

EXH. SJH-14
Docket UT-181051
Witness: Stacy J. Hartman
WUTC DOCKET: UT-181051
EXHIBIT: SJH-14
ADMIT W/D REJECT

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

**WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,**

Complainant,

v.

**CENTURYLINK COMMUNICATIONS,
LLC,**

Respondent.

DOCKET UT- 181051

**EXHIBIT TO
TESTIMONY OF**

STACY J. HARTMAN

**ON BEHALF OF
CENTURYLINK COMMUNICATIONS, LLC**

ORDER AND CONSENT DECREE, FCC FILE No.: EB-SED-19-00027440

March 31, 2022

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

In the Matter of)	
)	
CenturyLink, Inc.)	File No.: EB-SED-19-00029940
)	CD Acct. No.: 202132100003
)	FRN: 0018626853
)	
)	

ORDER

Adopted: December 14, 2020

Released: December 14, 2020

By the Chief, Enforcement Bureau:

1. The Commission’s Enforcement Bureau has entered into a Consent Decree to resolve its investigation into whether CenturyLink, Inc. violated the Commission’s rules in connection with a multistate outage on one of CenturyLink’s transport networks that occurred on December 27-28, 2018, and affected CenturyLink’s delivery of some 911 calls. These rules ensure that telecommunications carriers take reasonable measures to ensure the transmission of the public’s 911 calls to emergency call centers. To settle this matter, CenturyLink will pay a \$500,000 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 CenturyLink’s compliance with sections 9.4 and 9.5 of the Commission’s 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 (Act)³ and the authority delegated by sections 0.111 and 0.311 of the Commission’s 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 §§ 9.4 and 9.5.

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 Hartman, Director, Federal Public Policy, CenturyLink, Inc., 700 West Mineral Avenue, Littleton, CO 80120, and to Nicholas Alexander, Esq., Wilkinson Barker Knauer, 1800 M Street, NW, Suite 800N, Washington, DC 20036.

FEDERAL COMMUNICATIONS COMMISSION

Rosemary C. Harold
Chief
Enforcement Bureau

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of)
) File No.: EB-SED-19-00029940
CenturyLink, Inc.) CD Acct. No.: 202132100003
) FRN: 0018626853
)
)

CONSENT DECREE

1. The 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 whether CenturyLink violated sections 9.4 and 9.5 of the Commission’s Rules¹ in connection with a multistate outage on one of CenturyLink’s transport networks that occurred on December 27, 2018 and impacted CenturyLink’s delivery of some 911 calls. As set forth herein, to resolve this matter, CenturyLink will pay a \$500,000 settlement amount.

I. DEFINITIONS

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
(a) “911 Rules” means sections 9.4 and 9.5 of the Rules² and other Communications Laws governing provision of 911 services.
(b) “Act” means the Communications Act of 1934, as amended.³
(c) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
(d) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
(e) “CD Acct No.” means account number 202132100003, associated with payment obligations described in paragraph 12 of this Consent Decree.
(f) “CenturyLink” or “Company” means CenturyLink, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest, insofar as they are telecommunications carriers engaged in the transmission of 911 calls.⁴
(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 Rules.

¹ 47 CFR §§ 9.4, 9.5.

² Id.

³ 47 U.S.C. § 151 et seq.

⁴ 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.

- (i) “Effective Date” means the date by which both the Bureau and CenturyLink have signed the Consent Decree and the Bureau has released an Adopting Order.
- (j) “Investigation” means the investigation commenced by the Bureau in File No. EB-SED-19-00029940 regarding whether CenturyLink violated the 911 Rules or any other Rules.
- (k) “Parties” means CenturyLink and the Bureau, each of which is a “Party.”
- (l) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

II. BACKGROUND

3. In the early morning of December 27, 2018, CenturyLink experienced a widespread multistate outage on one of its transport networks that lasted for almost 37 hours (the Outage). This Outage was caused by a combination of an equipment failure and a network configuration error.⁵ It affected communications service providers, business customers, and consumers who directly or indirectly relied upon CenturyLink’s transport services, which route communications traffic from various providers to locations across the county, resulting in extensive disruptions to phone service, including 911 calling.⁶

4. On August 19, 2019, the Public Safety and Homeland Security Bureau released a Report explaining the causes and impacts of the Outage, including impacts to 911.⁷ The Outage affected some 911 calls handled by CenturyLink.⁸ As a result of the Outage, CenturyLink failed to deliver eleven 911 calls that had been forwarded to secondary Public Safety Answering Points (PSAPs) that it serves as a covered 911 service provider in Arizona.⁹

5. On October 8, 2019, the Enforcement Bureau issued a Letter of Inquiry (LOI) to CenturyLink, directing it to submit a sworn written response to a series of questions relating to the Outage.¹⁰ On December 13, 2019, the Bureau issued follow-up questions regarding the Outage.¹¹ CenturyLink responded to these inquiries and to additional follow-up questions from the Bureau.¹²

⁵ See FCC, December 27, 2018 CenturyLink Network Outage Report, A Report of the Public Safety and Homeland Security Bureau, at para. 1 (2019), <https://docs.fcc.gov/public/attachments/DOC-359134A1.pdf> (PSHSB Report).

⁶ *Id.*

⁷ *See id.*

⁸ *Id.* at para. 18.

⁹ *See id.* at para. 18 & n.29.

¹⁰ *See* Letter of Inquiry from Elizabeth Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Stacy Hartman, Director Public Policy, CenturyLink, Inc. (Oct. 8, 2019) (on file in EB-SED-19-00029940).

¹¹ *See* E-mail from Eric Ehrenreich, Spectrum Enforcement Division, FCC Enforcement Bureau, Federal Communications Commission, to Jeanne W. Stockman, Associate General Counsel, CenturyLink, Inc. (Dec. 13, 2019) (on file in EB-SED-19-00029940).

¹² *See* Response to Letter of Inquiry from Stacy Hartman, VP Public Policy and Compliance, CenturyLink, Inc. to Marlene H. Dortch, Secretary, FCC (Nov. 22, 2019) (on file in EB-SED-19-00029940); Response to Letter of Inquiry from Stacy Hartman, VP Public Policy and Compliance, CenturyLink, Inc., to Eric Ehrenreich, Spectrum Enforcement Division, FCC Enforcement Bureau (Jan. 15, 2020) (on file in EB-SED-19-00029940); Letter from Stacy Hartman, VP Public Policy and Compliance, CenturyLink, Inc., to Eric Ehrenreich, Spectrum Enforcement Division, FCC Enforcement Bureau (Feb. 5, 2020) (on file in EB-SED-19-00029940); and Response to Letter of Inquiry from Stacy Hartman, VP Public Policy and Compliance, CenturyLink, Inc., to Eric Ehrenreich, Spectrum Enforcement Division, FCC Enforcement Bureau (Mar. 20, 2020) (on file in EB-SED-19-00029940). The Parties have executed tolling agreements to toll the applicable statutes of limitations.

III. TERMS OF AGREEMENT

6. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.
7. **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.
8. **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.
9. **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, 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 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 based on the matters that were the subject of the Investigation.¹³
10. **Admission.** The Parties agree for the purpose of this Consent Decree, and in express reliance on the provisions of paragraph 9 herein, that paragraphs 3 through 5 contain 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 Rules.
11. **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 Act¹⁴ against the Company 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 the Company with the Communications Laws.
12. **Settlement Amount.** CenturyLink will pay a settlement amount to the United States Treasury in the amount of five hundred thousand dollars (\$500,000) within thirty (30) calendar days of the Effective Date (Settlement Amount). CenturyLink acknowledges and agrees that upon execution of this Consent Decree, the Settlement Amount shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).¹⁵ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. CenturyLink shall send electronic notification of payment to JoAnn.Lucanik@fcc.gov, Eric.Ehrenreich@fcc.gov, and EB-SED-Response@fcc.gov on the date said payment is made. Payment of the Settlement Amount 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),¹⁶ or by wire transfer. The Commission no longer accepts Settlement Amount payments

¹³ See 47 CFR § 1.93(b).

¹⁴ 47 U.S.C. § 208.

¹⁵ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

¹⁶ Payments made using the Commission's Fee Filer system do not require the submission of an FCC Form 159.

by check or money order. Below are instructions that payors should follow based on the form of payment selected:¹⁷

- 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).¹⁸ 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 CD Acct. No. – the bill number is the CD Acct. No. with the first two digits excluded – and then choose the “Pay by Credit Card” option. IMPORTANT NOTE: 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 CD Acct. No. – the bill number is the CD Acct. No. with the first two digits excluded (e.g., NAL 1912345678 = FCC bill Number 12345678) – 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.

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

14. **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 Amount 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 Amount, 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 CenturyLink.

15. **Waivers.** As of the Effective Date, the Company 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. The Company 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

¹⁷ 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.

¹⁸ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

Consent Decree or the Adopting Order, neither the Company nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and the Company shall waive any statutory right to a trial *de novo*. The Company hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act¹⁹ relating to the matters addressed in this Consent Decree.

16. **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.

17. **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.

18. **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 the Company does not expressly consent) that provision will be superseded by such Rule or order.

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

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

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

22. **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.

23. **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.

¹⁹ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

24. **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

Martin Valence
VP Network Operations
CenturyLink, Inc.

Date