

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of
Lumen Technologies, Inc. f/k/a CenturyLink, Inc.
File No.: EB-IHD-21-00032047
CD Acct. No.: 202232080002
FRN: 0018626853

ORDER

Adopted: January 27, 2022

Released: January 27, 2022

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau of the Federal Communications Commission has entered into a Consent Decree to resolve its investigation into whether Lumen Technologies, Inc. (Lumen) engaged in prohibited communications of its bidding and bidding strategies to another Auction 105 participant and failed to report these communications to the Commission in violation of section 1.2105(c) of the Commission's rules.1 To settle this matter, Lumen will implement a compliance plan and pay a \$75,000 settlement amount.

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 Lumen's compliance with section 1.2105(c) of the Commission's rules.2

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

4. Accordingly, IT IS ORDERED that, pursuant to section 4(i) of the Communications Act of 1934, as amended4 and the authority delegated by sections 0.111 and 0.311 of the Commission's rules,5 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 § 1.2105(c).

2 47 CFR § 1.2105(c).

3 See 47 CFR § 1.93(b).

4 47 U.S.C. § 154(i).

5 47 CFR §§ 0.111, 0.311.

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by e-mail to Jonathan Cohen, counsel for Lumen Technologies, Inc., Wilkinson Barker Knauer LLP, at joncohen@wbklaw.com.

FEDERAL COMMUNICATIONS COMMISSION

Rosemary C. Harold
Chief
Enforcement Bureau

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)
Lumen Technologies, Inc. f/k/a CenturyLink, Inc.)
File No.: EB-IHD-21-00032047
CD Acct. No.: 202232080002
FRN: 0018626853

CONSENT DECREE

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission and Lumen Technologies, Inc. (Lumen), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau’s investigation into whether Lumen engaged in prohibited communications of its bidding and bidding strategies to other Auction 105 participants and failed to report prohibited communications to the Commission in violation of section 1.2105(c) of the Commission’s rules.1 To settle this matter, Lumen agrees to implement a compliance plan and pay a \$75,000 settlement amount.

I. DEFINITIONS

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
(a) ‘Act’ means the Communications Act of 1934, as amended.2
(b) ‘Adopting Order’ means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
(c) ‘Affiliate’ means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this definition, ‘own’ means to own an equity interest (or the equivalent thereof) of more than 10%. See 47 U.S.C. § 153. And ‘Affiliated’ means the relationship between the Affiliates.
(d) ‘Auction 105’ means the Federal Communications Commission auction of Priority Access Licenses in the 3.5 GHz Citizens Broadband Radio Service band.
(e) ‘Bureau’ means the Enforcement Bureau of the Federal Communications Commission.
(f) ‘CD Acct No.’ means account number 202232080002, associated with payment obligations described in paragraph 17 of this Consent Decree.
(g) ‘Commission’ and ‘FCC’ mean the Federal Communications Commission and all of its bureaus and offices.

1 47 CFR § 1.2105(c).

2 47 U.S.C. § 151 et seq.

- (h) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Lumen is subject by virtue of its business activities, including but not limited to the Prohibited Communications 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 Lumen who perform, supervise, oversee, or manage the performance of, duties that relate to Lumen’s responsibilities under the Prohibited Communications Rules.
- (k) “Effective Date” means the date by which both the Bureau and Lumen have signed the Consent Decree and the Bureau has released an Adopting Order.
- (l) “Investigation” means the investigation commenced by the Bureau in File No. EB-IHD-21-00032047 regarding whether Lumen violated the Prohibited Communications Rules.
- (m) “LOI” means the Letter of Inquiry issued by the Bureau to Lumen on April 12, 2021 in EB-IHD-21-00032047 in connection with the Company’s compliance with section 1.2105(c) of the Commission’s rules,³ relating to Prohibited Communications, during the course of the 3.5 GHz Auction (Auction 105).⁴
- (n) “Lumen or Company” means Lumen Technologies, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (o) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Lumen to implement the Compliance Plan.
- (p) “Parties” means Lumen and the Bureau, each of which is a “Party.”
- (q) “Prohibited Communications” shall mean any communication prohibited pursuant to section 1.2105(c) of the Commission’s rules, which prohibits auction applicants from “communicating with or disclosing, to each other or any nationwide provider that is not an applicant ... in any manner the substance of their own, or each other’s, or any other applicants’ bids or bidding strategies” until after the post-auction deadline for winning bidders to submit down payments on licenses won.⁵
- (r) “Prohibited Communications Rules” means section 1.2105(c) of the Commission’s rules⁶ and any other provisions of the Act, the Rules, and Commission orders that provide, subject to specified exceptions, that an applicant may not convey certain information to other applicants during the “quiet period” between the deadline for filing a short-form application and the deadline for winning bidders to submit their

³ 47 CFR § 1.2105(c).

⁴ See *Auction of Priority Access Licenses for the 3550-3650 MHz Band; Notice and Filing Requirements, Minimum Opening Bids, Upfront Payments, and Other Procedures for Auction 105; Bidding in Auction 105 Scheduled to Begin June 25, 2020*, AU Docket No. 19-244, Public Notice, 35 FCC Rcd 2140, 2159, para. 58 (2019) (*Auction 105 Procedures Public Notice*).

⁵ 47 CFR § 1.2105(c)(1).

⁶ 47 CFR § 1.2105(c).

down payments.⁷ These rules also require applicants to report such potentially Prohibited Communications.⁸

- (s) “Quiet Period” shall mean the period of time in a Commission auction between the deadline to file a short-form application and the date that down payments are due from winning bidders. In Auction 105, that period of time spanned from May 7, 2020, to September 17, 2020.
- (t) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (u) “Supplemental LOI” means the Supplemental Letter of Inquiry issued by the Bureau to Lumen on July 20, 2021 in EB-IHD-21-00032047 in connection with the Company’s compliance with section 1.2105(c) of the Commission’s rules,⁹ relating to Prohibited Communications during the course of the 3.5 GHz Auction (Auction 105).¹⁰

II. BACKGROUND

3. *Legal Framework.* Section 1.2105(c)(1) of the Commission’s Rules provides that, subject to specified exceptions, an applicant for a Commission auction may not convey certain information to other auction applicants during the “quiet period” that commences on the deadline for filing a short-form application and terminates on the deadline for winning bidders to submit their down payments.¹¹ This “Prohibited Communications Rule” applies to any direct or indirect communication by an applicant to another applicant or to a nationwide provider that is not an applicant that conveys the substance of its own, or one another’s, or any applicant’s bids or bidding strategies.

4. As explained in the *Auction 105 Procedures Public Notice*,¹² section 1.2105(c)(4) requires any applicant that makes or receives a communication that appears to violate section 1.2105(c) to report such communication in writing to the Commission immediately, and in no case later than five business days after the communication occurs.¹³ Each applicant’s obligation to report any such communication continues beyond the five-day period after the communication is made, even if the report is not made within the five-day period.¹⁴

5. *Factual Background.* Auction 105 involved the auction of 22,631 county-based Priority Access Licenses (PALs) in the 3550-3650 MHz portion of the 3.5 GHz band, frequently referred to as the

⁷ 47 CFR § 1.2105(c)(1).

⁸ 47 CFR § 1.2105(c)(4).

⁹ 47 CFR § 1.2105(c).

¹⁰ See *Auction of Priority Access Licenses for the 3550-3650 MHz Band; Notice and Filing Requirements, Minimum Opening Bids, Upfront Payments, and Other Procedures for Auction 105; Bidding in Auction 105 Scheduled to Begin June 25, 2020*, AU Docket No. 19-244, Public Notice, 35 FCC Rcd 2140, 2159, para. 58 (2019) (*Auction 105 Procedures Public Notice*).

¹¹ 47 CFR § 1.2105(c)(1).

¹² *Id.* at 2159, para. 60.

¹³ 47 CFR § 1.2105(c)(4); see also *Part 1 Seventh Report and Order*, 16 FCC Rcd at 17553-55, paras. 13-17.

¹⁴ See *Service Rules for the 698-746, 747-762 and 777-792 MHz Bands, et al.*, WT Docket No. 06-150, *et al.*, Second Report and Order, 22 FCC Rcd 15289, 15395, paras. 285-86 (2007); *Procedural Amendments to Commission Part 1 Competitive Bidding Rules*, Order, 25 FCC Rcd 521, 523, para. 8 (2010) (*Part 1 Procedural Amendments Order*); see also 47 CFR § 1.65; *Part 1 Seventh Report and Order*, 16 FCC Rcd at 17550-51, para. 9.

Citizens Broadband Radio Service. The deadline for filing short form applications for Auction 105 was 6:00 p.m. ET on May 7, 2020.¹⁵ Bidding in the auction began on July 23, 2020 and ended on August 25, 2020.¹⁶ The deadline for winning bidders to submit their required down payments was 6:00 p.m. ET on September 17, 2020.¹⁷

6. Lumen, a Louisiana corporation, is an integrated communications company whose services include local, broadband, private line (including special access), network access, Ethernet, information technology, wireless and video services. Lumen was an applicant in Auction 105 via its wholly owned subsidiary, Actel, LLC (Actel), a Delaware limited liability company.¹⁸ On May 8, 2020 (the second day of the Quiet Period), Lumen's agent, a site-acquisition consultant retained by Lumen to develop information regarding the availability of tower space across a region of the country and acting on Lumen's behalf,¹⁹ submitted a Colocation Application involving the potential placement of Lumen facilities operating in the 3.5 GHz band at a tower site in Cambridge, MN owned by Midcontinent Communications (Midco).²⁰ This Colocation Application was submitted to Midco's agent TowerCo.²¹ Midco was also an applicant in Auction 105.²² Lumen did not have specific knowledge of the submission when it was made. The Colocation Application later became an exhibit to a draft Site License Agreement between Lumen and Midco dated July 6, 2020 that the consultant also sent to TowerCo.²³ The agent provided Lumen with copies of both the Site License Agreement and Colocation Application on August 6, 2020.²⁴ Lumen did not notify the Commission that its agent had submitted the Colocation Application to TowerCo or that Lumen had later received the draft Site License Agreement.²⁵

¹⁵ *Auction of Priority Access Licenses for the 3550-3650 MHz Band Rescheduled to Begin July 23, 2020; Auction 105 Short-Form Application Deadline Postponed to May 7, 2020*, AU Docket No. 19-244, Public Notice, 35 FCC Rcd 2891, para. 2 (2020).

¹⁶ *Auction of Priority Access Licenses for the 3550.3650 MHz Band Closes; Winning Bidders Announced*, AU Docket No. 19-244, Public Notice, 35 FCC Rcd 9287, para. 1 (OEA/WTB, 2020).

¹⁷ *Id.* at 9289-90, para. 10.

¹⁸ *See* Application to Participate in Auction 105 (3.5 GHz Band), FCC Form 175, Actel LLC, File No. 0009063889, filed on April 29, 2020, and updated on June 12, 2020 at 2:18 PM; Response to Letter of Inquiry, from Jonathan Cohen, Counsel for Lumen Technologies, Inc., Wilkinson Barker Knauer LLP, to Ryan McDonald, Attorney Advisor, Investigations and Hearings Division, FCC Enforcement Bureau, at 2, Response to Request 1 (June 28, 2021) (on file in EB-IHD-00032047) (First LOI Response).

¹⁹ Response to Supplemental Letter of Inquiry, from Jonathan Cohen, Counsel for Lumen, to Ryan McDonald, Attorney Advisor, Investigations and Hearings Division, FCC Enforcement Bureau, at 2, Response to Request for Information 61 (Aug. 3, 2021) (on file in EB-IHD-00032047) (Supplemental LOI Response) (identifying the consultant as "one of Lumen's site acquisition consultants.>").

²⁰ Supplemental LOI Response, Request for Documents 70 (Attach. LUM-FCC-00000010: Site License Agreement and Colocation Application) (the application at page LUM-FCC-00000023 states that the "Date Rec by TowerCo" was May 8, 2020).

²¹ Supplemental LOI Response, Request for Documents 70 (Attach. LUM-FCC-00000010: Site License Agreement and Colocation Application).

²² Application to Participate in Auction 105 (3.5 GHz Band), FCC Form 175, Midcontinent Communications, File No. 0009070056, filed on May 7, 2020 at 2:40 PM.

²³ Supplemental LOI Response, Request for Documents 70 (Attach. LUM-FCC-00000010: Site License Agreement and Colocation Application, at LUM-FCC-00000010-25) (the footer of the Site License Agreement document indicates that the "CenturyLink Lease" was version "070620" and was between Qwest Corporation d/b/a CenturyLink and Midco.).

²⁴ Supplemental LOI Response, at 2, Request for Information 61.

7. The Bureau sent Lumen a Letter of Inquiry on April 12, 2021, and a supplemental Letter of Inquiry on July 20, 2021.²⁶ Lumen provided its response to the Letter of Inquiry on June 28, 2021, and the supplemental Letter of Inquiry on August 3, 2021.²⁷ Settlement negotiations commenced on August 20, 2021, and an agreement on material terms for this Consent Decree was reached on December 7, 2021.²⁸ This Consent Decree is a result of those negotiations. Both Lumen and the Bureau enter into this Consent Decree and agree to the following terms and conditions.

III. TERMS OF AGREEMENT

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

9. **Jurisdiction.** Lumen 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.

10. **Effective Date.** 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.

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, Lumen agrees 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 any new proceeding on its own motion against Lumen concerning the matters that were the subject of the Investigation, or to set for hearing the question of Lumen's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters that were the subject of the Investigation.²⁹

12. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Lumen shall designate a senior corporate manager with the requisite corporate and organizational authority 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 Lumen 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 Prohibited Communications Rules prior to assuming his/her duties.

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²⁵ First LOI Response, at 18, Request for Information 49; *see* 47 CFR § 1.2105(c)(4).

²⁶ *See* Letter of Inquiry, from Jeffrey Gee, Chief, Investigations and Hearings Division, FCC Enforcement Bureau, to Jeffrey Storey, President, Lumen Technologies, Inc. (Apr. 12, 2021) (on file in EB-IHD-00032047) (First LOI); *see also* Supplemental Letter of Inquiry, from Jeffrey Gee, Chief, Investigations and Hearings Division, FCC Enforcement Bureau, to Jonathan Cohen, Counsel for Lumen Technologies, Inc. (July 20, 2021) (on file in EB-IHD-00032047) (Supplemental LOI).

²⁷ *See* First LOI Response; *see also* Supplemental LOI Response.

²⁸ *See* e-mail from Jonathan Cohen, Counsel for Lumen Technologies, Inc., Wilkinson Barker Knauer LLP, to Ryan McDonald, Attorney Advisor, Investigations and Hearings Division, FCC Enforcement Bureau (Dec. 7, 2021 at 3:34 PM).

²⁹ *See* 47 CFR § 1.93(b).

13. **Compliance Plan.** For purposes of settling the matters set forth herein, Lumen agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the Prohibited Communications Rules and with the terms and conditions of this Consent Decree. With respect to the Prohibited Communications Rules, Lumen will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, Lumen shall establish Operating Procedures that all Covered Employees must follow to help ensure Lumen's compliance with the Prohibited Communications Rules. Lumen's Operating Procedures shall include internal procedures and policies specifically designed to ensure that the Company complies with the Prohibited Communications Rules. Lumen shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Prohibited Communications Rules.
- (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 the Prohibited Communications Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure Lumen's compliance with the Prohibited Communications Rules. Lumen shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Lumen shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Lumen shall establish and implement a Compliance Training Program on compliance with the Prohibited Communications Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Lumen's obligation to report any noncompliance with the Prohibited Communications 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 sixty (60) 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. Lumen 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.** Lumen shall report any noncompliance with the Prohibited Communications 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 noncompliance; (ii) the steps that Lumen 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 Lumen has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted by U.S. mail and electronically to Jeffrey Gee, Chief, Investigations & Hearings Division, Enforcement Bureau, Federal Communications Commission, 45 L Street, N.E., Washington, D.C. 20554, Jeffrey.Gee@fcc.gov, with copies submitted electronically to Ryan.McDonald@fcc.gov and EnforcementBureauHD@fcc.gov.

15. **Compliance Reports.** Lumen 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 Lumen’s efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Prohibited Communications Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Lumen, stating that the Compliance Officer has personal knowledge that Lumen: (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.³⁰
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Lumen, 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 Lumen 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 Lumen 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 by U.S. mail and electronically to Jeffrey Gee, Chief, Investigations & Hearings Division, Enforcement Bureau, Federal Communications Commission, 45 L Street, N.E., Washington, D.C. 20554, Jeffrey.Gee@fcc.gov, with copies submitted electronically to Ryan.McDonald@fcc.gov and EnforcementBureauIHD@fcc.gov.

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

17. **Settlement Amount.** Lumen will pay a settlement amount to the United States Treasury in the amount of seventy-five thousand dollars (\$75,000). Such payment shall be made in a single lump sum (Settlement Payment). The Settlement Payment in the amount of seventy-five thousand dollars (\$75,000) is due within thirty (30) calendar days after the Effective Date. Lumen acknowledges and agrees that upon execution of this Consent Decree, the Settlement Payment shall become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1).³¹ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission’s discretion, be initiated. Lumen shall send electronic notification of payment to Jeffrey.Gee@fcc.gov, Ryan.McDonald@fcc.gov, and EnforcementBureauIHD@fcc.gov on the date said payment is made. The Settlement Payment must be made by credit card, ACH (Automated Clearing House) debit from a bank account, or by wire transfer

³⁰ 47 CFR § 1.16.

³¹ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

using the Commission's Registration System (the Commission's FRN Management and Financial system).³² The Commission no longer accepts settlement payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:³³

- 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).³⁴ 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 Registration System (CORES) website at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Manage Existing FRNs | FRN Financial | Bills & Fees" from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the "Open Bills" tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). After selecting the bill for payment, 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 Registration System (CORES) website at <https://apps.fcc.gov/cores/userLogin.do>. To pay by ACH, log in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Manage Existing FRNs | FRN Financial | Bills & Fees" on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the "Open Bills" tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). Finally, 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.

18. **Event of Default.** Lumen agrees that an Event of Default shall occur upon the failure by Lumen to pay the full amount of the Settlement Payment on or before the due date specified in this Consent Decree.

19. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Settlement Payment

³² Payments made using CORES do not require the submission of an FCC Form 159.

³³ 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.

³⁴ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the Settlement Payment, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys' fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Lumen.

20. **Waivers.** As of the Effective Date, Lumen 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. Lumen 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 Lumen nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Lumen shall waive any statutory right to a trial *de novo*. Lumen hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act³⁵ relating to the matters addressed in this Consent Decree.

21. **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.

22. **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.

23. **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 Lumen does not expressly consent) that provision will be superseded by such Rule or order.

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

25. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation

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

27. **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.

28. **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.

³⁵ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

29. **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

Andrew Dugan
Chief Technology Officer
Lumen Technologies, Inc.

Date