



April 3, 2012

Mary Young  
2540 Landers Ave  
Roseburg, OR 97471

Dear Mary:

Congratulations on your new position with CenturyLink! The details of your assignment are below:

**Job Title:** Inbound Sales & Care Representative-Work at Home

**Location:** Work at Home

**Start Date:** To Be Determined

**Base Compensation:** \$10.50 Per Hour

**Approximate length of Temporary Assignment:** 180 days

Please note: The length of this temporary assignment is not anticipated to exceed 180 days. After approximately 180 days, we will review your attendance and performance, and based on position availability will bring you into a regular, full-time position at that time. Unlike regular, full-time positions, temporary positions like yours are not eligible for any type of CenturyLink benefits.

**Important!** The U.S. Citizenship and Immigration Services require all employers to provide proof of authorization to work in the United States for all persons hired. No later than Day 1 of your first day of employment you will need to complete an Employment Eligibility Verification Form No later than Day 1 of your first day of employment you will need to complete an Employment Eligibility Verification Form I-9. For detailed instructions please visit [www.centurylinkbenefits.com](http://www.centurylinkbenefits.com). On the left side of the page under "New Hire" click on Required I-9 Information. Acceptable documents that may be used for proof of authorization to work in the U.S. are also located on this website. You must provide those documents, as instructed by your Manager, within your first three days of employment. If you fail to comply with these requirements, your employment may be terminated.

Your employment will be subject to and governed by the CenturyLink Employee Handbook.

Your acceptance of this offer will constitute an express acceptance of the terms, provisions, and policies contained in the handbook. Any future changes in the handbook will also automatically be binding on you.

CenturyLink prides itself on Competing with Integrity, so you will be expected to abide by the CenturyLink Code of Conduct. Your manager will provide a copy of the Code of Conduct for your review shortly after you start work.

**Please pay special attention to the following items as this offer of employment is conditional upon your completion of each within the time frames indicated, and several of the items require immediate attention:**

1. Successfully completing a drug screen **within two (2) business days** of your receipt of this letter. Please locate the instructions in your offer packet to schedule your drug screen nearest your home or work location. You will not be contacted as to the results of your drug screen unless there is a concern.
2. Completing and Returning the enclosed Authorization for Background Investigation form **within two (2) business days** of your receipt of this letter. You will not be contacted as to the results of the background checks that this form authorizes unless there is a concern. (Please see A Summary of Your Rights Under the Fair Credit Reporting Act enclosure.)
3. **Completing the Request for Information within two (2) business days of receipt of the link from A-Check America, Inc.** You will receive an email sent to your personal email account from A-Check America, Inc. on behalf of CenturyLink. Please access the link provided in this email and complete all required information. This task must be completed by you so that we may complete your pre-employment background check. If you do not have an active email address, please complete and return the Request for Information/Post Offer form found in your offer packet.
4. Accepting this Conditional Offer Letter and Attachments within **two (2) business days** of your receipt of this letter. The Attachment will govern many of the specific legal conditions of our employer-employee relationship, including an agreement to arbitrate employment-related disputes. Your offer is contingent upon you meeting and continuing to meet all of the conditions set forth therein, in the sole determination of CenturyLink. Please read these conditions carefully before signing.

Your employment at CenturyLink will be at-will, meaning there will be no agreement for employment for any particular period of time. Either you or CenturyLink can terminate your employment at any time and for any reason, with or without notice. Again, the anticipated length of your assignment is noted above.

This offer supersedes any prior agreements, understandings or representations regarding your employment at CenturyLink, and the terms of this offer cannot be altered or otherwise changed except by a written document that has been approved and signed by the Vice President of Human Resources.

Welcome to CenturyLink -- the most experienced communication provider in our markets. If you have any questions, please feel free to contact me.

Sincerely,

Jessica Tai  
CenturyLink Strategic Staffing & Recruiting

## **CONDITIONAL OFFER LETTER ATTACHMENT**

As used in this Attachment, “CENTURYLINK” means any subsidiary (including Qwest) or affiliate of CenturyLink, Inc., and any predecessor or successor to those subsidiaries or affiliates, and the employees, officers, directors, and agents of each.

### **COMPLIANCE WITH POLICIES**

You must agree to abide by CenturyLink policies as they are issued or modified from time to time. Your employment will be subject to and governed by the CenturyLink Employee Handbook. Your acceptance of this offer will constitute an express acceptance of the terms, provisions, and policies contained in the Handbook. Any future changes in the Handbook will also automatically be binding on you, in accordance with the provisions of the Handbook.

You also must agree to abide by the CenturyLink Code of Conduct. Adherence to the Code of Conduct is mandatory for all employees. Also, you must complete all assigned Courses, acknowledgements and certifications, if applicable, by their due dates. Failure to complete your compliance requirements on time may subject you to discipline, up to and including termination of employment or loss of eligibility for bonus or merit pay. You are required to disclose to the Ethics and Compliance department all potential or actual conflicts of interest. You must familiarize yourself with CenturyLink’s Conflict of Interest Policy, which is part of the CenturyLink Code of Conduct, so that you can identify potential conflicts of interest. Situations in which conflicts may arise include, but are not limited to, those involving the supervision of relatives, you having a direct financial interest in a competitor’s or supplier’s firm, or you holding a job outside of CenturyLink with a supplier or competitor. The Code of Conduct also restricts the disclosure and use of company confidential, proprietary and trade secret information. Please contact the Ethics and Compliance group if you have any questions about this policy or need more detailed information. If you do not identify any conflicts of interest to the Ethics and Compliance group prior to signing this Attachment, then by signing, you are confirming that you have no conflicts of interest.

### **INTELLECTUAL PROPERTY**

As a condition of employment, you must agree that any inventions, discoveries, creations (including without limitation software, writings, drawings and other works), improvements, Confidential Information and other intellectual property that you may develop or create, or assist in developing or creating during your employment with CenturyLink, whether or not patentable or eligible for copyright, that relate to the actual, planned, or foreseeable business or other activities of CenturyLink, or that result from your work for CenturyLink, shall be the exclusive property of CenturyLink. You shall promptly disclose such property to CenturyLink and shall, both during and after your employment, and without additional compensation, execute all assignments and other documents and do all things reasonably necessary to secure and enforce U.S. and foreign intellectual property rights for CenturyLink, including patents and copyrights. You are not obligated to assign any intellectual property to CenturyLink that you created prior to

your employment with CenturyLink. You must identify in writing on a separate page any such intellectual property that has not been patented or published and forward it along with this Attachment to CenturyLink.

### **INDEPENDENT CONTRACTOR OR CONTRACTOR THROUGH AN AGENCY**

As a condition of employment, you agree that if you worked at CenturyLink as an independent contractor or through a contracting agency, you were not an active CenturyLink employee and therefore you were not eligible to participate in the CenturyLink benefit plans or programs available to CenturyLink employees and you did not earn any service credit under any such plans or programs.

### **RECOVERY OF BENEFITS, OVERPAYMENTS AND INDEBTEDNESS**

As a condition of employment, you must agree that both during your employment and upon termination, CenturyLink may, where permitted by law, withhold from any compensation due to you, all amounts necessary to compensate the company for your overuse of Paid Time Off, all amounts you received from the company to which you were not legally entitled, including any inadvertent overpayments, and all indebtedness to an employee benefit plan or to the company, including but not limited to unpaid telephone charges and company credit card charges. Should CenturyLink incur legal expenses in collecting these amounts, you are personally liable for such expenses.

### **AGREEMENT FOR ARBITRATION**

As a condition of employment, you must agree that any claim, controversy or dispute between you and CenturyLink relating in any way to your employment, compensation, other terms and conditions of employment, the termination of your employment, or the interpretation of the conditional offer letter or this Attachment, whether sounding in contract, statute, tort, fraud, misrepresentation, discrimination or any other legal theory; claims under Title VII of the Civil Rights Act of 1964, as amended; claims under the Civil Rights Act of 1991; claims under the Age Discrimination in Employment Act of 1967, as amended; claims under 42 U.S.C. sections 1981, 1981a, 1983, 1985, or 1988; claims under the Family and Medical Leave Act of 1993; claims under the Americans with Disabilities Act of 1990, as amended; claims under the Rehabilitation Act of 1973, as amended; claims under the Fair Labor Standards Act of 1938, as amended; claims under the Employee Retirement Income Security Act of 1974, as amended, whether individual or on behalf of the plans; claims under the Colorado Anti-Discrimination Act; or claims under any other similar federal, state, or local law or regulation, whenever brought or amended, shall be resolved by arbitration. However, if you would be legally required to exhaust administrative remedies before obtaining legal relief, you can and must exhaust such administrative remedies prior to pursuing arbitration. The only legal claims between you and CenturyLink that are not included within this Agreement for Arbitration are claims by you for workers' compensation or unemployment compensation benefits. **By signing this Attachment, you voluntarily, knowingly and intelligently waive any right you may otherwise have to seek remedies in court or other forums, including the right to a jury trial. CenturyLink also hereby voluntarily, knowingly and intelligently waives any right it might otherwise**

**have to seek remedies against you in court or other forums, including the right to a jury trial.** The Federal Arbitration Act, 9 U. S.C. sections 1-16 (“FAA”) shall govern the arbitrability of all claims, provided that they are enforceable under the FAA, as it may be amended from time to time. To the extent the FAA does not apply or govern, Louisiana law shall apply. In the event Louisiana law may not lawfully be applied, the law of the state in which you principally performed the duties of your position with CenturyLink shall apply. Additionally, the substantive law of Louisiana, to the extent it is consistent with the terms stated in this Attachment, shall apply to any common law claims. This Agreement for Arbitration supersedes any prior arbitration agreement between you and CenturyLink.

A single arbitrator engaged in the practice of law shall conduct the arbitration under the applicable rules and procedure of the American Arbitration Association (“AAA”). Any dispute that relates to your employment with CenturyLink or to the termination of your employment will be conducted under the AAA National Rules for the Resolution of Employment Disputes in effect when the demand for arbitration is filed. The parties shall mutually agree upon an arbitrator and a location for the arbitration within the state where you work or worked for CenturyLink at the time the dispute arose. Other than as set forth herein, the arbitrator shall have no authority to add to, detract from, change, amend, or modify existing law. The arbitrator shall have the authority to order such discovery as is necessary for a fair resolution of the dispute. The arbitrator may award punitive damages, where provided for by statute or the common law, subject to applicable caps (including but not limited to those set forth in 42 U.S.C. Section 1981a), regardless of any limitations imposed by federal, state, or local laws regarding punitive damage awards in arbitration proceedings. All arbitration proceedings, including without limitation, settlements under this Agreement for Arbitration will be confidential. You shall not be required to pay more than One Hundred Twenty-five Dollars of the arbitrator’s total fees and expenses. The prevailing party in any arbitration shall be entitled to receive reasonable attorneys’ fees as provided by law. The arbitrator’s decision and award shall be final and binding, as to all claims that were, or could have been raised in the arbitration, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator’s award shall be in writing and shall reveal the essential findings and conclusions on which the award is based. If any party hereto files a judicial or administrative action asserting claims subject to this Agreement for Arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing said action shall pay the other party’s costs and expenses incurred in seeking such stay and/or compelling arbitration, not to exceed two thousand, five hundred dollars.

**Exception to Agreement for Arbitration for Sarbanes-Oxley (SOX) whistleblower claims.**

This Agreement for Arbitration does not require arbitration of any claims to enforce rights or remedies provided by 18 U.S.C. § 1514A.

**Exception to Agreement for Arbitration for Employees Performing Work on Certain**

**Federal Contracts:** If you are being hired to perform work on a Federal contract that is: (1) in excess of \$1,000,000; (2) awarded after February 17, 2010; and (3) funded under the Department of Defense Appropriations Act of 2010, then you are not required, as a condition of employment, to resolve through arbitration any claim under Title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery,

intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision or retention. All other claims remain subject to this Agreement for Arbitration.

**All other claims, other than those covered by the above two Exceptions, remain subject to this Agreement for Arbitration.**

### **TIME LIMIT TO FILE CLAIMS**

As a condition of employment, you agree that to the extent the law allows you to bring claims against any CenturyLink company, employee or director relating to your employment, you will bring all such claims within the time required by law or six (6) months from the date of the action or event forming the basis for your claims, whichever comes first. By signing below, you acknowledge that you are not waiving any substantive rights, only agreeing that you must bring claims to enforce your rights within these time limits. You acknowledge that this is a reasonable amount of time for you to decide whether to assert claims. You also acknowledge that both you and CenturyLink have several reasons for requiring you to bring claims quickly, including allowing CenturyLink to ensure it is complying with applicable laws, preventing the loss of evidence or witnesses or a failure of memory, and mitigating potential damages. This paragraph does not apply to claims for which you are legally required to exhaust administrative remedies with a governmental agency. For only those claims, the running of the time limit will be tolled or stopped from the date you file your complaint with the governmental agency, and will begin running again on the first date that you are permitted to bring your claims. If after you are hired your employment is subject to the terms of a Collective Bargaining Agreement, this paragraph does not apply to any claims which you are permitted to bring through the grievance and arbitration process. All other claims must still be brought within the time required by law or six (6) months, whichever comes first. If any part of this paragraph is found to be illegal or unenforceable, you agree that part shall be modified to the minimum extent necessary to make it enforceable.

### **NO PREVIOUS AGREEMENTS LIMITING EMPLOYMENT WITH CENTURYLINK**

By signing below, you confirm that you are not bound by any agreement with any previous employer or any party which restricts in any way your prospective employment by CenturyLink (for example, any non-compete agreement, non-disclosure or confidentiality agreement, non-solicitation agreement, etc.). Such agreements may be contained in offer letters from previous employers, stock option grants, employment agreements, independent contractor or consulting agreements, agreements for the sale of a business etc. By signing below, you also represent that your employment with CenturyLink and the performance of your proposed duties for CenturyLink will not violate any obligations you have to such previous employer or other party. In your work for CenturyLink, you will not disclose or make use of any information or trade secrets in violation of any agreements with or rights of any such previous employer or other party, and you will not bring to CenturyLink's premises any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

CenturyLink reserves the right to revoke this offer at any time before employment begins.

**THIS ATTACHMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES.**

By signing below, I affirm my understanding of and agreement to the terms and conditions set forth above, and hereby accept this offer of employment:

Legal Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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