

1 THE WASHINGTON UTILITIES AND TRANSPORTATION  
2 COMMISSION

3 Ritzville Warehouse Company, )  
4 Complainant, ) DOCKET NO. UT-021053  
5 v. ) STIPULATION  
6 Sprint Communications Company L.P., )  
7 Respondent. )  
8

9 STIPULATION

10 Sprint Communications Company L.P. ("Sprint") and Ritzville Warehouse Company  
11 ("RWC", collectively "the Parties") hereby stipulate and agree as follows:

12 WHEREAS, on August 21, 2002, RWC filed with the Washington Utilities and  
13 Transportation Commission ("Commission") a complaint alleging that Sprint Communications  
14 Company, L.P. billed Ritzville Warehouse Company for a T1 data circuit service that was never  
15 functional ("the Complaint");

16 WHEREAS, on September 13, 2002, the Commission issued a Notice of Prehearing  
17 Conference to be convened at the Commission's offices on October 10, 2002; and,

18 WHEREAS, the Commission's staff ("Staff") of the Commission is a participant in this  
19 proceeding, and no other persons were granted leave to intervene;

20 WHEREAS, Staff does not object to this Stipulation;

21 WHEREAS, the Parties have engaged in settlement negotiations that have resolved the  
22 Parties' dispute in its entirety; and

23 WHEREAS, the Parties believe that the Commission should approve this Stipulation  
24 because it is in the public interest.

25 NOW, THEREFORE, the Parties recommend that the Commission approve the following  
stipulated terms:

- 1) Sprint agrees to waive certain charges for services that Sprint provided from April 19, 2000 and July 1, 2001;
- 2) Sprint agrees to accept amounts already paid to Sprint by RWC as payment in full for all services that RWC received;
- 3) RWC agrees to withdraw the Complaint;
- 4) RWC agrees that the Parties' agreement resolves all claims that RWC has or may have against Sprint arising out of or related to Sprint's provision of service to RWC between April 19, 2000 and July 1, 2001.

The Parties agree that this Stipulation is made upon the express understanding that it constitutes a negotiated settlement. In the event the Commission does not adopt this Stipulation in total, then this Stipulation shall be void, and no signatory shall be bound by any of the agreements or provisions hereof. The provisions of this Stipulation shall not be construed as or deemed to be a precedent by any Party or the Commission with respect to any issue, principle,

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1 or interpretation or application of law and regulations, for any purpose or in connection with any  
2 proceeding before a court of law or any state or federal government regulatory body.

3 The Parties respectfully request approval of this Stipulation.

4 Respectfully submitted this 23<sup>rd</sup> day of October, 2002.

5 SPRINT COMMUNICATIONS COMPANY L.P.

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7  
8 By: 

9 William E. Hendricks, III  
10 WSBA # 29786  
11 902 Wasco Street  
12 Hood River, Oregon 97031  
13 (541) 387-9439

14 and

15 Nancy L. Judy  
16 State Executive  
17 902 Wasco Street  
18 Hood River, Oregon 97031  
19 (541) 387-9265

20 RITZVILLE WAREHOUSE COMPANY

21  
22  
23  
24  
25 By: 

Howard D. Bourne  
3515 21<sup>st</sup> Place  
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