

CENTURYLINK
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Lisa A. Anderl
Senior Associate General Counsel
Regulatory Law

August 28, 2013

*Via Email and
Overnight delivery*

Mr. Steven V. King, Executive Director and Secretary
Washington Utilities & Transportation Commission
1300 S. Evergreen Park Drive SW
P.O. Box 47250
Olympia, WA 98504-7250

**Re: Docket No. UT-130477 – Petition for AFOR
Settlement Agreement of CenturyLink and Sprint**

Dear Mr. King:

Enclosed please find an original and four (4) copies of the Settlement Agreement and Stipulation Between CenturyLink and Sprint. The Parties recommend that the Commission accept the Settlement as the complete and final resolution of the Parties' issues in this case. The Parties will file testimony or other supporting documentation no later than September 19, 2013, and request that the procedural schedule be modified to allow that filing.

The electronic copy is being provided by e-mail.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa A. Anderl".

Lisa A. Anderl

LAA/jga
Enclosures
cc: Service List

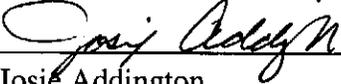
CERTIFICATE OF SERVICE
Docket No. UT-130477

CenturyLink's Petition for AFOR

I certify that I caused to be served copies of the Settlement Agreement Between CenturyLink and Sprint via email and UPS delivery on the following parties:

| | |
|---|---|
| <p>Lisa Gafken Office of the Attorney General 800 Fifth Avenue, Suite 2000 Seattle, WA 98104-3188 Email: lisaw4@atg.wa.gov</p> | <p>Simon ffitich Public Counsel Section Office of the Attorney General 800 Fifth Avenue, Suite 2000 Seattle, WA 98104-3188 Email: simonf@atg.wa.gov</p> |
| <p>Judith A. Endejan Graham & Dunn PC 2801 Alaskan Way Ste 300 Seattle, WA 98121-1128 Email: jendejan@grahamdunn.com</p> | <p>Jennifer Cameron-Rulkowski Assistant Attorney General 1400 S Evergreen Park Dr SW P.O. Box 40128 Olympia, WA 98504-0128 Email: jcameron@utc.wa.gov</p> |
| <p>Douglas Denney Vice President, Costs & Policy Integra Telecom 1201 NE Lloyd Blvd, Suite 500 Portland, OR 97232 Email: dkdenney@integratelecom.com</p> | <p>Kyle J. Smith General Attorney Regulatory Law Office U.S. Army Legal Services Agency 9275 Gunston Road Fort Belvoir, VA 22060-5546 Email: kyle.j.smith124.civ@mail.mil</p> |

DATED this 28th day of August 2013.



Josie Addington

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Petition of

THE CENTURYLINK COMPANIES – QWEST CORPORATION; CENTURYTEL OF WASHINGTON; CENTURYTEL OF INTERISLAND; CENTURYTEL OF COWICHE; AND UNITED TELEPHONE COMPANY OF THE NORTHWEST

To be Regulated Under an Alternative Form of Regulation Pursuant to RCW 80.36.135.

Docket No. UT-130477

SETTLEMENT AGREEMENT
BETWEEN CENTURYLINK AND
SPRINT

- 1 This Settlement Agreement (“Settlement Agreement” or “Agreement”) is entered into between the petitioning CenturyLink companies (“CenturyLink”) and Intervenor Sprint Corporation (“Sprint”) (collectively “Parties” or individually a “Party”). The Agreement consists of this document, entitled “Settlement Agreement,” and Attachment A attached hereto.

A. BACKGROUND

- 2 On April 1, 2013, CenturyLink filed a petition with the Washington Utilities and Transportation Commission (Commission) to be regulated under an Alternative Form of Regulation (“AFOR”). CenturyLink also submitted testimony on April 1, 2013. By Order 01 in this docket Sprint was allowed to intervene as a party. The Parties subsequently engaged in settlement discussions, and now enter voluntarily into this

Settlement Agreement to resolve all issues between them in the proceeding and to

SETTLEMENT AGREEMENT

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expedite the orderly disposition of this proceeding.

B. NATURE OF AGREEMENT

3 This Settlement Agreement resolves the issues between Sprint and CenturyLink and is a "Settlement" within the meaning of WAC 480-07-730. The Parties agree that the Settlement Agreement is in the public interest and should be accepted. The Parties understand that this Agreement is subject to Commission approval and that any parties opposed to the Commission's adoption of this proposed settlement retain certain rights under WAC 480-07-740(2)(c).

C. AGREED TERMS OF SETTLEMENT

4 Sprint agrees to withdraw its intervention into CenturyLink's AFOR petition. Sprint does not take a position on the final terms of CenturyLink's AFOR. CenturyLink will agree not to oppose a future Commission proceeding in the form of an educational/informational workshop on the issue of Internet Protocol interconnection. Sprint reserves the right to request that the Commission address Internet Protocol interconnection in a formal proceeding and CenturyLink reserves the right to oppose the commencement of a formal proceeding on Internet Protocol interconnection.

D. POSITIONS ARE NOT CONCEDED

5 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) relating to Internet Protocol interconnection in this proceeding or any other proceeding before any state or federal regulatory commission or court.

E. AGREEMENT SUBJECT TO COMMISSION APPROVAL

6 The Parties understand and agree that this Settlement Agreement in no manner binds the Commission in ruling on the pending proceeding until such a time as the Commission approves the Settlement Agreement. The Settlement Agreement is expressly subject to Commission approval except for Sections I and J below.

F. EFFECTIVE DATE

7 The effective date of the Agreement is the date the Agreement is approved, without change, by Commission order. Notwithstanding the effective date of the Agreement as a whole, Sections I and J below, which require the Parties to support the Agreement before the Commission and govern publicity regarding the Agreement, are effective on August 28, 2013.

G. FILING OF THE AGREEMENT

8 The Parties agree to use the following procedures to seek Commission approval of the Agreement. CenturyLink will file this Agreement with the Commission on behalf of the Parties and the Parties will file written supporting documentation in support of the Agreement no later than September 19, 2013. The transmittal letter will recommend that the Commission accept the settlement as the complete and final resolution of all of the Parties' issues in the case.

H. AGREEMENT APPROVAL PROCEDURES

9 The Parties understand the Commission has discretion, consistent with applicable law, to determine the appropriate procedures for determining whether it will approve this Agreement. The Parties urge the Commission to approve the Settlement expeditiously, consistent with the rights of any objecting parties and with necessary time for

deliberation.

I. SUPPORT OF THE AGREEMENT

10 Parties agree to use their best efforts to support the Agreement as a settlement of the contested issues between Sprint and CenturyLink in the pending proceeding. The Parties will provide supporting witnesses, and Sprint may provide written testimony, to sponsor the Agreement at a Commission hearing and recommend that the Commission issue an order adopting this Agreement, and to provide such other supporting documentation that the Commission may require pursuant to WAC 480-07-740(2). No Party to this Agreement or their agents, employees, consultants or attorneys will engage in any advocacy contrary to the Commission's prompt consideration of this Agreement or support any other party's opposition to this Agreement.

J. PUBLICITY

11 Parties agree: (1) to provide each Party the right to review in advance of publication any and all announcements or news releases that the other Party intends to make about the Agreement (with the right of review to include a reasonable opportunity to request changes to the text of such announcements) and (2) to include in any news release or announcement a statement that the Agreement is subject to Commission approval and that the Commission Staff's recommendation to approve the Settlement is not binding on the Commission itself.

K. PROCEDURE IF THE COMMISSION PROVIDES LESS THAN FULL APPROVAL

12 In the event the Commission rejects this Agreement, the provisions of WAC 480-07-750(2)(a) apply. In the event the Commission accepts the Agreement upon conditions not proposed herein, each Party reserves its right, upon written notice to the Commission and the parties within five (5) business days of the Commission's Order, to state its

rejection of the conditions and withdrawal from the Agreement. In such event, the Parties immediately will request that hearings be held on the Petition. In any further proceedings triggered by this paragraph, the Parties agree to cooperate in the development of a hearing schedule that concludes such proceeding at the earliest possible date.

L. THE AGREEMENT AS PRECEDENT

13 The Parties have entered into this Agreement to avoid further expense, inconvenience, uncertainty and delay. Nothing in this Agreement (or any testimony, presentation or briefing supporting the Agreement) shall be asserted or deemed to mean that a Party agreed with or adopted another Party's legal or factual assertions in this proceeding. The limitations in this paragraph shall not apply to any proceeding to enforce the terms of this Agreement or any Commission order adopting this Agreement in full. Because this Agreement represents a compromise position of the Parties, the Parties agree that no conduct, statements or documents disclosed in the negotiation of the Agreement shall be admissible as evidence in this or any other proceeding. This paragraph does not apply to non-privileged, publicly available documents or statements.

M. ENTIRE AGREEMENT

14 The Parties acknowledge that this Agreement is the product of negotiations and compromise and shall not be construed against any Party on the basis that it was the drafter of any or all portions of this Agreement. This Agreement constitutes the Parties' entire agreement on all matters set forth herein, and it supersedes any and all prior oral and written understandings or agreements on such matters that previously existed or occurred in this proceeding, and no such prior understanding or agreement or related representations shall be relied upon by the Parties.

N. INTEGRATED AGREEMENT

15 The Parties recommend that the Commission approve this Agreement with no material changes. The Parties have agreed to this Agreement as an integrated document. This Agreement is considered executed when all Parties sign the Agreement. A designated and authorized representative may sign the Agreement on a Party's behalf. The Parties may execute this Agreement in counterparts. If the Agreement is executed in counterparts, all counterparts shall constitute one agreement. A faxed signature page, or an electronically transmitted signature page containing the signature of a Party is acceptable as an original signature page signed by that Party.

Dated this 28th day of August 2013.

CENTURYLINK



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Email: Kenneth.schiffman@sprint.com

Attorneys for Sprint Nextel Corporation

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Dated this _____ day of August 2013.

CENTURYLINK

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