

STATE OF CONNECTICUT

Docket No. CV 99-0074912-S

STATE OF CONNECTICUT	:	SUPERIOR COURT
110 Sherman Street	:	
Hartford, Connecticut 06105	:	COMPLEX LITIGATION DOCKET
<i>Plaintiff</i>	:	JUDICIAL DISTRICT OF
	:	TOLLAND
v.	:	
	:	
QWEST COMMUNICATIONS	:	
INTERNATIONAL, INC.	:	
1801 California Street	:	
Denver, Colorado 80202	:	
<i>Defendant</i>	:	AUGUST 2001

FINAL JUDGMENT ON STIPULATION

This action, by writ and complaint, claiming injunctive relief, civil penalties, and restitution, came to this Court on December 14, 1999, and thence to January 3, 2000, when the Court (Booth, J.) entered a Temporary Injunction on Consent, and thence to the present time when the parties filed a written stipulation that judgment be entered as hereinafter set forth.

Plaintiff, State of Connecticut, and defendant, Qwest Communications International, Inc. ("Qwest"), by their respective attorneys, having consented to the making and entry of this Final Judgment on Stipulation ("Stipulated Judgment"), without admission by either party with respect to any issue of fact or law, other than with regard to jurisdiction as set forth in Part I of the Stipulated Judgment, and without this Stipulated Judgment constituting evidence of any admission

of any party hereto with respect to any issue of fact or law, other than with regard to jurisdiction as set forth in Part I of the Stipulated Judgment.

Now, therefore, before any testimony has been taken, without trial and without any admission by the defendant of any wrongdoing and upon consent of the parties hereto, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

I. JURISDICTION

The Court has jurisdiction over the subject matter of this action and of the parties hereto, pursuant to Conn. Gen. Stat. § 42-110m.

II. DEFINITIONS

For purposes of this Stipulated Judgment, the following definitions shall apply:

A. “State” means the State of Connecticut.

B. “AGO” or “Attorney General” means the Attorney General of the State of Connecticut.

C. “DCP” or “Consumer Protection” means the State of Connecticut Department of Consumer Protection.

D. “DPUC” or “Public Utility Control” means the State of Connecticut Department of Public Utility Control.

E. “Qwest” means Qwest Communications International, Inc. and any of its subsidiaries, branches, divisions, departments or groups; any corporate predecessors, successors, precursors or forbearers of Qwest Communications International, Inc., whether purchased, merged or otherwise subsumed by Qwest Communications International, Inc.; any other entity, subsidiary, parent, successor, assign, or affiliate, controlling or controlled by Qwest; and any employee or agent of Qwest.

F. “Consumer,” unless otherwise specified, means any Connecticut consumer who has been, or may be billed, directly or indirectly, by Qwest for charges related to long distance services.

G. “PIC Dispute Complaint” means a complaint that Qwest switched the consumer's long distance carrier for interstate, intrastate, or both to Qwest without proper authorization.

H. “Billing Complaint” means a complaint that Qwest continued to bill the consumer for charges related to long distance service, which charges were incurred during a period after the consumer had switched to another carrier.

I. “Known Consumer Complainants” means each former or current consumer, who made either orally or in writing, to the AGO, DCP, DPUC, Federal Communications Commission, a local exchange carrier, or directly or indirectly to Qwest, any or all of the following:

1. a PIC Dispute Complaint;
2. a Billing Complaint; or

3. a complaint by a consumer as identified in Appendix A.

Such Known Consumer Complainants are the consumers identified in Appendix A hereto and the consumers previously identified to AGO by Qwest pursuant to Qwest's search of its internal records for all PIC Dispute and Billing Complaints from January 1, 1998, to present.

J. "LEC" means local exchange carrier.

K. A "preferred carrier" or "preferred interexchange carrier" ("PIC"), commonly referred to as a "long distance provider," means the telecommunications carrier chosen by an end user consumer to which traffic from the end user consumer's location is automatically routed by a LEC. In Connecticut, a consumer may have a different preferred carrier for local exchange, intrastate long distance and interstate long distance service or traffic.

L. "PIC Change Order" means an order or request transmitted by an interexchange carrier to a LEC requesting a change of a consumer's preferred interexchange and/or intraLATA carrier;

M. "PIC Block" means a request by a consumer to a LEC to prevent a change in his or her preferred carrier selection unless and until the consumer gives the LEC his or her express consent to the change.

N. "Letter of Agency" or "LOA" means a letter of agency form as set forth in 47 C.F.R. § 64.1130, as existing at the time a carrier change was made, as presently enacted or as may subsequently be amended or modified.

O. "TPV" means a third-party verification of a consumer's authorization of a PIC Change.

P. "Distributor" means a third party entity engaging in marketing of long distance telecommunications services to consumers on behalf of Qwest.

Q. "Days" means calendar days, unless otherwise specifically noted.

R. "FCC" means the Federal Communications Commission.

S. "FCC Consent Decree" means the Consent Decree adopted by the FCC on or about July 19, 2000 In the Matter of Qwest Communications International, Inc. Apparent Liability for Forfeiture, File No. ENF-99-11, NAL/Acct. No. 916EF008.

III. INJUNCTION

A. Pursuant to Conn. Gen. Stat. § 42-110m(a), Qwest is hereby enjoined and restrained from directly or indirectly:

1. Submitting PIC Change Orders to LECs to transfer a consumer's preferred carrier(s) to Qwest, unless Qwest complies with applicable FCC Regulations and Orders and Conn. Gen. Stat. §16-256i, as presently enacted or as may subsequently be amended or modified.

2. Failing to obtain valid authorization from a consumer, as required by Conn. Gen. Stat. §16-256i, 47 U.S.C. § 258(a), 47 C.F.R § 64.1100 et seq. (1999) or FCC

orders, now in effect, or as hereafter are modified or amended, before submitting a PIC Change Order to switch the consumer's intrastate and/or interstate long distance carrier.

3. Failing to verify a consumer's alleged authorization to switch intrastate and/or interstate long distance carriers, as required by Conn. Gen. Stat. §16-256i, 47 C.F.R. § 64.1150 (1999), or FCC orders, now in effect, or as hereafter are modified or amended.

4. Failing to comply with FCC information and disclosure requirements for LOAs pursuant to 47 C.F.R. § 64.1160, as presently enacted or as may subsequently be amended.

5. Forging or causing to be forged a person's signature on a LOA that purports to give a consumer's consent to change the consumer's intrastate and/or interstate long distance provider to Qwest.

6. Falsifying or causing to be falsified any TPV that purports to verify a consumers' consent to change the consumer's intrastate and/or interstate long distance provider to Qwest.

7. Failing to comply with 47 C.F.R. §§ 64.1100(b) and 64.1160(e)(4) (1999), as may be modified or amended from time to time, by using LOAs or marketing techniques that do not include separate statements for selection of intrastate and interstate long distance carriers.

8. Billing or causing any consumer to be billed, for “dial 1” long distance service, or charges related thereto, such as monthly fees, taxes or other charges, unless Qwest has received notification from the LEC that the LEC has accepted the PIC Change Order submitted by Qwest for that consumer, or Qwest has received long distance traffic routed from the LEC, indicating that the consumer’s intrastate and/or interstate long distance carrier has been switched to Qwest.

9. Billing or causing to be billed any consumer for charges related to “dial 1” long distance service, such as monthly fees, taxes, or other charges, after Qwest has received notification from a LEC that the consumer has switched long distance service to a carrier other than Qwest.

10. Representing to a consumer that the consumer's account will be referred to a collection agency and/or reported to a credit rating agency when the consumer disputes that Qwest was authorized to provide “dial 1” long distance service, unless Qwest has provided the consumer with proof of authorization, or with reasonable access thereto, and an opportunity for the consumer to respond thereto, and has subsequently determined the validity of the authorization and that the charges were properly authorized.

11. Referring an account to a collection agency or notifying a credit rating agency of a consumer’s failure to pay charges, when the consumer disputes that Qwest was authorized to provide “dial 1” long distance service, unless Qwest has provided the

consumer with proof of authorization, or with reasonable access thereto, and an opportunity for the consumer to respond thereto, and has subsequently determined the validity of the authorization and that the charges were properly authorized.

12. Billing any consumer in excess of Qwest's rates filed with DPUC.

B. Qwest agrees to implement and/or continue to use those anti-slamming and customer-care policies and procedures agreed to in the FCC Consent Decree during the effective term of such consent decree.

C. Qwest, whether acting directly or indirectly, is enjoined for one (1) year from the entry of this Stipulated Judgment, from soliciting or causing to be solicited, by mail or telemarketing, any Known Consumer Complainant, unless such consumer requests to receive such solicitations or is a Qwest customer.

D. Qwest shall take all reasonable steps that are necessary to ensure that Qwest has trained customer service staff to correctly respond to consumer inquiries and that Qwest promptly assists consumers in resolving their disputes over billing and/or carrier changes, including but not limited to:

1. Qwest shall review and, as necessary, revise its written policies and develop practices to ensure that qualified personnel are available during regular business hours to receive, and if possible, resolve all customer inquiries, requests, and complaints.

2. Qwest shall review and, as necessary, revise its written policies and develop practices to ensure that for consumer inquiries regarding the basis for a carrier change to Qwest, Qwest shall provide the consumer within fourteen (14) days either a copy of any LOA, if the carrier change was based on an LOA, or with reasonable access to any third party verification, if the carrier change was based on inbound or outbound telemarketing. Qwest also shall advise the consumer to inform Qwest if the consumer continues to dispute the basis for authorization.

3. Qwest shall review and, as necessary, revise its written policies and develop practices to ensure that PIC Dispute and Billing Complaints are resolved as soon as practicable, but in any event no later than forty-five (45) days from the initial complaint. These timelines will also apply to PIC Dispute and Billing Complaints for which DCP, DPUC, or AGO contacts Qwest on behalf of consumers.

E. Within thirty (30) days of the entry of this Stipulated Judgment, Qwest shall take all reasonable steps that are necessary to ensure that consumers do not have their credit adversely affected by nonpayment of Qwest charges for unauthorized service, or other unauthorized charges, including but not limited to:

1. Qwest shall notify all collection agencies to refer back to Qwest all accounts associated with the Known Consumer Complainants and with all complaints generated pursuant to paragraphs IV(D)(2) and (3) *infra*, until such time as it is

determined whether any such accounts are subject to credits or refunds pursuant to paragraphs IV(F) and IV(G), *infra*; and

2. If any Known Consumer Complainant or any consumer who makes a complaint pursuant to paragraphs IV(D)(2) and (3) *infra*, notifies Qwest that a credit rating agency's records regarding such consumer contains adverse information related to Qwest charges, Qwest shall issue any and all necessary retractions and/or corrections.

3. For the accounts referenced in the preceding paragraphs that are referred back to Qwest, Qwest shall comply with the procedures in paragraphs IV(F) and IV(G), *infra*. Qwest shall not resume any billing or collection activities unless and until Qwest fully complies with the procedures set forth in paragraph IV(F) and IV(G), *infra*.

IV. PAYMENT OF PENALTIES, COSTS, FEES, AND CONSUMER RESTITUTION

A. Within ten (10) days of entry of this Final Judgment on Stipulation, Qwest shall pay to the State of Connecticut the total amount of \$1.1 million. Payment shall be by check made payable to the “Treasurer, State of Connecticut,” and shall be delivered to the Office of the Attorney General, 110 Sherman Street, Hartford, CT attn.: Phillip Rosario, AAG. Of this total amount, \$800,000.00 shall constitute civil penalties. In lieu of Qwest's payment of costs and fees incurred by the State in investigating and prosecuting this action, \$300,000 of the total amount shall be set aside, of which \$150,000 will be deposited in a fund maintained by the AGO for consumer complaint resolution programs, consumer education, or consumer protection enforcement and litigation and \$150,000 of which will be deposited in a fund maintained by the DCP for consumer complaint resolution programs, consumer education, or consumer protection enforcement and litigation.

B. Qwest hereby certifies that any and all consumers who were billed a recurring monthly fee during their first partial month of service for the “Qwest Countdown,” “Qwest 1500 Package” and “Qwest Tri-State Calling Plan,” where service was initiated prior to October 26, 2000, have been fully credited and/or refunded. If a consumer has not been fully credited and/or refunded, Qwest shall issue a full credit or refund within twenty-one (21) days of written notice to Qwest.

C. Qwest hereby certifies that any and all consumers who were billed by Qwest for charges related to long distance services where Qwest billed the consumer even though there was a PIC Block on the consumer's telecommunications line(s) have been fully credited and/or refunded. If a consumer has not been fully credited and/or refunded, Qwest shall issue a full credit or refund within twenty-one (21) days of written notice to Qwest.

D. Qwest also shall provide full restitution in the form of a refund, or a credit if charges have not been paid, if a consumer is entitled to such refund or credit pursuant to paragraphs IV(F) and IV(G), *infra*, for each and every:

- (1) Known Consumer Complainant;
- (2) consumer who makes a PIC Dispute Complaint or Billing Complaint within ninety (90) days of the entry of this Stipulated Judgment with either AGO, DCP, DPUC, a LEC, or directly with Qwest; and
- (3) consumer who responds to the Consumer Letter within forty-five (45) days of the mailing of the Consumer Letter.

E. Within forty-five (45) days of the entry of this Stipulated Judgment, Qwest shall forward by first class mail, postage prepaid, a letter (the "Consumer Letter"), a copy of which is attached to this Stipulated Judgment as Appendix B, to each consumer who from January 1, 1998, to the date of the entry of this Stipulated Judgment had his or her long distance service

switched to Qwest and who subsequently disconnected Qwest long distance service for another carrier within ninety (90) days of the initiation of Qwest service.

F. For each consumer identified in paragraph IV (D), *supra*, Qwest shall investigate such complaint. Except where Qwest denies a credit or refund to a consumer pursuant to paragraph IV(G), *infra*, Qwest shall reimburse consumers as follows:

1. Qwest shall provide a credit in the amount equal to all outstanding charges billed to that consumer, including but not limited to any charges for or related to long distance services, less any credits or refunds previously granted to the consumer. If any such consumer has paid monies to Qwest on account of such charges, then, in that event, Qwest shall provide a refund to the consumer of such amount actually paid, less any refunds previously paid to the consumer.

2. Qwest shall issue a credit to the consumer or mail a refund check as soon as practicable, but in any event no later than forty-five (45) days from receiving the complaint, or in the case of a Known Consumer Complainant no later than forty-five (45) days from the entry of this Stipulated Judgment.

G. Qwest may deny a credit or refund to a consumer identified in paragraph IV(D) above if Qwest determines after investigation that (1) such consumer's receipt of services from Qwest was properly authorized; or (2) the consumer was properly billed by Qwest for services rendered. Should Qwest deny a credit or refund to a consumer identified in paragraph IV(D)

above, it shall provide both the consumer and the Attorney General written notice of the denial (the "Denial Notice") as soon as practicable, but in any event no later than forty-five (45) days from the entry of this Stipulated Judgment for Known Consumer Complainants and no later than forty-five (45) days from receiving the complaint for all other consumers identified pursuant to paragraph IV(D). If Qwest does not issue the Denial Notice within forty-five (45) days of receipt of the consumer's complaint, or in the case of Known Consumer Complainants within forty-five (45) days of the entry of the Stipulated Judgment, the request is deemed granted. With the Denial Notice, Qwest shall provide a written explanation of the denial, including the consumer's name, address and telephone number, the amount in dispute, a copy of the applicable LOA or a way to access a TPV recording, including but not limited to toll-free telephone access, and any other evidence that Qwest is relying upon to substantiate the denial. The Connecticut Attorney General or his designee shall be the final arbiter of whether a consumer is entitled to restitution and the amount and timing of that restitution in accordance with the eligibility requirements established in this Stipulated Judgment. Qwest shall include as part of the Denial Notice notification to consumers that such denials will be forwarded to the Attorney General and that the Attorney General is the final arbiter of any such denials. Additionally, Qwest shall notify the Attorney General of any disputes of its resolution of consumer claims concerning credits or refunds. Such notification shall include materials consistent with those included in the Denial Notice.

H. From the date of entry of the Stipulated Judgment and for three (3) months thereafter, Qwest shall provide a toll-free telephone number for the purpose of receiving, in any language used by Qwest for marketing to a consumer, consumer complaints pursuant to the newspaper notice and the Consumer Letter.

I. Within fourteen (14) days of the entry of the Stipulated Judgment, Qwest shall publish notice of the terms of the Stipulated Judgment in the following Connecticut newspapers: the Hartford Courant, New Haven Register, Stamford Advocate, Connecticut Post, Waterbury Republican-American, the New London Day, Journal Inquirer, Record-Journal, The News-Times, The Norwich Bulletin, El Transcrito Catolico, Tiempo, The Immigrant, El Extra News, and El Sol. The notice shall be at least a quarter of a page in the front section of the publication to the extent possible. The notice shall include the exact language included in Appendices C or D, as appropriate, and shall be printed using clear, conspicuous and easily readable font and design. The notice must be published for three (3) consecutive publications, including at least one Sunday for all daily publications that have a Sunday publication, and at least two (2) consecutive publications of each weekly publication.

V. REPORTS, AUDITS & RECORDS

A. Within one hundred and eighty (180) days of entry of this Stipulated Judgment, Qwest shall forward to the Attorney General an affidavit, subscribed to under oath by a Qwest

officer authorized to bind Qwest, confirming that Qwest is in full compliance with each and every term of this Stipulated Judgment requiring Qwest to undertake any actions.

B. Within one hundred and eighty (180) days of the entry of this Stipulated Judgment, Qwest shall forward to the Attorney General an affidavit, subscribed to under oath by a Qwest officer authorized to bind Qwest, indicating:

1. in alphabetical order by surname, each consumer to whom Qwest issued a refund or credit pursuant to this Stipulated Judgment, including the name, address and telephone number of the consumer and the amount and the date of the refund or credit;

2. in alphabetical order by surname, each consumer to whom Qwest was unable to issue a refund or credit pursuant to this Stipulated Judgment, including the name, address and telephone number of the consumer and the amount of the refund or credit and the reasons Qwest was unable to issue a refund or credit;

3. in alphabetical order by surname, each consumer to whom Qwest had denied or is denying, in whole or in part, a refund or credit, including the name, address and telephone number of the consumer, the alleged dates of service, and the amount in dispute; and

4. in alphabetical order by surname, the name, address, telephone number, alleged dates of service and amount in dispute of each consumer that Qwest has (a)

provided a retraction or correction with a credit reporting agency; (b) withdrawn from collections; and/or (c) sent back to collections after investigation.

C. Qwest shall retain, or contract for any TPV vendor to retain, all LOAs and/or TPV audio files regarding consumers for a period not less than two years from the date the consumer's long-distance service was switched to Qwest.

D. Qwest shall provide the AGO with summaries of any audits conducted pursuant to the FCC Consent Decree as soon as practicable, but in any event no later than 30 days after its receipt of the audit.

E. Beginning in October 2001 and for two years following the entry of this Stipulated Judgment, Qwest shall provide quarterly reports to the AGO, listing all PIC Dispute Complaints and Billing Complaints by consumers, however made known to Qwest. These reports shall include the consumer's name, address, telephone number, the type of the consumer's complaint, the sales distributor, setup and disconnect dates, LOA/TPV status, history of consumer contact, and resolution of the dispute. Moreover, Qwest shall cooperate with all reasonable requests for additional information.

F. Qwest designates Carol P. Kuhnow, Regional Director, Policy & Law, 4250 North Fairfax Drive, 13th Floor, Arlington, Virginia 22203, Telephone: (703) 363-3189; Facsimile (703) 363-4404, e-mail: carol.kuhnow@qwest.com, or his/her successor in title, as its ombudsperson to receive and facilitate answers to any inquiries from the State, AGO, DPUC and/or DCP. Qwest

will provide AGO, DPUC and DCP with written notice of any changes to this information for Qwest's ombudsperson.

G. Any notices, reports, or other material required to be forwarded to the Office of the Attorney General pursuant to the Stipulated Judgment shall be forwarded to:

Valerie J. Bryan, Assistant Attorney General
Office of the Attorney General
110 Sherman Street
Hartford, CT 06105

VI. GENERAL PROVISIONS

A. No part of this Stipulated Judgment shall constitute or be interpreted or construed as an admission of liability under any federal, state, or local law, as an admission of any fact or of law, or as an admission of violation of any law or regulation.

B. This Stipulated Judgment shall constitute a full compromise and settlement of all claims that have been or may have been asserted against Qwest by the State of Connecticut in this action which are based upon any violation of the Connecticut Unfair Trade Practices Act, Chapter 735 of the General Statutes of Connecticut up to the date of entry of this Stipulated Judgment and are based on any fact, matter or transaction that is set forth in the Complaint filed by the State against Qwest in this instant matter.

C. This Stipulated Judgment may be enforced only by the parties or their successors hereto.

D. Nothing in this Stipulated Judgment shall be construed to limit the authority of the State, DCP, DPUC or AGO to enforce prospectively any laws, regulations, or rules against Qwest.

E. This Stipulated Judgment shall be governed by and implemented in accordance with the laws of the State of Connecticut.

F. The duties and obligations of this Stipulated Judgment are binding upon Qwest's successors, purchasers, and other inheritors of Qwest. Qwest shall provide written notice to the AGO of any change in corporate control of Qwest Communications International, Inc. within ten (10) days of such change.

G. Any violation of this Stipulated Judgment shall be governed by Conn. Gen. Stat. §42-110o(a).

H. Except for the provisions in sections I and II and paragraphs III(A)(1), (2), (3), (4), and (7), *supra*, and paragraph VI(I), *infra*, which are permanent, the remaining provisions of this Stipulated Judgment shall expire, and those provisions shall have no further effect, three (3) years from the date the Stipulated Judgment has been entered.

I. Jurisdiction is retained by this Court for the purpose of enabling the parties to this Stipulated Judgment to apply to this Court at any time upon proper notice to the adverse party for such further orders and directions as may be necessary or appropriate for the modification thereof, the enforcement of compliance therewith, and for the punishment of violations thereof.

SO ORDERED.

Dated at Tolland, Connecticut this 29th day of August, 2001.

Judge

APPENDIX A

List of consumers who complained to state and federal agencies

APPENDIX B -- Letter to Consumers

Dear Consumer:

As a result of a settlement with Connecticut Attorney General Richard Blumenthal, we are writing to advise you that Qwest has agreed to provide you with a refund or a credit if Qwest switched your service without your authorization or if Qwest billed you without providing service. This notice explains your rights and how to apply for such a refund. Please read this notice carefully and follow all instructions if you wish to submit a claim for a credit or refund.

Who Is Eligible

Qwest will issue refunds or credits for certain fees and charges to:

- (1) consumers who had their long distance service switched to Qwest without their consent; or
- (2) consumers who were billed by Qwest for unauthorized charges when they were no longer Qwest customers.

What You May Be Eligible For

Qwest will reimburse (through a bill credit or refund) those consumers who had their long distance service switched to Qwest without their consent for:

- (1) any charges billed by your local telephone company for:
 - (a) switching your long distance service to Qwest; and/or
 - (b) for switching your long distance service from Qwest back to your long distance carrier of choice;

- (2) charges billed by Qwest:
 - (a) for long distance service while Qwest provided long distance service without your consent; and/or
 - (b) other charges after you switched your long distance provider from Qwest to another carrier.

Any refund will be reduced by the amount of any credit or refund that Qwest or your local exchange carrier has already given you based upon a previous complaint that Qwest changed your long distance service without your permission.

How To Determine If You Are Eligible To Receive A Credit Or Refund

If you believe that you are eligible for a credit or refund, you must contact Qwest within 45 days either by returning the enclosed, postage prepaid, postcard, by calling Qwest at **1-800-405-1506** or by sending an email to **ctsettlement@qwest.com**. A determination will then be made whether you are entitled to a credit or refund. If Qwest does not have proof that you consented to have your long distance service switched to Qwest, we will provide you with the credit or refund described above. Additionally, we will provide you with a credit or refund if we do not have proof that we billed you for actual, authorized service.

Within forty-five (45) days of receiving your call or postcard, you should get a notice from Qwest either (1) explaining the amount to which you are entitled, along with your payment or notice of your credit; or (2) explaining Qwest's denial of your claim. If Qwest determines that you are not entitled to a credit or refund, Qwest will provide the reasons why to you.

If, after receiving your notice from Qwest, you still dispute the resolution of your claim, you can contact us at the address below:

Qwest Communications Corp.
Sales Regulation Compliance, 45020
4650 Lakehurst Court
Dublin, Ohio 43016-3254

Qwest will forward any denials or customer disputes received to the Attorney General's Office for final resolution. Qwest will seek to promptly resolve any problems you may have.

Sincerely,

Qwest

SI USTED HABLA ESPAÑOL Y NO ENTIENDE LA INFORMACIÓN EN ESTA CARTA, FAVOR DE LLAMAR A QWEST A 1-800-405-1506.

APPENDIX C - Form of Newspaper Notice of Terms of Stipulated Judgment

NOTICE TO CONSUMERS REGARDING QWEST COMMUNICATIONS SETTLEMENT WITH THE STATE OF CONNECTICUT

As a result of a settlement with Connecticut Attorney General Richard Blumenthal, this Notice is to advise you that Qwest Communications International Inc. has agreed to provide you with a refund or credit if Qwest switched your service without your authorization or if Qwest billed you without providing service. This notice explains your rights and how to apply for such a refund. Please read this notice carefully and follow all instructions if you wish to submit a claim for a credit or refund.

YOU MAY BE ENTITLED TO A REFUND OR CREDIT FROM QWEST.

Who Is Eligible

Qwest will issue refunds or credits for certain fees and charges to:

- (1) consumers who had their long distance service switched to Qwest without their consent; or
- (2) consumers who were billed by Qwest for unauthorized charges when they were no longer Qwest customers.

What You May Be Eligible For

Qwest will reimburse (through a bill credit or refund) those consumers who had their long distance service switched to Qwest without their consent for:

- (1) any charges billed by your local telephone company for:
 - (a) switching your long distance service to Qwest; and/or
 - (b) switching your long distance service from Qwest back to your long distance carrier of choice;
- (2) charges billed by Qwest for long distance service while Qwest provided long distance service without your consent.

Qwest will also reimburse (through a bill credit or refund) those consumers who continued to be billed by Qwest after switching from Qwest to another long distance carrier. Any refund will be reduced by the amount of any credit or refund that Qwest or your local exchange carrier has already given you for the same incident.

How to Proceed

If you believe that your long distance service was switched to Qwest without your consent, or you were billed by Qwest for unauthorized charges after switching to another carrier, you must contact Qwest no later than November 27, 2001, by calling:

1-800-405-1506

Qwest will review your complaint regarding unauthorized billing. If Qwest cannot provide you with proof that you consented to have your long distance service switched to Qwest, it will provide you with a bill credit or refund. If Qwest billed you for unauthorized charges after you switched long distance service to another carrier, Qwest will issue a bill credit or refund for these charges. You will also be reimbursed for any switching charges that were billed by your local telephone company.

**APPENDIX D - Form of Newspaper Notice of Terms of Stipulated Judgment,
Spanish Language Version**

**UN AVISO A CONSUMIDORES CON RESPECTO DE UN ACUERDO CON QWEST
COMMUNICATIONS INTERNATIONAL, INC. Y EL ESTADO DE CONNECTICUT**

**USTED PODRÁ TENER DERECHO A RECIBIR REEMBOLSOS
O CRÉDITOS DE QWEST**

Debido a un acuerdo con el Procurador General Richard Blumenthal y Qwest, este aviso es para anunciar que Qwest ha concordado dar reembolsos o créditos si Qwest cambió su servicio sin su autorización o si Qwest facturó cargos sin proveer servicio. Este aviso le explica sus derechos y cómo solicitar tal reembolso. Por favor lea este aviso cuidadosamente y siga todas las instrucciones si desea un crédito o reembolso.

Quién es Eligible

Qwest distribuirá reembolsos o créditos por un honorario o cargo a:

- (1) Los consumidores que tuvieron su servicio de larga distancia cambiado a Qwest sin su autorización; o
- (2) Los consumidores que fueron facturados por Qwest de cargos sin autorización cuando ya ellos no eran clientes de Qwest .

Usted será eligible para recibir lo siguiente

Qwest reembolsará (por un crédito de cuenta o reembolso) a esos consumidores que tuvieron su servicio de larga distancia cambiado a Qwest sin su autorización:

- (1) Cualquier cargo facturado por su compañía telefónica local:
 - (a) cambiando su servicio de larga distancia a Qwest y/o
 - (b) cambiando su servicio de larga distancia con Qwest a su servicio de larga distancia que usted había elegido originalmente;

- (2) Cargos facturados por Qwest para servicio de larga distancia mientras Qwest proporcionó el servicio de larga distancia sin su autorización.

Qwest reembolsará (por un crédito de cuenta o reembolso) a esos consumidores que continuaron ser facturados por Qwest después de ser cambiado a otro servicio de larga distancia. Cualquier reembolso será reducido por la cantidad de cualquier crédito o reembolso que Qwest ya dio para el mismo incidente.

Cómo Proceder

Si usted piensa que su servicio de larga distancia fue cambiado a Qwest sin su consentimiento o usted fue facturado por Qwest con cargos no autorizados después de ser cambiado a otro portador, usted debe avisar a Qwest no más tarde que el 27 de noviembre, 2001, llamando a Qwest a:

1-800-405-1506

Qwest revisará su querrela con respecto a su factura. Si Qwest no provee pruebas de que usted consintió cambiar su servicio de larga distancia, Qwest le dará un crédito de cuenta o un reembolso. Si Qwest facturó cargos no autorizados después que usted cambió su servicio de larga distancia a otro portador, Qwest le dará un crédito de cuenta o un reembolso por esos cargos. También usted será reembolsado por cualquier cargo que su compañía telefónica local le facturó por cambiar su servicio.