

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of

CenturyLink, Inc.

)
)
)
)
)

File No.: EB-SED-19-00028384
Acct. No.: 202032100002
FRN: 0018626853

ORDER

Adopted: November 4, 2019

Released: November 4, 2019

By the Chief, Enforcement Bureau:

1. A call to a first responder at a moment of critical need is one of the most important calls an individual may ever make. Congress has made emergency communication services a national priority, and the Commission has repeatedly emphasized that robust and reliable 911 service must be available nationwide. It is therefore incumbent upon the Commission to ensure that telecommunications carriers provide reliable 911 service at all times. The Enforcement Bureau (Bureau) of the Federal Communications Commission has therefore entered into a Consent Decree to resolve its investigation into whether CenturyLink, Inc. (CenturyLink) reasonably designed and operated its 911 network to ensure reliable transmission of all 911 calls. To settle this matter, CenturyLink will implement a compliance plan and will pay a \$400,000 civil penalty. This action will help ensure the reliability of the nation’s 911 networks.

2. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the referenced investigation regarding CenturyLink’s compliance with the 911 call transmission requirements of sections 64.3001 and 64.3002 of the Commission’s rules (Rules).¹

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of CenturyLink’s basic qualifications to hold or obtain any Commission license or authorization.²

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Communications Act of 1934, as amended,³ and the authority delegated by sections 0.111 and 0.311 of the Rules,⁴ the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

5. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED**.

¹ 47 CFR §§ 64.3001, 64.3002.

² See 47 CFR § 1.93(b).

³ 47 U.S.C. § 154(i).

⁴ 47 CFR §§ 0.111, 0.311.

6. **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 Stacy J. Hartman, VP Public Policy and Compliance, CenturyLink, Inc., Room A16.18, 700 W. Mineral Avenue, Littleton, CO 80120, and to Jeanne W. Stockman, Associate General Counsel, CenturyLink, Inc., Room 3162, 14111 Capital Boulevard, Wake Forest, NC 27587.

FEDERAL COMMUNICATIONS COMMISSION

Rosemary C. Harold
Chief
Enforcement Bureau

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

In the Matter of)	
)	
CenturyLink, Inc.)	File No.: EB-SED-19-00028384
)	Acct. No.: 202032100002
)	FRN: 0018626853

CONSENT DECREE

1. The Federal Communications Commission (Commission) takes seriously its role in safeguarding the nation’s 911 network, as it is a critical, potentially life-saving component of our nation’s public safety communications infrastructure. The Commission’s Enforcement Bureau and CenturyLink, Inc., by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether CenturyLink violated sections 64.3001-3002 of the Commission’s rules in connection with a next generation 911 (“NG911”) Outage that occurred on August 1, 2018. As set forth herein, to resolve this matter, CenturyLink agrees to implement a compliance plan and pay a \$400,000 civil penalty. This action will help preserve the integrity of the nation’s 911 network.

I. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) “NG911 Outage” means the NG911 outage on August 1, 2018, which involved the failure of 911 calls to reach Public Safety Answering Points (PSAPs) or other 911 special facilities on CenturyLink’s NG911 network for 65 minutes in numerous states.
 - (b) “911 Service Rules” means sections 64.3001-3002 of the Commission’s rules¹ and other provisions of the Act, the Rules, and Commission orders related to 911 service provision.
 - (c) “Act” means the Communications Act of 1934, as amended.²
 - (d) “Adopting Order” means an order of the Commission or the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (e) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
 - (f) “CenturyLink” means CenturyLink, Inc., its subsidiaries or affiliates insofar as they are telecommunications carriers engaged in the transmission of 911 calls over a NG911 network and their predecessors, successors and assigns.³

¹ 47 CFR §§ 64.3001 and 64.3002.

² 47 U.S.C. § 151 *et seq.*

³ The activities described in the Background section below were carried out by certain of CenturyLink’s subsidiaries. CenturyLink, Inc. is a holding company with ownership interests in these subsidiaries, but does not itself carry out these activities. The parties agree to bring CenturyLink, Inc. and all of the related subsidiaries and other affiliates insofar as they are telecommunications carriers engaged in the transmission of 911 calls over a NG911 network within the scope of this Consent Decree, while incorporating and maintaining these distinctions in the definition of “CenturyLink.”

- (g) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
- (h) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which CenturyLink is subject by virtue of its business activities, including but not limited to the 911 Service Rules.
- (i) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 13.
- (j) “Covered Employees” means all employees and agents of CenturyLink who perform, supervise, oversee, or manage the performance of duties that relate to CenturyLink’s responsibilities under the Commission’s rules regarding 911 service reliability.
- (k) “Effective Date” means the date by which both the Bureau and CenturyLink have signed the Consent Decree.
- (l) “Investigation” means the investigation commenced by the Bureau in EB-SED-19-00028384 regarding the NG911 Outage whether CenturyLink and its regulated affiliates violated the 911 Service Rules.
- (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) “PSAP” means a public safety answering point.⁴
- (p) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

II. BACKGROUND

3. Section 64.3001 of the Rules states that “[a]ll telecommunications carriers shall transmit all 911 calls to a PSAP, to a designated statewide default answering point, or to an appropriate local emergency authority as set forth in § 64.3002.”⁵ The Bureau has interpreted this rule to ensure seamless, ubiquitous, and reliable 911 service nationwide, requiring all telecommunications carriers to implement a 911 system with the fundamental capacity to transmit all 911 calls to a PSAP, including the capability to prevent, detect, and quickly resolve outages.

4. CenturyLink is a major telecommunications carrier that acts as a Covered 911 Service Provider to deliver 911 services to multiple PSAPs across the United States. In some instances, CenturyLink contracts with a vendor, West Safety Services, Inc., (West) to provide certain NG911 services to PSAPs. On August 1, 2018, a West technician made an error during the course of a routine configuration change to the NG911 routing network that inadvertently caused interference with the routing of 911 calls by CenturyLink to PSAPs in six states. CenturyLink fully acknowledges that it is responsible for complying with applicable Commission rules regardless of any alleged failures by its subcontractors.⁶ The resulting NG911 outage lasted for 65 minutes. During the course of the event,

⁴ See 47 CFR § 64.3000(c).

⁵ 47 CFR § 64.3001.

⁶ See 47 U.S.C. § 217 (carrier liable for act or omission of agent or employee acting within scope of employment); see also *Long Distance Consolidated Billing Company*, Forfeiture Order, 34 FCC Rcd 1871, 1874 at para. 10 (rel. March 21, 2019) (“The Commission has repeatedly held that carriers are responsible for the conduct of third parties acting on the carrier’s behalf, including . . . independent contractors.”) (internal citations omitted); *Eure Family Limited Partnership*, Memorandum Opinion and Order, 17 FCC Rcd 21861, 21863-64 at para. 7 (2002); *Triad*

hundreds of 911 calls failed to transmit to affected PSAPs. For instance, in Minnesota alone, 693 such calls were not transmitted to approximately 70 PSAPs. Subsequent to the NG911 Outage, software improvements were made to prevent recurrence of the type of inadvertent error that initiated the outage and enhanced alarms were implemented to provide better internal and inter-company notification when 911 calls fail to transmit through the network.

5. On February 13, 2019, the Bureau's Spectrum Enforcement Division (Division) issued a Letter of Inquiry (LOI) to CenturyLink, directing it to submit a sworn written response to a series of questions relating to the NG911 outage.⁷ On April 23, 2019, the Division issued a follow-up LOI regarding the NG911 Outage.⁸ CenturyLink timely responded to these LOIs.⁹ The Investigation determined that the outage was caused by a West employee error that likely could have been avoided had additional checks been implemented with respect to the NG911 network assets and operations. Based upon the facts adduced during the Investigation, the Bureau concluded that CenturyLink's actions violated Sections 64.3001 and 64.3002 of the Rules with respect to the NG911 Outage. CenturyLink disputes the Bureau's interpretation of these rules.

6. CenturyLink and the Bureau subsequently engaged in settlement negotiations. To settle this matter, CenturyLink and the Bureau enter into this Consent Decree and agree to the following terms and conditions.

III. TERMS OF AGREEMENT

7. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

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

9. **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 Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

10. **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

Broadcasting Company, Inc., Memorandum Opinion and Order, 96 FCC 2d 1235, 1244 at para. 21 (1984).

⁷ See Letter of Inquiry from Elizabeth Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Stacy Hartman, Director, Federal Public Policy, CenturyLink, Inc. (Feb. 13, 2019) (on file in EB-SED-19-00028384).

⁸ See Supplemental Letter of Inquiry from Elizabeth Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Jeanne W. Stockman, Associate General Counsel, CenturyLink, Inc. (April 23, 2019) (on file in EB-SED-19-00028384). On April 24, 2019, the Parties entered into a Tolling Agreement tolling the Statute of Limitations for violations that would have expired on or after July 31, 2019 to October 30, 2019. See Tolling Agreement, signed April 24, 2019 (on file in EB-SED-19-00028384). On October 29, 2019, the Parties entered into a Tolling Agreement Extension further tolling the Statute of Limitations for violations that would have expired on or after October 30, 2019, to and including November 14, 2019. See Tolling Agreement Extension, signed October 29, 2019 (on file in EB-SED-19-00028384).

⁹ See Letter of Inquiry Response and attachments from Jeanne W. Stockman, Associate General Counsel, CenturyLink, Inc., to Marlene H. Dortch, Secretary, FCC (March 22, 2019); Supplemental Letter of Inquiry Response and attachments from Stacy Hartman, VP Public Policy and Compliance, CenturyLink, Inc., to Marlene H. Dortch, Secretary, FCC (May 13, 2019); Supplemental Letter of Inquiry Further Response and attachments from Jeanne W. Stockman, Associate General Counsel, CenturyLink, Inc., to Eric Ehrenreich Spectrum Enforcement Division, FCC Enforcement Bureau (June 21, 2019); Second Supplemental Letter of Inquiry Response and attachments from Jeanne W. Stockman, Associate General Counsel, CenturyLink, Inc., to Eric Ehrenreich Spectrum Enforcement Division, FCC Enforcement Bureau (June 25, 2019) (all on file in EB-SED-19-00028384).

to the terms, conditions, and procedures contained herein. The Bureau further 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 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, or to set for hearing the question of CenturyLink's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.¹⁰

11. **Admission.** The Parties agree for the purpose of this Consent Decree, and in express reliance on the provisions of paragraph 10 herein, that paragraph 4 contains a true and accurate description of the facts underlying the Investigation. The Parties further agree that this Consent Decree does not constitute a legal finding by the Commission regarding CenturyLink's compliance or noncompliance with any law.

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, including budgetary oversight for 911 operations to serve as a Compliance Officer and to discharge the duties set forth below. The person designated as 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 or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the 911 Service Rules prior to assuming his/her duties.

13. **Compliance Plan.** For purposes of settling the matters set forth herein, CenturyLink agrees that it shall, within ninety (90) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the 911 Service Rules and with the terms and conditions of this Consent Decree. With respect to the 911 Service Rules, CenturyLink will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, CenturyLink shall establish Operating Procedures that all Covered Employees must follow to help ensure CenturyLink's compliance with the 911 Service Rules. CenturyLink's Operating Procedures shall include internal procedures and policies specifically designed to ensure that the Compliance Processes in paragraph 13(b) are met. CenturyLink shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the 911 Service Rules.
- (b) **Compliance Processes.** CenturyLink shall continue to develop and implement processes in the evolving NG911 environment to (1) *Identify* risks that could result in disruptions to NG911 service; (2) *Protect* against such risks; (3) *Detect* NG911 outages; (4) *Respond* to such outages with remedial actions, including notification to affected PSAPs; and (5) *Recover* from such outages as soon as practicable. In this regard, CenturyLink shall:
 - i. Within ninety (90) calendar days of the Effective Date, identify measures it deems appropriate to detect disruptions in NG911 service in any network facilities it uses to provide NG911 services to PSAPs, and, within ninety (90) days, develop and submit to the Commission a roadmap with specific objectives and timelines for implementing such measures, including call volume monitoring and enhanced call failure detection tools, to bring future NG911 outages to the timely attention of CenturyLink;
 - ii. Within ninety (90) calendar days audit the settings of thresholds for detection of disruptions in NG911 service to ensure that all appropriate

¹⁰ See 47 CFR 1.93(b).

network elements and equipment in any network facilities it uses to provide NG911 services to PSAPs, and that should be alarmed, have an appropriate threshold set;

- iii. Within ninety (90) calendar days of the effective date, provide clear instructions to all originating service providers who transmit their 911 calls directly to CenturyLink's NG911 network on how they should best handle a returned 911 call that has failed to transmit to the appropriate PSAP through CenturyLink's NG911 network, including with regard to the various error messages/cause codes that might be generated for such a returned call.
- (c) **Compliance Manual.** Within ninety (90) 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 the 911 Service Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure CenturyLink's compliance with the 911 Service Rules. CenturyLink shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. CenturyLink shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (d) **Compliance Training Program.** CenturyLink shall establish and implement a Compliance Training Program on compliance with the 911 Service Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of CenturyLink's obligation to report any noncompliance with the 911 Service Rules under paragraph 14 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within ninety (90) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. CenturyLink shall repeat 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 material noncompliance with the 911 Service Rules 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 such noncompliance; (ii) the steps that CenturyLink has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that the CenturyLink has taken or will take to prevent the recurrence of any such noncompliance. All reports of material noncompliance shall be submitted to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, to the Spectrum Enforcement Division's mailbox at EB-SED-Response@fcc.gov with a copy submitted electronically to Eric Ehrenreich at Eric.Ehrenreich@fcc.gov, and JoAnn Lucanik at JoAnn.Lucanik@fcc.gov. A copy of each noncompliance report shall also be submitted electronically to John Healy, Associate Division Chief, Cybersecurity and Communications Reliability Division, Public Safety and Homeland Security Bureau at John.Healy@fcc.gov. The obligation to report such noncompliance shall continue until thirty-six (36) months after the Effective Date.

15. **Compliance Reports.** CenturyLink shall file compliance reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (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 and the 911 Service Rules. 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 of this Consent Decree.

- (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 Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.¹¹
- (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 Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, to the Spectrum Enforcement Division's mailbox at EB-SED-Responses@fcc.gov with a copy submitted electronically to Eric Ehrenreich at Eric.Ehrenreich@fcc.gov, and JoAnn Lucanik at JoAnn.Lucanik@fcc.gov. A copy of each Compliance Report shall also be submitted electronically to John Healy, Associate Division Chief, Cybersecurity and Communications Reliability Division, Public Safety and Homeland Security Bureau at John.Healy@fcc.gov.

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

17. **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 Act¹² 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 complaint 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.

18. **Civil Penalty.** CenturyLink will pay a civil penalty to the United States Treasury in the amount of Four Hundred Thousand (\$400,000) within thirty (30) calendar days of the Effective Date. CenturyLink shall send electronic notification of payment to Eric Ehrenreich at Eric.Ehrenreich@fcc.gov; JoAnn Lucanik at JoAnn.Lucanik@fcc.gov; and to the Spectrum Enforcement Division's mailbox at EB-SED-Response@fcc.gov on the date said payment is made. Payment of the Civil Penalty must be made by credit card, ACH (Automated Clearing House) debit from a bank account using the Commission's Fee Filer (the Commission's online payment system),¹³ or by wire transfer. The Commission no longer

¹¹ 47 CFR § 1.16.

¹² 47 U.S.C. § 208.

¹³ Payments made using the Commission's Fee Filer system do not require the submission of an FCC Form 159.

accepts Civil Penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:¹⁴

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 may result in payment not being recognized as having been received. When completing FCC Form 159, enter the Account Number in block number 23A (call sign/other ID), enter the letters “FORF” in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).¹⁵ For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.
- Payment by credit card must be made by using the Commission’s Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by credit card, log-in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Pay bills” on the Fee Filer Menu, and select the bill number associated with the NAL Account – the bill number is the NAL Account number with the first two digits excluded – and then choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using the Commission’s Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by ACH, log in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Pay bills” on the Fee Filer Menu and then select the bill number associated to the NAL Account – the bill number is the NAL Account number with the first two digits excluded – and choose the “Pay from Bank Account” option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

19. **Waivers.** As of the Effective Date, 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. 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 Consent Decree or the Adopting Order, neither CenturyLink nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and CenturyLink shall waive any statutory right to a trial *de novo*. CenturyLink hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act¹⁶ relating to the matters addressed in this Consent Decree.

20. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

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

¹⁴ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at ARINQUIRIES@fcc.gov.

¹⁵ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

¹⁶ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

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 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.

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.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

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

Rosemary C. Harold
Chief
Enforcement Bureau

Date

Jorge Magana
Vice President, Centralized Services
CenturyLink, Inc.

Date