

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

GLOBAL CROSSING
SETTLEMENT AGREEMENT

PARTIES

1 The Parties to this Settlement Agreement are Commission Staff (“Staff”), and
Global Crossing Local Services, Inc. (“Global Crossing”) (collectively “Parties” or
individually “Party”).

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” or “WUTC”) 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 Global Crossing and several other telecommunications companies. The Commission alleged that Global Crossing failed to file and seek Commission approval for Interconnection Agreements 47A, dated July 17, 2001, and 52A, dated September 18, 2000 (“Agreements”), between Global Crossing and Qwest Corporation (“Qwest”), 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 and Global Crossing filed opposing Motions for Summary Disposition. Staff argued competitive local exchange carriers (“CLECs”), including Global Crossing, are legally obligated to file and seek Commission approval for Interconnection Agreements, while Global Crossing argued Staff had no cause of action against it. Order Number 5 granted Staff’s Motion for Partial Summary Disposition and denied Global Crossing’s Motion for Summary Disposition.

SPECIFIC TERMS

5 Staff and Global Crossing agree to the following terms and conditions:

- 6 1. Global Crossing accepts and agrees to be bound by the terms of
Commission Order Number 05.
- 7 2. For the purposes of this Settlement Agreement only and in the interests of
settling the disputes between the Parties, Global Crossing admits that the Agreements
constitute Interconnection Agreements under current FCC and WUTC rules and orders,
but Global Crossing emphasizes that at the time it entered into each Agreement, Global
Crossing believed, based on the law in existence at the time, that the Agreements did
not constitute Interconnection Agreements and that Qwest was the only party obligated
to file Interconnection Agreements.
- 8 4. Global Crossing admits that under current WUTC rules and orders it
shares a legal obligation to file and seek Commission approval for all Interconnection
Agreements.
- 9 5. Global Crossing accepts its shared obligation to file and seek Commission
approval for all future Interconnection Agreements in compliance with this Settlement
Agreement and then existing law. Global Crossing agrees that all Interconnection
Agreements shall be filed within thirty (30) days of execution.

10 6. Global Crossing agrees that if an Interconnection Agreement is presently
in existence and not yet filed for approval, the Interconnection Agreement will be filed
within forty-five (45) days of approval of this Settlement Agreement by the
Commission.

11 7. Global Crossing 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. Either Party may give the other
Party written notice of its belief that a change in the law has affected this Settlement
Agreement. The Parties agree to meet and negotiate in good faith to bring this
Settlement Agreement into compliance with existing law. If the Parties cannot reach
agreement within sixty (60) days of the date notice was given that a change in the law
has occurred, either Party may petition any state or federal court in Washington State
for appropriate relief.

12 8. Global Crossing agrees to pay the Commission two thousand dollars
(\$2,000) in settlement in this proceeding.

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.

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 GLOBAL CROSSING in the Complaint and Amended Complaint by the Commission.

DATED this 3rd day of August, 2004.

CHRISTINE O. GREGOIRE
Attorney General

DAVIS WRIGHT TREMAINE LLP

CHRISTOPHER G. SWANSON
Assistant Attorney General
Washington Utilities and
Transportation Commission
(360) 664-1220

GREGORY J. KOPTA
2600 Century Square
1501 Fourth Avenue
Seattle, WA 98101
Attorneys for Global Crossing