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June 14, 2012

Marguerite Friedlander
Washington Utilities and Transportation Commission
1300 S. Evergreen Park Drive SW
PO Box 47250
Olympia, WA 98504-7250

Via Email mfriedla@utc.wa.gov

Re: In the Matter of a Complaint by the Joint CLECs Against the Joint Applicants Regarding
OSS For Maintenance and Repair
Docket No. UT-111254

Dear Judge Friedlander:

I write concerning your question regarding the choice of law provision that is contained in Paragraph 7 of the Settlement Agreement that was filed on June 4, 2012, in the above-referenced matter.

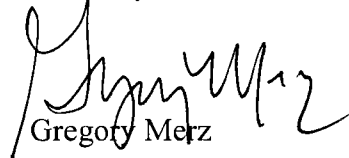
To address the issue you have raised, the Parties jointly propose that the Paragraph 7 be modified to provide as follows:

This Settlement Agreement shall be interpreted and construed in accordance with the laws of any state in which the agreement is approved. This Settlement Agreement has been jointly drafted by the Parties and shall not be interpreted in favor of any Party.

The Parties agree that: 1) This modification does not give rise to the right of any party to void the Settlement Agreement; 2) The Settlement Agreement is unchanged in all other respects.

Thank you for your consideration of this matter.

Sincerely,



Gregory Merz

cc: Service list (via email and U.S. Mail)

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