

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

AUSTIN C. BARKER, on behalf of himself, all others)
similarly situated and the general public,)

Plaintiffs,)

v.)

QWEST COMMUNICATIONS CORPORATION dba)
QWEST COMMUNICATIONS INTERNATIONAL,)
INC., a Delaware corporation; QWEST SERVICES)
CORPORATION, a Colorado corporation; and DOES 1)
to 100, inclusive,)

Defendants.)

Case No. SACV-05- 0271 JVS (RNBx)

CLASS ACTION

**NOTICE OF PROPOSED CLASS ACTION
SETTLEMENT**

TO: EMPLOYEES OF QWEST IN CALIFORNIA FROM MARCH 18, 2001 THROUGH OCTOBER 9, 2006 WHO WORKED AS ACCOUNT CONSULTANTS OR SALES ENGINEERS.

THIS NOTICE REQUIRES THAT YOU EITHER: (1) SUBMIT A PROOF OF CLAIM FORM VIA U.S. MAIL POSTMARKED ON OR BEFORE FEBRUARY 28, 2007, IN ORDER TO RECEIVE PAYMENT; OR (2) SUBMIT A WRITTEN REQUEST FOR EXCLUSION VIA U.S. MAIL POSTMARKED ON OR BEFORE FEBRUARY 28, 2007 IN ORDER TO BE EXCLUDED FROM THE SETTLEMENT.

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, THIS NOTICE CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHTS.

I. INTRODUCTION

On March 18, 2005, plaintiff Austin Barker ("Plaintiff") filed the initial complaint against Defendants Qwest Communications Corporation dba Qwest Communications International, Inc. and Qwest Services Corporation ("Defendants" or "Qwest"). The Complaint sought recovery of unpaid wages, meal and rest breaks, illegal record keeping, and violations of various sections of the California Labor Code and also alleged unfair competition pursuant to Business & Professions Code ("B&PC") § 17200. The named Class Representative purports to represent a class of Sales Engineers (SEs) and Account Consultants (ACs) who were allegedly misclassified as salary exempt and who worked for Qwest in the State of California from March 18, 2001 through October 9, 2006 ("Qwest Litigation").

II. THE PROPOSED SETTLEMENT

This proposed settlement is subject to final court approval. Qwest has agreed to pay up to \$2,500,000.00 on a claims-made basis, inclusive of costs of administration, expenses, payments of valid claims, named plaintiff enhancements, attorneys' fees and costs, and expenses to resolve the claims, as stated in the release provisions of the Stipulation of Settlement and summarized below.

The following is a summary of the Settlement provisions. The specific and complete terms of the proposed settlement are stated in the Stipulation of Settlement, a copy of which is on file with the Clerk of the Court for the United States District Court for the Central District of California located in Santa Ana, California.

Distribution of Settlement Amounts. The settlement fund will be distributed to class participants as follows: Each class participant will be paid \$94.80 for each compensable week worked during the class period.

Claims Payment. Qwest has agreed to pay all valid claims through the Claims Administrator, in accordance with the terms of the Stipulation of Settlement, after final approval of class settlement. The individual settlement payments will be distributed approximately 60-90 days after the Court enters its order giving final approval to the class settlement, provided there is no appeal of the Court's final approval of the class settlement. Any settlement payment for which you are eligible will be mailed to you at the address on the Proof of Claim and Release form. Each settlement payment shall be allocated fifty percent (50%) to back wages, thirty percent (30%) to penalties, and twenty percent (20%) to interest. Applicable taxes for settlement payments to class participants will be deducted from your payment.

If the Court does not approve the Stipulation for Settlement, the proposed settlement will be null and void and no payments will be made.

Releases. Effective upon entry of a Court order granting final approval of the proposed class settlement, members of the settlement class who have not validly exercised their right to "opt-out" waive and release any and all claims, demands, rights, liabilities, and/or causes of action of any nature and description whatsoever, known or unknown, in law or in equity, whether or not concealed or hidden, asserted or that might have been asserted by the named plaintiff or by any class member, for unpaid compensation, including, but not limited to, claims based on alleged violations of any state or federal statutes, rules or regulations, arising out of or related to any claims or allegations raised or that could have been raised in the action from March 18, 2001 through October 9, 2006, that Qwest (1) failed to pay overtime; (2) failed to maintain proper records of hours worked or compensation; (3) is liable for interest, penalties, or meal periods, including but not limited to waiting time penalties; (4) failed to provide meal or lunch brakes; (5) violated, or is liable under, the California Labor Code, including, but not limited to, sections 200 *et seq.*, 203, 218.5, 218.6, 226, 226.7, 500 *et seq.*, 558, 1194, 1194.2, 2699; California Business and Professions Code sections 17000 *et seq.* and 17200 *et seq.*; California Civil Code Sections 1021.5, 1032, 3287, and 3289 and/or the California Wage Orders or regulations of the California Industrial Welfare Commission.

Upon final Court approval of the Stipulation, an order shall be entered dismissing with prejudice, and fully and finally settling, the Qwest Litigation as to all settlement class members, except those who properly and timely request exclusion from the Settlement in the manner described in Section V, below.

III. THE SETTLEMENT CLASS

Solely for purposes of this class settlement, the parties have agreed to the certification of a settlement class. The settlement class to be conditionally certified pursuant to Federal Rule of Civil Procedure 23 and shall consist of any and all persons who were employed by Qwest at any time from March 18, 2001 through October 9, 2006, as exempt Sales Engineers and/or Account Consultants at a Qwest location in the State of California.

IV. CLAIM PROCEDURE

If you are an individual who was employed at any time by Qwest from March 18, 2001 through October 9, 2006, as an exempt Sales Engineers and/or Account Consultants at a Qwest location in California, you are eligible to file a claim for an individual settlement payment under the terms of the class settlement.

In order to obtain payment under the terms of the class settlement, you must file a signed claim form with the Claims Administrator postmarked and/or received by the Claims Administrator no later than February 28, 2007, which is the final date for submission of claims.

If you fail to submit a claim form by the final date for submission of claims, you will be disqualified from seeking monetary relief under the class settlement. The claim form is enclosed with this notice.

How to File a Claim. To file a claim you must sign the enclosed claim form and release at the place indicated at the end of the form and submit it to the Claims Administrator, at the address listed below, **no later than the final date for submission of claims, February 28, 2007.** If you wish assistance in completing your claim form, you may contact Plaintiffs' counsel at the address set forth below. You should keep a copy of your claim form, as well as the envelope reflecting the postmark and/or other evidence of the date of mailing.

The Claims Administrator is:

**Qwest Communications Claims Administrator
c/o Desmond, Marcello & Amster
P. O. Box 451999
Los Angeles, CA 90045
(310) 216-1400**

Do not use the opt-out form enclosed with this notice if you wish to receive payment under the terms of the class settlement, even if you dispute the number of weeks worked stated in your form.

The opt-out form is only to be used if you wish not to participate in the class settlement. If you do not opt-out your claims will be released.

V. RIGHT TO OPT OUT OF THE CLASS SETTLEMENT

You may opt-out of the class settlement if you comply with the opt-out procedure stated below. To opt-out, you must complete the enclosed request for exclusion form (the "Opt-Out Form") and return it to the Claims Administrator postmarked on or before February 28, 2007. Persons who elect to opt-out of the class settlement will not be entitled to receive any monetary relief under the class settlement, nor will they be considered to have released their claims for alleged unpaid compensation. If you opt-out of the class settlement, you may not pursue recovery at all under the class settlement. You may, however, pursue other legal remedies apart from the class settlement that may be available to you. If you have submitted an opt-out form you will have no right to challenge the settlement or participate in the final approval hearing.

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VI. ATTORNEYS' FEES AND COSTS AND PAYMENT TO CLASS REPRESENTATIVES

Plaintiffs' counsel (The Law Offices of Kevin T. Barnes, The Law Office of Joseph Antonelli, and The Law Offices of Michael J. Procopio) will be paid a sum for all past and future fees, costs, and expenses in an amount to be determined by the Court. Plaintiffs' counsel undertook this litigation on a contingent fee basis and, under the terms of the class settlement, may seek collectively attorneys' fees in an amount \$750,000.00, which represents 30% of the settlement amount Qwest has agreed to pay, without opposition from Qwest. Likewise, Plaintiffs' counsel requests reimbursement of costs in the amount of up to \$35,000.00 including costs of administering the settlement. The Court will determine the actual amount of the fees and costs awarded to Plaintiffs' counsel.

As compensation for his active participation in the litigation, for the risk he undertook to become the representative plaintiff, and for his assistance to the attorneys for the class, in addition to any amounts received as a class member, class representative Austin C. Barker will receive a lump sum payment of \$25,000. In return, he will release Qwest from all claims, including claims unrelated to the claims in the Qwest Litigation. This lump sum payment will also be subject to Court approval.

VII. NOTICE OF HEARING ON FINAL APPROVAL OF SETTLEMENT

You are hereby notified that a final approval hearing will be held on March 26, 2007 at 1:30 p.m., before Honorable James V. Selna of the in Dept. 10C of the United States District Court, Central District located at 411 W. 4th Street, Santa Ana, California 92701-4516, to determine whether the proposed settlement of the Qwest Litigation is fair, reasonable, and adequate, and should be finally approved by the Court. The Court may adjourn the hearing from time to time, without further notification, as the Court may direct. If you were a Sales Engineers and/or Account Consultant during the class period, you will be bound by the proposed settlement if it is approved, unless you opt-out by making a timely written request for exclusion as described above.

Any class member who has not opted-out of the settlement, who objects to the proposed settlement, and who has followed the procedure set forth in this paragraph, may appear in person or through counsel at the hearing on final approval, described above, and be heard as to why the settlement should not be approved as fair, reasonable, and adequate, or why a dismissal with prejudice should or should not be entered. (No attorneys' fees will be paid by Qwest for such counsel's appearance at the hearing on final approval.) No person will be heard or entitled to object, and no papers or briefs submitted by any such person will be received or considered by the Court unless, no later than the final date for submission of claims, he or she files with the Court, at the address indicated above, written notice of intention to appear at the hearing on final approval, together with copies of all papers and briefs proposed to be submitted to the Court at the hearing, and serves them by mail or other lawful means on the attorneys listed above by said date. **You must also file a proof of service with the Court stating that you mailed or delivered copies of these papers to these attorneys for the parties, listed above, on or before the final date for submission of claims.**

Any class member who does not make and serve his or her written objections within the time and in the manner provided above will be deemed to have waived such objections and will be foreclosed from making any objections (by appeal or otherwise) to the class settlement. Any member of the settlement class who is satisfied with the class settlement need not appear at the hearing.

VIII. EXAMINATION OF PAPERS AND INQUIRIES

The foregoing is only a summary of the Qwest Litigation and the class settlement and does not purport to be comprehensive. For a more detailed statement of the matters involved in the Qwest Litigation and the class settlement, you may refer to the pleadings, the stipulation of settlement, and other papers filed in the Qwest Litigation, which may be inspected at the Office of the Court Clerk, in Dept. 10C of the United States District Court, Central District located at 411 W. 4th Street, Santa Ana, California 92701-4516, during the Court's normal business hours.

All inquiries by settlement class members about the class settlement should be directed to Qwest Communications Claims Administrator, c/o Desmond, Marcello & Amster, P. O. Box 451999, Los Angeles, CA 90045, (310) 216-1400.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT,
OR THE JUDGE, WITH INQUIRIES ABOUT THE SETTLEMENT.**