

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

In the Matter of Sprint Communications)
Company L.P.'s Petition for Consolidated)
Arbitration Pursuant to Section 252(b) of the)
Communications Act on 1934, As Amended by) Docket No. TC06-175
The Telecommunication Act of 1996, and The)
Applicable State Laws for Rates, Terms and)
Conditions of Interconnection with Interstate)
Telecommunications Cooperative.)

**SPRINT COMMUNICATIONS COMPANY L.P.'S RESPONSE TO INTERSTATE
TELECOMMUNICATIONS COOPERATIVE, INC.'S FIRST SET OF
INTERROGATORIES, REQUESTS FOR PRODUCTION OF DOCUMENTS AND
REQUESTS FOR ADMISSIONS**

Pursuant to the A.R.S.D. 20:10:01:22:01 and SDCL §§ 15-6-33, 15-6-34 and 1-6-36, Sprint Communications Company L.P. ("Sprint"), by its attorneys, responds and objects to Interstate Telecommunications Cooperative, Inc.'s ("Interstate") First Set of Interrogatories, Requests for Production of Documents and Requests for Admissions (collectively "Data Requests").

PRELIMINARY STATEMENT

Sprint makes these responses and objections on the basis of information presently known to it and reserves the right to amend and/or supplement these responses and objections as new facts develop and as new information is obtained subject to the South Dakota Discovery Rules. Further, the following responses and objections are given without prejudice to Sprint's right to produce or rely upon additional evidence at the hearing or in connection with any pre-hearing proceedings to the extent consistent with the South Dakota Discovery Rules.

GENERAL OBJECTIONS

Sprint makes the following general objections to Interstate's Data Requests. Unless otherwise specified, each of the following General Objections is continuing, and is incorporated into the response to each request propounded by Interstate as if fully set forth therein. The assertion of same, similar or additional objections in any specific response does not waive Sprint's objections set forth below.

1. Sprint objects to the instructions provided by Interstate to the extent such instructions impose obligations different or greater than set forth in the rules of the Public Utilities Commission of South Dakota (the "Commission") and the South Dakota Rules of Civil Procedure.

2. Sprint objects to these data requests to the extent that they are not reasonably calculated to lead to the discovery of admissible evidence and are not relevant to the subject matter of this proceeding. Sprint will attempt to note in its response each instance where this objection applies.

3. Sprint objects to each and every Data Request to the extent that it purports to seek information about matters outside of the State of South Dakota, including but not limited to contracts or agreements or services provided outside of the State of South Dakota.

4. Sprint objects to each and every Data Request to the extent it purports to seek information or documents that are protected from disclosure by the attorney-client privilege or attorney work product doctrine.

5. Sprint objects to each and every Data Request to the extent Interstate seeks information or documents that are confidential, proprietary, and/or trade secret information protected from disclosure.

6. Sprint objects to each and every Data Request to the extent that they purport to require disclosure of information or documents that is not available to Sprint or that is equally or more readily available to Interstate than obtaining the information or documents from Sprint.

7. Sprint objects to these requests to the extent that they are unduly burdensome, expensive, oppressive, or excessively time consuming as written.

8. Sprint objects to these data requests to the extent that they seek information which is already in the possession of Interstate or is already in the public record before the Commission, or elsewhere.

9. The objections and responses contained herein and documents produced in response hereto are not intended nor should be construed to waive Sprint's right to object to these requests in response hereto, or the subject matter of these requests, as to their competency, relevancy, materiality, privilege and admissibility as evidence for any purpose, in this or any other proceeding.

10. Sprint objects to these requests in that they seek to obtain "all" documents to the extent that such a data request is overbroad and unduly burdensome and seeks information that is neither relevant nor material to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence.

11. Sprint objects to these requests to the extent that they seek to impose an *obligation on Sprint to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this proceeding on the grounds that such requests are overly broad, unduly burdensome and oppressive.*

12. Sprint objects to these requests to the extent that they are vague, ambiguous, overly broad, imprecise, or utilize terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these requests.

13. Sprint is a large corporation with employees located in many different locations. In the course of its business, Sprint creates countless documents that are not subject to Commission or FCC retention of records requirements. These documents are kept in numerous locations that are frequently moved from site to site as employees change jobs or as the business is reorganized. Therefore, it is possible that not every document will be provided in response to these discovery requests. Rather, Sprint's responses will provide, subject to any applicable objections, all of the information obtained by Sprint after a reasonable and diligent search conducted in connection with these requests. Sprint shall conduct a search of those files that are reasonably expected to contain the requested information. To the extent that the data requests purport to require more, Sprint objects on the grounds that compliance would impose an undue burden or expense.

14. The objections and responses contained herein are not intended nor should they be construed to waive Sprint's right to other discovery involving or relating to the subject matter of these requests, responses or documents produced in response hereto.

15. Sprint's agreement to respond to these requests should not be construed to mean that any documents or information responsive to the request exists.

INTERROGATORIES

INTERROGATORY NO. 1: Identify all communications between the parties with respect to the negotiation of an interconnection agreement between Sprint and Interstate including the date of such communication, the name(s) of the representatives of the parties involved in such communication, the substance of the communication and the form of the communication (e.g. telephone call, email, written correspondence, etc.). You may provide a copy or copies of a communication in lieu of providing the foregoing requested description if such communication was written.

RESPONSE: Please see Attachment 1.1.

INTERROGATORY NO 2: State the name of the entity who has the legal relationship with the South Dakota consumer in “a business model in which Sprint, together with other competitive service providers, provides local voice service to those customers.” (Petition at ¶ 23.)

RESPONSE: MCC Telephone of the Midwest, Inc., d/b/a Mediacom

INTERROGATORY NO 3: Identify all customers or target customers that Sprint is attempting to obtain through the relationship with MCC that “allows Sprint to enter and compete in the local and long distance voice markets in Interstate’s exchanges without having to lease last mile loops or unbundled network elements from Interstate.” (Petition at ¶23.)

RESPONSE: Initially, residential and future business customers in the MCC footprint.

INTERROGATORY NO 4: Will Sprint have any carrier / customer relationship with the end users served by provider of the “last mile” portion of the network? If yes, please provide a full and complete description of each aspect of that relationship.

OBJECTION: Sprint objects to this Interrogatory on the grounds that it is vague and ambiguous in the use of the term “carrier/customer relationship,” in that such term is not defined in the Act and is not defined herein. Accordingly, the Interrogatory is overly broad and burdensome.

RESPONSE: Subject to, and without waiving Sprint’s Objections, Sprint responds as follows. Yes, Sprint has a carrier/customer relationship with end users of the proposed services. Sprint provides the following functions:

- telephone exchange service (otherwise known as local telephone service)
- interexchange service (otherwise known as long distance telephone service)
- exchange access service
- public switched telephone network (PSTN) interconnection
- telephone number assignment and porting
- operator services, directory assistance and directory assistance call completion
- routing and termination of 911 calls
- intercarrier compensation functions, including reciprocal compensation for the termination of local calls if the parties do not agree to a bill and keep arrangement

47 U.S.C. §153(46) defines telecommunications service as “the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.” 47 U.S.C. 153(43) defines telecommunications as “the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form

or content of the information as sent and received.” The services being provided by Sprint are certainly routed between or among points specified by the user based on the fact that the users of the service are assigned numbers based on the North American Numbering Plan and call numbers based on the North American Numbering Plan. The content is unchanged in that the voice spoken on one end is the same voice heard on the other end of the call. Therefore, there is no question that “telecommunications” is being provided as defined. The distinction between telecommunications and telecommunications services is the offering of telecommunications for a fee directly or indirectly to the public. In the context of the business model being deployed by Sprint and MCC, Sprint meets both requirements. Sprint provides the functions identified above indirectly to the public through MCC. Given that these functions are performed by Sprint’s network, Sprint also provides the functions directly even though the retail relationship is between MCC and the subscribers. In effect, Sprint and MCC jointly provide services to end users in the name of MCC.

INTERROGATORY NO 5: Identify all potential “competitive service providers,” as Sprint uses that phrase on page 13 of the Arbitration Petition, located in South Dakota.

RESPONSE: While the question asks for “all potential” competitive service providers, the term as used on page 13 is referring to MCC Telephony of the Midwest, Inc., d/b/a Mediacom. Notwithstanding, potential competitive service providers include any cable company located in South Dakota that may wish to purchase Sprint’s services, since Sprint’s services are made available to all cable companies. See Attachment 1.5.

INTERROGATORY NO 6: Provide all facts or reasons that Sprint is aware of why MCC has not sought an interconnection agreement with Interstate and identify all documents related to this decision.

OBJECTION: Sprint objects to this request to the extent it asks Sprint to respond to discovery on behalf of MCC. MCC is not a corporate affiliate of Sprint and Sprint has no authority to obtain discovery from MCC.

RESPONSE: Subject to and without waiver of the foregoing objection, under the business arrangement which allows Sprint and MCC to jointly provide competitive services in South Dakota, MCC has contracted with Sprint to provide all public switched telephone network (PSTN) interconnection.

INTERROGATORY NO 7: Identify all agreements between Sprint and MCC (“Sprint-MCC Agreements”) and any agreements between Sprint and any other entity similar relationships in South Dakota.

OBJECTION: Sprint objects to this request on the grounds that it purports to seek trade secret, proprietary and highly sensitive commercial and competitive information related to Sprint’s contractual arrangements with MCC Telephony of the Midwest, Inc. d/b/a Mediacom, (“MCC”) that cannot be adequately protected by a Protective Order. Sprint further objects to this request in that the information requested is not likely to lead to the discovery of admissible evidence in that the contractual relationship between Sprint and third parties is not relevant to the interconnection and compensation arrangements between Sprint and Interstate.

RESPONSE: Subject to and without waiver of the foregoing objection, Sprint's response is as follows: At this time Sprint does not have any agreements between Sprint and any entity other than MCC to provide service in South Dakota.

INTERROGATORY NO 8: On page 13 of the Arbitration Petition, you state that "Sprint has entered into a business arrangement with MCC Telephony, Inc. to support its South Dakota affiliate's (MCC Telephony of the Midwest, Inc.) ("MCC") offering of local and long distance voice services to the general public in the service territories of Interstate." In connection with this arrangement, identify any and all telecommunications services (as defined in 47 U.S.C. §153(46)) that Sprint offers directly to the public for a fee.

OBJECTION: Sprint objects to the request as it inaccurately characterizes the definition of "telecommunications service" from 47 U.S.C. § 153(46). That definition not only includes the offering of telecommunications for a fee but also includes the offering of telecommunications "to such classes of users as to be effectively available directly to the public, regardless of the facilities used."

RESPONSE: Subject to and without waiver of the foregoing objection, See Sprint's response to Interrogatory 4.

INTERROGATORY NO 9: In connection with the "business arrangement" referenced in paragraph 13 of the Arbitration Petition, if Sprint contends that it provides telecommunications service (as defined in 47 U.S.C. §153(46)) to any class of users so as to be making telecommunications effectively available to the public, regardless of facilities used, identify such class of users.

RESPONSE: See Sprint's response to Interrogatory 4.

INTERROGATORY NO 10: In connection with the “business arrangement” referenced in paragraph 13 of the Arbitration Petition, identify any and all telecommunications service (as defined in 47 U.S.C. §153(46)) that MCC offers or will offer directly to any class of users so as to be making telecommunications effectively available to the public, regardless of facilities used, and identify such class of users.

OBJECTION: Sprint objects to this request to the extent it asks Sprint to respond to discovery on behalf of MCC. MCC is not a corporate affiliate of Sprint and Sprint has no authority to obtain discovery from MCC.

RESPONSE: Subject to and without waiver of the foregoing objection, Sprint understands that MCC will offer residential competitive local and long distance telecommunications service indiscriminately to all customers within MCC’s service territory that choose to purchase the services.

INTERROGATORY NO. 11: Identify all facts that you contend support or relate to any allegation by Sprint that it possesses the status of a “telecommunications carrier” as defined in 47 U.S.C. §153(44) relating to traffic originated by a Competitive Service Provider that planned to be delivered to Interstate by Sprint pursuant to a contract between such Competing Service Provider and Sprint.

OBJECTION: Sprint objects to this request on the grounds that it requests a legal conclusion.

RESPONSE: Subject to and without waiver of the foregoing objection, See Sprint’s response to Interrogatory 4.

INTERROGATORY NO 12: Identify all distinctions and differences between Competitive Service Provider (as the phrase is used at page 13 of the Arbitration Petition) and a “local exchange carrier” as that term is defined at 47 U.S.C. §153(26).

RESPONSE: As used in Sprint’s Petition for Arbitration, Sprint did not intend to draw a distinction between a competitive service provider and a local exchange provider.

INTERROGATORY NO 13: Do you contend that in connection with Sprint’s negotiation with Interstate concerning Sprint’s proposed Interconnection Agreement, attached to the Arbitration Petition, that Sprint has acted or is acting as MCC’s agent?

OBJECTION: Sprint objects to this Interrogatory on the grounds that it is vague and ambiguous as to use of the term “agent,” and on the grounds that it purports to seek information (agency) that is not factual information but instead calls for a legal conclusion.

RESPONSE: Subject to, and without waving Sprint’s Objections, Sprint responds as follows. Sprint construes the term “agent” under South Dakota law to mean a person or entity authorized to act on behalf of and under the control of another in dealing with third parties. Neither Sprint nor MCC is the respective agent of the other for purposes of the proposed Interconnection Agreement under such a construction.

INTERROGATORY NO 14: Please identify the individuals from Sprint that negotiated the business arrangement between MCC and Sprint.

OBJECTION: Sprint objects to this request as being overlay burdensome, irrelevant and not calculated to lead to admissible evidence.

INTERROGATORY NO 15: Please identify the individuals from MCC that negotiated the business arrangement between MCC and Sprint.

OBJECTION: Sprint objects to this request to the extent it asks Sprint to respond to discovery on behalf of MCC. MCC is not a corporate affiliate of Sprint and Sprint has no authority to obtain discovery from MCC. Sprint further objects to this request as being irrelevant and not calculated to lead to admissible evidence.

INTERROGATORY NO 16: Identify all agreements between Sprint and any party that provide for the same terms, conditions or pricing as the Sprint-MCC Agreements (identified in Interrogatory No. 7).

OBJECTION: *Sprint objects to this request on the grounds that it purports to seek trade secret, proprietary and highly sensitive commercial and competitive information related to Sprint's contractual arrangements with any party. Sprint further objects on the grounds that the question is overly broad and burdensome. Further, the information requested is not likely to lead to the discovery of admissible evidence in that the contractual relationship between Sprint and a third party is not relevant to the interconnection and compensation arrangements between Sprint and Interstate.*

RESPONSE: Subject to and without waiver of the foregoing objection, Sprint's response is as follows: At this time Sprint does not have any agreement between Sprint and any entity other than MCC to provide service in South Dakota.

INTERROGATORY NO 17: Identify all agreements between Sprint and any party that do not provide for the same terms, conditions or pricing as the Sprint-MCC Agreements (Interrogatory No. 7) and please identify each difference.

OBJECTION: Sprint objects to this request on the grounds that it purports to seek trade secret, proprietary and highly sensitive commercial and competitive information related to Sprint's contractual arrangements with any party. Sprint further objects on the grounds that the question is vague and ambiguous, overly board and unduly burdensome, and the information requested is not likely to lead to the discovery of admissible evidence in that the contractual relationship between Sprint and third party is not relevant to the interconnection and compensation arrangements between Sprint and Interstate.

RESPONSE: Subject to and without waiver of the foregoing objection, see Sprint's response to Requests 7 and 16.

INTERROGATORY NO 18: For each difference in agreements identified in Interrogatory No. 17, please explain the basis for such difference and, if a difference is a rate, the cost basis (including the cost study) that demonstrates that cost difference.

RESPONSE: Not applicable.

INTERROGATORY NO 19: Does Sprint have any business arrangement in existence with any additional entity regarding the offering of voice services identified in paragraph 23 of the Arbitration Petition in (a) Interstate's service area or (b) in any other areas of the State of South Dakota? If so, identify such entity(ies).

OBJECTION: Sprint objects to this request on the grounds that it purports to seek trade secret, proprietary and highly sensitive commercial and competitive information related to Sprint's contractual arrangements with any party. Sprint further objects on the grounds that the question is vague and ambiguous. Further, the information requested is not likely to lead to the discovery of admissible evidence in that the contractual relationship

between Sprint and third party is not relevant to the interconnection and compensation arrangements between Sprint and Interstate.

RESPONSE: Subject to, and without waiving such objections, Sprint's response is No.

INTERROGATORY NO 20: Please provide a description of the network that Sprint provides and that which MCC provides as it relates to the voice traffic that will be delivered to Interstate under the business arrangement that Sprint has with MCC. In providing this description, please identify all switching and transport (or equivalent facilities) provided by Sprint and by MCC and include a diagrams that shows these network(s).

RESPONSE: MCC's customers have a device located in their home called an eMTA or embedded Multi-media Terminal Adapter. This device connects the customer's telephones and the coaxial cable that enters the home. The coaxial cable exits the customer's home and terminates in MCC's head end. A head end is the originating point of the video signals in a cable television system. At the head end, television signals are separated out from the voice signals. The voice signals are routed to a device called a CMTS or Cable Modem Termination System. The CMTS aggregates customer voice traffic and routes it to Sprint's end office switch. All calls are routed to the Sprint end office switch which uses the calling party and called party information to route the traffic to the appropriate destinations. For example, if the calling party and called party are within the same local calling area the call will be routed to the interconnection trunks between Sprint and the ILEC for termination to the appropriate called party. If the customer dials 911, the call is routed over the trunks Sprint has provisioned between the Sprint end office switch to the appropriate selective router based on the physical location

of the customer dialing 911. The eMTA, coaxial cable, and CMTS are all provided by MCC. Sprint provides the end office switch. The transport between the CMTS and Sprint's end office switch can be provided by either Sprint or MCC. Sprint is responsible for all the interconnectivity to the PSTN for the termination of local, 911, toll, operator and directory calls. See Sprint Attachment 1.20. Sprint attachment 1.20 consists of a diagram regarding how Sprint plans to interconnect with MCC. Please note the diagram is not an exhaustive response, but rather is intended to provide a representative sample.

INTERROGATORY NO 21: Identify all facts that you contend support or relate to Sprint's claim that in connection with Sprint's third party business arrangements with a Competitive Service Provider, such as MCC, Sprint is entitled to interconnection and other rights under 47 U.S.C. §251(a) and (b).

OBJECTION: Sprint objects to this question on the grounds that it requests a legal conclusion.

RESPONSE: Subject to and without waiver of the foregoing objection, Sprint responds as follows. See Sprint's Response to Interrogatory No. 4.

INTERROGATORY NO 22: Does Sprint contend that it and MCC will jointly be providing service to end users of MCC? If so, please provide all facts that support that contention.

RESPONSE: Yes. See Sprint's Response to Interrogatory No. 4.

INTERROGATORY NO 23: For purposes of this response, please assume that Sprint's definition of "end user" will be ordered by the Commission for inclusion in the interconnection agreement that is the subject of the arbitration proceeding between Sprint and Interstate. In the business arrangement that Sprint has entered into with MCC, will

Sprint act on behalf of MCC when Sprint seeks to implement the interconnection agreement between Sprint and Interstate? If so, please explain how this will occur?

RESPONSE: No.

INTERROGATORY NO 24: For purposes of this response, please assume that Sprint's definition of "end user" will be ordered by the Commission within the interconnection agreement that is the subject of the arbitration proceeding between Sprint and Interstate. In the business arrangement that Sprint has entered into with MCC, will Sprint and MCC be jointly marketing the service to end users that receive MCC's cable television service?

RESPONSE: No.

INTERROGATORY NO 25: For purposes of this response, please assume that Sprint's definition of "end user" will be ordered by the Commission within the interconnection agreement that is the subject of the arbitration proceeding between Sprint and Interstate. In the business arrangement that Sprint has entered into with MCC, will Sprint be identified on the end user bill that MCC will provide to its local service end users?

RESPONSE: No.

INTERROGATORY NO 26: For purposes of this response, please assume that Sprint's definition of "end user" will be ordered by the Commission within the interconnection agreement that is the subject of the arbitration proceeding between Sprint and Interstate. In the business arrangement that Sprint has entered into with MCC, will a local service end user billed by MCC know of the existence of Sprint?

OBJECTION: Sprint objects to this Request on the grounds that the information requested is not likely to lead to the discovery of admissible evidence in that the

contractual relationship between Sprint and third party is not relevant to the interconnection and compensation arrangements between Sprint and Interstate.

RESPONSE: Subject to the foregoing objection, Sprint cannot predict what South Dakota retail customers may or may not know about Sprint's contribution to the jointly provided service. The business model, however, does not contemplate that either MCC or Sprint will proactively make customers aware of this arrangement.

INTERROGATORY NO 27: Do the MCC facilities identified in Interrogatory 20 or the services provided by it allow an end user to make and receive calls in any location other than the physical location where the MCC facilities actually terminate to that end user?

OBJECTION: Sprint objects to this request to the extent it asks Sprint to respond to discovery on behalf of MCC. MCC is not a corporate affiliate of Sprint and Sprint has no authority to obtain discovery from MCC. Sprint further objects to this request as being ambiguous in that the term "terminate" is not defined. Sprint further objects to this request as being irrelevant and not calculated to lead to admissible evidence.

RESPONSE: Subject to and without waiver of the foregoing objection, Sprint understands that MCC customers, by the terms of their service agreement, are not permitted to relocate their equipment.

INTERROGATORY NO 28: With respect to the Sprint facilities identified in Interrogatory 20, if Sprint's facilities experienced a network failure or interruption, would end users served by the MCC facilities also identified in Interrogatory 20 be able to call another MCC end user served by those same MCC facilities?

OBJECTION: Sprint objects to this request as being irrelevant and not calculated to the lead to the discovery of admissible evidence. Sprint further objects to this request as overly broad and vague.

RESPONSE: Subject to and without waiver of the foregoing objection, the answer is no unless there are redundant features in the Sprint network related to the particular failure or interruption that enables calls to be completed.

INTERROGATORY NO 29: If the answer to Interrogatory No 28 is “yes,” please identify the specific MCC facility or equipment that allows the types of calls to occur that were identified in Interrogatory No. 28.

RESPONSE: Not applicable.

INTERROGATORY NO 30: If the answer to Interrogatory 28 is “no,” please identify the specific additional equipment or facility that would allow the types of calls to occur that were identified in Interrogatory No. 28.

OBJECTION: Sprint objects to this request as being irrelevant and not calculated to the lead to the discovery of admissible evidence. Sprint further objects to this request as overly broad and vague.

RESPONSE: Subject to and without waiver of the foregoing objection, Sprint responds as follows: To the extent a call could not be completed due to a network failure or interruption on its network, Sprint would determine what caused the failure or interruption and correct the problem.

INTERROGATORY NO 31: Can an end user served by MCC facilities complete an call to any other MCC end user served by those same MCC facilities with out using the facilities of Sprint?

RESPONSE: No.

INTERROGATORY NO 32: Does Sprint contend that the Commission would lack jurisdiction in the instant case if Internet Protocol were used in connection with any aspect of the traffic delivered to Interstate arising from the MCC/Sprint business arrangement? If so, please provide all facts that support that conclusion.

RESPONSE: No.

INTERROGATORY NO 33: Does Sprint contend that the Commission's jurisdiction changes as a result of the use of the MCC facilities in delivering traffic to Interstate arising from the MCC/Sprint business arrangement? If so, please provide all facts that support that conclusion.

RESPONSE: No.

INTERROGATORY NO 34: Does Sprint contend that MCC's provision of service subjects Sprint to the Commission's regulatory oversight?

RESPONSE: Sprint, as a Telecommunications Carrier seeking interconnection with Interstate, is subject to the Commission's regulatory oversight.

INTERROGATORY NO 35: Does Sprint contend that MCC's provision of local and long distance voice services subjects MCC to the Commission's regulatory oversight?

OBJECTION: Sprint objects to this request to the extent it asks Sprint to respond to discovery on behalf of MCC. MCC is not a corporate affiliate of Sprint and Sprint has no authority to obtain discovery from MCC.

INTERROGATORY NO 36: Provide the location for each point of interconnection that Sprint would propose to use for the exchange of local traffic originated by each of the following parties:

- a. Sprint;
- b. MCC; and
- c. Interstate.

RESPONSE:

- a. Interstate's Clear Lake Host
- b. Not applicable
- c. At any point on Sprint's network within the LATA.

INTERROGATORY NO 37: If you deny or state lack of information or knowledge as a response to any of the Requests for Admissions set forth below, state with particularity the factual basis for each such response. Include with your answer an identification of any and all documents that support such denial.

RESPONSE: See Sprint's responses to the Requests for Admissions.

REQUESTS FOR ADMISSIONS

REQUEST FOR ADMISSION NO. 1: Admit that any end user customers located in Interstate's local exchange service areas served or to be served through the business arrangement between MCC and Sprint will be MCC's end user customers and not Sprint's end user customers.

RESPONSE: Deny. Sprint and MCC jointly provide services to the end users; however, MCC has the retail relationship with the end user customer.

REQUEST FOR ADMISSION NO. 2: Admit that Sprint has not filed any tariff or contract with the Commission for approval that includes the terms and conditions for its provision of services to a Competitive Service Provider.

OBJECTION: Sprint objects to this request on the grounds that it is vague and ambiguous as to the use of the term “services.”

RESPONSE: Subject to, and without waiving the foregoing objection, Sprint responds as follows. Admit. If there is a filing requirement applicable to the “services” Sprint provides Sprint will comply with such requirement.

REQUEST FOR ADMISSION NO. 3: Admit that each business arrangement with a Competitive Service Provider is individually negotiated by Sprint.

RESPONSE: Sprint objects to this request on the grounds that it requires a legal conclusion.

REQUEST FOR ADMISSION NO. 4: Admit that each business arrangement with a Competitive Service Provider is tailored to the specific relationship being contemplated, including (but not necessarily limited to) financial terms, terms commitments, and network capabilities and functions.

RESPONSE: Admit. While Sprint makes all of its services available, competitive service providers generally wish to purchase services specific to their particular circumstances and needs. Thus, Sprint tailors the offering to meet those specific needs. Indeed, each competitive service provider is unique in terms of the services it might desire to purchase from Sprint, the number of customers they serve or are available to serve and the geographic areas in which they operate.

REQUEST FOR ADMISSION NO. 5: Admit that the Commission has certificated MCC as a local exchange carrier.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 6: Admit that MCC does not deliver traffic to Sprint for completion on the Public Switched Telephone Network for calls originated from one MCC end user to another MCC end user.

RESPONSE: Deny. All calls originated by an MCC customer, including those destined for another MCC customer, are switched and delivered by Sprint.

REQUEST FOR ADMISSION NO. 7: Admit that an end user that is served by MCC cannot change its local service to Sprint.

RESPONSE: Neither Admit nor Deny. Sprint does not currently have a residential retail offering in South Dakota.

REQUEST FOR ADMISSION NO. 8: Admit that an end user that is served by MCC has no contractual relationship with Sprint.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 9: Admit that an end user that is served by MCC has no relationship with Sprint created by a tariff.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 10: Admit that the only Competing Service Providers with which Sprint has entered business arrangements similar to that entered into with MCC are certificated local exchange carriers.

RESPONSE: Neither Admit nor Deny. To date, Sprint has only entered into an agreement with MCC in South Dakota.

REQUEST TO PRODUCE DOCUMENTS

DOCUMENT REQUEST NO. 1: Produce copies of any and all documents (i) referenced in responses to Interrogatories above, (ii) that were referred to, used in any

way by or identified by Sprint in formulating your responses to Interrogatories above that have not already been produced in response to another Document Requests, or (iii) that were referred to, used in any way by or identified by Sprint in formulating your responses to any Request For Admission and that have not already been produced in response to another Document Request.

OBJECTION: Please see Attachment 1.1 and 1.20.

DOCUMENT REQUEST NO. 2: Please produce copies of all tariffs, contract carrier agreements, and commercial agreements that describe or relate to services that Sprint offers to the public in South Dakota or to any class of end users so as to be effectively available to the public in South Dakota.

OBJECTION: Sprint objects to this request on the grounds that it purports to seek trade secret, proprietary and highly sensitive commercial and competitive information related to Sprint's contractual arrangements with MCC. Sprint further objects to this request as the information requested is not likely to lead to the discovery of admissible evidence in that the contractual relationship between Sprint and MCC and Sprint other third parties are not relevant to the interconnection and other issues present in the arbitration between Sprint and Interstate.

DOCUMENT REQUEST NO. 3: Please produce copies of any contract, business agreement, and commercial agreement with MCC as identified in paragraph 23 of the Arbitration Petition and with any other contract or business agreement with a Competitive Service Provider providing service in South Dakota, that in any way relates to a business arrangement to support the offering of local and long distance voice services in Interstate's service area and other areas of South Dakota.

OBJECTION: Sprint objects to this request on the grounds that it purports to seek trade secret, proprietary and highly sensitive commercial and competitive information related to Sprint's contractual arrangements with MCC. Sprint further objects to this request as the information requested is not likely to lead to the discovery of admissible evidence in that the contractual relationships between Sprint and MCC is not relevant to the interconnection and other issues present in the arbitration between Sprint and Interstate. To the extent the request asks for agreements that Sprint has with other competitive service provider, Sprint objects on the same grounds.

RESPONSE: Subject to and without waiver of the foregoing objections, see Sprint's response to Interrogatory 7.

DOCUMENT REQUEST NO. 4: Please produce copies of the interconnection agreements and commercial agreements between Sprint and any South Dakota ILECs other than Interstate,

OBJECTION: Sprint objects to this request to the extent that it seeks publicly available information filed at the Commission that is equally available to Interstate.

RESPONSE: Subject to and without waiver of the foregoing objection, Sprint's responds as follows: Sprint has approved interconnection agreements with the following South Dakota ILECs: Qwest (Docket No. TC04-002) and PrairieWave (Docket No. TC-06-067).

DOCUMENT REQUEST NO. 5: Produce maps or other documentation showing with specificity the physical location of all network resources, including transportation and switching resources, located in South Dakota that will be used to provide services by

either Sprint or MCC through the “business model” described in paragraph 23 of the Arbitration Petition.

OBJECTION: Sprint objects to this request on the grounds that it purports to seek trade secret, proprietary and highly sensitive commercial and competitive information related to Sprint’s contractual arrangements with MCC. Sprint further objects in that that it is overly broad and thus burdensome. Further, the information requested is not likely to lead to the discovery of admissible evidence because it is not relevant to the interconnection and other issues present in the arbitration between Sprint and Interstate.

DOCUMENT REQUEST NO. 6: Provide a copy of each discovery response and all documents provide by Sprint in response to any discovery or other request made by or served by the Commission, Commission staff, Swiftel Communications and any other party in the following proceedings before the Commission:

TC06-176 – In the Matter of the Petition of Sprint Communications Company L.P. for Arbitration Pursuant to the Telecommunications Act of 1996 to Resolve Issues Relating to an Interconnection Agreement with Brookings Municipal Utilities d/b/a Swiftel Communications.

TC06-178 – In the Matter of the Application of Sprint Communications Company for Authority to Provide Local Exchange Services in Certain Rural Areas Served by the City of Brookings Utilities d/b/a Swiftel Communications.

TC06-188 – In the Matter of the Application of MCC Telephony of the Midwest, Inc. d/b/a Mediacom for a Certificate of Authority to Provide Interexchange and Local Exchange Services in the Brookings Exchange.

OBJECTION: Sprint objects to this request on the grounds that this request is overly burdensome, the information requested is not likely to lead to the discovery of admissible evidence and is not relevant to the interconnection and other issues present in the


arbitration between Sprint and Interstate. Sprint further objects on the grounds that Sprint is not a party to TC06-188.

DOCUMENT REQUEST NO. 7: Please produce all documents not previously identified in any response to any discovery request and known to you as containing, referring to, or relating to the matters at issue in this proceeding.

RESPONSE: Sprint objects to this request as unduly broad, burdensome, vague and would cause Sprint to incur undue expense. A blanket request for all documents of any type or kind that relate to any responses to the foregoing Interrogatories would potentially involve millions of pages of documents and is overbroad and burdensome.

DATED this 22nd day of December, 2006.

AS TO OBJECTIONS:



Talbot J. Wiczorek
Attorneys for Sprint Communications
Company, L.P.
440 Mt. Rushmore Road, Fourth Floor
P.O. Box 8045
Rapid City SD 57709-8045
Phone: 605-342-1078
Fax: 605-342-0480
Email: tjw@gpgnlaw.com

Diane C. Browning
Attorney, State Regulatory Affairs
Mailstop: KSOPHN0212-2A411
6450 Sprint Parkway
Overland Park, Kansas 66251
Voice: 913-315-9284
Fax: 913-523-0571
Email: diane.c.browning@sprint.com

AND

Monica M. Barone
Senior Counsel
6450 Sprint Parkway
Mailstop: KSOPHN0212-2A521
Overland Park, Kansas 66251
Voice: 913-315-9134
Fax: 913-523-2738
Email: monica.barone@sprint.com

ATTORNEYS FOR
SPRINT COMMUNICATIONS
COMPANY L.P.

CERTIFICATE OF SERVICE

The undersigned certifies that on this 22nd day of December 2006, a copy of the foregoing was served electronically and by first-class mail to:

<p>kara.vanbockern@state.sd.us Ms Kara Van Bockern Staff Attorney SD PUBLIC UTILITIES COMMISSION 500 East Capitol Pierre SD 57501</p>	<p>ryant@cutlerlawfirm.com meredithm@cutlerlawfirm.com Ryan Taylor Meredith Moore Cutler & Donahoe 100 N. Phillips Avenue #901 Sioux Falls SD 57104</p>
<p>harlan.best@state.sd.us Mr. Harlan Best Staff Analyst SD PUBLIC UTILITIES COMMISSION 500 East Capitol Pierre SD 57501</p>	<p>pschudel@woodsaitken.com jovercash@woodsaitken.com tmoorman@woodsaitken.com Paul M. Schudel James A. Overcash Thomas J. Moorman Woods & Aitken, LLP 301 S. 13th Street, Suite 500 Lincoln NE 68508</p>



Talbot J. Wiecezorek