

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF ANOKA

TENTH JUDICIAL DISTRICT

Case Type: Other Civil
(Consumer Protection)

State of Minnesota, by its Attorney General,
Keith Ellison,

Court File No. 02-CV-17-3488

Plaintiff,

vs.

CONSENT JUDGMENT AND ORDER

CenturyTel Broadband Services LLC,
d/b/a CenturyLink Broadband; Qwest
Broadband Services, Inc., d/b/a
CenturyLink; and Qwest Corporation,
d/b/a CenturyLink QC,

Defendants.

WHEREAS, the State of Minnesota, by its Attorney General, Keith Ellison (“State”) filed and served a Complaint against the above-captioned Defendants (collectively “CenturyLink”) on July 12, 2017 and subsequently filed and served a First Amended Complaint on June 26, 2019;

WHEREAS, the State and CenturyLink entered into an interim Stipulated Consent Order, approved by this Court on October 27, 2017;

WHEREAS, the State and CenturyLink now desire to resolve the claims set forth in the First Amended Complaint by this Consent Judgment and Order (“Order”); and

NOW THEREFORE, the State and CenturyLink agree to entry of an Order with the following terms and conditions:

I. INJUNCTIVE RELIEF

CenturyLink, including its principals, officers, directors, employees, agents, independent contractors, affiliates, subsidiaries, successors, and those acting in concert or participation with

CenturyLink who receive actual notice of this Order, shall comply with the following terms and provisions:

1. CenturyLink shall not make any false statement of material fact, nor shall CenturyLink omit any material fact, in connection with CenturyLink's sale of internet, television, or telephone service to a Minnesota consumer. The term "service" also refers to any goods or equipment purchased or leased in connection with a service.

2. For sales of its services, CenturyLink shall accurately and in a clear and conspicuous manner disclose all material terms and conditions of its offers to Minnesota consumers at the time of sale. These terms and conditions include, but are not limited to, the following where applicable:

- a. The monthly base price of the service(s) the consumer purchases;
- b. The amount (either the actual amount or, for fees that are based on percentage, based on usage, or that vary by location, the average amount paid by CenturyLink consumers) of each recurring monthly fee (except for those fees described in paragraph 2(c) of this Order) charged for the service(s) the consumer purchases, in addition to the monthly base price;
- c. For the Access Recovery Charge, the Federal Universal Service Fund, the Property Tax Recovery Fee, the Federal Regulatory Recovery Fee when applicable (and, at CenturyLink's discretion, also applicable taxes), CenturyLink shall disclose the total amount of these fees or surcharges (as an actual amount or, for fees or surcharges that are based on percentage, based on usage, or that vary by location, the average amount paid by CenturyLink consumers) that will appear on the customer's first

invoice. CenturyLink may refer the customer to his or her first invoice for an itemization of each of these applicable fees or surcharges;

- d. The amount of each one-time fee, or fee charged only on the customer's first invoice, for the purchased service(s), including, but not limited to, activation and installation fees and equipment purchases;
- e. The amount of the first invoice that includes the customer's new service (using the actual or estimated amounts in paragraphs 2(a) through 2(d) of this Order) of the service(s) the consumer purchases. If this amount does not include taxes, CenturyLink shall disclose that the amount does not include taxes. In addition to this quoted amount, CenturyLink shall also disclose that the first invoice may also include prorated charges from the date the service starts to the next billing cycle;
- f. The recurring total cost (which, at CenturyLink's discretion, may include or exclude taxes) of the service(s) the consumer purchases, starting with the second invoice. If the recurring total cost does not include taxes, CenturyLink shall disclose that the quoted amounts do not include taxes. In calculating the recurring total cost, CenturyLink shall include the actual or estimated amount(s) disclosed in paragraphs 2(a) through 2(c) of this Order;
- g. The time period for which the quoted prices apply, or if any of the quoted base prices, fees, or surcharges may increase after the first invoice, a general statement that CenturyLink does not guarantee the particular quoted base price, fee, or surcharge for any additional length of time;

- h. Any restrictions or conditions on a consumer's ability to receive the quoted price(s) or discount(s);
- i. Any applicable early cancellation fee(s); and
- j. If applicable, that the consumer will be charged for failing to return any leased or rented equipment, and the amount of the charge(s).

3. Within three business days after a customer places an order, CenturyLink shall send the customer an order confirmation via regular mail, email, or text message (to the extent such capability exists) that sets forth the information disclosed in paragraphs 2(a) through 2(j) of this Order. The information in the order confirmation must be materially the same as the information disclosed in paragraphs 2(a) through 2(j) at the time of sale and cannot materially contradict any information disclosed in paragraphs 2(a) through 2(j) at the time of sale. The written communication shall contain the words "Order Confirmation" in the title, subject line, or at the beginning of the communication. For written disclosures sent by regular mail the phrase "Order Confirmation" shall be prominently displayed on the envelope. If CenturyLink offers more than one method of communication, the consumer shall have the right to choose whether to receive the disclosure by mail, email, or text message (to the extent such capability exists). The requirements in this paragraph shall take effect within 90 days of entry of this Order. If a customer cancels an existing order between the date of the customer's service order and the service effective date and places a new order, CenturyLink shall send the consumer an updated order confirmation within three business days. If a customer makes changes to his/her service order between the date of the customer's service order and the service effective date, these changes will be reflected on the customer's first invoice.

4. CenturyLink shall not charge any Minnesota consumer for the Internet Cost Recovery Fee or Broadband Cost Recovery Fee for any order placed 90 or more days after entry of this Order. Within 90 days of entry of this Order, CenturyLink shall notify current Minnesota consumers who are on term commitment plans for internet service that (i) they are being charged the Internet or Broadband Cost Recovery Fee and the amount of such fee, and (ii) if they wish to cancel their CenturyLink service as a result of being charged the fee or transition to another CenturyLink internet plan that does not include a separate charge for the fee, they may do so within 30 days of the notice without incurring an early termination fee. In addition, within 90 days of entry of this Order, CenturyLink shall notify current Minnesota consumers who are on Price Lock plans for internet service that (i) they are being charged the Internet or Broadband Cost Recovery Fee and the amount of such fee, and (ii) within 30 days of the notice, they may transition to another CenturyLink internet plan that does not include a separate charge for the fee. CenturyLink shall send notice to consumers via email (to the extent that CenturyLink has current email addresses for such consumers) and as a separate insert included with the consumers' bills. The notice will include a heading to the effect that it is an important notice and is not an advertisement. CenturyLink shall not be deemed to have violated this Order if term commitment or Price Lock consumers who receive these notices do not make timely termination or transition requests, as applicable, and therefore maintain their existing internet service plans until they expire. CenturyLink shall not charge any consumer for any internet fee or internet surcharge similar to any Internet Cost Recovery or Broadband Cost Recovery Fee, meaning any internet fee or internet surcharge that is (i) not passed on to a third party (e.g. taxes paid to government entities); (ii) not specifically authorized by law or regulation; or (iii) not for payment of additional goods or services (e.g. a modem rental fee).

5. No later than 90 days after the entry of this Order, if CenturyLink advertises an available price and charges any related fees or surcharges in addition to the advertised price, the existence of those fees or surcharges must be disclosed in the main text of the advertisement (e.g., “additional fees and surcharges apply” or “excludes fee and surcharges”). In addition, for CenturyLink fees or surcharges that are mandatory, but are not: (i) passed on to third parties (e.g., taxes paid to government entities); (ii) specifically authorized by law or regulation (e.g., the Access Recovery Charge, as expressly authorized by the Federal Communications Commission at the time of this Order); or (iii) for additional services or goods (e.g., a modem rental fee) (collectively, “Specifically Disclosed Fees and Surcharges”), additional disclosure requirements apply. Specifically, CenturyLink shall disclose:

- a. For internet advertisements,
 - (i) The not to exceed total amount of all Specifically Disclosed Fees or Surcharges, which shall be identified as CTL or CenturyLink fees or surcharges, and the existence of other authorized taxes, fees, and surcharges. These disclosures must be clear and conspicuous in close proximity to the advertised price.
 - (ii) The name and nature or purpose of a Specifically Disclosed Fee or Surcharge. This disclosure may be placed in the verbiage in the offer’s details and may be satisfied by (i) identifying each Specifically Disclosed Fee or Surcharge and stating that such Specifically Disclosed Fees and Surcharges are neither a tax nor required by law but set by CenturyLink, and (ii) providing a link to CenturyLink’s

publicly available website that describes CenturyLink’s common fees, surcharges, and taxes. The advertisement offer’s details must be on the same page as the advertisement’s main text, or may be available by a hyperlink or “hover over” feature labeled “Offer Details” or containing a substantively similar label. If CenturyLink uses a “hover over” or hyperlink, it must be readily viewable in the advertisement’s main text, in close proximity to the advertised price.

(iii) These obligations do not apply to banner advertisements, side bar advertisements, social media posts or internet search copy that require consumers to visit another website to order CenturyLink services, so long as the advertisements, posts or search copy lead consumers to a webpage that contains the disclosures previously described in this paragraph in the form and manner previously described in this paragraph.

b. For print advertisements,

(i) The not to exceed total amount of all Specifically Disclosed Fees or Surcharges, which shall be identified as CTL or CenturyLink fees or surcharges, and the existence of other authorized taxes, fees, and surcharges. These disclosures must be clear and conspicuous in close proximity to the advertised price.

(ii) The name and nature or purpose of a Specifically Disclosed Fee or Surcharge. This disclosure shall be placed on the same page of the advertisement as the corresponding price. This disclosure may be

satisfied by (i) identifying each Specifically Disclosed Fee or Surcharge and stating that such Specifically Disclosed Fees and Surcharges are neither a tax nor required by law but set by CenturyLink, and (ii) providing a reference to CenturyLink's publicly available website that describes CenturyLink's common fees, surcharges, and taxes.

- c. Video and audio advertisements shall disclose the not to exceed total amount of all Specifically Disclosed Fees or Surcharges, which shall be identified as CTL or CenturyLink fees or surcharges, and the existence of other authorized taxes, fees, and surcharges. If the video or audio advertisement directs the consumer to a web page, the web page shall comply with the provisions of subparagraph (a) above.
- d. CenturyLink shall maintain a publicly available website that describes common fees, surcharges, and taxes.

6. When selling goods and services as a sales agent of DIRECTV, CenturyLink shall disclose any and all material terms or conditions of DIRECTV's offer. Such material terms or conditions include, but are not limited to, the following, if applicable:

- a. The first month's price of any DIRECTV Services ordered;
- b. That a mandatory programming commitment/agreement will apply, including, but not limited to the duration of the contract;
- c. The current monthly fees and charges for HD and/or DVR services, if equipment requiring subscription to such services is initially ordered by the consumer;

- d. Any costs, fees or other consideration consumers must pay to cancel any DIRECTV Services, including, but not limited to the following, if applicable: (i) the existence of any early cancellation fee, (ii) the amount of such fees, and (iii) the amount such fees will decrease and on what basis such fees may be prorated;
- e. That an equipment non-return fee may apply if leased DIRECTV Goods are not returned as required;
- f. Any promotional price, and (i) the fact that the promotional price is contingent upon the consumer's request for a rebate(s), if such is the case, (ii) each component or requirement for claiming a rebate, if applicable, (iii) the duration of the promotional price, and (iv) the current price of the DIRECTV Goods or DIRECTV Services ordered without any promotion or discount applied;
- g. The fact that any price or offer is conditioned upon a consumer's agreement to a particular method and/or manner of payment; and
- h. If DIRECTV offers its services, or any part of its services (e.g., a 3-month trial of premium movie channels or a protection plan), at no cost to the consumer for a period of time ("Promotional Period"), (i) whether the consumer will be automatically billed for the service following the expiration of the Promotional Period, (ii) that the consumer must cancel the service within the Promotional Period to avoid being automatically billed for it, (iii) the cost of the service after the Promotional Period, (iv)

the length of the Promotional Period, and (v) the means by which the consumer may cancel the service during the Promotional Period.

The parties' intent is for CenturyLink to make the same point-of-sale disclosures of DIRECTV's goods and services as is required by § 6.14 in the Agreed Final Consent Judgment in *State of Minn. v. DIRECTV, Inc.*, No. 62-CV-11-1504 (2d Jud. Dist.), filed Feb. 25, 2011 (the "DIRECTV Consent Judgment"). The terms "DIRECTV Goods" and "DIRECTV Services" as used in this Order shall have the same meaning as in the DIRECTV Consent Judgment. If the terms of § 6.14 of the DIRECTV Consent Judgment change in the future, then the parties intend that CenturyLink's disclosures required by this paragraph shall also change accordingly. Nothing herein shall be construed to waive or modify any claims either party may have against the other under the DIRECTV Consent Judgment. Notwithstanding the foregoing, CenturyLink shall not be deemed to have violated this paragraph if CenturyLink can demonstrate that it did not cause the violation and that it did not know, prior to the violation, of the circumstances that caused the violation.

7. In the written disclosure described in paragraph 3 and in all invoices it sends to consumers, CenturyLink shall provide the mailing address and toll-free telephone number that a consumer may use to contact CenturyLink with complaints or concerns regarding the information disclosed in paragraph 3 of this Order. CenturyLink shall also provide this mailing address and toll-free telephone number on each invoice it sends to a Minnesota consumer.

8. CenturyLink shall record and retain for at least two years the entirety of each telephone call with a Minnesota consumer regarding the offer or sale of its service(s), and any complaint or concern directly related thereto. CenturyLink shall inform each consumer at the beginning of the call that the call is being recorded. CenturyLink shall also retain for at least two

years all of its written correspondence with Minnesota consumers regarding the offer or sale of its service(s), and any complaint or concern directly related thereto, including, but not limited to, emails and on-line chats. CenturyLink shall require any third-party vendor it utilizes to communicate with consumers to comply with this paragraph.

9. Other than taxes (if taxes are not quoted), CenturyLink shall not charge any Minnesota consumer any amount greater than the amount CenturyLink disclosed to the consumer in accordance with paragraphs 2 or 6 of this Order, for the time period disclosed in accordance with paragraphs 2 or 6 of this Order, unless the consumer orders additional service(s) or if the consumer stops meeting restrictions or conditions that were disclosed in accordance with paragraphs 2 or 6 of this Order at the time of sale. No offer made by CenturyLink shall be dishonored on the basis of a condition or restriction on the consumer's ability to receive the quoted price if the restriction or condition was not disclosed in accordance with paragraphs 2 or 6 of this Order. CenturyLink shall not charge any consumer a cancellation fee unless CenturyLink discloses the existence of the cancellation fee at the time of sale in accordance with paragraphs 2 or 6 of this Order, and also at the time the consumer cancels the service. CenturyLink shall not charge any consumer an unreturned equipment fee unless CenturyLink discloses the existence of the unreturned equipment fee at the time of sale in accordance with paragraphs 2 or 6 of this Order, and also at the time the consumer's service is cancelled. CenturyLink shall not be deemed to have violated paragraph 6 of this Order if CenturyLink can demonstrate that it did not cause the violation.

10. In responding to complaints from Minnesota consumers about billing issues that are related to the requirements of paragraphs 2, 6, or 9 of this Order for sales occurring after entry of this Order, CenturyLink shall honor the price and terms of service that the consumer

reports being offered unless CenturyLink can identify information contradicting the consumer's claim.

11. By January 31, 2020, the parties will work collaboratively to develop a reasonable process for the Attorney General to evaluate unresolved Attorney General complaints specific to paragraphs 2, 6, or 9 of this Order. That collaborative process is not intended to alter or impact any other processes in existence between the Attorney General's Office and CenturyLink about resolving customer complaints unless expressly referenced herein. If the parties do not agree upon a reasonable process by January 31, 2020, the parties consent to mediation before the Honorable Daniel A. O'Fallon (ret.) as soon as practical.

12. By January 31, 2020, the parties will work together to develop a reasonable process which will allow the State to verify customer relationships. If the parties do not agree upon a reasonable process by January 31, 2020, the parties consent to mediation before the Honorable Daniel A. O'Fallon (ret.) as soon as practical.

13. By March 31, 2020, CenturyLink shall provide the State with a certification attesting that it has paid (or credited) or undertaken reasonable efforts to pay (or credit) a total of \$844,655 to 12,094 Minnesota consumers for what the State alleges were overcharges relating to a failure to apply "Closer" discounts to consumer accounts. Each consumer's payment (or credit) shall be in the amount identified in Exhibit E to CenturyLink's response to the State's Interrogatory No. 23. Any checks issued to these 12,094 Minnesota consumers that are not cashed within 180 days of the issuance of the check, shall escheat in accordance with unclaimed property laws. Any unclaimed funds from the aforementioned \$844,655 not otherwise credited, dispersed, or sent to unclaimed property, shall be remitted to the State by a check made payable to the State of Minnesota and mailed to the Attorney General at the following address: Alex K.

Baldwin, Assistant Attorney General, Minnesota Attorney General's Office, 445 Minnesota Street, Suite 1200, Saint Paul, MN 55101.

14. CenturyLink shall provide a copy of this Order within 30 days of entry of this Order to all members of its board of directors and all members of its leadership team. CenturyLink shall also provide notice of this Order to all of its officers, employees, agents, independent contractors, affiliates, subsidiaries, successors, and those acting in concert or participation with CenturyLink who are reasonably expected to be involved in the implementation or compliance with the requirements set forth in this Order.

15. CenturyLink shall fulfill the terms of this Order, and all of CenturyLink's parents, subsidiaries, successors, officers, employees, agents, independent contractors, affiliates, and those acting in concert or participation with CenturyLink, who are reasonably expected to be involved in the implementation or compliance with the requirements of this Order shall be bound by this Order so as to accomplish the full relief contemplated by this Order. CenturyLink shall not affect any change in its form of doing business, organizational identity, organizational structure, affiliations, ownership, or management composition as a method or means of attempting to avoid the requirements of this Order.

II. MONETARY PAYMENT

16. CenturyLink shall pay to the Attorney General the sum of \$8,055,345 (the "Settlement Sum") pursuant to Minnesota Statutes section 8.31, no later than thirty business days after the date on which the Court enters this Order. Any or all portion of the Settlement Sum may be used for any lawful purpose in the Attorney General's sole discretion pursuant to Minnesota Statutes section 8.31, including for payment to a settlement administrator.

17. Within five days of entry of this Order, CenturyLink shall withdraw its Motion for Temporary Injunction filed in *In re CenturyLink Residential Customer Billing Disputes Litigation*, MDL No. 17-2795 (MJD/KMM), United States District Court for the District of Minnesota.

III. ENFORCEMENT AND COMPLIANCE

18. CenturyLink shall not violate any provision of this Order. If the Attorney General believes that CenturyLink has violated any provision of this Order, the Attorney General will notify CenturyLink in writing of such failure to comply and CenturyLink shall have thirty days to provide a good faith written response to the State, including either a statement that CenturyLink believes it is in full compliance or otherwise a statement explaining how the violation occurred, how it has been addressed or when it will be addressed, and what CenturyLink will do to make sure the violation does not happen again. If the Attorney General still believes that CenturyLink has violated this Order, the Attorney General may file a Motion to Enforce this Order consistent with the requirements of Rule 115 of the General Rules of Practice.

19. If the Court finds by a preponderance of the evidence that CenturyLink has violated a material provision of this Order, the Court may award such relief as permitted by Minnesota Statutes section 8.31 to deter future violations of this order.

20. On the first and third anniversaries of the entry of this Order, CenturyLink must submit compliance reports, sworn under penalty of perjury by an individual or individuals with authority to bind each and every Defendant, regarding its compliance with the provisions of this Order during the period covered by each report. The compliance reports must:

- a. Identify the primary postal and email address and telephone number, as designated points of contact, which the Attorney General may use to communicate with CenturyLink in connection with this Order;
- b. Identify all of CenturyLink's business entities that offer goods and services to Minnesota consumers by their names, telephone numbers, and physical, postal, email, and internet addresses;
- c. Describe the activities of each such business entity, including the goods and services offered and the means of advertising, marketing, and sales;
- d. State whether CenturyLink is in compliance with paragraphs 2 to 10 of this Order;
- e. Describe the policies, procedures, and controls CenturyLink has instituted that are designed to ensure that CenturyLink's advertising and sale of goods and services do not make any false or misleading statement of material fact or omit any material fact, including: (i) establishment and maintenance of a team or business group that reviews all of CenturyLink's advertisements to Minnesota consumers prior to dissemination and seeks to ensure that such advertisements do not make any false or misleading statement of material fact or omit any material fact; (ii) identification of the individuals and business groups that are responsible for seeking to ensure that CenturyLink's advertising and sales do not make any false or misleading statement of material fact or omit any material fact; (iii) identification of the individuals and business groups that are responsible for seeking to ensure that CenturyLink complies with its stated policy for

fees connected to the failure to return rented equipment; and (iv) identification of the individuals and business groups that are responsible for seeking to ensure that CenturyLink complies with the representations made to consumers with respect to the providing of gift cards or other incentives, consistent with the terms and eligibility requirements of such offers.

- f. Describe all billing issues, errors and discrepancies that result in overcharges of \$25 or more to more than 500 Minnesota consumers, including, for each error or discrepancy a description of: (i) the nature and cause of the issue, error or discrepancy; (ii) all steps taken to remediate the issue, error or discrepancy; and (iii) all steps take to communicate the details of the issue, error or discrepancy to Minnesota consumers and provide any necessary refunds or credits.
- g. Describe the policies, procedures, and controls CenturyLink has established that are designed to ensure that customer service representatives do not make any false or misleading statements to Minnesota consumers about the price of CenturyLink's goods or services, including: (i) trainings provided to customer service representatives and their supervisors; and (ii) the quality assurance measures used by CenturyLink to monitor the performance of customer service representatives.

21. CenturyLink must create and retain the following records in connection with the advertisement and sale of its good and services to Minnesota consumers after entry of this Order and retain such records for four years:

- a. All written records of consumer complaints, whether received directly from a consumer or indirectly from government agencies or the Better Business Bureau, that are addressed by CenturyLink's Consumer Advocacy Group ("CAG"), or any group or department with a similar role to the CAG established after the entry of this Order, related to billing discrepancies or alleged misrepresentation of prices, which shall include, but not be limited to, available Minnesota consumer contact information, date of complaint, source of complaint, category of complaint, and the outcome of the complaint;
- b. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Attorney General; and
- c. A copy of each unique advertisement or other marketing material created, produced, or approved by CenturyLink that was disseminated to Minnesota consumers.

IV. GENERAL TERMS

22. "CenturyLink" means CenturyLink, Inc., together with its operating subsidiaries CenturyTel Broadband Services, LLC; Qwest Corporation; Qwest Broadband Services, Inc.; and any other related entity that participates in the promotion, offering, marketing, or billing of CenturyLink services to Minnesota consumers. CenturyLink represents that CenturyLink, Inc. is a holding company with ownership interests in these operating subsidiaries, but does not itself

carry out the activities described in this Order. It is the parties' intention to bring CenturyLink, Inc., and these related entities within the scope of this Order. CenturyLink incorporates and maintains these distinctions in the definition of "CenturyLink."

23. This Order shall apply to CenturyLink's initial sale of service to a Minnesota consumer, and shall apply to any subsequent sale or material change made to the Minnesota consumer's service. This Order applies only to residential and small business customers (that is, businesses with 10 employees or less that are billed less than \$2,000 per month in recurring charges) who have a Minnesota mailing address or who receive service from CenturyLink in Minnesota. This Order applies to CenturyLink's sale of internet, television, and telephone service (other than standalone sales of basic home phone service). If changes in technology render CenturyLink's compliance with certain provisions of this Order impracticable, the parties shall agree to cooperate in good faith and make such modifications to this Order as are necessary. Except as otherwise specifically stated herein, all provisions of this Order take effect immediately upon entry of this Order and shall remain in effect for ten years. Nothing herein shall be construed to modify any provisions in the Agreed Final Consent Judgment in *State of Minn. v. DIRECTV, Inc.*, No. 62-CV-11-1504 (2d Jud. Dist.), filed Feb. 25, 2011. The Attorney General may move the Court to extend the duration of the Order in the event of noncompliance with any of its terms or if it believes the interests of justice so require.

24. Nothing in this Order shall relieve CenturyLink of its obligation to comply with all applicable Minnesota laws and regulations.

25. In consideration of the stipulated relief, the sufficiency of which is acknowledged, the Office of the Attorney General, by execution of this Order, hereby fully and completely releases, jointly and severally, CenturyLink and its current and former officers, directors,

employees, agents, independent contractors, representatives, affiliates, successors and assigns, and those acting in concert with CenturyLink (the “Released Parties”) (except for any claims that the State may bring against DIRECTV), of any and all civil claims, causes of action, or proceedings under the Minnesota Consumer Protection Act or the common law on behalf of the State against the Released Parties, including but not limited to claims, causes of action or proceedings seeking restitution, injunctive relief, damages, penalties, attorneys’ fees, or costs, based on conduct, practices, facts or events that occurred prior to the entry of this Order and were asserted or could have been asserted under the Minnesota Consumer Protection Act or the common law in the Attorney General’s First Amended Complaint in the above-captioned action, relating to whether CenturyLink provided customers with promised sales discounts or otherwise billed customers higher rates quoted during sales communications; whether CenturyLink adequately disclosed fees and surcharges when advertising and selling its goods and services; whether CenturyLink billed customers for goods or services that were not ordered or delivered, not delivered as promised or were appropriately cancelled; whether CenturyLink changed the amounts of prices, fees or surcharges without adequate notice to or consent by customers; whether CenturyLink improperly imposed early termination fees; whether CenturyLink imposed unreturned equipment fees on customers who had returned their equipment; whether CenturyLink failed to provide gift cards promised during sales communications; and all other claims and allegations alleged in the First Amended Complaint up to and through the entry of this Order (the “Released Claims”); and the State shall not proceed with or institute any civil action or proceeding against the Released Parties based on the Released Claims. The Attorney General through this Order does not settle, release, or resolve any claim against CenturyLink or any other person or entity involving any private causes of action, claims, and remedies including,

but not limited to, private causes of action, claims, or remedies provided for under Minnesota Statutes section 8.31. This release does not apply in any way to claims of any other Minnesota state agency, department, official, or division.

26. This Order is for the benefit of the parties only and does not create or confer rights or remedies upon any other person, including rights as a third-party beneficiary. This Order does not create a private right of action on the part of any person or entity, whether to enforce this Order or otherwise, other than the parties hereto and their successors in interest.

27. No part of this Order, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by CenturyLink. This Order shall not be construed or used as a waiver or limitation of any defense otherwise available to CenturyLink in any action, or of CenturyLink's right to defend itself from, or make any arguments in, any private individual, regulatory, governmental, or class claims or suits relating to the subject matter or terms of this Order. This Order is made without trial or adjudication of any issue of fact or law or finding of liability of any kind.

28. This Order replaces and supersedes the parties' Stipulated Consent Order entered on October 27, 2017. To the extent that any provision of this Order conflicts with the Stipulated Consent Order entered on October 27, 2017, this Order controls.

29. This Order is entered pursuant to the parties' stipulation. The parties' stipulation and this Order do not waive or limit any positions or claims for relief the parties have asserted or may assert in any other matter. The parties intend that this Order shall not be deemed an admission or denial of fault or liability. The parties enter into this Order as a compromise and settlement of all disputed claims. This Order is entered into without adjudication of any issue of fact or law or finding of liability of any kind, and nothing contained in this Order shall be

construed or deemed an admission by Defendants of any wrongdoing or any violation of state or federal law or regulation.

30. This Order may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same agreement.

31. The person signing this Order for CenturyLink warrants that he or she has been duly delegated authority to execute this Order, that CenturyLink has been fully advised by its counsel before entering into the Order, and that he or she executes this Order in an official capacity that binds CenturyLink.

32. This Order constitutes the full and complete terms of the agreement entered into by CenturyLink and the Attorney General.

33. The Court shall retain jurisdiction of this matter for purposes of enforcing this Order.

34. Service of notices required by this Order shall be served on the following persons, or any person subsequently designated by the parties to receive such notices:

If to the State of Minnesota:

Alex K. Baldwin
Assistant Attorney General
Office of the Minnesota Attorney General
445 Minnesota Street, Suite 1200
St. Paul, Minnesota 55101

If to CenturyLink:

Ryan McManis, Deputy General Counsel
CenturyLink Legal Department
931 14th Street, 9th Floor
Denver, CO 80202

With copies to:

Jerry W. Blackwell
Blackwell Burke P.A.
431 South Seventh Street, Suite 2500
Minneapolis, Minnesota 55415

Russell Ponessa
Hinshaw & Culbertson LLP
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402

Douglas P. Lobel
David A. Vogel
Dana J. Moss
Cooley LLP
One Freedom Square
11951 Freedom Drive
Reston, Virginia 20190

35. The failure of a party to exercise any rights under this Order shall not be deemed to be a waiver of any right or any future rights.

36. This Order, including any issues relating to interpretation or enforcement, shall be governed by the laws of the State of Minnesota.

37. Nothing in this Order shall be construed to limit the power or authority of the State of Minnesota or the Attorney General except as expressly set forth herein.

38. Each of the parties is represented by counsel, participated in the drafting of this Order and agrees that the Order's terms may not be construed against or in favor of any of the parties by virtue of draftsmanship.

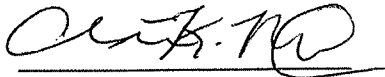
39. Each party shall perform such further acts and execute and deliver such further documents as may reasonably be necessary to carry out this Order.

40. The parties consent to entry of this Consent Judgment and Order, which shall constitute a final judgment as to the State's claims connected with or arising out of the allegations in the Attorney General's First Amended Complaint against CenturyLink in the above-captioned action.

Dated: 1-8-2020

KEITH ELLISON
Attorney General
State of Minnesota

JAMES W. CANADAY
Deputy Attorney General



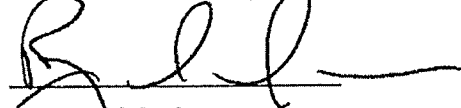
ALEX K. BALDWIN
Assistant Attorney General
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alex.baldwin@ag.state.mn.us

Attorneys for Plaintiff, State of Minnesota

Dated: 12/27/19

ON BEHALF OF CENTURYLINK



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ORDER

Based upon the foregoing Consent Judgment and Order, it is SO ORDERED.

BY THE COURT:

Bethany A. Fountain Lindberg
Judge of District Court

THERE BEING NO REASON FOR FURTHER DELAY, LET JUDGMENT BE ENTERED IMMEDIATELY.