

**Before the
Federal Communications Commission
Washington, DC 20554**

In the Matter of)	File No.: EB-12-IH-0676
)	
CENTURYLINK, INC.)	Acct. No.: 201332080021
)	
)	FRN: 0018626853

ORDER

Adopted: May 21, 2013

Released: May 22, 2013

By the Chief, Enforcement Bureau:

1. In this Order, we adopt the attached Consent Decree entered into between the Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) and CenturyLink, Inc. (CenturyLink). The Consent Decree terminates and resolves an investigation by the Bureau's into whether CenturyLink violated certain terms and conditions imposed by the Commission in its 2011 Memorandum Opinion and Order approving the transfer of control of licenses and authorizations from Qwest Communications International Inc. to CenturyLink.¹

2. A copy of the Consent Decree negotiated by the Bureau and CenturyLink, which includes a three-year compliance plan requirement, is attached hereto and incorporated by reference.

3. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find the public interest would be served by adopting the Consent Decree and terminating the investigation.

4. In the absence of material new evidence relating to this matter, we conclude the investigation raises no substantial or material questions of fact as to whether CenturyLink possesses the basic qualifications, including those related to character, to hold or obtain any Commission license or authorization.

5. Accordingly, **IT IS ORDERED**, pursuant to Sections 4(i), 4(j), and 503(b) of the Communications Act of 1934, as amended,² and Sections 0.111 and 0.311 of the Commission's rules,³ the Consent Decree attached to this Order **IS ADOPTED**.

¹ See *Applications filed by Qwest Communications International Inc. and CenturyTel, Inc. d/b/a CenturyLink for Consent to Transfer Control*, Memorandum Opinion and Order, WC Docket No. 10-110, 26 FCC Rcd 4194 (March 18, 2011).

² 47 U.S.C. §§ 154(i), 154(j), 503(b).

³ 47 C.F.R §§ 0.111, 0.311.

6. **IT IS FURTHER ORDERED** that the above-captioned investigation **IS TERMINATED**.

7. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to counsel for CenturyLink, David H. Solomon, Wilkinson Barker Knauer LLP, 2300 N Street, N.W., Suite 700, Washington, DC 20037-1128.

FEDERAL COMMUNICATIONS COMMISSION

P. Michele Ellison
Chief, Enforcement Bureau

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CENTURYLINK, INC.)	Acct. No.: 201332080021
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CONSENT DECREE

The Enforcement Bureau of the Federal Communications Commission and CenturyLink, Inc., by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into possible violations by CenturyLink of certain terms and conditions imposed by the Commission in its 2011 Memorandum Opinion and Order approving the transfer of control of licenses and authorizations from Qwest Communications International Inc. to CenturyLink.¹

I. DEFINITIONS

1. For the purposes of this Consent Decree, the following definitions shall apply:
 - (a) "Act" means the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.*
 - (b) "Adopting Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
 - (d) "CenturyLink" or "Company" means CenturyLink, Inc. and its predecessors-in-interest and successors-in-interest.
 - (e) "Commission" and "FCC" mean the Federal Communications Commission and all of its bureaus and offices.
 - (f) "Communications Laws" means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Century, Inc. is subject by virtue of its business activities.
 - (g) "Compliance Plan" means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 13.
 - (h) "Conditions" means the requirements set forth in Appendix C, Paragraphs II.A and II.B of the Merger Order.

¹ See *Applications filed by Qwest Communications International Inc. and CenturyTel, Inc. d/b/a CenturyLink for Consent to Transfer Control*, Memorandum Opinion and Order, WC Docket No. 10-110, 26 FCC Rcd 4194 (March 18, 2011).

- (i) “Covered Employees” means all employees and agents of CenturyLink who perform, or supervise, oversee, or manage the performance of, CenturyLink’s implementation of responsibilities under Appendix C, Paragraphs II.A and II.B of the Merger Order.
- (j) “Effective Date” means the date on which the Bureau releases the Adopting Order.
- (k) “Investigation” means the investigation commenced by the Bureau into CenturyLink’s compliance with the terms and conditions imposed in the Merger Order relating to the offering of discounted broadband Internet service and computer equipment to low income consumers.
- (l) “Merger Order” means *Applications filed by Qwest Communications International Inc. and CenturyTel, Inc. d/b/a CenturyLink for Consent to Transfer Control*, Memorandum Opinion and Order, WC Docket No. 10-110, 26 FCC Rcd 4194 (March 18, 2011).
- (m) “Operating Procedures” means the standard, internal operating procedures and compliance policies established by CenturyLink to implement the Compliance Plan.
- (n) “Parties” means CenturyLink and the Bureau, each of which is a “Party.”
- (o) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

II. BACKGROUND

2. On March 8, 2011, the Commission released the Merger Order in which it conditionally approved the merger of CenturyLink and Qwest Communications International Inc., with the combined company doing business as CenturyLink. The Merger Order stated the following:

To encourage broadband adoption throughout the merged company's territory, CenturyLink has committed to make discounted broadband Internet access service available to households that qualify for Lifeline service and meet certain other eligibility criteria, offering a service with 1.5 Mbps downstream capability to eligible customers at an initial rate of \$9.95 per month, with comparable discounts for higher-speed services. CenturyLink will offer discounted computer equipment to customers who subscribe to one of these discounted broadband services. In conjunction with this broadband adoption program, CenturyLink has committed to institute a broadband promotion, education, and training program, and to make data about the adoption program and its results public to facilitate analysis of the effectiveness of these programs. These commitments are consistent with the Applicants' asserted benefit of expanding broadband to more customers; accordingly, we accept the commitments in Appendix C and make them binding and enforceable conditions of our approval.²

3. Appendix C, Paragraph II, of the Merger Order more specifically set forth CenturyLink’s commitments to offer discounted broadband service to qualifying customers³ and discounted equipment

² See Merger Order at ¶ 36 (*footnotes omitted*).

³ A “qualifying customer” was defined in Appendix C of the Merger Order as “a customer who: (i) is eligible for Lifeline telephone service in CenturyLink or Qwest ILEC service territory; (ii) is not a CenturyLink or Qwest

to enrolled customers.⁴ Specifically, Appendix C, Paragraph II, among other things, stated the following Conditions:

- A. Service Discount: CenturyLink will offer discounted broadband Internet service for no more than \$9.95 a month during the first 12 months of service, and \$14.95 a month for the remainder of the service term, to all qualifying customers in the combined CenturyLink and Qwest territory. As a rule, the qualifying customer will gain access to 1.5 Mbps downstream capability, except in markets where 1.5 Mbps is unavailable, in which case the customer will gain access to 768 kbps broadband capability. Higher bandwidth services, where available, will be offered at a comparable discount:

	1.5 Mbps	5 Mbps	12 Mbps
Ongoing Discounted Monthly Rate	\$14.95	\$19.95	\$24.95

This discount plan will become available in all markets within six months following the Merger Closing Date and will remain open for five years following the availability of the adoption program in that market. At any time during that five-year period, a qualifying customer may enroll in this service plan once, and he or she may choose a term of as little as one year, which may be extended at the customer’s option on a month-to-month basis for as long as five years

- B. Equipment Discount: CenturyLink will offer enrolled customers the ability to obtain one piece of computer equipment (such as a netbook) per household, pre-configured with operating software and Internet-ready, and with customary warranty from the manufacturer when available, for no more than \$150, provided that the customer agrees to a two-year broadband services contract at the discounted rate described above⁵

4. CenturyLink’s obligation to offer discounted broadband service and discounted equipment to the public became effective on October 1, 2011 in all markets within which the merged company offered broadband service. Shortly thereafter, the Commission received two complaints concerning CenturyLink’s compliance with its commitments to offer discounted broadband service and equipment to qualified customers. In one, a consumer complained of having been informed by a CenturyLink customer service representative that CenturyLink requires anyone desiring to sign up for discounted broadband service to also purchase CenturyLink’s Lifeline wireline service. In the other, a consumer complained of having been informed by a CenturyLink customer service representative that CenturyLink does not offer discounted computer equipment.

5. Upon receipt of these complaints, the Bureau commenced its Investigation. As part of the Investigation, over a two week period in August 2012 Bureau staff placed telephone calls to

broadband subscriber at the time of enrollment; and (iii) is not the subject of CenturyLink or Qwest collections activity.” See Merger Order, Appendix C, at ¶ II.

⁴ An “enrolled customer” was defined in Appendix C of the Merger Order as “a qualifying customer who enrolls in a contract to purchase broadband service from CenturyLink for a term of at least one year and who remains a qualifying customer for the full term of his or her contract, including any extension on a month-to-month basis.” See Merger Order, Appendix C, ¶ II.A.

⁵ See Merger Order, Appendix C, ¶ II.B.

CenturyLink's national toll-free customer service number to evaluate the accuracy of information being disseminated by the Company about its discounted service and equipment offerings for low-income persons. Additionally, the Bureau directed a Letter of Inquiry to CenturyLink requesting specific information about the Company's compliance with Appendix C, Paragraph II, of the Merger Order.⁶

6. CenturyLink responded to the LOI on September 17, 2012 and November 5, 2012.⁷ In its response, CenturyLink stated that it attempted in good faith to properly train its customer service representatives about the Company's obligations under Appendix C, Paragraphs II.A and II.B of the Merger Order. CenturyLink conceded that there had been some confusion among some of its customer service representatives about the terms of the Company's discounted broadband service and equipment programs. As a consequence, and despite its efforts to remedy the situation, CenturyLink stated that its customer service representatives may have provided inaccurate information about the programs to an unspecified number of inquiring consumers.

7. After considering CenturyLink's response to the LOI, the Parties entered into settlement negotiations aimed at resolving the Investigation.

III. TERMS OF AGREEMENT

8. **Adopting Order.** The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Bureau by incorporation of such provisions by reference in the Adopting Order.

9. **Jurisdiction.** CenturyLink agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and that the Bureau has the authority to enter into and adopt this Consent Decree.

10. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission. Any violation of the Adopting Order or of the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to the enforcement of a Commission order.

11. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, CenturyLink agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that in the absence of new material evidence, the Bureau will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any new proceeding, formal or informal, or take any action on its own motion against CenturyLink concerning the matters that were the subject of the Investigation. The Bureau also agrees that in the absence of new material evidence it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or

⁶ See Letter of Inquiry from Gary Schonman, Special Counsel, Investigations & Hearings Division, Enforcement Bureau, to Melissa Newman, Vice President-Federal Regulatory Affairs, CenturyLink (August 8, 2012) (LOI).

⁷ See Letter from Nancy L. Shelledy, Vice President/Assistant General Counsel, CenturyLink, to the attention of Gary Schonman, Special Counsel, Investigations & Hearings Division, Enforcement Bureau (September 17, 2012). CenturyLink also provided supplemental information to the Bureau on November 5, 2012. See Letter from Nancy L. Shelledy, Vice President/Assistant General Counsel, CenturyLink, to the attention of Gary Schonman, Special Counsel, Investigations & Hearings Division, Enforcement Bureau (November 5, 2012).

take any action on its own motion against CenturyLink with respect to CenturyLink's basic qualifications, including its character qualifications, to be a Commission licensee or to hold Commission licenses or authorizations.

12. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, CenturyLink shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as Compliance Officer and to discharge the duties set forth below. The Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that CenturyLink complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his/her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of all terms, conditions, and commitments in Appendix C, Paragraphs II.A and II.B of the Merger Order.

13. **Compliance Plan.** For purposes of settling the matters set forth herein, CenturyLink agrees that it shall within sixty (60) calendar days after the Effective Date, develop and implement a Compliance Plan that, consistent with its obligation to ensure compliance with the Communications Laws, is designed to ensure future compliance with the terms and conditions of this Consent Decree. With respect to Appendix C, Paragraphs II.A and II.B, CenturyLink shall implement the following procedures:

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, CenturyLink shall establish revised Operating Procedures that all Covered Employees shall follow to help ensure CenturyLink's compliance with Appendix C, Paragraphs II.A and II.B of the Merger Order. CenturyLink's Operating Procedures shall include internal procedures and policies specifically designed to ensure that CenturyLink complies with its commitments under Appendix C, Paragraphs II.A and II.B of the Merger Order. CenturyLink also shall develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with all commitments in Appendix C, Paragraphs II.A and II.B of the Merger Order.
- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain all commitments under Appendix C, Paragraphs II.A and II.B of the Merger Order and set forth the Operating Procedures that Covered Employees shall follow to help ensure CenturyLink's compliance with its commitments under Appendix C, Paragraphs II.A and II.B of the Merger Order. CenturyLink shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and complete. CenturyLink shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** CenturyLink shall establish and implement a Compliance Training Program on compliance with all commitments in Appendix C, Paragraphs II.A and II.B of the Merger Order. As part of the Compliance Training Program, Covered Employees shall be advised and instructed on the information that CenturyLink is obligated to provide to the public relating to its commitments under Appendix C, Paragraphs II.A and II.B of the Merger Order. All Covered Employees shall be trained pursuant to the Compliance Training Program within ninety (90) calendar days after the Effective Date. Any person who becomes a Covered Employee at any time after the initial training shall be trained within sixty (60) calendar days after the date such person becomes a Covered Employee. CenturyLink

shall repeat the compliance training on an annual basis, and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

14. **Reporting Noncompliance.** CenturyLink shall report any noncompliance with its commitments under Appendix C, Paragraphs II.A and II.B of the Merger Order and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of (i) each instance of noncompliance; (ii) the steps that CenturyLink has taken or will take to remedy the noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that CenturyLink has taken or will take to prevent the recurrence of such noncompliance. All reports of noncompliance shall be submitted to the Chief, Investigations & Hearing Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, S.W. Washington, D.C. 20554, with copies submitted electronically to Theresa Z. Cavanaugh at Terry.Cavanaugh@fcc.gov and to Gary Schonman at Gary.Schonman@fcc.gov.

15. **Compliance Reports.** CenturyLink shall file a Compliance Report with the Commission on or before October 15, 2013, October 15, 2014, October 15, 2015, and October 15, 2016.

- (a) Each Compliance Report shall include a detailed description of CenturyLink's efforts during the relevant period to comply with the terms and conditions of this Consent Decree, including but not limited to the percentage of Customer Service Representatives that have been trained as described in paragraph 13(c), and with its commitments under Appendix C, Paragraphs II.A and II.B of the Merger Order. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of CenturyLink, stating that the Compliance Officer has personal knowledge that CenturyLink (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 14 hereof.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with Section 1.16 of the Rules⁸ and be subscribed to as true under penalty of perjury in substantially the form set forth in Section 1.16.
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of CenturyLink, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully (i) each instance of noncompliance; (ii) the steps that CenturyLink has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that CenturyLink has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted to the Chief, Investigations & Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, S.W., Washington, D.C. 20554, with a copy submitted

⁸ 47 C.F.R. § 1.16.

electronically to Theresa Z. Cavanaugh at Terry.Cavanaugh@fcc.gov and to Gary Schonman at Gary.Schonman@fcc.gov.

16. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 12-15 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

17. **Extension of Discounted Service and Equipment Programs.** CenturyLink agrees that it shall extend by one year its obligations to offer the broadband internet service and equipment discounts described in Appendix C, Paragraphs II.A and II.B of the Merger Order. Thus, CenturyLink agrees to offer its Service Discount until October 1, 2017, for a total of six years (rather than until October 1, 2016, for a total of five years). At any time during the six-year period, a qualifying customer (as that term is defined in Appendix C, Paragraph II, of the Merger Order) may enroll in the discounted broadband service plan, and he or she may choose a term of as little as one year, which may be extended at the customer's option on a month-to-month basis for as long as five years. Additionally, during the period of up to five years (which could extend to October 1, 2022, rather than October 1, 2021, depending upon when a qualifying customer becomes an enrolled customer, as that term is defined in Appendix C, Paragraph II, of the Merger Order), CenturyLink agrees to offer enrolled customers the ability to obtain one piece of computer equipment (such as a netbook) per household, pre-configured with operating software and Internet-ready, and with customary warranty from the manufacturer when available, for no more than \$150, provided that the customer agrees to a two-year broadband services contract at the discounted rate referenced in Appendix C, Paragraph II, of the Merger Order.

18. **Voluntary Contribution.** CenturyLink agrees that it will make a voluntary contribution to the United States Treasury in the amount of two hundred and fifty thousand dollars (\$250,000) within thirty (30) calendar days after the Effective Date. CenturyLink shall also send electronic notification of payment to Theresa Z. Cavanaugh at Terry.Cavanaugh@fcc.gov and to Gary Schonman at Gary.Schonman@fcc.gov on the date said payment is made. The payment must be made by check or similar instrument, wire transfer, or credit card and must include the NAL/Account Number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.⁹ When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters "FORF" in block number 24A (payment type code). Below are additional instructions regarding the form of payment:

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

⁹ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

Questions regarding payment procedures should be addressed to Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov.

19. **Section 208 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to Section 208 of the Act against CenturyLink or its affiliates for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaints will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by CenturyLink with the Communications Laws.

20. **Waivers.** CenturyLink waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order, provided the Bureau issues an Adopting Order as defined herein. CenturyLink shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order, neither CenturyLink nor the Commission shall contest the validity of the Consent Decree or of the Adopting Order, and CenturyLink shall waive any statutory right to a trial *de novo*. CenturyLink hereby agrees to waive any claims it may have under the Equal Access to Justice Act¹⁰ relating to the matters addressed in this Consent Decree.

21. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

22. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which CenturyLink does not expressly consent) that provision will be superseded by such Rule or Commission order.

23. **Successors and Assigns.** CenturyLink agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

24. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation. The Parties further agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding or determination regarding any compliance or noncompliance with the Communications Laws.

25. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

26. **Paragraph Headings.** The headings of the Paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

27. **Authorized Representative.** The individual signing this Consent Decree on behalf of CenturyLink represents and warrants that she is authorized by CenturyLink to execute this Consent

¹⁰ Equal Access to Justice Act, Pub L. No. 96-481, 94 Stat. 2325 (1980) (codified at 5 U.S.C. § 504); *see also* 47 C.F.R. §§ 1.1501-1.1530.

Decree and to bind CenturyLink to the obligations set forth herein. The FCC signatory represents that she is signing this Consent Decree in her official capacity and that she is authorized to execute this Consent Decree.

28. **Counterparts.** This Consent Decree may be signed in any number of counterparts (including by facsimile), each of which, when executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

P. Michele Ellison
Chief
Enforcement Bureau

Date

Shirish Lal
Senior Vice President-Marketing
CenturyLink, Inc.

Date