

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 November 22, 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.

Under the Settlement Agreement, any right you had to receive reimbursement for any long distance service provided by AT&T terminated on August 8, 2005. Nevertheless, if you follow the procedures discussed above and (1) *timely submit the attached Claim and Release form and (2) after receiving a letter from Qwest acknowledging receipt of your claim form and directing you to call a toll free telephone number, you timely make the call in order to switch to Qwest long distance service, Qwest will still reimburse your AT&T long distance charges in an amount consistent with existing practice through the date you switch to Qwest long distance.*

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

123456789 - <<seq>>

<<Name>>

<<Address1>>

<<Address2>>

<<City, State Zip Code>>

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 November 22, 2005 to:

**Claims Manager, Colvin v. Qwest
P.O. Box 1772
Faribault, MN 55021-1772**

Please provide the following information:

Corrections to the above
name/address (if any):

Primary Residence

Telephone Number: (____) _____ - _____

***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.

Please Note: Under the Settlement Agreement, any right you had to receive reimbursement for any long distance service provided by AT&T terminated on August 8, 2005. Nevertheless, if you follow the procedures discussed above and (1) timely submit this Claim and Release form and (2) after receiving a letter from Qwest acknowledging receipt of this form and directing you to call a toll free telephone number, you timely make the call in order to switch to Qwest long distance service, Qwest will still reimburse your AT&T long distance charges in an amount consistent with existing practice through the date you switch to Qwest long distance.

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Very Important! Please read, sign and date the following 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.e.*, payment of \$300 plus free Qwest long distance as specified in 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:
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