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August 8, 2005

RECEIVED

AUG 8 2005

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Pamela Bonrud
Executive Director
South Dakota PUC
500 E Capitol
Pierre SD 57501

Re: Complaint filed by South Dakota Network, L.L.C. against
Global Crossing Telecommunications, Inc.
Access charges Docket #CT05-006

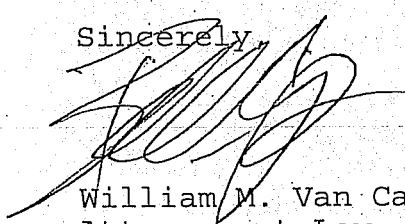
Dear Pamela:

Enclosed please find for filing the original plus ten (10) copies
of Global Crossing's Answer to SDN's Complaint.

By way of this letter, I am also serving Darla Pollman Rogers,
attorney for SDN.

Please feel free to contact me with any questions.

Sincerely,



William M. Van Camp
Attorney at Law

WVC:lrd

enclosures

cc: Darla Pollman Rogers w/enc.
Diane Peters-Global Crossing w/enc.
Michael J. Shortley, III-Global Crossing w/enc.

RECEIVED

AUG 4 8 2005

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

In the Matter of the Complaint of)
South Dakota Network, L.L.C.,)
against Global Crossing Tele-)
Communications, Inc.,)

DOCKET NO. CT05-006

Answer and Counterclaim
of Global Crossing
TeleCommunications, Inc.
to Complaint of South
Dakota Network, L.L.C.

COMES NOW Global Crossing Telecommunications, Inc.,
hereinafter ``Global Crossing,'' by and through William M. Van
Camp of Olinger, Lovald, McCahren & Reimers, P.C., of P. O. Box
66, Pierre, South Dakota 57501 and hereby submits this Answer to
the Complaint filed by South Dakota Network, L.L.C., hereinafter
referred to as ``SDN,'' before the South Dakota Public Utilities
Commission, hereinafter referred to as Commission, and asserts
this Counterclaim against SDN.

ANSWER

1. The complaint of SDN fails to state a claim upon which
relief can be granted, and should therefore be dismissed.

2. Global Crossing denies each and every matter and
allegation in SDN's complaint, unless herein specifically admitted
or qualified.

3. Global Crossing admits paragraphs 1 through 3 of the
SDN's complaint.

4. Global Crossing denies that it used or benefited from a service or any service provided by SDN through SDN's tandem switch as detailed in paragraph 4 of the complaint. Further, Global Crossing denies that SDN provided originating or terminating access services to Global Crossing for customers of Global Crossing for the time frame as alleged in paragraph 4 of the complaint.

5. Global Crossing does not deny that it was billed or charged amounts by SDN, however, Global Crossing does deny that the amounts are due or payable by it to SDN as alleged in paragraphs 6 through 11 of the complaint.

6. Global Crossing further denies paragraph 7 through 10 of the complaint, and further states that it was not unjustly enriched by any value or benefit conferred onto it by SDN, and specifically denies that any value or benefit was conferred onto it by SDN.

7. In the alternative Global Crossing states that it is without knowledge or information sufficient to form a belief as to whether or not it was unjustly enriched by any value or benefit conferred onto it by SDN, and further, that any and all billing materials or invoices received by it from SDN are incomplete and lack sufficient information for it to determine whether or it received any value or benefit from SDN, and further, Global Crossing states that it does not have sufficient knowledge or information relating to the relationship between SDN, Express Communications and other related parties and affiliates of SDN

concerning the services which were to be provided to Global Crossing by Express Communications as hereinafter described and whether any amounts owed by Global Crossing to SDN are subject to the agreement between Global Crossing and the related parties and affiliates of SDN.

8. Global Crossing specifically denies that it owes the amounts as detailed in paragraph 11 of the complaint.

AFFIRMATIVE DEFENSES

9. Global Crossing realleges paragraphs 1 through 8 of this answer.

10. As an affirmative defense, Global Crossing alleges that SDN improperly billed Global Crossing for interstate and intrastate centralized equal access services.

11. Global Crossing alleges that any and all charges as alleged by SDN in its complaint are improper and not due and payable by Global Crossing and are as a result of an error either by SDN, a subtending independent or affiliate or other related party of SDN.

12. Global Crossing alleges that Express Communications, which has a current Carrier Services Agreement with Global Crossing and is closely affiliated with SDN, did during the time frame as referenced in the complaint, improperly, incorrectly and possibly to the benefit of SDN and other related parties, through its own actions or the actions of SDN, deliver traffic which was to be sent to Global Crossing over the Global Crossing Feature

Group D switched access circuits as was required under the terms of the agreement between Global Crossing and Express Communications.

13. Global Crossing alleges instead of the traffic delivery as outlined and required in the agreement between Global Crossing and Express Communications, SDN has been delivering traffic, which was to be delivered by Express Communication as per the agreement detailed herein, to Onvoy, Inc. which was delivering the traffic to Trans National Communications. Trans National is terminating the traffic to Global Crossing's network under the terms of a Carrier Service Agreement between Trans National and Global Crossing. Global Crossing also alleges that in some instances traffic due it may have been delivered by Onvoy, Inc. directly to it, bypassing Trans National but still subject to the Trans National Agreement.

COUNTERCLAIM

14. Global Crossing realleges paragraphs 1 through 13 of the Answer.

15. For its Counterclaim against SDN, Global Crossing alleges the following.

FACTUAL BASIS

16. This Counterclaim is against South Dakota Network, LLC ("SDN"), a South Dakota limited liability company providing various telecommunications services from its principal place of business at 2900 West 10th Street, Sioux Falls, South Dakota 57104.

17. Global Crossing has Agreements with Express Communications which has a close affiliation with SDN, the level and type of which is unknown at this point.

18. Global Crossing claims it is owed amounts by Express Communications subject to the agreement between the parties. Some of this amount may be due to Global Crossing if any amount is paid on the complaint by SDN.

19. Global Crossing claims that payment of any amount subject to the complaint of SDN may unfairly and unjustly benefit Express Communications and SDN by and through SDN's relationship with Express Communications.

19. Global Crossing states that at this point it is without knowledge or information sufficient to ascertain the amounts owed to it by SDN, its member companies, affiliates and Express Communications.

20. Global Crossing states that at this point it is without knowledge or information sufficient to ascertain whether or not the payment as demanded by SDN in its complaint would result in unjust enrichment to SDN, its member companies, affiliates and Express Communications as at this point Global Crossing does not have sufficient information as to the relationship, financial and otherwise, between SDN, its member companies, affiliates and Express Communications and whether in fact SDN can be held financially liable for the debts and amounts owed by its member companies, affiliates and Express Communications.

21. Global Crossing states it intends to formally amend this complaint as soon as the amounts due it from SDN, its member companies, affiliates and/or Express Communications can be determined during the discovery phase of this matter and through its own internal review.

WHEREFORE, Global Crossing prays:

1. That SDN's complaint and all complaints asserted therein be dismissed with prejudice, and that SDN recover nothing thereby or thereunder;

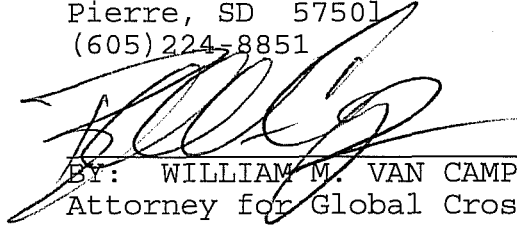
2. That judgment be entered in favor of Global Crossing against SDN in the amount to be determined at hearing, which represents the amount being owed by SDN or other related parties through attribution to SDN, subject to a later amended amount of claim being shown;

2. That Global Crossing be awarded costs, disbursements, and attorney's fees included herein; and

3. For such and further relief as the Commission deems just and proper.

Dated this 8th day of August, 2005.

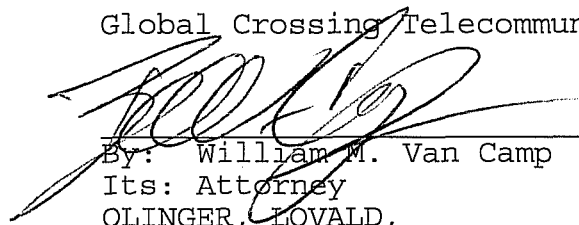
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117 E. Capitol-PO Box 66
Pierre, SD 57501
(605)224-8851



BY: WILLIAM M. VAN CAMP
Attorney for Global Crossing

Global Crossing Telecommunications, Inc., hereby affirms that the statement of facts above are accurate to the best of its knowledge.

Global Crossing Telecommunications, Inc.



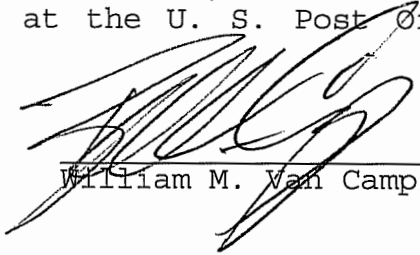
By: William M. Van Camp
Its: Attorney
OLINGER, LOVALD,
McCAHREN & REIMERS, P.C.
117 E. Capitol-PO Box 66
Pierre, SD 57501
(605)224-8851

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Answer of Global Crossing was served via the methods indicated below on the 8th day of August, 2005, addressed to

Darla Pollman Rogers
Rogers, Rogers, Wattier & Brown
Attorney for SDN
PO Box PO Box 280
Pierre SD 57501

that said mailing was by U. S. mail, first class with postage thereon prepaid and mailed at the U. S. Post Office in Pierre, South Dakota.



William M. Van Camp