

FOR IMMEDIATE RELEASE

Contact: Beth Terrell
Terrell Marshall & Daudt PLLC
(206) 816-6603

Kimberlee Gunning
Law Office of Kimberlee L. Gunning, PLLC
(206) 860-5688

Class Action Suit Challenges Qwest's Failure to Honor Its "Price for Life" Guarantee

Denver, Colorado (December 7, 2009). A customer of Qwest Communications International, Inc. ("Qwest") whom the company induced to pay higher prices for internet service by promising that his rates would be locked in "for life" today filed a multi-state class action lawsuit in the United States District Court for the District of Colorado. The lawsuit seeks to enforce Qwest's promise and collect damages for past violations of the "Price for Life Guarantee." The class, if approved, would cover Qwest customers in Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming.

According to the Complaint, Qwest has promoted the supposed "Price for Life Guarantee" for several years. When Qwest informed the plaintiff, a retired law enforcement officer, that it was increasing his supposedly locked-in rate, he called to complain. The Complaint alleges that Qwest told him that it had enjoyed such a tremendous response to the "Price for Life Guarantee" that it decided to change the offered price to a promotional rate and then raise the monthly rate.

"It is shocking that Qwest would induce customers to pay inflated prices by telling them that those rates were fixed, and then callously decide that the response was sufficiently great that it could blatantly break its promise," said Michael Lieder of Sprenger & Lang, one of the attorneys for plaintiffs. "We are interested in talking with other Qwest customers who were similarly ambushed."

Last year, the same group of lawyers filed a class action lawsuit against Qwest over the \$200 "early termination fee" that Qwest imposes on customers whose service is terminated for any reason prior to the expiration of a supposed two-year commitment. In that case, plaintiffs allege that a two-year commitment is not contained in the written documents and that, even if it were, the fee is unreasonably excessive. The ETF case also is proceeding in the federal district court in Denver.

"The juxtaposition of the two cases is striking," said co-counsel Beth Terrell of Terrell, Marshall & Daudt. "On the one hand, Qwest enforces against customers a promise that they have not made. On the other hand, it ignores its own promise made to induce customers to acquire its internet service."

In the ETF case, Qwest is seeking to enforce an arbitration and class action waiver clause that it slips into the small print of a supposed agreement that is sent to customers after

they commence service and which they are never asked to sign. Presumably Qwest will adopt the same tactic in this case, which plaintiff will oppose. Co-counsel Kimberlee Gunning explained, "Under Qwest's provision, the plaintiff would have had to pay more in arbitrator's fees than his losses to date. Such a provision that imposes litigation costs in excess of the amount at stake is designed for one purpose and one purpose only: to provide a complete shield to companies from legal actions challenging their illegal behavior."

#