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August 9, 2005

RECEIVED

AUG 10 2005

VIA FAX 1-605-224-7102

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SOUTH DAKOTA  
UTILITIES COMMISSION

RE: WWC v. Golden West Telecommunications, et al.  
GPGN File No. 5925.050089 Docket CT05-001

Dear Ms. Rogers:

Pursuant to our conference call last week with Commission Counsel John Smith and Staff Counsel Wiest, this letter is to address the specifics regarding the sub issues raised by Western Wireless on access and transiting issues. As you may recall, it was requested that a letter address some of these specifics so a determination can be made between counsel as to whether these issues can be properly addressed in the current pending action or should be part of a separate action.

As you may be aware based on the discovery that was provided last Friday, the transiting issue with Golden West is a sizeable dispute. Pursuant to the discovery responses that we have provided to Staff, transiting charges we are contesting amount to \$163,945.65 through June 1, 2005 billing. See Western Wireless' Responses to Staff's Requests (Request 12.b), dated August 5, 2005.

As I understand the background on the transiting issue, Golden West at one time had an agreement with Western Wireless to provide the transiting services. This agreement was terminated by the new Interconnection Agreement. The new Interconnection Agreement specifically set forth that it did not provide for charging of transiting services. Upon review of the past bills in this pending action, it was discovered that Golden West was still charging for transiting services. Western Wireless disputes Golden West's ability to do so. As discussed, I felt it necessary to raise this transiting issue because your counterclaim asserted various actions under the Interconnection Agreement and amounts due under the bills. Clearly, the transiting issue is not directly related to the complaint or counterclaim, except for the fact that it is a billing issue between the parties. Please confer with your clients on how it believes this should be

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handled and we can discuss whether this should be a separate action with discovery simply on the transiting issue to take place.

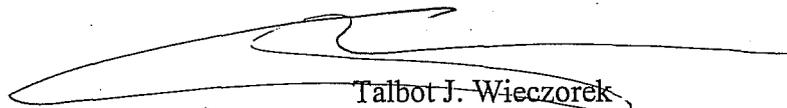
Regarding the Application of reciprocal comp rates traffic factors and access rates and charges, these issues deal primarily with the counterclaim as opposed to the complaint. As you know, it is Western Wireless' position that your clients cannot charge intrastate rates without the agreement of Western Wireless and the Interconnection Agreements do not allow the application of intrastate rates. This issue goes to your claim of amounts due under the InterMTA section of the Interconnection Agreement wherein your clients are seeking to apply intrastate rates. Further, it appears that your clients are also seeking to charge calls delivered by IXCs under the Interconnection Agreement as InterMTA calls. Because IXCs are already paying access charges, this would be a situation where your clients would be "double-dipping" and, thus, your clients claimed amounts due under InterMTA would be overstated. These issues deal directly with your counterclaim and are essentially defenses on how you calculated what your clients claim is due and can be addressed and argued without amending any complaints or answers. If you disagree, please let me know.

In an effort to keep this matter moving along, please let me know as soon as possible whether you want to deal with the transiting issue in a different complaint filing. It is Western Wireless' position that at this time it prefers not to delay this action and, if you have an objection to dealing with the transiting issues in this action, that it would simply be easier to address it as a separate complaint as opposed to continuing this complaint for another round of discovery.

Regarding the access charges and intrastate issues, it is our position these are clearly related to how you calculate the amount your clients are claiming is due under the counterclaim and these matters are all relevant in this action.

Please let me know your thoughts on this as soon as possible. As always, if you have any questions or need any clarifications, feel free to give me a call.

Sincerely,



Talbot J. Wiczorek

TJW:klw  
c: Client  
Rolayne Wiest