

<b>DISTRICT COURT, OTERO COUNTY, COLORADO</b> Otero County Courthouse 13 W. 3rd Street, Room 207 La Junta, CO 81050-1536	<b>FILED IN COMBINED COURT OTERO COUNTY, COLO.</b>  <b>JUN 22 2005</b>
<b>Plaintiffs:</b> <b>WESLEY COLVIN</b>  v.  <b>Defendants:</b> <b>QWEST COMMUNICATIONS INTERNATIONAL, INC. AND QWEST TELEPHONE CONCESSION PLAN</b>	
<b>FINAL JUDGMENT APPROVING SETTLEMENT, AWARDING ATTORNEYS' FEES AND COSTS, AND TERMINATING LITIGATION</b>	

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

**THE COURT HEREBY FINDS THAT:**

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

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

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

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

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

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

**THE COURT HEREBY ORDERS, ADJUDGES AND DECREES THAT:**

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

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

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

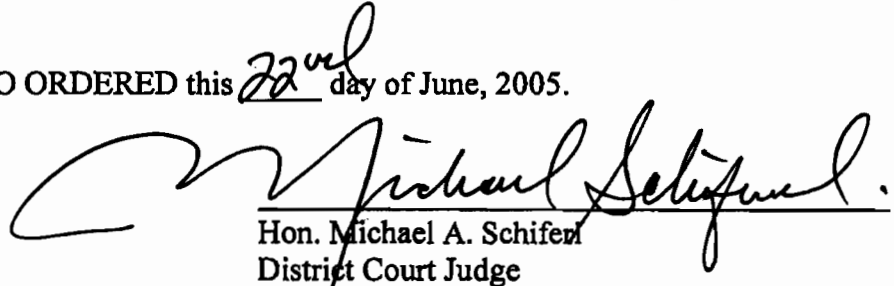
9. A Notice of Settlement, in the form attached to this Order, shall be sent within 30 days after the Effective Date of the Settlement Agreement to all members of the Settlement Class as defined above ("Settlement Class Members").

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

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

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

IT IS SO ORDERED this 22<sup>nd</sup> day of June, 2005.

  
\_\_\_\_\_  
Hon. Michael A. Schifer  
District Court Judge

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

**THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ CAREFULLY.**

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

**I. Who Is Included?**

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

**II. What Settlement Benefits Are Potentially Available to Me?**

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

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

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

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

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

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

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

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

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

Michael A. Schiferl, Otero County District Judge

## CLAIM AND RELEASE

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

### CLAIM

Please provide the following information:

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Last Name: \_\_\_\_\_

Primary Residence Street Address: \_\_\_\_\_

P.O. Box: \_\_\_\_\_ City/Town: \_\_\_\_\_ State: \_\_\_\_\_

Primary Residence Tel. No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Very Important! Please Check One of the Following:**

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

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

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

### RELEASE

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

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

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

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_, 2005.