

GOVERNMENT OF THE VIRGIN ISLANDS  
OF THE UNITED STATES

*Public Services Commission*

IN RE ) Docket No. 526  
 ) Order No. 2 /2011  
Wireless World—Innovative Telephone )  
Request for Interconnection )  
\_\_\_\_\_ )

**ORDER**

**WHEREAS**, on August 25, 2010, Choice Communications, LLC formerly “Wireless World, LLC” (hereinafter “Choice”) and the staff of the Virgin Islands Public Services Commission (“PSC” or the “Commission”) filed a Joint Stipulation Agreement with the Commission to facilitate a settlement related to an assessment Order dated July 10, 2001 in Docket 526; and

**WHEREAS**, on September 28, 2010, the Commission met in a special meeting at its offices located at Barbel Plaza, St. Thomas, U. S. Virgin Islands; and

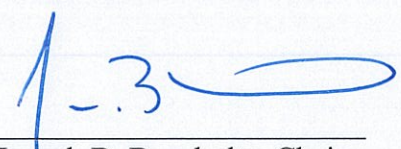
**WHEREAS**, upon review and deliberation, the Commission voted to adopt the Joint Stipulation Agreement (see attached); and

**NOW THEREFORE**, it is hereby **ORDERED**, that the Joint Stipulation Agreement be **ADOPTED**.

*So Ordered.*

For the Commission

Dated: 10/22, 2010

  
\_\_\_\_\_  
Joseph B. Boschulte, Chair

GOVERNMENT OF THE VIRGIN ISLANDS  
OF THE UNITED STATES

Public Services Commission

RECEIVED  
2010 OCT 14 PM 3:15  
PUBLIC SERVICES  
COMMISSION  
ST. THOMAS, VI

IN RE: ) PSC DOCKET No. 526  
)  
WIRELESS WORLD---INNOVATIVE )  
TELEPHONE )  
REQUEST FOR INTERCONNECTION )  
\_\_\_\_\_ )

JOINT STIPULATION BETWEEN THE STAFF OF THE VIRGIN ISLANDS PUBLIC SERVICES COMMISSION AND CHOICE COMMUNICATIONS, LLC

Choice Communications, LLC (“Choice”) (formerly “Wireless World, LLC”) through its undersigned counsel, and staff of the Virgin Islands Public Services Commission (“PSC” or the “Commission”) (collectively, the “Parties”) hereby recommend that the PSC adopts this agreement, which was drafted in order to facilitate a settlement related to a 2001 assessment imposed by the Commission on Wireless World, LLC in Docket 526 Order dated July 10, 2001.

By way of background, in an order published on or about June 29, 2001, the Commission levied an interim assessment of one hundred thousand dollars (\$100,000.00) for the expenses incurred by the PSC as a result of its investigation in the above-captioned docket. Wireless World filed a Petition for Reconsideration of the assessment primarily on jurisdictional grounds which were deemed denied by operation of law by the Commission. Ultimately, the matter was appealed to the Territorial Court of the Virgin Islands, Division of St. Thomas and St. John.<sup>1</sup>

<sup>1</sup> See *Wireless World, LLC v. Virgin Islands Public Services Commission*, Civil No. 575/2001, Appeal from Decision of V. I. Public Services Commission (Territorial Court of the Virgin Islands, Division of St. Thomas and St. John).

<sup>1</sup> 47 U.S. C. §214 (e) (6)

In an attempt to resolve this dispute, the Parties have reached the following agreement, subject to PSC approval, that requires Choice, within five business days after the Commission issues its order adopting or modifying this stipulation subsequent to the Commission's September 28, 2010 meeting, to deposit its initial six thousand six hundred and sixty-seven dollars (\$6,667.00) payment to the Public Services Commission to be deposited into the Treasury of the Virgin Islands, specifically the Special Public Utility Deposit Account.<sup>2</sup> Thereafter, Choice shall make subsequent payments in the amount of six thousand six hundred and sixty-seven dollars (\$6,667.00) per month over the next eleven (11) months payable on the first of each month to the Public Services Commission to be deposited into the same Special Public Utility Deposit Account. By September 1, 2011, a total of eighty thousand dollars (\$80,000.00) will have been deposited by Choice to the PSC.

As a condition of Choice's payment of eighty thousand dollars (\$80,000.00) to the PSC to resolve this matter, the Commission agrees that this payment resolves all of Choice's outstanding assessments to the date of this agreement. Choice agrees to forgo any current or future rights to appeal Order dated July 10, 2001 in Docket 526.

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever, then: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, all portions of any paragraphs of this Agreement containing any such provision held to be invalid, illegal or unenforceable that are not themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions illegal or unenforceable, that are not

---

<sup>2</sup> 30 V.I.C. §25

themselves invalid, illegal, or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver.

The terms of the Agreement shall bind, and shall inure to the benefit of the successors and assigns of the parties hereto.

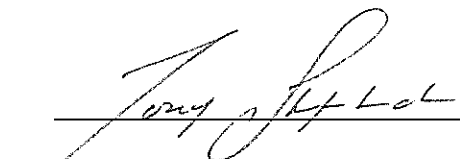
All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given: (a) if delivered by hand and signed for by the party addressee; or (b) if mailed by certified or registered mail, with postage prepaid, on the third business day after the mailing date. Addresses for notice to either party are as shown on the signature page of this Agreement or as subsequently modified by written notice.

This Agreement shall be governed exclusively by the Laws of the United States Virgin Islands, the applicable sections of Title 47 of the United States Code, and Rules and Regulations of the Federal Communications Commission.

The PSC and Choice each hereby irrevocably consent to venue in the United States Virgin Islands for all purposes in connection with any action or proceeding which arises out of or relates to this Agreement.

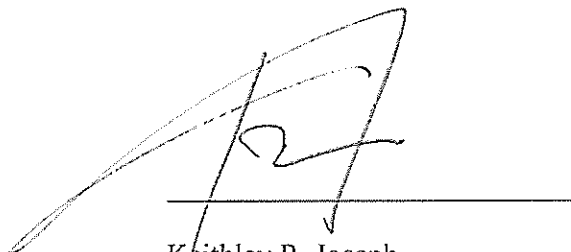
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the 28 day of September, 2010.

Choice Communications, LLC



Tony Shepherd  
General Manager/Vice President  
Choice Communications, LLC  
9719 Estate Thomas  
Al Cohens Mall  
St. Thomas, VI 00802

USVI Public Services Commission



Keithley R. Joseph  
Executive Director  
USVI Public Services Commission  
P. O. Box 40  
St. Thomas, VI 00802