Must be Postmarked No Later Than December 28, 2006 Paula Taft v. Willem Ackermans, No. 02 CV 7951 (PKL)

c/o The Garden City Group, Inc. Claims Administrator P.O. Box 9000 #6387 Merrick, NY 11566-9000 1 (888) 212-5997 (in the U.S.) 00 800 789 11789 (in the U.K. and the Netherlands)



PROOF OF CLAIM AND RELEASE

PART I: CLAIMANT IDENTI	FICATION:	WRITE ANY NAME AND ADDRESS CORRECTIONS
Claim Number: Control Number:		BELOW OR IF THERE IS NO PREPRINTED DATA TO THE LEFT, YOU MUST PROVIDE YOUR FULL NAME AND ADDRESS HERE:
		Name:
		Address:
IF THE ABOVE AREA IS <u>BL</u> , YOUR FULL NAME AND AD		
		City:
Please fill in Social Security Nu Taxpayer ID Number if box is b		State/Country:
		Zip Code:
		Check appropriate box:
Daytime Telephone Number:	() -	Individual/Sole Proprietor Pension Plan Corporation Partnership
Evening Telephone Number:	() -	Image: Trust Image: Image: Image: Image: Trust Image: Other (Specify)
Email Address:		

I. GENERAL INSTRUCTIONS

A. To recover as a member of the Settlement Class based on your claims in the action entitled Paula Taft v. Ackermans, et al., Civil Action No. 1:2002-CV-07951 (PKL) (the "Action"), you must complete this Proof of Claim and Release. If you fail to submit a properly addressed (as described in Part III below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed settlement of the Action.

B. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of the partial settlement in the Action.

C. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE **DECEMBER 28, 2006**, ADDRESSED AS FOLLOWS:

Paula Taft v. Willem Ackermans, No. 02 CV 7951 (PKL) c/o The Garden City Group, Inc. Claims Administrator P.O. Box 9000 #6387 Merrick, NY 11566-9000

If you are NOT a Settlement Class Member, as defined in the Notice of Proposed Settlement of Class Action ("Notice"), DO NOT submit a Proof of Claim and Release form.

D. If you are a Settlement Class Member, you are bound by the terms of any judgment entered in the Action, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.



II. DEFINITIONS

DEFINITIONS IN THE QWEST STIPULATION

A. "Related Parties" means each of a Settling Defendant's past or present directors, officers, partners, members, employees, controlling shareholders, attorneys, accountants or auditors, banks or investment banks, advisors, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, assigns, spouses, heirs, related or affiliated entities, any partnership in which a Settling Defendant is a general or limited partner, any entity in which a Settling Defendant has a controlling interest, any member of an Individual Settling Defendant's immediate family, or any trust or foundation of which any Settling Defendant is the settlor or which is for the benefit of any Individual Settling Defendant and/or member(s) of his or her family. Notwithstanding the foregoing, none of the Non-Settling Defendants, KPNQwest or any insurer of a Non-Settling Defendant or KPNQwest is included in the definition of Related Parties.

"Released Claims" shall collectively mean all claims, demands, rights, liabilities, and causes of action of every nature and Β. description whatsoever, whether based in law or equity, on federal, state, local, foreign, statutory or common law, or any other law, rule, or regulation (including, but not limited to, all claims arising out of or relating to any acts, omissions, disclosures, public filings, registration statements, financial statements, audit opinions, or statements by the Settling Defendants, including without limitation, claims for negligence, gross negligence, constructive or actual fraud, negligent misrepresentation, conspiracy, or breach of fiduciary duty), whether known or unknown, concealed or hidden, accrued or not accrued, foreseen or unforeseen, matured or not matured, that were asserted or that could have been asserted directly, indirectly, representatively or in any other capacity, at any time, in any forum by Lead Plaintiff, the Settlement Class Members, or the successors or assigns of any Lead Plaintiff or Settlement Class Member, or any of them against the Released Persons arising out of, based upon, or related in any way to: (a) the purchase, acquisition, sale, disposition, retention, or ownership of KPNQwest securities (including stocks, bonds, and options) and the allegations that were made or could have been made in the Litigation; (b) the purchase or other acquisition of, the retention of, the sale or other disposition of, or any other transaction involving KPNQwest securities by any of the Released Persons during the Settlement Class Period; or (c) the settlement or resolution of the Litigation (including, without limitation, any claim for attorneys' fees by Lead Plaintiff or any Settlement Class Member). Released Claims shall also include claims related to any tax effects or tax liabilities (including any interest, penalties and representation costs) arising out of this Stipulation or any payment or transfer made pursuant to this Stipulation. Released Claims shall also include Unknown Claims otherwise subject to this provision. Except as provided in paragraph 5.4 of the Stipulation, Released Claims shall expressly exclude any claims that the Lead Plaintiff or a Settlement Class Member may have against the Non-Settling Defendants. KPNQwest, or any insurer of a Non-Settling Defendant or KPNQwest concerning insurance policies issued to such Non-Settling Defendant or KPNQwest.

C. "Released Persons" means each and all of the Settling Defendants and their Related Parties. Notwithstanding the foregoing, and except as provided in paragraph 5.4 of the Stipulation of Partial Settlement ("Stipulation"), none of the Non-Settling Defendants, KPNQwest, or any insurer of a Non-Settling Defendant or KPNQwest is included in the definition of Released Persons.

D. "Settling Defendants" means Qwest Communications International Inc., Brendan Keating, Joseph Nacchio, Drake Tempest, Jeffrey Von Deylen, John McMaster, and Robert Woodruff.

E. "Unknown Claims" means any Claims that any Settlement Class Member or Lead Plaintiff do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her, or its settlement with and release of the Released Persons, or might have affected his, her, or its decision not to object to this settlement.

DEFINITIONS IN THE KPN STIPULATION

A. "Settling Defendants" means, collectively, KPN and each of the Individual Settling Defendants. Notwithstanding the foregoing, none of the Prior Settling Defendants is included in the definition of Settling Defendant.

B. "Released Persons" means each and all of the Settling Defendants and their Related Parties and KPNQwest. Notwithstanding the foregoing, and except as provided in paragraph 5.3 of the Stipulation of Partial Settlement (the "Stipulation") below, none of the Prior Settling Defendants is included in the definition of Released Persons.

C. "Related Parties" means each of a Settling Defendant's past or present directors, officers, partners, members, employees, controlling shareholders, attorneys, accountants or auditors, banks or investment banks, advisors, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, assigns, spouses, heirs, related or affiliated entities, any partnership in which a Settling Defendant is a general or limited partner, any entity in which a Settling Defendant has a controlling interest, any member of an Individual Settling Defendant's immediate family, or any trust or foundation of which any Settling Defendant is the settlor or which is for the benefit of any Individual Settling Defendant and/or member(s) of his or her family. Notwithstanding the foregoing, none of the Prior Settling Defendants is included in the definition of Related Parties.

D. "Released Claims" shall collectively mean all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, whether based in law or equity, on federal, state, local, foreign, statutory or common law, or any other law, rule,



or regulation (including, but not limited to, all claims arising out of or relating to any acts, omissions, disclosures, public filings, registration statements, financial statements, audit opinions, or statements by the Settling Defendants, including without limitation, claims for negligence, gross negligence, recklessness, constructive or actual fraud, negligent misrepresentation, conspiracy, or breach of fiduciary duty), whether known or unknown, concealed or hidden, accrued or not accrued, foreseen or unforeseen, matured or not matured, including Unknown Claims, that were asserted or that could have been asserted directly, indirectly, representatively or in any other capacity, at any time, in any forum by Lead Plaintiff, any Settlement Class Member, the successors or assigns of any Lead Plaintiff or Settlement Class Member, or any of them against the Released Persons arising out of, based upon, or related in any way to: (a) the purchase, acquisition, sale, disposition, retention, or ownership of KPNQwest securities (including stocks, bonds, and options) and the allegations that were made or could have been made in the Litigation; (b) the purchase or other acquisition of, the retention of, the ownership of, the sale or other disposition of, or any other transaction involving KPNQwest securities by any of the Released Persons during the Settlement Class Period; or (c) the settlement or resolution of the Litigation (including, without limitation, any claim for attorneys' fees by Lead Plaintiff or any Settlement Class Member). Released Claims shall also include claims related to any tax effects or tax liabilities (including any interest, penalties and representation costs) arising out of this Stipulation or any payment or transfer made pursuant to this Stipulation. Released Claims shall also include Unknown Claims otherwise subject to this provision.

E. "Unknown Claims" means any claims that any Settlement Class Member or Lead Plaintiff do not know or suspect to exist in his, her, its or their favor at the time of the release of the Released Persons which, if known by him, her, it, or them might have affected his, her, its or their settlement with and release of the Released Persons (including, without limitation, his, her, its or their decision not to request exclusion from the Settlement Class), or might have affected his, her, its, or their decision not to object to this settlement.

III. CLAIMANT IDENTIFICATION

A. If you purchased or otherwise acquired KPNQwest N.V. securities and held the certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

B. All joint purchasers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of Persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

C. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All Claimants MUST submit a manually signed paper Proof of Claim and Release form listing all their transactions whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at 1(888) 212-5997 or visit its website at <u>www.gardencitygroup.com</u> to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

IV. CLAIM FORM

A. In the space provided below, supply all required details of your transaction(s) in KPNQwest N.V. securities. If you need more space, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

B. Please provide all of the requested information with respect to all of your purchases and acquisitions, and all of your sales of KPNQwest N.V. securities which took place at any time from November 9, 1999 through May 31, 2002, inclusive (the "Settlement Class Period"), whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

C. List each transaction in the Settlement Class Period separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day and year of each transaction you list.

D. Broker confirmations or other documentation of your transactions in KPNQwest N.V. securities should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

E. The requests are designed to provide the minimum amount of information necessary to process the most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your losses. In some cases where the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Settlement Class with the information provided, the Claims Administrator may condition acceptance of the claim upon the production of additional information and/or the hiring of an accounting expert at the Claimant's cost.



PART II: V. SCHEDULE OF TRANSACTIONS IN KPNQWEST N.V. COMMON STOCK

Separately list each of your purchases, acquisitions or sales of KPNQwest N.V. common stock below. Attach a separate schedule if more space is needed. Be sure to include and sign your name and Social Security number or Tax ID number on any additional sheets. The date of purchase, acquisition or sale is the "trade" or "contract" date, and not the "settlement" or "payment" date.

- A. BEGINNING HOLDINGS: Show the number of shares of KPNQwest N.V. common stock held at the close of trading on November 8, 1999. (*If none, write 0*), (*Must be documented*):
- B. **PURCHASES/ACQUISITIONS:** List all purchases/acquisitions of KPNQwest N.V. common stock during the period of **November 9, 1999** through and including **May 31, 2002.** (*Must be documented*):

Date(s) of Purchase/Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased/Acquired	Purchase/Acquisition Price per share	Total Purchase/ Acquisition Price (<u>including</u> commissions, taxes, or other fees)	Please indicate Currency Used For Transaction	Check box if shares were Acquired as the result of a Dividend
/ /					
/ /]
/ /]
/ /					

C. SALES: List all sales of KPNQwest N.V. common stock during the period from November 9, 1999 through and including May 31, 2002. (*Must be documented*):

Date(s) of Sale (List Chronologically) (Month/Day/Year)	Number of Shares of Common Stock Sold	Sale Price per share	Total Sale Price (<u>including</u> commissions, taxes, or other fees)	Please indicate Currency Used For Transaction
/ /				
/ /				
/ /				
/ /				

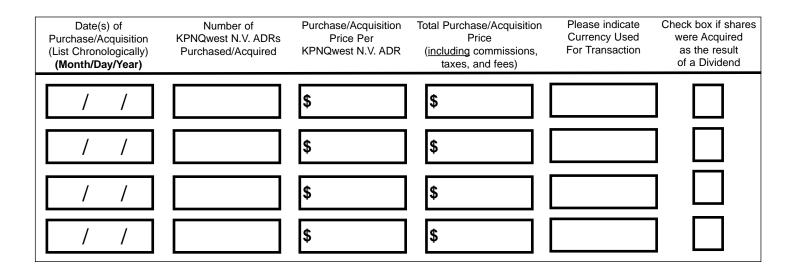
D. UNSOLD HOLDINGS: Show the number of shares of KPNQwest N.V. common stock held at the close of trading on **May 31, 2002.** (*If none, write 0*), (*Must be documented*):



VI. SCHEDULE OF TRANSACTIONS IN KPNQWEST N.V. AMERICAN DEPOSITARY RECEIPTS ("ADRs"

Separately list each of your purchases, acquisitions and/or sales of KPNQwest N.V. ADRs below. Attach a separate schedule if more space is needed. **Be sure to include your name and Social Security number or Tax ID number on any additional sheets.** The date of purchase, acquisition or sale is the "trade" or "contract" date, and not the "settlement" or "payment" date.

- A. BEGINNING HOLDINGS: Number of KPNQwest N.V. ADRs held at the close of trading on November 8, 1999 (*If none, write 0*) (*Must be documented*):
- B. **PURCHASES/ACQUISITIONS:** Purchases/Acquisitions of KPNQwest N.V. ADRs during the period **November 9, 1999** through and including **May 31, 2002**. (*Must be documented*):



C. SALES: Sales of KPNQwest N.V. ADRs during the period November 9, 1999 through and including May 31, 2002. (*Must be documented*):

Date(s) of Sale (List Chronologically) (Month/Day/Year)	Number of KPNQwest N.V. ADRs Sold	Sale Price Per KPNQwest N.V. ADR	Total Sale Price (<u>including</u> commissions, taxes, and fees)	Please indicate Currency Used For Transaction
/ /		\$	\$	
/ /		\$	\$	
/ /		\$	\$	
/ /		\$	\$	

D. UNSOLD HOLDINGS: Number of KPNQwest N.V. ADRs owned at the close of business on May 31, 2002 (If none, write 0) (Must be documented):



VII.

SCHEDULE OF TRANSACTIONS IN KPNQWEST N.V. BONDS

Separately list each of your purchases, acquisitions or sales in KPNQwest N.V. Bonds below. Attach a separate schedule if more space is needed. Be sure to include and sign your name and Social Security number or Tax ID number on any additional sheets. The date of purchase, acquisition or sale is the "trade" or "contract" date, and not the "settlement" or "payment" date.

- A. BEGINNING HOLDINGS: Face amount of KPNQwest N.V. Bonds held at the close of trading on November 8, 1999. (*If none, write 0*), (*Must be documented*):
- B. **PURCHASES/ACQUISITIONS:** Purchases/Acquisitions of KPNQwest N.V. Bonds during the period from **November 9, 1999** through and including **May 31, 2002.** (*If none, write 0*), (*Must be documented*):

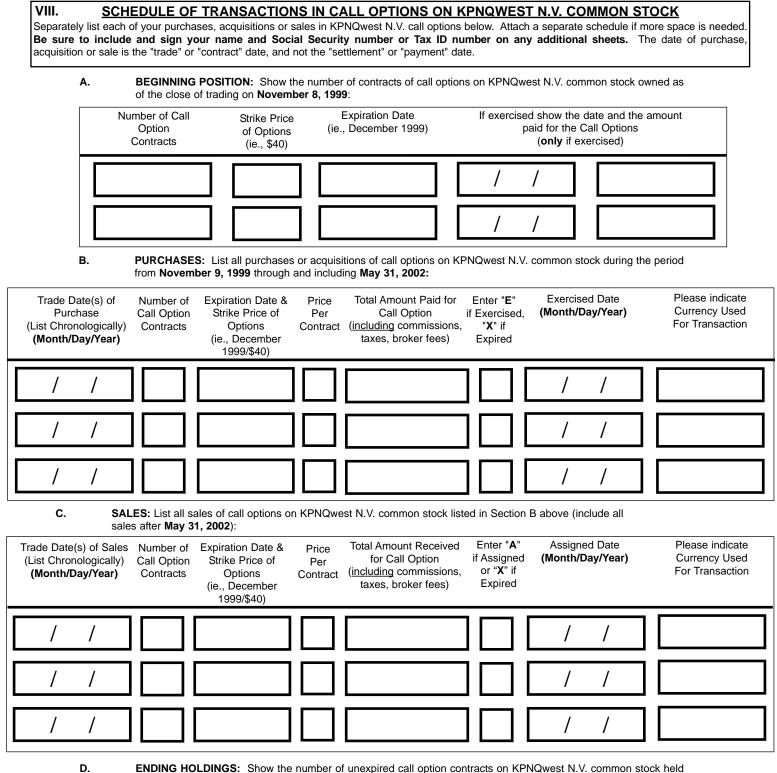
Date(s) of Purchase/Acquisition (List Chronologically) (Month/Day/Year)	Face Amount	Interest Rate	Due Date	Purchase/Acquisition Price (per \$1,000 face amount)	Total Purchase/ Acquisition Price (including commissions, taxes, or other fees)	Please indicate Currency Used For Transaction
/ /		%	/ /	\$	\$	
/ /		%	/ /	\$	\$	
/ /		%	/ /	\$	\$	
/ /		%	/ /	\$	\$	

C. SALES: Sales of KPNQwest N.V. Bonds during the period from November 9, 1999 through and including May 31, 2002. (If none, write 0), (Must be documented):

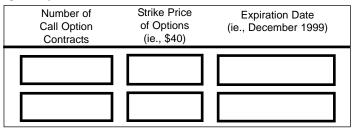
Date(s) of Sale (List Chronologically) (Month/Day/Year)	Face Amount	Interest Rate	Due Date	Sale Price (per \$1,000 face amount)	Total Sale Price (<u>including</u> commissions, taxes, or other fees)	Please indicate Currency Used For Transaction
/ /		%	/ /	\$	\$	
/ /		%	/ /	\$	\$	
/ /		%		\$	\$	
/ /		%	/ /	\$	\$	

D. UNSOLD HOLDINGS: Face amount of KPNQwest N.V. Bonds held as of the close of trading on May 31, 2002. (If none, write 0), (Must be documented):





D. ENDING HOLDINGS: Show the number of unexpired call option contracts on KPNQwest N.V. common stock held at the close of trading on May 31, 2002:

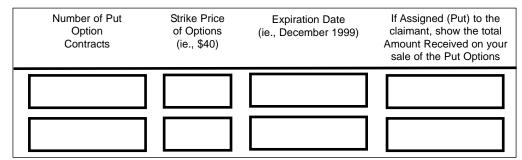




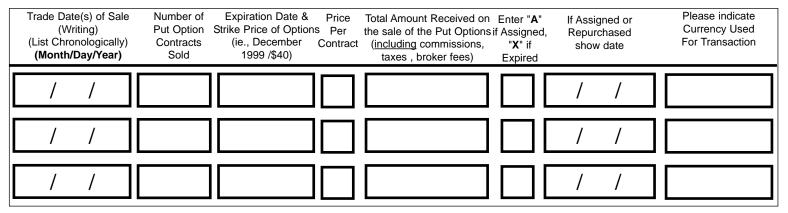
IX. SCHEDULE OF TRANSACTIONS IN PUT OPTIONS ON KPNQWEST N.V. COMMON STOCK

Separately list each of your purchases or sales in KPNQwest N.V. put options below. Attach a separate schedule if more space is needed. **Be sure to** include and sign your name and Social Security number or Tax ID number on any additional sheets. The date of purchase or sale is the "trade" or "contract" date, and not the "settlement" or "payment" date.

A: BEGINNING POSITION: List the number of put option contracts on KPNQwest N.V. common stock obligated (written) at the close of trading on November 8, 1999.



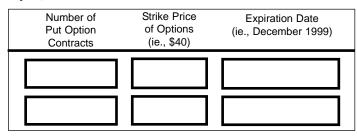
B: SALES (WRITING) OF PUT OPTIONS: List all put options sold (written) on KPNQwest N.V. common stock during the period from November 9, 1999 through and including May 31, 2002:



C: COVERING TRANSACTIONS (REPURCHASES): List all repurchases of put options on KPNQwest N.V. common stock listed in section B above. (include repurchases occurring after May 31, 2002):

Trade Date(s) of Purchase (List Chronologically) (Month/Day/Year)	Number of Put Option Contracts	Expiration Date & Strike Price of Options (ie., December 1999 /\$40)	Price Per Contract	Total Amount Paid to repurchase (or cover) Put Option (<u>including</u> commissions, taxes, broker fees)	Please indicate Currency Used For Transaction
/ /					
/ /					
/ /					

D. WRITTEN OPEN PUT OBLIGATIONS: List written open put options that were the obligation of the claimant at the close of trading on May 31, 2002:





X. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I submit this Proof of Claim and Release under the terms of the stipulations of partial settlement dated as of February 3, 2006 ("Qwest Stipulation") and June 20, 2006 ("KPN Stipulation") (the "Stipulations"). I also submit to the jurisdiction of the United States District Court for the Southern District of New York with respect to my claim as a Settlement Class Member, as defined above and for purposes of enforcing the release set forth herein. I further acknowledge that I am bound by and subject to the terms of the judgments that may be entered in the Action pursuant to the Stipulations. I agree to furnish additional information to Lead Plaintiff's Counsel to support this claim if required to do so. I have not submitted any other claim covering the same purchases, acquisitions, or sales of KPNQwest N.V. securities during the Settlement Class Period and know of no other Person having done so on my behalf.

XI. RELEASE

1. I hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release, relinquish and discharge all of the Released Claims against each and all of the Settling Defendants and the Released Persons, as defined above.

2. This release shall be of no force or effect unless and until the Court approves the Stipulations and they become effective on the Effective Date.

3. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

4. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in KPNQwest N.V. securities that occurred during the Settlement Class Period as well as the number of shares of KPNQwest N.V. securities held by me (us) at the close of trading on November 8, 1999, and at the close of trading on May 31, 2002.

<u>PART I</u>

Request for Taxpayer Identification Number ("TIN") and Certification

Enter TIN on appropriate line.

- 1. For individuals, this is your Social Security Number ("SSN").
- 2. For sole proprietors, you must show your individual name, but you may also enter your business or "doing business as" name. You may enter either your SSN or your Employer Identification Number ("EIN")
- 3. For other entities, it is your EIN.

Social Security Number

OR

Employer Identification Number

PART II

For Payees Exempt from Backup Withholding

If you are exempt from backup withholding, enter your correct TIN in Part I and write "exempt" on the following line: _____



PART III

Certification

UNDER THE PENALTY OF PERJURY, I (WE) CERTIFY THAT:

1. The number shown on this form is my correct TIN; and

2. I (we) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding; or (b) I (we) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out Item 2 above.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this of (Day)	(Month/Year)	in	(City)	,(State/Country)	_
(Signature of Claimant)					
(Type or print name of Claim	ant)				
(Capacity of person signing a				, Executor, Trustee, Custodi	an, Power of Attorney, etc.)
Proof of Authority to File Enc					
Executed this of (Day)	(Month/Year)	in	(City)	,(State/Country)	_
(Signature of Joint Claimant)					
(Type or print name of Joint of	Claimant)				
(Capacity of person signing a	above, e.g., Beneficia	I Purchaser(s)	, Administrator	, Executor, Trustee, Custodi	an, Power of Attorney, etc.)

Proof of Authority to File Enclosed Yes No (See Section III.C)



ACCURATE CLAIM PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.

REMINDER CHECKLIST

- 1. Please sign the Certification section of the Proof of Claim and Release form.
- 2. If this claim is made on behalf of joint claimants, then both must sign.
- 3. Please remember to attach supporting documents.
- 4. DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.
- 5. Keep a copy of your Proof of Claim and Release form and all documentation submitted for your records.
- 6. The Claims Administrator will acknowledge receipt of your Proof of Claim and Release by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgement postcard. If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at 1 (888) 212-5997 in the U.S., or 00 800 789 11789 in the U.K. or the Netherlands.
- 7. If you move, please send us your new address.
- 8. Do not use highlighter on the Proof of Claim and Release form or supporting documentation.

THIS PROOF OF CLAIM AND RELEASE MUST BE POSTMARKED NO LATER THAN **DECEMBER 28, 2006** AND MUST BE MAILED TO:

Paula Taft v. Willem Ackermans, No. 02 CV 7951 (PKL) c/o The Garden City Group, Inc. Claims Administrator P.O. Box 9000 #6387 Merrick, NY 11566-9000 THIS PAGE INTENTIONALLY LEFT BLANK