that the judgment with respect to some members of the proposed class would, “as a practical matter, be dispositive of the interests of . . . other members. . . or otherwise impair or impede their ability to protect their interests.” *Id.*, Rule 23(b)(1)(B). Both subsections are applicable here.

As another court explained in certifying an ERISA case as a class action, Rule 23(b)(1)(A) focuses on “possible prejudice to the defendants” in contrast to (b)(1)(B) which considers possible prejudices to members of the proposed class. *In re Ikon Office Solutions, Inc.*, 191 F.R.D. 457, 466 (E.D. Pa. 2000) (certifying under Rule 23(b)(1)(A) an ERISA case involving allegations of improper plan assets, because contradictory rulings as a result of multiple suits would make implementing the decisions different for the plan’s fiduciaries). A Rule 23(b)(1)(A) class is appropriate if multiple actions would result in the risk of inconsistent verdicts. See *Williams*, 231 F.R.D. at 425. The Advisory Committee Notes explain that certification under Clause A is appropriate when one person has duties toward numerous persons where a determination of one individual's claim would be positioned so as to create conflicting

or varying adjudications in different lawsuits. 1966 Advisory Committee Notes. As examples, the Advisory Committee suggests using this Clause when an individual seeks a determination concerning particular rights or duties which affect other individuals in order to achieve a “unitary adjudication.” *Id.*

The prosecution of separate actions about whether the Pension Death Benefit is a protected defined pension benefit as opposed to a mere welfare benefit creates the risk of inconsistent adjudications - namely that one court could find that the Pension Death Benefit is not a welfare benefit and another court could find it is a welfare benefit. The effect of such inconsistent adjudications would create incompatible standards for the Qwest Defendants whereby they would need to continue ensuring adequate funding in the Qwest Pension Plan in order to pay out the Pension Death Benefit for some Class members but not others. Thus, class certification is appropriate under Rule 23(b)(1)(A).

Rule 23(b)(1)(B) is appropriate to use when a judgment in non-class action, while not technically concluding the rights of other members, might do so as a practical matter without providing them with adequate representation in the lawsuit. 1966 Advisory Committee Notes. One of the examples cited by the Advisory Committee Notes is when the plaintiff seeks an injunction against the opposing party. *Id.*; *Devine v. Combustion Engineering, Inc.*, 760 F. Supp. 989, 995 (D. Conn. 1991) (certifying ERISA Section 510 claims under Rule 23(b)(1)(B)). As in *Devine*, the adjudication of Named Plaintiffs claims will, as a practical matter, impact the interests of all Class members. See *In re Integra Realty Res., Inc.*, 354 F.3d 1246, 1263-66 (10th Cir. 2004). See also *Ortiz v. Fibreboard Corp.*, 527 U.S. 815, 833-34 (1999) (noting that “actions charging ‘a breach of trust by an indenture trustee or other fiduciary similarly affecting

the members of a large class' of beneficiaries, requiring an accounting or similar procedure 'to restore the subject of the trust,'" are among the '[c]lassic examples" of Rule 23(b)(1)(B) class actions (quoting Advisory Committee's Notes on Fed. R. Civ. P. 23)).

Accordingly, many courts granting class certification of ERISA claims do so under Rule 23(b)(1)(B). *See, e.g., Forbush v. J.C. Penney Co.*, 994 F.2d 1101, 1106 (5<sup>th</sup> Cir. 1993) (reversing district court and ordering case challenging employer's method of estimating participants' social security offsets in ERISA defined benefit plan certified under Rule 23(b)(1)(B)).

## **2. Certification Under Rule 23(b)(2) Is Proper.**

Rule 23(b)(2) permits certification where a plaintiff (1) alleges the party opposing the class has acted or refused to act on grounds generally applicable to the class and (2) seeks predominately injunctive or declaratory relief. Fed. R. Civ. P. 23(b)(2); *Adamson v. Bowen*, 855 F.2d 668,676 (10th Cir. 1988); *Vaszlavik v. Storage Tech. Corp.*, 183 F.R.D. 264,272 (D. Colo. 1998). Class certification is appropriate under Rule 23(b)(2) where the requested relief does not relate exclusively or predominantly to money damages. *See Morgan v. Laborers Pension Trust Fund for N. Cal.*, 81 F.R.D. 669, 681 (N.D. Cal. 1979) (certification appropriate under Rule 23(b)(2) "[w]here the monetary relief sought is integrally related to and would directly flow from the injunctive or declarative relief sought").

Here, Qwest Defendants have "acted or refused to act on grounds generally applicable to the class." Specifically, Named Plaintiffs allege, and Qwest Defendant admit, they refuse to acknowledge Qwest Pension Plan Amendment 2003-5 is illegal and void and they refuse to amend the Plan documents so as to correct existing misrepresentations that the Pension Death

Benefit is an unprotected, unvested welfare benefit.

In ¶ 141 of the Second Amended Complaint, Named Plaintiffs allege that “*Defendants refused and will continue to refuse to incorporate into the governing PLAN document and the SPD a commitment to provide the Pension Death Benefit for Named Plaintiffs’ and the proposed class of PLAN participants’ mandatory beneficiaries.*” (See Docket 29 at ¶ 141). Defendants filed an Answer stating “*Defendants admit that QCII or the PDC have not agreed to date to insert language into the Plan documents vesting the death benefit.*<sup>5</sup> *Defendants deny the remainder of the averments in Paragraph 141 of the Second Amended Complaint.*” (See Docket 33 at ¶ 141). Nevertheless during the September 6, 2006 Rule (30)(b)(6) deposition of Qwest Defendants’ designated representative Qwest Vice President Felicity O’Herron – who serves as a member of the Employee Benefits Committee and a member of the Plan Design Committee – she wholeheartedly admitted all of the allegations of ¶ 141, testifying Qwest Defendants will not acknowledge the Pension Death Benefits are vested. (The deposition transcript is not yet available). This stance taken against Class members makes certification appropriate under Rule 26(b)(2).

Moreover, Qwest Defendants continue to refuse to either rescind or renounce their threat to eliminate the Pension Death Benefit for all persons retired prior to January 1, 2004 who are receiving monthly service pension annuities. Again, this stance taken against Class members makes certification appropriate under Rule 26(b)(2). *See Reese v. CNH Am. LLC*, 227 F.R.D. 483, 489 (E.D. Mich. 2005) (Rule 23(b)(2) requirements met where company threatened reduction in health care benefits). The primary relief sought against Qwest Defendants is

---

<sup>5</sup> The Answer suggested that Qwest Defendants’ position was equivocal.

declaratory and injunctive relief , including an order reforming the Qwest Pension Plan and removing a cadre of misbehaving Plan fiduciaries and Plan administrators. The Tenth Circuit has expressly approved of the certification of classes “where the relief sought is injunctive and declaratory.” *Horn v. Associated Wholesale Grocers, Inc.*, 555 F.2d 270, 275-76 (10th Cir. 1977).

Here, although some Class members and qualified beneficiaries cheated out of their vested Pension Death Benefits want to be paid the benefits they believe are due, the monetary relief sought will flow from the predominant relief sought – a declaration that the Pension Death Benefit is part and parcel of the vested defined benefit for service pension eligible plan participants. In short, it is clear that Named Plaintiffs’ requests for injunctive and declaratory relief predominate over any request for monetary relief and that, therefore, this case should be certified under Rule 23(b)(2).

**3. This Case Also Satisfies the Requirements of Rule 23(b)(3).**

Finally, the proposed Class meets the requirements of Rule 23(b)(3). Certification of a (b)(3) class requires the Court to find “that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy.” Fed.R.Civ.P. 23(b)(3). The Rule identifies four factors relevant to the superiority finding: “(A) the interest of members of the class in individually controlling the prosecution. . . of separate actions; (B) the extent and nature of any litigation concerning the controversy already commenced by. . . members of the class; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; (D) the difficulties likely to be

encountered in the management of the class.” *Id.*

Courts have not adopted a single test for determining whether common issues predominate, but, under any enunciated standards, such as whether there is a common nucleus of operative facts or whether the common issues are the central or overriding questions, *see* Herbert Newberg & Alba Conte, 1 *Newberg on Class Actions*, § 4.25 (3d ed. 1992 & December 2000 Supp.), common issues clearly predominate in this case.

The second criterion of Rule 23(b)(3) also is satisfied because a class action would be the fairest and most efficient procedure for adjudicating this matter, as a review of Rule 23(b)(3)’s four factors indicates. Regarding the first two factors, to the best of Named Plaintiffs’ knowledge, no Class member other than the five persons herein have filed an individual lawsuit against the Plan arising out of Qwest Defendants’ current threat to eliminate the Pension Death Benefit for all retirees and the partial elimination resulting from implementation of Qwest Pension Plan Amendment 2003-5. As for the third factor, Qwest Defendants will concede that this District Court is the most desirable forum for the litigation of this case. This case is likely to be one of the more easily managed class actions because all issues are common and centered on the language of the SPDs and other official publications issued by the Plan sponsors - AT&T, U S WEST and Qwest- as well as the actions of the Plan’s fiduciaries and agents.

**CONCLUSION**

The decision whether or not to certify this case as a class action rests soundly in the Court's discretion. *Shook v. El Paso County*, 386 F.3d 963, 967-68 (10th Cir. 2004). For all the foregoing reasons, Named Plaintiffs respectfully request that the Court:

- (1) certify this case as a class action pursuant to Rule 23(a), and Rules 23(b)(1) and/or (b)(2); and, in the alternative, certify the case as a class action under Rule 23(b)(3);
- (2) certify the Class to be defined as:

All Qwest Pension Plan participants (and beneficiaries thereof) who retired and are receiving either a service pension annuity or disability pension annuity, and all those persons (and beneficiaries thereof) who retired on or after January 1, 2004 and received a lump sum distribution of their service pension annuity, minus the lump sum present value of the Pension Death Benefit;

- (3) appoint each of the Named Plaintiffs as a Class representative; and
- (4) appoint Curtis L. Kennedy as Class Counsel.

Dated: September 8, 2006.

s/ Curtis L. Kennedy  
Curtis L. Kennedy  
8405 East Princeton Avenue  
Denver, CO 80237-1741  
Telephone: 303-770-0440  
Facsimile: 303-843-0360  
e-mail CurtisLKennedy@aol.com  
*Attorney for Named Plaintiffs*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 8<sup>th</sup> day of September, 2006, a true and correct copy of the above and foregoing document was electronically filed with the Clerk of the Court using the CM/ECF system and a courtesy copy was emailed to Defendants' counsel of record as follows:

Elizabeth I. Kiovsky, Esq.  
Beth Doherty Quinn, Esq.  
BAIRD & KIOVSKY, LLC  
2036 E. 17<sup>th</sup> Ave.  
Denver, CO 80206-1106  
Tele: 303-813-4500  
Fax: 303-813-4501  
BethK@bairdkiovsky.com (Beth Kiovsky, Esq.)  
BDQ@bairdkiovsky.com (Beth Doherty Quinn, Esq.)  
*Counsel for Qwest Defendants*

Sherwin S. Kaplan, Esq.  
THELEN REID & PRIEST LLP  
701 Eighth Street, NW  
Washington, D.C. 20001  
Tele: 202.508.4218  
Fax: 202.654.1845  
skaplan@thelenreid.com (Sherwin S. Kaplan, Esq.)  
*Counsel for Qwest Defendants*

Also, copy of the same was delivered via email to Named Plaintiffs as follows:

Edward J. Kerber  
33302 Neacoxie Lane  
Warrenton, OR 97146  
EJKMAK@aol.com (Edward J. Kerber)

Nancy A. Meister  
12400 48<sup>th</sup> Ave., N.  
Plymouth, MN 55442-2008  
dnmeister@comcast.net (Nancy A. Meister)

Nelson B. Phelps  
1500 So. Macon St.  
Aurora, CO 80012-5141  
nbphelps@woldnet.att.net (Nelson B. Phelps)

Thomas J. Ingemann, Jr.  
955 Ford Road  
Newport, MN 55055-1515  
tingemann@comcast.net (Thomas Ingemann)

Joanne West  
10172 South Miner Drive  
South Jordan, UT 84095-2421  
bikenbabe@qwest.net (Joanne West)

/s/ Curtis L. Kennedy  
Curtis L. Kennedy

# Exhibit 1

SECTION 10. CHANGES IN PLAN

The Committee, with the consent of the Chairman of the Board or, at any time when there is no Chairman of the Board, the President, and subject to the approval of the Board of Directors (or without such approval in the case of changes which, in the opinion of the Committee, are dictated by requirements of federal or state statutes applicable to the Company or to other Participating Companies or authorized or made desirable by such statutes) may from time to time make changes in the Plan as set forth in this document, and the Company may terminate said Plan, but such changes or termination shall not affect the rights of any employee, without his consent, to any benefit or pension to which he may have previously become entitled hereunder.

EXCERPT FROM MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF U S WEST, INC., HELD ON DECEMBER 4, 1992.

RESOLVED, that, effective January 1, 1993, the U S WEST Management Pension Plan and the U S WEST Pension Plan be merged into a single plan. The merged plan shall be known as the U S WEST Pension Plan; and it is

FURTHER RESOLVED, that the assets and liabilities of the U S WEST Management Pension Plan and the U S WEST Pension Plan shall be combined; the merged account shall be available to fund the benefits for participants in the combined plan; and it is

FURTHER RESOLVED, that all plan participants in both of the plans shall be entitled to receive a pension benefit after the merger that is equal to or greater than the benefits such participant would have been entitled to receive immediately before the merger; and it is

FURTHER RESOLVED, that the Company shall retain discretion to unilaterally amend provisions applicable to management (salaried) employees; and it is

FURTHER RESOLVED, that the Company and the organizations representing employees subject to collective bargaining agreements shall continue to negotiate benefit schedules and other provisions applicable to those job positions and those employees represented by such organizations; and it is

FURTHER RESOLVED, that, effective March 1, 1993, the amount of death benefits provided pursuant to the U S WEST Management Pension Plan and the U S WEST Pension Plan shall be frozen based on current pay for active employees as of February 28, 1993; and it is

FURTHER RESOLVED, that, effective March 1, 1993, the death benefits provided under the U S WEST Management Pension Plan and the U S WEST Pension Plan shall be eliminated for employees hired on or after that date.

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF RESOLUTIONS ADOPTED BY THE BOARD OF DIRECTORS OF U S WEST, INC., AT ITS MEETING HELD ON DECEMBER 4, 1992, AS APPEARING IN THE MINUTES OF SAID MEETING.

*Tom,*  
*Please add to*  
*reference lib.*  
*BCU*

*Terry K. Stephens*  
ASSISTANT SECRETARY.

# Exhibit 2

Kerber, et al v. Qwest Pension Plan, et al - Acknowledgment of Class Representative Duties

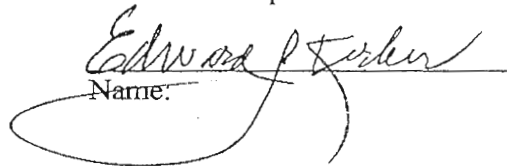
I have given Attorney Curtis L. Kennedy of Denver, Colorado permission to pursue my claims in the case of *Kerber v. Qwest* (Pension Death Benefits) filed in Denver Federal Court as a potential class action. I have reviewed the following and I am acknowledging my duties and responsibilities I will have should this case be class certified and I am designated by the court to be a class representative:

1. A class representative represents the interests of all members of his class in litigation to recover relief and/or monetary damages for the class.
2. A class representative has claims which are typical of those of the class, and thus involve common issues of law or fact. For example, as a class representative, my claims against the Qwest Defendants are typical of the class claims against them, because all participants and beneficiaries of the Qwest Pension Plan have been subjected to the same unlawful practices as alleged in the Second Amended Complaint.
3. A class representative always considers the interests of the class just as he or she would consider his or her own interests.
4. With the assistance of his or her lawyer, a class representative participates actively in the lawsuit, such as by testifying at deposition and trial, and answering written interrogatories, and by keeping generally aware of the status and progress of the lawsuit.
5. A class representative recognizes and accepts that any resolution of the lawsuit, such as by settlement or dismissal, is subject to court approval, and must be determined to be in the best interests of the class as a whole.
6. A class representative is not required to be particularly sophisticated or knowledgeable with respect to the subject of the lawsuit. However, he or she should be interested, on continuous basis, in the progress of the lawsuit, and must make every effort to provide his or her lawyers and the court with all relevant facts of which he or she is aware.
7. A class representative volunteers to represent many other people with similar claims, because he or she believes that it is important that all benefit from the lawsuit equally; because he or she believes that a class lawsuit will save time, money and effort, and thus will benefit all parties, the class, and the court; and because he or she believes that the class action is an important tool to assure compliance with the law.

Dated:

7-31-2006

Name:



Kerber, et al v. Qwest Pension Plan, et al - Acknowledgment of Class Representative Duties

I have given Attorney Curtis L. Kennedy of Denver, Colorado permission to pursue my claims in the case of *Kerber v. Qwest* (Pension Death Benefits) filed in Denver Federal Court as a potential class action. I have reviewed the following and I am acknowledging my duties and responsibilities I will have should this case be class certified and I am designated by the court to be a class representative:

1. A class representative represents the interests of all members of his class in litigation to recover relief and/or monetary damages for the class.

2. A class representative has claims which are typical of those of the class, and thus involve common issues of law or fact. For example, as a class representative, my claims against the Qwest Defendants are typical of the class claims against them, because all participants and beneficiaries of the Qwest Pension Plan have been subjected to the same unlawful practices as alleged in the Second Amended Complaint.

3. A class representative always considers the interests of the class just as he or she would consider his or her own interests.

4. With the assistance of his or her lawyer, a class representative participates actively in the lawsuit, such as by testifying at deposition and trial, and answering written interrogatories, and by keeping generally aware of the status and progress of the lawsuit.

5. A class representative recognizes and accepts that any resolution of the lawsuit, such as by settlement or dismissal, is subject to court approval, and must be determined to be in the best interests of the class as a whole.

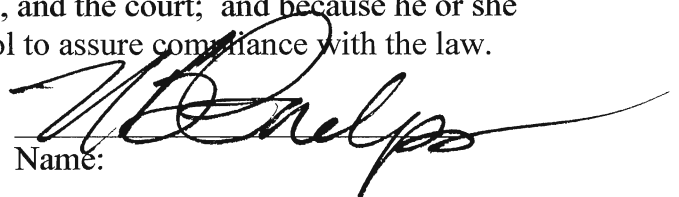
6. A class representative is not required to be particularly sophisticated or knowledgeable with respect to the subject of the lawsuit. However, he or she should be interested, on continuous basis, in the progress of the lawsuit, and must make every effort to provide his or her lawyers and the court with all relevant facts of which he or she is aware.

7. A class representative volunteers to represent many other people with similar claims, because he or she believes that it is important that all benefit from the lawsuit equally; because he or she believes that a class lawsuit will save time, money and effort, and thus will benefit all parties, the class, and the court; and because he or she believes that the class action is an important tool to assure compliance with the law.

Dated:

7/31/06

Name:



Kerber, et al v. Qwest Pension Plan, et al - Acknowledgment of Class Representative Duties

I have given Attorney Curtis L. Kennedy of Denver, Colorado permission to pursue my claims in the case of *Kerber v. Qwest* (Pension Death Benefits) filed in Denver Federal Court as a potential class action. I have reviewed the following and I am acknowledging my duties and responsibilities I will have should this case be class certified and I am designated by the court to be a class representative:

1. A class representative represents the interests of all members of his class in litigation to recover relief and/or monetary damages for the class.
2. A class representative has claims which are typical of those of the class, and thus involve common issues of law or fact. For example, as a class representative, my claims against the Qwest Defendants are typical of the class claims against them, because all participants and beneficiaries of the Qwest Pension Plan have been subjected to the same unlawful practices as alleged in the Second Amended Complaint.
3. A class representative always considers the interests of the class just as he or she would consider his or her own interests.
4. With the assistance of his or her lawyer, a class representative participates actively in the lawsuit, such as by testifying at deposition and trial, and answering written interrogatories, and by keeping generally aware of the status and progress of the lawsuit.
5. A class representative recognizes and accepts that any resolution of the lawsuit, such as by settlement or dismissal, is subject to court approval, and must be determined to be in the best interests of the class as a whole.
6. A class representative is not required to be particularly sophisticated or knowledgeable with respect to the subject of the lawsuit. However, he or she should be interested, on continuous basis, in the progress of the lawsuit, and must make every effort to provide his or her lawyers and the court with all relevant facts of which he or she is aware.
7. A class representative volunteers to represent many other people with similar claims, because he or she believes that it is important that all benefit from the lawsuit equally; because he or she believes that a class lawsuit will save time, money and effort, and thus will benefit all parties, the class, and the court; and because he or she believes that the class action is an important tool to assure compliance with the law.

Dated:

8/1/06

Name:

Joanne West

Kerber, et al v. Qwest Pension Plan, et al - Acknowledgment of Class Representative Duties

I have given Attorney Curtis L. Kennedy of Denver, Colorado permission to pursue my claims in the case of *Kerber v. Qwest* (Pension Death Benefits) filed in Denver Federal Court as a potential class action. I have reviewed the following and I am acknowledging my duties and responsibilities I will have should this case be class certified and I am designated by the court to be a class representative:

1. A class representative represents the interests of all members of his class in litigation to recover relief and/or monetary damages for the class.
2. A class representative has claims which are typical of those of the class, and thus involve common issues of law or fact. For example, as a class representative, my claims against the Qwest Defendants are typical of the class claims against them, because all participants and beneficiaries of the Qwest Pension Plan have been subjected to the same unlawful practices as alleged in the Second Amended Complaint.
3. A class representative always considers the interests of the class just as he or she would consider his or her own interests.
4. With the assistance of his or her lawyer, a class representative participates actively in the lawsuit, such as by testifying at deposition and trial, and answering written interrogatories, and by keeping generally aware of the status and progress of the lawsuit.
5. A class representative recognizes and accepts that any resolution of the lawsuit, such as by settlement or dismissal, is subject to court approval, and must be determined to be in the best interests of the class as a whole.
6. A class representative is not required to be particularly sophisticated or knowledgeable with respect to the subject of the lawsuit. However, he or she should be interested, on continuous basis, in the progress of the lawsuit, and must make every effort to provide his or her lawyers and the court with all relevant facts of which he or she is aware.
7. A class representative volunteers to represent many other people with similar claims, because he or she believes that it is important that all benefit from the lawsuit equally; because he or she believes that a class lawsuit will save time, money and effort, and thus will benefit all parties, the class, and the court; and because he or she believes that the class action is an important tool to assure compliance with the law.

Dated:

8/5/06

Name:

Nancy A. Meistr

Kerber, et al v. Qwest Pension Plan, et al - Acknowledgment of Class Representative Duties

I have given Attorney Curtis L. Kennedy of Denver, Colorado permission to pursue my claims in the case of *Kerber v. Qwest* (Pension Death Benefits) filed in Denver Federal Court as a potential class action. I have reviewed the following and I am acknowledging my duties and responsibilities I will have should this case be class certified and I am designated by the court to be a class representative:

1. A class representative represents the interests of all members of his class in litigation to recover relief and/or monetary damages for the class.
2. A class representative has claims which are typical of those of the class, and thus involve common issues of law or fact. For example, as a class representative, my claims against the Qwest Defendants are typical of the class claims against them, because all participants and beneficiaries of the Qwest Pension Plan have been subjected to the same unlawful practices as alleged in the Second Amended Complaint.
3. A class representative always considers the interests of the class just as he or she would consider his or her own interests.
4. With the assistance of his or her lawyer, a class representative participates actively in the lawsuit, such as by testifying at deposition and trial, and answering written interrogatories, and by keeping generally aware of the status and progress of the lawsuit.
5. A class representative recognizes and accepts that any resolution of the lawsuit, such as by settlement or dismissal, is subject to court approval, and must be determined to be in the best interests of the class as a whole.
6. A class representative is not required to be particularly sophisticated or knowledgeable with respect to the subject of the lawsuit. However, he or she should be interested, on continuous basis, in the progress of the lawsuit, and must make every effort to provide his or her lawyers and the court with all relevant facts of which he or she is aware.
7. A class representative volunteers to represent many other people with similar claims, because he or she believes that it is important that all benefit from the lawsuit equally; because he or she believes that a class lawsuit will save time, money and effort, and thus will benefit all parties, the class, and the court; and because he or she believes that the class action is an important tool to assure compliance with the law.

Dated:

8-1-06

Name:

Thomas J. Hyeman

# Exhibit 3

**CURTIS L. KENNEDY**  
ATTORNEY AT LAW

8405 E. PRINCETON AVE.  
DENVER, CO 80237-1741  
**CurtisLKennedy@aol.com**

TELEPHONE (303) 770-0440

\_\_\_\_\_  
FAX (303) 843-0360

ALSO ADMITTED IN:  
UNITED STATES SUPREME COURT  
STATE OF ARIZONA  
STATE OF OKLAHOMA  
STATE OF TEXAS  
WASHINGTON, D.C.

**EDUCATION**

1982 J.D., University of Colorado College of Law  
Boulder, Colorado

1979 B.A., University of Oklahoma  
Norman, Oklahoma

**LEGAL EXPERIENCE**

1983 - Present Solo Practice. Emphasizing federal employee benefits law (Employee Retirement Income Security Act), federal age discrimination (Age Discrimination in Employment Act), and other employment related issues on behalf of plaintiff workers and retirees. Providing pro bono legal representation in federal COBRA law related claims.

1982 - 1983 Associate, Calkins, Kramer, Grimshaw & Haring, Denver, CO. General business litigation and employment litigation.

1981 Law Clerk, Hall & Evans, Denver, CO. Natural Resources litigation.

**ADMITTED / LICENSED TO PRACTICE LAW**

State of Arizona  
State of Colorado  
State of Oklahoma  
State of Texas  
District of Columbia

United States Supreme Court  
Tenth Circuit Court of Appeals  
Ninth Circuit Court of Appeals  
Sixth Circuit Court of Appeals  
Fifth Circuit Court of Appeals  
District of Columbia Court of Appeals  
United States Tax Court  
District of Arizona  
Northern District of California  
District of Colorado  
Northern District of Oklahoma  
Western District of Oklahoma  
Northern District of Texas  
Southern District of Texas

**ASSOCIATIONS**

Arizona Bar Association  
Colorado Bar Association  
District of Columbia Bar Association  
Oklahoma Bar Association  
Texas Bar Association  
National Employment Lawyers Association  
Plaintiff's Employment Lawyers Association - Colorado

**REPRESENTATIVE SPEECHES / PAPERS PRESENTED**

Various speeches / papers before the National Employment Lawyers Association annual meetings and Colorado Bar Association sponsored continuing legal education seminars on Employee Retirement Income Security Act litigation.

**SIGNIFICANT LABOR LAW CIVIL ACTIONS INVOLVING U S WEST/QWEST SUCCESSFULLY CONCLUDED**

- ( \* Denotes either a class certification in part or class-wide settlement)
- ( \*\* Denotes consolidation of several cases)
- ( \*\*\* Denotes where served as special or pro hac vice co-counsel)

\*

Walker, et al v. The Mountain States Tel. & Tel. Co.,  
Case No. 84-M-790, District of Colorado  
ERISA / ADEA / Common Law

Holder, et al v. The Mountain States Tel. & Tel. Co.,  
Case No. 85-M-122, District of Colorado  
ERISA / ADEA / Common Law

Reed v. The Mountain States Tel. & Tel. Co.,  
Case No. 85-M-1368, District of Colorado  
ERISA / Common Law

Kendall, et al v. The Mountain States Tel. & Tel. Co.,  
Case No. 85-M-2004, District of Colorado  
ERISA / Common Law

Martin, et al v. The Mountain States Tel. & Tel. Co.,  
Case No. 85-M-2696, District of Colorado  
ERISA / Common Law

Mulcahy, et al v. The Mountain States Tel. & Co.,  
Case No. 86-M-596, District of Colorado  
ERISA / Common Law

Mead, et al v. The Mountain States Tel. & Tel. Co.,  
Case No. 86-M-869, District of Colorado  
ERISA / Common Law

Baker, et al v. The Mountain States Tel. & Tel. Co.,  
Case No. 86-M-1102, District of Colorado  
ERISA / Common Law

Bryant, v. The Mountain States Tel. & Tel. Co.,  
Case No. 86-M-1103  
ERISA / ADEA / Common Law

Davis v. The Mountain States Tel. & Co.,  
Case No. 85-M-1857, District of Colorado  
ERISA / Common Law

Counts, et al v. The Mountain States Tel. & Tel. Co.,  
Case No. 86-M-2087, District of Colorado  
ERISA / Common Law

Wilson, et al v. The Mountain States Tel. & Tel. Co.,  
Case No. 86-399 PHX, CAM, District of Arizona  
Common Law / Arizona wage statute

Crowder v. The Mountain States Tel. & Tel. Co.,  
Case No. 86-M-2259, District of Colorado  
ERISA / Common Law

Hancock et al v. The Mountain States Tel. & Tel. Co.,  
Case No. 87-M-177, District of Colorado  
ERISA / Common Law

Fillingham v. The Mountain States Tel. & Co.,  
Case No. 87-1538 PHX RGS, District of Arizona  
ERISA / Common Law

Savage, et al v. The Mountain States Tel. & Co.,  
District of Montana (MDL 798 transfer to)  
Case No. 89-M-282, District of Colorado  
ERISA / Common Law

Barker, et al v. U S WEST Communications, Inc.,  
District of New Mexico (MDL 798 transfer to)  
Case No. 89-M-585, District of Colorado  
ERISA / Common Law

Rivera, et al v. U S WEST Communications, Inc.,  
District of New Mexico (MDL 798 transfer to)  
Case No. 89-M-621, District of Colorado  
ERISA / Common Law

Vigil, et al v. U S WEST Communications, Inc.,  
District of New Mexico (MDL 798 transfer to)  
Case No. 89-M-628, District of Colorado  
ERISA / Common Law

Adcock, et al v. U S WEST Communications, Inc.,  
District of New Mexico (MDL 798 transfer to)  
Case No. 89-M-640, District of Colorado  
ERISA / Common Law

Bush, et al v. U S WEST Communications, Inc.,  
District of Utah (MDL 798 transfer to)  
Case No. 89-M-622, District of Colorado  
ERISA / Common Law

Cormani, et al v. U S WEST Communications, Inc.,  
District of Utah (MDL 798 transfer to)  
Case No. 89-M-653, District of Colorado  
ERISA / Common Law

Boyd, et al v. U S WEST Communications, Inc.,  
District of Wyoming (MDL 798 transfer to)  
Case No. 89-M-654, District of Colorado  
ERISA / Common Law

Johnson, et al v. U S WEST Communications, Inc.,  
District of Arizona (MDL 798 transfer to)  
Case No. 89-M-661, District of Colorado  
ERISA / Common Law

Blodgett, et al. v. U S WEST Communications, Inc.,  
District of Arizona (MDL 798 transfer to)  
Case No. 89-M-662, District of Colorado  
ERISA / Common Law

Engstrom, et al v. U S WEST Communications, Inc.,  
District of Arizona (MDL 798 transfer to)  
Case No. 89-M-663, District of Colorado  
ERISA / Common Law

Koonce, et al. v. U S WEST Communications, Inc.,  
District of Arizona (MDL 798 transfer to)  
Case No. 89-M-664, District of Colorado  
ERISA / Common Law

Holz, et al. v. U S WEST Communications, Inc.,  
District of Arizona (MDL 798 transfer to)  
Case No. 89-M-665, District of Colorado  
ERISA / Common Law

Lynch, et al. v. U S WEST Communications, Inc.,  
District of Idaho (MDL 798 transfer to)  
Case No. 89-M-703, District of Colorado  
ERISA / Common Law

**	<u>Jedlick, et al v. U S WEST Communications, Inc.</u> District of Idaho (MDL 798 transfer to) Case No. 89-M-704, District of Colorado ERISA / Common Law	*	<u>U S WEST, Inc. Employees' Benefit Committee v. Alexander, et al</u> Case No. 93-N-1318, District of Colorado ERISA		
	<u>Andersen, et al v. U S WEST Communications, Inc.</u> Case No. 86-CV-8735, Denver County District Court (Case No. 88-CA-1798, Colorado Court of Appeals Common Law		<u>Musso v. U S WEST Communications, Inc., et al</u> Case No. CIV 93-0172 PHX RCB, District of Arizona ERISA / ADEA		
	<u>Payne, et al v. U S WEST Communications, Inc.</u> Case No. 89-CV-2334, Denver County District Court Common Law	*	<u>Unger v. U S WEST, Inc., et al</u> Case No. 94-B-2598, District of Colorado ERISA		
	<u>Aab, et al v. U S WEST Communications, Inc.</u> Case No. 89-CV-2335, Denver County District Court Common Law	*	<u>Phelps v. U S WEST, Inc., et al</u> Case No. 95-Z-2759, District of Colorado ERISA		
	<u>Brady, et al v. U S WEST Communications, Inc.</u> Case No. 89-CV-2336, Denver County District Court Common Law		<u>Henry v. U S WEST Communications, Inc.</u> Case No. 96-N-724, District of Colorado ERISA / ADEA / Common Law		
	<u>Coppen, et al v. U S WEST Communications, Inc.</u> Case No. 89-CV-2337, Denver County District Court Common Law		<u>Matthews-Forney v. Qwest Communications International, Inc.</u> Case No. 01-WM-0592, District of Colorado ERISA		
	<u>Donahoo, et al v. U S WEST Communications, Inc.</u> Case No. 89-CV-2338, Denver County District Court Common Law		<u>Tingley v. Qwest Communications International, Inc.</u> Case No. 02-M-0726, District of Colorado ERISA		
	<u>Fagerquist, et al v. U S WEST Communications, Inc.</u> Case No. 89-CV-2339, Denver County District Court Common Law		<u>Helton v. Qwest Communications International, Inc.</u> Case No. 02-M-1578, District of Colorado ERISA		
	<u>McComas, et al v. U S WEST Communications, Inc.</u> Case No. 89-CV-2340, Denver County District Court Common Law		<u>Nearing v. Qwest Disability Plan</u> Case No. 02-D-828, District of Colorado ERISA		
	<u>Millard, et al v. U S WEST Communications, Inc.</u> Case No. 89-CV-2341, Denver County District Court Common Law		<u>Wolff v. Qwest Communications International, Inc.</u> Case No. 02-WY-777, District of Colorado Title VII, Equal Pay Act		
	<u>Sandeman, et al v. U S WEST Communications, Inc.</u> Case No. 89-CV-2342, Denver County District Court Common Law		<u>Lauck v. Qwest Disability Plan</u> Case No. 04-WM-0139, District of Colorado ERISA		
	<u>Hoffman, et al v. U S WEST Communications, Inc.</u> Case No. 89-CV-4447, Denver County District Court Common Law		<u>Strauss v. Anschutz</u> Case No. 02-CV-8188, Denver County District Court Qwest shareholder derivative action		
	<u>Fisher, et al v. U S WEST Communications, Inc.</u> Case No. 89-CV-0813, El Paso County District Court Common Law	*	<u>Colvin v. Qwest Communications International, Inc.</u> Case No. 04-CV-39, Otero County District Court Common Law / ERISA		
	<u>Hawksworth, et al v. U S WEST Communications, Inc.</u> Case No. 89-CV-97, Mesa County District Court Common Law		<u>Osborn v. Qwest Services Corporation</u> Case No. 04-cv-01987-PSF-PAC, District of Colorado ERISA		
*	<u>Walker, et al v. U S WEST Communications, Inc.</u> Case No. 90-F-108, District of Colorado Common Law		<u>Phelps v. Qwest Employee Benefits Committee</u> Case No. 04-cv-02042-LTB-MEH ERISA		
	<u>Shepard v. U S WEST Communications, Inc.</u> Case No. 92-C-2291, District of Colorado ERISA				

# Exhibit 4

## **EXHIBIT 4**

### **Summary of Governing Plan Documents and SPDs (1980-2004)**

<b>Date</b>	<b>Bates Nos:</b>	<b>Governing Document Name:</b>	<b>Classification of Benefits:</b>	<b>Pension Death Benefits Explained:</b>	<b>Reservation of Rights Language  and  Termination Priorities:</b>	<b>Rights to Pension or Benefits:</b>	<b>Miscellaneous Terms:</b>
-------------	-------------------	---------------------------------	------------------------------------	--	---	---------------------------------------	-----------------------------

<p>January 1, 1978</p>	<p>No Bates Nos.</p>	<p><b>SPD -</b>  <b>The Mountain States Telephone and Telegraph Company Plan for Employees' Pensions, Disability Benefits and Death Benefits</b>  (Including Amendments Effective 1/1/1978)</p>	<p><b><u>TYPE OF PLAN</u></b>  (pg. 24 - <i>no</i> Bates No.)</p> <p>The Plan is classified as both a pension plan and a welfare plan under the definitions of ERISA. <b>It is a “defined benefit plan”</b> for Service and Deferred Vested Pension purposes and <b>for payment of certain Sickness Death Benefits at the death of a Pension Plan participant.</b> The Plan is a “welfare plan” for purposes of providing certain other death benefit payment and disability benefit payments.</p> <p><b><u>PLAN IDENTIFICATION NUMBERS</u></b> (pg. 22- <i>no</i> Bates No.)</p> <p>The Plan is identified by the following numbers under Internal Revenue Service rules.</p> <p><b>#001</b> - assigned by the Company.</p>	<p>See generally, pp. 18-19 - <i>no</i> Bates Nos.</p> <p><b><u>DEATH BENEFITS</u></b></p> <p>Death Benefits are designed to help your family financially in case of your death before or after retirement. Benefits are payable to qualified family members if you should die while an active employee or while you are receiving a Service or Disability Pension.</p> <p><b><u>Sickness Death Benefit</u></b> . . . A benefit equal to one year’s pay at retirement <b>will</b> be paid to the qualified beneficiary on the death of an employee who retires with a Service or Disability Pension.</p>	<p>(pg. i - <i>no</i> Bates Nos.)</p> <p><b>[Note:</b> Unlike subsequently issued SPDs, <i>nothing</i> is mentioned or disclosed about any reservation of rights to make changes.] The Plan, commonly known as the Benefit Plan, provides financial protection and security for you and your family all during your active career and after you retire.</p> <p><b><u>Plan Continuance</u></b>  (pg. 30 - <i>no</i> Bates No.)</p> <p><b>[Note:</b> Unlike subsequently issued SPDs, <i>nothing</i> is mentioned or disclosed about any rights of plan participants upon a possible termination of the pension plan. There is no stated order of priorities, etc.]. The Company intends to continue the Plan in accordance with applicable bargaining agreements. However, if the Plan should be terminated or contributions completely discontinued, Plan members will be fully vested in their rights under the Plan to the extent then funded, in the order of priority specified in the Plan or by law.</p>	<p><b><u>Subsection 8.1 Rights to Pension or Benefits</u></b> (pg. 48 - Bates 3207)</p> <p>Neither the action of the Board of Directors in establishing this Plan for Employees’ Pensions, Disability Benefits and Death Benefits, nor any action taken by the Board or the Committee shall be construed as giving to any officer, agent or employee. . . any right or claim to any pension or other benefit or allowance after discharge from the service of the Company, unless the right to such pension or benefit has accrued prior to such discharge. Except in the event of termination of the Plan, no employee or annuitant shall have any right to a service or deferred vested pension unless he meets the conditions specified in Paragraph 1(a) or 1(b) of Section 4 of these Regulations, nor any right in the Pension Fund unless a pension authorized by the Committee under the Plan has not been paid, nor any right against the Company to any benefit under the Plan other than the amount to which the employee or annuitant has theretofore become entitled and which the Committee has directed to be paid to the employee or annuitant under the Plan.</p>	<p><b><u>Section 4.8 Pension Funding Policy and Method</u></b> (pg. 27 - Bates 3186)</p> <p><b>The Pension Fund [and the Second Pension Fund] shall be held by a trustee or trustees or an insurance company or companies as permitted by law for [respectively] pension and death benefit purposes only</b> and shall be distributed as directed by the Company from time to time. The Company undertakes to preserve the integrity of the Pension fund [and the Second Pension Fund] as a fund held in trust or by an insurance company or companies as permitted by law <b>to be applied solely to pension and death benefit purposes and to take such action as may be necessary or appropriate to insure the application of the entire fund [or funds] to such purposes.</b></p>
------------------------	----------------------	---	--	--	--	--	---

<p>January 1, 1979</p>	<p>3159-3220</p>	<p><b>Governing Document - American Telephone and Telegraph Company Plan for Employees' Pensions, Disability Benefits and Death Benefits (Including Amendments of 1/1/1979)</b></p>		<p><b><u>Section 7.3.a, Pensioner Death Benefit Amount</u></b> (pg. 41 -3200)</p> <p>In the event of the death of any persons who at the time of death is receiving a pension granted under Paragraph 1(a) [Service Pension] or 1(c) [Disability Pension] of Section 4 of these Regulations, the Committee in its discretion, but subject to the following provisions of this Paragraph 3, may authorize a Death Benefit to the spouse or dependent relatives of the pensioner. . .</p> <p><b><u>Section 7.4.a, Mandatory Beneficiaries</u></b> (pg. 42 - Bates 3201)</p> <p>In the event of death on or after July 18, 1974, by accident, the maximum Accident Death Benefit specified in Paragraph 1 of this Section, or in the event of death by sickness, <b>the maximum Sickness Death Benefit</b> specified in Paragraph 2 of this Section, <b>shall be paid</b>, subject to the provisions of Subparagraph (c) of this Paragraph 4, to the spouse of the deceased employee if living with him at the time of his death, or to the unmarried child or children of the deceased employee under the age of 23 years. . . or a dependent parent who lives in the same household with the employee or who lives in a separate household in the vicinity which is provided for the parent by the employee.</p>	<p><b><u>Section 10 Changes in Plan</u></b> (pg 61- Bates 3220 ) The Committee. . . may from time to time make changes in the Plan set forth in these Regulations, and the Company may terminate said Plan, but such changes or termination shall not affect the rights of any <b>employee</b>, without his consent, to any benefit or pension to which he may have previously become entitled hereunder.</p> <p><b><u>Section 2 Definitions</u></b> (pg. 2 - Bates 3161) The word "Employees" shall mean those persons who receive a regular and stated compensation from the Company other than a pension or retainer.</p> <p><b><u>Section 4.10 Pension Plan Termination Arrangements</u></b> (pg. 31 - Bates 3190)  <b>. . . Second:</b> To making provision. . . for the payment of death benefits attributable to deaths occurring prior to the date of termination which would have been payable from the [Second] Pension Fund, and for the payment, upon the death of retired employees who are on the pension roll as of the date of termination and of employees eligible as of that date for retirement at their own request, of death benefits. . . .</p>	<p><b><u>Subsection 8.1 Rights to Pension or Benefits</u></b> (pg. 48 - Bates 3207)</p> <p>Neither the action of the Board of Directors in establishing this Plan for Employees' Pensions, Disability Benefits and Death Benefits, nor any action taken by the Board or the Committee shall be construed as giving to any officer, agent or employee. . . any right or claim to any pension or other benefit or allowance after discharge from the service of the Company, unless the right to such pension or benefit has accrued prior to such discharge. Except in the event of termination of the Plan, no employee or annuitant shall have any right to a service or deferred vested pension unless he meets the conditions specified in Paragraph 1(a) or 1(b) of Section 4 of these Regulations, nor any right in the Pension Fund unless a pension authorized by the Committee under the Plan has not been paid, nor any right against the Company to any benefit under the Plan other than the amount to which the employee or annuitant has theretofore become entitled and which the Committee has directed to be paid to the employee or annuitant under the Plan.</p>	<p><b><u>Section 4.8 Pension Funding Policy and Method</u></b> (pg. 27 - Bates 3186)</p> <p>The <b>Pension Fund [and the Second Pension Fund] shall be held by a trustee or trustees</b> or an insurance company or companies as permitted by law <b>for [respectively] pension and death benefit purposes only</b> and shall be distributed as directed by the Company from time to time. The Company undertakes to preserve the integrity of the Pension fund [and the Second Pension Fund] as a fund held in trust or by an insurance company or companies as permitted by law <b>to be applied solely to pension and death benefit purposes and to take such action as may be necessary or appropriate to insure the application of the entire fund [or funds] to such purposes.</b></p>
------------------------	------------------	---	--	---	--	--	--

<p>October 1, 1980</p>	<p>No Bates Nos.</p>	<p><b>SPD - Bell System Pension Plan</b></p> <p><b>(With Amendments Effective October 1, 1980)</b></p>	<p><b><u>TYPE OF PLAN</u></b> (pg. 26 - <i>no</i> Bates No.)</p> <p>The Plan is classified as both a pension plan and a welfare plan under the definitions of ERISA. <b>It is a “defined benefit plan”</b> for service and deferred vested pension purposes and <b>for payment of certain sickness death benefits upon the death of a Pension Plan participant.</b> The Plan is a “welfare plan” for purposes of providing disability pensions and other death benefit payments.</p> <p><b><u>PLAN IDENTIFICATION NUMBERS</u></b> (pg. 27- <i>no</i> Bates No.)</p> <p>The Plan is identified by the following numbers under Internal Revenue Service rules.</p> <p><b>#005</b> - assigned by the Company for pensions and certain death benefits paid from the Trust fund.</p>	<p>See generally, pp. 19-21 - <i>no</i> Bates Nos.</p> <p><b><u>DEATH BENEFITS</u></b></p> <p>Your qualified beneficiaries are <b>protected</b> by the Plan’s sickness and accident death benefit provisions <b>for the entire period</b> of your employment and <b>during your retirement</b> on service or disability pension.</p> <p><b><u>Sickness Death Benefit</u></b> . . . A benefit equal to one year’s pay at retirement <b>will</b> be paid to the mandatory beneficiary of an employee who dies after retirement while receiving a service or disability pension.</p> <p>. . . Death benefit payments may be made in lump sum or installments at the Committee’s discretion.</p>	<p><b><u>INTRODUCTION</u></b> (pg. 2 - <i>no</i> Bates Nos.)</p> <p>the American Telephone and Telegraph Company may from time to time make changes in the Plan, but future changes will not affect the rights of any <b>individual</b> to any benefit or pension which he or she may have previously become entitled to receive.</p> <p><b><u>Plan Continuance</u></b> (pg. 27 - <i>no</i> Bates No.)</p> <p><b><u>Note:</u></b> Unlike subsequently issued SPDs, <i>nothing</i> is mentioned or disclosed about any rights of plan participants upon a possible termination of the pension plan. There is no stated order of priorities, etc.]. The Participating Companies intend to continue the Plan. However, if the Plan should be terminated or contributions completely discontinued, Plan participants will receive full benefits computed as of the date of such termination or complete discontinuance, to the extent such benefits are then funded, in the order of priority specified in the Plan or by applicable law.</p>		
------------------------	----------------------	--	---	--	---	--	--

<p>October 1, 1980</p>	<p>No Bates Nos.</p>	<p><b>Governing Document - Bell System Management Pension Plan</b></p> <p><b>American Telephone and Telegraph Company and Other Bell System Participating Companies</b></p> <p><b>(Effective October 1, 1980)</b></p>		<p><b><u>Section 5.3.a Pensioner Death Benefit Amount</u></b> (pg. __ - no Bates No.)</p> <p>In the event of the death of any persons who at the time of death is receiving a pension granted under Paragraph 1(a) [Service Pension] or 1(c) [Disability Pension] of Section 4 of this Plan or any Predecessor Plan, the Committee or a Participating Company Committee, as applicable, in its discretion, but subject to the following provisions of this Paragraph 3, may authorize a Death Benefit to the spouse or dependent relatives of the pensioner. . .</p> <p><b><u>Section 5.4.a Mandatory Beneficiaries</u></b> (pg. __ - no Bates No.)</p> <p>In the event of death by accident, the maximum Accident Death Benefit specified in Paragraph 1 of this Section, or in the event of death by sickness, <b>the maximum Sickness Death Benefit</b> specified in Paragraph 2 of this Section, <b>shall be paid</b>, subject to the provisions of Subparagraph (c) of this Paragraph 4, to the spouse of the deceased employee if living with him at the time of his death, or to the unmarried child or children of the deceased employee under the age of 23 years. . . or a dependent parent who lives in the same household with the employee or who lives in a separate household in the vicinity which is provided for the parent by the employee.</p>	<p><b><u>Section 8 Changes in Plan</u></b> (pg __ No Bates No.) The Committee. . . may from time to time make changes in the Plan set forth in this document, and the Company may terminate said Plan, but such changes or termination shall not affect the rights of any <b>employee</b>, without his consent, to any benefit or pension to which he may have previously become entitled hereunder.</p> <p><b><u>Section 2.6 Definitions</u></b> (pg. __ - no Bates No.) The word "Employee" shall mean. . . who receives a regular and stated compensation, other than a pension or retainer. . .</p> <p><b><u>Section 4.10 Pension Plan Termination Arrangements</u></b> (pg. __ - no Bates No.) . . . <b>Second:</b> To making provision for the payment of death benefits attributable to deaths occurring prior to the date of termination which would have been payable from the Bell System Management Pension Fund, and for the payment, upon the deaths of retired employees who are on the pension roll as of the date of termination and of employees eligible as of that date for retirement, of death benefits. . .</p>	<p><b><u>Subsection 6.1 Rights to Pensions or Benefits</u></b> (pg. __ - no Bates No.)</p> <p>Neither the action of the Board of Directors in establishing this Plan nor any action taken by the Board or the Committee shall be construed as giving to any officer, agent or employee. . . any right or claim to any pension or other benefit or allowance after discharge from the service of any Participating Company, unless the right to such pension or benefit has accrued prior to such discharge. Except in the event of termination of the Plan, no employee or annuitant shall have any right to a service or deferred vested pension unless he meets the conditions specified in Paragraph 1(a) or 1(b) of Section 4 of these Regulations, nor any right in the Bell System Management Pension Fund unless a pension authorized by the Committee or a Participating Company Committee, as applicable, under the Plan has not been paid, nor any right against any Participating Company to any benefit under the Plan other than the amount to which the employee or annuitant has theretofore become entitled and which the Committee or a Participating Company Committee, as applicable, has directed to be paid to that employee or annuitant under the Plan.</p>	<p><b><u>Section 4.8 Pension Funding Policy and Method</u></b> (pg. 22 - no Bates No.)</p> <p>The <b>Bell System Management Pension Fund shall be held by a trustee or trustees</b> or an insurance company or companies as permitted by law <b>for pension and death benefit purposes only</b> and shall be disbursed as directed by the Company or any other Participating Company, as applicable, from time to time. The Company undertakes to preserve the integrity of the Bell System Management Pension Fund as a fund held in trust or by an insurance company or companies as permitted by law <b>to be applied solely to pension and death benefit purposes and to take such action as may be necessary or appropriate to insure the application of the entire fund to such purposes.</b></p>
------------------------	----------------------	---	--	--	---	--	---

<p>October 1, 1980</p>	<p>No Bates Nos.</p>	<p><b>SPD - Bell System Management Pension Plan</b></p> <p><b>(With Amendments Effective October 1, 1980)</b></p>	<p><b><u>TYPE OF PLAN</u></b> (pg. 21 - <i>no</i> Bates No.)</p> <p>The Plan is classified as both a pension plan and a welfare plan under the definitions of ERISA. <b>It is a “defined benefit plan”</b> for service and deferred vested pension purposes and <b>for payment of certain sickness death benefits upon the death of a Pension Plan participant.</b> The Plan is a “welfare plan” for purposes of providing disability pensions and other death benefit payments.</p> <p><b><u>PLAN IDENTIFICATION NUMBERS</u></b> (pg. 22- <i>no</i> Bates No.)</p> <p>The Plan is identified by the following numbers under Internal Revenue Service rules.</p> <p><b>#006</b> - assigned by the Company for pensions and certain death benefits paid from the Trust fund.</p>	<p>See generally, pp. 15-16 - <i>no</i> Bates Nos.</p> <p><b><u>DEATH BENEFITS</u></b></p> <p>Your qualified beneficiaries are <b>protected</b> by the Plan’s sickness and accident death benefit provisions <b>for the entire period</b> of your employment and <b>during your retirement</b> on service or disability pension.</p> <p><b><u>Sickness Death Benefit</u></b> . . . A benefit equal to one year’s pay at retirement <b>will</b> be paid to the mandatory beneficiary of an employee who dies after retirement while receiving a service or disability pension.</p> <p>. . . Death benefit payments may be made in lump sum or installments at the Committee’s discretion.</p>	<p><b><u>INTRODUCTION</u></b> (pg. 2 - <i>no</i> Bates Nos.)</p> <p>the American Telephone and Telegraph Company may from time to time make changes in the Plan or may terminate the Plan, but future changes will <b>not</b> affect the rights of any <b>individual</b> to any benefit or pension which he or she may have previously become entitled to receive.</p> <p><b><u>Plan Continuance</u></b> (pg. 22 - <i>no</i> Bates No.)</p> <p>[<b>Note:</b> Unlike subsequently issued SPDs, <i>nothing</i> is mentioned or disclosed about any rights of plan participants upon a possible termination of the pension plan. There is no stated order of priorities, etc.]. The Participating Companies intend to continue the Plan. However, if the Plan should be terminated or contributions completely discontinued, Plan participants will receive full benefits computed as of the date of such termination or complete discontinuance, to the extent such benefits are then funded, in the order of priority specified in the Plan or by applicable law.</p>		
------------------------	----------------------	---	---	--	--	--	--

<p>October 1, 1982</p>	<p>3066-3158</p>	<p><b>Governing Document -</b></p> <p><b>Bell System Management Pension Plan</b></p> <p><b>American Telephone and Telegraph Company and Other Bell System Participating Companies</b></p> <p><b>Includes Special Increases in Pensions Amendment Effective 10-1-82</b></p>		<p><b><u>Section 5.3.a Pensioner Death Benefit Amount</u></b> (pg. __ - Bates 3127)</p> <p>In the event of the death of any persons who at the time of death is receiving a pension granted under Paragraph 1(a) [Service Pension] or 1(c) [Disability Pension] of Section 4 of these Regulations, the Committee in its discretion, but subject to the following provisions of this Paragraph 3, may authorize a Death Benefit to the spouse or dependent relatives of the pensioner. . .</p> <p><b><u>Section 5.4.a Mandatory Beneficiaries</u></b> (pg. __ - Bates 3129)</p> <p>In the event of death by accident, the maximum Accident Death Benefit specified in Paragraph 1 of this Section, or in the event of death by sickness, <b>the maximum Sickness Death Benefit</b> specified in Paragraph 2 of this Section, <b>shall be paid</b>, subject to the provisions of Subparagraph (c) of this Paragraph 4, to the spouse of the deceased employee if living with him at the time of his death, or to the unmarried child or children of the deceased employee under the age of 23 years. . . or a dependent parent who lives in the same household with the employee or who lives in a separate household in the vicinity which is provided for the parent by the employee.</p>	<p><b><u>Section 8 Changes in Plan</u></b> (pg __ Bates 3158 ) The Committee. . . may from time to time make changes in the Plan set forth in these Regulations, and the Company may terminate said Plan, but such changes or termination shall not affect the rights of any <b>employee</b>, without his consent, to any benefit or pension to which he may have previously become entitled hereunder.</p> <p><b><u>Section 2.5 Definitions</u></b> (pg. __ - Bates 3070) The word “Employee” shall mean. . . who receives a regular and stated compensation, other than a pension or retainer. . .</p> <p><b><u>Section 4.10 Pension Plan Termination Arrangements</u></b> (pg. _ - Bates 3119) . . . <b>Second:</b> To making provision for the payment of death benefits attributable to deaths occurring prior to the date of termination which would have been payable from the Bell System Management Pension Fund, and for the payment, upon the deaths of retired employees who are on the pension roll as of the date of termination and of employees eligible as of that date for retirement, of death benefits. . .</p>	<p><b><u>Subsection 6.1 Rights to Pensions or Benefits</u></b> (pg. __ - Bates 3139)</p> <p>Neither the action of the Board of Directors in establishing this Plan nor any action taken by the Board or the Committee shall be construed as giving to any officer, agent or employee. . . any right or claim to any pension or other benefit or allowance after discharge from the service of any Participating Company, unless the right to such pension or benefit has accrued prior to such discharge. Except in the event of termination of the Plan, no employee or annuitant shall have any right to a service or deferred vested pension unless he meets the conditions specified in Paragraph 1(a) or 1(b) of Section 4 of these Regulations, nor any right in the Bell System Management Pension Fund unless a pension authorized by the Committee or a Participating Company Committee, as applicable, under the Plan has not been paid, nor any right against any Participating Company to any benefit under the Plan other than the amount to which the employee or annuitant has theretofore become entitled and which the Committee or a Participating Company Committee, as applicable, has directed to be paid to that employee or annuitant under the Plan.</p>	<p><b><u>Section 4.8 Pension Funding Policy and Method</u></b> (pg. __ - Bates 3115)</p> <p>The <b>Bell System Management Pension Fund shall be held by a trustee or trustees</b> or an insurance company or companies as permitted by law <b>for pension and death benefit purposes only</b> and shall be disbursed as directed by the Company or any other Participating Company, as applicable, from time to time. The Company undertakes to preserve the integrity of the Bell System Management Pension Fund as a fund held in trust or by an insurance company or companies as permitted by law <b>to be applied solely to pension and death benefit purposes and to take such action as may be necessary or appropriate to insure the application of the entire fund to such purposes.</b></p>
------------------------	------------------	--	--	---	---	--	---

<p>January 1, 1984</p>	<p>3543-3661</p>	<p><b>Governing Document -</b></p> <p><b>U S WEST Management Pension Plan</b></p> <p>U S WEST, Inc. and Such of its Subsidiary Companies which are Participating Companies</p> <p>Effective January 1, 1984</p>		<p><b><u>Section 5.3.a Pensioner Death Benefit Amount</u></b> (pg. __ - Bates 3632)</p> <p>In the event of the death of any persons who at the time of death is receiving a pension granted under Paragraph 1(a) [Service Pension] or 1(c) [Disability Pension] of Section 4 of this Plan or any Predecessor Plan, the Committee or a Participating Company Committee, as applicable, in its discretion, but subject to the following provisions of this Paragraph 3, may authorize a Death Benefit to the spouse or dependent relatives of the pensioner. . .</p> <p><b><u>Section 5.4.a Mandatory Beneficiaries</u></b> (pp. __-__ - Bates 3635-3636)</p> <p>In the event of death by accident, the maximum Accident Death Benefit specified in Paragraph 1 of this Section, or in the event of death by sickness, <b>the maximum Sickness Death Benefit</b> specified in Paragraph 2 of this Section, <b>shall be paid</b>, subject to the provisions of Subparagraph (c) of this Paragraph 4, to the spouse of the deceased employee if living with him at the time of his death, or to the unmarried child or children of the deceased employee under the age of 23 years. . . or a dependent parent. . .</p>	<p><b><u>Section 9 Changes in Plan</u></b> (pg. __ - Bates 3661)</p> <p>The Committee. . . may from time to time make changes in the Plan set forth in this document, and the Company may terminate said Plan, but such changes or termination shall not affect the rights of any <b>employee</b>, without his consent, to any benefit or pension to which he may have previously become entitled hereunder.</p> <p><b><u>Section 4.10 Pension Plan Termination Arrangements</u></b> (pg. __ - Bates 3620)</p> <p>. . . <b>Second:</b> To making provisions for the payment of death benefits attributable to deaths occurring prior to the date of termination which would have been payable from the U S WEST Management Pension Fund, and for the payment, upon the death of retired employees who are on the pension roll as of the date of termination and of employees eligible as of that date for retirement, of death benefits. . . .</p>	<p><b><u>Subsection 6.1 Rights to Pensions or Benefits</u></b> (pg. __ - 3650)</p> <p>Neither the action of the Board of Directors in establishing this Plan nor any action hereafter taken by the Board or the Committee or any Participating Company shall be construed as giving to any officer, agent or employee. . . any right or claim to any pension or other benefit or allowance after discharge from the service of any Participating Company, unless the right to such pension or benefit has accrued prior to such discharge. Except in the event of termination of the Plan, no employee or annuitant shall have any right to a service or deferred vested pension unless he meets the conditions specified in Paragraph 1(a) or 1(b) of Section 4 or the provisions of Section 7 of the Plan, nor any right in the U S WEST Management Pension Fund unless a pension authorized by the Committee or a Participating Company Committee, as applicable, under the Plan has not been paid, nor any right against any Participating Company to any benefit under the Plan other than the amount to which the employee or annuitant has theretofore become entitled and which the Committee or a Participating Company Committee, as applicable, has directed to be paid to that employee or annuitant under the Plan.</p>	<p><b><u>Section 4.8. Pension Funding Policy and Method</u></b> (pg. __ - Bates 3613)</p> <p>The U S WEST <b>Management Pension Fund shall be held by a trustee or trustees</b> or an insurance company or companies as permitted by law <b>for pension and death benefit purposes only</b> and shall be disbursed as directed by the Company or any other Participating Company, as applicable, from time to time. The Company undertakes to preserve the integrity of the U S WEST Management Pension Fund as a fund held in trust or by an insurance company or companies as permitted by law <b>to be applied solely to pension and death benefit purposes and to take such action as may be necessary or appropriate to insure the application of the entire fund to such purposes.</b></p>
------------------------	------------------	---	--	--	--	--	--

<p>January 1, 1985</p>	<p>1521-1557</p>	<p><b>SPD -</b></p> <p><b>U S WEST Pension Plan</b></p> <p><b>(With Amendments Effective January 1, 1985)</b></p>	<p><u><b>TYPE OF PLAN</b></u> (pg. 20 - Bates 1542)</p> <p>The Plan is classified as both a pension plan and a welfare plan under the definitions of ERISA. <b>It is a “defined benefit plan”</b> for service and deferred vested pension purposes and <b>for payment of certain sickness death benefits upon the death of a Pension Plan participant.</b> The Plan is a “welfare plan” for purposes of providing disability pensions and other death benefit payments.</p> <p><u><b>PLAN IDENTIFICATION NUMBERS</b></u> (pg. 21- Bates 1543)</p> <p>The Plan is identified by the following numbers under Internal Revenue Service rules.</p> <p><b>#005</b> - Plan Number assigned by U S WEST for pensions and certain death benefits paid from the Trust fund.</p>	<p>See generally, pp. ___ - Bates 1539-1541</p> <p><u><b>DEATH BENEFITS</b></u></p> <p>Your qualified beneficiaries are <b>protected</b> by the Plan’s sickness and accident death benefit provisions <b>for the entire period</b> of your employment and <b>during your retirement</b> on a service or disability pension.</p> <p><u><b>Sickness Death Benefit</b></u> . . . A benefit equal to one year’s pay at retirement <b>will</b> be paid to the mandatory beneficiary (if any) of an employee who dies after retirement while receiving a service or disability pension.</p>	<p><u><b>INTRODUCTION</b></u> (pg. 2 - Bates 1524)</p> <p>U S WEST may from time to time make changes in the Plan or may terminate the Plan, but future changes or termination will not affect the rights of any <b>individual</b> to any benefit or pension which he or she may have previously become entitled to receive.</p> <p><u><b>PLAN TERMINATION</b></u> (pp. 21-22 - Bates 1543-1544)</p> <p>. . . Essentially, in the event of a Plan termination, the assets of the Plan Trust fund would first be allocated to pay benefits to participants and beneficiaries who are already receiving benefits under the Plan at the time of termination or who had the right to immediately receive such benefits if they had retired prior to such time. . . . After benefits are provided to participants or beneficiaries in this highest priority, remaining assets would be allocated to other participants or beneficiaries in certain other priority categories. . .</p>		
------------------------	------------------	---	--	---	--	--	--

<p>January 1, 1985</p>	<p>3388-3542</p>	<p><b>Governing Document -</b></p> <p><b>U S WEST Management Pension Plan</b></p> <p>U S WEST, Inc. and Such of its Subsidiary Companies which are Participating Companies</p> <p>Effective January 1, 1984</p> <p><b>As Amended Effective January 1, 1985</b></p>		<p><b><u>Section 5.3(a), Pensioner Death Benefit Amount</u></b> (pg. 80 - Bates 3478)</p> <p>In the event of the death of any persons who at the time of death is receiving a pension granted under Paragraph 1(a) [Service Pension] or 1(c) [Disability Pension] of Section 4 of this Plan or any Predecessor Plan, the Committee or a Participating Company Committee, as applicable, in its discretion, but subject to the following provisions of this Paragraph 3, may authorize a Death Benefit to the spouse or dependent relatives of the pensioner. . .</p> <p><b><u>Section 4.a Mandatory Beneficiaries</u></b> (pg. 82-83 - Bates 3480-3481)</p> <p>In the event of death by accident, the maximum Accident Death Benefit specified in Paragraph 1 of this Section, or in the event of death by sickness, <b>the maximum Sickness Death Benefit</b> specified in Paragraph 2 of this Section, <b>shall be paid</b>, subject to the provisions of Subparagraph (c) of this Paragraph 4, to the spouse of the deceased employee if living with him at the time of his death, or to the unmarried child or children of the deceased employee under the age of 23 years. . . or a dependent parent. . .</p>	<p><b><u>Section 10, Changes in Plan</u></b> (pg.137 - Bates 3542)</p> <p>The Committee. . . may from time to time make changes in the Plan set forth in this document, and the Company may terminate said Plan, but such changes or termination shall not affect the rights of any <b>employee</b>, without his consent, to any benefit or pension to which he may have previously become entitled hereunder.</p> <p><b><u>Section 4.10, Pension Plan Termination Arrangements</u></b> (pg. 72 - Bates 3469)</p> <p>. . . <b>Second:</b> To making provisions for the payment of death benefits attributable to deaths occurring prior to the date of termination which would have been payable from the U S WEST Management Pension Fund, and for the payment, upon the death of retired employees who are on the pension roll as of the date of termination and of employees eligible as of that date for retirement, of death benefits. . . .</p>	<p><b><u>Section 6.1 Rights to Pensions or Benefits</u></b> (pg. 92 - Bates 3493)</p> <p>Neither the action of the Board of Directors in establishing this Plan nor any action hereafter taken by the Board or the Committee or any Participating Company shall be construed as giving to any officer, agent or employee. . . any right or claim to any pension or other benefit or allowance after discharge from the service of any Participating Company, unless the right to such pension or benefit has accrued prior to such discharge. Except in the event of termination of the Plan, no employee or annuitant shall have any right to a service or deferred vested pension unless he meets the conditions specified in Paragraph 1(a) or 1(b) of Section 4 or the provisions of Section 7 of the Plan, nor any right in the U S WEST Management Pension Fund unless a pension authorized by the Committee or a Participating Company Committee, as applicable, under the Plan has not been paid, nor any right against any Participating Company to any benefit under the Plan other than the amount to which the employee or annuitant has theretofore become entitled and which the Committee or a Participating Company Committee, as applicable, has directed to be paid to that employee or annuitant under the Plan.</p>	<p><b><u>Section 4.8 Pension Funding Policy and Method</u></b> (pg. 63-64 - Bates 3459-3460)</p> <p>The U S WEST <b>Management Pension Plan shall be held by a trustee or trustees</b> or an insurance company or companies as permitted by law <b>for pension and death benefit purposes only</b> and shall be disbursed as directed by the Company or any other Participating Company, ad applicable, from time to time. The Company undertakes to preserve the integrity of the U S WEST Management Pension Plan as a fund held in trust or by an insurance company or companies as permitted by law <b>to be applied solely to pension and death benefit purposes and to take such action as may be necessary or appropriate to insure the application of the entire fund, to such purposes.</b></p>
------------------------	------------------	--	--	--	---	---	--

<p>January 1, 1985</p>	<p>1558-1590</p>	<p><b>SPD -</b></p> <p><b>U S WEST Management Pension Plan</b></p> <p><b>(With Amendments Effective January 1, 1985)</b></p>	<p><b><u>TYPE OF PLAN</u></b> (pg. 21 - Bates 1579)</p> <p>The Plan is classified as both a pension plan and a welfare plan under the definitions of ERISA. <b>It is a “defined benefit plan”</b> for service and deferred vested pension purposes and <b>for payment of certain sickness death benefits upon the death of a Pension Plan participant.</b> The Plan is a “welfare plan” for purposes of providing disability pensions and other death benefit payments.</p> <p><b><u>PLAN IDENTIFICATION NUMBERS</u></b> (pg. 22- Bates 1580)</p> <p>The Plan is identified by the following numbers under Internal Revenue Service rules.</p> <p>#006 - Plan Number assigned by U S WEST for pensions and certain death benefits paid from the Trust fund.</p>	<p><b><u>DEATH BENEFITS</u></b> (See generally, pp. 19-20 - Bates 1577-1578)</p> <p>Your qualified beneficiaries are <b>protected</b> by the Plan’s sickness and accident death benefit provisions <b>for the entire period</b> of your employment and <b>during your retirement on a service or disability pension.</b></p> <p><b><u>Sickness Death Benefit</u></b> . . . A benefit equal to one year’s pay at retirement <b>will</b> be paid to the mandatory beneficiary (if any) of an employee who dies after retirement while receiving a service or disability pension.</p> <p>. . . Death benefit payments may be made in lump sum or installments at the Committee’s discretion.</p>	<p><b><u>INTRODUCTION</u></b> (pg. 2 - Bates 1560)</p> <p>U S WEST may from time to time make changes in the Plan or may terminate the Plan, but future changes or termination will not affect the rights of any <b>individual</b> to any benefit or pension which he or she may have previously become entitled to receive.</p> <p><b><u>PLAN TERMINATION</u></b> (pp. 22-23 - Bates 1580-1581)</p> <p>. . . Essentially, in the event of a Plan termination, the assets of the Plan Trust fund would first be allocated to pay benefits to participants and beneficiaries who are already receiving benefits under the Plan at the time of termination or who had the right to immediately receive such benefits if they had retired prior to such time. . . After benefits are provided to participants or beneficiaries in this highest priority, remaining assets would be allocated to other participants or beneficiaries in certain other priority categories. . .</p>		
------------------------	------------------	--	---	---	--	--	--

<p>January 1, 1986</p>	<p>3662-3830</p>	<p><b>Governing Document -</b></p> <p><b>U S WEST Pension Plan</b></p> <p>U S WEST, Inc. and Such of its Subsidiary Companies which are Participating Companies</p> <p>Effective January 1, 1984</p> <p><b>As Amended Effective January 1, 1986</b></p>		<p><b><u>Section 5.3(a) Pensioner Death Benefit Amount</u></b> (pg. 103 - Bates 3774)</p> <p>In the event of the death of any persons who at the time of death is receiving a pension granted under Paragraph 1(a) [Service Pension] or 1(c) [Disability Pension] of Section 4 of this Plan or any Predecessor Plan, the Committee or a Participating Company Committee, as applicable, in its discretion, but subject to the following provisions of this Paragraph 3, may authorize a Death Benefit to the spouse or dependent relatives of the pensioner. . .</p> <p><b><u>Section 4.a Mandatory Beneficiaries</u></b> (pg. 105-106 - Bates 3776-3777)</p> <p>In the event of death by accident, the maximum Accident Death Benefit specified in Paragraph 1 of this Section, or in the event of death by sickness, <b>the maximum Sickness Death Benefit</b> specified in Paragraph 2 of this Section, <b>shall be paid</b>, subject to the provisions of Subparagraph (c) of this Paragraph 4, to the spouse of the deceased employee if living with him at the time of his death, or to the unmarried child or children of the deceased employee under the age of 23 years. . . or a dependent parent. . .</p>	<p><b><u>Section 10, Changes in Plan</u></b> (pg.152 - Bates 3830)</p> <p>The Committee. . . may from time to time make changes in the Plan set forth in this document, and the Company may terminate said Plan, but such changes or termination shall not affect the rights of any <b>employee</b>, without his consent, to any benefit or pension to which he may have previously become entitled hereunder.</p> <p><b><u>Section 4.10, Pension Plan Termination Arrangements</u></b> (pp. 94-95 - Bates 3764-3765)</p> <p>. . . <b>Second:</b> To making provisions for the payment of death benefits attributable to deaths occurring prior to the date of termination which would have been payable from the U S WEST Management Pension Fund, and for the payment, upon the death of retired employees who are on the pension roll as of the date of termination and of employees eligible as of that date for retirement, of death benefits. . . .</p>	<p><b><u>Section 6.1 Rights to Pensions or Benefits</u></b> (pg. 114 - Bates 3788)</p> <p>Neither the action of the Board of Directors in establishing this Plan nor any action hereafter taken by the Board or the Committee or any Participating Company shall be construed as giving to any officer, agent or employee. . . any right or claim to any pension or other benefit or allowance after discharge from the service of any Participating Company, unless the right to such pension or benefit has accrued prior to such discharge. Except in the event of termination of the Plan, no employee or annuitant shall have any right to a service or deferred vested pension unless he meets the conditions specified in Paragraph 1(a) or 1(b) of Section 4 or the provisions of Section 7 of the Plan, nor any right in the U S WEST Pension Fund unless a pension authorized by the Committee or a Participating Company Committee, as applicable, under the Plan has not been paid, nor any right against any Participating Company to any benefit under the Plan other than the amount to which the employee or annuitant has theretofore become entitled and which the Committee or a Participating Company Committee, as applicable, has directed to be paid to that employee or annuitant under the Plan.</p>	<p><b><u>Section 4.8 Pension Funding Policy and Method</u></b> (pg. 85-86 - Bates 3755-3756)</p> <p><b>The U S WEST Pension Plan shall be held by a trustee or trustees</b> or an insurance company or companies as permitted by law <b>for pension and death benefit purposes only</b> and shall be disbursed as directed by the Company or any other Participating Company, ad applicable, from time to time. The Company undertakes to preserve the integrity of the U S WEST Pension Plan as a fund held in trust or by an insurance company or companies as permitted by law <b>to be applied solely to pension and death benefit purposes and to take such action as may be necessary or appropriate to insure the application of the entire fund, to such purposes</b></p>
------------------------	------------------	---	--	--	---	---	---

<p>January 1, 1986</p>	<p>3881-3988</p>	<p><b>Governing Document -</b></p> <p><b>U S WEST Management Pension Plan</b></p> <p>U S WEST, Inc. and Such of its Subsidiary Companies which are Participating Companies</p> <p>Effective January 1, 1984</p> <p><b>As Amended Effective January 1, 1986</b></p>		<p><b><u>Section 5.3(a) Pensioner Death Benefit Amount</u></b> (pg. 80 - Bates 3921)</p> <p>In the event of the death of any persons who at the time of death is receiving a pension granted under Paragraph 1(a) [Service Pension] or 1(c) [Disability Pension] of Section 4 of this Plan or any Predecessor Plan, the Committee or a Participating Company Committee, as applicable, in its discretion, but subject to the following provisions of this Paragraph 3, may authorize a Death Benefit to the spouse or dependent relatives of the pensioner. . .</p> <p><b><u>Section 4.a Mandatory Beneficiaries</u></b> (pg. 82-83 - Bates 3923-3924)</p> <p>In the event of death by accident, the maximum Accident Death Benefit specified in Paragraph 1 of this Section, or in the event of death by sickness, <b>the maximum Sickness Death Benefit</b> specified in Paragraph 2 of this Section, <b>shall be paid</b>, subject to the provisions of Subparagraph (c) of this Paragraph 4, to the spouse of the deceased employee if living with him at the time of his death, or to the unmarried child or children of the deceased employee under the age of 23 years. . . or a dependent parent.</p>	<p><b><u>Section 11, Changes in Plan</u></b> (pg.140 - Bates 3988)</p> <p>The Committee. . . may from time to time make changes in the Plan set forth in this document, and the Company may terminate said Plan, but such changes or termination shall not affect the rights of any <b>employee</b>, without his consent, to any benefit or pension to which he may have previously become entitled hereunder.</p> <p><b><u>Section 4.10, Pension Plan Termination Arrangements</u></b> (pg. 72 - Bates 3913)</p> <p>. . . <b>Second:</b> To making provisions for the payment of death benefits attributable to deaths occurring prior to the date of termination which would have been payable from the U S WEST Management Pension Fund, and for the payment, upon the death of retired employees who are on the pension roll as of the date of termination and of employees eligible as of that date for retirement, of death benefits. . . .</p>	<p><b><u>Subsection 6.1 Rights to Pensions or Benefits</u></b> (pg. 92 - Bates 3934)</p> <p>Neither the action of the Board of Directors in establishing this Plan nor any action hereafter taken by the Board or the Committee or any Participating Company shall be construed as giving to any officer, agent or employee. . . any right or claim to any pension or other benefit or allowance after discharge from the service of any Participating Company, unless the right to such pension or benefit has accrued prior to such discharge. Except in the event of termination of the Plan, no employee or annuitant shall have any right to a service or deferred vested pension unless he meets the conditions specified in Paragraph 1(a) or 1(b) of Section 4 or the provisions of Section 7 of the Plan, nor any right in the U S WEST Management Pension Fund unless a pension authorized by the Committee or a Participating Company Committee, as applicable, under the Plan has not been paid, nor any right against any Participating Company to any benefit under the Plan other than the amount to which the employee or annuitant has theretofore become entitled and which the Committee or a Participating Company Committee, as applicable, has directed to be paid to that employee or annuitant under the Plan.</p>	<p><b><u>Section 4.8 Pension Funding Policy and Method</u></b> (pg. 63-64 - Bates 3904-3905)</p> <p>The <b>U S WEST Management Pension Plan shall be held by a trustee or trustees</b> or an insurance company or companies as permitted by law <b>for pension and death benefit purposes only</b> and shall be disbursed as directed by the Company or any other Participating Company, ad applicable, from time to time. The Company undertakes to preserve the integrity of the U S WEST Management Pension Plan as a fund held in trust or by an insurance company or companies as permitted by law <b>to be applied solely to pension and death benefit purposes and to take such action as may be necessary or appropriate to insure the application of the entire fund, to such purposes</b></p>
------------------------	------------------	--	--	---	---	--	---

<p>January 1, 1987</p>	<p>1074-1126</p>	<p><b>SPD - U S WEST Pension Plan</b></p> <p><b>(With Amendments Effective January 1, 1987)</b></p>	<p><b><u>TYPE OF PLAN</u></b> (pg. 27 - Bates 1103)</p> <p>The Plan is classified as both a pension plan and a welfare plan under the definitions of ERISA. <b>It is a “defined benefit plan”</b> for service and deferred vested pension purposes and <b>for payment of certain sickness death benefits upon the death of a Pension Plan participant.</b> The Plan is a “welfare plan” for purposes of providing disability pensions and other death benefit payments.</p> <p><b><u>PLAN IDENTIFICATION NUMBERS</u></b> (pg. 28- Bates 1104)</p> <p>The Plan is identified by the following numbers under Internal Revenue Service rules.</p> <p><b>#005</b> - Plan Number assigned by U S WEST for pensions and certain death benefits paid from the Trust fund.</p>	<p><b><u>DEATH BENEFITS</u></b> (See generally, pp. 23-25 - Bates 1099-1101)</p> <p>Your qualified beneficiaries are <b>protected</b> by the Plan’s sickness and accident death benefit provisions <b>for the entire period</b> of your employment and <b>during your retirement on a service or disability pension.</b></p> <p><b><u>Sickness Death Benefit</u></b> . . . A benefit equal to one year’s pay at retirement <b>will</b> be paid to the mandatory beneficiary (if any) of an employee who dies after retirement while receiving a service or disability pension.</p> <p>. . . Death benefit payments may be made in lump sum or installments at the Committee’s discretion.</p>	<p><b><u>INTRODUCTION</u></b> (pg. 2 - Bates 1078)</p> <p>U S WEST may from time to time make changes in the Plan or may terminate the Plan, but future changes or termination will not affect the rights of any <b>individual</b> to any benefit or pension which he or she may have previously become entitled to receive.</p> <p><b><u>PLAN TERMINATION</u></b> (pp. 28-29 - Bates 1104-1105)</p> <p>. . . Essentially, in the event of a Plan termination, the assets of the Plan Trust fund would first be allocated to pay benefits to participants and beneficiaries who are already receiving benefits under the Plan at the time of termination or who had the right to immediately receive such benefits if they had retired prior to such time. . . After benefits are provided to participants or beneficiaries in this highest priority, remaining assets would be allocated to other participants or beneficiaries in certain other priority categories. . .</p>		
------------------------	------------------	---	--	---	--	--	--

<p>January 1, 1987</p>	<p>5662-5704</p>	<p><b>SPD -</b></p> <p><b>U S WEST Management Pension Plan</b></p> <p><b>With Amendments Effective January 1, 1987</b></p>	<p><b><u>TYPE OF PLAN</u></b> (pg. 27 - Bates 1103)</p> <p>The Plan is classified as both a pension plan and a welfare plan under the definitions of ERISA. <b>It is a “defined benefit plan”</b> for service and deferred vested pension purposes and <b>for payment of certain sickness death benefits upon the death of a Pension Plan participant.</b> The Plan is a “welfare plan” for purposes of providing disability pensions and other death benefit payments.</p> <p><b><u>PLAN IDENTIFICATION NUMBERS</u></b> (pg. 24- Bates 5688)</p> <p>The Plan is identified by the following numbers under Internal Revenue Service rules.</p> <p><b>#006</b> - Plan Number assigned by U S WEST for pensions and certain death benefits paid from the Trust fund.</p>	<p><b><u>DEATH BENEFITS</u></b> (See generally, pp. 20-22 - Bates 5684-5686)</p> <p>Your qualified beneficiaries are <b>protected</b> by the Plan’s sickness and accident death benefit provisions <b>for the entire period</b> of your employment and <b>during your retirement on a service or disability pension.</b></p> <p><b><u>Sickness Death Benefit</u></b> . . . A benefit equal to one year’s pay at retirement <b>will</b> be paid to the mandatory beneficiary (if any) of an employee who dies after retirement while receiving a service or disability pension.</p> <p>. . . Death benefit payments may be made in lump sum or installments at the Committee’s discretion.</p>	<p><b><u>INTRODUCTION</u></b> (pg. 2 - Bates 5666)</p> <p>U S WEST may from time to time make changes in the Plan or may terminate the Plan, but future changes or termination will not affect the rights of any <b>individual</b> to any benefit or pension which they may have previously been entitled to receive.</p> <p><b><u>PLAN TERMINATION</u></b> (pp. 24-26 - Bates 5688-5690)</p> <p>. . . Essentially, in the event of a Plan termination, the assets of the Plan Trust fund would first be allocated to pay benefits to participants and beneficiaries who are already receiving benefits under the Plan at the time of termination or who had the right to immediately receive such benefits if they had retired prior to such time. . . After benefits are provided to participants or beneficiaries in this highest priority, remaining assets would be allocated to other participants or beneficiaries in certain other priority categories. . .</p>		
------------------------	------------------	--	--	---	---	--	--

<p>January 1, 1989</p> <p><b>Note:</b> Distributed <i>after</i> July 1, 1989</p>	<p>No Bates Nos.</p>	<p><b>SPD -</b></p> <p><b>U S WEST Management Pension Plan</b></p> <p><b>(With Amendments Effective January 1, 1989)</b></p>	<p><b><u>TYPE OF PLAN</u></b> (pg. 10 - no Bates No.)</p> <p>The Plan is classified as both a pension plan and a welfare plan under the definitions of ERISA. <b>It is a “defined benefit plan”</b> for service and deferred vested pension purposes and <b>for payment of certain sickness death benefits upon the death of a Pension Plan participant.</b> The Plan is a “welfare plan” for purposes of providing disability pensions and other death benefit payments.</p> <p><b><u>PLAN IDENTIFICATION NUMBERS</u></b> (pg. 11- no Bates No.)</p> <p>The Plan is identified by the following numbers under Internal Revenue Service rules.</p> <p><b>#006</b> - Plan Number assigned by U S WEST for pensions and certain death benefits paid from the Trust fund.</p>	<p><b><u>DEATH BENEFITS</u></b> (See generally, pp. 9-10 - no Bates No.)</p> <p>This Plan <b>may</b> pay your qualified beneficiaries a death benefit due to sickness or accident..</p> <p><b><u>Sickness Death Benefit</u></b> . . . If you should die after retirement while receiving a service or disability pension, a benefit equal to one year’s pay at retirement <b>will</b> be paid to the mandatory beneficiary (if any).</p> <p>. . . Death benefit payments may be made in lump sum or installments at the Committee’s discretion.</p>	<p><b><u>INTRODUCTION</u></b> (pg. 1 - no Bates No.)</p> <p><b>[Note:</b> Unlike prior SPDs, <i>nothing</i> is mentioned or disclosed about any right of U S WEST to make any changes from time to time There is <i>only</i> a disclosed reservation of right to terminate the plan].</p> <p><b><u>PLAN TERMINATION</u></b> (p. 11 - Bates 1139)</p> <p>. . . Essentially, in the event of a Plan termination, the assets of the Plan Trust fund would first be allocated to pay benefits to participants and beneficiaries who are already receiving benefits under the Plan at the time of termination or who had the right to immediately receive such benefits if they had retired prior to such time. . . After benefits are provided to participants or beneficiaries in this highest priority, remaining assets would be allocated to other participants or beneficiaries in certain other priority categories. . .</p>		
--	----------------------	--	--	---	--	--	--

<p>January 1, 1990</p> <p><b>Note:</b> Distributed after December 1, 1990</p>	<p>1127-1144</p>	<p><b>SPD - U S WEST Pension Plan</b></p> <p><b>(With Amendments Effective January 1, 1990)</b></p>	<p><b><u>TYPE OF PLAN</u></b> (pg. 10 - Bates 1138)</p> <p>The Plan is classified as both a pension plan and a welfare plan under the definitions of ERISA. <b>It is a “defined benefit plan”</b> for service and deferred vested pension purposes and <b>for payment of certain sickness death benefits upon the death of a Pension Plan participant.</b> The Plan is a “welfare plan” for purposes of providing disability pensions and other death benefit payments.</p> <p><b><u>PLAN IDENTIFICATION NUMBERS</u></b> (pg. 10- Bates 1138)</p> <p>The Plan is identified by the following numbers under Internal Revenue Service rules.</p> <p><b>#005</b> - Plan Number assigned by U S WEST for pensions and certain death benefits paid from the Trust fund.</p>	<p><b><u>DEATH BENEFITS</u></b> (See generally, pp. 23-25 - Bates 1099-1101)</p> <p>This Plan <b>may</b> pay your qualified beneficiaries a death benefit due to sickness or accident..</p> <p><b><u>Sickness Death Benefit</u></b> . . . If you should die after retirement while receiving a service or disability pension, a benefit equal to one year’s pay at retirement <b>will</b> be paid to the mandatory beneficiary (if any).</p> <p>. . . Death benefit payments may be made in lump sum or installments at the Committee’s discretion.</p>	<p><b><u>INTRODUCTION</u></b> (pg. 2 - Bates 1129)</p> <p><b>[Note:</b> Unlike prior SPDs, <i>nothing</i> is mentioned or disclosed about any right of U S WEST to make any changes from time to time There is <i>only</i> a disclosed reservation of right to terminate the plan].</p> <p><b><u>PLAN TERMINATION</u></b> (p. 11 - Bates 1139)</p> <p>. . . Essentially, in the event of a Plan termination, the assets of the Plan Trust fund would first be allocated to pay benefits to participants and beneficiaries who are already receiving benefits under the Plan at the time of termination or who had the right to immediately receive such benefits if they had retired prior to such time. . . After benefits are provided to participants or beneficiaries in this highest priority, remaining assets would be allocated to other participants or beneficiaries in certain other priority categories. . .</p>		
---	------------------	---	--	---	--	--	--

<p>July 1, 1991</p>	<p>0747- 0781  and  782- 795</p>	<p><b>SPD -  U S WEST Pension Plan  (With Amendments Effective January 1, 1990)</b></p>	<p><u><b>TYPE OF PLAN</b></u> (pg. 279 - Bates 771)</p> <p>The Plan is classified as both a pension plan and a welfare plan under the definitions of ERISA. <b>It is a “defined benefit plan”</b> for service and deferred vested pension purposes and <b>for payment of certain sickness death benefits upon the death of a Pension Plan participant.</b> The Plan is a “welfare plan” for purposes of providing disability pensions and other death benefit payments.</p> <p><u><b>PLAN IDENTIFICATION NUMBERS</b></u> (pg. 300 - Bates 789)</p> <p><b>005 524 572</b></p>	<p><u><b>DEATH BENEFITS</b></u> (See generally, pp. 275-277 - Bates 767-769)</p> <p>This Plan <b>may</b> pay your qualified beneficiaries a death benefit due to sickness or accident. . .</p> <p><u><b>Sickness Death Benefit</b></u> . . . If you should die after retirement while receiving a service or disability pension, a benefit equal to one year’s pay at retirement <b>will</b> be paid to the mandatory beneficiary (if any).</p> <p>. . . Death benefit payments may be made in lump sum or installments at the Committee’s discretion.</p>	<p><u><b>Situations Affecting Your Benefits</b></u> (pg. 303 - Bates 0792)</p> <p><b>If Plans End Or Change</b> While the Company expects its plans to continue indefinitely, it reserves the right to end, suspend, or amend its plans at any time, in whole or in part, subject to any applicable collective bargaining agreements. The plans can also be changed retroactively if necessary or appropriate within applicable legal restrictions</p> <p><u><b>PLAN TERMINATION</b></u> (p. 280 - Bates 772)</p> <p>. . . Essentially, in the event of a Plan termination, the assets of the Plan Trust fund would first be allocated to pay benefits to participants and beneficiaries who are already receiving benefits under the Plan at the time of termination or who had the right to immediately receive such benefits if they had retired prior to such time. . . After benefits are provided to participants or beneficiaries in this highest priority, remaining assets would be allocated to other participants or beneficiaries in certain other priority categories. . .</p>		
-------------------------	--	---	--	--	---	--	--

<p>July 1, 1991</p>	<p>0713- 0746  and  782- 785</p>	<p><b>SPD -  U S WEST Management Pension Plan  (With Amendments Effective January 1, 1990)</b></p>	<p><u><b>TYPE OF PLAN</b></u> (pg. 247 - Bates 737)</p> <p>The Plan is classified as both a pension plan and a welfare plan under the definitions of ERISA. <b>It is a “defined benefit plan”</b> for service and deferred vested pension purposes and <b>for payment of certain sickness death benefits upon the death of a Pension Plan participant.</b> The Plan is a “welfare plan” for purposes of providing disability pensions and other death benefit payments.</p> <p><u><b>PLAN IDENTIFICATION NUMBERS</b></u> (pg. 300 - Bates 789)</p> <p><b>006 525 572</b></p>	<p><u><b>DEATH BENEFITS</b></u> (See generally, pp. 243-245 - Bates 733-735)</p> <p>This Plan <b>may</b> pay your qualified beneficiaries a death benefit due to sickness or accident. . .</p> <p><u><b>Sickness Death Benefit</b></u> . . . If you should die after retirement while receiving a service or disability pension, a benefit equal to one year’s pay at retirement <b>will</b> be paid to the mandatory beneficiary (if any).</p> <p>. . . Death benefit payments may be made in lump sum or installments at the Committee’s discretion.</p>	<p><u><b>Situations Affecting Your Benefits</b></u> (pg. 303 - Bates 0792)</p> <p><b>If Plans End Or Change</b> While the Company expects its plans to continue indefinitely, it reserves the right to end, suspend, or amend its plans at any time, in whole or in part, subject to any applicable collective bargaining agreements. The plans can also be changed retroactively if necessary or appropriate within applicable legal restrictions</p> <p><u><b>PLAN TERMINATION</b></u> (p. 248 - Bates 738)</p> <p>. . . Essentially, in the event of a Plan termination, the assets of the Plan Trust fund would first be allocated to pay benefits to participants and beneficiaries who are already receiving benefits under the Plan at the time of termination or who had the right to immediately receive such benefits if they had retired prior to such time. . . After benefits are provided to participants or beneficiaries in this highest priority, remaining assets would be allocated to other participants or beneficiaries in certain other priority categories. . .</p>		
-------------------------	--	--	--	--	---	--	--

<p>January 1, 1994</p> <p><b>Note:</b></p> <p>This version of the January 1, 1994 SPD was placed in the “Your U S WEST Benefits” handbook distributed only to active U S WEST Employees</p> <p>See pg. A3 - Bates 0521</p>	<p>0515-0637</p>	<p><b>SPD - U S WEST Pension Plan</b></p> <p><b>(With Amendments Effective January 1, 1990)</b></p>	<p><u>Plan Classification</u> (pg. L59 - Bates 0593)</p> <p>The plan is classified as both a pension plan and a welfare plan under the definitions of ERISA. <b>It is a “defined benefit plan”</b> for service and deferred vested pension purposes and <b>for payment of certain sickness death benefits upon the death of a pension plan participant.</b> The plan is a “welfare plan” for purposes of providing disability pensions and other death benefit payments.</p> <p><u>PLAN IDENTIFICATION NUMBERS</u> (pg. M6 - Bates 606)</p> <p><b>005 512 524</b></p>	<p><b>DEATH BENEFITS</b> ( pg. L5- Bates 0539) Effective February 28, 1993, the lump-sum death benefit provided by the U S WEST Pension Plan for the eligible beneficiaries of active employees and retirees was frozen based on pay in effect on that date. Death benefits were eliminated for employees hired on or after March 1, 1993.</p> <p><b>Sickness And Accident Frozen Death Benefit</b> (pg. L50-L53 - Bates 0584-0587)</p> <p>This Plan <b>may</b> pay your qualified beneficiaries a death benefit which is equal to one year’s pay for your death due to sickness or accident. Effective February 28, 1993, the death benefit for active employees was frozen based on their eligible pay as of that date. . . As a retire with a TOE date of February 28, 1993 or earlier, your eligible beneficiaries are eligible to receive this benefit. If your TOE date is February 28, 1993 or earlier, your eligible beneficiaries are <b>entitled</b> to this benefit. . . The death benefit is payable in a lump sum payment. There are no other payment options available.</p> <p><b>Sickness Frozen Death Benefit</b> Your qualified beneficiary, if any, <b>will</b> receive the frozen death benefit if: * You die as an active employee or retiree as a result of illness or injury, including an on-the-job accidental injury; and * You have a TOE date of February 28, 1993 or earlier.</p> <p><b>Beneficiaries For Frozen Death Benefit</b> Mandatory beneficiaries for this benefit are: * Your spouse if living with you at the time of your death; * Your unmarried, dependent children up to age 23, or age 23 and older if disabled and incapable of self-support; or * A dependent parent living with you or in a separate household that you provide.</p>	<p><b>Important Provisions</b> (pg. A1 - Bates 0519)</p> <p>The following legal provisions need to be considered when reading and using this handbook:</p> <p>* <b>Amendments and termination.</b> The Company and any of its affiliates reserve the right to amend or terminate any of the plans – with respect to all participant classes, retired or otherwise – without prior notice to or consultation with any participants, subject to applicable collective bargaining agreements.</p> <p><b>Plan Termination</b> (pg. L60-L62 - Bates 0594-0596)</p> <p>. . . Essentially, in the event of a plan termination, the assets of the plan trust fund would first be allocated to pay benefits to participants and beneficiaries who are already receiving benefits under the plan at the time of termination or who had the right to receive such benefits immediately if they had retired prior to such time. . . After benefits are provided to participants or beneficiaries in this highest priority, remaining assets would be allocated to other participants or beneficiaries in certain other priority categories. . .</p>	<p><b>Situations Affecting Your Benefits</b> (pg. M10 - Bates 0610)</p> <p><b>If Plans End Or Change</b></p> <p>While the Company expects its plans to continue indefinitely, it reserves the right to end, suspend, or amend its plans at any time, in whole or in part, subject to any applicable collective bargaining agreements. The plans can also be changed retroactively if necessary or appropriate within applicable legal restrictions.</p>	<p><b>Important Provisions</b> (pg. A1 - Bates 0519 )</p> <p>Because the <b>legal documents upon which this handbook are based can be difficult to understand</b>, an effort has been made to write this in non-technical language. <b>You will want to keep this handbook</b> where it will be readily available as a reference. <b>You should also keep copies of Benefits Bulletins and Company newspaper articles on benefits which are distributed from time to time</b> when certain aspects of your plan change or need additional clarification</p>
--	------------------	---	---	---	---	---	---

<p>December 29, 1994</p> <p><b>Note:</b></p> <p>This plan document was not executed until December 29, 1994 and the U S WEST's effort was to make it retroactive to January 1, 1993</p> <p>See pg. 67 - Bates 4298</p>	<p>4228-4317</p>	<p><b>Governing Document -</b></p> <p><b>U S WEST PENSION PLAN</b></p> <p><b>Amended and Restated Effective January 1, 1993</b></p>		<p><b><u>Section 7.3(a) Death After Retirement</u></b> (pg. 49 - Bates 4280) If a Former Participant who is receiving a service pension. . . or a disability pension. . . dies while receiving such pension [a "Pensioner"]. . . the Committee, in its discretion, but subject to the following provisions of this Section 7.3, may authorize a Death Benefit to the spouse or dependent relatives of the Pensioner. . .</p> <p><b><u>Section 7.4.(b) Mandatory Beneficiaries</u></b> (pg. 50 - Bates 4281) The Participant's (1) surviving Spouse if living with the Participant at the time of his death, (2) the unmarried child or children who are under the age of 23 years. . . or (3) a dependent parent who lives in the same household with the Participant or who lives in a separate household provided for the parent by the Participant <b>shall</b> receive the Accidental or Sickness Death Benefit provided for in this Article VII.</p> <p><b><u>Section 7.5 Method of Payment</u></b> (pg. 50 - Bates 4281) <u>Payment on Death of Employee or Pensioner.</u> The Accidental or Sickness Death Benefit may be paid in a lump sum or installments (which need not be equal), at the discretion of the Committee.</p> <p><b><u>Section 7.11 Termination of Death Benefits</u></b> (pg. 52 - Bates 4283) Effective February 28, 1993, the provisions of this Article VII shall not apply to individuals first hired on or after March 1, 1993. . . Individuals who have a Term of Employment that includes any period prior to March 1, 1993. . . <b>shall be entitled to a frozen benefit</b> under this Article VII as of February 28, 1993.</p>	<p><b><u>Section 11.4 Amendment by U S WEST</u></b> (pp. 58-59 - Bates 4289-4290)</p> <p>U S WEST expects this Plan to be permanent, but as future conditions cannot be foreseen it reserves the right to amend the Plan at any time, without prior notice to anyone. The Plan may be amended by a writing. . . Amendments may modify the rights and interests of Employees who are Participants in the Plan at the time thereof as well as future Participants <b>but amendments may not diminish the accrued benefit of any Participant as of the effective date of such amendment.</b> . .</p> <p><b><u>Section 11.2 Distribution on Termination</u></b> (pg. 56 - Bates 4287)</p> <p>. . .(ii) To make provision for the payment of death benefits attributable to deaths occurring prior to the date of termination which would have been payable from the Trust Fund, and for the payment, upon the death of retired employees who are on the pension roll as of the date of termination and of employees eligible as of that date for retirement, of death benefits which would have been payable from the Trust Fund, had the Plan not been so terminated.</p>	<p><b><u>Section 13.1 Right to Dismiss Employees</u></b> (pg. 63 - Bates 4294)</p> <p>U S WEST or any of its subsidiaries may terminate the employment of any Employee s freely and with the same effect as if this Plan were not in existence. Participation in this Plan by an Employee shall not constitute an express or implied contract of employment between an Employee and U S WEST or any of its subsidiaries.</p> <p><b><u>Section 13.3 Exclusive Benefit</u></b> (pg. 64 - Bates 4295)</p> <p>It is the intention of U S WEST and each Participating Company that <b>it shall be impossible</b> for any part of the <b>Trust Fund ever to be used for or diverted to purposes other than for the exclusive benefit of its Employees and their beneficiaries, that all of the assets of the Trust Fund shall be used solely for pension purposes in an equitable manner consistent with the purposes of the Plan, and that this Plan shall be construed to follow the spirit and intent of the Internal Revenue Code and ERISA.</b></p>	<p><b><u>Section 1.0</u></b> (pg. 1 - Bates 4232)</p> <p><b>[Note: A new term - a definition for "Accrued Benefit"]</b></p> <p><b>"Accrued Benefit"</b> means as to Occupational Employees, the benefit to which a Participant is entitled in accordance with Article V-A as of the applicable date of calculation, and as to Management Employees, the benefit to which a Participant is entitled under Article V-B, using Final Average Compensation and Pension Calculation as of the applicable date of calculation.</p>
--	------------------	---	--	--	--	--	--

<p>January 1, 1996</p> <p><b>Note:</b></p> <p>This version of the January 1, 1996 SPD was placed in the “Your U S WEST Benefits” handbook distributed only to active U S WEST Employees during July 1996</p>	<p>0429-0514</p>	<p><b>SPD -</b></p> <p><b>U S WEST Pension Plan</b></p> <p><b>(With Plan Amendments Through December 31, 1995)</b></p>	<p><u>Plan Classification</u> (pg. L63 - Bates 0493)</p> <p>The plan is classified as both a pension plan and a welfare plan under the definitions of ERISA. <b>It is a “defined benefit plan”</b> for service and deferred vested pension purposes and <b>for payment of certain sickness death benefits upon the death of a pension plan participant.</b> The plan is a “welfare plan” for purposes of providing disability pensions and other death benefit payments.</p> <p><u>PLAN IDENTIFICATION NUMBERS</u> (pg. M6 - Bates 508)</p> <p><b>005</b> <b>512</b> <b>524</b></p>	<p><u>Sickness And Accident Frozen Death Benefit</u> (pp. L53-L56 - Bates 0483-0486)</p> <p>This Plan <b>may</b> pay your qualified beneficiaries a death benefit which is equal to one year’s pay for your death due to sickness or accident. Effective February 28, 1993, the death benefit for active employees was frozen based on their eligible pay as of that date. . . As a retire with a TOE date of February 28, 1993 or earlier, your eligible beneficiaries are eligible to receive this benefit. If your TOE date is February 28, 1993 or earlier, your eligible beneficiaries are <b>entitled</b> to this benefit. . . The death benefit is payable in a lump sum payment. There are no other payment options available.</p> <p><b>Sickness Frozen Death Benefit</b> Your qualified beneficiary, if any, <b>will</b> receive the frozen death benefit if: * You die as an active employee or retiree as a result of illness or injury, including an on-the-job accidental injury; and * You have a TOE date of February 28, 1993 or earlier.</p> <p><b>Beneficiaries For Frozen Death Benefit</b> Mandatory beneficiaries for this benefit are: * Your spouse if living with you at the time of your death; * Your unmarried, dependent children up to age 23, or age 23 and older if disabled and incapable of self-support; or * A dependent parent living with you or in a separate household that you provide.</p>	<p><b>Important Provisions</b> (pg. A1 - Bates 0519 - January 1994 Handbook); and (pg. A1 - Bates 6635 - July 1997 Supplement to January 1996 Handbook)</p> <p>The following legal provisions need to be considered when reading and using this handbook: * <b>Amendments and termination.</b> The Company and any of its affiliates reserve the right to amend or terminate any of the plans – with respect to all participant classes, retired or otherwise – without prior notice to or consultation with any participants, subject to applicable collective bargaining agreements.</p> <p><u>Plan Termination</u> (pp. L64-L66 - Bates 0494-0596)</p> <p>. . . Essentially, in the event of a plan termination, the assets of the plan trust fund would first be allocated to pay benefits to participants and beneficiaries who are already receiving benefits under the plan at the time of termination or who had the right to receive such benefits immediately if they had retired prior to such time. . . After benefits are provided to participants or beneficiaries in this highest priority, remaining assets would be allocated to other participants or beneficiaries in certain other priority categories. . .</p>	<p><b>Situations Affecting Your Benefits</b> (pg. M10 - Bates 0512)</p> <p><b>If Plans End Or Change</b></p> <p>While the Company expects its plans to continue indefinitely, it reserves the right to end, suspend, or amend its plans at any time, in whole or in part, subject to any applicable collective bargaining agreements. The plans can also be changed retroactively if necessary or appropriate within applicable legal restrictions.</p>	<p><b>Important Provisions</b> (pg. A1 - Bates 0519 - January 1994 Handbook); and (pg. A1 - Bates 6635 - July 1997 Supplement to January 1996 Handbook)</p> <p>Because the <b>legal documents upon which this handbook are based can be difficult to understand</b>, an effort has been made to write this in non-technical language. <b>You will want to keep this handbook</b> where it will be readily available as a reference. <b>You should also keep copies of Benefits Bulletins and Company newspaper articles on benefits which are distributed from time to time</b> when certain aspects of your plan change or need additional clarification.</p>
--	------------------	--	---	--	---	---	--

<p>January 1, 1996</p> <p><b>Note:</b></p> <p>This version of the January 1, 1996 SPD was distributed to U S WEST Retirees during July 1996</p>	<p>0352-0408</p>	<p><b>SPD - U S WEST Pension Plan</b></p> <p><b>(With Plan Amendments Through December 31, 1995)</b></p>	<p><u>Plan Classification</u> (pg. 46 - Bates 0403)</p> <p>The plan is classified as both a pension plan and a welfare plan under the definitions of ERISA. <b>It is a “defined benefit plan”</b> for service and deferred vested pension purposes and <b>for payment of certain sickness death benefits upon the death of a pension plan participant.</b> The plan is a “welfare plan” for purposes of providing disability pensions and other death benefit payments.</p> <p><u>PLAN IDENTIFICATION NUMBERS</u> (pg. M6 - Bates 508)</p> <p><b>005 512 524</b></p> <p><b>Type of Plan:</b></p> <p>Defined Benefit and Welfare</p>	<p><u>Sickness And Accident Frozen Death Benefit</u> (pp. 40-42 - Bates 0497-0499)</p> <p>This Plan <b>may</b> pay your qualified beneficiaries a death benefit which is equal to one year’s pay for your death due to sickness or accident. Effective February 28, 1993, the death benefit for active employees was frozen based on their eligible pay as of that date. . . As a retire with a TOE date of February 28, 1993 or earlier, your eligible beneficiaries are eligible to receive this benefit. If your TOE date is February 28, 1993 or earlier, your eligible beneficiaries are <b>entitled</b> to this benefit. . . The death benefit is payable in a lump sum payment. There are no other payment options available.</p> <p><b>Sickness Frozen Death Benefit</b> Your qualified beneficiary, if any, <b>will</b> receive the frozen death benefit if: * You die as an active employee or retiree as a result of illness or injury, including an on-the-job accidental injury; and * You have a TOE date of February 28, 1993 or earlier.</p> <p><b>Beneficiaries For Frozen Death Benefit</b> Mandatory beneficiaries for this benefit are: * Your spouse if living with you at the time of your death; * Your unmarried, dependent children up to age 23, or age 23 and older if disabled and incapable of self-support; or * A dependent parent living with you or in a separate household that you provide.</p>	<p><b>Important Provisions</b> (pg. 1 - Bates 0358)</p> <p>The following legal provisions need to be considered when reading and using this handbook: * <b>Amendments and termination:</b> Except where specifically provided otherwise, the Company and any of its affiliates reserve the right to amend or terminate any of the plans – with respect to all participant classes, retired or otherwise – without prior notice to or consultation with any participants, subject to applicable collective bargaining agreements.</p> <p><u>Plan Termination</u> (pp. 47-48 - Bates 0404-0405)</p> <p>. . . Essentially, in the event of a plan termination, the assets of the plan trust fund would first be allocated to pay benefits to participants and beneficiaries who are already receiving benefits under the plan at the time of termination or who had the right to receive such benefits immediately if they had retired prior to such time. . . After benefits are provided to participants or beneficiaries in this highest priority, remaining assets would be allocated to other participants or beneficiaries in certain other priority categories. . .</p>	<p><b>IF Plans End Or Change</b> (pg. 4 - Bates 0361)</p> <p>While the Company expects its plans to continue indefinitely, it reserves the right to end, suspend, or amend its plans at any time, in whole or in part, subject to any applicable collective bargaining agreements. The plans can also be changed retroactively if necessary or appropriate within applicable legal restrictions.</p>	<p><b>Important Provisions</b> (pg. 1 - Bates 0358)</p> <p>Because the <b>legal documents upon which this handbook are based can be difficult to understand</b>, an effort has been made to write this in non-technical language. <b>You will want to keep this handbook</b> where it will be readily available as a reference. <b>You should also keep copies of Benefits Bulletins and Company newspaper articles on benefits which are distributed from time to time</b> when certain aspects of your plan change or need additional clarification.</p> <p>The collective bargaining units negotiate benefits for active employees. Any negotiated changes to the U S WEST Pension Plan apply only to active employees – retirees and the associated retiree benefits are not subject to collective bargaining agreements.</p>
---	------------------	--	---	--	---	--	---

<p>January 1, 1997</p> <p><b>Note:</b></p> <p>This plan document was not executed until January 25, 1998 and the U S WEST's effort was to make it retroactive to January 1, 1997</p> <p>See pg. 147 - Bates 4143</p>	<p>3989-4227</p>	<p><b>Governing Document -</b></p> <p><b>U S WEST PENSION PLAN</b></p> <p><b>Amended and Restated Effective January 1, 1997</b></p>		<p><b><u>Section 7.3(a) Death After Retirement</u></b> (pg. 117-118 - Bates 4113-4114)</p> <p>If a Former Participant dies while such person is receiving (i) a service pension. . . or . . . (iii) a disability pension. . . dies while receiving such pension [a "Pensioner"]. . . the Committee, <b>shall authorize a Death Benefit</b> to be paid to the Beneficiary of the Pensioner. . .</p> <p><b><u>Section 7.4.(b) Mandatory Beneficiaries</u></b> (pg. 119 - Bates 4115)</p> <p>The Participant's (1) surviving Spouse if living with the Participant at the time of his death, (2) the unmarried child or children who are under the age of 23 years. . . or (3) a dependent parent who lives in the same household with the Participant or who lives in a separate household provided for the parent by the Participant <b>shall</b> receive the Accidental or Sickness Death Benefit provided for in this Article VII.</p> <p><b><u>Section 7.5 Method of Payment</u></b> (pg. 119 - Bates 4115) <u>Payment on Death of Employee or Pensioner.</u> The benefits under this Article VII shall be paid in a lump sum.</p> <p><b><u>Section 7.11 Termination of Death Benefits</u></b> (pg. 121 - Bates 4117) Notwithstanding any other provision of this Article VII, effective February 28, 1993, the provisions of this Article VII shall not apply to individuals first hired on or after March 1, 1993. . . Individuals who have a Term of Employment that includes any period prior to March 1, 1993. . . <b>shall be entitled to a frozen benefit</b> under this Article VII as of February 28, 1993.</p>	<p><b><u>Section 11.4 Amendment by U S WEST</u></b> (pp. 132-133 - Bates 4128-4129)</p> <p>U S WEST expects this Plan to be permanent, but as future conditions cannot be foreseen it reserves the right to amend the Plan at any time, without prior notice to anyone. The Plan may be amended by a writing. . . Amendments may modify the rights and interests of Employees who are Participants in the Plan at the time thereof as well as future Participants <b>but amendments may not diminish the accrued benefit (as defined in Section 411(d)(6) of the Code) of any Participant as of the effective date of such amendment.</b></p> <p><b><u>Section 11.2 Distribution on Plan Termination</u></b> (pp. 128-131 - Bates 4124-4127) . . .(ii) To make provision for the payment of death benefits attributable to deaths occurring prior to the date of termination which would have been payable from the Trust Fund, and for the payment, upon the death of retired employees who are on the pension roll as of the date of termination and of employees eligible as of that date for retirement, of death benefits which would have been payable from the Trust Fund, had the Plan not been so terminated.</p>	<p><b><u>Section 13.1 Right to Dismiss Employees</u></b> (pg. 139 - Bates 4135)</p> <p>U S WEST or any of its subsidiaries may terminate the employment of any Employees freely and with the same effect as if this Plan were not in existence. Participation in this Plan by an Employee shall not constitute an express or implied contract of employment between an Employee and U S WEST or any of its subsidiaries.</p>	<p><b><u>Section 1.0</u></b> (pg. 3 - Bates 3998)</p> <p><b>[Note: A more specific definition for "Accrued Benefit"]</b></p> <p><b>"Accrued Benefit"</b> means as to Occupational Employees, the benefit to which a Participant is entitled in accordance with Article V-A as of the applicable date of calculation, and as to Management Employees, the benefit to which a Participant is entitled under Article V-B, using Final Average Compensation and Pension Calculation as of the applicable date of calculation. . . Accrued Benefits <b>shall not include any benefits under Article VII [i.e., Pension Death Benefit]</b> or under Appendix J or any benefit which is not an accrued benefit under Section 411(d)(6) of the Code.</p>
--	------------------	---	--	--	--	--	--

<p>January 1, 1999</p> <p><b>Note:</b> This SPD was labeled for internal use only</p> <p>See pg. 76 - Bates 5607</p> <p>"Confidential - Internal Use Only Disclose and Distribute solely to U S WEST Employees. . . Last Update: January 1, 1999"</p>	<p>5532-5610</p>	<p><b>SPD - U S WEST Pension Plan</b></p> <p><b>(With Plan Amendments Through January 1, 1999)</b></p> <p><b>Note:</b> (p. 1- Bates 5532)</p> <p>"If you terminated employment before then [i.e., before January 1, 1999] the rules of the plan in effect at the time your employment ended govern your pension benefits. Your benefits are described in the SPD in effect at the time you terminated; thus, many of the rules in this SPD do not apply to you."</p>	<p><b>Plan Classification</b> (pg. 67 - Bates 5598)</p> <p>The plan is classified as both a pension plan and a welfare plan under the definitions of ERISA. In general it is a pension plan, specifically a "defined benefit plan." The Plan is also a "welfare plan" <b>solely to the extent it provides certain disability pensions / MDPP</b> [i.e., Modified Disability Pension Program] <b>payments and certain other death benefit payments directly out of operating expenses of the Participating Companies.</b></p> <p><b>Defined Benefit Plan</b> A "defined benefit plan" is a retirement plan that provides an explicit benefit determined by a formula based on factors such as compensation, age and service.</p> <p><b><u>PLAN IDENTIFICATION NUMBERS</u></b> (pg. M6 - Bates 508)</p> <p>005 512 524</p>	<p><b>Sickness and Accidental Death Benefits</b> (pg. 62-63 - Bates 5593-5594)</p> <p>If you have a TOE date before March 1, 1993, the plan <b>may</b> pay an additional sickness or accidental death benefit when you die if you are survived by a qualified beneficiary. . .</p> <p><b><u>Sickness Death Benefits</u></b> (pg. 63 - Bates 5594)</p> <p>If you are receiving a service pension as a monthly annuity and have a TOE date of February 28, 1993 or earlier, your qualified beneficiaries are eligible to receive a sickness death benefit of up to one year's pay. . .</p> <p><b><u>Lump Sum: Rollover Rules.</u></b> (pp 63-64 - Bates 5594-5595)</p> <p>The sickness death benefit (and accidental death benefit described below) is payable in a lump-sum payment. There are no other payment options available.</p>	<p><b>Plan Amendments</b> (pg. 68 - Bates 5599)</p> <p>U S WEST, Inc., reserves the right to amend this plan at any time. The plan may be amended by the Board of Directors of U S WEST. It may also be amended by the Employee Benefits Committee or other person(s) to the extent amendment authority has been delegated by the Board of Directors.</p> <p><b>Plan Termination</b> (pp. 68-69 - Bates 5599-5600)</p> <p>. . . Essentially, subject to ERISA, in the event of a plan termination, the assets of the plan trust fund would first be allocated to pay benefits to Participants and beneficiaries who are already receiving benefits under the plan at the time of termination or who had the right to receive such benefits immediately if they had retired prior to such time. . . After benefits are provided to participants or beneficiaries in this highest priority, remaining assets would be allocated to other Participants and beneficiaries in certain other priority categories. . .</p>	<p><b>Special Rule:</b> (pg. 4 - Bates 5535)</p> <p>It is expected that on December 15, 1998, the plan will transfer a small portion of its excess assets to the Company to help pay retiree health care expenses, as permitted by Section 420 of the Internal Revenue Code and Section XIV of the Plan (a "420 Transfer"). <b>Any</b> active participant in the plan who is employed on the date of the 420 Transfer or any <b>former participant who separated from service during the one-year period ending on the date of the 420 Transfer will become vested in his or her accrued benefit under the plan regardless of the participant's years of vesting service.</b> If a participant's accrued benefit becomes vested as a result of a 420 Transfer, any additional accrued benefits which the participant earns thereafter will also be fully vested. . .</p> <p><b>[NOTE:</b> This SPD contained a <i>new</i> section entitled]:</p> <p><b>DEFINITIONS - U S WEST PENSION PLAN</b> (pg. 71-76 - Bates 5602-5607))</p> <p>Set forth below are summaries of some important definitions as used in the plan.</p> <p>( <b>NOTE:</b> There is no definition to explain what an "<b>accrued</b>" benefit is).</p>	
---	------------------	--	--	---	---	---	--

<p>August 1, 1999</p> <p><b>Note:</b></p> <p>This version of the August 1, 1999 SPD was placed in the “U S WEST Benefits” Handbook distributed only to active U S WEST Employees</p>	<p>0001-0079</p>	<p><b>SPD - U S WEST Pension Plan</b></p> <p><b>(With Plan Amendments Through January 1, 1999)</b></p> <p><b>Note:</b> (p. 175 - Bates 0009)</p> <p><b>“If you terminated employment before then [i.e., before January 1, 1999] the rules of the plan in effect at the time your employment ended govern your pension benefits.”</b></p>	<p><b>What type of plan is the Pension Plan?</b> (pg. 232 - Bates 0066)</p> <p>The Plan is classified as a pension plan, a welfare plan and an excess plan under the definitions of ERISA. In general it is a pension plan, specifically a “defined benefit plan.” A “defined benefit plan” is a retirement plan that provides an explicit benefit determined by a formula based on factors such as compensation, age and service. The Plan is a “welfare plan” to the extent it provides certain disability pensions, MDPP [i.e., Modified Disability Pension Program] and certain other death benefit payments. The Plan is an “excess plan” to the extent it provides certain benefits in excess of certain IRS limits directly out of operating expenses of the Participating Companies.</p> <p><b><u>PLAN IDENTIFICATION NUMBERS</u></b> (pg. M6 - Bates 508)</p> <p><b>005 512 524</b></p>	<p><b>Who is eligible for a Sickness Death Benefit?</b> (pg. 209 - Bates 0043)</p> <p>If you meet the age and service eligibility criteria listed in the following table (the “Modified Rule of 75”) and have a TOE date before March 1, 1993, you <b>may</b> be eligible for a sickness death benefit from the Plan. . .</p> <p>If you die solely as a result of sickness or injury while you are an active employee, or while you are receiving a service pension as a monthly annuity, your <u>qualified</u> beneficiaries are eligible to receive a sickness death benefit of up to one year’s pay (frozen as of March 1, 1993).</p> <p><b>How is the Sickness Death Benefit paid?</b> (pg. 210 - Bates 0044)</p> <p>The Sickness Death Benefit is payable in a lump-sum payment after your death. There are no other payment options available unless you are a Management Employee who meets the Modified Rule of 75.</p> <p><b>What payment options are available under the Sickness Death Benefit if I am a Management Employee who is service pension eligible?</b> If you are a Management Employee with a TOE of February 28, 1993 or earlier, meet the Modified Rule of 75, and elect a lump-sum or annuity/lump-sum distribution of your pension benefit at termination of employment, the present value (based on certain assumptions set forth in the plan) of the Sickness Death Benefit is paid as part of the lump-sum distribution. For this purpose, the lump sum equivalent uses a factor that assumes that the participant will be survived by a qualified beneficiary.</p>	<p><b>Can the Plan be amended?</b> (pg.232 - Bates 0066)</p> <p>U S WEST, Inc., reserves the right to amend this Plan at any time. The Plan may be amended by the Board of Directors of U S WEST. It may also be amended by the Employee Benefits Committee or other person(s) to the extent amendment authority has been delegated by the Board of Directors.</p> <p><b>What happens if the Plan is terminated?</b> (pg. 233 - Bates 0067)</p> <p>. . . Essentially, subject to ERISA, in the event of a Plan termination, the assets of the Plan trust fund would first be allocated to pay benefits to Participants and beneficiaries who are already receiving benefits under the plan at the time of termination or who had the right to receive such benefits immediately if they had retired prior to such time. . . After benefits are provided to participants or beneficiaries in this highest priority, remaining assets would be allocated to other Participants and beneficiaries in certain other priority categories. . .</p>	<p><b>Situations Affecting Your Benefits</b> (pg. 243 - Bates 0077)</p> <p><b>If Plans End Or Change</b></p> <p>While the Company expects its plans to continue indefinitely, it reserves the right to end, suspend, or amend its plans at any time, in whole or in part, subject to any applicable collective bargaining agreements. The plans can also be changed retroactively if necessary or appropriate within applicable legal restrictions.</p> <p><b>What special rules apply to section 420 transfers?</b> (pg. 219 - Bates 0053)</p> <p>The Plan may transfer a small portion of its excess assets to special accounts in the plan to help pay retiree health care expenses, as permitted by Section 420 of the Internal Revenue Code and Section XIV of the Plan (a “420 Transfer”). <b>Any</b> active participant in the plan who is employed on the date of the 420 Transfer or any <b>former participant who separated from service during the one-year period ending on the date of the 420 Transfer will become vested in his or her accrued benefit under the plan regardless of the participant’s years of vesting service.</b> If a participant’s accrued benefit becomes vested as a result of a 420 Transfer, any additional accrued benefits which the participant earns thereafter will also be fully vested. . .</p>	
--	------------------	--	--	---	--	---	--

<p>January 1, 2001</p> <p><b>Note:</b></p> <p>This plan document was not executed until December 19, 2002 and the QWEST's effort was to make it retroactive to January 1, 2001</p> <p>See pg. 183 - no Bates No.</p>	<p>no Bates Nos.</p>	<p><b>Governing Document - QWEST PENSION PLAN</b></p> <p><b>Amended and Restated Effective January 1, 2001</b></p>		<p><b><u>Section 7.3(a) Death After Retirement</u></b> (pg. 117-118 - Bates 4113-4114)</p> <p>If a Former Participant dies while such person is receiving (i) a service pension. . . . (iii) a disability pension. . . the Committee, <b>shall authorize a Death Benefit</b> to be paid to the Beneficiary of the Pensioner. . .</p> <p><b><u>Section 7.4.(b) Mandatory Beneficiaries</u></b> (pg. 149 - no Bates No.)</p> <p>The Participant's (1) "eligible surviving Spouse," (2) "eligible dependent children," or (3) "eligible dependent parent," as each of those terms is defined in Appendix L, <b>shall</b> receive the Accidental or Sickness Death Benefit provided for in this Article VII.</p> <p><b><u>Section 7.5 Method of Payment</u></b> (pg. 149 - no Bates No.)</p> <p><u>Payment on Death of Employee or Pensioner.</u> The benefits under this Article VII shall be paid in a lump sum.</p> <p><b><u>Section 7.11 Termination of Death Benefits</u></b> (pg. 151 - no Bates No.)</p> <p>Notwithstanding any other provision of this Article VII, effective February 28, 1993, the provisions of this Article VII shall not apply to individuals first hired on or after March 1, 1993. . . Individuals who have a Term of Employment that includes any period prior to March 1, 1993. . . <b>shall be entitled to a frozen benefit</b> under this Article VII as of February 28, 1993.</p>	<p><b><u>Section 11.4 Amendment by the Company</u></b> (pg. 162 - no Bates No.)</p> <p>The Company expects this Plan to be permanent, but as future conditions cannot be foreseen it reserves the right to amend the Plan at any time, without prior notice to anyone. The Plan may be amended by a writing. . . Amendments may modify the rights and interests of Employees who are Participants in the Plan at the time thereof as well as future Participants <b>but amendments may not diminish the accrued benefit (as defined in Section 411(d)(6) of the Code) of any Participant as of the effective date of such amendment.</b></p> <p><b><u>Section 11.2 Distribution on Plan Termination</u></b> (pp. 158-159 - no Bates No.)</p> <p>. . .(ii) To make provision for the payment of death benefits attributable to deaths occurring prior to the date of termination which would have been payable from the Trust Fund, and for the payment, upon the death of retired employees who are on the pension roll as of the date of termination and of employees eligible as of that date for retirement, of death benefits which would have been payable from the Trust Fund, had the Plan not been so terminated.</p>	<p><b><u>Section 13.1 Right to Dismiss Employees</u></b> (pg. 169 - no Bates No.)</p> <p>the Company or any of its subsidiaries may terminate the employment of any Employee as freely and with the same effect as if this Plan were not in existence. Participation in this Plan by an Employee shall not constitute an express or implied contract of employment between an Employee and the Company and any of its subsidiaries.</p>	<p><b><u>Section 1.0</u></b> (pg. 4 - no Bates No.)</p> <p><b>[Note: An even more specific definition for "Accrued Benefit"]</b></p> <p><b>"Accrued Benefit"</b> means (1) as to Occupational Employees, the benefit to which a Participant is entitled in accordance with Article V-A as of the applicable date of calculation, and (2) as to Management Employees, the benefit to which a Participant is entitled under Article V-B, V-D and/or V-E, using Final Average Compensation and Pension Calculation Service, Percentage Credits, Compensation Credits and Interest Credits as of the applicable date of calculation. . . <b>Accrued Benefits shall not include any benefits under Article VII [i.e., Pension Death Benefit]</b> or under Appendix J, under Appendices M, O, P, Q, R, S or T (or any similar appendix) or any benefit which is not an accrued benefit under Section 411(d)(6) of the Code.</p>
--	----------------------	--	--	---	---	---	---

<p>January , 2001</p> <p><b>Note:</b></p> <p>This SPD Was Not Distributed until April 2003</p>	<p>5444-5531</p>	<p><b>SPD - Qwest Pension Plan (With Plan Amendments Through January 1, 2003)</b></p> <p><b>Note:</b> (p. 2 - Bates 5453)</p> <p><b>“If you terminated employment before January 1, 2001, the rules of the Plan in effect at the time your employment ended govern your pension benefits.”</b></p>	<p><b>What type of plan is the Plan?</b> (pg. 69 - Bates 5520)</p> <p>In general, it is a pension plan, specifically a “defined benefit plan.” A “defined benefit plan” is a retirement plan that provides an explicit benefit determined by a formula based on factors such as compensation, age and/or service. The DLS formula is a pension equity formula and the Account Balance formula is a cash balance formula. The Plan document also contains a “welfare plan” to the extent certain death benefit payments from insurance policies. The Plan document also contains an “excess plan” to the extent it provides certain benefits in excess of certain IRS limits directly out of operating expenses of the Participating Companies.</p> <p><b>Plan Number:</b> (pg. 2 - Bates 5453)</p> <p><b>005 512</b></p>	<p><b>Who is eligible for a Sickness Death Benefit?</b> (pg. 44 - Bates 5495)</p> <p>If you meet the age and service eligibility criteria listed in the following table (the “Modified Rule of 75”) and have a TOE date before March 1, 1993, you <b>may</b> be eligible for a sickness death benefit from the Plan. . .</p> <p>If you die while you are an active employee . . . or while you are receiving a service pension as a monthly annuity (unless you elected a partial lump sum option), your <u>qualified</u> beneficiaries are eligible to receive a Sickness Death Benefit equal to one year’s pay (frozen as of March 1, 1993).</p> <p><b>How is the Sickness Death Benefit paid?</b> (pg. 44 - Bates 5495)</p> <p>Except as described below, the Sickness Death Benefit is payable in a lump-sum payment after your death. There are no other payment options available.</p> <p><b>What happens if I am service pension eligible and elect a lump sum (or partial lump sum) pension benefit?</b> (pg. 44- Bates 5495)</p> <p>If you are a Participant with a TOE of February 28, 1993 or earlier, qualify for a service pension (or meet the Modified Rule of 75), and elect a lump-sum or annuity/lump-sum distribution of your pension benefit at termination of employment, the present value (based on certain assumptions set forth in the Plan) of the Sickness Death Benefit is paid as part of the lump-sum distribution. For this purpose, the lump sum equivalent uses a factor that assumes that the participant will be survived by a qualified beneficiary. No further Sickness Death Benefit is payable at the time of death or if you are reemployed [by Qwest].</p>	<p><b>Introduction</b> (pg. 1 - Bates 5452)</p> <p>. . . The Company has the right to change, modify, discontinue or terminate the Plan and the benefits under the Plan at any time without prior notice.</p> <p><b>Can the Plan be amended?</b> (pg. 69 - Bates 5520)</p> <p>Qwest Communications International, Inc. as Plan sponsor, reserves the right to amend this Plan at any time. for any reason, including changing, reducing or eliminating or more fo the Plan’s benefit formulas. The Plan may be amended by the Board of Directors of Qwest Communications International Inc. It may also be amended by the Plan Design Committee or other person(s) to the extent amendment authority has been delegated by the Board of Directors.</p> <p><b>What happens if the Plan is terminated?</b> (pg. 70 - Bates 5521)</p> <p>. . . Essentially, subject to ERISA, in the event of a Plan termination, the assets of the Plan trust fund would first be allocated to pay benefits to Participants and beneficiaries who are already receiving benefits . . . After. .remaining assets would be allocated to other Participants and beneficiaries in certain other priority categories. . .</p>	<p><b>How do section 420 transfers impact vesting?</b> (pg. 7 - Bates 5458)</p> <p>The Plan may transfer a small portion of its excess assets to special accounts in the Plan to help pay retiree health care expenses, as permitted by Section 420 of the Internal Revenue Code and Section XIV of the Plan (a “420 Transfer”). <b>Any</b> Active Participant in the plan who is employed on the date of the 420 Transfer or any former participant who separated from service during the one-year period ending on the date of the 420 Transfer <b>will become vested in his or her accrued benefit under the Plan regardless of the participant’s years of vesting service.</b> If a participant’s accrued benefit becomes vested as a result of a 420 Transfer, any additional accrued benefits that the participant earns thereafter will also be fully vested. . .</p> <p><b>[NOTE:</b> This SPD also contains]: <b>DEFINITIONS - QWEST PENSION PLAN</b> (pg. 75-79 - 5526-5530)</p> <p>Set forth below are summaries of some important definitions as used in the Plan.</p> <p>( <b>NOTE:</b> There is no definition to explain what an <b>“accrued”</b> benefit is).</p>	
--	------------------	--	--	---	--	--	--

## The *Evolution* of the ‘Reservation of Rights’ Clause - In the Master/Governing Plan Document

**October 1, 1980 until January 1, 1984** (AT&T - plan sponsor)

Section 4.8 Pension Funding Policy and Method . . . **The Bell System [and Management] Pension Fund shall be held by a trustee or trustees or an insurance company or companies as permitted by law for pension and death benefit purposes only** and shall be disbursed as directed by the Company or any other Participating Company, as applicable, from time to time. The Company undertakes to preserve the integrity of the Bell System Management Pension Fund as a fund held in trust or by an insurance company or companies as permitted by law **to be applied solely to pension and death benefit purposes and to take such action as may be necessary or appropriate to insure the application of the entire fund to such purposes.**

Section 10 Change in Plan. The Committee. . . may from time to time make changes in the Plan set forth in this document, and the Company may terminate said Plan, but such **changes or termination shall not affect the rights of any employee, without his consent, to any benefit or pension to which he may have previously become entitled hereunder.**

**January 1, 1984 until December 29, 1994** (U S WEST - plan sponsor)

Section 4.8 Pension Funding Policy and Method . . . **The Company undertakes to preserve the integrity of the U S WEST Pension Fund as a fund held in trust** or by an insurance company or companies as permitted by law **to be applied solely to pension and death benefits purposes** and to take such action as may be necessary or appropriate to insure the application of the entire fund to such purposes.

Section 10 Change in Plan. The Committee, with the consent of the Chairman of the Board or, at any time when there is no Chairman of the Board, the President, and subject to the approval of the Board of Directors (or without such approval in the case of changes which, in the opinion of the Committee, are dictated by the requirements of federal or state statute applicable to the Company or to other Participating Companies or authorized or made desirable by such statutes) may from time to time make changes in the Plan as set forth in this document, and the Company may terminate said Plan, but such **changes or termination shall not affect the rights of any employee, without his consent, to any benefit or pension to which he may have previously become entitled hereunder.**

**December 29, 1994** (document was executed December 29, 1994 to be effective January 1, 1993<sup>1</sup>) (U S WEST - plan sponsor)

Section 11.4 Amendment by the Company. U S WEST expects this Plan to be permanent, but as future conditions cannot be foreseen it reserves the right to amend the Plan at any time, without prior notice to anyone. The Plan may be amended by a writing approved by U S WEST's Board of Directors and signed on behalf of U S WEST by an officer of U S WEST duly authorized by the Board of Directors. The Plan may also be amended in writing by the Committee to the extent authority to amend the Plan has been delegated to the Committee by the Board of Directors. Each amendment shall be effective on such date as U S WEST or its delegee may determine. No amendment or modification that affects the rights, powers, privileges, immunities or obligations of the Trustee may be made without the consent of the Trustee. **Amendments may modify the rights and interests of Employees who are Participants in the Plan at the time thereof as well as future Participants but amendments may not diminish the accrued benefit of any Participant as of the effective date of such amendment** or divert any funds in the Trust to purposes other than for the exclusive benefit of Participants and their beneficiaries.

**Note:** *New Definition* - Section 1.0 "Accrued Benefit" means as to Occupational Employees, the benefit to which a Participant is entitled in accordance with Article V-A as of the applicable date of calculation, and as to Management Employees, the benefit to which a Participant is entitled under Article V-B, using Final Average Compensation and Pension Calculation as of the applicable date of calculation.

**Note:** *New provision about the "Frozen" Pension Death Benefit* - Section 7.11 Method of Payment Effective February 28, 1993, the provisions of this Article VII shall not apply to individuals first hired on or after March 1, 1993. . . Individuals who have a Term of Employment that includes any period prior to March 1, 1993. . . **shall be entitled to a frozen benefit** under this Article VII as of February 28, 1993.

---

<sup>1</sup> Effective January 1, 1993 the U S WEST Pension Plan and the U S WEST Management Pension Plan were merged into a single pension plan.

**January 25, 1998**

(document was executed January 25, 1998 to be effective January 1, 1997<sup>2</sup>)

**(U S WEST - plan sponsor)**

Section 11.4 Amendment by the Company. The Company expects this Plan to be permanent, but as future conditions cannot be foreseen it reserves the right to amend the Plan at any time, without prior notice to anyone. The Plan may be amended by a writing approved by the Company's Board of Directors and signed on behalf of the Company by an officer of the Company duly authorized by the Board of Directors. The Plan may also be amended in writing by the Committee to the extent authority to amend the Plan has been delegated to the Committee by the Board of Directors. Each amendment shall be effective on such date as the Company or its delegee may determine. No amendment or modification that affects the rights, powers, privileges, immunities or obligations of the Trustee may be made without the consent of the Trustee. **Amendments may modify the rights and interests of Employees who are Participants in the Plan at the time thereof as well as future Participants but amendments may not diminish the accrued benefit (as defined in Section 411(d)(6) of the Code) of any Participant as of the effective date of such amendment.**

Note: Section 1.0 definition of "Accrued Benefit" was modified to state: . . . Accrued Benefits shall not include any benefits under Article VII [i.e., Pension Death Benefits] or under Appendix J or any benefit which is not an accrued benefit under Section 411(d)(6) of the Code.

---

<sup>2</sup> Effective January 1, 1997, the pension plan was amended to allow for lump sum distributions, including reduced present value of the Pension Death Benefit.

**June 12, 1998**

**(U S WEST - plan sponsor)**

Section 11.4 Amendment by the Company. The Company expects this Plan to be permanent, but as future conditions cannot be foreseen it reserves the right to amend the Plan at any time, without prior notice to anyone. The Plan may be amended by a writing approved by the Company's Board of Directors and signed on behalf of the Company by an officer of the Company duly authorized by the Board of Directors. The Plan may also be amended in writing by the Committee to the extent authority to amend the Plan has been delegated to the Committee by the Board of Directors. Each amendment shall be effective on such date as the Company or its delegee may determine. No amendment or modification that affects the rights, powers, privileges, immunities or obligations of the Trustee may be made without the consent of the Trustee. **Amendments may modify the rights and interests of Employees who are Participants in the Plan at the time thereof as well as future Participants but amendments may not diminish the accrued benefit (as defined in Section 411(d)(6) of the Code) of any Participant as of the effective date of such amendment.**

**December 19, 2002**

(executed December 19, 2002 to be effective January 1, 2001<sup>3</sup>)

**(Qwest - plan sponsor)**

Section 11.4 Amendment by the Company. The Company expects this Plan to be permanent, but as future conditions cannot be foreseen it reserves the right to amend the Plan at any time, without prior notice to anyone. The Plan may be amended by a writing approved by the Company's Board of Directors and signed on behalf of the Company by an officer of the Company duly authorized by the Board of Directors. The Plan may also be amended in writing by the Plan Design Committee or other persons(s) to the extent authority to amend the Plan has been delegated to the Plan Design Committee or such person(s) by the Board of Directors. Each amendment shall be effective on such date as the Company or its delegee may determine. No amendment or modification that affects the rights, powers, privileges, immunities or obligations of the Trustee may be made without the consent of the Trustee. **Amendments may modify the rights and interests of Employees who are Participants in the Plan at the time thereof as well as future Participants but amendments may not diminish the accrued benefit (as defined in Section 411(d)(6) of the Code) of any Participant as of the effective date of such amendment.**

---

<sup>3</sup> Effective January 1, 2001 the pension plan was renamed the Qwest Pension Plan.