

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

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ CAREFULLY.

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

I. Who Is Included?

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

II. The Action

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

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

III. Description of the Proposed Settlement Benefits

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

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

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

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

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

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

V. Exclusion from the Class

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

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

VI. Settlement Approval Hearing

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

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

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

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

VII. Other Information

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

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

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

Direct all questions regarding this notice to:

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

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

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

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

Michael A. Schiferl, Otero County District Judge

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

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Rust Consulting, Inc.