

LEVEL 3 COMMUNICATIONS INC

FORM 8-K (Current report filing)

Filed 06/06/11 for the Period Ending 06/01/11

Address	1025 ELDORADO BOULEVARD BLDG 2000 BROOMFIELD, CO 80021
Telephone	7208881000
CIK	0000794323
Symbol	LVLT
SIC Code	4813 - Telephone Communications, Except Radiotelephone
Industry	Communications Services
Sector	Services
Fiscal Year	12/31

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **June 1, 2011**

Level 3 Communications, Inc.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other
jurisdiction of incorporation)

0-15658
(Commission File
Number)

47-0210602
(IRS employer
Identification No.)

1025 Eldorado Blvd., Broomfield, Colorado
(Address of principal executive offices)

80021
(Zip code)

720-888-1000
(Registrant's telephone number including area code)

Not applicable
(Former name and former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02(e) Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On June 6, 2011, Level 3 Communications, Inc. (the “Company”) announced that Thomas C. Stortz has rejoined the Company as its Executive Vice President, Chief Administrative Officer and Secretary effective June 1, 2011. Until his retirement from the Company effective April 1, 2011, Mr. Stortz was Executive Vice President, Chief Legal Officer and Secretary.

Also effective June 1, 2011, John M. Ryan’s title with the Company was modified to Executive Vice President, Chief Legal Officer and Assistant Secretary. Mr. Ryan was previously Executive Vice President, Chief Legal Officer and Secretary.

In connection with Mr. Stortz rejoining the Company, his consulting agreement with Level 3 Communications, LLC, a wholly owned subsidiary of the Company, was modified to suspend the remaining term of that Agreement until Mr. Stortz’s employment with the Company or any of its subsidiaries terminates. The First Amendment to Consulting Agreement is filed as exhibit 10.1 to this Form 8-K and is incorporated herein by reference as if set forth in full.

Item 9.01. Financial Statements and Exhibits

- (a) Financial Statements of Business Acquired
None
- (b) Pro Forma Financial Information
None
- (c) Shell Company Transactions
None
- (d) Exhibits

10.1 First Amendment to Consulting Agreement, dated as of June 1, 2011, between Level 3 Communications, LLC and Thomas C. Stortz.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

Level 3 Communications, Inc.

By: /s/ Neil J. Eckstein

Neil J. Eckstein, Senior Vice President

Date: June 6, 2011

Exhibit Index

Exhibit	Description
10.1	First Amendment to Consulting Agreement, dated as of June 1, 2011, between Level 3 Communications, LLC and Thomas C. Stortz.

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FIRST AMENDMENT TO CONSULTING AGREEMENT

This FIRST AMENDMENT TO CONSULTING AGREEMENT ("First Amendment") is made as of the 1st day of June, 2011 by and between **LEVEL 3 COMMUNICATIONS, LLC**, a Delaware limited liability company ("Company"), whose address is 1025 Eldorado Boulevard, Broomfield, CO 80021 and **THOMAS C. STORTZ** ("Consultant"), whose address is 13 Waterside Terrace, Englewood, CO, 80113.

WHEREAS, Consultant and Company desire to amend the Consulting Agreement dated February 16, 2011 to temporarily suspend the Term of the Consulting Agreement in accordance with the terms set forth herein;

WHEREBY, Company and Consultant hereby agree as follows:

1. **Capitalized Terms**. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the same meaning as set forth in the Consulting Agreement.
2. **Term**. Consultant has accepted a position of employment with Company effective June 1, 2011. Consultant and Company agree to suspend the remaining ten months of the Term of the Consulting Agreement until such time as Consultant's employment with the Company is terminated. Immediately upon the termination of Consultant's employment with Company, the Consulting Agreement shall become effective, in accordance with its terms and conditions, for the remaining ten month Term of the Consulting Agreement, subject to any cancellation or termination rights as set forth in the Consulting Agreement.
3. **Entire Agreement**. This First Amendment, together with the Consulting Agreement, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements and documentation relating to the subject matter hereof. This First Amendment may be amended only by an instrument executed by Company and Consultant.
4. **Severability**. If any provision of this First Amendment is held to be unenforceable for any reason, it shall be modified rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this First Amendment shall be deemed valid and enforceable to the fullest extent possible.

LEVEL 3 COMMUNICATIONS, LLC

By: /s/ James Q. Crowe

Name: James Q. Crowe

Title: Chief Executive Officer

CONSULTANT

By: /s/ Thomas C. Stortz

Thomas C. Stortz