

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Petitioners,

v.

ADVANCED TELECOM GROUP, INC.,
et al,

Respondents.

DOCKET NO. UT-033011

FAIRPOINT SETTLEMENT
AGREEMENT

PARTIES

1 The Parties to this Settlement Agreement are Commission Staff (Staff), and FairPoint Carrier Services, Inc. f/k/a FairPoint Communications Solutions Corp. (FairPoint), a competitive local exchange carrier (CLEC).

INTRODUCTION

2 The Parties stipulate to this Settlement Agreement to resolve all matters in dispute between them regarding the Washington Utilities and Transportation Commission (Commission) Complaint and Amended Complaint in this docket. The Parties request a Commission order approving this Settlement Agreement.

DEFINITIONS

3 The term “Interconnection Agreement” as used in this Settlement Agreement shall include any agreement required to be filed and/or approved by the Commission pursuant to RCW 80.36.150 and 47 U.S.C. § 252. “Interconnection Agreement” shall also include any future agreement required to be filed and/or approved by then existing law.

PROCEDURAL HISTORY

4 On August 13, 2003, and August 15, 2003, respectively, the Commission issued a complaint and an amended complaint against FairPoint and several other telecommunication companies. The Commission alleged that FairPoint failed to file and seek Commission approval for a September 4, 2001, Interconnection Agreement between FairPoint and Qwest Corporation, an incumbent local exchange carrier, as required by 47 U.S.C. § 252(a)(1), (e), and RCW 80.36.150. On November 7, 2003, Staff filed a Motion for Partial Summary Disposition and FairPoint filed a Motion for Summary Disposition. Staff argued CLECs, including FairPoint, are legally obligated to file and seek Commission approval for Interconnection Agreements, while FairPoint argued it had no obligation to file the September 4, 2001, agreement. Order Number 05 granted Staff’s Motion for Partial Summary Disposition and denied FairPoint’s Motion for Summary Disposition.

SPECIFIC TERMS

5 Staff and FairPoint agree to the following terms and conditions:

6 1. FairPoint accepts and agrees to be bound by the terms of Commission
Order Number 05, attached hereto and incorporated by reference.

7 2. For purposes of this Settlement Agreement, FairPoint admits that the
September 4, 2001, agreement between it and Qwest is an Interconnection
Agreement, but emphasizes that at the time it entered into the agreement it
believed, based on law in existence at the time, that Qwest was the only party
obligated to file the agreement.

8 3. FairPoint admits it has a legal obligation to file with and seek
Commission approval for all Interconnection Agreements.

9 4. FairPoint agrees to file and seek Commission approval for all future
Interconnection Agreements in compliance with this Settlement Agreement and
then existing law. FairPoint agrees that all Interconnection Agreements shall be
filed within thirty (30) days of execution.

10 5. FairPoint agrees that if an Interconnection Agreement is presently in
existence and not yet filed for approval, FairPoint will file the Interconnection
Agreement within thirty (30) days of approval of this Settlement Agreement by the
Commission.

11 6. FairPoint agrees that if a conflict arises between the law in existence in
the future and the terms of this Settlement Agreement, the stricter obligation shall
control, unless complying with the stricter obligation would result in a violation of
the law, in which case the then existing law would control.

12 FairPoint agrees to a payment of \$1000.00 (one thousand) dollars.

GENERAL TERMS

13 The Parties stipulate to the following general terms of the Settlement
Agreement:

14 1. The Parties agree to use their best efforts to secure the approval by the
Commission and, as necessary, other parties to this proceeding, of the Specific
Terms of this Settlement Agreement. The Parties understand that the Specific Terms
listed do not apply unless approved by the Commission.

15 2. The Settlement Agreement represents an integrated resolution of
issues. Accordingly, the Parties recommend that the Commission adopt this
Settlement Agreement in its entirety. Each party reserves the right to withdraw
from the Settlement Agreement if the Commission does not approve the Settlement
Agreement in its entirety or conditions approval of the Settlement Agreement on
material revisions to its terms and conditions. If a party withdraws from this
Settlement Agreement, nothing contained herein shall be used against any party in

any manner.

16 3. The Parties agree to cooperate to assure compliance with WAC 480-07-730 – 750, including providing at least one witness at the time the Settlement Agreement is presented to the Commission to provide testimony in support of the Settlement Agreement and answer any questions the Commission may have. The Parties agree to cooperate, in good faith, in the development of such other information as may be necessary to support and explain the basis of this Settlement Agreement, and to supplement the record accordingly.

17 4. The Parties enter into this Settlement Agreement to avoid further expense, uncertainty, and delay in resolving the issues between them in this docket. By executing this Settlement Agreement, the Parties shall not be deemed to have accepted or consented to the facts, principles, methods, or theories employed in arriving at the Settlement Agreement. The Parties shall not use, advocate or otherwise employ—itsself or in conjunction with any other individual or entity—this Settlement Agreement for disputing, arguing, or resolving any issues in any other proceeding.

REQUEST FOR APPROVAL

18 This Settlement Agreement and the attachments are presented to the Commission under WAC 480-07-730 - 750 for the Commission’s approval. If this

Settlement Agreement is approved, it would constitute a full settlement of all issues raised against FairPoint in the Complaint and Amended Complaint by the Commission.

DATED this 4th day of May, 2004.

CHRISTINE O. GREGOIRE
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