

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

Civil Action No. **07-cv-00644-WDM-KLM**

EDWARD J. KERBER,  
NELSON B. PHELPS,  
JOANNE WEST,  
NANCY A. MEISTER,  
THOMAS J. INGEMANN, JR.,  
MARTHA A. LENSINK,  
SAMUEL G. STRIZICH,  
Individually, and as Representative of plan participants  
and plan beneficiaries of the QWEST GROUP LIFE INSURANCE PLAN,

Plaintiffs,

vs.

QWEST GROUP LIFE INSURANCE PLAN,  
QWEST EMPLOYEES BENEFIT COMMITTEE,  
QWEST PLAN DESIGN COMMITTEE,  
QWEST COMMUNICATIONS INTERNATIONAL, INC.,

Defendants.

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**PLAINTIFFS' REPLY BRIEF IN SUPPORT OF  
(Docket 65) AMENDED MOTION FOR A SUMMARY JUDGMENT**

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Plaintiffs, hereby submit their reply brief in support of (Docket 65) their amended motion for a summary judgment and to address issues raised in Defendants' opposition (Docket 91).

**A. The Material Facts are Undisputed, Making Summary Judgment Appropriate.**

In short, for their First Claim for Relief, Plaintiffs have asked for a declaration of all Eligible Retirees' (and their beneficiaries) rights to Plan benefits. Plaintiffs contend that Defendants' actions violated ERISA's provisions and the more favorable Plan terms when Defendants were paying out only \$10,000 to Plan beneficiaries. In particular, Plaintiffs seek

relief pursuant to ERISA Section 502(a)(1)(B)<sup>1</sup> and ERISA Section 502(a)(3).

With one exception, the material facts are not disputed. The parties also disagree about what to call the October 14, 2005 dated document, Plaintiffs' Exhibit 3, Bates QL02122.

Only one material fact allegation set forth in Plaintiffs' "Statement of Undisputed Facts" (¶¶ 1-12) is expressly denied by Defendants. Defendants deny the 1998 Governing Plan Document continued to have in place provisions stating retirees would receive a minimum life benefit of either \$20,000 or \$30,000 depending on their retirement, and Defendants state that averment is "nonsensical." (Docket 91, pp 3-4, ¶ 10). But, the evidence referenced by Defendants' witness, Qwest EVP Teresa Taylor, completely refutes Defendants' denial of this matter. Ms. Taylor's sworn statement and the document she identifies confirms that more favorable Plan terms continued to exist until at least June 7, 2007. Ms. Taylor states in her declaration that:

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<sup>1</sup> Plaintiffs make clear, not only within the allegations comprising their First Claim for Relief, but also in their Prayer for Relief, they are asking the Court:

Pursuant to ERISA Section 502(a)(3), 29 U.S.C. § 1132(a)(3), declare the PLAN fails to comply with the requirements of ERISA Section 402(b)(3), § 1102(b)(3), and, pursuant to ERISA Section 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B), declare Named Plaintiffs' and Eligible Retirees' rights to PLAN benefits are not governed by documents purporting to be PLAN amendments reducing their benefits. (Docket 69, Second Amended Complaint ("SAC"), Prayer ¶ B) (emphasis added);

Pursuant to ERISA Section 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B), declare the Named Plaintiffs' and Eligible Retirees' rights to PLAN benefits and, applying principles of *contra proferentum* to conflicting terms of the Governing PLAN Document and the terms of any document (including the October 14, 2005 dated minutes and PLAN Amendment 2006-1) Defendants contend served as a PLAN amendment reducing Eligible Retirees' PLAN benefits, declare that the more favorable terms of the Governing PLAN Document govern the rights of Eligible Retirees and their beneficiaries. (SAC, Prayer ¶ C) (emphasis added); and

Grant Plaintiffs and the proposed class members such other and further class-wide and plan-wide relief under ERISA § 502(a)(1)(B) as more specifically pled and requested within their Claims for Relief. . ." (SAC, Prayer ¶ L) (emphasis added).

On June 7, 2007, I reviewed, approved and executed a document entitled “Resolutions of the Qwest Plan Design Committee–Qwest Group Life Insurance Plan Regarding Amendment 2007-1,” a copy of which bears Bates Nos. QL06596-QL06598 (the “June 2007 Resolutions”).

(Docket 91-20, Taylor Declaration, ¶ 8). The undisputed document, Amendment 2007-1, is attached hereto as Plaintiffs’ Exhibit 9. It is very telling. Amendment 2007-1 removed all prior language in the 1998 Governing Plan Document which up to that point in time set forth better terms for higher paying Plan benefits to beneficiaries of Eligible Retirees. In other words, the June 7, 2007 dated Plan Amendment 2007-1 *removed altered or deleted* the following more favorable Plan benefit terms: Section 1.1 “Basic Life Coverage”; Section 2.6 “Benefits for Eligible Retirees”; Appendix 2 “Benefits Schedule”; Appendix 7, “Minimum and Maximum Benefits for Certain Eligible Retirees; and Appendix 8, “Minimum and Maximum Benefits for Certain Eligible Retirees”. (See generally Exhibit 9, bearing bates QL06596-QL06598).

Therefore, it is undisputed that more favorable controlling benefit terms continued to exist in the 1998 Governing Plan Document, a copy of which document Defendants submitted as Docket 91-6, during the 17 month period (January 1, 2006 through June 6, 2007) when reduced benefits were paid to hundreds of beneficiaries of deceased retirees.

Just as Defendants seek to benefit by the reservation of rights (ROR) clause, Plaintiffs seek to benefit by the more favorable terms which should have dictated the amount of Plan benefits paid to beneficiaries, such as Plaintiff Martha A. Lensink. The Court can now enter a summary judgment ruling that Plan administrators should have acted in the best interests of Plan beneficiaries, as required by ERISA Section 404(a)(1), and they should have applied principles of *contra proferentum* and carried out the more favorable terms of the 1998 Governing Plan Document when making benefit payments to beneficiaries of deceased Eligible Retirees. To the extent there were coexisting conflicting or ambiguous terms up until June 7, 2007, the Court

should apply principles of *contra proferentum*, and construe the ambiguity in favor of Eligible Retirees and against the drafter. See *Miller v. Monumental Life Insurance Company*, 502 F.3d 1245, 1253 (10th Cir. 2007) (“Failure to employ *contra proferentem* would “afford less protection to employees and their beneficiaries than they enjoyed before ERISA was enacted, a result that would be at odds with the congressional purposes of promoting the interests of employees and beneficiaries and protecting contractually defined benefits. . . .”).

**B. The Plan Has Never Complied With ERISA Section 402(b)(3) and Provided a Procedure For Amending the Plan and Adopting Plan Amendments.**

In their motion for a summary judgment, Plaintiffs ask the Court to declare the Plan fails to comply with the requirements of ERISA Section 402(b)(3), 29 U.S.C. § 1102(b)(3).<sup>2</sup> (See also Docket 69, SAC ¶¶ 77-78). Article 10.1 of the 1998 Governing Plan Document states “the Company reserves the right to, in its sole discretion, to amend the plan at any time.” Defendants have produced a resolution by the Qwest Board of Directors designating the Qwest Plan Design Committee as the entity with responsibility for making plan amendments and changes. (See Docket 91, p. 5 ¶ 20). Plaintiffs agree that particular document suffices for “identifying the persons who have authority to amend the plan.” 29 U.S.C. § 1102(b)(3). *Curtiss-Wright Corporation v. Schnoonejongen.*, 514 U.S. 73, 115 S.Ct. 1223, (1995).

But, neither Article 10.1 nor any Qwest corporate by-laws nor any corporate resolution sheds any light on what the “procedure” is for amending the Plan. Unlike in *Curtis-Wright*, which case was remanded for a fact intensive inquiry into whether or not the procedure set forth in the corporate by-laws was complied with, there is no procedure set forth in any corporate

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<sup>2</sup> ERISA Section 402(b)(3) states that “every employee benefit plan shall— provide a procedure for amending such plan, and for identifying the persons who have authority to amend the plan.” 29 U.S.C. § 1102(b)(3).

document. Defendants have no written Plan amendment procedure for anyone to refer to and comply with.

In *Cirulis v. Unum*, 321 F.3d 1010, 1014 (10<sup>th</sup> Cir. 2003), the appellate court ruled that the right to amend requires compliance with amendment procedures (citing *Krumme v. WestPoint Stevens, Inc.*, 143 F.3d 71, 84 (2d Cir.1998)) . Therefore, when an alleged Plan amendment is being challenged, the Court should first look and determine whether the challenged document complies with the Plan’s stated amendment “procedure.” Alas, the Plan in this case has no specified amendment procedure. Since the Plan, to this date, does not meet the requirements of ERISA Section 402(b)(3), and it does not provide a procedure for amending the Plan and for adopting plan amendments, Plaintiffs request the Court grant them equitable relief and declare all Eligible Retirees’ benefit rights continue to be governed by the more favorable terms of the 1998 Governing Plan Document.

Defendants contend that Plaintiffs can get nowhere with that claim and request for declaratory and equitable relief. Defendants contend that violation of ERISA Section 402(b)(3) is a technical violation and Plaintiffs must show more. Therefore, in the following sections, Plaintiffs will point out the evidence of bad faith and active concealment with respect to Defendants’ purported Plan amendments.

**C. The October 14, 2005 Recommendation and Resolutions Document Was Not “Adopted” as a Plan Amendment.**

Defendants don’t know what to call the October 14, 2005 dated document, which is Exhibit 3, to Plaintiffs’ motion. (Docket 66-4, bearing bates QL02122). Defendants’ key witness, Plan Administrator Erik Ammidown reveals how very confused he is about this document also identified in his declaration as Exhibit 3 (See Docket 91-2). Mr. Ammidown begins in paragraph No. 7 of his sworn statement by calling the document the “Oct. 2005

Resolutions.” Then, he immediately starts calling the same document the “2005 Amendment.” In paragraph No. 12 he goes back to calling the document the “Oct. 2005 Resolutions.” Again, in paragraph No. 16, he calls the document the “Oct. 2005 Resolutions.” (Docket 91-2, ¶¶ 7, 12 and 16).

Which is it? the “Oct. 2005 Resolutions”? or the “2005 Amendment”? A careful reading of Exhibit 3 proves the document is merely a **recommendation** for Mr. Ammidown, acting as a director level management employee, to take certain action.<sup>3</sup> And, it was unfinished business, as explained by Mr. Ammidown who states he thought about drafting a new restated Plan document in its entirety, one that would incorporate the terms of the October 2005 Resolutions, but that job was never carried out. (Docket 91-2, ¶ 12).

Unlike the December 13, 2006 dated Plan Amendment 2006-1, the October 14, 2005 dated document wasn't “adopted” and formally incorporated into the 1998 Governing Plan Document. In their opposition brief, Defendants use their best effort to avoid using the term “adopt” when explaining what transpired 14 months later in December 2006, when the Committee did, indeed, *adopt* to the Governing Plan Document a document entitled “Plan Amendment 2006-1” which states “Effective January 1, 2006, with respect to Post-1990 Occupational Retirees, the Basic Life Coverage is a flat \$10,000 Benefit.” (Docket 66-8, Exhibit 7 stating: “To reflect its approval and **adoption** of the proposed changes, the Committee approved and **adopted** the resolutions that are attached hereto and made a part hereof as Exhibit A; the attached amendment which is effective January 1, 2006 is **adopted** in substantially the form attached hereto; RESOLVED, that the Amendment 2006-1 to the Qwest Group Life

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<sup>3</sup> The October 14, 2005 document states: “**Recommendation:** That the Director, Employee Benefits, Health Life & Disability, Human Resources, or his delegate, be authorized to take all actions appropriate to implement for the 2006 plan year:” (Docket 66-4, Exhibit 3, Bates QL02122).

Insurance Plan be and hereby is **adopted** effective January 1, 2006, in substantially the form as the attached document;”) (emphasis added) (Docket 66-4, Ex. 7, QL07001, QL07003-QL07004).

Mr. Ammidown states that “in lieu of creating” a restated Governing Plan Document, Plan Design Committee members “reviewed, approved and executed” the December 13, 2006 dated Plan Amendment 2006-1. (Docket 91-2, ¶ 13). Defendants describe the purpose of this event occurring in December 2006 was to “restate the 2005 Amendment.” But, nowhere does the December 13, 2006 dated paper refer to the October 14, 2005 dated paper. Bottom line: The October 2005 dated recommendation document was never adopted and made part of the 1998 Governing Plan Document. Plan Amendment 2006-1 was adopted, but wrongfully applied retroactively.

**D. Retroactive Application of Plan Amendment 2006-1 Violates Plan Terms and the Rights of Plan Beneficiaries Whose Benefits Vested Before That Amendment Was Executed and Adopted By Members of the Qwest Plan Design Committee. Violating the Prior Loss Proviso is the Necessary Evidence of Bad Faith.**

Plan Amendment 2006-1 was adopted on December 13, 2006, after Plan administrators had already reduced Plan benefits payable to numerous beneficiaries of Post-1990 Occupational Retirees, including Plaintiff Lensink. Defendants admit that reduced payments were sent to the beneficiaries of deceased retirees starting on January 1, 2006. (Docket 91, p. 2, admitting ¶ 11). That action violated the “Prior Loss Proviso.”

Defendants contend that in order for Plaintiffs to succeed with their claim that Amendment 2006-1 be declared null and void, they need to “prove detrimental reliance by plaintiffs or bad faith or active concealment by the plan sponsor.” (Docket 91, p. 13). Quite simply, violating the Prior Loss Proviso is the quintessential proof of Defendants acting in bad faith. It is no excuse for Defendants to have not first adopted a Plan Amendment mandating a reduction of benefits and removing all other inconsistent Plan terms more favorable to the

retirees before sending out reduced benefit payments.<sup>4</sup>

Although after the October 14, 2005 recommendation was made, Defendants intended for there to be a new restated Plan document created, that task was not carried out. Instead, Defendants decided to adopt a Plan amendment, but, that didn't happen for another 14 months on December 13, 2006. Hence, Defendants acted in bad faith when they allowed Plan administrators and claims handlers to shortchange numerous beneficiaries, including Plaintiff Lensink whose husband passed away on January 6, 2006, months before the adoption of Plan Amendment 2006-1.

Defendants' failure to abide by existing Plan terms cannot be excused by efforts by the company, the Union and the Retirees' organization to inform retirees that the company intended to reduce benefits. Moreover, the so-called 'notice' Defendants contend was sent to Mr. Lensink while he was terminally ill is woefully illegible and insufficient. (See Docket 91-28). In any event, Plaintiff Lensink's testimony is she never knew about the reduction in Plan benefits until after she asked for payment. (Docket 91-14, p. 2, response to 1 & 2; and pp. 7-8, response to 23).

Defendants do not quarrel with Plaintiffs' Tenth Circuit authority holding that a *post hoc* amendment cannot alter a plan provision in effect at the time performance under the plan became due. *Gorman v. Carpenters' & Millwrights' Health Benefit Trust Fund*, 410 F.3d 1194, 1198 (10th Cir. 2005); *Bartlett v. Martin Marietta Oper. Supp., Inc. Life Ins. Plan*, 38 F.3d 514, 517 (10th Cir.1994) (subsequent modifications to the plan do not affect the terms of the written plan

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<sup>4</sup> Presumably, Defendants were caught off guard with their unfinished business when they received the November 15, 2006 ERISA document demand letter from the undersigned counsel for retirees which letter required disclosure of the controlling Plan document and all Plan amendments. Plan Amendment 2006-1 was drafted, executed and adopted on December 13, 2006, a few days before the 30 day deadline for making the required ERISA Section 104(b) document disclosure response. (See Docket Nos. 91-8 and 91-9)

in existence when insured died).

All of Defendants' arguments about 'ratification' are most irrelevant and must be rejected. The "Prior Loss Proviso" uses as the distinct triggering date the date an amendment is *adopted*, not the date of 'ratification.' Article 10.1 in the 1998 Governing Plan Document states no amendment "shall reduce the benefits of any Participant with respect to a loss incurred prior to the date such amendment is adopted" (emphasis added), and that is an express limitation on Qwest's rights under the ROR clause. (Docket 47, Amended Order at pp. 10-11). Defendants' arguments concerning ratification severely stray from the express terms of the Plan – the common and ordinary meaning of the Prior Loss Proviso. The Tenth Circuit proclaims "we have repeatedly rejected efforts to stray from the express terms of a plan, regardless of whom those express terms may benefit." *Allison v. Bank One-Denver*, 289 F.3d 1223, 1236 (10<sup>th</sup> Cir. 2002) (citations omitted) (further commenting "[r]esort to a plan's terms in the event of a dispute should not require the prescience of a clairvoyant as to whether an amendment has occurred." *Id.*). Curiously, not once in their opposition brief do Defendants refer to the Prior Loss Proviso. Defendants' retroactive application of Plan Amendment 2006-1 adopted on December 13, 2006 violated the Prior Loss Proviso.

Defendants also admit they never sent retirees and beneficiaries the required notice due 210 days after adoption of Plan Amendment 2006-1. Defendants' witness Erik Ammidown confirms in his declaration that "Qwest did not send Life Plan participants or beneficiaries SMMs or other notices following execution of the Dec. 2006 Resolutions." (Docket 91-2, ¶ 14). ERISA requires a fiduciary notify each plan participant of a material change in a plan within "210 days after the end of the plan year in which the change is adopted." ERISA Section 104(b)(1)(B), 29 U.S.C. § 1104(b)(1)(B). By not going that extra step and sending an official notice or Summary of Material Modification after adoption of the December 13, 2006 Plan

Amendment 2006-1, Defendants engaged in active concealment. Accordingly, the Court should grant Plaintiffs a summary judgment ruling that Plan Administrators failed to act in accordance with the rules of the 1998 Governing Plan document and as required by ERISA Section 404(a)(1), 29 U.S.C. § 1104(a)(1).

**CONCLUSION and REQUEST FOR ORAL ARGUMENT**

For all the foregoing reasons, the Court should grant a summary judgment in favor of Plaintiffs. The Court should declare Plaintiffs' benefit rights remain controlled by the more favorable terms in the 1998 Governing Plan Document, unaffected by documents Defendants contend to be Plan amendments reducing their benefits. In the alternative, Plaintiffs request the Court to enter a summary judgment declaring that at least until June 7, 2007, Eligible Retirees' benefit rights remained controlled by the more favorable Plan terms not removed or deleted until June 7, 2007 by virtue of Plan Amendment 2007-1.

In the alternative, Plaintiffs request the Court declare the October 14, 2005 dated document, Exhibit 3, does not suffice to be an adopted Plan amendment and, furthermore, the December 13, 2006 dated Amendment 2006-1 executed and adopted on December 13, 2006 is null and void as applied retroactively to reduce Plan benefits payable to beneficiaries of Plan participants who died during January 1, 2006 through December 12, 2006 and that the Prior Loss Proviso was violated and Plan administrators violated fiduciary duties under ERISA Section 404(a)(1)(D), 29 U.S.C. § 1104(a)(1)(D).

Due to the importance of the issues in this civil action, which case is being monitored by thousands of putative class members, the complexity of the case and the unique legal arguments posed by both sides, an oral argument hearing may be useful to the Court and is requested.

DATED this 29<sup>th</sup> day of July, 2008.

s/ Curtis L. Kennedy  
Curtis L. Kennedy

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Denver, CO 80237-1741  
Telephone: 303-770-0440  
Facsimile: 303-843-0360  
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*ATTORNEY FOR PLAINTIFFS*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 29<sup>th</sup> day of July, 2008, a true and correct copy of the above and foregoing document, together with Exhibit 9, was electronically filed with the Clerk of the Court using the CM/ECF system and a courtesy copy was emailed to Defendants' counsel of record as follows:

<p>Christopher J. Koenigs, Esq. Michael B. Carroll, Esq. SHERMAN &amp; HOWARD, L.L.C. 633 17th Street, Suite 3000 Denver, CO 80202 Tele: 303-299-8458 Fax: 303-298-0940 ckoenigs@sah.com (Chris Koenigs, Esq.) mcarroll@sah.com (Michael Carroll, Esq.) <i>Counsel for Qwest Defendants</i></p>	
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Also, copy of the same was delivered via email to each Plaintiff:

*/s Curtis L. Kennedy*  
Curtis L. Kennedy

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Defendants.

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# Exhibit 9

**RESOLUTIONS OF THE QWEST PLAN DESIGN COMMITTEE  
QWEST GROUP LIFE INSURANCE PLAN  
REGARDING AMENDMENT 2007-1**

**WHEREAS** the Qwest Group Life Insurance Plan, (formerly the U S West Group Life Insurance Plan) as Amended and Restated Effective June 12, 1998 (the "Life Plan"), is sponsored by Qwest Communications International Inc. (the "Company");

**WHEREAS** Section 10.1 of the Life Plan provides that the Company may amend the Plan;

**WHEREAS** Section 8.4 of the Life Plan provides that the Company may delegate its responsibility as Plan Sponsor and, pursuant to resolutions adopted at the May 2, 2001 meeting of the Board, the Company delegated its powers as set forth therein, including the authority to amend the Plan, to the Company's Plan Design Committee;

**WHEREAS** the Plan Design Committee delegated the authority to amend any and all the employee benefit plans sponsored by the Company, including the Life Plan, to the Executive Vice President of Human Resources;

**WHEREAS** the Plan Design Committee previously amended the Life Plan: (a) on October 14, 2005 to, *inter alia*, change the Basic Life Coverage for Post-1990 Occupational Retirees to reduce such benefit to a fixed \$10,000 benefit effective January 1, 2006, and (b) on September 14, 2006 to, *inter alia*, change the Basic Life Coverage for all Pre-1991 Retirees, ERO-1992 Retirees, and Management Post-1990 Retirees to reduce such benefit to a fixed \$10,000 benefit effective January 1, 2007 (collectively the "Prior Life Plan Amendments"); and

**WHEREAS** the Plan Design Committee has determined it appropriate to further document the Prior Life Plan Amendments by amending the Life Plan as follows (capitalized terms above and below shall have the meanings set forth in the Life Plan):

◇ Effective January 1, 2007, the Section 1.1 definition of "Basic Life Coverage" was restated in its entirety as follows:

"Basic Life Coverage" means basic life insurance coverage in an amount equal to an Eligible Employee's Annual Pay that is available as a Benefit; provided, however, that the basic life insurance coverage amount for ELIP Participants who are Eligible Employees shall be limited to no more than a maximum Benefit of \$50,000 and the Benefit for an Eligible Retiree who is an ELIP Participant shall be in accordance with other Benefit limitations as set forth in the Plan and below.

Effective January 1, 2006, with respect to Occupational Employees who upon their retirement become Eligible Retirees, the Basic Life Coverage is a \$10,000 Benefit. Effective January 1, 2006, with respect to Post-1990 Retirees who are former Occupational Employees, the Basic Life Coverage is a \$10,000 Benefit. To the extent a Post-1990 Retiree who is a former Occupational Employee has elected and maintained participation in Supplemental Life Coverage, the amount of such Benefit shall not be impacted due to this change in Basic Life Coverage.

Effective January 1, 2007, with respect to all Eligible Employees, who upon their retirement become Eligible Retirees, the Basic Life Coverage is a \$10,000 Benefit. Effective January 1, 2007, with respect to all Eligible Retirees (including, but not limited to, Pre-1991 Eligible Retirees, Post-1990 Management Retirees, and Post-1990 Retirees who are former Occupational Employees), the Basic Life Coverage is a \$10,000 Benefit. To the extent an Eligible Retiree has elected and maintained participation in Supplemental Life Coverage, the amount of such Benefit shall not be impacted due to this change in Basic Life Coverage.

◇ Effective January 1, 2007, Section 2.6 was restated in its entirety as set forth below to delete subsection (a) "Basic Life Coverage," and to re-designate the remaining subsections of Section 2.6 as follows:

2.6 Benefits for Eligible Retirees. An Eligible Retiree shall commence participation in the Plan on the first day of the month coinciding with or next following the date on which such former Eligible Employee becomes eligible to receive a service pension or disability benefit in accordance with the terms of the US WEST Pension Plan or its successor, the Qwest Pension Plan. The Benefit is the Basic Life Coverage as defined and set forth in Section 1.1.

Section 2.6(b) "AD&D Coverage" is now designated Section 2.6 (a)  
 Section 2.6(c) "Supplemental Life Coverage" is now designated Section 2.6 (b)  
 Section 2.6(d) "Dependent Life Coverage" is now designated Section 2.6 (c)

◇ Effective January 1, 2007, Appendix 2 "Benefits Schedule" was amended to restate the Basic Life Benefit as follows and to delete the \*\*footnote on Appendix 2:

Plan Benefit Coverage	Benefit Schedule
Basic Life – Active Eligible Employees	Management - One and one-half Times Annual Pay  Occupational- One Times Annual Pay  Increased to the next higher \$1,000 increment; Subject to age reduction schedule as set forth in Section 2.7 (a)
Basic Life – Eligible Retired Employees	The Basic Life Coverage is a \$10,000 Benefit

◇ Effective January 1, 2007, Appendices 7 and 8 "Minimum and Maximum Benefits for Certain Eligible Retirees" were deleted in their entirety.

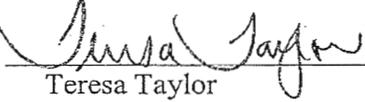
**RESOLVED**, that the Life Plan be and hereby is amended to further document the Prior Life Plan Amendments and to incorporate the amendments and modifications outlined above;

**RESOLVED**, that administrative practices previously adopted within the terms of the foregoing resolutions are hereby affirmed, approved and ratified in all respects as contemplated herein; and

**FURTHER RESOLVED**, that the Plan Design Committee be, and or its duly authorized delegate be, and each of them hereby is, authorized and instructed to execute any and all documents and to take any and all actions necessary or appropriate to effectuate the amendment of the Life Plan as contemplated herein.

Executed this 7 day of June, 2007.

PLAN DESIGN COMMITTEE  
QWEST COMMUNICATIONS INTERNATIONAL INC.

By:   
Teresa Taylor  
Title: Executive Vice President

By:   
Erik P. Ammidown  
Title: Director, Health, Life & Disability

By:   
Felicity O'Herron  
Title: Vice President, Human Resources - Compensation