

**EXHIBIT 1**

**Mary Sisak**

---

**From:** Mary Sisak  
**Sent:** Friday, April 07, 2006 4:35 PM  
**To:** Cronenwett, Sheryl [NTK]; Mulvany, Rose M [LEG]; Barone, Monica [LEG]  
**Attachments:** 04-07-South Dakota RLEC's Proposed ICA -.doc

Attached are Swiftel's red-line comments/changes to the Agreement with Sprint. Swiftel believes that interconnection pursuant to Section 251(a) is not implemented through the negotiation and arbitration scheme of Section 252. Accordingly, as you will note, Swiftel has deleted, and disputes the inclusion of, all sections that concern interconnection pursuant to Section 251(a). Although Swiftel believes that 251(a) interconnection is not implemented through 252, Swiftel wishes to make clear that it is willing to interconnect pursuant to Section 251(a) at any time. Please provide the name and number of a contact person, or you can contact Jim Adkins at (605) 692-6211, concerning interconnection.

Based on our earlier discussions and on the red-line edits provided herewith, Swiftel believes the following sections are in dispute:

1. Recitals
2. 1.1
3. 1.7
4. 2.16
5. 2.4
6. 3
7. 4
8. 5.1
9. 5.2
10. 5.3
11. 5.4
12. 5.5
13. 5.5.1
14. 5.5.4
15. 6
16. 7.1
17. 7.2.2
18. 9
19. 10.4
20. 11.1
21. 11.2
22. 11.3
23. 12
24. 13.4
25. 13.5
26. 14.1
27. 14.2
28. 14.3
29. Schedule 1

In addition, Swiftel is proposing changes to the first paragraph identifying the parties, 2.20, 5.5.2, 6.3, 7.21, 8.1 and 24.1 which we believe are not controversial. If you do not agree, please add these sections to the dispute list.

Finally, Swiftel is reviewing Sections 10, 13.1, 13.2, 13.3, 15, and 16. I will identify any additional issues on these sections as soon as possible.

10/18/2006

Mary

Mary J. Sisak  
Blooston, Mordkofsky, Dickens, Duffy & Prendergast, LLP  
2120 L Street, NW Suite 300  
Washington, DC 20037  
(202) 828-5554  
(202) 828-5568 fax  
mjs@bloostonlaw.com

This message and any attached documents contain information which may be confidential, subject to privilege or exempt from disclosure under applicable law. These materials are intended only for the use of the intended recipient. If you are not the intended recipient of this transmission, you are hereby notified that any distribution, disclosure, printing, copying, storage, modification or the taking of any action in reliance upon this transmission is strictly prohibited. Delivery of this message to any person other than the intended recipient shall not compromise or waive such confidentiality, privilege or exemption from disclosure as to this communication. If you have received this communication in error, please immediately notify the sender and delete the message from your system.

10/18/2006

**Mary Sisak**

---

**From:** Cronenwett, Sheryl [NTK] [Sheryl.M.Cronenwett@sprint.com]  
**Sent:** Thursday, April 06, 2006 2:24 PM  
**To:** Mary Sisak  
**Cc:** Barone, Monica [LEG]; Mulvaný, Rose M [LEG]  
**Subject:** RE: Updated Agreement/Issues  
**Importance:** High  
**Attachments:** IUBorder 3.24.06.pdf; South Dakota RLEC's Proposed ICA - Sprint's edits 4-4-061.doc; GoldenWestlist\_Swiftel (2).doc

Mary -

For your review and feedback, I have attached the same documents that were provided to Mr. Schudel on Tuesday evening. Due to the discussions you had with our counsel and our requests for an issues list and rate, we thought you might be going in a different direction with the negotiations, since it appeared there were some actual discrepancies between your issues and Mr. Schudel's issues.

We haven't received any redlines or issues in writing and therefore are not really sure of the your client's approach at this time. It is our plan to file for arbitration next week, however, as you are aware, we can continue to negotiate until your response is due.

The attachments include an issues list from our discussions on Friday, the updated agreement to reflect our discussions, and the Iowa Order referencing the originating carrier pays/indirect scenario decision.

Thank you for your assistance on this matter.

Sheryl

-----Original Message-----

**From:** Mary Sisak [mailto:mjs@bloostonlaw.com]  
**Sent:** Thursday, April 06, 2006 10:25 AM  
**To:** Cronenwett, Sheryl [NTK]  
**Cc:** Barone, Monica [LEG]; Mulvaný, Rose M [LEG]  
**Subject:** RE: Updated Agreement/Issues

Sheryl,

Are you planning on sending something similar to me for Swiftel? Just to clarify, I have not received anything as of the time of this message.

Mary

Mary J. Sisak  
Blooston, Mordkofsky, Dickens, Duffy & Prendergast, LLP  
2120 L Street, NW Suite 300  
Washington, DC 20037  
(202) 828-5554

10/18/2006

(202) 828-5568 fax  
mjs@bloostonlaw.com

This message and any attached documents contain information which may be confidential, subject to privilege or exempt from disclosure under applicable law. These materials are intended only for the use of the intended recipient. If you are not the intended recipient of this transmission, you are hereby notified that any distribution, disclosure, printing, copying, storage, modification or the taking of any action in reliance upon this transmission is strictly prohibited. Delivery of this message to any person other than the intended recipient shall not compromise or waive such confidentiality, privilege or exemption from disclosure as to this communication. If you have received this communication in error, please immediately notify the sender and delete the message from your system.

---

**From:** Paul M. Schudel [mailto:PSCHUDEL@woodsaitken.com]  
**Sent:** Thursday, April 06, 2006 11:15 AM  
**To:** Cronenwett, Sheryl [NTK]  
**Cc:** Barone, Monica [LEG]; Mulvany, Rose M [LEG]; Mary Sisak; dennylaw@goldenwest.com; ddavis@telec-consulting.com  
**Subject:** RE: Updated Agreement/Issues

Ms. Cronenwett:

I received your below email and attachments when I arrived at my office yesterday morning. As you know, I will be leaving my office later this morning and will return on the 17th. Yesterday I had a number of commitments that did not allow me to turn to your email and study of the attachments until late in the day. I completed my first review of these materials a few minutes ago. I have NOT had an opportunity to thoroughly discuss any of such materials with Mr. Law or my clients' consultant, Mr. Davis. Nonetheless, in light of Sprint's previous statement that it will not extend the arbitration window, and your statement below that preparations of the arbitration petition are in progress, I will provide such responses to your "4-4-06 Proposals to Golden West and Bridgewater-Canistota based on the 3-31-06 negotiation session" ("Sprint's Proposals") as I am able at this point. While in my judgment it is unlikely that my clients will disagree with any such responses, as you can understand, I must reserve the right to amend these responses if so directed by my clients.

First, I want to clarify a point that is generally applicable to Sprint's Proposals. Your approach to many items is to state Sprint's position followed by a statement "Please advise if we do not." Please understand that neither I nor my clients accept Sprint's "negative response" approach. You are specifically advised that unless my clients *affirmatively accept any Sprint Proposals, Sprint may not assume that your stated proposal is accepted by my clients.* This position is specifically directed to definitions in the Sprint Proposal (such as "Traffic" and "Telecommunications Traffic") unless otherwise stated below. As stated in the preceding paragraph, I will provide below affirmative responses to as many of the points addressed in the Sprint Proposals as is possible at this time. However, any points for which I am currently unable to provide a response *may not be deemed to be accepted by my clients,* and such responses are necessarily subject to the reservation expressed in the preceding paragraph. If it is possible, during my absence, for my clients to supplement the following responses, they will do so.

For the purpose of the following responses, the numbering system used in the Sprint Proposals is utilized.

1.6--acceptable.

1.7--acceptable.

2.5--acceptable.

2.6--acceptable.

2.7--acceptable.

2.9--acceptable.

Deletion of former section 7--acceptable.

8 and 8.1--acceptable.

10 and 10.1-10.6--probably acceptable, but still under study.

12--with exception of definition of "Interconnection Facility", probably acceptable, but still under study.

13 and 13.1-13.5--probably acceptable, but still under study.

16--Sprint is advised that my clients do NOT maintain the MSAG. Language under study.

17.1--acceptable.

17.2--need to further discuss wording of added sentence.

20.1-20.3 and 20.5--acceptable (20.4 and 20.6 are new and under study).

22.1--Note: I am well aware that 47 U.S.C. Sec. 222 defines Customer Proprietary Network Information. That is not the question. Where are the terms "Carrier Proprietary Information" defined? I find no such definition in the Act or FCC Regs.

24.1 and 24.2--acceptable.

29.1--acceptable.

29.2--probably acceptable, but still under study.

31--acceptable.

32--acceptable.

35.5.2--acceptable.

35.8--probably acceptable, but still under study.

Again, please bear in mind that there may be some additional points to which my clients can agree with Sprint, however, current time constraints do not allow an affirmative response at this time. The foregoing is offered in a good faith effort to narrow the parties' issues to the maximum extent possible in light of Sprint's decision not to extend the arbitration window, even for a short time. I trust the foregoing will be of assistance to Sprint.

Paul M. Schudel  
Woods & Aitken LLP  
301 South 13th Street, Suite 500  
Lincoln, Nebraska 68508  
Direct Number - (402) 437-8509  
Fax - (402) 437-8558  
EMail - [PSchudel@woodsaitken.com](mailto:PSchudel@woodsaitken.com)

**NOTE: The information contained in this email message may be attorney/client privileged and confidential information and is intended only for the use of the individual or entity named herein. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. Although this email and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the**

recipient to ensure that it is virus free and no responsibility is accepted by the Woods & Aitken law firm or the author hereof in any way from its use. If you have received this communication in error, please immediately notify us by return email. Thank you

-----Original Message-----

**From:** Cronenwett, Sheryl [NTK] [mailto:Sheryl.M.Cronenwett@sprint.com]  
**Sent:** Tuesday, April 04, 2006 7:00 PM  
**To:** Paul M. Schudel  
**Cc:** Barone, Monica [LEG]; Mulvany, Rose M. [LEG]  
**Subject:** Updated Agreement/Issues

Mr. Schudel -

Thank you for your note and clarifications earlier today.

I have attached an updated agreement to reflect our discussions from Friday, March 31st. In addition, I have also attached a list for your review, requesting clarifications on open items. During the call, it was requested that we provide information from the IUB ruling regarding originating transit in an indirect interconnection scenario. The IUB order, released March 24, 2006 is attached.

As you are aware, the arbitration window closes on April 18th, 2006, so Sprint is preparing for the arbitration petition. Notwithstanding, Sprint wishes to continue negotiations after it files so that additional issues may be removed before the Bridgewater-Canistota and Vivian responses are due.

Thank you for your assistance on this matter.

*Sheryl Cronenwett*  
*Sprint Nextel Interconnection Services*  
*Voice: 913-762-4288*  
*Fax: 913-762-0117*  
*sheryl.m.cronenwett@sprint.com*

<<IUBorder 3.24.06.pdf>> <<South Dakota RLEC's Proposed ICA - Sprint's edits 4-4-061.doc>> <<GoldenWestlist (2).doc>>