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DELTA REPORT

10-Q

LUMN - LUMEN TECHNOLOGIES, INC.

10-Q - JUNE 30, 2024 COMPARED TO 10-Q - MARCH 31, 2024

The following comparison report has been automatically generated

TOTAL DELTAS	1796
CHANGES	216
DELETIONS	546
ADDITIONS	1034

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2024 June 30, 2024
or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to
Commission File No. 001-7784

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LUMEN TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Louisiana	**72-0651161**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
100 CenturyLink Drive, Monroe, Louisiana	**71203**
(Address of principal executive offices)	(Zip Code)

(318) 388-9000
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock, par value $1.00 per share	LUMN	New York Stock Exchange
Preferred Stock Purchase Rights	N/A	New York Stock Exchange

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	☒	Accelerated Filer	☐	Non-accelerated Filer	☐	Smaller Reporting Company	☐
						Emerging Growth Company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

On April 26, 2024 August 2, 2024, there were 1,015,035,771 1,016,810,054 shares of common stock outstanding.

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* All references to "Notes" in this quarterly report refer to these Notes to Consolidated Financial Statements.

Special Note Regarding Forward-Looking Statements

This report and other documents filed by us under the federal securities law include, and future oral or written statements or press releases by us and our management may include, forward-looking statements about our business, financial condition, operating results or prospects. These "forward-looking" statements are defined by, and are subject to the "safe harbor" protections under the federal securities laws. These statements include, among others:

- forecasts of our anticipated future results of operations, cash flows or financial position;
- statements concerning the anticipated impact of our completed, pending or proposed transactions, investments, product development, transformation plans, participation in government programs, Quantum Fiber buildout plans, deleveraging plans, and other initiatives, including synergies or costs associated with these initiatives;
- statements about our liquidity, profitability, profit margins, tax position, tax assets, tax rates, asset values, contingent liabilities, growth opportunities, growth rates, acquisition and divestiture opportunities, business prospects, regulatory and competitive outlook, market share,

product capabilities, investment and expenditure plans, business strategies, securities repurchase plans, leverage, capital allocation plans, financing or refinancing alternatives and sources, and pricing plans; and

- other similar statements of our expectations, beliefs, future plans and strategies, anticipated developments and other matters that are not historical facts, many of which are highlighted by words such as “may,” “will,” “would,” “could,” “should,” “plans,” “believes,” “expects,” “anticipates,” “estimates,” "forecasts," “projects,” "proposes," "targets," “intends,” “likely,” “seeks,” “hopes,” or variations or similar expressions with respect to the future.

These forward-looking statements are based upon our judgment and assumptions as of the date such statements are made concerning future developments and events, many of which are beyond our control. These forward-looking statements, and the assumptions upon which they are based, (i) are not guarantees of future results, (ii) are inherently speculative and (iii) are subject to a number of risks and uncertainties. Actual events and results may differ materially from those anticipated, estimated, projected or implied by us in those statements if one or more of these risks or uncertainties materialize, or if our underlying assumptions prove incorrect. All of our forward-looking statements are qualified in their entirety by reference below to factors that could cause our actual results to differ materially from those anticipated, estimated, projected or implied by us in those forward-looking statements. These factors include but are not limited to:

- the effects of intense competition from a wide variety of competitive providers, including decreased demand for our more mature service offerings and increased pricing pressures;

- the effects of new, emerging or competing technologies, including those that could make our products less desirable or obsolete;

- our ability to successfully and timely attain our key operating imperatives, including simplifying and consolidating our network, simplifying and automating our service support systems, attaining our Quantum Fiber buildout schedule, monetizing our excess network-related assets through leases, commercial service arrangements or similar transactions, replacing aging or obsolete plant and equipment, strengthening our relationships with customers and attaining projected cost savings;

- our ability to safeguard our network, and to avoid the adverse impact of cyber-attacks, security breaches, service outages, system failures, or similar events impacting our network or the availability and quality of our services;

- the effects of ongoing changes in the regulation of the communications industry, including the outcome of legislative, regulatory or judicial proceedings relating to content liability standards, intercarrier compensation, universal service, service standards, broadband deployment, data protection, privacy and net neutrality;

- our ability to generate cash flows sufficient to fund our financial commitments and objectives, including our capital expenditures, operating costs, debt obligations, taxes, pension contributions and other benefits payments;

- our ability to effectively retain and hire key personnel and to successfully negotiate collective bargaining agreements on reasonable terms without work stoppages;

- our ability to successfully adjust to changes in customer demand for our products and services, including increased demand for high-speed data transmission services and artificial intelligence services;

- our ability to successfully maintain the quality and profitability of our existing product and service offerings, to introduce profitable new offerings on a timely and cost-effective basis and to transition customers from our legacy products to our newer offerings;

- our ability to successfully and timely implement our corporate strategies, including our transformation, buildout and deleveraging strategies;

- our ability to successfully and timely realize the anticipated benefits from our 2022 and 2023 divestitures, and to successfully operate and transform our remaining business;

- changes in our operating plans, corporate strategies, or capital allocation plans, whether based upon changes in our cash flows, cash requirements, financial performance, financial position, market or regulatory conditions or otherwise;
- the impact of any future material acquisitions or divestitures that we may transact;
- the negative impact of increases in the costs of our pension, healthcare, post-employment or other benefits, including those caused by changes in markets, interest rates, mortality rates, demographics or regulations;
- the potential negative impact of customer and or shareholder complaints, government investigations, security breaches or service outages impacting us or our industry;
- adverse changes in our access to credit markets on acceptable terms, whether caused by changes in our financial position, lower credit ratings, unstable markets, debt covenant restrictions or otherwise;
- our ability to meet the terms and conditions of our debt obligations and covenants, including our ability to make transfers of cash in compliance therewith;
- our ability to attain the anticipated benefits of our March 22, 2024 debt transactions;
- our ability to maintain favorable relations with our security holders, key business partners, suppliers, vendors, landlords and lenders;
- our ability to timely obtain necessary hardware, software, equipment, services, governmental permits and other items on favorable terms;
- our ability to meet evolving environmental, social and governance ("ESG") expectations and benchmarks, and effectively communicate and implement our ESG strategies;
- the potential adverse effects arising out of allegations regarding the release of hazardous materials into the environment from network assets owned or operated by us or our predecessors, including any resulting governmental actions, removal costs, litigation, compliance costs, or penalties;
- our ability to collect our receivables from, or continue to do business with, financially-troubled customers;
- our ability to continue to use or renew intellectual property used to conduct our operations;
- any adverse developments in legal or regulatory proceedings involving us;
- changes in tax, pension, healthcare or other laws or regulations, in governmental support programs, or in general government funding levels, including those arising from governmental programs promoting broadband development;
- our ability to use our net operating loss carryforwards in the amounts projected;
- the effects of changes in accounting policies, practices or assumptions, including changes that could potentially require additional future impairment charges;
- the effects of adverse weather, terrorism, epidemics, pandemics, rioting, vandalism, societal unrest, political discord or other natural or man-made disasters or disturbances;
- the potential adverse effects if our internal controls over financial reporting have weaknesses or deficiencies, or otherwise fail to operate as intended;

- the effects of changes in interest rates or inflation;
- the effects of more general factors such as changes in exchange rates, in operating costs, in public policy, in the views of financial analysts, or in general market, labor, economic, public health or geopolitical conditions; and
- other risks referenced in the "Risk Factors" section or other portions of this report or other of our filings with the U.S. Securities and Exchange Commission (the "SEC").

Additional factors or risks that we currently deem immaterial, that are not presently known to us or that arise in the future could also cause our actual results to differ materially from our expected results. Given these uncertainties, investors are cautioned not to unduly rely upon our forward-looking statements, which speak only as of the date made. We undertake no obligation to publicly update or revise any forward-looking statements for any reason, whether as a result of new information, future events or developments, changed circumstances, or otherwise. Furthermore, any information about our intentions contained in any of our forward-looking statements reflects our intentions as of the date of such forward-looking statement, and is based upon, among other things, existing our assessment of regulatory, technological, industry, competitive, economic and market conditions and our assumptions as of such date. We may change our intentions, strategies or plans (including our capital allocation plans) at any time and without notice, based upon any changes in such factors in our assumptions or otherwise.

PART I—FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

LUMEN TECHNOLOGIES, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(UNAUDITED)

		Three Months Ended March 31,	**Three Months Ended June 30,**		**Six Months Ended June 30,**		
	2024	**2024**	**2023**	**2024**	**2023**	**2024**	**2023**
		(Dollars in millions, except per share amounts, and shares in thousands)					
		(Dollars in millions, except per share amounts, and shares in thousands)					
OPERATING REVENUE							
OPERATING EXPENSES							
Cost of services and products (exclusive of depreciation and amortization)							
Cost of services and products (exclusive of depreciation and amortization)							
Cost of services and products (exclusive of depreciation and amortization)							
Selling, general and administrative							
Loss on sale of business							
(Gain) loss on sale of business							
Depreciation and amortization							
Goodwill impairment							
Total operating expenses							
OPERATING INCOME							
OTHER INCOME (EXPENSE)							

OPERATING INCOME (LOSS)
OTHER (EXPENSE) INCOME
Interest expense
Interest expense
Interest expense
Net gain on early retirement of debt (Note 5)
Other income (expense), net
Total other income, net
INCOME BEFORE INCOME TAXES
Total other (expense) income, net
(LOSS) INCOME BEFORE INCOME TAXES
Income tax expense
NET INCOME
BASIC AND DILUTED EARNINGS PER COMMON SHARE
NET (LOSS) INCOME
BASIC AND DILUTED (LOSS) EARNINGS PER COMMON SHARE
BASIC
BASIC
BASIC
DILUTED
WEIGHTED-AVERAGE COMMON SHARES OUTSTANDING
BASIC
BASIC
BASIC
DILUTED

See accompanying notes to consolidated financial statements.

LUMEN TECHNOLOGIES, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE (LOSS) INCOME
(UNAUDITED)

	Three Months Ended March 31,	
	2024	**2023**
	(Dollars in millions)	
NET INCOME	$ 57	511
OTHER COMPREHENSIVE INCOME:		
Items related to employee benefit plans:		
Change in net actuarial loss, net of $(6) and $(5) tax	18	15
Change in net prior service cost, net of $1 and $1 tax	(3)	(3)
Foreign currency translation adjustment, net of $— and $(6) tax	(4)	18
Other comprehensive income	11	30

COMPREHENSIVE INCOME	$	68	541

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	(Dollars in millions)			
NET (LOSS) INCOME	$ (49)	(8,736)	8	(8,225)
OTHER COMPREHENSIVE INCOME:				
Items related to employee benefit plans:				
Change in net actuarial loss, net of $(5), $(5), $(11) and $(10) tax	16	16	34	31
Change in net prior service cost, net of $1, $1, $2 and $2 tax	(2)	(2)	(5)	(5)
Foreign currency translation adjustment, net of $—, $(2), $— and $(8) tax	(1)	2	(5)	20
Other comprehensive income	13	16	24	46
COMPREHENSIVE (LOSS) INCOME	$ (36)	(8,720)	32	(8,179)

See accompanying notes to consolidated financial statements.

LUMEN TECHNOLOGIES, INC.
CONSOLIDATED BALANCE SHEETS
(UNAUDITED)

		March 31, 2024	December 31, 2023
		(Dollars in millions and shares in thousands)	
		June 30, 2024	December 31, 2023
		(Dollars in millions and shares in thousands)	
ASSETS	ASSETS		ASSETS
CURRENT ASSETS	CURRENT ASSETS		CURRENT ASSETS
Cash and cash equivalents			
Accounts receivable, less allowance of $67 and $67			
Accounts receivable, less allowance of $62 and $67			
Other			
Total current assets			
Property, plant and equipment, net of accumulated depreciation of $21,725 and $21,318			
Property, plant and equipment, net of accumulated depreciation of $22,073 and $21,318			
GOODWILL AND OTHER ASSETS	GOODWILL AND OTHER ASSETS		GOODWILL AND OTHER ASSETS

Goodwill		
Other intangible assets, net		
Other, net		
Total goodwill and other assets		
TOTAL ASSETS		
LIABILITIES AND STOCKHOLDERS' EQUITY	LIABILITIES AND STOCKHOLDERS' EQUITY	LIABILITIES AND STOCKHOLDERS' EQUITY
CURRENT LIABILITIES	CURRENT LIABILITIES	CURRENT LIABILITIES
Current maturities of long-term debt		
Accounts payable		
Accrued expenses and other liabilities	Accrued expenses and other liabilities	Accrued expenses and other liabilities
Salaries and benefits		
Income and other taxes		
Current operating lease liabilities		
Interest		
Other		
Current portion of deferred revenue		
Total current liabilities		
LONG-TERM DEBT		
DEFERRED CREDITS AND OTHER LIABILITIES		
Deferred income taxes, net		
Deferred income taxes, net		
Deferred income taxes, net		
Benefit plan obligations, net		
Deferred revenue		
Other		
Total deferred credits and other liabilities		
COMMITMENTS AND CONTINGENCIES (Note 11)	COMMITMENTS AND CONTINGENCIES (Note 11)	COMMITMENTS AND CONTINGENCIES (Note 11)
STOCKHOLDERS' EQUITY	STOCKHOLDERS' EQUITY	STOCKHOLDERS' EQUITY
Preferred stock—non-redeemable, $25.00 par value, authorized 2,000 and 2,000 shares, issued and outstanding 7 and 7 shares		
Common stock, $1.00 par value, authorized 2,200,000 and 2,200,000 shares, issued and outstanding 1,015,967 and 1,008,486 shares		
Common stock, $1.00 par value, authorized 2,200,000 and 2,200,000 shares, issued and outstanding 1,016,190 and 1,008,486 shares		
Additional paid-in capital		
Accumulated other comprehensive loss		
Accumulated deficit		
Total stockholders' equity		
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		

See accompanying notes to consolidated financial statements.

LUMEN TECHNOLOGIES, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

(UNAUDITED)

	Three Months Ended March 31,		Six Months Ended June 30,	
	2024	2023	2024	2023
	(Dollars in millions)			
	(Dollars in millions)			
OPERATING ACTIVITIES	OPERATING ACTIVITIES		OPERATING ACTIVITIES	
Net income				
Adjustments to reconcile net income to net cash provided by operating activities:				
Net income (loss)				
Adjustments to reconcile net income (loss) to net cash provided by operating activities:				
Depreciation and amortization				
Depreciation and amortization				
Depreciation and amortization				
Loss on sale of business				
Goodwill impairment				
Deferred income taxes				
Provision for uncollectible accounts				
Net gain on early retirement of debt				
Debt modification costs and related fees				
Unrealized (gain) loss on investments				
Gain on sale of investment				
Unrealized loss on investments				
Stock-based compensation				
Changes in current assets and liabilities:				
Accounts receivable				
Accounts receivable				
Accounts receivable				
Accounts payable				
Accrued income and other taxes				
Other current assets and liabilities, net				
Retirement benefits				
Changes in other noncurrent assets and liabilities, net				
Other, net				
Net cash provided by operating activities				
INVESTING ACTIVITIES	INVESTING ACTIVITIES		INVESTING ACTIVITIES	
Capital expenditures				
(Payments) proceeds from sale of business				
Proceeds from sale of property, plant and equipment, and other assets				
Proceeds from sale of property, plant and equipment, and other assets				
Proceeds from sale of property, plant and equipment, and other assets				
Proceeds from sale of property, plant and equipment, and other assets				

Other, net				
Other, net				
Other, net				
Net cash used in investing activities				
FINANCING ACTIVITIES	FINANCING ACTIVITIES		FINANCING ACTIVITIES	
Net proceeds from issuance of long-term debt				
Payments of long-term debt				
Net payments on revolving line of credit				
Net (payments) proceeds on revolving line of credit				
Dividends paid				
Debt issuance and extinguishment costs and related fees				
Other, net				
Other, net				
Other, net				
Net cash used in financing activities				
Net cash (used in) provided by financing activities				
Net decrease in cash, cash equivalents and restricted cash				
Cash, cash equivalents and restricted cash at beginning of period				
Cash, cash equivalents and restricted cash at end of period				
Supplemental cash flow information:	Supplemental cash flow information:		Supplemental cash flow information:	
Income taxes refunded (paid), net				
Interest paid (net of capitalized interest of $39 and $21)				
Interest paid (net of capitalized interest of $79 and $45)				
Supplemental noncash information regarding financing activities:				
Cancellation of senior unsecured notes as part of exchange offers (Note 5)				
Cancellation of senior unsecured notes as part of exchange offers (Note 5)				
Cancellation of senior unsecured notes as part of exchange offers (Note 5)				
Issuance of senior secured notes as part of exchange offers (Note 5)				
Cash, cash equivalents and restricted cash:				
Cash and cash equivalents				
Cash and cash equivalents				
Cash and cash equivalents				
Cash and cash equivalents and restricted cash included in Assets held for sale				
Restricted cash included in Other current assets				
Restricted cash included in Other, net noncurrent assets				
Total				

See accompanying notes to consolidated financial statements.

LUMEN TECHNOLOGIES, INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(UNAUDITED)

	Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023	2024	2023
	(Dollars in millions except per share amounts)		(Dollars in millions except per share amounts)			
COMMON STOCK						
Balance at beginning of period						
Balance at beginning of period						
Balance at beginning of period						
Issuance of common stock through incentive and benefit plans						
Balance at end of period						
Balance at end of period						
Balance at end of period						
ADDITIONAL PAID-IN CAPITAL						
Balance at beginning of period						
Balance at beginning of period						
Balance at beginning of period						
Shares withheld to satisfy tax withholdings						
Shares withheld to satisfy tax withholdings						
Shares withheld to satisfy tax withholdings						
Stock-based compensation						
Other						
Other						
Other						
Balance at end of period						
ACCUMULATED OTHER COMPREHENSIVE LOSS						
Balance at beginning of period						
Balance at beginning of period						
Balance at beginning of period						
Other comprehensive income						
Balance at end of period						
ACCUMULATED DEFICIT						
Balance at beginning of period						
Balance at beginning of period						
Balance at beginning of period						
Net income						
Net (loss) income						
Balance at end of period						
TOTAL STOCKHOLDERS' EQUITY						

See accompanying notes to consolidated financial statements.

LUMEN TECHNOLOGIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

References in the Notes to (i) "Lumen Technologies" or "Lumen," "we," "us," the "Company," and "our" refer to Lumen Technologies, Inc. and its consolidated subsidiaries and (ii) "Level 3" refer to Level 3 Parent, LLC and its predecessor, Level 3 Communications, Inc., which we acquired on November 1, 2017. subsidiaries.

(1) Background

General

We are a facilities-based technology and communications company that provides a broad array of integrated products and services to our domestic and global business customers and our domestic mass markets customers. We operate one of the world's most interconnected networks. Our platform empowers our customers to swiftly adjust digital programs to meet immediate demands, create efficiencies, accelerate market access and reduce costs, which allows our customers to rapidly evolve their IT programs to address dynamic changes. Our specific products and services are detailed in Note 3—Revenue Recognition.

During 2022 and 2023, we divested components of our business, referenced herein as (i) the Europe, Middle East and Africa ("EMEA") business, divested November 1, 2023, (ii) the incumbent local exchange ("ILEC") business conducted in 20 Midwestern and Southeastern states, divested October 3, 2022 and (iii) the Latin American business, divested August 1, 2022. Please refer Refer to Note 2—Divestitures of the Latin American, ILEC and EMEA Businesses in our Annual Report on Form 10-K for the year ended December 31, 2023 for more information on these divestitures. As we determined that none of these divestitures represented a strategic shift for Lumen, they did not meet the criteria to be treated as discontinued operations and we continued to report our operating results for all three of the divested businesses in our consolidated operating results through their respective disposal dates.

Basis of Presentation

Our consolidated balance sheet as of December 31, 2023, which was derived from our audited consolidated financial statements, and our unaudited interim consolidated financial statements provided herein have been prepared in accordance with the instructions for Form 10-Q. Certain information and note disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") have been condensed or omitted pursuant to rules and regulations of the U.S. Securities and Exchange Commission ("SEC"). However, in our opinion, the disclosures made therein are adequate to make the information presented not misleading. We believe these consolidated financial statements include all normal recurring adjustments necessary to fairly present the results for the interim periods. The consolidated results of operations and cash flows for the first three six months of the year are not necessarily indicative of the consolidated results of operations and cash flows that might be expected for the entire year. These consolidated financial statements and the accompanying notes should be read in conjunction with the audited consolidated financial statements and the notes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2023.

The accompanying consolidated financial statements include our accounts and the accounts of our subsidiaries in which we have a controlling interest. Intercompany amounts and transactions with our consolidated subsidiaries have been eliminated.

To simplify the overall presentation of our consolidated financial statements, we report immaterial amounts attributable to noncontrolling interests in certain of our subsidiaries as follows: (i) income attributable to noncontrolling interests in other income (expense), net, (ii) equity attributable to noncontrolling interests in additional paid-in capital and (iii) cash flows attributable to noncontrolling interests in other, net financing activities.

We reclassified certain prior period amounts to conform to the current period presentation, including the recategorization of our Business revenue by product category and sales channel in our segment reporting. See Note 3—Revenue Recognition and Note 10—Segment Information for additional information. These changes had no impact on total operating revenue, total operating expenses or net (loss) income for any period.

During 2023, we identified errors in our previously reported consolidated financial statements related to accounts receivable and accounts payable which resulted in revisions to certain line items on our December 31, 2022 consolidated balance sheet in prior periods. We have recorded an increase to our accumulated deficit by $63 million, reflected in our January 1, 2023 and March 31, 2023 June 30, 2023 accumulated deficit in our consolidated statements of stockholders' equity herein. Please refer in this report. Refer to Note 1— Background and Summary of Significant Accounting Policies to the consolidated financial statements and accompanying notes in Part II, Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2023 for more information.

Operating lease assets are included in other, Other, net under goodwill Goodwill and other assets Other Assets on our consolidated balance sheets. Noncurrent operating lease liabilities are included in other Other under deferred credits Deferred Credits and other liabilities Other Liabilities on our consolidated balance sheets.

There were $5 million and no book overdrafts included in accounts Accounts payable at March 31, 2024 or June 30, 2024 and December 31, 2023. , respectively.

Change in Accounting Estimates

Effective January 1, 2024, we changed our method of depreciation and amortization for ILEC and certain competitive local exchange carriers ("CLEC") fixed assets from the group method of depreciation to straight line by individual asset method. Historically, we have used the group method of depreciation for the property, plant and equipment and amortization of certain intangible capitalized software assets of our ILECs and certain CLECs. Under the group method, for each subsidiary, all like kind assets were combined into common pools and depreciated under composite depreciation rates. Recent business divestitures and asset sales have significantly reduced our composite asset base. We believe the straight-line depreciation method for individual assets is preferable to the group method as it will result in a more precise estimate of depreciation expense and will result in a consistent depreciation method for all our subsidiaries. This change in the method of depreciation is considered a change in accounting estimate inseparable from a change in accounting principle and will result in changes to our depreciation and amortization expense prospectively. The change in accounting estimate had an immaterial impact to our continuing operations net (loss) income and diluted (loss) earnings per share for the quarter three and six months ended March 31, 2024 June 30, 2024.

Additionally, during the first quarter of 2024, we updated our analysis of economic lives of owned fiber network assets. As of January 1, 2024, we extended the estimated economic life and depreciation period of such assets from 25 years to 30 years to better reflect the physical life of the assets that we have experienced and absence of technological changes that would replace fiber. The change in accounting estimate decreased depreciation expense by approximately $16 million, $12 million net of tax, or and $32 million, $24 million net of tax, for the three and six months ended June 30, 2024, respectively, and resulted in an increase of $0.01 and $0.02, respectively, per diluted share from continuing operations for the quarter three and six months ended March 31, 2024 June 30, 2024.

Summary of Significant Accounting Policies

Refer to the significant accounting policies described in Note 1— Background and Summary of Significant Accounting Policies to the consolidated financial statements and accompanying notes in Part II, Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2023.

Recently Adopted Accounting Pronouncements

Supplier Finance Programs

On January 1, 2023, we adopted Accounting Standards Update ("ASU") 2022-04, *"Liabilities-Supplier Finance Program (Subtopic 405-50): Disclosure of Supplier Finance Program Obligations*" ("ASU 2022-04"). These amendments require that a company that uses a supplier finance program in connection with the purchase of goods or services disclose sufficient information about the program to allow a user of financial statements to understand the program's nature, program activity during the period, changes from period to period and the potential magnitude of program transactions. The adoption of ASU 2022-04 did not have a material impact to on our consolidated financial statements.

Credit Losses

On January 1, 2023, we adopted ASU 2022-02, "*Financial Instruments-Credit Losses (Topic 326): Troubled Debt Restructurings ("TDR") and Vintage Disclosures*" ("ASU 2022-02"). The ASU eliminates the TDR recognition and measurement guidance, enhances existing disclosure requirements and introduces new requirements related to certain modifications of receivables made to borrowers experiencing financial difficulty. The adoption of ASU 2022-02 did not have a material impact to on our consolidated financial statements.

Adoption of Other ASU With No Impact

As of March 31, 2024 On January 1, 2024, we adopted ASU 2023-01, "*Leases (Topic 842): Common Control Arrangements*", and ASU 2022-03, "*Fair Value Measurement (Topic 820): Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions*". The adoption of these ASU ASUs did not have any impact on our consolidated financial statements.

Recently Issued Accounting Pronouncements

In December 2023, the Financial Accounting Standards Board ("FASB") issued ASU 2023-09 "*Income Taxes (Topic 740): Improvements to Income Tax Disclosures*" ("ASU 2023-09"). This ASU requires that public business entities must to annually (i) disclose specific categories in the rate reconciliation and (ii) provide additional information for reconciling items that meet a quantitative threshold (if the effect of those reconciling items is equal to or greater than 5 percent of the amount computed by multiplying pretax income or loss by the applicable statutory income tax rate)." ASU 2023-09 will become effective for us in fiscal year 2025 and early adoption is permitted. As of March 31, 2024 June 30, 2024, we had not early adopted this ASU and are currently evaluating its impact on our consolidated financial statements, including our annual disclosure within our Income Taxes note.

In November 2023, the FASB issued ASU 2023-07, "*Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*" ("ASU 2023-07"). This ASU is intended to improve reportable segment disclosure requirements primarily through enhanced disclosures about significant segment expenses. This ASU will become effective for us in annual period fiscal 2024 years beginning after December 15, 2023, and early interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. As of March 31, 2024 June 30, 2024, we had not early adopted this ASU and are currently evaluating its impact on our consolidated financial statements, including on the accompanying annual disclosure within our Segment Information note.

(2) Goodwill, Customer Relationships and Other Intangible Assets

Goodwill, customer relationships and other intangible assets consisted of the following:

	March 31, 2024	**December 31, 2023**	
	June 30, 2024	**December 31, 2023**	
			(Dollars in millions)
Goodwill			
Indefinite-lived intangible assets			
Other intangible assets subject to amortization:	Other intangible assets subject to amortization:		Other intangible assets subject to amortization:
Customer relationships, less accumulated amortization of $4,047 and $4,248			
Capitalized software, less accumulated amortization of $3,981 and $4,045(1)			
Trade names, patents and other, less accumulated amortization of $75 and $72(1)			
Customer relationships, less accumulated amortization of $4,201 and $4,248(1)			
Capitalized software, less accumulated amortization of $4,017 and $4,045(1)			
Trade names, patents and other, less accumulated amortization of $79 and $72			
Total other intangible assets, net			

(1) Certain customer relationships with a gross carrying value of $352 million and capitalized software with a gross carrying value of $153 million became fully amortized during 2023 and were retired during the three months ended March 31, 2024. first quarter of 2024.

As of March 31, 2024 June 30, 2024, the gross carrying amount of goodwill, customer relationships, indefinite-lived and other intangible assets was $15.4 billion.

Our goodwill was derived from numerous acquisitions where the purchase price exceeded the fair value of the net assets acquired. We report our results within two segments: Business and Mass Markets. See Note 10—Segment Information for more information on these segments. We assigned no goodwill to our Business segment as of March 31, 2024 June 30, 2024 and December 31, 2023. We assigned approximately $2.0 billion $2.0 billion of goodwill to our Mass Markets segment as of both March 31, 2024 June 30, 2024 and December 31, 2023. Total goodwill as of both March 31, 2024 June 30, 2024 and December 31, 2023 was net of accumulated impairment losses of $21.7 billion.

We are required to assess our goodwill and other indefinite-lived intangible assets for impairment annually, or, under certain circumstances, more frequently, such as when events or changes in circumstances indicate there may be impairment. We are required to write down the value of goodwill only when our assessment determines the carrying value of equity of any of our reporting units exceeds its fair value. Our annual impairment assessment date for goodwill is October 31, at which date we assess our reporting units. Our annual impairment assessment date for indefinite-lived intangible assets other than goodwill is December 31.

As of March 31, 2024 June 30, 2024, we had three reporting units, for goodwill impairment testing, which are (i) Mass Markets, (ii) North American Business ("NA Business") and (iii) Asia Pacific region ("APAC") region. . Our reporting units are not discrete legal entities with discrete full financial statements. Our assets and liabilities are employed in and relate to the operations of multiple reporting units. For each reporting unit, When we assess goodwill for impairment, we compare its the estimated fair value of each reporting unit's equity to its the carrying value of equity that we assign to the reporting unit. If the estimated fair value of the reporting unit is greater than the carrying value, we conclude that no impairment exists. If the estimated fair value of the reporting unit is less than the carrying value, we record a non-cash impairment charge equal to the excess amount. Depending on the facts and circumstances, we typically estimate the fair value of our reporting units by considering either or both of (i) a discounted cash flow method, which is based on the present value of projected cash flows over a discrete projection period and a terminal value, which is based on the expected normalized cash flows of the reporting units following the discrete projection period, and (ii) a market approach, which includes the use of market multiples of publicly-traded companies whose services are comparable to ours.

Second Quarter 2023 Goodwill Impairment Analysis

During the second quarter of 2023, we determined circumstances existed indicating it was more likely than not that the carrying value of our reporting units exceeded their fair value. Given the continued erosion in our market capitalization at the time, we determined our quantitative impairment analysis would accurately estimate the fair value of our reporting units using only the market approach. Applying this approach, we utilized company comparisons and analyst reports within our industry which supported a range of fair values derived from annualized revenue and Earnings Before Interest, Tax, Depreciation and Amortization ("EBITDA") multiples between 1.5x and 4.3x and 4.6x and 10.5x, respectively. In determining the fair value of each reporting unit, we used revenue and EBITDA multiples below these comparable market multiples. The estimated fair values of the reporting units determined in connection with our impairment analysis in the second quarter of 2023 resulted in no control premium, which we determined to be reasonable based on our market capitalization relative to recent transactions. For the three months ended June 30, 2023, based on our assessments performed with respect to the reporting units as described above, we concluded the estimated fair value of certain of our reporting units was less than their carrying value of equity. As a result, we recorded a non-cash, non-tax-deductible goodwill impairment charge of $8.8 billion for the three months ended June 30, 2023.

The market approach that we used in the quarter ended June 30, 2023 incorporated estimates and assumptions related to the forecasted results for the remainder of the year, including revenues, expenses, and the achievement of certain strategic initiatives. In developing the market multiples applicable for each reporting unit, we considered observed trends of our industry peers. Our assessment included many factors that required significant judgment. Alternative interpretations of these factors could have resulted in different conclusions regarding the size of our impairments.

Total amortization expense for finite-lived intangible assets for the three months ended March 31, 2024 June 30, 2024 and 2023 totaled $272 million $277 million and $260 million $263 million, respectively, and for the six months ended June 30, 2024 and 2023 totaled $549 million and $523 million, respectively.

We estimate that future total amortization expense for finite-lived intangible assets for the years ending December 31, 2024 through 2028 will be as provided in the table below. follows:

	(Dollars in millions)	(Dollars in millions)
2024 (remaining nine months)		
2024 (remaining six months)		
2025		
2026		
2027		
2028		
2029 and thereafter		

(3) Revenue Recognition

Product and Service Categories

We categorize our products and services revenue among the following categories for the Business segment:

- *Grow*, which includes existing and emerging products and services that in which we anticipate will grow, are significantly investing, including our dark fiber, Edge Cloud services, IP, managed security, software-defined wide area networks ("SD WAN"), Unified Communications and Collaboration ("UC&C") and wavelengths services;

- *Nurture*, which includes our more mature offerings, including ethernet and VPN data networks services;

- *Harvest*, which includes our legacy services managed for cash flow, including Time Division Multiplexing ("TDM") voice, and private line and other legacy services; and

- *Other*, which includes equipment sales, managed and professional service solutions and other services.

We categorize our products and services revenue among the following categories for the Mass Markets segment:

- *Fiber Broadband*, under which we provide high speed broadband services to residential and small business customers utilizing our fiber-based network infrastructure;

- *Other Broadband*, under which we provide primarily lower speed broadband services to residential and small business customers utilizing our copper-based network infrastructure; and

- *Voice and Other,* under which we derive revenues from (i) providing local and long-distance voice services, professional services, and other ancillary services, and (ii) federal broadband and state support programs.

Reconciliation of Total Revenue to Revenue from Contracts with Customers

The following table provides tables provide total revenue by segment, sales channel and product category. It They also provides provide the amount of revenue that is not subject to ASC 606, "*Revenue from Contracts with Customers*" ("ASC 606"), but is instead governed by other accounting standards. The amounts in the table tables below include revenue for the EMEA business prior to its sales on November 1, 2023. See Note 2—Divestitures of the Latin American, ILEC and EMEA Businesses in our Annual Report on Form 10-K for the year ended December 31, 2023 for additional information on these divestitures.

		Three Months Ended March 31, 2024				Three Months Ended March 31, 2023							
		Three Months Ended June 30, 2024				Three Months Ended June 30, 2023							
	Total Revenue	Total Revenue	Adjustments for Non-ASC 606 revenue (1)	Total revenue from Contracts with Customers	Total Revenue	Adjustments for Non-ASC 606 revenue (1)	Total revenue from Contracts with Customers	Total Revenue	Adjustments for Non-ASC 606 revenue (1)	Total revenue from Contracts with Customers	Total Revenue	Adjustments for Non-ASC 606 revenue (1)	Total revenue from Contracts with Customers
	(Dollars in millions)												
Business Segment by Sales Channel and Product Category													
Large Enterprise													
Large Enterprise													
Large Enterprise													
Grow													
Grow													
Grow													
Nurture													
Harvest													
Other													
Total Large Enterprise Revenue													
Mid-Market Enterprise													
Grow													
Grow													
Grow													
Nurture													
Harvest													
Other													
Total Mid-Market Enterprise Revenue													
Public Sector													
Grow													
Grow													
Grow													
Nurture													
Harvest													
Other													
Total Public Sector Revenue													

Wholesale
Grow
Grow
Grow
Nurture
Harvest
Other
Total Wholesale Revenue
International and Other
Grow
Grow
Grow
Nurture
Harvest
Other
Total International and Other
Business Segment by Product Category
Grow
Grow
Grow
Nurture
Harvest
Other
Total Business Segment Revenue
Mass Markets Segment by Product Category
Fiber Broadband
Fiber Broadband
Fiber Broadband
Other Broadband
Voice and Other
Total Mass Markets Revenue
Total Revenue

	Six Months Ended June 30, 2024	Six Months Ended June 30, 2023

	Total Revenue	Adjustments for Non-ASC 606 revenue (1)	Total revenue from Contracts with Customers	Total Revenue	Adjustments for Non-ASC 606 revenue (1)	Total revenue from Contracts with Customers
	(Dollars in millions)					
Business Segment by Sales Channel and Product Category						
Large Enterprise						
Grow	$ 851	(110)	741	849	(97)	752
Nurture	526	—	526	593	—	593
Harvest	231	—	231	272	—	272
Other	87	(1)	86	96	(2)	94
Total Large Enterprise Revenue	1,695	(111)	1,584	1,810	(99)	1,711
Mid-Market Enterprise						
Grow	417	(13)	404	400	(15)	385
Nurture	366	—	366	429	—	429
Harvest	165	(2)	163	190	(2)	188
Other	16	(1)	15	18	(3)	15
Total Mid-Market Enterprise Revenue	964	(16)	948	1,037	(20)	1,017
Public Sector						
Grow	252	(41)	211	236	(38)	198
Nurture	175	—	175	200	—	200
Harvest	186	(2)	184	194	—	194
Other	255	—	255	217	—	217
Total Public Sector Revenue	868	(43)	825	847	(38)	809
Wholesale						
Grow	524	(138)	386	536	(133)	403
Nurture	379	(14)	365	421	(14)	407
Harvest	546	(75)	471	662	(87)	575
Other	4	—	4	7	—	7
Total Wholesale Revenue	1,453	(227)	1,226	1,626	(234)	1,392
International and Other						
Grow	78	(2)	76	257	(60)	197
Nurture	82	—	82	144	—	144
Harvest	20	—	20	79	—	79
Other	8	—	8	76	—	76
Total International and Other	188	(2)	186	556	(60)	496
Business Segment by Product Category						
Grow	2,122	(304)	1,818	2,278	(343)	1,935
Nurture	1,528	(14)	1,514	1,787	(14)	1,773
Harvest	1,148	(79)	1,069	1,397	(89)	1,308
Other	370	(2)	368	414	(5)	409
Total Business Segment Revenue	5,168	(399)	4,769	5,876	(451)	5,425
Mass Markets Segment by Product Category						
Fiber Broadband	351	(7)	344	310	(8)	302
Other Broadband	613	(55)	558	724	(65)	659

Voice and Other		426	(18)	408	489	(18)	471
Total Mass Markets Revenue		1,390	(80)	1,310	1,523	(91)	1,432
Total Revenue	$	6,558	(479)	6,079	7,399	(542)	6,857

(1) Includes regulatory revenue and lease revenue not within the scope of ASC 606.

Operating Lease Income Revenue

Lumen Technologies leases various dark fiber (including conduit), office facilities, colocation facilities, switching facilities, other network sites and service equipment to third parties under operating leases. Lease and sublease income revenue are included in operating revenue Operating Revenue in our consolidated statements of operations.

For the three months ended March 31, 2024 June 30, 2024 and 2023, our gross rental income revenue was $221 million $240 million and $269 million, $257 million, respectively, which represents represented approximately 7% of our operating revenue for both the three months ended March 31, 2024 June 30, 2024 and 2023. For the six months ended June 30, 2024 and 2023, our gross rental revenue was $461 million and $526 million, respectively, which represented approximately 7% of our operating revenue for both the six months ended June 30, 2024 and 2023.

Customer Receivables and Contract Balances

The following table provides balances of customer receivables, contract assets and contract liabilities, net of amounts classified as held for sale, as of March 31, 2024 June 30, 2024 and December 31, 2023:

	March 31, 2024	**December 31, 2023**
	June 30, 2024	**December 31, 2023**
	(Dollars in millions)	**(Dollars in millions)**
Customer receivables(1)		
Contract assets		
Contract liabilities		

(1) Reflects gross customer receivables of $1.3 billion, net of allowance for credit losses of $55 million and $60 million, at March 31, 2024 June 30, 2024 and December 31, 2023. , respectively.

Contract liabilities are consideration we have received from our customers or billed in advance of providing goods or services promised in the future. We defer recognizing this consideration as revenue until we have satisfied the related performance obligation to the customer. Contract liabilities include recurring services billed one month in advance and installation and maintenance charges that are deferred and recognized over the actual or expected contract term, which typically ranges from one to five years depending on the service. Contract liabilities are included within deferred Deferred revenue on our consolidated balance sheets. During the three and six months ended March 31, 2024 June 30, 2024, we recognized $300 million $43 million and $343 million, respectively, of revenue that was included in contract liabilities of $698 million as of January 1, 2024. During the three and six months ended March 31, 2023 June 30, 2023, we recognized $305 million $42 million and $347 million, respectively, of revenue that was included in contract liabilities of $715 million as of January 1, 2023, including contract liabilities that were classified as held for sale.

Performance Obligations

As of March 31, 2024 June 30, 2024, we expect to recognize approximately $6.9 billion $6.8 billion of revenue in the future related to performance obligations associated with existing customer contracts that are partially or wholly unsatisfied. As of March 31, 2024 June 30, 2024, the transaction price related to unsatisfied performance obligations that are expected to be recognized for the remainder of 2024, 2025 and thereafter was $2.3 billion $1.7 billion, $2.0 billion $2.3 billion and $2.6 $2.8 billion, respectively.

These amounts exclude (i) the value of unsatisfied performance obligations for contracts for which we recognize revenue at the amount to which we have the right to invoice for services performed (for example, uncommitted usage or non-recurring charges associated with professional or technical services to be completed) and (ii) contracts that are classified as leasing arrangements or government assistance that are not subject to ASC 606.

Contract Costs

The following table provides tables provide changes in our contract acquisition costs and fulfillment costs:

	Three Months Ended March 31, 2024			Three Months Ended March 31, 2023					
	Three Months Ended June 30, 2024			Three Months Ended June 30, 2023					
	Acquisition Costs	Acquisition Costs	Fulfillment Costs	Acquisition Costs	Fulfillment Costs	Acquisition Costs	Fulfillment Costs	Acquisition Costs	Fulfillment Costs
				(Dollars in millions)					
Beginning of period balance(1)									
Costs incurred									
Amortization									
Change in contract costs held for sale									
End of period balance(2) (3)									

	Six Months Ended June 30, 2024			Six Months Ended June 30, 2023	
	Acquisition Costs		Fulfillment Costs	Acquisition Costs	Fulfillment Costs
	(Dollars in millions)			(Dollars in millions)	
Beginning of period balance(2)	$	182	184	202	192
Costs incurred		68	85	65	79
Amortization		(65)	(65)	(80)	(71)
Change in contract costs held for sale		—	—	(4)	(14)
End of period balance(3)	$	185	204	183	186

(1) Beginning of period balance for the three months ended March 31, 2023 June 30, 2023 excludes $11 million of acquisition costs and $15 million fulfillment costs classified as held for sale related to the EMEA business.

(2) Beginning of period balance for the six months ended June 30, 2023 excludes $6 million of acquisition costs and no fulfillment costs classified as held for sale related to the EMEA business.

(2) (3) End of period balance for the three and six months ended March 31, 2023 June 30, 2023 excludes $11 $10 million of acquisition costs and $15 $14 million of fulfillment costs classified as held for sale related to the EMEA business.

Acquisition costs include commission fees paid to employees as a result of obtaining contracts. Fulfillment costs include third party and internal costs associated with the provision, installation and activation of services to customers, including labor and materials consumed for these activities.

We amortize deferred acquisition and fulfillment costs based on the transfer of services on a straight-line basis over the average contract life of approximately 50 months for mass markets customers and 35 months for business customers. We include amortized fulfillment costs in cost of services and products and amortized acquisition costs in selling, Selling, general and administrative expenses in our consolidated statements of operations. We include the amount of these deferred costs that are anticipated to be amortized in the next twelve months in other current assets Other under Current Assets on our consolidated balance sheets. We include the amount of deferred costs expected to be amortized beyond the next twelve months in other non-current assets Other under Deferred Credits and Other Liabilities on our consolidated balance sheets. We assess deferred acquisition and fulfillment costs for impairment on a quarterly basis.

(4) Credit Losses on Financial Instruments

To assess our expected credit losses on financial instruments, we aggregate financial assets with similar risk characteristics to monitor their credit quality or deterioration over the life of such assets. We periodically monitor certain risk characteristics within our aggregated financial assets and revise their composition accordingly, to the extent internal and external risk factors change. We separately evaluate financial assets that do not share risk characteristics with other financial assets. Our financial assets measured at amortized cost primarily consist of accounts receivable.

We use a loss rate method to estimate our allowance for credit losses. Our determination of the current expected credit loss rate begins with our review of historical loss experience as a percentage of accounts receivable. We measure our historical loss period based on the average days to recognize accounts receivable as credit losses. When asset specific characteristics and current conditions change from those in the historical period, due to changes in our credit and collections strategy, certain classes of aged balances, or credit loss and recovery policies, we perform a qualitative and quantitative assessment to adjust our historical loss rate. We use regression analysis to develop an expected loss rate using historical experience and economic data over a forecast period. We measure our forecast period based on the average days to collect payment on billed accounts receivable. To determine our current allowance for credit losses, we combine the historical and expected credit loss rates and apply them to our period end accounts receivable.

If there is an unexpected deterioration of a customer's financial condition or an unexpected change in economic conditions, including macroeconomic events, we assess the need to adjust the allowance for credit losses. Any such resulting adjustments would affect earnings in the period that adjustments are made.

The assessment of the correlation between historical observed default rates, current conditions and forecasted economic conditions requires judgment. Alternative interpretations of these factors could have resulted in different conclusions regarding our allowance for credit losses. The amount of credit loss is sensitive to changes in circumstances and forecasted economic conditions. Our historical credit loss experience, current conditions and forecast of economic conditions may also not be representative of the customers' actual default experience in the future, and we may use methodologies that differ from those used by other companies.

The following table presents the activity of our allowance for credit losses by accounts receivable portfolio for the three six months ended March 31, 2024 June 30, 2024:

	Business	Business	Mass Markets	Total	Business	Mass Markets	Total
		(Dollars in millions)					
As of December 31, 2023							
Provision for expected losses							
Write-offs charged against the allowance							
Recoveries collected							
Ending balance at March 31, 2024							
Ending balance at June 30, 2024							
Ending balance at March 31, 2024							
Ending balance at June 30, 2024							
Ending balance at March 31, 2024							
Ending balance at June 30, 2024							

(5) Long-Term Debt and Credit Facilities

On March 22, 2024 (the "Effective Date") At June 30, 2024, Lumen Technologies, Inc ("Lumen"), Level 3 Financing, Inc. ("Level 3"), Qwest Corporation ("Qwest") and a group of creditors holding a majority most of our outstanding consolidated debt (the "Consenting Debtholders" and, collectively with Lumen, Level 3 and Qwest, the "TSA Parties") completed transactions contemplated under the amended and restated transaction support agreement

("TSA") that the TSA Parties entered into on January 22, 2024 (the "TSA Transactions"), including, among others, had been incurred by us or one of the following transactions:

- Lumen and three subsidiaries, each of which has borrowed funds either on a standalone basis or as part of a separate restricted group with certain of the Consenting Debtholders entered into two new superpriority credit agreements that established new revolving credit and term loan facilities (the "New Parent Facilities"), in return for the termination, repayment or exchange of substantially all of the commitments and debt due under Lumen's amended and restated credit agreement dated January 31, 2020 (the "Former Parent Facilities");

- Lumen and certain of the Consenting Debtholders agreed to exchange a substantial portion of Lumen's senior secured notes (the "Former Parent Secured Notes") for newly-issued Lumen superpriority secured notes and cash;its subsidiaries:

- Level 3 Financing, Inc. ("Level 3 Financing"), including its parent guarantor Level 3 Parent, LLC and certain of the Consenting Debtholders entered into a new credit agreement that established new term loan facilities (the "New Level 3 Facilities") in exchange for substantially all of the term loan debt due under Level 3's amended and restated credit agreement, dated as of November 29, 2019 (the "Former Level 3 Facility"); subsidiary guarantors;

- Level 3 and certain of the Consenting Debtholders agreed to exchange a substantial portion of (i) certain Level 3 senior secured notes (the "Former Level 3 Secured Notes" Qwest Corporation ("Qwest") for newly-issued Level 3 first lien notes and (ii) each series of Level 3 senior unsecured notes for newly-issued Level 3 second lien notes; ; and

- Level 3 privately placed $1.575 billion in aggregate principal amount of newly-issued first lien notes maturing 2029, $1.325 billion of which was cash proceeds, $200 million of which was issued in exchange for Lumen 4.00% senior secured notes and $50 million of which was comprised of non-cash lender fees. Qwest Capital Funding, Inc., including its parent guarantor, Qwest Communications International Inc.

Each of these borrowers or borrowing groups has entered into one or more credit agreements with certain financial institutions or other institutional lenders, or issued senior notes. Certain of these debt instruments are described further in (i) Note 5below, (ii) Note 7 to the consolidated financial statements included in Item 8 of Part II of our Annual Report on Form 10-K for the year ended December 31, 2023 or (iii) Note 5 to the consolidated financial statements included in Item 1 of Part I of our Quarterly Report on Form 10-Q for the three months ended March 31, 2024.

The following table reflects tables reflect the consolidated long-term debt of Lumen Technologies Inc. and its subsidiaries as of the dates indicated below, including unamortized discounts and premiums and unamortized debt issuance costs:

	Interest Rates(1)	Maturities(1)	June 30, 2024	December 31, 2023
			(Dollars in millions)	
Secured Senior Debt: (2)				
Lumen Technologies, Inc.				
Series A Revolving Credit Facility	SOFR + 4.00%	2028	$ —	—
Series B Revolving Credit Facility	SOFR + 6.00%	2028	—	—
Term Loan A(3)	SOFR + 6.00%	2028	368	—
Term Loan B-1(4)	SOFR + 2.35%	2029	1,621	—
Term Loan B-2(4)	SOFR + 2.35%	2030	1,621	—
Term Loan B(5)	SOFR + 2.25%	2027	57	3,891
Other Facilities(6)	SOFR + 2.00%	2025	—	1,399
Superpriority Notes	4.125%	2029 - 2030	812	—
Former Parent Secured Notes	4.000%	2027	—	1,250
Subsidiaries				
Level 3 Financing, Inc.				

Term Loan B-1(7)	SOFR + 6.56%	2029	1,199	—
Term Loan B-2(7)	SOFR + 6.56%	2030	1,199	—
Former Level 3 Facility(8)	SOFR + 1.75%	2027	12	2,411
First Lien Notes(9)	10.500% - 11.000%	2029 - 2030	3,846	925
Second Lien Notes	3.875% - 4.875%	2029 - 2031	2,229	—
Former Level 3 Senior Notes	3.400% - 3.875%	2027 - 2029	—	1,500
Unsecured Senior Notes and Other Debt:				
Lumen Technologies, Inc.				
Senior notes(10)	4.000% - 7.650%	2025 - 2042	2,037	2,143
Subsidiaries:				
Level 3 Financing, Inc.				
Senior notes(11)	3.400% - 4.625%	2027 - 2029	1,865	3,940
Qwest Corporation				
Senior notes	6.500% - 7.750%	2025 - 2057	1,986	1,986
Term loan(12)	SOFR + 2.50%	2027	—	215
Qwest Capital Funding, Inc.				
Senior notes	6.875% - 7.750%	2028 - 2031	192	192
Finance lease and other obligations	Various	Various	270	285
Unamortized discounts, net			(476)	(4)
Unamortized debt issuance costs			(235)	(145)
Total long-term debt			18,603	19,988
Less current maturities			(192)	(157)
Long-term debt, excluding current maturities			$ 18,411	19,831

	Interest Rates(1)	Maturities(1)	March 31, 2024	December 31, 2023
			(Dollars in millions)	
Secured Senior Debt: (2)				
Lumen Technologies, Inc.				
New Parent Facilities:				
Series A Revolving Credit Facility(3)	SOFR + 4.00%	2028	$ —	—
Series B Revolving Credit Facility(4)	SOFR + 6.00%	2028	—	—
Term Loan A(5)	SOFR + 6.00%	2028	372	—
Term Loan B-1(6)	SOFR + 2.35%	2029	1,625	—
Term Loan B-2(6)	SOFR + 2.35%	2030	1,625	—
Former Parent Facilities:				
Term Loan B(7)	SOFR + 2.25%	2027	57	3,891
Other Facilities(8)	SOFR + 2.00%	2025	—	1,399
Superpriority Notes	4.125%	2029 - 2030	812	—
Former Parent Secured Notes	4.000%	2027	—	1,250
Subsidiaries				
Level 3 Financing, Inc.				
New Level 3 Facilities:				

Term Loan B-1(9)	SOFR + 6.56%	2029	1,199	—
Term Loan B-2(9)	SOFR + 6.56%	2030	1,199	—
Former Level 3 Facility(10)	SOFR + 1.75%	2027	12	2,411
First Lien Notes(11)	10.500% to 11.000%	2029 - 2030	3,846	925
Second Lien Notes	3.875% to 4.875%	2029 - 2031	2,229	—
Former Level 3 Senior Notes	3.400% to 3.875%	2027 - 2029	—	1,500
Unsecured Senior Notes and Other Debt:				
Lumen Technologies, Inc.				
Senior notes(12)	4.000% - 7.650%	2025 - 2042	2,113	2,143
Subsidiaries:				
Level 3 Financing, Inc.				
Senior notes(13)	3.400% - 4.625%	2027 - 2029	1,865	3,940
Qwest Corporation				
Senior notes	6.500% - 7.750%	2025 - 2057	1,986	1,986
Term loan(14)	SOFR + 2.50%	2027	—	215
Qwest Capital Funding, Inc.				
Senior notes	6.875% - 7.750%	2028 - 2031	192	192
Finance lease and other obligations	Various	Various	279	285
Unamortized discounts, net			(492)	(4)
Unamortized debt issuance costs			(242)	(145)
Total long-term debt			18,677	19,988
Less current maturities			(86)	(157)
Long-term debt, excluding current maturities			$ 18,591	19,831

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(1) As of March 31, June 30, 2024. All references to "SOFR" refer to the Secured Overnight Financing Rate.

(2) As discussed further below in this Note, the debt listed under the caption “Senior Secured Debt” is either guaranteed by affiliates of the issuer, secured, or both. As discussed further in footnotes 12 and 13, we reclassified in the table above certain notes that were guaranteed, secured, or both prior to the Effective Date (as defined below) from “secured” to “unsecured” in light of amendments that released most of such prior guarantees and all of such security interests.

(3) Series A Revolving Credit Facility had an interest rate of 8.050%, as of March 31, 2024.

(4) Series B Revolving Credit Facility had an interest rate of 10.050% as of March 31, 2024.

(5) Term Loan A had an interest rate of 11.329% 11.344% as of March 31, 2024 June 30, 2024.

(6) (4) Term Loan B-1 and B-2 each had an interest rate of 7.739% 7.808% as of March 31, 2024 June 30, 2024.

(7) (5) Term Loan B had an interest rate of 7.695% 7.708% and 7.720% as of March 31, 2024 June 30, 2024 and December 31, 2023, respectively.

(8) (6) Reflects revolving credit facility and term loan A and A-1 debt issued under the Former Parent Facilities, which had interest rates of 7.464% and 7.470%, respectively, as of December 31, 2023.

(9) (7) The Level 3 Term Loan B-1 and B-2 each had an interest rate of 11.889% 11.904% as of March 31, 2024 June 30, 2024.

(10) (8) Reflects Level 3 Tranche B 2027 Term Loan issued under the Former Level 3 Facility, which had an interest rate of 7.195% 7.208% and 7.220% as of March 31, 2024 June 30, 2024 and December 31, 2023, respectively.

(11) (9) Includes Level 3's 10.500% Senior Secured Notes due 2030 issued in early 2023, the terms of which have been amended to be consistent with Level 3's first lien notes issued on March 22, 2024.

(12) (10) The total amount of these notes at March 31, 2024 June 30, 2024 includes the remaining aggregate principal amount due under the Former Parent Secured Notes, the terms of which were amended on March 22, 2024 to release all of the guarantees of such debt that could be released in accordance with their indentures and certain all of the security interests relating

thereto.

(13) (11) The total amount for these notes at March 31, 2024 June 30, 2024 includes the remaining aggregate principal amount due under the Former Level 3 Secured Notes, the terms of which were amended on March 22, 2024 to release all of the guarantees of such debt that could be released in accordance with their indentures and certain all of the security interests relating thereto.

(14) (12) The Qwest Corporation Term Loan had an interest rate of 7.970% as of December 31, 2023.

Long-Term Debt Maturities

Set forth below is the aggregate principal amount of our long-term debt as of March 31, 2024 June 30, 2024 (excluding unamortized discounts, net, and unamortized debt issuance costs), maturing during the following years.

	(Dollars in millions)	(Dollars in millions)
2024 (remaining nine months)		
2024 (remaining six months)		
2025		
2026		
2027		
2028		
2029 and thereafter		
Total long-term debt		

Impact of Recent Debt Transactions

Consummation On March 22, 2024 (the "Effective Date"), Lumen Technologies, Level 3 Financing, Qwest and a group of the above-described TSA Transactions substantially changed the structure and terms creditors holding a majority of our consolidated long-term debt. The principal changes included:

- reducing debt completed transactions contemplated under the aggregate principal amount amended and restated transaction support agreement ("TSA") that such parties entered into on January 22, 2024 (the "TSA Transactions"), including the termination, repayment or exchange of our total previous commitments and debt maturities due on or before December 31, 2027 by approximately $10.2 billion (excluding finance leases and other obligations);

- increasing the average weighted interest rate payable under our consolidated long-term debt from 6.23% to 7.73%;

- increasing the portion of our consolidated long-term debt that is guaranteed, secured or both;

- modifying the covenants applicable to our consolidated long-term debt;

- raising $1.325 billion of new capital through the issuance of Level 3 first lien new term loan facilities, notes, maturing 2029;

- obtaining approximately $1.0 billion of new Lumen and revolving credit facilities maturing 2028 to replace Lumen's former $2.2 billion revolving credit facility. Under these new revolving credit facilities, Lumen had no borrowings as of March 31, 2024 and had approximately $241 million of letters of credit issued and undrawn, leaving approximately $715 million capacity as of such date; and

- repaying certain indebtedness of Lumen and Qwest.

Repayments and Issuances facilities.

The following table sets forth the aggregate principal amount of each of Lumen's consolidated debt arrangements that were partially or fully paid in exchange for cash or newly-issued debt during the first quarter of 2024 in connection with the TSA Transaction:

	Aggregate Principal Amount (in millions)	
Debt	**Repayment**	**Exchange**
Lumen Technologies, Inc.		
Term Loan A	$ 933	—
Term Loan A-1	266	—
Term Loan B	575	3,259
5.125% Senior Notes due 2026	116	147
4.000% Senior Notes due 2027	153	865
Level 3 Financing, Inc.		
Term Loan B	—	2,398
3.400% Senior Notes due 2027	—	668
3.875% Senior Notes due 2029	—	678
4.625% Senior Notes due 2027	—	606
4.250% Senior Notes due 2028	—	712
3.625% Senior Notes due 2029	—	458
3.750% Senior Notes due 2029	—	453
Qwest Corporation		
Senior Term B Loan	215	—
Total	$ 2,258	10,244

The following table sets forth the aggregate principal amount balance as of June 30, 2024of the debt issued by Lumen or Level 3 Financing during the first quarter of 2024 in connection with the TSA Transactions:

New Debt Issuances(1)		Aggregate Principal Amount as of March 31, 2024 June 30, 2024 (in millions)
Lumen Technologies, Inc.		
Term Loan A(2)		$ 372 368
Term Loan B-1(2)		1,625 1,621
Term Loan B-2(2)		1,625 1,621
4.125% Superpriority Notes due 2029-2030		812
Level 3 Financing, Inc.		
Term Loan B-1		1,199
Term Loan B-2		1,199
10.500% First Lien Notes due 2029		668
10.750% First Lien Notes due 2029		678
11.000% First Lien Notes due 2029		1,375
11.000% First Lien Notes due 2029	Exchange	200 1,575
4.875% Second Lien Notes due 2029		606
4.500% Second Lien Notes due 2030		712
3.875% Second Lien Notes due 2030		458
4.000% Second Lien Notes due 2031		453
Total		$11,982 11,970

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(1) Except for the Lumen's Term Loan A and as otherwise noted herein with respect to $1.375 billion of Level 3's 3 Financing's 11.000% first First Lien Notes due 2029, all of the new debt listed in this table was issued in the first quarter of 2024 in exchange for previously-issued debt of Lumen or Level 3. 3 Financing.

(2) Reflected Reflects approximately $13 $26 million of term loan installment payments made between March 22, 2024 the Effective Date and March 31, 2024 June 30, 2024.

In evaluating the terms of the TSA transaction, we determined for certain of our creditors that the new debt instruments were substantially different than pre-existing debt and therefore constituted an extinguishment of old debt and establishment of new debt for which we recorded a $275 million gain on extinguishment in the first quarter of 2024. This new debt was recorded at fair value generating a reduction to debt of $492 million which was included in our aggregate net Net gain on extinguishment early retirement of $275 million debt of $278 million, recognized in other Other income (expense), net in our consolidated statement of operations for the three six months ended March 31, 2024 June 30, 2024. The remaining creditors' newly-issued debt was not substantially different under the terms of the TSA transaction and was treated under modification accounting rules. In conjunction with the TSA transaction, we paid $209 million in lender fees and $174 million in additional third-party costs. Of these amounts, $157 million of lender fees were an offset to the gain on extinguishment and $112 million in third-party costs were recorded to selling, Selling, general and administrative expense in our consolidated statement of operations for the three six months ended March 31, 2024 June 30, 2024. In accordance with US GAAP provisions for modification and extinguishment accounting, $52 million in lender fees and $62 million in third-party costs, respectively, were capitalized and will be amortized over the new terms of the arrangements. newly-issued indebtedness.

During the second quarter of 2024, we repurchased a total of approximately $75 million aggregate principal of Lumen 5.625% senior notes due 2025 and Lumen 7.200% senior notes due 2025. These repurchases resulted in an aggregate net gain of $3 million, which is included in our aggregate Net gain on early retirement of debt in Other income (expense), net in our consolidated statement of operations for the six months ended June 30, 2024.

For information on various issuances, exchanges or payments of long-term indebtedness by Lumen or its subsidiaries during 2023, see Note 7—Long-Term Debt and Credit Facilities in Item 8 of Part II of our Annual Report on Form 10-K for the year ended December 31, 2023.

Debt of Lumen Technologies, Inc. and its Subsidiaries

At March 31, 2024, most of our outstanding consolidated debt had been incurred by Lumen or one of the following three other subsidiaries each of which has borrowed funds either on a standalone basis or as part of a separate restricted group with certain of its subsidiaries:

- Level 3 Financing, Inc. ("Level 3"), including its parent guarantor Level 3 Parent, LLC ("Level 3 Parent") and certain subsidiary guarantors;

- Qwest Corporation; and

- Qwest Capital Funding, Inc., including its parent guarantor, Qwest Communications International Inc.

Each of these borrowers or borrowing groups has entered into one or more credit agreements with certain financial institutions or other institutional lenders, or issued senior notes. Certain of these debt instruments are described further below or in Note 7 to the financial statements included in Item 8 of Part II of our Annual Report on Form 10-K for the year ended December 31, 2023.

Lumen Credit Agreements

Superpriority Revolving/Term A Credit Agreement

On the Effective Date, Lumen, as borrower, the lenders party thereto and Bank of America, as administrative agent and collateral agent, entered into the Superpriority Revolving/Term A Credit Agreement (the “RCF/TLA Credit Agreement”) providing for:

- a superpriority “first out” series A revolving credit facility with commitments of approximately $489 million (the “SP RCF-A”);

- a superpriority “second out” series B revolving credit facility with commitments of approximately $467 million (the “SP RCF-B”, and together with the SP RCF-A, the “SP RCF”); and

- a superpriority secured term loan facility As further described in the amount of approximately $377 million (the “SP TLA”).

Interest on borrowings under the RCF/TLA Credit Agreement is payable at the end of each interest period at a rate equal to, at Lumen’s option

- for the SP RCF-A, term SOFR (subject to a 2.00% floor) plus 4.00% for term SOFR loans or a base rate plus 3.00% for base rate loans;

- for the SP RCF-B, term SOFR (subject to a 2.00% floor) plus 6.00% for term SOFR loans or a base rate plus 5.00% for base rate loans; and

- for the SP TLA, term SOFR (subject to a 2.00% floor) plus a 6.00% for term SOFR loans or a base rate plus 5.00% for base rate loans.

our prior periodic reports, Lumen may prepay amounts outstanding under the SP RCF-B or SP TLA its new Superpriority Term Loan A Facility and new Superpriority Term Loan B Facilities at anytime any time without premium or penalty. If no amounts are outstanding under the SP RCF-B, its Superpriority Series B Revolving Credit Facility, Lumen may prepay amounts outstanding under the SP RCF-A Series A Revolving Credit Facility without premium or penalty.

The SP RCF-A new Superpriority Term Loan A Facility and SP RCF-B mature on June 1, 2028 (in each case subject to a springing maturity in certain circumstances). The SP TLA matures on June 1, 2028 and requires new Superpriority Term Loan B Facilities require Lumen to make quarterly amortization payments of 1.25% and 0.25%, respectively, of the initial principal amount and certain specified mandatory prepayments upon the occurrence of certain transactions.

The RCF/TLA Credit Agreement contains certain customary events of default (subject, in certain cases, to customary grace and cure periods). If an event of default occurs, the lenders may, among other actions, accelerate the outstanding loans.

In connection with entry into the RCF/TLA Credit Agreement, the (i) revolving commitments At June 30, 2024, no borrowings were outstanding under the Former Parent Facilities were permanently reduced to zero and terminated, (ii) all term A/A-1 loans outstanding under the Former Parent Facilities were prepaid in full and (iii) the outstanding balance Lumen's Series A Revolving Credit Facility with commitments of the term approximately $489 million or Series B loans under the Former Parent Facilities was reduced to Revolving Credit Facility with commitments of approximately $57 $467 million.

Superpriority Term B Level 3 Financing Credit Agreement

On the Effective Date, Lumen, as borrower, the lenders party thereto, Wilmington Trust, National Association ("WTNA"), as administrative agent, and Bank of America, as collateral agent, entered into a Superpriority Term B Credit Agreement (the "TLB Credit Agreement" and, together with the RCF/TLA Credit Agreement, the "SP Credit Agreements"), providing for:

- a superpriority secured term loan facility As further described in a principal amount of approximately $1.6 billion maturing April 15, 2029 (the "SP TLB-1"); and

- a superpriority secured term loan facility in a principal amount of approximately $1.6 billion maturing April 15, 2030 (the "SP TLB-2", and together with the SP TLB-1, the "SP TLB").

Interest on borrowings under the TLB Credit Agreement is payable at the end of each interest period at a rate equal to, at Lumen's option, adjusted term SOFR (subject to a 0% floor) plus 2.35% for term SOFR loans or a base rate plus 1.35% for base rate loans.

The SP TLB requires Lumen to make quarterly amortization payments of 0.25% of the initial principal amount and certain specified mandatory prepayments upon the occurrence of certain transactions. Amounts our prior periodic reports, amounts outstanding under the SP TLB may be prepaid at any time without premium or penalty.

The TLB Credit Agreement contains certain customary events of default (subject in certain cases to customary grace and cure periods). If an event of default occurs, the lenders may, among other actions, accelerate the outstanding loans.

Level 3 Credit Agreement

On the Effective Date, Level 3, as borrower, Level 3 Parent, the lenders party thereto and WTNA, as administrative agent and collateral agent, entered into a credit agreement (the "New Level 3 Credit Agreement"), providing for:

- a secured term B-1 loan facility in the principal amount of approximately $1.2 billion maturing April 15, 2029 (the "TLB-1"); and

- a secured term B-2 loan facility in the principal amount of approximately $1.2 billion maturing April 15, 2030 (the "TLB-2" and, together with the TLB-1, the "New Level 3 Facilities").

Interest on borrowings under the New Level 3 Credit Agreement is payable at the end of each interest period at a rate equal to, at Level 3's option, term SOFR (subject to a 2.00% floor) plus 6.56% for term SOFR loans or a base rate plus 5.56% for base rate loans.

Amounts outstanding under the New Level 3 Financing's new Credit Agreement may be prepaid at any time, subject to a premium of (i) 2.00% of the aggregate principal amount if prepaid on or prior to the 12-month anniversary of the Effective Date and (ii) 1.00% of the aggregate principal amount if prepaid after the 12-month anniversary of the Effective Date and on or prior to the 24-month anniversary of the Effective Date. The New new Level 3 Facilities facilities established under the new Credit Agreement require Level 3 Financing to make certain specified mandatory prepayments upon the occurrence of certain transactions.

The New Level 3 Credit Agreement contains certain customary events of default (subject, in certain cases, to customary grace and cure periods). If an event of default occurs, the lenders may, among other actions, accelerate the outstanding loans.

In connection with entry into the New Level 3 Credit Agreement, the outstanding balance of the term B loans under the Former Level 3 Facility was reduced to approximately $12 million.

Senior Notes

The Company's consolidated indebtedness at March 31, 2024 June 30, 2024 included:

- superpriority senior secured notes issued by Lumen;
- first and second lien secured notes issued by Level 3; 3 Financing; and
- senior unsecured notes issued by Lumen, Level 3 Financing, Qwest Corporation, and Qwest Capital Funding, Inc.

All of these notes carry fixed interest rates and all principal is due on the notes' respective maturity dates, which rates and maturity dates are summarized in the table above.

The Level 3 Financing secured notes outstanding at June 30, 2024 include $1.575 billion in aggregate principal of privately placed first lien notes maturing 2029 issued in the first quarter of 2024. Of this amount, $1.325 billion was issued in exchange for cash proceeds, $200 million was issued in exchange for Lumen 4.000% senior secured notes and $50 million was issued as payment of non-cash lender fees.

Except for a limited number of senior notes issued by Qwest Corporation, the issuer generally can redeem the notes, at its option, in whole or in part, (i) pursuant to a fixed schedule of pre-established redemption prices, (ii) pursuant to a "make whole" redemption price or (iii) under certain other specified limited conditions.

Letters of Credit

At June 30, 2024, we had $221 million undrawn letters of credit outstanding, $217 million of which were issued under Lumen's revolving credit facilities, $2 million of which were issued under our $225 million uncommitted letter of credit facility and $2 million of which were issued under a separate facility maintained by one of our subsidiaries (the full amount of which is collateralized by cash that is reflected on our consolidated balance sheets as restricted cash within Other, net under Goodwill and Other Assets).

Certain Guarantees and Security Interests

Lumen's obligations under the RCF/TLA its Superpriority Revolving/Term Loan A Credit Agreement are unsecured, but certain of Lumen's subsidiaries have provided or, in certain cases after receiving necessary regulatory approvals, will provide an unconditional guarantee of payment of Lumen's obligations (such entities, the "Lumen Guarantors") and certain of such guarantees will be secured by a lien on substantially all of the assets of the applicable Lumen Guarantors. Level 3, Parent, Level 3 Financing and certain of Level 3's 3 Financing's subsidiaries have provided or, in certain cases after receiving necessary regulatory approvals, will provide an unconditional guarantee of payment of Lumen's obligations under the SP RCF- its Series A Revolving Credit Facility of up to $150 million and under the SP RCF-B its Series B Revolving Credit Facility of up to $150 million, in each case secured by a lien on substantially all of their assets (such entities, the "Level 3 Collateral Guarantors"). The guarantee by the Level 3 Collateral Guarantors may be reduced or terminated under certain circumstances. Qwest Corporation and certain of its subsidiaries have provided an unsecured guarantee of collection of Lumen's obligations under the SP RCF its revolving credit facilities and SP TLA Superpriority Term Loan A Facility (the "Qwest Guarantors").

Lumen's obligations under the TLB Superpriority Term Loan B Credit Agreement are unsecured. The SP TLB is term loans issued under this agreement are guaranteed by the Lumen Guarantors and the Qwest Guarantors on the same basis as those entities guarantee Lumen's obligations under the RCF/TLA its Superpriority Revolving/Term Loan A Credit Agreement.

Level 3's 3 Financing's obligations under the New Level 3 its new Credit Agreement are secured by a first lien on substantially all of its assets (subject, in certain cases, to receipt of necessary regulatory approvals). In addition, the other Level 3 Collateral Guarantors have or, in certain cases after receiving necessary regulatory approvals, will provide an unconditional guarantee of payment of Level 3's 3 Financing's obligations under the New Level 3 its new Credit Agreement secured by a lien on substantially all of their assets.

Lumen's superpriority secured senior notes are guaranteed by the Lumen Guarantors and the Qwest Guarantors on the same basis as those entities guarantee Lumen's obligations under the RCF/TLA its Superpriority Revolving/Term Loan A Credit Agreement. Level 3's 3 Financing's obligations under its first lien notes are secured by a first lien on substantially all of its assets (subject, in certain cases, to receipt of necessary regulatory approvals), and are guaranteed by the other Level 3 Collateral Guarantors (or, for certain such guarantors, will be guaranteed upon the receipt of required regulatory approvals) on the same basis as the guarantees provided by such entities under the New its new Credit Agreement. Level 3 Facilities. Level 3's Financing's obligations under its second lien notes are secured by a second lien on substantially all of its assets (subject, in certain cases, to receipt of necessary regulatory approvals), and are guaranteed by the other Level 3 Collateral Guarantors (or, for certain such guarantors, will be guaranteed upon the receipt of required regulatory approvals) on the same basis as the guarantees provided by such entities under the New Level 3 Facilities, its new Credit Agreement, except the lien securing such guarantees is a second lien.

Level 3 Financing's obligation under one of its series of unsecured notes are guaranteed by Level 3 and one of Level 3 Financing's subsidiaries. The senior unsecured notes issued by Qwest Capital Funding, Inc. are guaranteed by its parent, Qwest Communications International Inc.

Covenants

Lumen

Under the RCF/TLA its Superpriority Revolving/Term Loan A Credit Agreement, and commencing with the fiscal quarter ended June 30, 2024, Lumen may not permit:

(i) its maximum total net leverage ratio to exceed 5.75 to 1.00 as of the last day of each fiscal quarter, stepping down to 5.50 to 1.00 with respect to each fiscal quarter ending after December 31, 2024 and further stepping down to 5.25 to 1.00 with respect to each fiscal quarter ending after December 31, 2025; or

(ii) its interest coverage ratio as of the last day of any test period to be less than 2.00 to 1.00.

Lumen's SP Credit Agreements superpriority credit agreements and superpriority senior secured notes contain various representations and warranties and extensive affirmative and negative covenants. Such covenants include, among other things and subject to certain significant exceptions, restrictions on our ability to declare or pay dividends, repurchase stock, repay certain other indebtedness, create liens, incur additional indebtedness, make investments, engage in transactions with our affiliates, dispose of assets and merge or consolidate with any other person. persons.

Lumen's senior unsecured notes were issued under four separate indentures. These indentures restrict Lumen's ability to (i) incur, issue or create liens upon its property and (ii) consolidate with or merge into, or transfer or lease all or substantially all of its assets to any other party.

Under certain circumstances in connection with a "change of control" of Lumen, it Lumen will be required to make an offer to repurchase each series of these senior notes (other than two of its older series of notes) at a price of 101% of the principal amount redeemed, plus accrued and unpaid interest.

Level 3

The New Level 3 Financing's new Credit Agreement and Level 3's first and second lien secured notes contain various representations and extensive affirmative and negative covenants. Such covenants include, among other things and subject to certain significant exceptions, restrictions on their ability to declare or pay dividends, repay certain other indebtedness, create liens, incur additional indebtedness, make investments, dispose of assets and merge or consolidate with any other person. persons. Also, under certain circumstances in connection with a "change of control" of Level 3 Parent or Level 3 Financing, Level 3 Financing will be required to make an offer to repurchase each series of its outstanding senior notes at a price of 101% of the principal amount redeemed, plus accrued and unpaid interest.

Qwest Companies

The senior notes of Qwest Corporation were issued under indentures dated April 15, 1990 and October 15, 1999. These indentures contain restrictions on the incurrence of liens and the consummation of certain transactions substantially similar to the above-described covenants in the indentures governing Lumen's senior unsecured notes (but contain no mandatory repurchase provisions). The senior notes of Qwest Capital Funding, Inc. were issued under an indenture dated June 29, 1998 containing terms substantially similar to those set forth in Qwest Corporation's indentures.

Compliance

As of March 31, 2024 June 30, 2024, Lumen Technologies, Inc. believes it and its subsidiaries were in compliance with the provisions and financial covenants in their respective material debt agreements in all material respects.

Guarantees

Lumen does not guarantee the debt of any unaffiliated parties, but, as noted above, as of March 31, 2024 June 30, 2024, certain of its key subsidiaries guaranteed (i) its debt outstanding under its SP Credit Agreements, its superpriority senior secured notes and its $225 million letter of credit facility and (ii) the outstanding term loans or senior secured notes issued by certain other subsidiaries. As further noted above, several of the subsidiaries guaranteeing these obligations have pledged substantially all of their assets to secure certain of their respective guarantees.

(6) Severance

Periodically, we reduce our workforce and accrue liabilities for the related severance costs. These workforce reductions result primarily from the progression or completion of our post-acquisition integration plans, increased competitive pressures, cost reduction initiatives, process improvements through automation and reduced workloads due to reduced demand for certain services.

Changes in our accrued liabilities for severance expenses were as follows:

		Severance
		(Dollars in millions)
Balance at December 31, 2023	$	18
Accrued to expense		2
Payments, net		(18)
Balance at March 31, 2024	$	2

During April 2024, we announced plans to reduce reduced our workforce by less than 7% approximately 6% as a part of our efforts to change our workforce composition to reflect our ongoing transformation and cost reduction opportunities that align with our shapeshifting and focus on our strategic priorities. As a result of this plan, we expect to incur incurred severance and related costs in the range of approximately $90 million to $100 $103 million. This plan is expected to be substantially completed by the end of the second quarter of 2024. We have not incurred, and do not expect to incur, any material impairment or exit costs related to this plan. These workforce reductions are considered a subsequent event reduction.

Changes in our accrued liabilities for the purposes of the March 31, 2024 financial statements, and therefore, we have not accrued any severance or related costs expenses were as of March 31, 2024. follows:

		Severance
		(Dollars in millions)
Balance at December 31, 2023	$	18
Accrued to expense		107
Payments, net		(106)
Balance at June 30, 2024	$	19

(7) Employee Benefits

For detailed descriptions of the various defined benefit pension plans (qualified and non-qualified), post-retirement benefits plans and defined contribution plan we sponsor, see Note 11—Employee Benefits to the consolidated financial statements and accompanying notes in Part II, Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2023.

Net periodic benefit expense for the Lumen Combined Pension Plan (the "Combined Pension Plan" or the "Plan") includes the following components:

	Combined Pension Plan		Combined Pension Plan		Combined Pension Plan		
	Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,		
	2024	2024	2023	2024	2023	2024	2023
	(Dollars in millions)		(Dollars in millions)				
Service cost							
Interest cost							
Expected return on plan assets							
Recognition of prior service credit							
Recognition of prior service credit							
Recognition of prior service credit							
Recognition of actuarial loss							
Net periodic pension expense							

Net periodic benefit expense for our post-retirement benefit plans includes the following components:

	Post-Retirement Benefit Plans	Post-Retirement Benefit Plans				
	Three Months Ended March 31,	Three Months Ended June 30,		Six Months Ended June 30,		
	2024	2023	2024	2023	2024	2023
	(Dollars in millions)	(Dollars in millions)				
Service cost						
Interest cost						
Recognition of prior service credit						
Recognition of actuarial gain						
Special termination benefits charge						
Net periodic post-retirement benefit expense						
Net periodic post-retirement benefit expense						
Net periodic post-retirement benefit expense						

Service costs for our pension plans and post-retirement benefit plans are included in the cost Cost of services and products (exclusive of depreciation and selling, amortization) and Selling, general and administrative line items on our consolidated statements of operations and all other costs listed above are included in other Other income (expense), net on our consolidated statements of operations for the three and six months ended March 31, 2024 June 30, 2024 and 2023. As a result of ongoing efforts to reduce our workforce, we recognized a one-time charge of $2 million during the three months ended June 30, 2024 for special termination benefit enhancements paid to certain eligible employees upon voluntary retirement.

Our Combined Pension Plan contains provisions that allow us, from time to time, to offer lump sum payment options to certain former employees in settlement of their future retirement benefits. We record an accounting settlement charge, consisting of the recognition of certain deferred costs of the pension plan associated with these lump sum payments, only if in the aggregate they exceed or are probable to exceed the sum of the annual service and interest costs for the plan's net periodic pension benefit cost, which represents the settlement accounting threshold. The amount of any future non-cash settlement charges will be dependent on several factors, including the total amount of our future lump sum benefit payments.

Benefits paid by the Combined Pension Plan are paid through a trust that holds the Plan's assets. The amount of required contributions to the Combined Pension Plan in 2024 and beyond will depend on a variety of factors, most of which are beyond our control, including earnings on plan investments, prevailing interest rates, demographic experience, changes in plan benefits and changes in funding laws and regulations. Based on current laws and circumstances, we do not believe we are expect to be required to make any additional contributions in 2024 and we do not expect to make voluntary contributions to the trust for the Combined Pension Plan in 2024.

(8) Earnings Per Common Share

Basic and diluted (loss) earnings per common share for the three and six months ended March 31, 2024 June 30, 2024 and 2023 were calculated as follows:

	Three Months Ended March 31,	
	2024	2023
	(Dollars in millions, except per share amounts, shares in thousands)	
Income (numerator)		
Net income	$ 57	511
Net income applicable to common stock for computing basic earnings per common share	57	511
Net income as adjusted for purposes of computing diluted earnings per common share	$ 57	511
Shares (denominator):		
Weighted-average number of shares:		
Outstanding during period	1,011,350	1,003,666
Non-vested restricted stock	(26,495)	(22,111)
Weighted average shares outstanding for computing basic earnings per common share	984,855	981,555
Incremental common shares attributable to dilutive securities:		
Shares issuable under convertible securities	10	10
Shares issuable under incentive compensation plans	1,397	718
Number of shares as adjusted for purposes of computing diluted earnings per common share	986,262	982,283
Basic earnings per common share	$ 0.06	0.52
Diluted earnings per common share	$ 0.06	0.52

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	(Dollars in millions, except per share amounts, shares in thousands)			
(Loss) Income (numerator)				
Net (loss) income	$ (49)	(8,736)	8	(8,225)
Net (loss) income applicable to common stock for computing basic (loss) earnings per common share	(49)	(8,736)	8	(8,225)
Net (loss) income as adjusted for purposes of computing diluted (loss) earnings per common share	(49)	(8,736)	8	(8,225)
Shares (denominator):				
Weighted-average number of shares:				
Outstanding during period	1,015,857	1,006,229	1,013,603	1,004,948
Non-vested restricted stock	(28,618)	(22,776)	(27,556)	(22,443)
Weighted average shares outstanding for computing basic (loss) earnings per common share	987,239	983,453	986,047	982,505
Incremental common shares attributable to dilutive securities:				
Shares issuable under convertible securities	—	—	10	—

Shares issuable under incentive compensation plans	—	—	1,167	—
Number of shares as adjusted for purposes of computing diluted (loss) earnings per common share	987,239	983,453	987,224	982,505
Basic (loss) earnings per common share	$ (0.05)	(8.88)	0.01	(8.37)
Diluted (loss) earnings per common share(1)	$ (0.05)	(8.88)	0.01	(8.37)

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(1) For the three months ended June 30, 2024 and for the three and six months ended June 30, 2023, we excluded from the calculation of diluted loss per share less than 1 million shares, potentially issuable under incentive compensations plans or convertible securities, as their effect, if included, would have been anti-dilutive.

Our calculation of diluted (loss) earnings per common share excludes unvested restricted stock awards that are antidilutive as a result of unrecognized compensation cost. Such shares were 20.2 24.1 million and 21.2 21.0 million for the three months ended March 31, 2024 June 30, 2024 and 2023, respectively, and 22.2 million and 21.1 million for the six months ended June 30, 2024 and 2023, respectively.

(9) Fair Value of Financial Instruments

Our financial instruments consist of cash, cash equivalents, restricted cash, accounts receivable, accounts payable, long-term debt (excluding finance lease and other obligations), interest rate swap contracts, certain equity investments and certain indemnification obligations. Due primarily to their short-term nature, the carrying amounts of our cash, cash equivalents, restricted cash, accounts receivable and accounts payable approximate their fair values.

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between independent and knowledgeable parties who are willing and able to transact for an asset or liability at the measurement date. We use valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs when determining fair value and then we rank the estimated values based on the reliability of the inputs using the below-described fair value hierarchy.

We determined the fair values of our long-term debt, including the current portion, based on quoted market prices where available or, if not available, based on inputs other than quoted market prices in active markets that are either directly or indirectly observable such as discounted future cash flows using current market interest rates.

The three input levels in the hierarchy of fair value measurements are defined by the FASB generally as follows:

Input Level	Description of Input
Level 1	Observable inputs such as quoted market prices in active markets.
Level 2	Inputs other than quoted prices in active markets that are either directly or indirectly observable.
Level 3	Unobservable inputs in which little or no market data exists.

The following table presents the carrying amounts and estimated fair values of our financial assets and liabilities as of March 31, 2024 June 30, 2024 and December 31, 2023:

		March 31, 2024		December 31, 2023			June 30, 2024	December 31, 2023		
	Input Level	Carrying Amount	Fair Value	Carrying Amount	Fair Value	Input Level	Carrying Amount	Fair Value	Carrying Amount	Fair Value
			(Dollars in millions)				(Dollars in millions)			
Long-term debt, excluding finance lease and other obligations										

Long-term debt, excluding finance lease and other obligations	
Long-term debt, excluding finance lease and other obligations	
Indemnifications related to the sale of the Latin American business(1)	

(1) Nonrecurring fair value is measured as of August 1, 2022.

Investment Held at Net Asset Value

We hold an investment in a limited partnership created as a holding company for various investments. The limited partnership has sole discretion as to the amount and timing of distributions of the underlying assets. As of March 31, 2024 June 30, 2024, the underlying investments held by the limited partnership were traded in active markets and, as such, we account for our investment in the limited partnership using net asset value ("NAV"). Subject to restrictions imposed by law and other provisions of the limited partnership agreement, the general partner has the sole discretion as to the amounts and timing of distributions of partnership assets to partners. The following table summarizes the net asset value of our investment in this limited partnership.

	As of March 31, 2024	As of December 31, 2023	
	As of June 30, 2024	As of December 31, 2023	
		Net Asset Value	(Dollars in millions)
Investment in limited partnership(1)			

(1) For the three and six months ended March 31, 2024 June 30, 2024, we recognized $20 million of gain a loss on investment of $23 million and $3 million , respectively, reflected in other Other income (expense), net in our consolidated statements of operations. For the three and six months ended March 31, 2023 June 30, 2023, we recognized $61 million of a $2 million gain on investment and a $59 million loss on investment, respectively, reflected in other Other income (expense), net in our consolidated statements of operations.

(10) Segment Information

We report our results within two segments: Business and Mass Markets.

Under our Business segment we provide products and services to meet the needs of our enterprise and wholesale customers under five distinct sales channels: Large Enterprise, Mid-Market Enterprise, Public Sector, Wholesale, and International and Other. For Business segment revenue, we report the following product categories: Grow, Nurture, Harvest, and Other, in each case through the sales channels outlined above. The Business segment included the results of our EMEA business prior to its sale on November 1, 2023.

Under our Mass Markets Segment, we provide products and services to residential and small business customers. We report the following product categories: Fiber Broadband, Other Broadband, and Voice and Other.

See detailed descriptions of these product and service categories in Note 3—Revenue Recognition.

As described in more detail below, our segments are managed based on the direct costs of providing services to their applicable customers and directly associated selling, general and administrative costs (primarily salaries and commissions). Shared costs are managed separately and included in "other unallocated expense" in the table included below under the heading "— Revenue and Expenses". As referenced above, we reclassified certain prior period amounts to conform to the current period presentation. See Note 1— Background for additional detail on these changes.

The following tables summarize our segment results for the three and six months ended March 31, 2024 June 30, 2024 and 2023, based on the segment categorization we were operating under at March 31, 2024 June 30, 2024.

	Three Months Ended March 31, 2024	
	Three Months Ended March 31, 2024	
	Three Months Ended March 31, 2024	
	Three Months Ended June 30, 2024	Six Months Ended June 30, 2024

	Business	Business	Mass Markets	Business	Mass Markets
		(Dollars in millions)		(Dollars in millions)	
		(Dollars in millions)			
		(Dollars in millions)			
Segment revenue					
Segment expenses:					
Segment expenses:					
Segment expenses:					
Cost of services and products					
Cost of services and products					
Cost of services and products					
Selling, general and administrative					
Selling, general and administrative					
Selling, general and administrative					
Total segment expense					
Total segment expense					
Total segment expense					
Total segment adjusted EBITDA					
Total segment adjusted EBITDA					
Total segment adjusted EBITDA					

		Three Months Ended March 31, 2023			
		Three Months Ended March 31, 2023			
		Three Months Ended March 31, 2023			
		Three Months Ended June 30, 2023		Six Months Ended June 30, 2023	
	Business	Business	Mass Markets	Business	Mass Markets
		(Dollars in millions)		(Dollars in millions)	
		(Dollars in millions)			
		(Dollars in millions)			
Segment revenue					
Segment expenses:					
Segment expenses:					
Segment expenses:					
Cost of services and products					
Cost of services and products					
Cost of services and products					
Selling, general and administrative					
Selling, general and administrative					
Selling, general and administrative					
Total segment expense					
Total segment expense					
Total segment expense					
Total segment adjusted EBITDA					
Total segment adjusted EBITDA					

Total segment adjusted EBITDA

Revenue and Expenses

Our segment revenue includes all revenue from our two segments as described in more detail above. Our segment revenue is based upon each customer's classification. We report our segment revenue based upon all services provided to that segment's customers. Our segment expenses include specific cost of service expenses incurred as a direct result of providing services and products to segment customers, along with selling, general and administrative expenses that are directly associated with specific segment customers or activities. We have not allocated assets or debt to specific segments.

The following items are excluded from our segment results, because they are centrally managed and not monitored by or reported to our chief operating decision maker by segment:

- network expenses not incurred as a direct result of providing services and products to segment customers and centrally managed expenses such as Finance, Human Resources, Legal, Marketing, Product Management and IT, all of which are reported as "other unallocated expense" in the table below;
- depreciation and amortization expense;
- goodwill or other impairments;
- interest expense;
- stock-based compensation; and
- other income and expense items.

The following table reconciles total segment adjusted EBITDA to net (loss) income for the three and six months ended March 31, 2024 June 30, 2024 and 2023:

	Three Months Ended March 31,	
	2024	2023
	(Dollars in millions)	
Total segment adjusted EBITDA	$ 1,731	2,009
Depreciation and amortization	(748)	(733)
Other unallocated expense	(924)	(872)
Stock-based compensation	(14)	(14)
Operating income	45	390
Total other income, net	57	290
Income before income taxes	102	680
Income tax expense	45	169
Net Income	$ 57	$ 511

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	(Dollars in millions)			
Total segment adjusted EBITDA	$ 1,722	1,958	3,453	3,967

Depreciation and amortization	(743)	(746)	(1,491)	(1,479)
Goodwill impairment	—	(8,793)	—	(8,793)
Other unallocated expense	(847)	(831)	(1,771)	(1,703)
Stock-based compensation credit (expense)	3	(9)	(11)	(23)
Operating income (loss)	135	(8,421)	180	(8,031)
Total other (expense) income, net	(176)	(269)	(119)	21
(Loss) income before taxes	(41)	(8,690)	61	(8,010)
Income tax expense	8	46	53	215
Net (loss) income	$ (49)	(8,736)	8	(8,225)

(11) Commitments, Contingencies and Other Items

We are subject to various claims, legal proceedings and other contingent liabilities, including the matters described below, which individually or in the aggregate could materially affect our financial condition, future results of operations or cash flows. As a matter of course, we are prepared to both litigate these matters to judgment as needed, as well as to evaluate and consider reasonable settlement opportunities.

We review our litigation accrual liabilities on a quarterly basis, but in accordance with applicable accounting guidelines only establish accrual liabilities when losses are deemed probable and reasonably estimable and only revise previously established accrual liabilities when warranted by changes in circumstances, in each case based on then-available information. As such, as of any given date we could have exposure to losses under proceedings as to which no liability has been accrued or as to which the accrued liability is inadequate. Subject to these limitations, at March 31, 2024 June 30, 2024, we had accrued $81 $82 million in the aggregate for our litigation and non-income tax contingencies, which is included in other current liabilities Other under Current Liabilities or other liabilities Other under Deferred Credits and Other Liabilities in our consolidated balance sheet as of such date. We cannot at this time estimate the reasonably possible loss or range of loss, if any, in excess of this $81 $82 million accrual due to the inherent uncertainties and speculative nature of contested proceedings. The establishment of an accrual does not mean that actual funds have been set aside to satisfy a given contingency. Thus, the resolution of a particular contingency for the amount accrued could have no effect on our results of operations but nonetheless could have an adverse effect on our cash flows.

In this Note, when we refer to a class action as "putative" it is because a class has been alleged, but not certified, in that matter.

Principal Proceedings

Shareholder Class Action Suits

Houser. Lumen and certain Lumen Board of Directors members and officers were named as defendants in a putative shareholder class action lawsuit filed on June 12, 2018 in the Boulder County District Court of the state of Colorado, captioned Houser et al. v. CenturyLink, et al. The original complaint asserted claims on behalf of a putative class of former Level 3 shareholders who became CenturyLink, Inc. shareholders as a result of our acquisition of Level 3. It alleged that the proxy statement provided to the Level 3 shareholders failed to disclose various material information of several kinds, including information about strategic revenue, customer loss rates, and customer account issues, among other items. The original complaint seeks sought damages, costs and fees, rescission, rescissory damages, and other equitable relief. In May 2020, the court dismissed the original complaint. Plaintiffs appealed that decision, and in March 2022, the appellate court affirmed the district court's order in part and reversed it in part. It then remanded the case to the district court for further proceedings. Plaintiff filed an amended complaint asserting the same claims and prayer for relief, and we filed a motion to dismiss. The court granted our motion to dismiss in May 2023 and the plaintiffs Plaintiffs have appealed that dismissal.

In re Lumen Technologies, Inc. Securities Litigation. On March 3, 2023, a purported shareholder of Lumen filed a putative class action complaint originally captioned Voigt et al. v. Lumen Technologies, et al., now In re Lumen Technologies, Inc. Securities Litigation, Case 3:23-cv-00286-TAD-KDM, in the U.S. District Court for the Western District of Louisiana. The complaint alleged alleges that Lumen and certain of its current or former officers violated the federal securities laws by omitting or misstating material information related to Lumen’s expansion of its Quantum Fiber business. The court appointed a lead plaintiff who filed an amended complaint, seeking money damages, attorneys’ fees and costs, and other relief.

In re Lumen Technologies, Inc. Securities Litigation II. On September 15, 2023, a purported shareholder of Lumen filed a putative class action complaint captioned Glauber, et al. v. Lumen Technologies, now In re Lumen Technologies, Inc. Securities Litigation II, Case 3:23-cv-01290, in the U.S. District Court for the Western District of Louisiana. The complaint alleged that Lumen and certain of its current or former officers violated the federal securities laws by omitting or misstating material information related to Lumen's responsibility for environmental degradation allegedly caused by the lead sheathing of certain telecommunications cables. The court appointed lead plaintiffs who filed an amended complaint, seeking money damages, attorneys' fees and costs, and other relief.

Derivative Litigation

On June 11, 2024, a purported shareholder of Lumen filed a shareholder derivative complaint on behalf of Lumen captioned Brown v. Johnson, et al., Case 3:24-cv-000798-TAD-KDM, in the U.S. District Court for the Western District of Louisiana. The complaint alleges claims for breach of fiduciary duty, violations of the federal securities laws, and other causes of action against current and former officers and directors of Lumen relating to placement or presence of lead-sheathed telecommunications cables. The complaint seeks damages, injunctive relief, and attorneys' fees.

Lead-Sheathed Cable Environmental Litigation

Parish of St. Mary. On July 9, 2024, a putative class action complaint was filed in the 16th Judicial District Court for the Parish of St. Mary, State of Louisiana, case no. 138575, asserting claims on behalf of all parishes, municipalities, and citizens owning real properties in the State of Louisiana that have been affected by lead-sheathed telecommunications cables installed by AT&T and Lumen or their predecessors. The complaint seeks damages and injunctive relief under Louisiana state law.

Blum. On November 6, 2023, a putative class action complaint was filed in the 16th Judicial District Court for the Parish of St. Mary, State of Louisiana, case no. 137935, asserting claims on behalf of all citizens owning real properties in the State of Louisiana that have been affected by lead-sheathed telecommunications cables installed by AT&T, BellSouth, Verizon, and Lumen or their predecessors. The complaint seeks damages and injunctive relief under Louisiana state law. The case has been removed to Federal Court in the United States District Court Western District of Louisiana Lafayette Division, case no. 6:23-CV-01748.

State Tax Suits

Since 2012, a number of Missouri municipalities have asserted claims in the Circuit Court of St. Louis County, Missouri, alleging that we and several of our subsidiaries have underpaid taxes. These municipalities are seeking, among other things, declaratory relief regarding the application of business license and gross receipts taxes and back taxes from 2007 to the present, plus penalties and interest. In a February 2017 ruling in connection with one of these pending cases, the court entered an order awarding the plaintiffs $4 million and broadening the tax base on a going-forward basis. We appealed that decision to the Missouri Supreme Court. In December 2019, it affirmed the circuit court's order in some respects and reversed it in others, remanding the case to the circuit court for further proceedings. The Missouri Supreme Court's decision reduced our exposure in the case. In a June 2021 ruling in one of the pending cases, another trial court awarded the cities of Columbia and Joplin approximately $55 million, plus statutory interest. On appeal, the Missouri Court of Appeals affirmed in part and reversed in part, vacated the judgment and remanded the case to the trial court with instructions for further proceedings consistent with the Missouri Supreme Court's decision. We continue to vigorously defend against these claims.

Billing Practices Suits

In June 2017, a former employee filed an employment lawsuit against us claiming that she was wrongfully terminated for alleging that we charged some of our retail customers for products and services they did not authorize. Thereafter, based in part on the allegations made by the former employee, several legal proceedings were filed, including consumer class actions in federal and state courts, a series of securities investor class actions in federal courts and several shareholder derivative actions in federal and Louisiana state courts. The derivative cases were brought on behalf of CenturyLink, Inc. against certain current and former officers and directors of the Company and seek damages for alleged breaches of fiduciary duties.

The consumer class actions, the securities investor class actions, and the federal derivative actions were transferred to the U.S. District Court for the District of Minnesota for coordinated and consolidated pretrial proceedings as In Re: CenturyLink Sales Practices and Securities Litigation. We have settled the consumer and securities investor class actions and the derivative actions.

We have engaged in discussions regarding related claims with a number of state attorneys general, and have entered into agreements settling certain of the consumer practices claims asserted by several state attorneys general. While we do not agree with allegations raised in these matters, we have been willing to consider reasonable settlements where appropriate.

December 2018 Outage Proceedings

We experienced an outage on one of our transport networks that impacted voice, IP, 911, and transport services for some of our customers between the 27th and 29th of December 2018. We believe that the outage was caused by a faulty network management card from a third-party equipment vendor.

The FCC and four states (including Washington) initiated formal investigations. In November 2020, following the FCC's release of a public report on the outage, we negotiated a settlement which was released by the FCC in December 2020. The amount of the settlement was not material to our financial statements.

In December 2020, the Staff of the Washington Utilities and Transportation Commission ("WUTC") filed a complaint against us based on the December 2018 outage, seeking penalties of approximately $7 million for alleged violations of Washington regulations and laws. The Washington Attorney General's office sought penalties of $27 million. Following trial before the WUTC, it issued an order in June 2023 penalizing us for approximately $1 million. We and the Washington Attorney General's office have both filed for reconsideration. Those motions are pending.

Latin American Tax Litigation and Claims

In connection with the 2022 divestiture of our Latin American business, the purchaser assumed responsibility for the Brazilian tax claims described in our prior periodic reports filed with the SEC. We agreed to indemnify the purchaser for amounts paid in with respect of to the Brazilian tax claims. The value of this indemnification and others associated with the Latin American business divestiture are included in the indemnification amount as disclosed in Note 9—Fair Value of Financial Instruments.

Huawei Network Deployment Investigations

Lumen has received requests from the following federal agencies for information relating to the use of equipment manufactured by Huawei Technologies Company ("Huawei") in Lumen's networks.

- DOJ. Lumen has received a civil investigative demand from the U.S. Department of Justice in the course of a False Claims Act investigation alleging that Lumen Technologies, Inc. and Lumen Technologies Government Solutions, Inc. failed to comply with certain specified requirements in federal contracts concerning their use of Huawei equipment.

- FCC. The FCC's Enforcement Bureau issued a Letter of Inquiry to Lumen Technologies, Inc. regarding its written certifications to the FCC that Lumen has complied with FCC rules governing the use of resources derived from the High Cost Program, Lifeline Program, Rural Health Care Program, E-Rate Program, Emergency Broadband Benefit Program, and the Affordable Connectivity Program. Under these programs, federal funds may not be used to facilitate the deployment or maintenance of equipment or services provided by Huawei, a company that the FCC has determined poses a national security threat to the integrity of U.S. communications networks or the communications supply chain.

- Team Telecom. The Committee for the Assessment of Foreign Participation in the United States Telecommunications Service Sector (comprised of the U.S. Attorney General, and the Secretaries of the Department of Homeland Security, and the Department of Defense), commonly referred to as Team Telecom, issued questions and requests for information relating to Lumen's FCC licenses and its use of Huawei equipment.

We are cooperating with the investigations.

Marshall Fire Litigation

On December 30, 2021, a wildfire referred to as the Marshall Fire ignited near Boulder, Colorado. The Marshall Fire killed two people, and it burned thousands of acres, including entire neighborhoods. Approximately 300 lawsuits naming various defendants and asserting various claims for relief have been filed. To date, three of those name our affiliate Qwest Corporation as being at fault: Allstate Fire and Casualty Insurance Company, et al., v. Qwest Corp., et al., Case No. 2023-cv-3048, and Wallace, et al. v. Qwest Corp., et al., Case No. 2023-cv-30488, both of which have been consolidated with Kupfner, et al., v. Public Service Company of Colorado, et al., Case No. 2022-cv-30195. The consolidated proceeding is pending in Colorado District Court, Boulder, Colorado, Preliminary estimates of potential damage claims exceed $2 billion. Qwest is vigorously defending the claims.

911 Surcharge

In June 2021, the Company was served with a complaint filed in the Santa Fe County District Court by Phone Recovery Services, LLC ("PRS"), acting on behalf of the State of New Mexico. The complaint claims Qwest Corporation and CenturyTel of the Southwest have violated the New Mexico Fraud Against Taxpayers Act since 2004 by failing to bill, collect and remit certain 911 surcharges from customers. Through pre-trial proceedings, the Court has narrowed the issues to be resolved by jury, ruling that Lumen bears the burden of proving that its actions were reasonable or known and approved by the State. Qwest is defending the New Mexico claims vigorously, as it has done successfully with other 911 claims involving PRS in other states.

Other Proceedings, Disputes and Contingencies

From time to time, we are involved in other proceedings incidental to our business, including patent infringement allegations, regulatory hearings relating primarily to our rates or services, actions relating to employee claims, tax issues, or environmental law issues, grievance hearings before labor regulatory agencies, miscellaneous third-party tort actions, or commercial disputes.

We are currently defending several patent infringement lawsuits asserted against us by non-practicing entities, many of which are seeking substantial recoveries. These cases have progressed to various stages and one or more may go to trial within the next twelve months if they are not otherwise resolved. Where applicable, we are seeking full or partial indemnification from our vendors and suppliers. As with all litigation, we are vigorously defending these actions and, as a matter of course, are prepared to litigate these matters to judgment, as well as to evaluate and consider all reasonable settlement opportunities.

We are subject to various foreign, federal, state and local environmental protection and health and safety laws. From time to time, we are subject to judicial and administrative proceedings brought by various governmental authorities under these laws. Several such proceedings are currently pending, but none is reasonably expected to exceed $300,000 in fines and penalties. In addition, in the past we acquired companies that had installed lead-sheathed cables several decades earlier, or had operated certain manufacturing companies in the first part of the 1900s. Under applicable environmental laws, we could be named as a potentially responsible party for a share of the remediation of environmental conditions arising from the historical operations of our predecessors.

The outcome of these other proceedings described under this heading is not predictable. However, based on current circumstances, we do not believe that the ultimate resolution of these other proceedings, after considering available defenses and any insurance coverage or indemnification rights, will have a material adverse effect on us.

The matters listed in this Note do not reflect all of our contingencies. For additional information on our contingencies, see Note 18—Commitments, Contingencies and Other Items to the consolidated financial statements and accompanying notes in Part II, Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2023. The ultimate outcome of the above-described matters may differ materially from the outcomes anticipated, estimated, projected or implied by us in certain of our statements appearing above in this Note, and proceedings we currently viewed as consider immaterial by us may ultimately materially impact us. affect us materially.

(12) Other Financial Information

Other Current Assets

The following table presents details of other current assets reflected on our consolidated balance sheets:

	March 31, 2024	December 31, 2023
	June 30, 2024	December 31, 2023

	(Dollars in millions)
Prepaid expenses	
Income tax receivable	
Materials, supplies and inventory	
Contract assets	
Contract acquisition costs	
Contract fulfillment costs	
Assets held for sale	
Other	
Total other current assets	

Other Income (Expense), Net

Other income (expense), net reflects certain items not directly related to our core operations, including gains and losses from non-operating asset dispositions. For the three and six months ended June 30, 2024, Other income (expense), net included a gain on sale of investment of $205 million.

(13) Repurchases of Lumen Common Stock

During the fourth quarter of 2022, our Board of Directors authorized a two-year program to repurchase up to an aggregate of $1.5 billion of our outstanding common stock. During the three and six months ended March 31, 2024,June 30, 2024, we did not repurchase any shares of our outstanding common stock under this program. As of March 31, 2024 June 30, 2024, we are authorized to purchase up to an aggregate of $1.3 billion of our outstanding common stock under this program.

Any repurchases made in 2024 or thereafter will be subject to a non-deductible 1% excise tax on the fair market value of the stock under the Inflation Reduction Act of 2022.

(14) Accumulated Other Comprehensive Loss

Information Relating to 2024

The table below summarizes changes in accumulated other comprehensive loss recorded on our consolidated balance sheet by component for the three six months ended March 31, 2024 June 30, 2024:

	Pension Plans	Pension Plans	Post-Retirement Benefit Plans	Foreign Currency Translation Adjustment and Other	Total	Pension Plans	Post-Retirement Benefit Plans	Foreign Currency Translation Adjustment and Other	Total
	(Dollars in millions)				(Dollars in millions)				
Balance at December 31, 2023									
Other comprehensive income (loss) before reclassifications									
Amounts reclassified from accumulated other comprehensive loss									
Net current-period other comprehensive income (loss)									

Balance at March 31, 2024
Balance at June 30, 2024

The table tables below presents present further information about our reclassifications out of accumulated other comprehensive loss by component for the three and six months ended March 31, 2024 June 30, 2024:

Three Months Ended March 31, 2024 June 30, 2024	Decrease (Increase) in Net Income		Affected Line Item in Consolidated Statement of Operations
	(Dollars in millions)		
Amortization of pension & post-retirement plans(1)			
Net actuarial loss	$	24 21	Other income (expense), net
Prior service credit		(4) (3)	Other income (expense), net
Total before tax		20 18	
Income tax benefit		(5) (4)	Income tax expense
Net of tax	$	15 14	

Six Months Ended June 30, 2024	Decrease (Increase) in Net Income		Affected Line Item in Consolidated Statement of Operations
	(Dollars in millions)		
Amortization of pension & post-retirement plans(1)			
Net actuarial loss	$	45	Other income (expense), net
Prior service credit		(7)	Other income (expense), net
Total before tax		38	
Income tax benefit		(9)	Income tax expense
Net of tax	$	29	

(1) See Note 7—Employee Benefits for additional information on our net periodic benefit expense (income) related to our pension and post-retirement plans.

Information Relating to 2023

The table below summarizes changes in accumulated other comprehensive loss recorded on our consolidated balance sheets by component for the three six months ended March 31, 2023 June 30, 2023:

	Pension Plans	Pension Plans	Post-Retirement Benefit Plans	Foreign Currency Translation Adjustment and Other	Total	Pension Plans	Post-Retirement Benefit Plans	Foreign Currency Translation Adjustment and Other	Total
	(Dollars in millions)				(Dollars in millions)				
Balance at December 31, 2022									
Other comprehensive income (loss) before reclassifications									
Other comprehensive income before reclassifications									

Amounts reclassified from accumulated other comprehensive loss
Net current-period other comprehensive income (loss)
Balance at March 31, 2023
Balance at June 30, 2023

The table tables below presents present further information about our reclassifications out of accumulated other comprehensive loss by component for the three and six months ended March 31, 2023 June 30, 2023:

Three Months Ended March 31, 2023 June 30, 2023		**Decrease (Increase) in Net Income**	**Affected Line Item in Consolidated Statement of Operations**
		(Dollars in millions)	
Amortization of pension & post-retirement plans(1)			
Net actuarial loss	$	20 21	Other income (expense), net
Prior service costcredit		(4) (3)	Other income (expense), net
Total before tax		16 18	
Income tax benefit		(4)	Income tax expense
Net of tax	$	12 14	

Six Months Ended June 30, 2023		**Decrease (Increase) in Net Income**	**Affected Line Item in Consolidated Statement of Operations**
		(Dollars in millions)	
Amortization of pension & post-retirement plans(1)			
Net actuarial loss	$	41	Other income (expense), net
Prior service credit		(7)	Other income (expense), net
Total before tax		34	
Income tax benefit		(8)	Income tax expense
Net of tax	$	26	

(1) See Note 7—Employee Benefits for additional information on our net periodic benefit income related to our pension and post-retirement plans.

(15) Labor Union Contracts

As of March 31, 2024 June 30, 2024, approximately 21% of our employees were represented by the Communications Workers of America ("CWA") or the International Brotherhood of Electrical Workers ("IBEW"). Approximately 5% 10% of our represented employees are subject to collective bargaining agreements that are scheduled to expire over the 12 month period ending March 31, 2025 June 30, 2025.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Unless the context requires otherwise, (i) references References in this report to "Lumen Technologies" or "Lumen," "we," "us" and "our" refer to Lumen Technologies, Inc. and its consolidated subsidiaries and (ii) references in this report to "Level 3" refer to Level 3 Parent, LLC and its predecessor, *Level 3 Communications, Inc., which we acquired on November 1, 2017. subsidiaries.*

All references to "Notes" in this Item 2 of Part I refer to the Notes to Consolidated Financial Statements included in Item 1 of Part I of this report.

Certain statements in this report constitute forward-looking statements. See "Special Note Regarding Forward-Looking Statements" appearing at the beginning of this report for factors relating to these statements and "Risk Factors" referenced in Item 1A of Part II of this report or other of our filings with the SEC for a discussion of certain risk factors applicable to our business, financial condition, results of operations, liquidity or prospects.

Overview

Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") included herein should be read in conjunction with MD&A and the other information included in our Annual Report on Form 10-K for the year ended December 31, 2023 and with the consolidated financial statements and related notes in Item 1 of Part I of this report. The results of operations and cash flows for the first three six months of the year are not necessarily indicative of the results of operations and cash flows that might be expected for the entire year.

We are a facilities-based technology and communications company that provides a broad array of integrated products and services to our domestic and global business customers and our domestic mass markets customers. We operate one of the world's most interconnected networks. Our platform empowers our customers to swiftly adjust digital programs to meet immediate demands, create efficiencies, accelerate market access, and reduce costs, which allows our customers to rapidly evolve their IT programs to address dynamic changes. We are among the largest providers of communications services to domestic and global enterprise customers. Our long-haul network throughout North America and Asia Pacific connects to metropolitan fiber networks that we operate. As of March 31, 2024 June 30, 2024, we had approximately 27,000 25,000 employees.

Changes in the Macroeconomic Industry and Work Environments Changes

Over the past few years societal, governmental and macroeconomic changes have impacted us our customers and our business customers in several ways. On a regular basis, we review and rationalize our lease footprint and may incur accelerated lease costs when we determine to cease using underutilized leased property locations. We did not incur material accelerated lease costs during the three six months ended March 31, 2024 June 30, 2024.

Additionally, as discussed further elsewhere herein, we believe macroeconomic changes over the past few years have resulted in (i) increases in certain revenue streams and decreases in others, (ii) operational challenges resulting from inflation and to a lesser extent, shortages of certain components and other supplies that we use in our business, (iii) delays in our cost transformation initiatives and (iv) delayed decision-making by certain of our customers. None of these effects, individually or in the aggregate, have to date materially impacted our financial performance or financial position.

Industry developments over the past couple few years have increased fiber construction demand. The resulting increase in construction labor rates increased the cost of enabling units to be capable of receiving our fiber broadband services. In recent years, From time to time, we believe these factors contributed to a delay in attaining our Quantum Fiber buildout targets.

Continued inflationary pressures, supply constraints or business uncertainty could materially impact our financial results in a variety of ways, including by increasing our expenses, decreasing our revenues, further delaying our network expansion plans or otherwise interfering with our ability to deliver products and services.

These above-mentioned macroeconomic factors, coupled with dis-synergies resulting from our 2022 and 2023 divestitures, changes in customer preferences and negotiations with our creditors through the end of the first quarter of 2024, placed additional pressures on our financial performance and our market capitalization. These developments contributed to us recognizing a total of nearly $14.0 billion $14.0 billion in goodwill impairment charges in 2022 and 2023. Some but not all, of these pressures continue to impact us. To the extent these pressures continue, we could experience additional deterioration in our projected cash flows or market capitalization, or make significant changes to the assumed discount rates or market multiples that we use to determine the fair value of our reporting units. Any of these could result in additional future impairments on of our approximately $2.0 billion $2.0 billion of remaining goodwill in the future periods. goodwill.

Reporting Segments

Our reporting segments are currently organized by customer focus, as follows:

- *Business Segment:* Under our Business segment, we provide our products and services under four the following five sales channels:

- ◦ Large Enterprise: Under our large enterprise sales channel, we provide our products and services to large enterprise customers and carriers in North America.

  ◦ Mid-Market Enterprise: Under our mid-market enterprise sales channel, we provide our products and services to medium-sized enterprises in North America directly and primarily through our indirect channel partners.

  ◦ Public Sector: Under our public sector sales channel, we provide our products and services to the public sector, including the U.S. Federal government, state and local governments and research and education institutions.

  ◦ Wholesale: Under our wholesale sales channel, we provide our products and services to a wide range of other communication companies providing wireline, wireless, cable, voice and data center services.

  ◦ International and Other: Under our international and other sales channel, we provide products and services (i) to multinational and global enterprise customers and carriers and (ii) under those content delivery network ("CDN") contracts that we did not sell in late 2023.

- *Mass Markets Segment:* Under our Mass Markets segment, we provide products and services to domestic residential and small business customers. At March 31, 2024 June 30, 2024, we served 2.7 million broadband subscribers under our Mass Markets segment.

See Note 10—Segment Information to our consolidated financial statements in Item 1 of Part I of this report for additional information.

We categorize our Business segment revenue among the following products and services categories:

- *Grow*, which includes existing and emerging products and services that in which we anticipate will grow, are significantly investing, including our dark fiber, Edge Cloud services, IP, managed security, software-defined wide area networks ("SD WAN"), Unified Communications and Collaboration ("UC&C") and wavelengths services;

- *Nurture*, which includes our more mature offerings, including ethernet and VPN data networks services;

- *Harvest*, which includes our legacy services managed for cash flow, including Time Division Multiplexing ("TDM") voice, and private line and other legacy services; and

- *Other*, which includes equipment sales, managed and professional service solutions and other services.

We categorize our Mass Markets products and services revenue among the following categories:

- *Fiber Broadband*, under which we provide high speed broadband services to residential and small business customers utilizing our fiber-based network infrastructure;

- *Other Broadband*, under which we provide primarily lower speed broadband services to residential and small business customers utilizing our copper-based network infrastructure; and

- *Voice and Other,* under which we derive revenues from (i) providing local and long-distance voice services, professional services, and other ancillary services, and (ii) federal broadband and state support programs.

From time to time, we may change the categorization of our products and services.

Trends Impacting Our Operations

In addition to the above-described impact of macroeconomic pressures, our consolidated operations have been, and will continue to be, impacted by the following company-wide trends:

- Customers' demand for automated products and services and competitive pressures will require that we continue to invest in new technologies and automated processes to improve the customer experience and reduce our operating expenses.

- The increased use of digital applications, online video, gaming and artificial intelligence has substantially increased demand for robust, scalable network services. We are continuing to enhance our product capabilities and simplify our product portfolio based on demand and profitability taking other steps to enable customers to have access to greater bandwidth.

- Businesses continue to adopt distributed, global operating models. We are expanding and enhancing our fiber network, connecting more buildings to our network to generate revenue opportunities and reducing our reliance upon other carriers.

- Changes in customer preferences and in the regulatory, technological and competitive environment are (i) significantly reducing demand for our more mature service offerings, commoditizing certain of our other offerings, or resulting in volume or rate reductions for other of our offerings and (ii) also creating certain opportunities for us arising out of increased demand for lower latency provided by Edge computing and for faster and more secure data transmissions.

- The operating margins of several of our newer, more technologically advanced services, some of which may connect to customers through other carriers, are lower than the operating margins on our traditional, on-net wireline services.

- Uncertainties regarding our financial performance, leverage and debt covenant compliance have caused, and may continue to cause, certain of our customers and other third parties to reduce or cease transacting business with us.

- Our expenses will be impacted by higher vendor costs, reduced economies of scale and other dis-synergies due to our completed 2022 and 2023 divestitures and any future divestitures.

- Declines in our traditional wireline services and other more mature offerings have necessitated right-sizing our cost structures to remain competitive.

- We have historically generated revenue by entering into transactions that utilize excess conduit, fiber or other assets on our network to create custom networks for our customers. We expect the demand for and size of these transactions to grow. We routinely assess revenue-generating opportunities with respect to these assets through right-of-use agreements, leases or other agreements. We may or may not consummate such transactions from time to time, and the revenue from and obligations associated with any such opportunities may be significant, either individually or in the aggregate. The completion of any future transactions may be subject to customary conditions, and may not be executed in a timely manner, or at all.

Inflation has placed downward pressure on our margins and macroeconomic uncertainties have likely contributed to delayed decision-making by certain of our customers, which are trends that will likely continue to impact us as long as elevated inflation and macroeconomic uncertainties persist. These and other developments and trends impacting our operations are discussed elsewhere in this Item 2.

Results of Operations

In this section, we discuss our overall results of operations and highlight special items that are not included in our segment results. In "Segment Results" we review the performance of our two reporting segments in more detail. Results in this section include the results of our EMEA business prior to its sale on November 1, 2023.

The following table summarizes the results of our consolidated operations for the three and six months ended March 31, 2024 June 30, 2024 and March 31, 2023 June 30, 2023:

		Three Months Ended March 31,	
		2024	2023
		(Dollars in millions, except per share amounts)	
Operating revenue	$	3,290	3,738
Operating expenses		3,245	3,348
Operating income		45	390
Total other income (expense), net		57	290
Income before income taxes		102	680
Income tax expense		45	169
Net income	$	57	511
Basic earnings per common share	$	0.06	0.52
Diluted earnings per common share	$	0.06	0.52

		Three Months Ended June 30,		Six Months Ended June 30,	
		2024	2023	2024	2023
		(Dollars in millions, except per share amounts)			
Operating revenue	$	3,268	3,661	6,558	7,399
Operating expenses		3,133	12,082	6,378	15,430
Operating income (loss)		135	(8,421)	180	(8,031)
Total other (expense) income, net		(176)	(269)	(119)	21
(Loss) income before income taxes		(41)	(8,690)	61	(8,010)
Income tax expense		8	46	53	215
Net (loss) income		(49)	(8,736)	8	(8,225)
Basic (loss) earnings per common share	$	(0.05)	(8.88)	0.01	(8.37)
Diluted (loss) earnings per common share	$	(0.05)	(8.88)	0.01	(8.37)

We have experienced revenue declines, excluding the impact of acquisitions, primarily due to declines in voice and private line customers, switched access rates and minutes of use. More recently, we have experienced declines in revenue derived from the sale of certain of our other products and services. To partially mitigate these revenue declines, we remain focused on efforts to, among other things:

- promote long-term relationships with our customers through bundling of integrated services;
- increase the size, capacity, speed and usage of our networks;
- allocate capital to our most promising strategically important products and services;
- increase revenue from providing our Grow products and services to Business customers and our Quantum Fiber services to Mass Markets customers;
- pursue acquisitions of additional assets or divestitures of non-strategic assets, in each case if available at attractive prices;
- increase optimize prices on our products and services and rationalize products across our portfolio if and when practicable; and

- market our products and services to new customers, and transition existing customers from our legacy products to our newer offerings.

Revenue

The following table summarizes tables summarize our consolidated operating revenue recorded under each of our two segments and in our five above-described revenue sales channels within the Business segment:

		Three Months Ended March 31,										
		Three Months Ended June 30,				% Change						
	2024						% Change					
		(Dollars in millions)										
		(Dollars in millions)										
		(Dollars in millions)										
Business Segment:												
Business Segment:												
Business Segment:												
Large Enterprise												
Large Enterprise												
Large Enterprise		$ 858	911	911	(6)	(6)%	$	837	899	899	(7)	(7) %
Mid-Market Enterprise	Mid-Market Enterprise	486	523	523	(7)	(7)%	Mid-Market Enterprise	478	514	514	(7)	(7)%
Public Sector	Public Sector	420	432	432	(3)	(3)%	Public Sector	448	415	415	8	8 %
Wholesale	Wholesale	730	823	823	(11)	(11)%	Wholesale	723	803	803	(10)	(10)%
International and Other	International and Other	97	279	279	(65)	(65)%	International and Other	91	277	277	(67)	(67)%
Business Segment Revenue	Business Segment Revenue	2,591	2,968	2,968	(13)	(13)%	Business Segment Revenue	2,577	2,908	2,908	(11)	(11)%
Mass Markets Segment Revenue	Mass Markets Segment Revenue	699	770	770	(9)	(9)%	Mass Markets Segment Revenue	691	753	753	(8)	(8)%
Total consolidated operating revenue	Total consolidated operating revenue	$3,290	3,738	3,738	(12)	(12)%	Total consolidated operating revenue	$3,268	3,661	3,661	(11)	(11)%

	Six Months Ended June 30,		
	2024	2023	% Change
	(Dollars in millions)		
Business Segment:			
Large Enterprise	$ 1,695	1,810	(6)%
Mid-Market Enterprise	964	1,037	(7)%
Public Sector	868	847	2 %
Wholesale	1,453	1,626	(11)%
International and Other	188	556	(66)%

Business Segment Revenue	5,168	5,876	(12)%
Mass Markets Segment Revenue	1,390	1,523	(9)%
Total consolidated operating revenue	$ 6,558	7,399	(11)%

Our consolidated operating revenue decreased by $448 million $393 million and $841 millionfor the three and six months ended March 31, 2024 June 30, 2024 as compared to the three and six months ended March 31, 2023 June 30, 2023, $168 million $164 million and $332 million of which was due to the sale of the EMEA business and select CDN contracts in the fourth quarter of 2023. See our segment results below for additional information on the drivers of the remaining decrease in revenue.

Operating Expenses

The following table summarizes tables summarize our operating expenses for the three and six months ended March 31, 2024 June 30, 2024 and 2023:

	Three Months Ended March 31, Three Months Ended June 30,				% Change					% Change
	2024	(Dollars in millions) (Dollars in millions) (Dollars in millions)								
Cost of services and products (exclusive of depreciation and amortization) Cost of services and products (exclusive of depreciation and amortization) Cost of services and products (exclusive of depreciation and amortization)	$ 1,652	1,817	1,817	(9)	(9)%	$ 1,653	1,740	1,740	(5)	(5) %
Selling, general and administrative Selling, general and administrative	823	721	721	14	14 %	Selling, general and administrative 742	790	790	(6)	(6)%
Loss on sale of business	22	77			(71) %					
(Gain) loss on sale of business	(5)	13			nm					
Depreciation and amortization Depreciation and amortization	748	733	733	2	2 %	Depreciation and amortization 743	746	746	—	— %
Goodwill impairment	—	8,793			nm					
Total operating expenses Total operating expenses	$3,133	12,082	12,082	(74)	(74) %					

Total operating expenses			
Total operating expenses	$ 3,245	3,348	(3) %

	Six Months Ended June 30,		
	2024	2023	% Change
	(Dollars in millions)		
Cost of services and products (exclusive of depreciation and amortization)	$ 3,305	3,557	(7)%
Selling, general and administrative	1,565	1,511	4 %
Loss on sale of business	17	90	(81)%
Depreciation and amortization	1,491	1,479	1 %
Goodwill impairment	—	8,793	nm
Total operating expenses	$ 6,378	15,430	(59)%

nmPercentages greater than 200% and comparisons between positive and negative values or to/from zero values are considered not meaningful.

Cost of Services and Products (exclusive of depreciation and amortization)

Cost of services and products (exclusive of depreciation and amortization) decreased by $165 million $87 million and $252 millionfor the three and six months ended March 31, 2024 June 30, 2024 as compared to the three and six months ended March 31, 2023 June 30, 2023. This decrease was These decreases were primarily due to (i) a decrease of approximately $126 million $121 million and $247 million due to the sale of the EMEA business in the fourth quarter of 2023, as well as (ii) reductions of approximately $16 million in facilities costs $51 million and $14 million $65 million in employee-related expense from lower headcount in our retained business. business and (iii) decreased network expenses of $17 million and $14 million, respectively. These decreases were partially offset by increases of approximately $68 million and $52 million from higher facilities costs, as well as increases of approximately $26 million and $30 million from higher equipment and maintenance costs.

Selling, General and Administrative

Selling, general and administrative expenses decreased by $48 million and increased by $102 million $54 million, respectively, for the three and six months ended June 30, 2024 as compared to the three and six months ended June 30, 2023. For the three months ended March 31, 2024 June 30, 2024 as compared to the three months ended March 31, 2023 June 30, 2023, the decrease was due to a $67 million loss as a result of our donation of our Monroe, Louisiana campus in 2023, as well as a decrease of approximately $30 million due to the sale of the EMEA business, partially offset by an increase of $57 million in employee related costs, mostly severance costs incurred in the three months ended June 30, 2024. The For the six months ended June 30, 2024 as compared to the six months ended June 30, 2023, the increase was primarily due to an increase of $143 million in legal and other professional fees, mainly driven by our first quarter 2024 debt transaction, transactions, and an increase of $75 million in employee related expenses, primarily due to severance costs incurred in the second quarter of 2024, partially offset by (i) a decrease of approximately $25 million $67 million loss incurred as a result of our donation of our Monroe, Louisiana campus in 2023, (ii) a decrease of $55 million due to the sale of our the EMEA business, in the fourth quarter of 2023, as well as (iii) recognition of a deferred gain of $22 million on the sale of select CDN contracts in the fourth quarter of 2023. 2023, and (iv) a decrease of $12 million in property and other taxes.

(Gain) Loss on Sale of Business

For a discussion of the (gain) loss on sale of business that we recognized for the three and six months ended March 31, 2023 June 30, 2023, see Note 2—Divestitures of the Latin American, ILEC and EMEA Businesses to our consolidated financial statements in Item 8 of Part II of our Annual Report Form 10-K for the year ended December 31, 2023.

Depreciation and Amortization

The following table provides tables provide detail of our depreciation and amortization expense:

		Three Months Ended March 31,										
		Three Months Ended June 30,			% Change							
	2024						% Change					
		(Dollars in millions)										
		(Dollars in millions)										
		(Dollars in millions)										
Depreciation												
Depreciation												
Depreciation		$476	473	473	1	1 %	$	466	483	483	(4)	(4) %
Amortization	Amortization	272	260	260	5	5 %	Amortization	277	263	263	5	5 %
Total depreciation and amortization	Total depreciation and amortization	$748	733	733	2	2 %	Total depreciation and amortization	$743	746	746	—	— %

	Six Months Ended June 30,		
	2024	2023	% Change
	(Dollars in millions)		
Depreciation	$ 942	956	(1)%
Amortization	549	523	5 %
Total depreciation and amortization	$ 1,491	1,479	1 %

Depreciation expense increased decreased by $3 million $17 million and $14 million for the three and six months ended March 31, 2024 June 30, 2024, as compared to the three and six months ended March 31, 2023 June 30, 2023 primarily due a $12 million increase from accelerated depreciation of CDN assets and an $8 million increase due to decommissioned assets, which were partially offset by a decrease of $16 million due and $32 million, respectively, relating to changes in the depreciation lives of fiber network assets and a decrease of $16 million and $20 million, respectively, relating to a net decline in depreciable assets. These decreases were partially offset by (i) a $6 million and $18 million increase, respectively, from accelerated depreciation of CDN assets, (ii) a $6 million and $12 million increase, respectively, relating to changes made at the beginning of 2024 in the method of depreciation from the group method of depreciation to straight line by individual asset method, and (iii) an increase of $8 million for the six months ended June 30, 2024, as compared to the six months ended June 30, 2023 due to decommissioned assets.

Amortization expense increased by $12 million $14 million and $26 million for the three and six months ended March 31, 2024 June 30, 2024, as compared to the three and six months ended March 31, 2023 June 30, 2023. The increase was These increases were primarily due to an increase of $13 million $18 million and $32 million, respectively, associated with the accelerated amortization of software assets, mostly related to CDN, as well as an increase of $4 million and $17 million, respectively, associated with net increases in amortizable assets as well as $10 million associated with the accelerated amortization of CDN software assets. These increases were partially offset by (i) a $4 million and $8 million decrease, respectively, due to a changed method of amortization as discussed in Note 1— Background "— Change in Accounting Estimates", (ii) a $4 million and $8 million decrease, respectively, related to changes in our CDN customer relationships, and (iii) a $7 million decrease from for the six months ended June 30, 2024, as compared to the six months ended June 30, 2023 due to certain customer relationship intangible assets becoming fully amortized in the second quarter of 2023 and (iii) a $4 million decrease related to CDN customer relationships. 2023.

Further analysis of our segment operating expenses by segment is provided below in "Segment Results."

Goodwill Impairment

We are required to perform impairment tests related to our goodwill annually, which we perform as of October 31, or sooner if an indicator of impairment occurs. The sustained decline in our share price during the second quarter of 2023 was considered a triggering event requiring evaluation of goodwill impairment.

We report under two segments: Business and Mass Markets. As of June 30, 2023, we had three reporting units for goodwill impairment testing, which were (i) Mass Markets, (ii) North America Business ("NA Business") and (iii) Asia Pacific region ("APAC").

When we performed an impairment test during the second quarter of 2023, we concluded that the estimated fair value of certain of our reporting units was less than their carrying value of equity as of our testing date. As a result, we recorded a non-cash, non-tax-deductible goodwill impairment charge aggregating to $8.8 billion in the second quarter of 2023.

See Note 2—Goodwill, Customer Relationships and Other Intangible Assets to our consolidated financial statements in this report for further details on these tests and impairment charges.

Other Consolidated Results

The following table summarizes tables summarize our total other income (expense), net and income tax expense:

		Three Months Ended March 31,											
		Three Months Ended June 30,				% Change							% Change
	2024												
		(Dollars in millions)											
		(Dollars in millions)											
		(Dollars in millions)											
Interest expense													
Interest expense													
Interest expense		$(291)	(279)	(279)	4	4 %	$	(373)	(294)	(294)	27	27 %	
Net gain on early retirement of debt	Net gain on early retirement of debt	275	609	609	(55)	(55) %	Net gain on early retirement of debt	3	9	9	(67)	(67) %	
Other income (expense), net	Other income (expense), net	73	(40)	(40)	nm	nm	Other income (expense), net	194	16	16	nm	nm	
Total other income, net		$ 57		290		(80) %							
Total other (expense) income, net		$(176)		(269)		(35) %							
Income tax expense	Income tax expense	$ 45	169	169	(73)	(73) %	Income tax expense	$ 8	46	46	(83)	(83) %	

	Six Months Ended June 30,		
	2024	2023	% Change
	(Dollars in millions)		
Interest expense	$ (664)	(573)	16 %
Net gain on early retirement of debt	278	618	(55)%
Other income (expense), net	267	(24)	nm

Total other (expense) income, net	$ (119)	21	nm
Income tax expense	$ 53	215	(75)%

nm Percentages greater than 200% and comparisons between positive and negative values or to/from zero values are considered not meaningful.

Interest Expense

Interest expense increased by $12 million $79 million and $91 millionfor the three and six months ended March 31, 2024 June 30, 2024 as compared to the three and six months ended March 31, 2023 June 30, 2023. The increase was These increases were due to the increase in the average interest rate from 5.73% (i) 6.01% to 7.74% for the three months ended March 31, 2023 June 30, 2023 compared to 6.59% for the three months ended March 31, 2024 June 30, 2024 and (ii) 5.85% to 6.99%, which was for the six months ended June 30, 2023 compared to the six months ended June 30, 2024. These increases were partially offset by a decrease of approximately $1 billion, in average outstanding long-term debt of approximately $900 million. for both the three and six months ended June 30, 2024 as compared to the three and six months ended June 30, 2023.

Net Gain on Early Retirement of Debt

For a discussion of the TSA Transactions certain transactions that resulted in the net gain on debt we recognized for the three and six months ended March 31, 2024 June 30, 2024, see Note 5—Long-Term Debt and Credit Facilities. See Note 7—Long-Term Debt and Credit Facilities to our consolidated financial statements in Item 8 of Part II of our Annual Report Form 10-K for the year ended December 31, 2023 for discussion of the 2023 exchange offers that resulted in the net gain on debt recognized for the three months and six months ended March 31, 2023 June 30, 2023.

Other Income (Expense), Net

Other income (expense), net reflects certain items not directly related to our core operations, including (i) components of net periodic pension and post-retirement benefit costs, (ii) foreign currency gains and losses, (iii) our share of income from partnerships we do not control, (iv) interest income, (v) gains and losses from non-operating asset dispositions, (vi) income from transition and separation services provided by us to the purchasers of our divested businesses and (vii) other non-core items.

	Three Months Ended March 31,	
	2024	2023
	(Dollars in millions)	
Pension and post-retirement net periodic expense	$ (39)	(39)
Foreign currency (loss) gain	(12)	2
Gain (loss) on investment in limited partnership	20	(61)
Loss on investment in equity securities	—	(19)
Transition and separation services	35	49
Interest income	58	13
Other	11	15
Total other income (expense), net	$ 73	(40)

See Note 9—Fair Value of Financial Instruments for more information regarding the losses recognized on our investments in equity securities and a limited partnership.

	Three Months Ended June 30,	Six Months Ended June 30,

	2024	2023	2024	2023
	(Dollars in millions)			
Pension and post-retirement net periodic expense	$ (37)	(39)	(76)	(78)
Foreign currency (loss) gain	(2)	10	(14)	12
Gain on sale of investment	205	—	205	—
Gain (loss) on investment in limited partnership	(23)	2	(3)	(59)
Transition and separation services	35	37	70	86
Interest income	14	4	72	17
Other	2	2	13	(2)
Total other income, net	$ 194	16	267	(24)

Income Tax Expense

For the three and six months ended March 31, 2024 June 30, 2024, our effective income tax rate was 44.1% (19.5)% and 86.9%, respectively, including an unfavorable impact of interest on our uncertain tax position reserves, and for reserves. For the three and six months ended March 31, 2023 June 30, 2023, our effective income tax rate was 24.9%. (0.5)% and (2.7)%, respectively, which included a $1.8 billion unfavorable impact of a non-deductible goodwill impairment and a $11 million unfavorable impact as a result of our donating our Monroe, Louisiana campus.

Segment Results

General

Reconciliation of segment revenue to total operating revenue is below. The results presented in this section include results of our EMEA business prior to its sale on November 1, 2023:

	Three Months Ended March 31,					
	Three Months Ended June 30,		Six Months Ended June 30,			
	2024	2024	2023	2024	2023	2024	2023
	(Dollars in millions)		(Dollars in millions)		(Dollars in millions)		
Operating revenue							
Business							
Business							
Business							
Mass Markets							
Total operating revenue							

Reconciliation of segment EBITDA to total adjusted EBITDA is below:

	Three Months Ended March 31,						
	Three Months Ended June 30,			Six Months Ended June 30,			
	2024	2024	2023	2024	2023	2024	2023
	(Dollars in millions)		(Dollars in millions)		(Dollars in millions)		

Net income
Net (loss) income
Income tax expense
Total other income, net
Total other expense (income), net
Depreciation and amortization expense
Stock-based compensation expense
Goodwill impairment
Stock-based compensation (credit) expense
Total adjusted EBITDA
Business segment adjusted EBITDA
Mass Markets segment adjusted EBITDA
Other unallocated amounts

For additional information on our reportable segments and product and services categories, see Note 3—Revenue Recognition and Note 10—Segment Information to our consolidated financial statements in Item 1 of Part I of this report.

Business Segment

		Three Months Ended March 31, 2024		2023	% Change	% Change	Three Months Ended June 30,	2024		2023	% Change	% Change
Business Segment Product Categories:												
Business Segment Product Categories:												
Business Segment Product Categories:												
Grow												
Grow												
Grow		$ 1,059	1,134	1,134	(7)	(7)%	$	1,063	1,144	1,144	(7)	(7) %
Nurture	Nurture	777	913	913	(15)	(15)%	Nurture	751	874	874	(14)	(14)%
Harvest	Harvest	582	706	706	(18)	(18)%	Harvest	566	691	691	(18)	(18)%
Other	Other	173	215	215	(20)	(20)%	Other	197	199	199	(1)	(1)%
Total segment revenue	Total segment revenue	2,591	2,968	2,968	(13)	(13)%	Total segment revenue	2,577	2,908	2,908	(11)	(11)%
Expenses:												
Total segment expense												
Total segment expense												
Total segment expense		1,236	1,373	1,373	(10)	(10)%		1,218	1,343	1,343	(9)	(9) %
Total segment adjusted EBITDA	Total segment adjusted EBITDA	$ 1,355	1,595	1,595	(15)	(15)%	adjusted EBITDA	$1,359	1,565	1,565	(13)	(13)%

	Six Months Ended June 30, 2024	2023	% Change
	(Dollars in millions)		
Business Segment Product Categories:			

Grow	$	2,122	2,278	(7)%
Nurture		1,528	1,787	(14)%
Harvest		1,148	1,397	(18)%
Other		370	414	(11)%
Total segment revenue		5,168	5,876	(12)%
Expenses:				
Total segment expense		2,454	2,716	(10)%
Total segment adjusted EBITDA	$	2,714	3,160	(14)%

Three and six months ended March 31, 2024 June 30, 2024 compared to the same period periods ended March 31, 2023 June 30, 2023

Business segment revenue decreased $377 million $331 million and $708 millionfor the three and six months ended March 31, 2024 June 30, 2024 as compared to March 31, 2023 June 30, 2023. Approximately $168 million $164 million and $332 million, for the three and six months ended June 30, 2024, respectively, of this decrease these decreases was due to the sale of the EMEA business and select CDN contracts in the fourth quarter of 2023. More specifically, within each product category: category for the three and six months ended June 30, 2024 as compared to the comparable period ended June 30, 2023:

- Grow decreased by $75 million for the three months ended March 31, 2024 compared to March 31, 2023 $81 million and $156 million, due to a decrease of approximately $81 million and $162 million associated with the sale of the EMEA business. This decline was Additionally, for the three and six months ended June 30, 2024, wavelength products declined by $19 million and $35 million. These declines for the three and six months ended June 30, 2024 were partially offset by growth in IP services of $35 million $26 million and $61 million;

- Nurture decreased by $136 million for the three months ended March 31, 2024 compared to March 31, 2023 $123 million and $259 million, approximately $27 million and $54 million of which was attributable to the sale of the EMEA business. The remainder of the decline is declines are principally attributable to declines in traditional VPN services of $78 million $64 million and $142 million and declines in Ethernet services of $35 million; $29 million and $64 million, for the three and six months June 30, 2024 as compared to the comparable periods ended June 30, 2023, respectively;

- Harvest decreased by$124 million for the three months ended March 31, 2024 compared to March 31, 2023 by $125 million and $249 million, approximately $24 million $26 million and $50 million of which was attributable to the above-mentioned sale of the EMEA business. The remainder of the decline is principally attributable to an $80 million a $79 million and $159 million decline in legacy voice and private line services; and

- Other decreased by $42 millionfor the three months ended March 31, 2024 compared to March 31, 2023 $2 million and $44 million, approximately $29 million $22 million and $51 million of which was attributable to the above-mentioned sale of select CDN contracts, and $14 million of which is due to lower equipment revenue, which was partially offset by a $12 million $20 million and $32 million increase in managed and professional services.

Business segment expense decreased by $137 million $125 million and $262 millionfor the three and six months ended March 31, 2024 June 30, 2024, respectively, as compared to the three and six months ended March 31, 2023 June 30, 2023 primarily driven by (i) a decrease of $53 million $67 million and $120 million due to the above-mentioned sale of the EMEA business and select CDN contracts, and an $86 million (ii) a $93 million reduction in overall network expense. expense for the six months ended June 30, 2024 as compared to the six months ended June 30, 2023, and (iii) a decrease of $39 million in employee-related costs for the three months ended June 30, 2024 as compared to the three months ended June 30, 2023.

Business segment adjusted EBITDA as a percentage of segment revenue was 52% 53%for each of the three and six months ended March 31, 2024 June 30, 2024, and 54% for each of the three and six months ended March 31, 2023 June 30, 2023.

Mass Markets Segment

		Three Months Ended March 31,			% Change			Three Months Ended June 30,			% Change	
Mass Markets Product Categories:												
Mass Markets Product Categories:												
Mass Markets Product Categories:												
Fiber Broadband												
Fiber Broadband												
Fiber Broadband		$ 170	152	152	12	12 %	$	181	158	158	15	15 %
Other Broadband	Other Broadband	315	369	369	(15)	(15)%	Other Broadband	298	355	355	(16)	(16)%
Voice and Other	Voice and Other	214	249	249	(14)	(14)%	Voice and Other	212	240	240	(12)	(12)%
Total segment revenue	Total segment revenue	699	770	770	(9)	(9)%	Total segment revenue	691	753	753	(8)	(8)%
Expenses:												
Total segment expense												
Total segment expense												
Total segment expense		323	356	356	(9)	(9)%		328	360	360	(9)	(9) %
Total segment adjusted EBITDA	Total segment adjusted EBITDA	$ 376	414	414	(9)	(9)%	Total segment adjusted EBITDA	$363	393	393	(8)	(8)%

	Six Months Ended June 30,		
	2024	2023	% Change
	(Dollars in millions)		
Mass Markets Product Categories:			
Fiber Broadband	$ 351	310	13 %
Other Broadband	613	724	(15)%
Voice and Other	426	489	(13)%
Total segment revenue	1,390	1,523	(9)%
Expenses:			
Total segment expense	651	716	(9)%
Total segment adjusted EBITDA	$ 739	807	(8)%

Three and six months ended March 31, 2024 June 30, 2024 compared to the same period periods ended March 31, 2023 June 30, 2023

Mass Markets segment revenue decreased $71 million $62 million and $133 million for the three and six months ended March 31, 2024 June 30, 2024, respectively, as compared to March 31, 2023 the three and six months ended June 30, 2023. More specifically, within each product category:

- Fiber Broadband revenue increased $18 million $23 million and $41 million, primarily driven by growth in the number of fiber customers associated with our continued increase in enabled locations from our Quantum Fiber buildout;

- Other Broadband revenue decreased $54 million $57 million and $111 million, primarily due to fewer customers for our lower speed copper-based broadband services;

- Voice and Other declined $35 million decreased $28 million and $63 million, principally due to the continued loss of copper-based voice customers.

Mass Markets segment expense decreased $33 million $32 million and $65 millionfor the three and six months ended March 31, 2024 June 30, 2024, respectively, as compared to the three and six months ended March 31, 2023 June 30, 2023 primarily driven by a $14 million decrease of $16 million and $29 million in professional fees, a decrease of $20 million and $27 million in employee costs, and an increase of $6 million and $20 million in capitalized expenses related to our Quantum Fiber buildout, a decrease of $13 million in professional fees and $7 million in employee costs, buildout. These drivers were partially offset by an $11 million increase of $10 million and $21 million in marketing and advertising expense.

Mass Markets segment adjusted EBITDA as a percentage of segment revenue was 54% 53% for both the three and six months ended March 31, 2024 June 30, 2024, respectively, and 52% and 53% for the three and six months ended March 31, 2023. June 30, 2023, respectively.

Liquidity and Capital Resources

Overview of Sources and Uses of Cash

We are a holding company that is dependent on the capital resources of our subsidiaries to satisfy our parent company liquidity requirements. Several of our significant operating subsidiaries have borrowed funds either on a standalone basis or as part of a separate restricted group with certain of its subsidiaries or affiliates. The terms of the instruments governing the indebtedness of these borrowers or borrowing groups may restrict our ability to access their accumulated cash. In addition, our ability to access the liquidity of these and other subsidiaries may be constrained by tax, legal and other limitations.

At March 31, 2024 June 30, 2024, we held cash and cash equivalents of $1.6 billion $1.5 billion. As of March 31, 2024 June 30, 2024 we had $715 million $739 million of borrowing capacity available under our approximately $1.0 billion of revolving credit facilities, net of undrawn letters of credit issued to us thereunder. We typically use our revolving credit facilities as a source of liquidity for operating activities and our other cash requirements. We had approximately $60 $56 million of cash and cash equivalents outside the United States at March 31, 2024 June 30, 2024. We currently believe that there are no material restrictions on our ability to repatriate cash and cash equivalents into the United States, and that we may do so without paying or accruing U.S. taxes. We do not currently intend to repatriate to the United States any of our foreign cash and cash equivalents from operating entities.

Our executive officers and our Board of Directors review our sources and potential uses of cash in connection with our annual budgeting process and throughout the year as circumstances warrant. Generally speaking, our principal funding source is cash from operating activities, and our principal cash requirements include operating expenses, capital expenditures, income taxes, debt payments, periodic securities repurchases, periodic pension contributions and other benefits payments. The impact of the divestitures of our Latin American, ILEC and EMEA businesses is further described below.

Based on our current capital allocation objectives, for the full year 2024 we project approximately $2.7 billion $3.1 billion to $2.9 billion $3.3 billion of capital expenditures.

For the 12 month period ending March 31, 2025 June 30, 2025, we project that our fixed commitments will include (i) $52 $66 million of scheduled term loan amortization payments, and (ii) $34 million $35 million of finance lease and other fixed payments. payments and (iii) $91 million of debt maturities.

We will continue to monitor our future sources and uses of cash, and anticipate that we will make adjustments to our capital allocation strategies when, as and if determined by our executive officers and our Board of Directors. We may also draw on our revolving credit facilities as a source of liquidity for operating activities and to give us additional flexibility to finance our capital investments, payments of debt, pension contributions and other cash requirements.

For additional information, see "Risk Factors—Financial Risks" in Item 1A of Part I of our Annual Report on Form 10-K for the year ended December 31, 2023.

Impact of the Recent Divestitures of the Latin American, ILEC and EMEA Business

As discussed in Note 2—Divestitures of the Latin American, ILEC and EMEA Businesses in Item 8 of Part II of our Annual Report on Form 10-K for the year ended December 31, 2023, we sold our Latin American, ILEC and EMEA Businesses on August 1, 2022, October 3, 2022 and November 1, 2023, respectively. As further described elsewhere herein, these Those transactions have provided us with a substantial amount of cash proceeds but have also reduced our base of income-generating assets that generate our recurring cash from operating activities. For a discussion of the impact of our divestitures upon our federal income taxes, see "Liquidity and Capital Resources–Federal Income Tax Obligations."

In the fourth quarter of 2023, we sold substantially all of our content delivery network service contracts. In the second quarter of 2024, we sold our non-controlling interest in an investment in exchange for $250 million of pre-tax cash proceeds.

Capital Expenditures

We incur capital expenditures on an ongoing basis to expand and improve our service offerings, enhance and modernize our networks and compete effectively in our markets. We evaluate capital expenditure projects based on a variety of factors, including expected strategic impacts (such as forecasted impact on revenue growth, productivity, expenses, service levels and customer retention) and our expected return on investment. The amount of our capital investment is influenced by, among other things, current and projected demand for our services and products, our network requirements, cash flow generated by operating activities, cash required for debt service and other purposes, regulatory considerations (such as governmentally-mandated infrastructure buildout requirements) and the availability of requisite supplies, labor and permits.

Our capital expenditures continue to be focused on enhancing network operating efficiencies, developing new services, and expanding our fiber network, including our Quantum Fiber buildout plan. A portion of our 2024 capital expenditures will also be focused on replacing aged network assets. For more information on our capital spending, see (i) "—Overview of Sources and Uses of Cash " above, (ii) "Cash Flow Activities—Investing Activities" below and (iii) Item 1 of Part I of our Annual Report on Form 10-K for the year ended December 31, 2023.

Debt Instruments and Financing Arrangements

Debt Instruments

On March 22, 2024, Lumen completed the TSA Transactions with a group of Consenting Debtholders representing over $15 billion of Lumen's outstanding consolidated long-term debt to, among other things, extend maturities of the debt instruments of the Company Lumen and Level 3 Financing, Inc. and provide access to approximately $1.0 billion of new Lumen revolving credit facilities maturing in 2028 to replace Lumen's former $2.2 billion revolving credit facility. In addition, Level 3 Financing, Inc. privately placed $1.575 billion aggregate principal amount of newly-issued first lien notes. For more information, see Note 5 to the financial statements included in Item 1 Part I of this report.

At March 31, 2024 June 30, 2024, we had:

- $13.0 billion of outstanding consolidated secured indebtedness;
- $6.2 6.1 billion of outstanding consolidated unsecured indebtedness (excluding (i) finance lease obligations, (ii) unamortized premiums, net, and (iii) unamortized debt issuance costs); and
- approximately $715 million $739 million of unused borrowing capacity under our revolving credit facilities, as discussed further below.

Under its credit agreements dated March 22, 2024, Lumen maintained at March 31, 2024 June 30, 2024 (i) approximately $1.0 billion of superpriority revolving credit facilities, under which it owed none as of such date and had approximately $241 million $217 million of letters of credit issued and undrawn as of such date, and (ii) approximately $3.6 billion of drawn superpriority term loan facilities. Under its credit agreement dated March 22, 2024, Level 3 Financing, Inc. maintained at March 31, 2024 June 30, 2024, $2.4 billion of drawn secured term loan facilities. For additional information, see (i) "—Overview of Sources and Uses of Cash," (ii) Note 5—Long-Term Debt and Credit Facilities to our consolidated financial statements in Item 1 of Part I of this report and (iii) Note 7—Long-Term Debt and Credit Facilities in Item 8 of Part II of our Annual Report on Form 10-K for the year ended December 31, 2023.

At March 31, 2024 June 30, 2024, we had $270 million $221 million undrawn letters of credit outstanding, $241 million $217 million of which were issued under our revolving credit facilities, $27 million $2 million of letters of credit outstanding under our $225 million uncommitted letter of credit facility and $2 million of which were issued under a separate facility maintained by one of our subsidiaries (the full amount of which is collateralized by cash that is reflected on our consolidated balance sheets as restricted cash within other assets) Other, net under Goodwill and Other Assets).

In addition to indebtedness under their March 22, 2024 credit agreements, Lumen and Level 3 Financing, Inc. are indebted under their respective outstanding senior notes, and several certain of Lumen's other subsidiaries are indebted under their respective outstanding senior notes.

For additional information on the terms and conditions of our debt instruments, of ours and our subsidiaries, including financial and operating covenants, see (i) Note 5—Long-Term Debt and Credit Facilities to our consolidated financial statements in Item 1 of Part I of this report, (ii) "—Other Matters" below, and (iii) our Current Report on Form 8-K dated March 22, 2024.

Future Financings and Debt Reduction Transactions

Subject to market conditions, we plan to continue to issue debt securities from time to time in the future to refinance a substantial portion of our maturing debt, including issuing debt securities of certain of our subsidiaries to refinance their maturing debt to the extent permitted under our debt covenants and consistent with our capital allocation strategies. The availability, interest rate and other terms of any new borrowings will depend on the ratings assigned by credit rating agencies, among other factors.

As of the filing date of this report, the credit ratings for the senior secured and unsecured debt of Lumen Technologies, Inc., Level 3 Financing, Inc. and Qwest Corporation were as follows:

Borrower	Moody's Investors Service, Inc.	Standard & Poor's	Fitch Ratings
Lumen Technologies, Inc.:			
Unsecured	Ca	CCC-	CCC
Secured	Caa2/Caa3	B	B+
Level 3 Financing, Inc.			
Unsecured	Caa2	CCC-	CCC-
Secured	B3/Caa2	B/B-	B+/CCC
Qwest Corporation:			
Unsecured	Caa3	B-	B+

Our credit ratings are reviewed and adjusted from time to time by the rating agencies. Any future changes in the senior unsecured or secured debt ratings of us or our subsidiaries could impact our access to capital or borrowing costs. We cannot provide any assurances that we will be able to borrow additional funds on favorable terms, or at all. See "Risk Factors—Financial Risks" in Item 1A of Part I of our Annual Report on Form 10-K for the year ended December 31, 2023.

Potential Transactions Impacting Liquidity

Subsequent to the end of the second quarter 2024, we announced that we recently sold $5 billion in new Private Connectivity Fabric[SM] solutions. The majority of cash from these agreements is expected to be received over the next 3 to 4 years. We will incur certain material expenditures in connection with these custom network agreements, and the majority of such expenditures are also expected to be made over the next 3 to 4 years. The payments we actually make and receive may vary materially from what we expect and will depend, among other things, on the timing of our delivery and installation of the services.

From time to time over the past couple of years, we have engaged in various debt refinancings, redemptions, tender offers, exchange offers, open market purchases and other transactions designed principally to reduce our consolidated indebtedness, extend our debt maturities, improve our financial flexibility or otherwise enhance our debt profile. Subject to market conditions, restrictions under our debt covenants, and other limitations, we expect to opportunistically pursue similar transactions in the future to the extent feasible. See Note 5—Long-Term Debt and Credit Facilities for additional information.

Federal Income Tax Obligations

As of December 31, 2023, Lumen Technologies had approximately $800 million of federal NOLs net operating loss carryforwards ("NOLs") which, for U.S. federal income tax purposes, may be used to offset future taxable income. These NOLs are primarily related to federal NOLs we acquired through the Level 3 acquisition on November 1, 2017 and are subject to limitations under Section 382 of the Internal Revenue Code of 1986, as amended ("Section 382"). We maintain a Section 382 rights agreement designed to safeguard through late 2026 our ability to use those NOLs. We utilized a substantial portion of our previously available NOLs to offset taxable gains generated by the completion of our 2022 divestitures. As a result, We expect to use substantially all of our remaining NOLs in future periods in accordance with Section 382's annual limitations, although we cannot assure this. See "Risk Factors—Financial Risks—We may not be able to fully utilize our NOLs" in Item 1A of Part I of our Annual Report on Form 10-K for the year ended December 31, 2023. For these reasons, we anticipate that our cash income tax liability will increase in future periods.

In January 2024, we received a federal income tax cash refund of $729 million, including interest. The amounts of our near-term future tax payments will depend upon many factors, including our future earnings and tax circumstances and the impact of any potential corporate tax reform legislation or taxable transactions.

Although we expect to use substantially all of our remaining NOLs in future periods in accordance with Section 382's annual limitations, we cannot assure this. See "Risk Factors—Financial Risks—We may not be able to fully utilize our NOLs" in Item 1A of Part I of our Annual Report on Form 10-K for the year ended December 31, 2023.

In August 2022, the Inflation Reduction Act was signed into law, which, among other things, implemented a corporate alternative minimum tax ("CAMT") on adjusted financial statement income effective for tax periods occurring after December 31, 2022. The CAMT had no material impact on our financial results as of December 31, 2023. In addition, the Organization for Economic Co-operation and Development has issued Pillar Two model rules introducing a new global minimum tax of 15% intended to be effective on January 1, 2024. While the U.S. has not yet adopted the Pillar Two rules, various other governments around the world are enacting legislation, some of which are effective for tax periods after December 31, 2023. While the global minimum tax will increase our administrative and compliance burdens, we expect that it will have an immaterial impact on our financial statements for the tax period ending December 31, 2024.

Stock Repurchases

Effective November 2, 2022, our Board of Directors authorized a two-year program to repurchase up to an aggregate of $1.5 billion of our outstanding common stock (the "November 2022 stock repurchase program"). During the three six months ended March 31, 2024 June 30, 2024, we did not repurchase any shares of our outstanding common stock under this program. As of March 31, 2024 June 30, 2024, we were are authorized to purchase up to an aggregate of $1.3 billion of our outstanding common stock under this program. We currently do not plan to purchase any shares of our outstanding common stock under this program in the near term. program.

Pension and Post-retirement Benefit Obligations

We are subject to material obligations under our existing defined benefit pension plans and post-retirement benefit plans. At December 31, 2023, the accounting unfunded status of our qualified and non-qualified defined benefit pension plans and our qualified post-retirement benefit plans was $769 million and $1.9 billion, respectively. For additional information about our pension and post-retirement benefit arrangements, see "Critical Accounting Policies and Estimates—Pension and Post-retirement Benefits" in Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2023 and ; also see Note 11—Employee Benefits to our consolidated financial statements in Item 8 of Part II of the same report.

Benefits paid by our Combined Pension Plan are paid through the trust that holds the Combined Pension Plan's assets. Based on current laws and circumstances, we do not expect any contributions to be required for our Combined Pension Plan during 2024. The amount of required contributions to our Combined Pension Plan in 2025 and beyond will depend on a variety of factors, most of which are beyond our control, including earnings on plan investments, prevailing interest rates, demographic experience, changes in plan benefits and changes in funding laws and regulations. We occasionally make voluntary contributions to our plans in addition to required contributions and reserve the right to do so in the future. We last made a voluntary contribution to the trust for our Combined Pension Plan during 2018. We currently do not expect to make a voluntary contribution in 2024.

Substantially all of our post-retirement health care and life insurance benefits plans are unfunded and are paid by us with available cash. Based on our most recent estimates, we expect to pay $193 million of post-retirement benefits, net of participant contributions and direct subsidies, for the full year 2024. For additional information on our expected future benefits payments for our post-retirement benefit plans, please see Note 11—Employee Benefits to our consolidated financial statements in Item 8 of Part II of our Annual Report Form 10-K for the year ended December 31, 2023.

Our pension plan contains provisions that allow us, from time to time, to offer lump sum payment options to certain former employees in settlement of their future retirement benefits. We record an accounting settlement charge, consisting of the recognition of certain deferred costs of the pension plan, associated with these lump sum payments only if, in the aggregate, they exceed the sum of the annual service and interest costs for the plan's net periodic pension benefit cost, which represents the settlement accounting threshold. Please see See Note 11—Employee Benefits to our consolidated financial statements in Item 8 of Part II of our Annual Report Form 10-K for the year ended December 31, 2023 for additional information.

For 2024, our expected annual long-term rate of return on the pension plan assets is 6.5%. However, actual returns, if any, could be substantially different.

See Note 7—Employee Benefits to our consolidated financial statements in Item 1 of Part I of this report for more information.

Future Contractual Obligations

For information regarding our estimated future contractual obligations, see the MD&A discussion included in Item 7 of Part II of our Annual Report on Form 10-K for the year ended December 31, 2023.

Federal Broadband Support Programs

In January 2020, the FCC created the Rural Digital Opportunity Fund ("RDOF") program, a federal support program designed to fund broadband deployment in rural America. For the first phase of this program, RDOF Phase I, the FCC ultimately awarded $6.4 billion in support payments to be paid in equal monthly installments over 10 years. We were awarded RDOF funding in several of the states in which we operate and began receiving monthly support payments during the second quarter of 2022. We received approximately $17 million in annual RDOF Phase I support payments during 2023 and expect to receive this same amount each year thereafter during the program period.

For additional information on these programs, see (i) Note 4—Revenue Recognition to our consolidated financial statements in Item 8 of Part II of our Annual Report on Form 10-K for the year ended December 31, 2023, (ii) "Business—Regulation of Our Business" in Item 1 of Part I of the same Annual Report and (iii) "Risk Factors—Legal and Regulatory Risks" in Item 1A of Part I of the same Annual Report.

Federal officials have proposed changes to current programs and laws that could impact us, including proposals designed to increase broadband access, increase competition among broadband providers, lower broadband costs and increase broadband regulation. In late 2021, the U.S. Congress enacted legislation that appropriated $65 billion to improve broadband affordability and access, primarily through federally funded state grants. As of the date of this report, various state and federal agencies are continuing to take steps to make this funding available to eligible applicants, including us. Although, it remains premature to speculate on the ultimate impact of this legislation on us, we anticipate that the release of this funding would increase competition for broadband customers in newly-served areas.

On April 25, 2024, the FCC re-adopted net neutrality adopted "net neutrality" rules similar regulating broadband internet services as "telecommunications services" in a manner comparable to those rules in effect between 2015 and 2018. These It is unclear if currently pending legal challenges of these rules are expected will succeed. If the rules withstand these challenges, it is also unclear how the FCC will implement and enforce them. We remain committed to take effect mid-year, subject providing open and robust broadband services to all our customers regardless of the outcome applicable regulatory regime. Nonetheless, it is possible that implementation of any these new rules could impact our operational, legal challenges. and compliance costs.

Cash Flow Activities

The following table summarizes our consolidated cash flow activities for the three six months ended March 31, 2024 June 30, 2024 and 2023.

	Three Months Ended March 31,	$ Change	Six Months Ended June 30,	$ Change
	(Dollars in millions)		(Dollars in millions)	
Net cash provided by operating activities				
Net cash used in investing activities				
Net cash used in financing activities				
Net cash (used in) provided by financing activities				

Operating Activities

Net cash provided by operating activities increased by $507 million $1.1 billion for the three six months ended March 31, 2024 June 30, 2024 as compared to the three six months ended March 31, 2023 June 30, 2023 primarily due to our federal income tax cash refund of $729 million, including interest, received in first quarter of 2024. This increase was partially offset by a decrease in net income adjusted for non-cash expenses and gains, partly as a result of the sale of our EMEA business in late 2023. Cash provided by operating activities is subject to variability period over period as a result of timing differences, including with respect to the collection of receivables and payments of interest expense, accounts payable and bonuses.

For additional information about our operating results, see "Results of Operations" above.

Investing Activities

Net cash used in investing activities increased decreased by $82 $211 million for the three six months ended March 31, 2024 June 30, 2024 as compared to the three six months ended March 31, 2023 June 30, 2023 primarily due to the gross proceeds from the sale of an increase in capital expenditures. investment.

Financing Activities

Net cash used in (used in) provided by financing activities increased changed by $974 million $1.2 billion for the three six months ended March 31, 2024 June 30, 2024 as compared to the three six months ended March 31, 2023 June 30, 2023 primarily due to the payments of long-term debt and associated costs and fees, partially offset by proceeds from issuance of long-term debt.

See Note 5—Long-Term Debt and Credit Facilities to our consolidated financial statements in Item 1 of Part I of this report for additional information on our outstanding debt securities.

Other Matters

We have cash management and loan arrangements with a majority of our income-generating subsidiaries, in which a substantial portion of the aggregate cash of those subsidiaries' subsidiaries is periodically advanced or loaned to us or our service company affiliate. Although we periodically repay these advances to fund the subsidiaries' cash requirements throughout the year, at any given point in time we may owe a substantial sum to our subsidiaries under these arrangements. In accordance with generally accepted accounting principles, these arrangements are reflected in the balance sheets of our subsidiaries but are eliminated in consolidation and therefore not recognized on our consolidated balance sheets. For additional information, see "Risk Factors" in Item 1A of Part II of this report.

Our network includes some residual lead-sheathed copper cables installed years ago. These lead-sheathed cables constitute a small portion of our network. Due to media coverage over the past year of potential health and environmental risks associated with these cables, we anticipate incurring certain investigative costs. We also may incur other costs from related proceedings, including litigation, regulatory initiatives, and remediation. As March 31, 2024 June 30, 2024, we have not accrued for any such potential costs and will only accrue when such costs are probable and reasonably estimable. For additional information about related litigation and potential risks, see Note 11—Commitments, Contingencies and Other Items to our consolidated financial statements in Item 1 of Part I of this report, and the risk factor disclosures incorporated by reference herein under “Risk Factors” in Item 1A of Part II of this report.

We are also involved in various legal proceedings that could substantially impact our financial position. See Note 11—Commitments, Contingencies and Other Items to our consolidated financial statements in Item 1 of Part I of this report for additional information.

Market Risk

As of March 31, 2024 June 30, 2024, we were exposed to market risk from changes in interest rates on our variable rate long-term debt obligations and fluctuations in certain foreign currencies.

Management periodically reviews our exposure to interest rate fluctuations and periodically implements strategies to manage the exposure. From time to time, we have used derivative instruments to swap our exposure to variable interest rates for fixed interest rates. We have established policies and procedures for risk assessment and the approval, reporting and monitoring of derivative instrument activities. As of March 31, 2024 June 30, 2024, we did not hold or issue derivative financial instruments for trading or speculative purposes.

As of March 31, 2024 June 30, 2024, we had approximately $6.1 billion aggregate principal amount of debt bearing unhedged floating rate debt interest rates based on the secured overnight financing rate ("SOFR"). A hypothetical increase of 100 basis points in SOFR relating to our $6.1 billion of unhedged floating rate debt would, among other things, decrease our annual pre-tax earnings by approximately $61 million.

We conduct a small portion of our business in currencies other than the U.S. dollar, the currency in which our consolidated financial statements are reported. Prior to the November 1, 2023 divestiture of our EMEA business, certain of our former European subsidiaries used the local currency as their functional currency, as the majority of their sales and purchases were transacted in their local currencies. Although we continue to evaluate strategies to mitigate risks related to the effect of fluctuations in currency exchange rates, we will likely recognize gains or losses from international transactions. Accordingly, changes in foreign currency rates relative to the U.S. dollar could positively or negatively impact our operating results.

Certain shortcomings are inherent in the method of analysis presented in the computation of exposures to market risks. Actual values may differ materially from those disclosed by us from time to time if market conditions vary from the assumptions used in the analyses performed. These analyses only incorporate the risk exposures that existed at March 31, 2024 June 30, 2024.

Other Information

Our website is www.lumen.com. We routinely post important investor information in the "Investor Relations" section of our website at *ir.lumen.com*. We also use our website to webcast our earnings calls and certain of our meetings with investors or other members of the investment community. The information contained on, or that may be accessed through, our website is not part of this quarterly report. You may obtain free electronic copies of annual reports on Form 10-K, quarterly reports on Form 10-Q, and current reports on Form 8-K filed by us or our affiliates Level 3 Parent, LLC and Qwest Corporation, and all amendments to those reports, in the "Investor Relations" section of our website (*ir.lumen.com*) under the headings "FINANCIALS" and "SEC Filings." These reports are available on our website as soon as reasonably practicable after they are electronically filed with the SEC. From time to time, we also use our website to webcast our earnings calls and certain of our meetings with investors or other members of the investment community.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

See "Liquidity and Capital Resources—*Market Risk*" in Item 2 of Part I above.

ITEM 4. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

We maintain disclosure controls and procedures (as defined in Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934 (the “Exchange Act”)) designed to provide reasonable assurance that the information required to be disclosed by us in the reports we file or furnish under the

Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms. These include controls and procedures designed to ensure this information is accumulated and communicated to our senior management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. Management, with the participation of our President and Chief Executive Officer, Kate Johnson, and our Executive Vice President and Chief Financial Officer, Chris Stansbury, evaluated the effectiveness of our disclosure controls and procedures as of March 31, 2024 June 30, 2024. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded our disclosure controls and procedures were effective, as of March 31, 2024 June 30, 2024, in providing reasonable assurance the information required to be disclosed by us in this report was accumulated and communicated in the manner provided above.

Changes in Internal Control Over Financial Reporting

There have been no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) that occurred during the first second quarter of 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations of Internal Controls

The effectiveness of our or any system of disclosure controls and procedures is subject to certain limitations, including the exercise of judgment in designing, implementing and evaluating the controls and procedures, the assumptions used in identifying the likelihood of future events and the inability to eliminate misconduct completely. As a result, there can be no assurance that our disclosure controls and procedures will detect all errors or fraud. By their nature, our or any system of disclosure controls and procedures can provide only reasonable assurance regarding management's control objectives.

PART II—OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

The information contained in Note 11—Commitments, Contingencies and Other Items included in Item 1 of Part I of this quarterly report on Form 10-Q is incorporated herein by reference. The ultimate outcome of the matters described in Note 11 may differ materially from the outcomes anticipated, estimated, projected or implied by us in certain of our statements appearing in such Note, and proceedings currently viewed as immaterial by us may ultimately materially impact us. For more information, see "Risk Factors—Risks Relating to Legal and Regulatory Matters—Our pending legal proceedings could have a material adverse impact on our financial condition and operating results, on the trading price of our securities and on our ability to access the capital markets" in Item 1A of Part I of our Annual Report on Form 10-K for the year ended December 31, 2023.

ITEM 1A. RISK FACTORS

Our operations and financial results are subject to various risks and uncertainties, which could adversely affect our business, financial condition or future results. We recommend that you carefully consider (i) the other information set forth in this report and (ii) the risk factors discussed in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2023, as supplemented by the disclosures immediately in Part II, Item 1A of our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2024 and as further supplemented below:

We may not realize some or all have a highly complex debt structure, which could impact the rights of the anticipated benefits from completing our debt transactions on March 22, 2024. investors.

On March 22, 2024, we completed transactions contemplated under our amended Lumen Technologies, Inc. and restated transaction support agreement dated as various of January 22, 2024, including extending the maturities of a its subsidiaries owe substantial portion of our near-term sums pursuant to various debt obligations, obtaining new credit facilities and raising $1.325 billion in new debt capital. In connection with announcing the closing of these transactions, we indicated that they would provide us with additional time to transform our operations and improve our financial performance.

In completing these transactions, we incurred substantial transaction expenses, agreed to pay higher levels of interest and committed to more restrictive debt covenants, which collectively could have important consequences, including (i) limiting our ability to obtain additional financing to fund future debt maturities, working capital, capital expenditures, acquisitions or other general corporate requirements, and increasing our cost of borrowing; (ii) requiring a substantial portion of our cash flows to be dedicated to payments on our obligations instead of for other purposes; and (iii) various other potentially adverse consequences of carrying significant debt, as disclosed in our Annual Report on Form 10-K for the year ended December 31, 2023. Moreover, the extension of our debt maturities may not afford us a sufficient amount of time to implement our transformation plans. For all these reasons and more, we may not realize some or all of the benefits we anticipate receiving from completing our March 22, 2024 transactions.

Our pending proposal to implement a reverse stock split may entail arrangements, certain risks or disadvantages.

In our proxy statement dated April 5, 2024 that we filed the same date with the SEC (the “2024 Proxy Statement”), we submitted to our shareholders a proposal to grant our Board discretionary authority to implement a reverse stock split, which we expect, absent other factors, would proportionately increase the per share market price of our common stock upon implementation.

We cannot assure you that this proposal will be approved by our shareholders, or, if approved, will be implemented or have the effects expected by us. Any such reverse stock split implemented by us could decrease the liquidity of our common stock, result in higher trading costs, or have certain other potentially negative impacts, all of which are described in detail guaranteed by other principal subsidiaries. Over two-thirds of the debt of Lumen Technologies, Inc. is guaranteed by certain of its principal domestic subsidiaries, some of which have pledged substantially all of their assets (including certain of their respective subsidiaries) to secure their guarantees. The remainder of the debt of Lumen Technologies, Inc. is neither guaranteed nor secured. Over three-quarters of the debt of Level 3 Financing, Inc. is (i) secured by a pledge of substantially all of its assets and (ii) guaranteed on a secured basis by certain of its affiliates. The remainder of the debt of Level 3 Financing, Inc. is not secured by any of its assets, but is guaranteed on an unsecured basis by certain of its affiliates. As of the date of this quarterly report, substantial amounts of debt are also owed by two direct or indirect subsidiaries of Qwest Communications International, Inc. Most of the over 200 subsidiaries of Lumen Technologies, Inc. have neither borrowed money nor guaranteed any of the debt of Lumen Technologies, Inc. or its affiliates. As such, investors in our 2024 Proxy Statement. consolidated debt instruments should be aware that (i) determining the priority of their rights as creditors is a complex matter which is substantially dependent upon the assets and earning power of the entities that issued or guaranteed (if any) the applicable debt and (ii) such debt is structurally subordinated to all liabilities of the non-guarantor subsidiaries of Lumen Technologies, Inc. to the extent of the value of those subsidiaries that are obligors.

As previously disclosed in the periodic reports for our subsidiaries Level 3 Parent, LLC and Qwest Corporation, Lumen Technologies, Inc. also enters into debt arrangements with its subsidiaries from time to time. Any such intercompany transactions with its consolidated subsidiaries are eliminated in accordance with GAAP. For instance, at June 30, 2024, Lumen Technologies, Inc. owed approximately $2.7 billion to Level 3 Financing, Inc., (i) $1.2 billion of which was owed under a secured $1.2 billion revolving loan agreement and (ii) $1.5 billion of which was owed under an unsecured $1.825 billion revolving loan agreement. Qwest Corporation is also currently permitted to borrow up to $2.0 billion from a subsidiary of Lumen Technologies, Inc. under a revolving promissory note, but no amounts were outstanding thereunder at June 30, 2024. Lumen Technologies, Inc.’s debt arrangements with its subsidiaries may be revised from time to time, including to increase or decrease the amount thereof.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Issuer Purchases of Equity Securities

Effective November 2, 2022, our Board of Directors authorized a two-year program to repurchase up to an aggregate of $1.5 billion of our outstanding common stock. During the three months ended March 31, 2024 June 30, 2024, we did not repurchase any shares of our outstanding common stock under this program. For additional information, see Note 13—Repurchases of Lumen Common Stock to our consolidated financial statements included in Item 1 of Part I of this report.

The following table contains information about shares of our previously-issued common stock that we withheld from employees upon vesting of their stock-based awards during the first second quarter of 2024 to satisfy the related tax withholding obligations:

	Total Number of Shares Withheld for Taxes	Total Number of Shares Withheld for Taxes		Average Price Paid Per Share	Total Number of Shares Withheld for Taxes	Average Price Paid Per Share
Period	**Period**		**Period**			
Jan-24						
Feb-24						
Mar-24						
Apr-24						
May-24						
Jun-24						
Total						

ITEM 6. EXHIBITS

Exhibits identified in parentheses below are on file with the SEC and are incorporated herein by reference. All other exhibits are provided as part of this electronic submission.

Exhibit Number	Description
4.1 10.1	Second Supplemental Indenture, dated as 2024 Equity Incentive Plan of March 22, 2024, among Lumen Technologies, Inc., as issuer, the guarantors party thereto and Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association, as trustee and collateral agent, relating to Lumen Technologies, Inc.'s 4.000% Senior Secured Notes due 2027 (incorporated by reference to Exhibit 4.1 99.1 to the Registrant's Current Report Registration Statement on Form 8-K S-8 (File No. 001-07784) 333-279467) filed with the U.S. Securities and Exchange Commission on March 28, 2024 May 16, 2024).
4.2 10.2*	Form of 4.125% Superpriority Secured Notes due 2029, issued by Lumen Technologies, Inc., dated as Change of March 22, 2024 (included in Exhibit 4.3).
4.3	Indenture, dated as of March 22, 2024, among Lumen Technologies, Inc., the guarantors party thereto, Wilmington Trust, National Association, as trustee, registrar Control Agreement between Registrant and paying agent, and Bank of America, N.A., as collateral agent, relating to Lumen Technologies, Inc.'s 4.125% Superpriority Secured Notes due 2029 (incorporated by reference to Exhibit 4.3 to Registrant's Current Report on Form 8-K (File No. 001-07784) filed with the Securities and Exchange Commission on March 28, 2024).
4.4	Form of 4.125% Superpriority Secured Notes due 2030, issued by Lumen Technologies, Inc., dated as of March 22, 2024 (included in Exhibit 4.5).
4.5	Indenture, dated as of March 22, 2024, among Lumen Technologies, Inc., the guarantors party thereto, Wilmington Trust, National Association, as trustee, registrar and paying agent, and Bank of America, N.A., as collateral agent, relating to Lumen Technologies, Inc.'s 4.125% Superpriority Secured Notes due 2030 (incorporated by reference to Exhibit 4.5 to Registrant's Current Report on Form 8-K (File No. 001-07784) filed with the Securities and Exchange Commission on March 28, 2024).
4.6	Third Supplemental Indenture, dated as of March 22, 2024, among Level 3 Parent, LLC, Level 3 Financing, Inc., the guarantors party thereto, and the Bank of New York Mellon Trust Company, N.A., as trustee and note collateral agent, relating to Level 3 Financing, Inc.'s 3.400% Senior Secured Notes due 2027 (incorporated by reference to Exhibit 4.6 to Registrant's Current Report on Form 8-K (File No. 001-07784) filed with the Securities and Exchange Commission on March 28, 2024).
4.7	Third Supplemental Indenture, dated as of March 22, 2024, among Level 3 Parent, LLC, Level 3 Financing, Inc., the guarantors party thereto, and the Bank of New York Mellon Trust Company, N.A., as trustee and note collateral agent, relating to Level 3 Financing, Inc.'s 3.875% Senior Secured Notes due 2029 (incorporated by reference to Exhibit 4.7 to Registrant's Current Report on Form 8-K (File No. 001-07784) filed with the Securities and Exchange Commission on March 28, 2024).
4.8	Third Supplemental Indenture, dated as of March 22, 2024, among Level 3 Parent, LLC, Level 3 Financing, Inc., the guarantors party thereto, and the Bank of New York Mellon Trust Company, N.A., as trustee and note collateral agent, relating to Level 3 Financing, Inc.'s 10.500% Senior Secured Notes due 2030 (incorporated by reference to Exhibit 4.8 to Registrant's Current Report on Form 8-K (File No. 001-07784) filed with the Securities and Exchange Commission on March 28, 2024).
4.9	Third Supplemental Indenture, dated as of March 22, 2024, among Level 3 Parent, LLC, Level 3 Financing, Inc., the guarantors party thereto, and the Bank of New York Mellon Trust Company, N.A., as trustee and note collateral agent, relating to Level 3 Financing, Inc.'s 4.625% Senior Notes due 2027 (incorporated by reference to Exhibit 4.9 to Registrant's Current Report on Form 8-K (File No. 001-07784) filed with the Securities and Exchange Commission on March 28, 2024).
4.10	Third Supplemental Indenture, dated as of March 22, 2024, among Level 3 Parent, LLC, Level 3 Financing, Inc., the guarantors party thereto, and the Bank of New York Mellon Trust Company, N.A., as trustee and note collateral agent, relating to Level 3 Financing, Inc.'s 4.250% Senior Notes due 2028 (incorporated by reference to Exhibit 4.10 to Registrant's Current Report on Form 8-K (File No. 001-07784) filed with the Securities and Exchange Commission on March 28, 2024).
4.11	Third Supplemental Indenture, dated as of March 22, 2024, among Level 3 Parent, LLC, Level 3 Financing, Inc., the guarantors party thereto, and the Bank of New York Mellon Trust Company, N.A., as trustee and note collateral agent, relating to Level 3 Financing, Inc.'s 3.750% Sustainability-Linked Senior Notes due 2029 (incorporated by reference to Exhibit 4.11 to Registrant's Current Report on Form 8-K (File No. 001-07784) filed with the Securities and Exchange Commission on March 28, 2024).

Exhibit Number	Description
4.12	Third Supplemental Indenture, dated as of March 22, 2024, among Level 3 Parent, LLC, Level 3 Financing, Inc., the guarantors party thereto, and the Bank of New York Mellon Trust Company, N.A., as trustee and note collateral agent, relating to Level 3 Financing, Inc.'s 3.625% Senior Notes due 2029 (incorporated by reference to Exhibit 4.12 to Registrant's Current Report on Form 8-K (File No. 001-07784) filed with the Securities and Exchange Commission on March 28, 2024).
4.13	Form of 11.000% First Lien Notes due 2029, issued by Level 3 Financing, Inc., dated as of March 22, 2024 (included in Exhibit 4.14).
4.14	Indenture, dated as of March 22, 2024, among Level 3 Financing, Inc., as issuer, Level 3 Parent, LLC, the other guarantors party thereto and Wilmington Trust, National Association, as trustee and collateral agent, relating to Level 3 Financing, Inc.'s 11.000% First Lien Notes due 2029 (incorporated by reference to Exhibit 4.14 to Registrant's Current Report on Form 8-K (File No. 001-07784) filed with the Securities and Exchange Commission on March 28, 2024).
4.15	Form of 10.500% First Lien Notes due 2029, issued by Level 3 Financing, Inc., dated as of March 22, 2024 (included in Exhibit 4.16).
4.16	Indenture, dated as of March 22, 2024, among Level 3 Financing, Inc., as issuer, Level 3 Parent, LLC, the other guarantors party thereto and Wilmington Trust, National Association, as trustee and collateral agent, relating to Level 3 Financing, Inc.'s 10.500% First Lien Notes due 2029 (incorporated by reference to Exhibit 4.16 to Registrant's Current Report on Form 8-K (File No. 001-07784) filed with the Securities and Exchange Commission on March 28, 2024).
4.17	Form of 10.750% First Lien Notes due 2030, issued by Level 3 Financing, Inc., dated as of March 22, 2024 (included in Exhibit 4.18).
4.18	Indenture, dated as of March 22, 2024, among Level 3 Financing, Inc., as issuer, Level 3 Parent, LLC, the other guarantors party thereto and Wilmington Trust, National Association, as trustee and collateral agent, relating to Level 3 Financing, Inc.'s 10.750% First Lien Notes due 2030 (incorporated by reference to Exhibit 4.18 to Registrant's Current Report on Form 8-K (File No. 001-07784) filed with the Securities and Exchange Commission on March 28, 2024).
4.19	Form of 4.875% Second Lien Notes due 2029, issued by Level 3 Financing, Inc., dated as of March 22, 2024 (included in Exhibit 4.20).
4.20	Indenture, dated as of March 22, 2024, among Level 3 Financing, Inc., as issuer, Level 3 Parent, LLC, the other guarantors party thereto and Wilmington Trust, National Association, as trustee and collateral agent, relating to Level 3 Financing, Inc.'s 4.875% Second Lien Notes due 2029 (incorporated by reference to Exhibit 4.20 to Registrant's Current Report on Form 8-K (File No. 001-07784) filed with the Securities and Exchange Commission on March 28, 2024).
4.21	Form of 4.500% Second Lien Notes due 2030, issued by Level 3 Financing, Inc., dated as of March 22, 2024 (included in Exhibit 4.22).
4.22	Indenture, dated as of March 22, 2024, among Level 3 Financing, Inc., as issuer, Level 3 Parent, LLC, the other guarantors party thereto and Wilmington Trust, National Association, as trustee and collateral agent, relating to Level 3 Financing, Inc.'s 4.500% Second Lien Notes due 2030 (incorporated by reference to Exhibit 4.22 to Registrant's Current Report on Form 8-K (File No. 001-07784) filed with the Securities and Exchange Commission on March 28, 2024).
4.23	Form of 3.875% Second Lien Notes due 2030, issued by Level 3 Financing, Inc., dated as of March 22, 2024 (included in Exhibit 4.24).
4.24	Indenture, dated as of March 22, 2024, among Level 3 Financing, Inc., as issuer, Level 3 Parent, LLC, the other guarantors party thereto and Wilmington Trust, National Association, as trustee and collateral agent, relating to Level 3 Financing, Inc.'s 3.875% Second Lien Notes due 2030 (incorporated by reference to Exhibit 4.24 to Registrant's Current Report on Form 8-K (File No. 001-07784) filed with the Securities and Exchange Commission on March 28, 2024).
4.25	Form of 4.000% Second Lien Notes due 2031, issued by Level 3 Financing, Inc., dated as of March 22, 2024 (included in Exhibit 4.26).
4.26	Indenture, dated as of March 22, 2024, among Level 3 Financing, Inc., as issuer, Level 3 Parent, LLC, the other guarantors party thereto and Wilmington Trust, National Association, as trustee and collateral agent, relating to Level 3 Financing, Inc.'s 4.000% Second Lien Notes due 2031 (incorporated by reference to Exhibit 4.26 to Registrant's Current Report on Form 8-K (File No. 001-07784) filed with the Securities and Exchange Commission on March 28, 2024).

Exhibit Number	Description
10.1	Amendment Agreement, dated as of March 22, 2024, among Lumen Technologies, Inc., as borrower, the guarantors party thereto, the issuing banks party thereto, the lenders party thereto and Bank of America, N.A., as administrative agent and collateral agent, to the Amended and Restated Credit Agreement, dated as of January 31, 2020, among Lumen Technologies, Inc., as borrower, the issuing banks party thereto, the lenders party thereto and Bank of America, N.A., as administrative agent, collateral agent and swingline lender (incorporated by reference to Exhibit 10.1 to Registrant's Current Report on Form 8-K (File No. 001-07784) filed with the Securities and Exchange Commission on March 28, 2024).
10.2	Superpriority Revolving/Term A Credit Agreement, dated as of March 22, 2024, among Lumen Technologies, Inc., as borrower, the lenders and issuing banks party thereto and Bank of America, N.A., as administrative agent and collateral agent (incorporated by reference to Exhibit 10.2 to Registrant's Current Report on Form 8-K (File No. 001-07784) filed with the Securities and Exchange Commission on March 28, 2024).
10.3	Superpriority Term B Credit Agreement, dated as of March 22, 2024, among Lumen Technologies, Inc., as borrower, the lenders party thereto, Wilmington Trust, National Association, as administrative agent, and Bank of America, N.A., as collateral agent (incorporated by reference to Exhibit 10.3 to Registrant's Current Report on Form 8-K (File No. 001-07784) filed with the Securities and Exchange Commission on March 28, 2024).
10.4	Fourteenth Amendment Agreement, dated as of March 22, 2024, among Level 3 Parent, LLC, Level 3 Financing, Inc., as borrower, the guarantors party thereto, the lenders party thereto and Merrill Lynch Capital Corporation, as administrative agent and collateral agent, to the Amended and Restated Credit Agreement, dated as of November 29, 2019, among Level 3 Parent, LLC, Level 3 Financing, Inc., as borrower, the lenders party thereto and Merrill Lynch Capital Corporation, as administrative agent and collateral agent (incorporated by reference to Exhibit 10.4 to Registrant's Current Report on Form 8-K (File No. 001-07784) filed with the Securities and Exchange Commission on March 28, 2024).
10.5	Credit Agreement, dated as of March 22, 2024, among Level 3 Parent, LLC, Level 3 Financing, Inc., as borrower, the lenders party thereto and Wilmington Trust, National Association, as administrative agent and collateral agent (incorporated by reference to Exhibit 10.5 to Registrant's Current Report on Form 8-K (File No. 001-07784) filed with the Securities and Exchange Commission on March 28, 2024). its non-CEO California-based executive officers.
31.1*	Certification of the Chief Executive Officer of Lumen Technologies, Inc. pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of the Chief Financial Officer of Lumen Technologies, Inc. pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of the Chief Executive Officer of Lumen Technologies, Inc. pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of the Chief Financial Officer of Lumen Technologies, Inc. pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101*	Financial statements from the Quarterly Report on Form 10-Q of Lumen Technologies, Inc. for the period ended March 31, 2024 June 30, 2024, formatted in Inline XBRL: (i) the Consolidated Statements of Operations, (ii) the Consolidated Statements of Comprehensive (Loss) Income, (iii) the Consolidated Balance Sheets, (iv) the Consolidated Statements of Cash Flows, (v) the Consolidated Statements of Stockholders' Equity and (vi) the Notes to Consolidated Financial Statements.
104*	Cover page formatted as Inline XBRL and contained in Exhibit 101.

* Exhibit filed herewith.

SIGNATURE

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on April 30, 2024 August 6, 2024.

LUMEN TECHNOLOGIES, INC.

By: /s/ Andrea Genschaw
Andrea Genschaw
Senior Vice President, Controller
(Principal Accounting Officer)

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Exhibit 10.2

CHANGE OF CONTROL AGREEMENT

CHANGE OF CONTROL AGREEMENT (this "***Agreement***"), effective as of _________________ (the "***Agreement Date***"), between Lumen Technologies, Inc., a Louisiana corporation (the "***Company***"), and ________________ (the "***Employee***").

W I T N E S S E T H:

WHEREAS, the Board of Directors of the Company has named Employee as an executive officer of the Company within the meaning of Rule 3b-7 ("***Rule 3b-7***") promulgated by the U.S. Securities and Exchange Commission (the "***SEC***") under the Securities Exchange Act of 1934 (the "***'34 Act***"), as amended ("***Executive Officer***") and, accordingly, the Company and the Employee have agreed that the Employee will be provided with certain change of control protections commensurate with his position as Executive Vice President, Chief Legal Officer and as an Executive Officer of the Company;

WHEREAS, the Board of Directors of the Company (the "***Board***") has determined that it is in the best interests of the Company and its shareholders to enter into this Agreement with the Employee; and

WHEREAS, the Board believes that this Agreement is reasonably designed to retain the services of the Employee and to assure the full dedication of the Employee, free from personal distraction, in the event of an actual or pending change of control of the Company;

NOW, **THEREFORE**, the parties agree as follows:

ARTICLE I
CERTAIN DEFINITIONS

1.1 **Affiliate.** "Affiliate" (and variants thereof) shall mean a Person that controls, or is controlled by, or is under common control with, another specified Person, either directly or indirectly.

1.2 **Beneficial Owner.** "Beneficial Owner" (and variants thereof), with respect to a security, shall mean a Person who, directly or indirectly (through any contract, understanding, relationship or otherwise), has or shares (i) the power to vote, or direct the voting of, the security, or (ii) the power to dispose of, or direct the disposition of, the security.

1.3 **Business**. "Business" shall mean, as of any particular date, the business of (i) providing local or long distance voice, network access, Internet access, data or video services, (ii) selling communications products in connection with providing such services or (iii) providing any other material services or selling any other material products then performed or sold by the Company or its Affiliates.

1.4 **Cause.**

(a) “Cause” shall mean the Employee’s (i) willful breach of Section 4.1 or 4.2 of this Agreement; (ii) conviction of, or plea of guilty or *nolo contendere* to, a felony or other

crime involving dishonesty or moral turpitude; (iii) workplace conduct resulting in the payment of civil monetary penalties or the incurrence of civil non-monetary penalties that will materially restrict or prevent the Employee from discharging his obligations to the Company; (iv) habitual intoxication during working hours or habitual abuse of or addiction to a controlled substance; (v) material breach of the Company’s insider trading, corporate ethics and compliance policies and programs or any other Board-adopted policies applicable to management conduct; (vi) participation in the public reporting of any information contained in any report filed by the Company with the SEC that was impacted by the Employee’s knowing or intentional fraudulent or illegal conduct; or (vii) substantial, willful and repeated failure to perform duties as instructed by or on behalf of the Board in writing.

(b) The Employee’s employment shall not be deemed terminated for Cause unless the Company shall have delivered to the Employee a termination notice with a copy of a resolution adopted by the affirmative vote of not less than three-quarters of the entire Board at a meeting called partly or wholly for such purpose (after reasonable notice is provided to the Employee and the Employee has had an opportunity, with counsel, to be heard by the Board) finding that the Employee should be terminated for Cause and specifying in reasonable detail the grounds therefor.

(c) No action or inaction shall be deemed the basis for Cause unless the Employee is terminated therefor prior to the first anniversary of the date on which such action or omission is first known to the Chief Executive Officer of the Company.

1.5 **Change of Control.** “Change of Control” shall mean:

(a) the acquisition by any Person of Beneficial Ownership of 30% or more of the outstanding shares of the Company’s Common Stock (the “Common Stock”), or 30% or more of the combined voting power of the Company’s then outstanding securities entitled to vote generally in the election of directors; *provided, however,* that for purposes of this subsection (a), the following acquisitions shall not constitute a Change of Control:

(i) any acquisition (other than a Business Combination which constitutes a Change of Control under Section 1.5(c) hereof) of Common Stock directly from the Company,

(ii) any acquisition of Common Stock by the Company or its subsidiaries,

(iii) any acquisition of Common Stock by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or

(iv) any acquisition of Common Stock by any entity pursuant to a Business Combination that does not constitute a Change of Control under Section 1.5(c) hereof; or

(b) individuals who, as of the Agreement Date, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board; *provided,* *however,* that any individual becoming a director subsequent to the Agreement Date whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered a member of the Incumbent Board, unless such individual's initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Incumbent Board; or

(c) consummation of a reorganization, share exchange, merger or consolidation (including any such transaction involving any direct or indirect subsidiary of the Company), or sale or other disposition of all or substantially all of the assets of the Company (a "***Business Combination***"); *provided, however,* that in no such case shall any such transaction constitute a Change of Control if immediately following such Business Combination,

(i) the individuals and entities who were the Beneficial Owners of the Company's outstanding common stock and the Company's voting securities entitled to vote generally in the election of directors immediately prior to such Business Combination have direct or indirect Beneficial Ownership, respectively, of more than 50% of the then outstanding shares of common stock, and more than 50% of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, of the Post-Transaction Company (as defined in Section 1.13 hereof), and

(ii) except to the extent that such ownership existed prior to the Business Combination, no Person (excluding the Post-Transaction Company and any employee benefit plan or related trust of the Company, the Post-Transaction Company or any subsidiary of either corporation) Beneficially Owns, directly or indirectly, 20% or more of the then outstanding shares of common stock of the corporation resulting from such Business Combination or 20% or more of the combined voting power of the then outstanding voting securities of such corporation, and

(iii) at least a majority of the members of the board of directors of the Post-Transaction Company were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(d) approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

1.6 **Code.** "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

1.7 **Confidential Information**. "Confidential Information" shall mean any information, knowledge or data of any nature and in any form (including information that is electronically transmitted or stored on any form of magnetic or electronic storage media) that directly or indirectly relates to the past, current or prospective business of the Company and its Affiliates, whether generated by the Company, any of its Affiliates, or any of their respective

employees, officers, directors, representatives, consultants, agents or independent contractors, and whether or not marked confidential, including without limitation information relating to operations, products, services, assets, liabilities, franchises, customers, financial condition, results of operations, finances, prospects, strategies, business plans, budgets, projections, pricing information, business acquisitions, joint ventures, processes, research and development ideas, trade secrets, supplier lists, supplier information, distribution and sales data, consultants' reports, marketing strategies, proprietary computer software, and internal notes and memoranda relating to any of the foregoing; *provided*, *however*, that "Confidential Information" shall not include any information that (i) is or becomes generally available to the public other than as a result of a breach of this Agreement, or (ii) is or becomes available to the Employee on a non-confidential basis from a source other than the Company, its Affiliates or their respective representatives, provided that such source is not known by the Employee to have violated any confidentiality agreement with the Company in connection with such disclosure.

1.8 **Company.** "Company" shall mean Lumen Technologies, Inc. and shall include any successor to or assignee of (whether direct or indirect, by purchase, share exchange, merger, consolidation or otherwise) all or substantially all of the assets or business of the Company that assumes and agrees to perform this Agreement by operation of law or otherwise.

1.9 **Disability.** "Disability" shall mean a condition that would entitle the Employee to receive benefits under the long-term disability insurance policy applicable to the Company's officers at the time because the Employee is totally disabled or partially disabled, as such terms are defined in the policy then in effect. If the Company has no long-term disability plan in effect, "Disability" shall occur if (a) the Employee is rendered incapable because of physical or mental illness of satisfactorily discharging his duties and responsibilities to the Company for a period of 90 consecutive days, (b) a duly qualified physician chosen by the Company and acceptable to the Employee or his legal representatives so certifies in writing, and (c) the Board determines that the Employee has become disabled.

1.10 **Employment Term.** "Employment Term" shall mean the period commencing on the date of a Change of Control and ending on the 18-month anniversary of such date.

1.11 **Good Reason.** "Good Reason" shall mean any of the following events or conditions described in this Section 1.11, but only if the Employee shall have provided written notice to the Company within 90 days of the initial existence or occurrence of such event or condition and the Company shall have failed to cure such event or condition within 30 days of its receipt of such notice:

(a) Any failure of the Company or its Affiliates to provide the Employee with a position, authority, duties and responsibilities at least commensurate in all material respects with the most significant of those held, exercised and assigned at any time during the 180-day period immediately preceding the Change of Control. The Employee's position, authority, duties and responsibilities after a Change of Control shall not be considered commensurate in all material respects with the Employee's position, authority, duties and responsibilities prior to a Change of Control unless after the Change of Control the Employee holds an equivalent position with, and exercises substantially equivalent authority, duties and responsibilities on behalf of, either the Post-Transaction Company or the Company;

(b) The assignment to the Employee of any duties inconsistent in any material respect with the Employee's position (including status, offices, titles and reporting requirements), authority, duties or responsibilities as contemplated by Section 3.1(b) of this Agreement, or any other action that results in a diminution in any material respect in such position, authority, duties or responsibilities;

(c) A reduction of the Employee's base salary in effect as of the date of the Change of Control without the Employee's consent, except for across-the-board salary reductions similarly affecting all or substantially all similarly-situated officers of the Company and the Post-Transaction Company;

(d) The Employee is advised of, manifests an awareness of, or becomes aware of facts that would cause a reasonable person to inquire into any failure in any material respect by the Company or its Affiliates to comply with any of the provisions of this Agreement; or

(e) Any directive requiring the Employee to be based at any office or location other than as provided in Section 3.1(b)(ii) hereof or requiring the Employee to travel on business to a substantially greater extent than required immediately prior to the Change of Control.

1.12 **Person.** "Person" shall mean a natural person or entity, and shall also mean the group or syndicate created when two or more Persons act as a syndicate or other group (including, without limitation, a partnership or limited partnership) for the purpose of acquiring, holding, or disposing of a security, except that "Person" shall not include an underwriter temporarily holding a security pursuant to an offering of the security.

1.13 **Post-Transaction Company.** Unless a Change of Control results from a Business Combination (as defined in Section 1.5(c) hereof), "Post-Transaction Company" shall mean the Company after the Change of Control. If a Change of Control results from a Business Combination, "Post-Transaction Company" shall mean the corporation or other entity resulting from the Business Combination unless, as a result of such Business Combination, an ultimate parent entity controls such resulting entity, the Company or all or substantially all of the Company's assets either directly or indirectly, in which case "Post-Transaction Company" shall mean such ultimate parent entity.

1.14 **Specified Employee. "**Specified Employee" shall mean the Employee if the Employee is a key employee under Treasury Regulations Section 1.409A-1(i) because of final and binding action taken by the Board or its Compensation Committee, or by operation of law or such regulation.

ARTICLE II
STATUS OF CHANGE OF CONTROL AGREEMENTS

This Agreement supersedes any and all other plans or arrangements sponsored by the Company covering the Employee and any and all prior agreements or arrangements entered into between the Company and the Employee that provide for severance benefits in the event of a Change of Control of the Company, as defined therein, and is effective as of the Agreement Date for any Change of Control of the Company occurring after such date.

ARTICLE III
CHANGE OF CONTROL BENEFITS

3.1 **Terms of Employment after Change of Control.**

(a) This Agreement shall commence on the Agreement Date and continue in effect through December 31, _____; *provided, however*, that, commencing on January 1, _____ and each January 1 thereafter, the term of this Agreement shall automatically be extended for one additional year unless, not later than June 30 of the preceding year, the Company or the Employee shall have given written notice that it does not wish to extend this Agreement; *provided, further,* that, notwithstanding any such non-extension notice by the Company, if a Change of Control of the Company shall have occurred during the original or extended term of this Agreement, this Agreement shall continue in effect through the 18-month anniversary of the Change of Control, subject to any earlier termination of the Employee's status as an employee pursuant to this Agreement; *provided*, *further*, that in no event shall any termination of this Agreement result in any forfeiture of rights that accrued prior to the date of termination.

(b) During the Employment Term, the Company hereby agrees to continue the Employee in its employ subject to the terms and conditions of this Agreement. During the Employment Term, (i) the Employee's position (including status, offices, titles and reporting requirements), authority, duties and responsibilities shall be at least commensurate in all material respects with the most significant of those held, exercised and assigned at any time during the 180-day period immediately preceding the Change of Control and (ii) the Employee's services shall be performed during normal business hours at the location of the Company's principal executive office at the time of the Change of Control, or the office or location where the Employee was employed immediately preceding the Change of Control or any relocation of any such site to a location that is not more than 50 miles from its location at the time of the Change of Control. The Employee's position, authority, duties and responsibilities after a Change of Control shall not be considered commensurate in all material respects with the Employee's position, authority, duties and responsibilities prior to a Change of Control unless after the Change of Control the Employee holds an equivalent position with, and exercises substantially equivalent authority, duties and responsibilities on behalf of, either the Post-Transaction Company or the Company.

3.2 **Compensation and Benefits.** During the Employment Term, the Employee shall be entitled to the following compensation and benefits:

(a) Base Salary. The Employee shall receive an annual base salary ("***Base Salary***"), which shall be paid in at least monthly installments. The Base Salary shall initially be equal to 12 times the highest monthly base salary that was paid or is payable to the Employee, including any base salary which has been earned but deferred by the Employee, by the Company and its Affiliates with respect to any month in the 12-month period ending with the month that immediately precedes the month in which the Change of Control occurs. During the Employment Term, the Employee's Base Salary shall be reviewed at such time as the Company undertakes a salary review of his peer employees (but at least annually), and, to the extent that salary increases are granted to his peer employees of the Company (or have been granted during the immediately preceding 12-month period to his peer employees of any Affiliate of the Company), the Employee shall be granted a salary increase commensurate with any increase granted to his peer employees of the Company and its Affiliates. Any increase in Base Salary shall not serve to limit or reduce any other obligation to the Employee under this Agreement. Base Salary shall not be reduced during the Employment Term (whether or not any increase in Base Salary occurs) and, if any increase in Base Salary occurs, the term Base Salary as utilized in this Agreement shall refer to Base Salary as so increased from time to time.

(b) Annual Bonus. In addition to Base Salary, the Employee shall be awarded, for each fiscal year ending during the Employment Term, an annual cash bonus (the "***Bonus***") in an amount at least equal to the average of the annual bonuses paid to the Employee with respect to the three fiscal years that immediately precede the year in which the Change of Control occurs under the Company's annual bonus plan, or any comparable bonus under a successor plan; *provided, however,* that if the Company has never paid an annual bonus for a full year to the Employee, the Employee shall be awarded a Bonus in an amount at least equal to the target bonus for which the Employee is eligible for the fiscal year in which the Change of Control occurs, assuming achievement at the target level of the objective performance goals established with respect to such bonus and achievement of 100% of any subjective performance goals or criteria otherwise applicable with respect to such bonus. Each such Bonus shall be paid after the end of the fiscal year and no later than the 15th day of the third month of the fiscal year next following the fiscal year for which the Bonus is awarded, unless the Employee shall timely elect to defer the receipt of such Bonus pursuant to the Lumen Technologies, Inc. Supplemental Dollars & Sense Plan. For purposes of determining the value of any annual bonuses paid to the Employee in any year preceding the year in which the Change of Control occurs, all cash and stock bonuses earned by the Employee shall be valued as of the date of the grant.

(c) Fringe Benefits. The Employee shall be entitled to fringe benefits commensurate with those provided to his peer employees of the Company and its Affiliates, but in no event shall such fringe benefits be less favorable than the most favorable of those provided by the Company and its Affiliates for the Employee at any time during the one-year period immediately preceding the Change of Control or, if more favorable to the Employee, those provided generally at any time after the Change of Control to his peer employees of the Company and its Affiliates.

(d) Expenses. The Employee shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Employee in accordance with the most favorable agreements, policies, practices and procedures of the Company and its Affiliates in effect for the Employee at any time during the one-year period immediately preceding the

Change of Control or, if more favorable to the Employee, as in effect generally at any time thereafter with respect to his peer employees of the Company and its Affiliates.

(e) Benefit Plans.

(i) The Employee shall be entitled to participate in all incentive, savings and retirement plans, practices, policies and programs applicable generally to Employee's peer employees of the Company and its Affiliates, but in no event shall such plans, practices, policies and programs provide the Employee with incentive opportunities (measured with respect to both regular and special incentive opportunities to the extent that any such distinction is applicable), savings opportunities and retirement benefit opportunities, in each case, less favorable than the most favorable of those provided by the Company and its Affiliates for the Employee under any agreements, plans, practices, policies and programs as in effect at any time during the one-year period immediately preceding the Change of Control or, if more favorable to the Employee, those provided generally at any time after the Change of Control to his peer employees of the Company and its Affiliates.

(ii) The Employee and his family shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Company and its Affiliates (including, without limitation, medical, prescription drug, dental, disability, salary continuance, employee life, group life, accidental death and travel accident insurance plans and programs) to the extent applicable generally to his peer employees of the Company and its Affiliates, but in no event shall such plans, practices, policies and programs provide the Employee and his family with benefits, in each case, less favorable than the most favorable of those agreements, plans, practices, policies and programs in effect for the Employee and his family at any time during the one-year period immediately preceding the

Change of Control or, if more favorable to the Employee and his family, those provided generally at any time after the Change of Control to Employee's peer employees of the Company and its Affiliates.

(iii) Without limiting the generality of the Company's obligations under this subsection (d), the Company shall comply with all of its obligations under the benefit plans, practices, policies and programs of the Company and its Affiliates that arise in connection with a Change of Control of the Company, including without limitation all obligations that require the Company to (A) fully vest participants under the Company's qualified or non-qualified retirement plans and (B) extend the benefits described in Section 3.5.

(f) Office and Support Staff. The Employee shall be entitled to an office or offices of a size and with furnishings and other appointments, and to secretarial and other assistance, commensurate with those provided to his peer employees of the Company and its Affiliates.

(g) Vacation. The Employee shall be entitled to paid vacation in accordance with the most favorable agreements, plans, policies, programs and practices of the Company and

its Affiliates as in effect for the Employee at any time during the one-year period immediately preceding the Change of Control or, if more favorable to the Employee, as in effect generally at any time thereafter with respect to his peer employees of the Company and its Affiliates.

(h) Indemnification. If, in connection with any agreement related to a transaction that will result in a Change of Control of the Company, an undertaking is made to provide the Board with rights to indemnification from the Company (or from any other party to such agreement), the Employee shall, by virtue of this Agreement, be entitled to the same rights to indemnification as are provided to the Board pursuant to such agreement. Otherwise, the Employee shall be entitled to indemnification rights on terms no less favorable to the Employee than those available under any Company indemnification agreements or the articles of incorporation, bylaws or resolutions of the Company at any time after the Change of Control to his peer employees of the Company. Such indemnification rights shall be with respect to all claims, actions, suits or proceedings to which the Employee is or is threatened to be made a party that arise out of or are connected to his services at any time prior to the termination of his employment, without regard to whether such claims, actions, suits or proceedings are made, asserted or arise during or after the Employment Term.

(i) Directors and Officers Insurance. If, in connection with any agreement related to a transaction that will result in a Change of Control of the Company, an undertaking is made to provide the Board with continued coverage following the Change of Control under one or more directors and officers liability insurance policies, then the Employee shall, by virtue of this Agreement, be entitled to the same rights to continued coverage under such directors and officers liability insurance policies as are provided to the Board, and the Company shall take any steps necessary to give effect to this provision. Otherwise, the Company shall agree to cover the Employee under any directors and officers liability insurance policies as are provided generally at any time after the Change of Control to his peer employees of the Company.

3.3 **Obligations upon Termination after a Change of Control**.

(a) Termination by Company for Reasons other than Death, Disability or Cause or by the Employee for Good Reason. If, after a Change of Control and during the Employment Term, the Company or any of its Affiliates terminates the

Employee's employment, as defined in Treasury Regulations 1.409A-1(h)(1) ("***Separation from Service***"), other than for Cause, death or Disability, or the Employee terminates employment for Good Reason, subject to Section 3.3(d) and Section 3.6, if applicable:

(i) the Company shall pay to the Employee in a lump sum in cash within five business days of the date of termination an amount equal to two times the sum of (i) the amount of Base Salary in effect pursuant to Section 3.2(a) hereof at the date of termination plus (ii) the average of the annual bonuses paid or to be paid to the Employee with respect to the immediately preceding three fiscal years; *provided, however,* that, if the Employee has in effect a deferral election with respect to any percentage of the annual bonus which would otherwise become payable with respect to the fiscal year in which termination occurs, such lump sum payment shall be reduced by an amount equal to such percentage times the bonus component of the lump sum payment (which reduction amount shall be deferred in accordance with such election);

(ii) the Company shall pay to the Employee in a lump sum in cash, as promptly as practicable but in no case later than the 15th day of the third month following the end of the fiscal year of the Company in which the termination occurs, a *pro rata* performance bonus, the amount of which shall be determined by multiplying the annual bonus that the Employee would have earned with respect to the entire fiscal year in which the termination occurs, assuming that the Employee had served for the entire fiscal year and calculated by the Company in good faith to exclude the effects of the Change of Control on the applicable performance metrics used to calculate such bonus (including without limitation excluding the effects of any non-recurring transaction costs or any changes in overhead, interest, tax, intercompany or other expenses arising out of such transaction), by the fraction obtained by dividing the number of days in such year through the date of termination by 365; *provided, however,* that, if the Employee has in effect a deferral election with respect to any percentage of the annual bonus which would otherwise become payable with respect to the fiscal year in which termination occurs, such lump sum payment shall be reduced by an amount equal to such percentage times the lump sum payment (which reduction amount shall be deferred in accordance with such election); and, *further provided*, that if the bonus performance period in effect at the date of termination is less than a year, then the foregoing paragraph will apply with respect to such shortened performance period and all references to an annual period or 365 days shall mean the applicable shortened period or shortened number of days to the extent the context requires;

(iii) if, at the date of termination, the Company shall not yet have paid to the Employee (or deferred in accordance with any effective deferral election by the Employee) an annual bonus with respect to a fully completed fiscal year, the Company shall pay to the Employee in a lump sum in cash within five business days of the date of termination but in no case after the 15th day of the third month following the end of the fiscal year of the Company in which the termination occurs, an amount determined as follows: (i) if the Board (acting directly or indirectly through any committee or subcommittee) shall have already determined the amount of such annual bonus, such amount shall be paid, and (ii) if the Board shall not have already determined the amount of such annual bonus, the amount to be paid shall be the greater of the amount provided under Section 3.2(b) hereof or the annual bonus that the Employee would have earned with respect to such completed fiscal year, based solely upon the actual level of achievement of the objective performance goals established with respect to such bonus and assuming the achievement of 100% of any subjective performance goals or criteria otherwise applicable with respect to such bonus; *provided, however,* that, if the Employee has in effect a deferral election with respect to any percentage of the annual bonus which would otherwise become payable with respect to such completed fiscal year, such lump sum payment shall be reduced by an amount equal to such percentage times the lump sum payment (which reduction amount shall be deferred in accordance with such election); *provided, further,* that any payment under this subsection (iii) (or any payment under any other provision of this Agreement calculated by reference to prior or target bonus amounts) shall be payable notwithstanding any provision to the contrary set forth in any bonus plan or program of the Company;

(iv) for a period of two years following the date of termination of employment, or such longer period as may be provided by the terms of the appropriate plan, program, practice or policy (the "***Continuation Period***"), the Company shall at its expense continue on behalf of the Employee and his dependents and beneficiaries the life insurance, disability, medical, dental and hospitalization benefits (including any benefit under any individual benefit arrangement that covers medical, dental or hospitalization expenses not otherwise covered under any general Company plan) provided (x) to the Employee at any time during the one-year period prior to the Change in Control or at any time thereafter or (y) to other similarly-situated employees who continue in the employ of the Company or its Affiliates during the Continuation Period. If the Employee is a Specified Employee governed by Section 3.3(d), to the extent that any benefits provided to the Employee under this Section 3.3(a)(iv) are taxable to the Employee, then, with the exception of medical insurance benefits, the value of the aggregate amount of such taxable benefits provided to the Employee pursuant to this Section 3.3(a)(iv) during the six-month period following the date of termination shall be limited to the amount specified by Code Section 402(g)(1)(B) for the year in which the termination occurred. The Employee shall pay the cost of any benefits that exceed the amount specified in the previous sentence during the six-month period following the date of termination, and shall be reimbursed in full by the Company during the seventh month after the date of termination. The coverage and benefits (including deductibles and costs) provided in this Section 3.3(a)(iv) during the Continuation Period shall be no less favorable to the Employee and his dependents and beneficiaries than the most favorable of such coverages and benefits during any of the periods referred to in clauses (x) or (y) above; *provided, however,* in the event of the Disability of the Employee during the Continuation Period, disability benefits shall, to the maximum extent possible, not be paid for the Continuation Period but shall instead commence immediately following the end of the Continuation Period. The Company's obligation hereunder with respect to the foregoing benefits shall be limited to the extent that the Employee obtains any such benefits pursuant to a subsequent employer's benefit plans, in which case the Company may reduce the coverage of any benefits it is required to provide the Employee hereunder as long as the aggregate coverages and benefits of the combined benefit plans is no less favorable to the Employee than the coverages and benefits required to be provided hereunder. At the end of the Continuation Period, the Employee shall have assigned to him, at no cost and with no apportionment of prepaid premiums, any assignable insurance owned by the Company that relates specifically to the Employee unless such assignment is inconsistent with the terms of any split dollar arrangement with the Employee. The Employee will be eligible for coverage under the Consolidated Omnibus Budget Reconciliation Act at the end of the Continuation Period or earlier cessation of the Company's obligation under the foregoing provisions of this Section 3.3(a)(iv) (or, if the Employee shall not be so eligible for any reason, the Company will provide equivalent coverage);

(v) the Company at its cost shall provide to the Employee outplacement assistance by a reputable firm specializing in such services for the period beginning with the termination of employment and ending one year later; and

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(vi) the Company shall discharge its obligations under all other applicable sections of this Article III, including Sections 3.4, 3.5, 3.6 and 3.7.

To the extent that the amounts payable under Section 3.3(a)(iv), Section 3.3(a)(v), or Section 3.7 are deemed to be reimbursements and other separation payments under Treasury Regulations Section 1.409A-1(b)(9)(v), they shall not be deemed to provide for the deferral of compensation governed by Code Section 409A. If they do constitute deferral of compensation governed by Code Section 409A, they shall be deemed to be reimbursements or in-kind benefits governed by Treasury Regulations Section 1.409A-3(i)(1)(iv). If the previous sentence applies, (i) the amount of expenses eligible for reimbursement or in-kind benefits provided during the Employee's taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits in any other taxable year, (ii) the reimbursement of an eligible expense must be made on or before the last day of the Employee's taxable year following the taxable year in which the expense was incurred and (iii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

The payments and benefits provided in this Section 3.3(a) and under all of the Company's employee benefit and compensation plans shall be without regard to any plan amendment made after any Change of Control that adversely affects in any manner the computation of payments and benefits due the Employee under such plan or the time or manner of payment of such payments and benefits, excluding plan amendments that the Company is required by law to implement. After a Change of Control, no discretionary power of the Board or any committee thereof shall be used in a way (and no ambiguity in any such plan shall be construed in a way) which adversely affects in any manner any right or benefit of the Employee under any such plan.

(b) Death; Disability; Termination for Cause; or Voluntary Termination. If, after a Change of Control and during the Employment Term, the Employee's status as an employee is terminated (i) by reason of the Employee's death or Disability, (ii) by the Company for Cause or (iii) voluntarily by the Employee other than for Good Reason, this Agreement shall terminate without further obligation to the Employee or the Employee's legal representatives (other than the timely payment or provision of those already accrued to the Employee, imposed by law or imposed pursuant to employee benefit or compensation plans, programs, practices, policies or agreements maintained by the Company or its Affiliates).

(c) Notice of Termination. Any termination by the Company for Cause or by reason of the Employee's Disability, or by the Employee for Good Reason, shall be communicated by a Notice of Termination to the other party given in accordance with Section 5.2 of this Agreement. For purposes of this Agreement, a "***Notice of Termination***" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Employee's employment under the provision so indicated and (iii) if the effective date of the termination is other than the date of receipt of such notice, specifies the termination date (which date shall be not more than 30 days after the giving of such notice), provided that the effective date for any termination by reason of the Employee's Disability shall be the 30th day after the giving of such notice, unless prior to such 30th day the Employee shall have resumed the full-time performance of his duties. The failure by the Employee or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Cause, Disability or Good Reason shall not waive any right of the Employee or the Company, respectively, hereunder or preclude the Employee or the Company, respectively, from asserting such fact or circumstance in enforcing the Employee's or the Company's rights hereunder.

(d) Six-Month Delay for Specified Employees. Notwithstanding any other provision hereof, payments hereunder which constitute deferred compensation under Code Section 409A and the Treasury Regulations thereunder and which are not exempt from coverage by Code Section 409A and the Treasury Regulations thereunder shall commence, if Employee is then a Specified Employee and payment is triggered by his Separation from Service, on the first day of the seventh month following the date of the Specified Employee's Separation from Service, or, if earlier, the date of death of the Specified Employee. On the first day of such seventh month or on the first day of the month following the earlier death of the Specified Employee, the Specified Employee or his estate or spouse, as the case may be, shall be paid in a lump sum the amount that the Specified Employee would have been paid hereunder over the preceding six months (or, if earlier, the months preceding the date of death) but for the fact that he was a Specified Employee. Nevertheless, for all other purposes of this Agreement, the payments shall be deemed to have commenced on the date they would have had the Employee not been a Specified Employee, and payment of any remaining benefits shall be made as otherwise scheduled hereunder.

3.4 **Accrued Obligations and Other Benefits.** It is the intent of this Agreement that upon termination of employment for any reason following a Change of Control the Employee or his legal representatives be entitled to receive promptly, and in addition to any other benefits specifically provided, (a) the Employee's Base Salary through the date of termination to the extent not theretofore paid, (b) any accrued vacation pay, to the extent not theretofore paid, and (c) any other amounts or benefits required to be paid or provided or which the Employee or his legal representatives are entitled to receive under any plan, program, policy, practice or agreement of the Company.

3.5 **Stock Options and Other Incentives.** The foregoing benefits provided for in this Article III are intended to be in addition to the value or benefit of any stock options, restricted stock, restricted stock units, performance shares or similar awards, the exercisability, vesting or payment of which is accelerated or otherwise enhanced upon a Change of Control pursuant to the terms of any stock option, incentive or other similar plan or agreement heretofore or hereafter adopted by the Company or the Post-Transaction Company.

3.6 **Conditional Payment Reductions**.

(a) Notwithstanding any other contrary provisions in any plan, program or policy of the Company, if all or any portion of the benefits payable under this Agreement, either alone or together with other payments and benefits that the Employee receives or is entitled to receive from the Company, would constitute a "***parachute payment***" within the meaning of Section 280G of the Code, the Company shall reduce the Employee's payments and benefits payable under this Agreement to the extent necessary so that no portion thereof shall be subject to the excise tax imposed by Section 4999 of the Code, but only if, by reason of such reduction, the net after-tax benefit shall exceed the net after-tax benefit if such reduction were not

made. "Net after-tax benefit" for these purposes shall mean (i) the sum of the total amount payable to Employee under the Agreement, plus all other payments and benefits which Employee receives or is then entitled to receive from the Company that, alone or in combination with the payments and benefits payable under the Agreement, would constitute a parachute payment within the meaning of Section 280G of the Code (each such benefit hereinafter referred to as an "***Additional Parachute***

Payment”), less (ii) the amount of federal income taxes payable with respect to the foregoing calculated at the maximum marginal income tax rate for each year in which the foregoing shall be paid to the Employee (based upon the rate in effect for such year as set forth in the Code at the time of the payment under the Agreement), less (iii) the amount of excise taxes imposed with respect to the payments and benefits described in (i) above by Section 4999 of the Code. The parachute payments reduced under this section shall be those that the Employee determines provide the Employee the best economic benefit and, to the extent any parachute payments are economically equivalent with each other, each shall be reduced pro rata; *provided*, *however*, that the Employee may elect to have the non-cash payments and benefits due the Employee reduced or eliminated prior to any reduction of the cash payments due under this Agreement.

(b) All determinations required to be made under this Section 3.6 shall be made by the accounting firm that was the Company’s independent auditor prior to the Change of Control or any other third party mutually acceptable to the Employee and the Company (the “***Accounting Firm***”). The Accounting Firm shall provide detailed supporting calculations both to the Company and the Employee. All fees and expenses of the Accounting Firm shall be borne solely by the Company. Absent manifest error, any determination by the Accounting Firm shall be binding upon the Company and the Employee.

(c) For purposes of determining whether and the extent to which any payments would constitute a “parachute payment” (i) no portion of any payments or benefits that the Employee shall have waived at such time and in such manner as not to constitute a “payment” within the meaning of section 280G(b) of the Code shall be taken into account, (ii) no portion of the payments shall be taken into account which, in the opinion of tax counsel (“***Tax Counsel***”) reasonably acceptable to the Employee and selected by the Accounting Firm, does not constitute a “parachute payment” within the meaning of section 280G(b)(2) of the Code (including by reason of section 280G(b)(4)(A) of the Code) and, in calculating the excise tax, no portion of such payments shall be taken into account which, in the opinion of Tax Counsel, constitutes reasonable compensation for services actually rendered, within the meaning of section 280G(b)(4)(B) of the Code, in excess of the “base amount” (within the meaning set forth in section 280G(b)(3) of the Code) allocable to such reasonable compensation, and (iii) the value of any non-cash benefit or any deferred payment or benefit included in the payments shall be determined by the Accounting Firm in accordance with the principles of sections 280G(d)(3) and (4) of the Code.

3.7 **Legal Fees.** The Company agrees to reimburse the Employee for all legal fees and other expenses which the Employee may reasonably incur as a result of any contest by the Company or the Post-Transaction Company of the validity or enforceability of, or liability under, any provision of this Agreement, but only if, when and to the extent the Employee prevails with respect to such contest.

3.8 **Set-Off; Mitigation.** After a Change of Control, the obligations of the Company and its Affiliates to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Company or its Affiliates may have against the Employee or others, other than as expressly provided to the contrary in Section 3.3(a)(iv), Section 3.10 or Section 4.3. It is the intent of this Agreement that in no event shall the Employee be obligated to seek other employment or take any other action to mitigate the amounts or benefits payable to the Employee under any of the provisions of this Agreement.

3.9 **Certain Pre-Change-of-Control Terminations.** Notwithstanding any other provision of this Agreement, the Employee’s employment shall be deemed to have been terminated following a Change of Control by the Company without Cause (and the Employee shall be entitled to receive all payments and benefits associated therewith) if the Employee’s employment is terminated by the Company or any of its Affiliates without Cause prior to a Change of Control (whether or not a Change of Control actually occurs) and such termination (i) was at the request or direction of a third party who has taken steps designed to effect a Change of Control or otherwise arose in connection with or in anticipation of a Change of Control or (ii) occurred after discussions with a third party regarding a possible Change of Control transaction commenced and such discussions produced (whether before or after such termination) either a preliminary or definitive agreement with respect to such a transaction or a public announcement of the pending transaction (whether or not a Change of Control actually occurs.

3.10 **Other Severance Plans.** If the Employee becomes entitled to receive severance benefits under this Article III, the Company shall not be required to pay the Employee any additional severance payment under any other severance or salary continuation policy, plan, agreement or arrangement maintained by the Company or its Affiliates unless such other policy, plan, agreement or arrangement expressly provides to the contrary.

ARTICLE IV
NONDISCLOSURE AND NONSOLICITATION

4.1 **Nondisclosure of Confidential Information**. The Employee acknowledges and agrees that in the course of the Employee's employment the Employee has been in a position to have access to and develop Confidential Information, and will continue to be in position to receive and develop Confidential Information during the Employee's tenure as an employee of the Company or any of its Affiliates. As long as the Employee is an employee of the Company or any of its Affiliates, the Employee shall hold in a fiduciary capacity for the benefit of the Company all Confidential Information which the Employee obtained during the Employee's employment (whether prior to or after the Agreement Date) and shall use such Confidential Information solely in the good faith performance of his duties for the Company and its Affiliates. If the employment of the Employee is terminated for any reason, then, commencing with the termination date and continuing until the fifth anniversary of such date, the Employee shall (a) not communicate, divulge or make available to any Person (other than the Company and its Affiliates) any such Confidential Information, except with the prior written consent of the Company or as may be required by law or legal process, and (b) deliver promptly to the Company upon its written request any Confidential Information in his possession, including any duplicates thereof and any notes or other records the Employee has prepared with respect thereto,

provided that Employee need not deliver to the Company, and may retain, one copy of any personal diaries, calendars, or personal notes of correspondence. If the provisions of any applicable law or the order of any court would require the Employee to disclose or otherwise make available any Confidential Information to a governmental authority or to any other third party, the Employee shall give the Company, unless it is unlawful to do so, prompt prior written notice of such required disclosure and an opportunity to contest the requirement of such disclosure or apply for a protective order with respect to such Confidential Information by appropriate proceedings.

Notwithstanding the foregoing, and in accordance with 18 U.S.C. § 1833, neither this Agreement nor any Lumen policy prohibits Employee (1) from disclosing Confidential Information (a) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (2) from disclosing Confidential Information in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Disclosures to attorneys, made under seal, or pursuant to court order are also protected in certain circumstances under 18 U.S.C. § 1833.

This section does not prohibit disclosure of information that Employee otherwise has a right to disclose as legally-protected conduct, including but not limited to reporting possible violations of local, state, or federal law or regulation to any government agency or entity, including, but not limited to the Equal Employment Opportunity Commission, Department of Justice, the Securities and Exchange Commission, the U.S. Congress, and any Inspector General, or making other disclosures that are protected under the whistle blower provisions of law. This section also does not prohibit Employee from reporting, disclosing, or discussing conduct Employee reasonably believe constitutes work-related discrimination, harassment, retaliation, sexual assault or wage-and-hour violations

4.2 **Non-solicitation; Non-disparagement**.

(a) The Employee agrees that, during the term of this Agreement and for a period following the termination date of two years if the Employee's employment is terminated by the Company for Cause or by the Employee without Good Reason or one year if the Employee's employment is terminated for any other reason, the Employee will not, directly or indirectly, in any capacity whatsoever, either on the Employee's own behalf or on behalf of any other Person with whom the Employee may be employed or otherwise associated:

(i) make contact with any employee of the Company or its Affiliates for the purpose of soliciting such employee for hire, whether as an employee, independent contractor, consultant or otherwise, or otherwise disrupting such employee's relationship with the Company or its Affiliates; or

(ii) make any statement or disclose any information to any customers, suppliers, lenders, lessors, licensees, other employees of the Company or its Affiliates or others that is defamatory or derogatory with respect to the business, operations, management or other employees of the Company or its Affiliates, or take any other action that could reasonably be expected to injure the Company in its business relationships with

any of the foregoing parties or result in any other detrimental effect on the Company or its Affiliates. However, nothing in this section shall limit Employee's right to file a charge of discrimination, participate in any agency investigation, or file an unfair labor practice charge. In addition, this paragraph does not prohibit Employee from providing truthful information a) as required by applicable law or regulation or by legal or regulatory process or proceeding or b) to governmental or regulatory agencies. This paragraph does not prohibit disclosure of information that Employee otherwise has a right to disclose as legally-protected conduct, including but not limited to reporting possible violations of local, state, or federal law or regulation to any government agency or entity, including but not limited to the Equal Employment Opportunity Commission, the Department of Justice, the Securities and Exchange Commission, the U.S. Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of law. This paragraph also does not prohibit Employee from reporting, disclosing or discussing conduct Employee reasonably believes constitutes work-related discrimination, harassment, retaliation, sexual assault or wage-and-hour violations.

4.3 **Injunctive Relief; Forfeiture of Future Payments and Benefits; Other Remedies**. The Employee acknowledges that a breach by the Employee of Sections 4.1 or 4.2 herein would cause immediate and irreparable harm to the Company for which an adequate monetary remedy does not exist; hence, the Employee agrees that, in the event of a breach or threatened breach by the Employee of the provisions of Sections 4.1 or 4.2 herein during or after the effective date of the Employee's termination, the Company shall be entitled to injunctive relief restraining the Employee from such violation without the necessity of proof of actual damage or the posting of any bond, except as required by non-waivable, applicable law. Nothing herein, however, shall be construed as prohibiting the Company from pursuing any other remedy at law or in equity to which the Company may be entitled under applicable law in the event of a breach or threatened breach of this Agreement by the Employee, including without limitation the recovery of damages, costs or expenses, such as reasonable attorneys' fees, incurred by the Company as a result of any such breach or threatened breach. In addition to the foregoing remedies, the Company shall have the right upon the occurrence of any breach of any nondisclosure or non-solicitation covenant contained in this Article IV, to cancel any unpaid severance payments, salary, bonus, commissions or reimbursements otherwise outstanding at the termination date, including the suspension, reduction or elimination of payments and benefits under Article III. The Employee acknowledges that any such suspension, reduction or elimination of payments would not constitute, and should not be characterized as, liquidated damages.

4.4 **Governing Law of this Article IV; Consent to Jurisdiction**. Any dispute regarding the reasonableness of the covenants and agreements set forth in this Article IV or the remedies available to the Company upon any breach of such covenants and agreements, shall be governed by and interpreted in accordance with the laws of the State of California. The parties agree that it is their mutual intent that the provisions of this Agreement be enforced to the fullest extent permitted under applicable law, whether now or hereafter in effect, and, to the extent permitted by applicable law, the parties waive any provision of applicable law that would render any provision of Article IV invalid or unenforceable.

ARTICLE V
MISCELLANEOUS

5.1 **Binding Effect; Successors**.

(a) This Agreement shall be binding upon and inure to the benefit of the Company and its successors or assigns, but the Company may assign this Agreement only (i) to an Affiliate or (ii) pursuant to a merger or consolidation in which the Company is not the continuing entity, or the sale or liquidation of all or substantially all of the assets of the Company, provided that the assignee or transferee is the successor to all or substantially all of the assets of the Company and such assignee or transferee assumes the liabilities, obligations and duties of the Company under this Agreement, either contractually on the terms specified below or as a matter of law.

(b) This Agreement is personal to the Employee and shall not be assignable by the Employee without the consent of the Company (there being no obligation to give such consent) other than such rights or benefits as are transferred by will or the laws of descent and distribution, which shall inure to the benefit of the Employee's legal representatives.

(c) The Company shall require any successor to or assignee of (whether direct or indirect, by purchase, share exchange, merger, consolidation or otherwise) all or substantially all of the assets or businesses of the Company (i) to assume unconditionally and expressly this Agreement and (ii) to agree to perform or to cause to be performed all of the obligations under this Agreement in the same manner and to the same extent as would have been required of the Company had no assignment or succession occurred.

(d) The Company shall also require all entities that control or that after the transaction will control (directly or indirectly) the Company or any such successor or assignee to agree to cause to be performed all of the obligations under this Agreement.

(e) The obligations of the Company and the Employee which by their nature may require either partial or total performance after the expiration of the term of the Agreement shall survive such expiration.

5.2 **Notices.** All notices hereunder must be in writing and shall be deemed to have been given upon receipt of delivery by: (a) hand (against a receipt therefor), (b) certified or registered mail, postage prepaid, return receipt requested, (c) a nationally recognized overnight courier service or (d) telecopy transmission with confirmation of delivery. All such notices must be addressed as follows:

If to the Company, to:

Lumen Technologies, Inc.
100 CenturyLink Drive
Monroe, Louisiana 71203
Attn: Executive Vice President Chief People Officer

If to the Employee, to:

Chadwick Ho
3148 Cavendish Drive
Los Angelas, CA 90064-4742

or such other address as to which any party hereto may have notified the other in writing.

5.3 **Governing Law.** This Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of California without regard to principles of conflict of laws.

5.4 **Withholding.** The Employee agrees that the Company has the right to withhold, from the amounts payable pursuant to this Agreement, all amounts required to be withheld under applicable income or employment tax laws, or as otherwise stated in documents granting rights that are affected by this Agreement.

5.5 **Amendment and Compliance with Law.** No provision of this Agreement may be modified or amended except by an instrument in writing signed by both parties. Notwithstanding any other provision of this Agreement, it is the intention of the parties to this Agreement that no payment or entitlement pursuant to this Agreement will give rise to any adverse tax consequences to the Employee under Code Section 409A and Treasury Regulations and other interpretive guidance issued thereunder, including those issued after the date hereof (collectively, "***Section 409A***"). This Agreement and any amendments hereto shall be interpreted and administered to that end and (i) to the maximum extent permitted by law, no effect shall be given to any provision herein, any amendment hereto or any action taken hereunder in a manner that reasonably could be expected to give rise to adverse tax consequences under Section 409A and (ii) the parties shall take any corrective action reasonably within their control that are necessary to avoid such adverse tax consequences.

5.6 **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall at any time or to any extent be invalid, illegal or unenforceable in any respect as written, the Employee and the Company intend for any court construing this Agreement to modify or limit such provision so as to render it valid and enforceable to the fullest extent allowed by law. Any such provision that is not susceptible of such reformation shall be ignored so as to not affect any other term or provision hereof, and the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected thereby and shall be valid and enforced to the fullest extent permitted by law.

5.7 **Waiver of Breach.** Except as expressly provided herein to the contrary, the failure by any party to enforce any of its rights hereunder shall not be deemed to be a waiver of such rights, unless such waiver is an express written waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

5.8 **Remedies Not Exclusive.** No remedy specified herein shall be deemed to be such party's exclusive remedy, and accordingly, in addition to all of the rights and remedies provided for in this Agreement, the parties shall have all other rights and remedies provided to them by applicable law, rule or regulation, including without limitation the right to claim interest with respect to any payment not timely made hereunder.

5.9 **Company's Reservation of Rights.** The Employee acknowledges and understands that (i) the Employee is employed at will by either the Company or one of its Affiliates (the "***Employer***"), (ii) the Employee serves at the pleasure of the board of directors of the Employer, and (iii) the Employer has the right at any time to terminate the Employee's status as an employee, or to change or diminish his status during the Employment Term, subject to the rights of the Employee to claim the benefits conferred by this Agreement. Notwithstanding any other provisions of this Agreement to the contrary, this Agreement shall not entitle the Employee or his legal representatives to any severance or other benefits of any kind prior to a Change of Control or to any such benefits if Employee is not employed by the Company or one of its Affiliates on the date of a Change of Control, except in each case for those rights afforded under Section 3.9.

5.10 **Non-exclusivity of Rights.** Subject to Section 5.9, nothing in this Agreement shall prevent or limit the Employee's continuing or future participation in any plan, program, policy or practice provided by the Company or any of its Affiliates and for which the Employee may qualify, nor shall anything herein limit or otherwise restrict such rights as the Employee may have under any contract or agreement with the Company or any of its Affiliates.

5.11 **Demand for Benefits.** Unless otherwise provided herein, the payment or payments due hereunder shall be paid to the Employee without the need for demand, and to a beneficiary upon the receipt of the beneficiary's address and social security number. In all such cases, the Employee or beneficiary shall provide all required tax withholding information or forms upon the Company's request. Nevertheless, the Employee or a Person claiming to be a beneficiary who claims entitlement to a benefit can file a claim for benefits hereunder with the Company. Unless otherwise provided herein, the Company shall accept or reject the claim within ten business days of its receipt. If the claim is denied, the Company shall give the reason for denial in a written notice that refers to the provision of this Agreement that forms the basis of the denial. If any additional information or material is necessary to perfect the claim, the Company will identify these items in writing and explain why such additional information is necessary.

5.12 **Authority.** The Company represents and warrants that (i) its execution and delivery of this Agreement has been duly authorized by the Board and (ii) no other corporate proceedings are necessary to authorize the Company's execution, delivery and performance of this Agreement.

5.13 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

Exhibit 10.2

5.14 **Interpretation.** Any reference to any section of the Code or the Treasury Regulations shall be deemed to also refer to any successor provisions thereto.

5.15 **The Employee's Acknowledgment**. The Employee represents to the Company that he has read and understands, and agrees to be bound by, each of the terms of this Agreement, including Article IV.

IN WITNESS WHEREOF, the Company and the Employee have caused this Change of Control Agreement to be executed as of the Agreement Date.

LUMEN TECHNOLOGIES, INC.

By:
[NAME]
[TITLE]

EMPLOYEE:

[NAME]

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Kate Johnson, Chief Executive Officer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Lumen Technologies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors:

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 30, 2024 August 6, 2024

/s/ Kate Johnson

Kate Johnson
Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Chris Stansbury, Chief Financial Officer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Lumen Technologies, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors:

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 30, 2024 August 6, 2024

/s/ Chris Stansbury

Chris Stansbury
Executive Vice President and Chief
Financial Officer

Exhibit 32.1

Certification Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

I, Kate Johnson, Chief Executive Officer of Lumen Technologies, Inc. ("Lumen Technologies"), certify that, to my knowledge, the Quarterly Report on Form 10-Q for the quarter ended March 31, 2024 June 30, 2024 of Lumen Technologies fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 and that the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Lumen Technologies as of the dates and for the periods covered by such report.

A signed original of this statement has been provided to Lumen Technologies and will be retained by Lumen Technologies and furnished to the Securities and Exchange Commission or its staff upon request.

Date: April 30, August 6, 2024

/s/ Kate Johnson

Kate Johnson
Chief Executive Officer

Exhibit 32.2

Certification Pursuant to

18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

I, Chris Stansbury, Chief Financial Officer of Lumen Technologies, Inc. ("Lumen Technologies"), certify that, to my knowledge, the Quarterly Report on Form 10-Q for the quarter ended March 31, 2024 June 30, 2024 of Lumen Technologies fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 and that the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Lumen Technologies as of the dates and for the periods covered by such report.

A signed original of this statement has been provided to Lumen Technologies and will be retained by Lumen Technologies and furnished to the Securities and Exchange Commission or its staff upon request.

Date: April 30, August 6, 2024	/s/ Chris Stansbury
	Chris Stansbury
	Executive Vice President and Chief Financial Officer

DISCLAIMER

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