

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

TEL WEST COMMUNICATIONS, LLC

Petitioner,

v.

QWEST CORPORATION, INC.

Respondent.

Docket No. UT-013097

STIPULATION OF SETTLEMENT

Tel West Communications, L.L.C. (“Tel West”) and Qwest Corporation (“Qwest”), by and through their undersigned counsel, hereby file this Stipulation of Settlement (the “Stipulation”). As used herein, the terms “Tel West” and “Qwest” include any predecessors-in-interest, successors-in-interest, assigns, officers, directors, employees, attorneys, agents, consultants, subsidiaries and affiliates. Tel West and Qwest are referred to herein collectively as the “Parties” and/or individually as the “Party.”

The Stipulation, the Settlement Agreement submitted herewith (“Settlement Agreement”) and the proposed Amendment to Interconnection Agreement (“Amendment”) are intended by the Parties to resolve the specific controversies at issue between them in Docket No. UT-013097 (the “Litigation”) and other matters and controversies, as described and set forth in the Agreement.

The Parties request that the Commission approve the Stipulation, the Agreement and the Amendment in their entirety and, in accordance with section 6 of the Agreement, dismiss the Litigation with prejudice. However, as set forth in section 3 of the Agreement, the Agreement and the Amendment

are contingent upon Commission approval of the Agreement and the Amendment in their entirety, as submitted by the Parties. Should the Commission reject any portion of the Agreement and/or the Amendment, the Parties withdraw their request to dismiss the Litigation. Should the parties be mutually agreeable to the terms of the Agreement and Amendment, as modified by the Commission, the Parties will thereafter jointly file with the Commission a notice or motion indicating their mutual acceptance of the Agreement and Amendment, as modified, and requesting dismissal of the Litigation.

The Parties also request that, consistent with section 1 of the Agreement, the protective order entered in the Litigation remain in effect indefinitely.

The Parties believe that approval of the Stipulation, Agreement and Amendment is consistent with the Commission's duty to regulate in the public interest, to the extent such an inquiry is relevant or necessary. Avoidance of further and future litigation will conserve the Parties' as well as the Commission's resources. The Agreement and Amendment also serve to reinforce the Commission's rulings in Part A of the Litigation in terms of the Parties' obligations with regard to processing billing dispute issues. The provisions of the Agreement are not inconsistent with the public interest as they do not preclude the Parties, under certain circumstances, from enforcing contract or other legal rights or obligations in the future based on future acts or omissions. Finally, non-parties to the Agreement may, if they wish, obtain the same terms and conditions relating to Qwest's provision of interconnection, UNEs, and wholesale telecommunications services by adopting the Amendment under 47 U.S.C. § 252(i).

\\\

\\\

\\\

\\\

\\\

\\\

\\\

\\\

JOINTLY SUBMITTED as of the 11th day of November, 2002.

QWEST

---

Lisa Anderl, WSBA #13236  
Adam Sherr, WSBA #25291  
Qwest  
1600 7<sup>th</sup> Avenue, Room 3206  
Seattle, WA 98191  
Phone: (206) 398-2500  
*Attorneys for Qwest*

MILLER NASH LLP

---

Brooks E. Harlow, WSBA #11843  
David L. Rice, WSBA #29180  
4400 Two Union Square  
601 Union Street  
Seattle, WA 98101  
(206) 624-8484  
*Attorneys for Tel West Communications, LLC*