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EXHIBIT NO.

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1 P R O C E E D I N G S

2 JUDGE CAILLE: We are here today for a
3 settlement hearing in Docket No. UT-021053. This is a
4 complaint brought by Ritzville Warehouse Company
5 against Sprint Communications Company.

6 My name is Karen Caille. I'm the presiding
7 administrative law judge in this proceeding, and today
8 is November 14th, 2002. We are convened in one of the
9 Commission's hearing rooms in Olympia, Washington.
10 Both the complainant, Mr. Bourne, who is appearing on
11 behalf of Ritzville, and Mr. Hendricks, who is
12 appearing on behalf of the Respondent, Sprint, are on
13 the conference bridge, and gentlemen, if you will for
14 purposes of the record please state your name and whom
15 you represent.

16 MR. HENDRICKS: This is Tre Hendricks on
17 behalf of Sprint.

18 MR. BOURNE: This is Howard Bourne on behalf
19 of Ritzville Warehouse Company.

20 JUDGE CAILLE: Again, gentlemen, I would like
21 you to please speak up. We have a little traffic noise
22 in the background too that is interfering with our
23 hearing ability.

24 At the prehearing conference that was held on
25 October the 10th, the Company and the Complainant

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1 indicated that they would try to reach resolution on
2 this matter, and we are here today because they have
3 reached resolution on the disputed issues, and I want
4 to commend both the Complainant and Mr. Bourne and
5 Mr. Hendricks for working to resolve this without
6 litigation. With that, if I could call upon you,
7 Mr. Hendricks, to summarize how you got to where you
8 are today.

9 MR. HENDRICKS: We began, Sprint and
10 Ritzville entered a contractual relationship in April
11 of 2000 in which Sprint would provide certain
12 telecommunications services to Ritzville. Within
13 several months, it appeared that there were some
14 problems with the service. It was never clearly
15 identified what those problems were. Ritzville paid
16 Sprint for several of the invoices for the first
17 several months and thereafter withheld payment
18 asserting trouble with the circuit and other problems,
19 and the circuit wasn't disconnected until the middle of
20 2001, and Sprint's billing for the circuit ceased, I
21 believe, on June 30th, 2001, but Sprint continued to
22 seek payment for the outstanding balance, and Ritzville
23 continued to dispute those amounts. Ritzville then
24 filed an informal complaint, which did not resolve the
25 issue, and proceeded then to file a formal complaint

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1 with the Commission.

2 The parties began settlement discussions at
3 the last prehearing conference and were able to come to
4 an agreement. Under the stipulation, Sprint agreed to
5 accept all the amounts paid by Ritzville to Sprint as
6 payment in full for the services that Ritzville did
7 receive, and Ritzville agreed to withdraw the
8 complaint, and the parties agree also that the
9 settlement that they reached resolved all the claims
10 that Ritzville have against Sprint at this time or may
11 have that arise out of or are related to the time
12 period in question, which is July the 1st, 2001.

13 JUDGE CAILLE: Does that complete your
14 summary, Mr. Hendricks?

15 MR. HENDRICKS: Yes. And I will add, so I
16 don't have to jump back in, that I think both parties
17 agree, and I'll let Mr. Bourne address this for his own
18 party, that the settlement agreement is in the public
19 interest. The parties have agreed that it would remain
20 confidential and prefer that the specific terms of the
21 agreement remain confidential. However, the
22 stipulation, which we have filed with the Commission,
23 sets forth all the substantive agreements between the
24 parties and has essentially left out primarily just the
25 amounts that are involved in the settlement.

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1 JUDGE CAILLE: Thank you. Mr. Bourne, do you
2 have any comments to make?

3 MR. BOURNE: I really have nothing additional
4 to add. I agree with everything that Mr. Hendricks
5 said. This agreement is in the best interest of both
6 Ritzville Warehouse and Sprint in the situation and
7 services what we were trying to accomplish in the first
8 place with our complaint.

9 JUDGE CAILLE: Then I will just note for the
10 record that on October the 28th, the Commission
11 received a motion to withdraw the complaint from
12 Ritzville Warehouse, and that particular motion was
13 filed in accordance with the stipulation, and the
14 stipulation was filed on October the 25th.

15 Further, I will mark the stipulation as joint
16 Exhibit No. 1, and that is admitted into the record. I
17 have reviewed the stipulation. I also have reviewed
18 the specifics of the settlement agreement. It appears
19 to me that this settlement is in the public interest,
20 and I will issue an order as soon as I am able, which
21 will dispose of this matter and grant the motion to
22 withdraw the complaint.

23 Is there anything further from either of the
24 parties?

25 MR. HENDRICKS: Not from Sprint.

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1 MR. BOURNE: I would just like to thank both
2 the Commission and Tre Hendricks from Sprint for your
3 assistance during this process. It's unfortunate that
4 it got to this point, but we are happy with the way
5 it's been resolved.

6 JUDGE CAILLE: Thank you as well. If there
7 is nothing further, then we are off the record.

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9 (Marked Exhibit No. 1.)

10 (Hearing concluded at 9:41 a.m.)

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