DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO Denver City and County Building 1437 Bannock St. Denver, CO 80202	▲ COURT USE ONLY ▲
Plaintiffs: **ADELE BRODY**, et al., On Behalf of Themselves and All Others Similarly Situated. v. **Defendants: PETER S. HELLMAN, JERRY COLANGELO, SOLOMON D. TRUJILLO, MANUEL A. FERNANDEZ, DR. CRAIG R. BARRETT, FRANK P. POPOFF, MARILYN CARLSON NELSON, HANK BROWN, GEORGE J. HARAD, LINDA G. ALVARADO, QWEST COMMUNICATIONS INTERNATIONAL, INC. and JOSEPH P. NACCHIO**,	Case Number: **00-CV-4142** Ctrm.: **1**
(Attorney for Objectors-Intervenors) ASSOCIATION OF U S WEST RETIREES, ELDON H. GRAHAM, HAZEL A. FLOYD and MARY M. HULL) Curtis L. Kennedy 8405 E. Princeton Ave. Denver, CO 80237-1741 Phone: (303) 770-0440) Fax: (303) 843-0360 Email: CurtisLKennedy@aol.com Atty. Reg. #: 12351	

NOTICE OF OBJECTIONS and MOTION FOR INTERVENTION

OBJECTORS ELDON GRAHAM, HAZEL FLOYD and MARY M. HULL, by and through their counsel, hereby object to the proposed settlement, move for leave to intervene, and state as follows:

Introduction.

1. This is a class action on behalf of the public stockholders of the former U S WEST, Inc. against U S WEST's former directors, Qwest Communications International, Inc., and Joseph P. Nacchio, a former director and former CEO of Qwest. In this case, the alleged unlawful conduct concerns the non-payment of U S WEST's Second Quarter 2000 dividend to shareholders of record. In the Amended Complaint, Plaintiffs have brought a class action for breach of contract, breach of third-party beneficiary contract, breach of fiduciary duty, aiding and abetting a breach of fiduciary duty, and commission of ultra vires acts. The case has been class certified for the following: "The last U S WEST common stock shareholders of record before the U S WEST - Qwest merger closed on June 30, 2000. Excluded from the class are defendants and any person affiliated with or related to any defendant." (Courts' Order of February 8, 2005, *nunc pro tunc*, January 31, 2005).

2. In June 2005, on the eve of trial of this case, the parties agreed to cancel the trial and enter into a settlement agreement. On June 20, 2005, the parties executed a "Stipulation of Settlement." There will be a Settlement Fund established in the amount of $50 million. The Settlement Fund will first be used to pay the expenses of sending out the class notice and claim form. Then, the Settlement Fund will be used to pay the attorneys' fees. The attorneys are asking for $15 million in fees, plus $1.7 million for expenses and costs. Then, the Settlement Fund will be used to pay expenses of administration. After all that money is spent, what's left will be distributed to class members who submit timely claims by October 3, 2005.

3. **There will be a hearing on Tuesday, August 30, 2005, at 9:00 a.m. in Courtroom 1, Denver District Court, 1437 Bannock Street, Denver, CO to determine the fairness of the proposed settlement**.

4. OBJECTORS contend the proposed settlement is inadequate, since none of the Settlement Fund was created from the personal assets of any of the individual Named Defendants, including Joseph Nacchio. Furthermore, OBJECTORS object on the basis that the fee requested - $15 million - is outrageous. OBJECTORS seek to intervene to protect their interests and they seek an order substantially limiting attorney's fees to a reasonable lodestar amount.

Background.

5. Each objector is a shareowner of securities issued by the former U S WEST, Inc. The Association of U S WEST Retirees (AUSWR) [1] is a non profit organization of retirees and last owner of record of at least 100 shares of U S WEST common stock. At the time of the U S WEST - Qwest merger, Eldon Graham was last owner of record of at least 1,300 shares of U S WEST common stock. At the time of the U S WEST - Qwest merger, Hazel Floyd was last owner of record of at least 160 shares of U S WEST common stock. Likewise, at the time of the U S WEST - Qwest merger, Mary M. Hull was last owner of record of at least 100 shares of U S WEST common stock. Each named OBJECTOR is a member of the class as defined by this

[1] **The official website for the Association of U S WEST Retirees (www.uswestretiree.org) reports that it is the umbrella organization of six retiree groups within the former U S WEST area consisting of fourteen states. The organization was formed in August 1999 following the formation of the five state Northwestern Bell Group. Other groups date back to 1993. The Board of directors of AUSWR consists of leaders of the six organizations.**

Court's order and each OBJECTOR has standing to challenge or advocate for changes in the proposed settlement. [2]

6. This action was filed on June 21, 2000. The lawsuit claims U S WEST changed the date of record for shareholders in order to avoid paying out its second-quarter 2000 dividend. At issue is $273 million in second quarter year 2000 dividend payments. The Amended Complaint claims U S WEST changed the date by which shareholders, including OBJECTORS, would receive a dividend payment, and that change was made after the company learned its merger with Qwest would close by early July 2000. U S WEST shareholders owning common stock as of June 30, 2000 were scheduled to receive a quarterly dividend of 53.5 cents per share, according to the formal announcement made by the company on June 5, 2000. [3] This announcement created an enforceable contract to pay the dividend on August 1, 2000 and gave rise to a debt owed by U S WEST to its shareholders, including OBJECTORS.

7. The next day, on June 6, 2000, both Qwest and U S WEST officers learned that the State of Minnesota utilities regulators had approved the U S WEST - Qwest merger, making it likely the merger could close immediately after the July 4 weekend, and they could avoid paying a declared dividend by simply moving the record date by a few days. The Amended Complaint alleges that the named Defendants engaged in conduct that breached a fiduciary duty and breached a contract with the shareholders. Plaintiffs allege that upon pressure from Qwest

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2 **These objections are timely filed by the due date, Tuesday, August 9, 2005.**

3 **U S WEST had declared a dividend in that approximate amount for each quarter since the first quarter of year 1993. Countless shareholders, many of whom are retirees, became accustomed to and financially dependent upon the payment of this expected dividend.**

officials, particularly Qwest CEO Joseph Nacchio, U S WEST officials agreed to announce that the June 30, 2000 date for paying the dividend was incorrect and that the correct record date was July 10, 2000.

8. On June 7, 2000, U S WEST made a formal announcement that the dividend would be payable to shareholders of record on July 10, not June 30, while knowing the merger would likely take effect prior to July 10 and there would no longer be U S WEST shareholders of record as of July 10, 2000. The Amended Complaint alleges the purpose of this change of dividend payment date was to assure that the dividend would not be payable at all, since U S WEST would be merged out of existence and there no longer would be shareholders of record as of July 10, 2000.

9. Indeed, the Amended Complaint contends Defendants *scrambled* to get the merger completed and take effect as of June 30, 2000, and, thus, the Second Quarter 2000 dividend, which would have totaled $273 million, was never paid. The newly merged surviving company - Qwest - enjoyed a windfall savings of $273 million. This lawsuit was commenced and is now being settled for $50 million, less fees and expenses of at least $16.7 million, plus the costs of sending out class notice and claim forms and the cost of administering the Settlement Fund. While the attorneys seek to make multi-millions of dollars, the class of shareholders, including OBJECTORS, stand to receive less than ten (10 ¢) cents per share.

10. Significantly, the source of the Settlement Fund is not the individual multi-millionaire defendants, but QWEST. Most of the monies are coming out of a $200 million insurance Settlement Fund Qwest reached on November 14, 2003, with all of the company's

liability insurance carriers. The rest of the Settlement Fund is coming from some of U S WEST's liability insurance carriers. But, not one dollar is being recovered from Named Defendants. Therefore, OBJECTORS object and ask this Court to deny final approval of the proposed settlement.

Although the Amended Complaint States That Almost $273 Million in Damages is Sought from Named Defendants, the Proposed Settlement Agreement Proves That Not Even One Dollar Will Be Paid by a Single Named Defendant.

11. Named Plaintiff's counsel filed this lawsuit contending that misconduct and self-dealing on the part of various Named Defendants caused the class of shareholders to lose out on payment of a dividend equal to just over fifty-three (53 ¢) cents pers share, while the named defendants became obscenely enriched by capitalizing on the merger transaction. (See Amended Complaint, ¶ 48 - reporting that high-ranking officers and directors of Qwest and U S WEST realized gains from stock options collectively worth $135 million, including Sol Trujillo's personal gain of over $17.5 million). The lawsuit contends Named Defendants favored their own interests over the interests of U S WEST shareholders. (Amended Complaint ¶ 77).

12. Curiously, despite making the steadfast contention that individual Named Defendants, including Joseph Nacchio, were a substantial source of funds to pay any judgment or settlement, Named Plaintiffs and their counsel, stuck Qwest with the entire tab for settlement. This occurred even though only one of the pending claims was directed at Qwest alone - Plaintiff's Second Claim for Relief, for breach of a third-party beneficiary contract. Thus, the assets of Qwest could not be the single source of recovery in this case unless Plaintiffs were only

able to obtain judgment against Qwest on the Second Claim for Relief and failed to recover on any other claim.

13. OBJECTORS object because Qwest is the single source of recovery and the parties offer no explanation in the "Notice of Settlement of Class Action" of the reason *no* monetary recovery has been or can be obtained from individual Named Defendants. The class notice only states a generic excuse in support of the settlement, to-wit:

> "The Class Representatives believe that the proposed Settlement is the best available and is in the best interests of the Class. There are significant risks associated with continuing to litigate and proceeding to trial. For example, the Class faced the danger that the Class would not have prevailed on their claims against the Defendants at trial, in which case the Class would receive nothing. Further had the case proceeded to trial and assuming the Class Representatives had been able to establish liability of the Defendants, the amount of damages recoverable by Class members would have been subject to rigorous attack by the Defendants. The proposed Settlement eliminates these risks and provides an immediate recovery for Class Members."

Indeed, the above quoted provision from the class notice is simply typical boilerplate language.

14. No where in the "Notice of Settlement of Class Action" do Named Plaintiffs and their counsel reveal any factual basis to buttress its decision to settle all claims for only $50 million which comes, not from Named Defendants, but from insurance funds already made available to QWEST. [4] Since no sworn testimony supports the proposed settlement, the agreement should be scrutinized and this Court should allow OBJECTORS to intervene so as to conduct independent discovery of both the merits of the proposed settlement and the basis for

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[4] **In reality, when one subtracts the $16.7 million fees and costs, plus interest that Named Plaintiffs' counsel hope to recover, the settlement boils down to less than $33.3 million. And, even that amount will be reduced by the costs of administering the claims process, leaving shareholders of record with less than 10 ¢ per share owned.**

Named Plaintiff's attorney's fee request. See *In re Gen. Motors Corp., Engine Interchange Litig.*, 594 F. 2d 1106, 1126 (7th Cir. 1979) (ruling the trial court should have allowed objectors to conduct discovery on fairness of alleged settlement).

15. None of the parties herein can claim prejudice and undue delay on the part of OBJECTORS, as they did not have notice of this pending lawsuit until after receiving the class-wide written notice. Moreover, Named Plaintiffs' counsel have not yet revealed *any* information about their attorney's fees time records and the expenses incurred in this case and they don't plan to disclose anything until a week or less before the August 30, 2005 Final Hearing on Fairness. OBJECTORS are timely seeking Intervention and objecting herein.

There Has Been Inadequate Disclosure of the Terms of Settlement and Administration of the Settlement Fund.

16. OBJECTORS further object on the basis that there has been inadequate disclosure of the terms of the proposed settlement. The written notice sent to OBJECTORS and other shareowners does not reveal the source of the $50 million Settlement Fund of which almost half is being paid by insurers. While the notice of settlement need not give all the details of settlement, it must "fairly apprise" the class members of the terms of the proposed settlement and their options. *Gottlieb v. Wiles,* 11 F.3d 1004, 1013 (10th Cir. 1999).

17. The notice is inadequate because it fails to inform class members that there is no agreement among the parties as to the amount of attorney's fees Named Plaintiffs' counsel can seek and there is no cap. Furthermore, the notice fails to reveal that Named Plaintiffs' counsel, who, now, are seeking to recover about $16.7 out of the Settlement Fund, are also going to seek

payment for services acting as the "Escrow Agent," a clear potential conflict of interest. OBJECTORS are concerned that the situation we have here is the proverbial "fox guarding the chicken house." As of July 21, 2005, the law firm of Lerach Coughlin is holding all of the $50 million Settlement Fund and is *not* required by the terms of the settlement to account to shareholders and OBJECTORS how all the money is distributed and how much is spent under the auspices of "escrow account" expenses.

18. Finally, OBJECTORS object and contend the notice is inadequate because none of the proponents of the proposed settlement have agreed to make available for inspection and copying by any means the all important operative "Plan of Allocation" which will explain how and when the Settlement Fund is to be distributed to claimants *after* payment of attorney's fees and the expenses of sending notice and administration of the Settlement Fund. [5]

19. Likewise, OBJECTORS object because the notice sent to class members does not contain detailed information about the amount of fees to be requested by Named Plaintiff's counsel, but simply gives notice of the fee's outside limit and, apparently, Defendants' agreement to remain passive and not to object. Certainly, there is no disclosure about the *multiplier* of the hourly rates the attorneys are seeking to be paid.

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[5] **At the very least and in the best interest of class members, including OBJECTORS, Named Plaintiffs' counsel should have established a dedicated website and posted the Stipulation of Settlement, the Court's orders, together with pleadings and pretrial orders, and the Plan of Allocation, so as enable class members easy access to material information and, thereby, keep informed. Furthermore, Named Plaintiffs' counsel should be prepared to post at a website and make full disclosure their attorney's time records fees and expenses to be charged to the Settlement Fund.**

The Expected "*Unopposed*" Fee Recovery for Named Plaintiff's is Outrageous.

20. In the "Notice of Settlement of Class Action" distributed to class members, Named Plaintiffs' counsel reports that at the hearing on August 30, 2005, attorney's fees and costs will be sought, not to exceed 30% of the $50 million, or $15 million (fees), plus $1.7 million (costs). On top of all of that, Named Plaintiff's counsel want to be paid interest! OBJECTORS contend that an award of anything more than a reasonable hourly rate would be excessive. Certainly, 30% recovery or $15 million is unjustified. In this case, there wasn't a total victory after a trial. Therefore, OBJECTORS object to any fees award that is not based upon some reasonable loadstar method of calculation.

21. The award of attorney's fees to plaintiffs in shareholder lawsuits is based upon the common benefit doctrine, an exception to the American Rule that prevailing litigants must pay their own attorney's fees. *Hall v. Cole*, 412 U.S. 1, 5 (1973). It applies where the plaintiff's successful litigation confers a substantial benefit on all of the shareholders of the defendant corporation. *Boeing Co. v. Van Gemert,* 444 U.S. 472, 481 (1980).

22. OBJECTORS object to any award of fees at this juncture because there has been no revelation or accounting by Named Plaintiffs' counsel of their usual hourly rates, the fee agreement with Named Plaintiff, the tasks performed and time spent in this case. While OBJECTORS believe that Named Plaintiff's counsel should be paid a fair fee for services rendered, it is premature to make that determination without an evidentiary hearing.

23. Therefore, OBJECTORS demand there be an evidentiary hearing to take evidence on the reasonable hourly rates for the attorneys involved in pursuing the case and the amount of

time and effort expended. OBJECTORS seek intervention so as to conduct reasonable discovery on the issue of attorney's fees and expenses.

24. In determining the amount of attorney's fees to be award, the Court should consider the "*Johnson* factors," referred in *Brown v. Petroleum Co.*, 838 F.2d 451, 454 (10th Cir. 1988) (applying factors enunciated in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d. 714, 717 (5th Cir. 1974). [6] Factors which militate for a reduction in the 30% or $15 million amount requested, include the fact the amount recovered is a fraction of the potential liability and requires no payment whatsoever out of the pocket of the settling individual Named Defendants. The settlement may have been a reasonable option, but is by no means a home run. Additionally, when there is no client scrutinizing bills on a monthly basis, there is little incentive to minimize time spent or increase efficiency. OBJECTORS expect the attorney time records will show that the lawyers had a tendency to expand the time required for various projects, added as many bodies as possible, and were not as careful as they should have been in recording time, resulting in a highly inflated calculation of recorded time. OBJECTORS seek discovery to determine whether or not Named Plaintiffs' counsel kept " meticulous time records that 'reveal . . . all hours for which compensation is requested and how those hours were allotted to specific

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6 **The Johnson factors include: "the time and labor required, the novelty and difficulty of the question presented by the case, the skill requisite to perform the legal service properly, the preclusion of other employment by the attorneys due to acceptance of the case, the customary fee, whether the fee is fixed or contingent, any time limitations imposed by the client or the circumstances, the amount involved and the results obtained, the experience, reputation and ability of the attorneys, the 'undesirability' of the case, the nature and length of the professional relationship with the client, and awards in similar cases." *Johnson v. Georgia Highway Express, Inc*., 488 F.2d 714, 717-19 (5th Cir. 1974).**

tasks.'" *Jane L. v. Bangerter*, 61 F.3d 1505, 1510 (10th Cir. 1996) (quoting *Ramos v. Lamm*, 713 F.2d 546, 553 (10th Cir. 1983).

25. Moreover, there has been no revelation or explanation about the $1.7 million in alleged expenses and, the Court should not take for granted that all those expenses were either necessary or reasonable and, therefore, should be charged against the Settlement Fund. OBJECTORS request opportunity to examine the list of expenses and explanation given for them in order to determine reasonableness. It is unreasonable for Named Plaintiffs' counsel to take for granted that class members and the Court will simply acquiesce to their plans to charge the Settlement Fund with unlisted and unexplained $1.7 million in expenses. OBJECTORS want to know what all that money was spent on.

26. OBJECTORS concede the nature of high stakes shareholder litigation justifies large legal fees and substantial costs and expenses. However, succeeding in a shareholder action where at least half of the recovery comes from insurance proceeds should not be the equivalent of holding a winning lottery ticket. OBJECTORS reasonably believe that all of the Settlement Fund comes from liability insurance policies - ½ from U S WEST liability insurance, ½ from Qwest liability insurance. Furthermore, OBJECTORS anticipate that some of Named Plaintiffs' lawyers will try to seek an award of hourly fees of well over $500 per hour and, perhaps, several times that amount, as well as a lodestar multiplier recovery on every hour of work performed by lawyer associates, paralegals and clerks, at rates that significantly enhance profits to the lawyer partners of the law firms involved in the case. While the reward for success should justifiably

be substantial, that does not necessarily equate to rates that are forty or fifty time higher than the average wage earner.

The Court Should Grant OBJECTORS Leave to Intervene.

27. C.R.C.P. Rule 24(a) gives OBJECTORS the right to intervene in this action for the purpose of asserting and protecting their rights and interests. *Feigin v. Alexa Group, Ltd.*, 19 P.3d 23, 26 (Colo. 2001). One of the risks peculiar to shareholder class actions is that plaintiffs' attorneys and defendants, as they have done here, may settle where nothing is paid by individual Named Defendants and there is a high attorney's fees expected for Named Plaintiff's counsel. *Gottlieb v. Wiles*, 11 F.3d 1004, 1011 (10th Cir. 1993) (citing *Bell Atlantic Corp. v. Bolger*, 2 F.3d 1304, 1310 (3d. Cir. 1993).

28. Furthermore, what most bothers OBJECTORS and common shareholders alike is that cases like this which are settled with insurance monies stink like a three day old unrefrigerated dead fish. Named Plaintiff's counsel are anxiously supporting the settlement so they can go after a lucrative $15 million fee recovery. Therefore, OBJECTORS seek leave to intervene in order to preserve their rights to appeal any final settlement approved by this Court over their objections. See *Higley, et al v. Kidder, Peabody & Co. Inc.*, 920 P.2d 884, 890 (Colo. App. 1996) (appellate court ruling that an unnamed putative class member does not have standing to appeal the approval of a settlement if there has not been a motion to intervene filed). But see, *Weinman v. Fidelity Capital Appreciation Fund (In re Integra Realty Resources, Inc.),* 354 F.3d 1246, 1256-1257 (10th Cir. 2004) (applying federal rules of civil procedures and holding that an unnamed class member who has not opted out of the case and objects to

settlement may appeal without first intervening, citing *Delvin v. Scardelletti,* 536 U.S. 1, 11 (2002)). Accordingly, OBJECTORS seek intervention and opportunity to conduct reasonable discovery to examine the logistics of the proposed distribution of the Settlement Fund, i.e., the "Plan of Allocation," and to address concerns about the outrageous fee request.

The Court Should Postpone the Final Hearing For Determining Attorney's Fees Until at least 30 Days after Named Plaintiffs' Counsel Submit Their Request For Fees and Expenses.

29. In this $50 million common fund recovery case, the Court has a special duty to protect the interests of the class. On the issue of how much attorney's fees should be paid to the Named Plaintiffs' counsel, the lawyers now occupy a position adversarial to the interests of the class. OBJECTORS contend this Court must assume the role of fiduciary for the class of shareholders. See e.g., *In re Coordinated Pretrial Proceedings in Petroleum Prods. Antitrust Litig.*, 109 F.3d 602, 608 (9th Cir. 1997) ("In a common fund case, the judge must look out for the interests of the beneficiaries, to make sure that they obtain sufficient financial benefit after the lawyers are paid. Their interests are not represented in the fee award proceedings by the lawyers seeking fees from the common fund.").

30. Therefore, OBJECTORS contend that it is *premature* to hold a final hearing on fairness and to determine an award of attorney's fees, because Named Plaintiffs have not yet submitted their request for payment of fees and expenses out of the Settlement Fund. OBJECTORS request that the August 30, 2005 Final Hearing date be postponed until 30 days after the Named Plaintiffs' attorneys file their formal fee request, and that OBJECTORS,

after conducting discovery, and all other class members be afforded an opportunity to further respond to the request for payment of fees and expenses by the Settlement Fund.

WHEREFORE, OBJECTORS and class members ASSOCIATION OF U S WEST RETIREES, ELDON GRAHAM, HAZEL FLOYD and MARY M. HULL submit their objections as stated herein, request this Court to delay final approval of the proposed settlement agreement, and they request leave under C.R.C.P. Rule 24 for intervention herein and an opportunity to conduct discovery. OBJECTORS request the Court to scrutinize the Named Plaintiffs' expenses to be charged to the Settlement Fund and limit recovery to only those expenses that were necessary and reasonable, an amount substantially less than $1.7 million presently requested. OBJECTORS also request an order limiting Named Plaintiffs' fee recovery to a much more reasonable lodestar recover, substantially less than the 30% of the Settlement Fund or $15 million being sought by Named Plaintiffs' counsel. Moreover, OBJECTORS request a postponement of the August 30, 2005 Final Hearing date for determination of attorney's fees and expenses to be paid out of the Settlement Fund until at least 30 days after the Named Plaintiffs' attorneys file their formal fee request and OBJECTORS and all other class members have been afforded opportunity to further respond to that request.

Dated: August 5, 2005.

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CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of August, 2005, in accordance with Section XI of the "Notice of Settlement of Class Action" true and correct copies of above and foregoing **NOTICE OF OBJECTIONS and MOTION FOR INTERVENTION** were delivered via United States mail, via facsimile and via email to the following Counsel:

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and a copy of the same was sent via email to OBJECTORS - Association of U S WEST Retirees, Eldon H. Graham, Hazel A. Floyd and Mary M. Hull.

Curtis L. Kennedy