

LEVEL 3 COMMUNICATIONS INC

FORM 8-K (Current report filing)

Filed 04/11/13 for the Period Ending 04/11/13

Address	1025 ELDORADO BOULEVARD BLDG 2000 BROOMFIELD, CO 80021
Telephone	7208881000
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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): **April 11, 2013**

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 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On April 11, 2013, the Board of Directors (the “Board”) of Level 3 Communications, Inc. (“Level 3” or the “Company”) took several actions relating to the leadership of the Company.

The Board appointed Jeff K. Storey, 52, to the position of President and Chief Executive Officer of the Company effective immediately, succeeding Mr. James Q. Crowe as Chief Executive Officer. The Board also nominated Mr. Storey for election to the Board at the Company’s 2013 Annual Meeting of Stockholders, which is scheduled for May 23, 2013. Mr. Crowe will not be nominated for reelection to the Board. As a result of these actions, Mr. Crowe’s term as a Board member will expire at the conclusion of the Company’s 2013 Annual Meeting of Stockholders and his employment with the Company will terminate after a short transition period.

Mr. Storey has been the Company’s President and Chief Operating Officer since 2008. From December 2005 until May 2008, Mr. Storey, was President — Leucadia Telecommunications Group of Leucadia National Corporation, where he directed and managed Leucadia’s investments in telecommunications companies. Prior to that, beginning in October 2002 Mr. Storey was President and Chief Executive Officer of Wiltel Communications Group, LLC until its sale to the Company in December 2005. Prior to this position, Mr. Storey was Senior Vice President — Chief Operations Officer, Network for Williams Communications, Inc., where he had responsibility for all areas of operations for the company’s communications network, including planning, engineering, field operations, service delivery and network management.

Effective with his election as President and Chief Executive Officer, the Board’s Compensation Committee increased Mr. Storey’s base salary to \$950,000 from \$650,000 and increased his annual long-term incentive award compensation to 100,000 outperform stock appreciation rights, or OSOs, from 75,000 and to 100,000 restricted stock units, or RSUs from 75,000. Mr. Storey will continue to participate in the Company’s 2012 Management Incentive and Retention Plan at the award levels originally granted to him. The Compensation Committee has also determined that Mr. Storey as the President and Chief Executive Officer will continue to be a Participant in the Company’s Key Executive Severance Plan (the “KESP”).

Prior to April 11, 2013, the definition of “Participant” in the KESP expressly excluded the Company’s Chief Executive Officer, because Mr. Crowe, the Company’s Chief Executive Officer at the time the KESP was adopted, was a party to an employment agreement with the Company. As Mr. Storey has not entered into an employment agreement in connection with his appointment as the Company’s President and Chief Executive Officer, the Compensation Committee has amended the KESP, effective April 11, 2013, to permit the Company’s Chief Executive Officer to be a “Participant” under the Plan.

The amendment to the KESP is filed as Exhibit 10.1 to this Form 8-K and incorporated herein by reference as if set forth in full.

As a result of the Board’s actions on April 11, 2013, Mr. Crowe will be entitled to receive the severance and other benefits outlined in Section 6(d) of his employment agreement.

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 Amendment to the Key Executive Severance Plan, dated as of April 11, 2013.

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: April 11, 2013

Exhibit Index

Exhibit	Description
10.1	Amendment to the Key Executive Severance Plan, dated as of April 11, 2013
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AMENDMENT TO KEY EXECUTIVE SEVERANCE PLAN

This AMENDMENT TO THE KEY EXECUTIVE SEVERANCE PLAN (this “Amendment”), is dated as of April 11, 2013, is entered into by Level 3 Communications, Inc., a Delaware corporation (the “Company”).

WHEREAS, the Compensation Committee (the “Committee”) of the Board of Directors (the “Board”) of the Company previously adopted the Key Executive Severance Plan effective March 19, 2012 (as may have been amended prior to the date hereof, the “Plan”); and

WHEREAS, pursuant to Section 8.5 of the Plan, the Board may amend the Plan at any time; and

WHEREAS, effective immediately, the Board desires to amend and restate in its entirety the definition of “Participant” under the Plan; and

WHEREAS, the amendment and restatement of the definition of “Participant” under the Plan pursuant to this Amendment will not constitute an “Adverse Amendment,” as defined in the Plan.

NOW, THEREFORE, the Plan is hereby amended as follows:

1. Defined Terms. Terms used and not otherwise defined in this Amendment have the meanings ascribed to such terms in the Plan.

2. Amendment.

(a) The definition of “Participant” of the Plan shall be amended and restated in its entirety to read as follows:

“**Participant**” means each employee of the Company or its Affiliates (i) who is designated as a Participant by the Chief Executive Officer of the Company, and in the case of any Named Executive Officer (as that term is defined by the rules and regulations of the U.S. Securities and Exchange Commission from time to time), if designated by a resolution of the Committee, (ii) who is delivered a Participation Notice, and (iii) who acknowledges his or her participation in the Plan by executing a Restrictive Covenant Agreement. A person shall cease to be a Participant upon his or her removal as a Participant from the Plan (but any such determination made in respect of a Participant shall be considered an Adverse Amendment with respect to the affected Participant and is subject to the provisions of Section 8.5).

3. Miscellaneous Provisions.

(a) References. On and after the date of this Amendment, each reference to the Plan shall mean and be a reference to the Plan as amended by this Amendment.

(b) Effectiveness of Agreement. Except as expressly modified and amended in this Amendment, all of the terms, provisions and conditions of the Plan shall remain unchanged and in full force and effect.