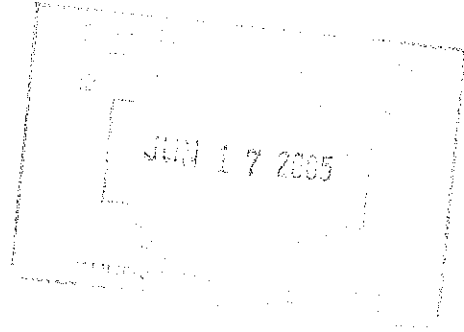


EXPEDITE  
 Hearing is set  
Date: \_\_\_\_\_  
Time: \_\_\_\_\_  
Judge/Calendar: Judge McPhee  
 No hearing is set.



SUPERIOR COURT OF WASHINGTON FOR THURSTON COUNTY

State of Washington, Utilities and  
Transportation Commission,

Plaintiff,

v.

Globcom, Inc.,

Defendant.

CASE NO. 05-2-00262-7

JOINT NOTICE OF  
SATISFACTION OF  
SETTLEMENT

MOTION TO DISMISS  
PROCEEDING

Plaintiff, State of Washington, Washington Utilities and Transportation Commission (Commission) and defendant, Globcom, collectively referred to as the Parties, have executed a settlement agreement resolving the issues in this case. In addition, defendant Globcom has satisfied the terms of the settlement agreement. A copy of the settlement agreement is attached to this joint notice and motion as Attachment A. A copy of the certification from Globcom regarding satisfaction of Paragraphs 3.3 and 3.4 of the settlement agreement is attached to this joint notice and motion as Attachment B.

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1 The plaintiff, by and through its attorneys of record, and the defendant hereby move  
2 that the Commission's Petition to Enforce Administrative Order and Recover Regulatory  
3 Penalty be dismissed pursuant to CR 41(a)(1)(A).  
4

5  
6 WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

GLOBCOM, INC.

7 ROB MCKENNA  
8 Attorney General

9   
10 \_\_\_\_\_  
LISA WATSON  
11 Assistant Attorney General  
12 Counsel for the Commission  
WSBA No. 31549  
Dated: 6/17/05

  
13 \_\_\_\_\_  
14 JOSEPH VITALE  
15 Chief Operating Officer  
16 Dated: 6/10/05

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**NOTICE OF SETTLEMENT; MOTION  
TO DISMISS - 2**

ATTORNEY GENERAL OF WASHINGTON  
Utilities and Transportation Division  
1400 S Evergreen Park Drive SW  
PO Box 40128 Olympia, WA 98504-0128  
(360) 664-1183

# **ATTACHMENT A**

<input type="checkbox"/> EXPEDITE
<input checked="" type="checkbox"/> Hearing is set
Date: <u>March 25, 2005</u>
Time: <u>9:00 AM</u>
Judge/Calendar: <u>Judge McPhee</u>
<input type="checkbox"/> No hearing is set.

SUPERIOR COURT OF WASHINGTON FOR THURSTON COUNTY

State of Washington, Utilities and  
Transportation Commission,

Plaintiff,

v.

Globcom, Inc.,

Defendant.

CASE NO. 05-2-00262-7

SETTLEMENT AGREEMENT

Both parties to this proceeding enter into the following agreement to resolve all issues presented in the above-captioned case.

**I. PARTIES**

1.1 The parties to this Agreement are plaintiff, State of Washington, Washington Utilities and Transportation Commission (Commission) and defendant, Globcom, Inc., collectively referred to as "the Parties."

**II. BACKGROUND**

2.1 On March 29, 2004, the Commission issued a Notice of Penalties Incurred and Due for Violations of Laws, Rules, and Regulations (Penalty Assessment) against Globcom. Petition to Enforce Administrative Order and Recover Regulatory Penalty (Petition) at 1-2; Petition, Exhibit A. The penalty amount was \$23,500, and the penalty was

1 assessed for violations of WAC 480-120-166, which sets forth the time in which a  
2 telecommunications company must respond to Commission-referred customer complaints.

3 Petition, Exhibit A.

4 2.2 The violations occurred during Commission Staff's investigation of three  
5 customer complaints filed with the Commission. Petition, Exhibit C. Globcom did not  
6 respond to Commission Staff regarding the complaints, and the Commission measured the  
7 violations from the date a response was due until the date Staff completed its investigation  
8 into Globcom's business practices. Petition, Exhibit C, Attachment 1 at 7. Globcom  
9 incurred 91 violations associated with the first complaint, Complaint No. 86147 for  
10 customer Sevko Muratovic; Globcom incurred 88 violations associated with the second  
11 complaint, Complaint No. 86219 for customer Fata Salkic; and Globcom incurred 56  
12 violations associated with the third complaint, Complaint No. 86881 for customer Jasmin  
13 Cokic. See Petition at 4; Petition, Exhibit C, Attachment 1 at 4-5 and 7. Each of the  
14 underlying complaints giving rise to the violations alleged slamming violations. Petition,  
15 Exhibit C, Attachment 1 at 5. Slamming is the illegal practice of changing a customer's  
16 telephone service without permission. *Id.*

17  
18 2.3 The Commission also received complaint from three additional customers  
19 alleging slamming. Although Globcom failed to respond in a timely manner to these  
20 complaints, the Commission did not impose penalties. The complaints were Complaint No.  
21 85959 for customer Muhamed Tufekcic, Complaint No. 85965 for customer Ismet  
22 Ahmetovic, and Complaint No. 86892 for customer Ismet Ciric.

23  
24 2.4 Globcom failed to respond to the Penalty Assessment, whether by paying the  
25 penalty, requesting mitigation, or requesting a hearing within 15 days of receiving notice.  
26

1 Petition at 4. Although Globcom representatives indicated to Commission Staff its intent to  
2 pay the penalty, it failed to do so. Globcom also failed to respond to subsequent  
3 communications regarding the penalty. Petition at 4-5.

4 2.5 On February 2, 2005, the Commission filed with Thurston County Superior  
5 Court a Petition to Enforce Administrative Order and Recover Regulatory Penalty (Petition)  
6 seeking enforcement of the Penalty Assessment.

### 7 III. AGREEMENT

8 3.1 The Parties have reached a voluntary agreement on the issues in the above-  
9 captioned case without Superior Court hearing or adjudication of any issues of fact or law to  
10 avoid the expense, inconvenience, delay, and uncertainty of litigation.  
11

12 3.2 The Parties agree that Globcom will pay \$23,500.00 to the Commission for  
13 deposit into the public service revolving fund. Payment will be due within 10 days of  
14 execution of this Agreement.

15 3.3 The Parties agree that Globcom will pay in restitution to customers Sevko  
16 Muratovic, Fata Salkic, and Jasmin Cokic the amount equal to 100 percent of the amount  
17 improperly billed to each of these customers by Globcom. Restitution must be paid to the  
18 customers within 30 days of execution of this Agreement, and Globcom must provide  
19 documentation of the payment to the Commission.  
20

21 3.4 The Parties agree that Globcom will also pay in restitution to customers  
22 Muhamed Tufekcic, Ismet Ahmetovic, and Ismet Ciric the amount equal to 100 percent of  
23 the amount improperly billed to each of these customers by Globcom. Restitution must be  
24 paid to the customers within 30 days of execution of this Agreement, and Globcom must  
25 provide documentation of the payment to the Commission.  
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3.5 The Parties agree that the Commission will not impose penalties for slamming violations that may have occurred with regard to Complaint No. 86147 for customer Sevko Muratovic, Complaint No. 86219 for customer Fata Salkic, Complaint No. 86881 for customer Jasmin Cokic, Complaint No. 85959 for customer Muhamed Tufekcic, Complaint No. 85965 for customer Ismet Ahmetovic, and Complaint No. 86892 for customer Ismet Ciric.

3.6 Globcom will comply with all applicable Commission rules and statutes, including but not limited to WAC 480-120-166, prescribing the response time required for Commission-referred customer complaints.

#### IV. GENERAL PROVISIONS

4.1 This Agreement does not preclude the Commission from pursuing penalties for violations of Commission rules and statutes unrelated to the subject matter of this Agreement or for subsequent violations of the rules or statutes stated above.

4.2 Nothing in this Agreement shall limit or bar a party's ability to pursue legal enforcement of the terms of the Agreement in Superior Court. Should legal enforcement be necessary, the party against whom action is taken will be liable for costs to the moving party, if such action is successful.

4.3 The Parties recognize that this Agreement represents a compromise of the positions the Parties may otherwise assert in this proceeding. As such, conduct, statements, and documents disclosed during negotiations of this Agreement shall not be admissible as evidence in this or any other proceeding, except in any proceeding to enforce the terms of this Agreement.

1 4.4 This Agreement shall not be construed against either party because it was a  
2 drafter of the Agreement.


3 4.5 The Parties have negotiated this Agreement as an integrated document to be  
4 effective upon execution. This Agreement supersedes all prior oral and written agreements  
5 on issues addressed herein.

6 4.6 The Parties may execute this Agreement in counterparts and as executed shall  
7 constitute one agreement. Copies sent by facsimile are effective as original documents.

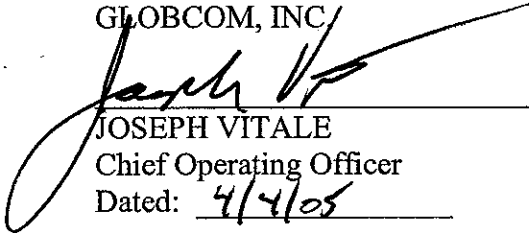
8 4.7 The Parties shall take all actions necessary and appropriate to carry out this  
9 Agreement.  
10

11 4.8 Upon execution of the Agreement, attorneys for the Parties will draft a  
12 Motion to Dismiss and Stipulated Order and Judgment of Dismissal to be filed with  
13 Thurston County Superior Court. Dismissal shall be with prejudice and without costs to any  
14 party. Upon payment by Globcom of the items described above in ¶¶ 3.2, 3.3, and 3.4 the  
15 Motion to Dismiss and Stipulated Order and Judgment of Dismissal will be filed with the  
16 Court for entry.  
17

18 WASHINGTON UTILITIES AND  
19 TRANSPORTATION COMMISSION

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22 \_\_\_\_\_  
23 ROB MCKENNA  
24 Attorney General  
25 LISA WATSON  
26 Assistant Attorney General  
Counsel for the Commission  
WSBA No. 31549  
Dated: April 6, 2005

GLOBCOM, INC

  
\_\_\_\_\_  
JOSEPH VITALE  
Chief Operating Officer  
Dated: 4/4/05



# **ATTACHMENT B**

SUPERIOR COURT OF WASHINGTON FOR THURSTON COUNTY

State of Washington, Utilities )  
and Transportation Commission )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
Globcom, Inc., )  
 )  
Defendant. )  
\_\_\_\_\_ )

CASE NO. 05-2-00262-7  
SETTLEMENT AGREEMENT

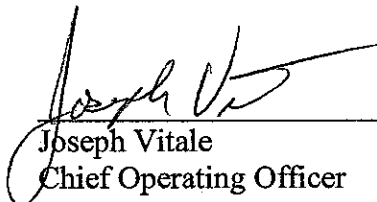
**Certification**

I, Joseph Vitale, hereby certify, upon penalty of perjury, the following:

1. I am Chief Operating Officer of Globcom, Inc. ("Globcom").
2. By Settlement Agreement in this case dated April 6, 2005, Globcom agreed to provide, within thirty days of the date of the Settlement Agreement, restitution to Sevko Muratovic, Fata Salkic, Jasmic Cokic, Muhamed Tufekcic, Ismet Ahmetovic, and Ismet Ciric, in an amount equal to 100 percent of the amount improperly billed to each of them. This is to certify that all such restitution was so paid.
3. On behalf of Globcom I hereby certify in this proceeding that Globcom provided the required restitution to each of the customers identified in paragraph 2 as follows:
  - a. Ahmetovic, Ismet: This customer was credited the full amount in dispute (\$45.65) on September 12, 2003.

- b. Ciric, Ismet: This customer was credited the full amount in dispute (\$37.35) on January 12, 2005.
- c. Cokic, Jasmin: This individual was never a customer of Globcom nor has Globcom ever billed this individual.
- d. Muratovic, Sevko: This customer was credited the full amount in dispute (\$94.51) on January 12, 2004.
- e. Salkic, Fata: This individual has been an active customer with Globcom since May 1, 2001. This customer has maintained a current account since May 1, 2001.
- f. Tufekcic, Muhamed: This customer was credited the full amount in dispute (\$77.88) on November 12, 2003.

I hereby certify that the foregoing is true and correct to the best of my information and knowledge.

  
\_\_\_\_\_  
Joseph Vitale  
Chief Operating Officer

Date: June 9, 2005