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August 1, 2006

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**VIA EMAIL TO PUcDOCKETFILINGS@STATE.SD.US
AND FEDERAL EXPRESS OVERNIGHT DELIVERY**

Ms. Patricia Van Gerpen
South Dakota Public Utilities Commission
Capitol Building, 1st Floor
500 East Capitol Avenue
Pierre, SD 57501-5070

RE: Petitions for Arbitration

Dear Ms. Van Gerpen:

Enclosed for filing, please find an original and ten copies of the following documents filed on behalf of the Golden West Companies:

1. Motion to Dismiss Certain Issues Raised by Western Wireless and accompanying exhibits

Exhibit A: Affidavit of Dennis Law
Exhibit B: Affidavit of Dan Davis
Exhibit C: Affidavit of George Strandell
Exhibit D: Western Wireless Discovery Responses dated June 30, 2006
2. Memorandum in Support of Motion to Dismiss Certain Issues Raised by Western Wireless
3. Motion and Memorandum in Support Thereof Seeking Admission Order Admitting Evidence from CT05-001 Proceeding
4. Certificate of Service

As indicated above, these documents have been sent to you via electronic mail in PDF form as well as by Federal Express Overnight Delivery. If you have any questions or concerns regarding these documents, please do not hesitate to contact me.

Best regards.

Sincerely,

CUTLER & DONAHOE, LLP

A handwritten signature in cursive script that reads "Meredith A. Moore".

Meredith A. Moore

For the Firm

MAM/jlh

Enclosures/Attachments

cc: Mr. Talbot Wieczorek
Mr. Stephen Rowell
Mr. Rich Coit
Mr. Paul Schudel
Mr. Jim Overcash
Ms. Rolayne Wiest
Ms. Sara Greff
Mr. Denny Law

**STATE OF SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

In the Matter of the Petitions of Armour Independent Telephone Company,)	
Bridgewater-Canistota Telephone Company,	)	Docket Nos.
Golden West Telecommunications Cooperative, Inc.,)	
Kadoka Telephone Company,	)	TC06-036
Sioux Valley Telephone Company,	)	TC06-037
Union Telephone Company, and	)	TC06-038
Vivian Telephone Company (collectively the	)	TC06-039
“Golden West Companies”) for Arbitration	)	TC06-040
Pursuant to the Telecommunications Act of	)	TC06-041
1996 to Resolve Issues Relating to	)	TC06-042
Interconnection Agreements with WWC)	
License L.L.C. (“Western Wireless”).)	

MOTION TO DISMISS CERTAIN ISSUES RAISED BY WESTERN WIRELESS

Armour Independent Telephone Co., Bridgewater-Canistota Independent Telephone Co., Golden West Telecommunications Cooperative, Inc., Kadoka Telephone Co., Sioux Valley Telephone Company, Union Telephone Company and Vivian Telephone Company (the “Golden West Companies”) pursuant to SDCL § 15-6-7(b) hereby submit this Motion to Dismiss Certain Issues Raised by Western Wireless (the “Motion”) and move the South Dakota Public Utilities Commission (“Commission”) for an Order dismissing certain issues identified below that were raised for the first time by WWC License L.L.C. (“WWC”) in its response to the arbitration petitions (the “Response”) filed on May 30, 2006.

In support of this Motion, the Golden West Companies state as follows:

1. The Golden West Companies are each incumbent local exchange carriers engaged in the provision of telephone exchange service in portions of the State of South Dakota pursuant to Certificates of Public Convenience and Necessity granted by the Commission. WWC is a commercial mobile radio service (“CMRS”) provider serving South Dakota.

2. On May 3, 2006, each of the Golden West Companies filed petitions for arbitration (the “Petitions”) before the Commission to arbitrate certain unresolved terms and conditions of proposed interconnection agreements between each of the Golden West Companies and WWC. The prior interconnection agreement was terminated by WWC as of December 31, 2005, and thereafter the parties had been negotiating certain issues in connection with new interconnection agreements pursuant to the process set forth in 47 U.S.C. § 252.

3. On May 30, 2006, WWC filed the Response. On June 5, 2006, the Commission entered its Order consolidating the Petitions, and on June 9, 2006, the Commission entered its further Order setting a procedural schedule and hearing.

4. In the Response, WWC introduced for the first time new “sub-issues” in connection with the issues set forth in the Petitions, raised twelve additional issues not raised in the Petitions and attached a draft interconnection agreement to such Response. Included among such sub-issues and new issues were the following issues that had not been the subject of negotiations between the parties:

New Sub-issue to Issue 1: Western Wireless’ proposal to bill a reciprocal compensation rate based on its own forward-looking rates.

New Sub-issue to Issue 2: Western Wireless’ request that the interconnection agreement provide that Western Wireless be paid compensation for the termination of interMTA traffic originated by Petitioners.

Issue 6: What is the appropriate term of the Interconnection Agreement?

Issue 13: Is Alltel entitled to a tandem compensation rate on all calls that pass through its mobile switching center?

Issue 14: Whether the Petitioners must allow resale of retail services?

Issue 15: Whether Petitioners should allow Alltel to connect to any selective routers of Petitioner for the purpose of implementation of E911?

In addition, at no time during the negotiations did WWC ever submit to the Golden West Companies a form of interconnection agreement as a counter proposal or an alternative to the form of interconnection agreement attached to the Petitions. The first instance at which WWC proposed such a form of interconnection agreement was as Exhibit 1 to the Response.

5. Section 252 of the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. § 151 *et seq.*) (the “1996 Act”) requires that a party may petition to “arbitrate any *open* issues.” (emphasis added) 47 U.S.C. § 252(b)(1). If an issue regarding an interconnection agreement is not raised during negotiations, then such issue is not, by definition, an “open issue”, cannot be included in the arbitration proceeding and must be dismissed. Neither the new sub-issues to issues 1 and 2, nor issues 6, 13, 14 and 15 and the interconnection agreement, Exhibit 1 to the Response, were or are open issues and thus, are not properly presented to the Commission in these proceedings.

6. In support of this Motion, the Golden West Companies contemporaneously file a Memorandum in Support of the Motion.

WHEREFORE, the Golden West Companies respectfully request that the Commission grant this Motion and dismiss the Sub-issues to Issues 1 and 2 as described above, Issues 6, 13, 14 and 15 and the interconnection agreement attached to the Response as Exhibit 1 for the reason that each is not an open issue that may be properly submitted for consideration by the Commission pursuant to 47 U.S.C. § 252(b), and to take such other and further actions as it deems necessary and appropriate in the premises.

Dated this 1st day of August, 2006.

Respectfully submitted,
THE GOLDEN WEST COMPANIES

By: Meredith A. Moore

Ryan J. Taylor
Meredith A. Moore
Cutler & Donahoe, LLP
100 North Phillips Avenue 9th Floor
Sioux Falls, SD 57104
Tel. 605-335-4950
Fax 605-335-4961

and

Paul M. Schudel, NE Bar #13723
James A. Overcash, NE Bar #18627
WOODS & AITKEN LLP
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Lincoln, Nebraska 68508
(402) 437-8500
(402) 437-8558
Their Attorneys

EXHIBIT A

3. Between October 21, 2005 and May 3, 2006, I was personally involved in the negotiations between the Golden West Companies and Western Wireless. In addition to myself, Dan Davis of TELECOM Consulting Resources, Inc. and George Strandell of the Golden West Companies had contact, on behalf of the Golden West Companies with representatives of Western Wireless. Mr. Davis was consistently involved with the communications between the Golden West Companies and Western Wireless. Mr. Strandell, as the General Manager of the Golden West Companies, was aware of the status of the negotiations, but had limited direct communications with Western Wireless concerning the negotiations.

4. I have personal knowledge of all issues related to the interconnection agreement that were raised by the Golden West Companies and issues raised directly to me by Western Wireless during the negotiation process. Additionally, I participated in communications with Mr. Strandell and Mr. Davis concerning all issues that were raised by Western Wireless during the interconnection agreement negotiation.

5. The negotiations between Western Wireless and the Golden West Companies did not result in a complete interconnection agreement and on May 3, 2006, each of the Golden West Companies filed petitions for arbitration (the "Petitions") before the South Dakota Public Utility Commission to arbitrate certain unresolved terms and conditions of proposed interconnection agreements between each of the Golden West Companies and Western Wireless.

6. On May 30, 2006, Western Wireless filed a response (the "Response") to the Petitions in which Western Wireless introduced for the first time new "sub-issues" in connection with the issues set forth in the Petitions, raised twelve issues not raised in the Petitions filed by the Golden West Companies, and attached a draft interconnection agreement to such Response.

7. I have reviewed the Response filed by Western Wireless and the following issues were not raised by Western Wireless to me during the negotiation process and were not reported to me by any other Golden West Companies representative as being raised by Western Wireless during the negotiation process and therefore are not open issues for the purpose of these arbitration proceedings:

- New Sub-issue to Issue 1: Western Wireless' proposal to bill a reciprocal compensation rate based on its own forward-looking rates.
- New Sub-issue to Issue 2: Western Wireless' request that the interconnection agreement provide that Western Wireless be paid compensation for the termination of interMTA traffic originated by Petitioners.
- Issue 6: What is the appropriate term of the Interconnection Agreement?
- Issue 13: Is Alltel entitled to a tandem compensation rate on all calls that pass through its mobile switching center?
- Issue 14 Whether the Petitioners must allow resale of retail services?
- Issue 15 Whether Petitioners should allow Alltel to connect to any selective routers of Petitioner for the purpose of implementation of E911?

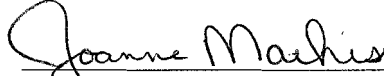
8. Further, I have reviewed the draft interconnection agreement attached as Exhibit 1 to the Response filed by Western Wireless. This draft interconnection agreement was never provided to me or any of the Golden West Companies' representative during the negotiation process and therefore the terms of such draft interconnection agreement do not constitute open issues for the purpose of these arbitration proceedings except as otherwise presented by Western Wireless during the course of the negotiations.

Dated this 31st day of July, 2006.



Dennis Law

Subscribed and sworn to me this 31 day of July, 2006.



Joanne Mathis
Notary Public



My Commission Expires October 18, 2010

EXHIBIT B

STATE OF SOUTH DAKOTA

PUBLIC UTILITIES COMMISSION

In the Matter of the Petitions of Armour)	
Independent Telephone Company,)	
Bridgewater-Canistota Telephone Company,	)	Docket Nos.
Golden West Telecommunications)	
Cooperative, Inc., Kadoka Telephone	)	TC06-036
Company, Sioux Valley Telephone	)	TC06-037
Company, Union Telephone Company, and	)	TC06-038
Vivian Telephone Company (collectively the	)	TC06-039
“Golden West Companies”) for Arbitration	)	TC06-040
Pursuant to the Telecommunications Act of	)	TC06-041
1996 to Resolve Issues Relating to	)	TC06-042
Interconnection Agreements with WWC)	
License L.L.C. (“Western Wireless”).)	

**AFFIDAVIT OF DAN DAVIS IN SUPPORT OF GOLDEN WEST COMPANIES’
MOTION TO DISMISS CERTAIN ISSUES RAISED BY WESTERN WIRELESS**

STATE OF NEBRASKA)
 :SS
COUNTY OF LANCASTER)

1. I am of legal age and competent to give this affidavit and have personal knowledge of the following.

2. I am employed by TELEC Consulting Resources, Inc. as a consultant. One of my duties is to assist telecommunications clients with the negotiation of interconnection agreements. TELEC Consulting Resources, Inc. was retained by the Golden West Companies to assist the Golden West Companies in negotiations of the terms and conditions of interconnection agreements between the Golden West Companies and WWC License L.L.C. (“Western Wireless”). I reported to Dennis Law of the Golden West Companies regarding communications I had with Western Wireless’ representatives. The negotiation process commenced following receipt of letters, dated October 21, 2005, which were sent by Western Wireless to all Golden

West Companies terminating the existing interconnection agreements effective December 31, 2005, and requesting negotiations for an interconnection agreement with Western Wireless.

3. Between October 21, 2005 and May 3, 2006, I was personally involved in the negotiations between the Golden West Companies and Western Wireless. During this process I maintained contact with Mr. Law and reported the issues raised by each party and the status of the negotiations.

4. I have personal knowledge of all issues related to the interconnection agreement that I presented on behalf of the Golden West Companies or were raised to me by Western Wireless during the negotiation process.

5. The negotiations between Western Wireless and the Golden West Companies did not result in a complete interconnection agreement and on May 3, 2006, each of the Golden West Companies filed petitions for arbitration (the "Petitions") before the South Dakota Public Utility Commission to arbitrate certain unresolved terms and conditions of proposed interconnection agreements between each of the Golden West Companies and Western Wireless.

6. On May 30, 2006, Western Wireless filed a response (the "Response") to the Petitions in which Western Wireless introduced for the first time new "sub-issues" in connection with the issues set forth in the Petitions, raised twelve issues not raised in the Petitions filed by the Golden West Companies, and attached a draft interconnection agreement to such Response.


7. I have reviewed the Response filed by Western Wireless and the following issues were not raised by Western Wireless to me during the negotiation process and therefore are not open issues for the purpose of these arbitration proceedings:

- New Sub-issue to Issue 1: Western Wireless' proposal to bill a reciprocal compensation rate based on its own forward-looking rates.

- New Sub-issue to Issue 2: Western Wireless' request that the interconnection agreement provide that Western Wireless be paid compensation for the termination of interMTA traffic originated by Petitioners.
- Issue 6: What is the appropriate term of the Interconnection Agreement?
- Issue 13: Is Alltel entitled to a tandem compensation rate on all calls that pass through its mobile switching center?
- Issue 14 Whether the Petitioners must allow resale of retail services?
- Issue 15 Whether Petitioners should allow Alltel to connect to any selective routers of Petitioner for the purpose of implementation of E911?

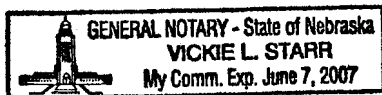
8. Further, I have reviewed the draft interconnection agreement attached as Exhibit 1 to the Response filed by Western Wireless. This draft interconnection agreement was never provided to me or any of the Golden West Companies' representative during the negotiation process and therefore the terms of such draft interconnection agreement do not constitute open issues for the purpose of these arbitration proceedings except as otherwise presented by Western Wireless during the course of the negotiations.


Dated this 31st day of July, 2006.



 Dan Davis

Subscribed and sworn to me this 31st day of July, 2006.





 Notary Public

EXHIBIT C

existing interconnection agreements effective December 31, 2005, and requesting negotiations for interconnection agreements with Western Wireless.

4. Between October 21, 2005 and May 3, 2006, I have been involved with the negotiations primarily in a supervisory role in my capacity as General Manager and had limited communications regarding the negotiations with personnel representing Western Wireless. I have personal knowledge of all issues related to the interconnection agreement that were raised by the Golden West Companies and issues raised directly to me by Western Wireless during the negotiation process.

5. The negotiations between Western Wireless and the Golden West Companies did not result in a complete interconnection agreement and on May 3, 2006, each of the Golden West Companies filed petitions for arbitration (the "Petitions") before the South Dakota Public Utility Commission to arbitrate certain unresolved terms and conditions of proposed interconnection agreements between each of the Golden West Companies and Western Wireless.

6. On May 30, 2006, Western Wireless filed a response (the "Response") to the Petitions in which Western Wireless introduced for the first time new "sub-issues" in connection with the issues set forth in the Petitions, raised twelve issues not raised in the Petitions filed by the Golden West Companies, and attached a draft interconnection agreement to such Response.

7. I have reviewed the Response filed by Western Wireless and the following issues were not raised by Western Wireless to me during the negotiation process and were not reported to me by any other Golden West Companies representative as being raised by Western Wireless during the negotiation process and therefore are not open issues for the purpose of these arbitration proceedings:

- New Sub-issue to Issue 1: Western Wireless' proposal to bill a reciprocal compensation rate based on its own forward-looking rates.

- New Sub-issue to Issue 2: Western Wireless' request that the interconnection agreement provide that Western Wireless be paid compensation for the termination of interMTA traffic originated by Petitioners.
- Issue 6: What is the appropriate term of the Interconnection Agreement?
- Issue 13: Is Alltel entitled to a tandem compensation rate on all calls that pass through its mobile switching center?
- Issue 14 Whether the Petitioners must allow resale of retail services?
- Issue 15 Whether Petitioners should allow Alltel to connect to any selective routers of Petitioner for the purpose of implementation of E911?

8. Further, I have reviewed the draft interconnection agreement attached as Exhibit 1 to the Response filed by Western Wireless. This draft interconnection agreement was never provided to me or any of the Golden West Companies' representative during the negotiation process and therefore the terms of such draft interconnection agreement do not constitute open issues for the purpose of these arbitration proceedings except as otherwise presented by Western Wireless during the course of the negotiations.

Dated this 31st day of July, 2006.

George Strandell
George Strandell

Subscribed and sworn to me this 31st day of July, 2006.

Jami L. Kitterman
Notary Public

my Commission Expires: May 16, 2008

EXHIBIT D

STATE OF SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

In the Matter of the Petitions of Armour)	
Independent Telephone Company,)	
Bridgewater-Canistota Telephone Company,	)	Docket Nos.
Golden West Telecommunications)	
Cooperative, Inc., Kadoka Telephone	)	TC06-036
Company, Sioux Valley Telephone Company,	)	TC06-037
Union Telephone Company, and Vivian	)	TC06-038
Telephone Company (collectively the "Golden	)	TC06-039
West Companies") for Arbitration Pursuant to	)	TC06-040
the Telecommunications Act of 1996 to	)	TC06-041
Resolve Issues Relating to Interconnection	)	TC06-042
Agreements with WWC License L.L.C.)	
("Western Wireless").)	

WWC License, LLC, by and through its undersigned attorney, Talbot J. Wieczorek of Gunderson, Palmer, Goodsell, & Nelson, LLP, Rapid City, South Dakota, hereby responds to the Golden West Companies' First Set of Interrogatories, Requests for Admission, and Requests for Production made by respondents.

General Objection. To the extent the interrogatories call for a basis or foundation, legal analysis or legal authority, the interrogatories are objected to as calling for a legal conclusion. In interrogatories where such questions or requests were made and answers were provided, the answers are not intended to be complete legal analysis or determination of all legal rights.

INTERROGATORY 1: Identify all "communications between the parties with respect to an interconnection agreement between these companies and Alltel" as alleged in paragraph 1 of the Response 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.). Such communications shall include those made during March 2006 as alleged in paragraph 6 of the Response. You may provide a copy or copies of a communication in lieu of providing the foregoing requested description if such communication was written.

Answer: March 9, 2006: Conversation with Denny Law in Pierre regarding interest in talking to Golden West principals to negotiate terms of a new agreement.

March 20, 2006: Conversation with Dan Davis re Davis's representation of Golden West's interest and lack of decision making authority with respect to material issues.

April 17, 2006: Conversation with George Strandell regarding Alltel's offer for resolution of key issues and the lack of a response from Golden West.

Also, on March 20th and March 22nd, 2006, emails were exchanged with Dan Davis. On April 28, 2006, Dan Davis sent cost information regarding the Petitioners.

INTERROGATORY 2: Identify all facts, and all legal authorities that Western Wireless relies upon to support your allegations set forth in footnote 1 of the Response.

Answer: Objection, this interrogatory calls for conclusions of law and legal analysis. Without waiving said objection, WWC answers as follow: There had been no request for interim compensation and no arrangement to provide interim compensation. 47 C.F.R. § 51.715 addresses interim compensation arrangements as does the T-Mobile Order. Federal court cases have limited a state commission's ability to provide for compensation arrangements beyond the scope established by FCC rules. See also paragraphs 11 and 25 of the Response.

INTERROGATORY 3: In paragraph 6 of the Response, Western Wireless states: "Alltel made several requests to the Petitioners to engage in direct negotiations . . ." Identify all such requests including the date of such request, the name(s) of the representative of Western Wireless making such request, the name(s) of the representative of the Golden West Companies to which such request was made, the substance of the request and the form of the request (e.g. telephone call, email, written correspondence, etc.). You may provide a copy or copies of the request in lieu of providing the foregoing requested description if such request was written.

Answer: See response to Interrogatory 1. Mr. Law stated that Golden West was interested in trying to resolve this matter through negotiation. Mr. Strandell expressed surprise that Alltel had not received a counteroffer on various terms to try to resolve this matter.

INTERROGATORY 4: Identify Western Wireless' "proposals and positions on certain key interconnection issues" to which the Golden West Companies allegedly did not respond as claimed in paragraph 6 of the Response. You may provide a copy or copies of the proposals in lieu of providing the foregoing requested description if such proposal was written.

Answer: Conversation with Dan Davis, emails to Dan Davis dated March 20 and March 22, 2006, noted as a confidential negotiation document.

INTERROGATORY 5: Identify all facts and documents that Western Wireless claims support the following allegation in paragraph 7 of the Response: "A separate and specific agreement may not be warranted because the Golden West Companies are largely operated as a single telecommunications network with little or no unique physical interconnect circumstances."

Answer: The Golden West Companies appear to operate and present themselves as a single telecommunications service entity. The following observations have been made as to the Golden West Companies' profile: A common web site, integrated marketing, branding, management, customer service, switching and common transport. Also, in testimony in another matter, Mr. Law has testified that a number of these companies do not have any employees. The only employees are employees of Golden West. Further, the Golden West Companies have submitted consolidated costs to the Commission in previous proceedings.

INTERROGATORY 6: State each and every reason why Western Wireless did not provide the proposed interconnection agreement, a copy of which is attached to the Response as Exhibit 1, to the Golden West Companies during the time frame from October 21, 2005 (the date of Western Wireless' bona fide requests for negotiations as stated in paragraph 6 of the Response) until the date of filing of the Response on May 30, 2006.

Answer: Alltel believed that the nature of the issues and the opportunities to resolve issues would be best served by a creative problem solving approach than an approach constrained by some existing 'template' solution. Given the most material issues between the parties appeared to be rates, dates, factors, and routing obligations Alltel expected the context of a creative and open dialogue with the principals of Golden West would be a useful predecessor to committing the party's areas of agreement or difference to a draft agreement.

INTERROGATORY 7: In paragraph 9 of the Response, Western Wireless alleges “. . . this arbitration is premature and the identification of issues for arbitration may be incomplete or poorly defined.” Identify any request made by Western Wireless to the Golden West Companies for extension of the date by which a petition for arbitration of this matter was required to be filed with this Commission pursuant to 47 U.S.C § 252(b) and identify on an issue by issue basis any communication by Western Wireless to the Golden West Companies in which the “Additional Unresolved Issues” set forth in the Response were raised with the Golden West Companies.

Answer: Alltel made no such request as Alltel was anticipating and was led to believe that Golden West was preparing a counteroffer to Alltel's proposal on key issues.

INTERROGATORY 8: Identify each and every fact that Western Wireless contends to support your allegation in paragraph 11 of the Response “that the compensation between the parties should be bill and keep. . .”

Answer: There is no evidence of an imbalance of traffic between the Parties' networks. Golden West has failed to produce a FLEC consistent with FCC rules. Golden West exchanges ISP and 251(b) (5) traffic with other carriers on a bill and keep basis.

INTERROGATORY 9: State each and every respect in which Western Wireless contends that “Petitioners' proposed reciprocal compensation rates are not appropriate and not compliant with applicable law” as set forth in paragraph 11 of the Response.

Answer: Objection. This interrogatory calls for a legal conclusion. Without waiving said objection, WWC answers as follows: Based on review to date, Petitioners' proposed rates include non-usage sensitive network elements and cost allocations for switching and transport do not properly assign usage sensitive costs to cost causers. WWC continues to evaluate Petitioners' cost model, inputs, and outputs and will provide more detailed assessment of Petitioners' failure to meet applicable law.

INTERROGATORY 10: In paragraph 11 of the Response, Western Wireless states that its position "is that the compensation between the parties should be bill and keep." Provide all facts and identify all legal authorities that Western Wireless relies upon to support the foregoing allegation that a bill and keep arrangement exists or should exist between the parties and that the Golden West Companies are not entitled to interim compensation for Western Wireless' termination of traffic on the Golden West Companies' networks from and after December 31, 2005.

Answer: Objection, this interrogatory calls for conclusions of law and legal analysis by requesting the legal authorities relied upon. Without waiving said objection, WWC answers as follow: The prior agreement between the parties was terminated effective December 31, 2005. Effective January 1, 2006, the parties were exchanging traffic in the absence of an interconnection agreement, and in the absence of an interim arrangement under 47 CFR s 51.715. Pursuant to the T-Mobile Order, in such a situation "no compensation is owed for termination." FCC 05-42, fn. 57. Under Rule 51.715, an interim arrangement must be formed by agreement of the parties. With respect to future compensation, bill and keep is consistent with the fact that ISP traffic originates on Petitioners' network and terminates to another carrier network and compensation is not paid to the other carrier network.

INTERROGATORY 11: Identify by month the total intraMTA MOU originated on each of the Golden West Companies' networks and terminated on Western Wireless' network from January 1, 2006 through May 31, 2006.

Answer: Alltel does not gather this information in its regular course of business.

INTERROGATORY 12: Identify by month the total interMTA MOU originated on each of the Golden West Companies' networks and terminated on Western Wireless' network from January 1, 2006 through May 31, 2006.

Answer: Alltel does not gather this information in its regular course of business.

INTERROGATORY 13: State the ratio of MOU terminated from Western Wireless' network to each of the Golden West Companies' networks to MOU terminated from each of the Golden West Companies' networks to Western Wireless' network as of January 1, 2006, and if Western Wireless contends that such ratio differs from the ratio specified in the Interconnection

Agreement between such Golden West Company and Western Wireless that terminated effective December 31, 2005, identify any such differing ratios and the period(s) following December 31, 2005 during which Western Wireless contends such ratios existed.

Answer: Alltel does not gather this information in its regular course of business. The traffic ratios contained in the prior agreement between the Parties were negotiated traffic exchange ratios and therefore did not necessarily reflect the actual balance of traffic exchanged between the Parties.

INTERROGATORY 14: State whether Western Wireless has or will conduct a forward looking economic cost study for the purpose of establishing asymmetrical rates for transport and termination of traffic terminated to Western Wireless' network from the Golden West Companies' networks, and if so, identify the rate(s) proposed by Western Wireless.

Answer: Alltel has not yet made a determination of whether it will propose its own forward looking economic cost study.

INTERROGATORY 15: Identify with specificity any and all "flaws" in the "interMTA study that utilized limited October 2005 traffic data" as alleged in paragraph 18 of the Response, and identify when and how these "flaws" were "acknowledged".

Answer: This information has already been provided to Golden West Companies as part of Docket CT05-001. In addition, Golden West Companies' experts have admitted that the SS7 analysis would count as interMTA, some intraMTA calls, would count numbers ported from WWC to other carriers as WWC calls, and acknowledged other flaws in the study.

INTERROGATORY 16: Identify any terminating access tariff or any other publicly available price or rate list that sets forth rates or charges that Western Wireless claims to be entitled to bill for the termination of interMTA traffic on Western Wireless' network.

Answer: As a CMRS Provider, Alltel is not authorized to file tariffs. As a result, Alltel believes rates should be symmetric with rates adopted by an incumbent local exchange carrier. To the extent an incumbent local exchange carrier has a valid and appropriate rate, that rate should be available to a competitive carrier.

INTERROGATORY 17: State the basis for Western Wireless' contention in paragraph 18 of the Response that "Petitioners should be required to compensate Alltel with respect to their originated interMTA traffic . . ."

Answer: To the extent that Petitioners deliver interMTA traffic to Alltel's network, Alltel is entitled to be compensated for terminating that traffic at the applicable interMTA rate.

INTERROGATORY 18: State the basis for Western Wireless' claim in paragraph 18 of the Response that it is entitled "to utilize Petitioners' interMTA traffic rate."

Answer: See response to Interrogatory 16.

INTERROGATORY 19: State the basis for Western Wireless' claim in paragraph 19 of the Response that the Golden West Companies' intrastate access tariff rates are not appropriate for rating of interMTA traffic terminated to the Golden West Companies' networks, including but not limited to any rate elements included in such tariff rates that Western Wireless claims to be inapplicable to interMTA traffic terminated to the Golden West Companies' networks.

Answer: Golden West Companies' intrastate access tariff does not on its terms apply to interMTA traffic to be delivered by Alltel under the Parties' interconnection agreement. In addition, Alltel does not provide long distance service as an intrastate long distance carrier; it only provides long distance service as a federally-regulated long distance carrier. To the extent it must purchase access to an ILEC network to complete a long distance call, it does so as a federally regulated carrier subject to applicable tariffs approved by the FCC.

INTERROGATORY 20: State the basis for Western Wireless' contention in paragraph 19 of the Response that "Alltel is entitled to be compensated for the termination of any interMTA traffic that is delivered by the Petitioners and the same rate assessed by Golden West is appropriate."

Answer: See response to Interrogatory 16 and 17. Also, to the extent Golden West is delivering interMTA traffic to Alltel's network and to the extent a separate interMTA rate is provided for in the agreement, Alltel is entitled to compensation at that rate.

INTERROGATORY 21: Identify any and all facts, legal authority or other requirement that preclude or otherwise limit Western Wireless' ability to collect access charges from IXCs on traffic terminated on Western Wireless' network.

Answer: Objection. This interrogatory is irrelevant and not likely to lead to admissible evidence. Further, the interrogatory calls for legal conclusions.

INTERROGATORY 22: Western Wireless filed comments with the Federal Communications Commission ("FCC") in WT Docket No. 01-316 urging the FCC to declare that IXCs must compensate CMRS carriers for the cost of terminating IXC traffic. The FCC has indicated that IXCs and CMRS providers should conduct good faith negotiations for the exchange of such traffic. Has Western Wireless conducted negotiations with IXCs concerning compensation for traffic terminated by an IXC on Western Wireless' network? If so, please identify the IXC(s) with which Western Wireless has negotiated and the access rates proposed by Western Wireless in each such negotiation.

Answer: Objection. This interrogatory is irrelevant and not likely to lead to admissible evidence. Further, the interrogatory calls for legal conclusions.

INTERROGATORY 23: In paragraph 20 of the Response, Western Wireless proposes a “net billing approach” or a “factor billing method”. Identify all technical reasons why Western Wireless cannot measure local traffic MOU terminated to Western Wireless’ network.

Answer: Alltel does not maintain a Carrier Access Billing System.

INTERROGATORY 24: State the basis for Western Wireless’ contentions in paragraph 23 of the Response.

Answer: Golden West representative Davis indicated that Golden West does not believe it is bound by the scope of traffic ruling in the ‘Atlas’ case. Moreover, it appears the Golden West Companies have billed the traffic in this fashion in the past.

INTERROGATORY 25: Identify all facts that Western Wireless claims to support your “belief” that “the effective date should be the date of final commission approval of the arbitrated agreement” as stated in paragraph 26 of the Response.

Answer: Objection. This interrogatory is objected to as it calls for a legal conclusion. Without waiving said objection, WWC answers as follows: No request for payment and no request for interim arrangement had been made at the time of the filing of the petition. See also response to interrogatory 16.

INTERROGATORY 26: State the basis for Western Wireless’ contention in paragraph 26 of the Response that “because a timely request for interim compensation was not made and no interim compensation provided, there is no basis to adopt a final rate and apply it retroactively.”

Answer: See response to Interrogatory 10 and 25.

INTERROGATORY 27: State the basis for Western Wireless’ contention in paragraph 30 of the Response that “[a]n ILEC is required to price interconnection facilities for CMRS providers at the lowest rates that are economically reasonable.”

Answer: Objection. This interrogatory is objected to as it calls for a legal conclusion. Without waiving said objection, WWC answers as follows: See 47 C.F.R. 20.11 and other FCC rules.

INTERROGATORY 28: With regard to pricing of interconnection facilities, in paragraph 30 of the Response, Western Wireless asserts that rates for interconnection facilities “should be based on the forward looking cost of the facilities.” Please state any and all facts and identify all legal authorities that Western Wireless alleges support the foregoing statement.

Answer: Objection. This interrogatory is objected to as it calls for a legal conclusion. Without waiving said objection, WWC answers as follows: The pricing of interconnection facilities is prescribed in 47 C.F.R. 51.701 et.seq.

INTERROGATORY 29: State what you believe are or how you define the term “interconnection facilities” as that term is used by Western Wireless in paragraph 30 of the Response and state whether such term includes facilities on Western Wireless’ side of any point of interconnection.

Answer: Interconnection facilities means the facilities or combination of facilities, circuits, service arrangements, trunks and trunk groups used to deliver reciprocal compensation traffic between the Golden West Companies’ network and Alltel’s network.

INTERROGATORY 30: With regard to pricing of interconnection facilities, in paragraph 32 of the Response, Western Wireless asserts that “the recurring and non-recurring costs of any direct facilities between the parties must be shared on pro rata basis consistent with the ratio of terminating traffic between the parties.” Please state any and all facts and identify all legal authorities that Western Wireless alleges support the foregoing statement.

Answer: Objection. This interrogatory is objected to as it calls for a legal conclusion. Without waiving said objection, WWC answers as follows: 47 C.F.R. 51.505(e) requires “An incumbent LEC must prove to the state commission that the rates for each element it offers do not exceed the forward-looking economic cost per unit of providing the element, using a cost study that complies with the methodology set forth in this section and 51.511.”

INTERROGATORY 31: State the basis for and identify all documents relevant to Western Wireless’ claim in paragraph 33 of the Response that dialing parity means that a customer cannot be charged “additional charges for calls to Alltel telephone numbers . . .”

Answer: This interrogatory is objected to as it calls for a legal conclusion. Without waiving said objection, WWC answers as follows: 47 C.F.R. 51.205: “Dialing parity: General. A local exchange carrier (LEC) shall provide local and toll dialing parity to competing providers of telephone exchange service, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.”

47 C.F.R. 51.207: “Local dialing parity. A LEC shall permit telephone exchange service customers within a local calling area to dial the same number of digits to make a local telephone call notwithstanding the identity of the customer’s or the called party’s telecommunications service provider”.

INTERROGATORY 32: Identify the reciprocal compensation rates provided in negotiated or arbitrated interconnection agreements currently in effect between Western Wireless and any ILEC in South Dakota. You may provide a copy or copies of such interconnection agreements in lieu of responding to this Interrogatory.

Answer: These agreements are on file with the Commission and reflect the following range of rates: \$.0000 to \$.029 per minute of use. See also WWC and SDRTC Settlement Agreement dated March 1, 2003, attached.

INTERROGATORY 33: In paragraph 35 of the Response, Western Wireless alleges that “[i]t is inefficient and impractical for Alltel to establish direct connections to all Golden West Company exchanges.” Specifically identify the levels of traffic below which Western Wireless finds it inefficient to establish direct interconnections with the networks of the Golden West Companies.

Answer: The levels of traffic where it becomes economically efficient for Alltel to establish a direct interconnection vary depending on the availability and characteristics of third party or indirect routing options compared to availability and characteristics of direct routing options. In general a cost comparison is made based on traffic volumes, direct interconnection facility and backhaul costs, and any cost sharing arrangements applicable to those facilities.

INTERROGATORY 34: Describe in detail all business criteria or other factors that Western Wireless considers in determining whether to request direct interconnection with a rural ILEC’s network or indirect interconnection with a rural ILEC’s network via a third party access tandem provider, and the use made of such factors in connection with Western Wireless’ determination of the type of interconnection to be requested.

Answer: Alltel’s business criteria for the use of direct or indirect interconnection is based on economic considerations which are influenced by those factors identified in the answer to Interrogatory 33 and the ease at which interconnection alternatives can be implemented.

INTERROGATORY 35: Identify any legal authorities that you contend support Western Wireless’ ability to establish an interconnection arrangement that dictates the rating of calls originated by the Golden West Companies’ subscribers as local exchange or intrastate interexchange calls.

Answer: This interrogatory is objected to as it calls for a legal conclusion.

INTERROGATORY 36: Identify any communication from Western Wireless to the Golden West Companies or any representative of such Companies in which the subject matter of Issue 13 was in any manner addressed prior to the filing of the Response.

Answer: Not specifically discussed as a separate rate issue since a tandem pricing rate differential is contingent upon the rate structure agreed to by the parties. It had been Alltel’s determination that this issue would be raised, if necessary, after receiving the proposed offer from Golden West Companies that George Strandell and Dennis Law informed Ron Williams would be forthcoming.

INTERROGATORY 37: For each of the Requests for Admission set forth below that you do not admit without qualification, describe the factual basis for your denial, the basis for your belief that the requested admission is not true, and your contentions as to the matter you have denied.

Answer: RFA 10: Alltel has no evidence that traffic exchanged between the Parties is not in balance.

RFA 13: Golden West Companies utilize some of their switching equipment to provide trunk to trunk switching of telecommunications traffic including switching between other central offices and/or carrier networks.

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION 1: Produce a copy of any cost study, prepared by or on behalf of Western Wireless that you intend to use in connection with your evaluation or recomputation of any of the Golden West Companies' reciprocal compensation rates.

Answer: Such study, evaluation, and/or recomputation will be provided when completed.

REQUEST FOR PRODUCTION 2: Produce all documentation, including workpapers, notes, purchase contracts, planning documents, and the like, used or referred to by Western Wireless or your consultants in determining all inputs to any cost model relied on by Western Wireless in your evaluation or re-computation of the reciprocal compensation rates proposed by the Golden West Companies.

Answer: Alltel has not completed a review of Golden West Companies' cost model.

REQUEST FOR PRODUCTION 3: Produce all records that reflect traffic MOU originated by Western Wireless customers that terminate to the Golden West Companies' networks by exchange and by month from January 1, 2006 through May 31, 2006, and thereafter as such records become available.

Answer: Alltel does not compile originating traffic records in a fashion that would enable it to provide this data. The Golden West Companies should have such records in their possession since they are the terminating carrier and have billed Alltel based on those records in the past.

REQUEST FOR PRODUCTION 4: Produce maps or other documentation showing with specificity the physical location of each Western Wireless mobile switching center located in South Dakota and each Western Wireless cell site located within the serving areas of the Golden West Companies, and illustrate the location of such cell sites in relationship to MTA boundaries.

Answer: See attached Network configuration document and cell site location spreadsheet.

REQUEST FOR PRODUCTION 5: Produce each tandem transiting agreement currently in effect between Western Wireless and any third party relating to the operation of Western Wireless' network in South Dakota.

Answer: See Qwest Agreement on file with SDPUC (TC 00-145).

REQUEST FOR PRODUCTION 6: Produce any forward-looking economic cost study prepared by or for Western Wireless during the past three (3) years to establish a reciprocal compensation rate for the transport and termination of traffic on Western Wireless' network.

Answer: None completed. In the event that Alltel introduces a claim for asymmetric reciprocal compensation, Alltel will provide a supporting cost study.

REQUEST FOR PRODUCTION 7: Produce all documentation, including work papers, notes, purchase contracts, planning documents, and the like, used or referred to in determining all inputs to any cost model or cost study relied on by Western Wireless in this proceeding.

Answer: See answer to Request for Production 6.

REQUEST FOR PRODUCTION 8: Produce copies of any prefiled testimony submitted in any arbitration or litigation since January 1, 2002 involving a Western Wireless request to an ILEC pursuant to 47 U.S.C. § 251(a) or (b) of Ron Williams or any other person that Western Wireless intends to have testify in the above-referenced dockets,.

Answer: See attached Prefiled Testimony from TC02-176, filed in South Dakota. (Provided in hard copy)

Prefiled Testimony of Ron Williams 01/14/03

Rebuttal of Ron Williams

Surrebuttal of Ron Williams

Prefiled Rebuttal Testimony of Brian F. Pitkin 02/14/03

Prefiled Rebuttal Testimony of Steve Turner 02/14/03

Nebraska Testimony from docket C-2872 (provide in PDF)

Nebraska Rebuttal Testimony of Ron Williams

Nebraska Direct Testimony of Ron Williams

The testimony is confidential.

REQUEST FOR PRODUCTION 9: Produce all documentation, including workpapers, notes, purchase contracts, and the like, used or referred to by Western Wireless, your agents, employees or consultants to determine the reciprocal compensation rates enumerated in paragraph 14 of the Response.

Answer: See response to RFP 8. In Pitkin's prefiled testimony in 2002/2003 arbitration he produced the cost results referenced in the reply. It appears WWC either did not receive or retain any of his work papers. Note that the table at the end of the testimony has the rates in it but the table dropped Armour from row one so each of the rates is shifted off one row.

REQUEST FOR PRODUCTION 10: Produce all documents containing information relating to your response to Interrogatory 11 above.

Answer: Not applicable.

REQUEST FOR PRODUCTION 11: Produce all documents containing information relating to your response to Interrogatory 12 above.

Answer: Not applicable.

REQUEST FOR PRODUCTION 12: Produce all documents containing information relating to your response to Interrogatory 13 above.

Answer: Not applicable.

REQUEST FOR PRODUCTION 13: Produce copies of any and all documents (i) referenced in Western Wireless' responses to Interrogatories 1 through 37 above, or (ii) that were referred to or used in any way by Western Wireless in formulating your responses to Interrogatories 1 through 37 above that have not already been produced in response to Document Requests 1 through 13.

Answer: This request for production is objected to as it overly broad and unduly burdensome in that the terms "used in any way" cannot be readily comprehended, nor can all documents arguably used in any way be readily produced.

REQUEST FOR PRODUCTION 14: Produce all documents not previously identified in any response to any discovery request set forth herein, but known to you to contain information related to the above-referenced dockets.

Answer: Objection, this request for production is objected to as overly broad and unduly burdensome and vague. The phrase "contain information related to the above-referenced dockets" is so overly broad as to make the request unreasonable and impossible to comply with. Notwithstanding the objection, Alltel relies on the Telecommunications Act of 1996, FCC rules and orders implementing the Act, federal court decisions, and other publicly available information.

REQUESTS FOR ADMISSIONS

REQUEST FOR ADMISSION 1: Admit that at no time during the parties' negotiations up to and including May 30, 2006 regarding the terms and conditions of interconnection did Western

Wireless provide any alternative language to that set forth in the Reciprocal Interconnection, Transport and Termination Agreement attached to the Petitions filed in the above-referenced Dockets as Exhibit A.

Answer: Admitted.

REQUEST FOR ADMISSION 2: Admit that the first instance of providing to any of the Golden West Companies, or any representative thereof, the Interconnection and Reciprocal Compensation Agreement attached to the Response filed in the above-referenced Dockets as Exhibit 1 was in connection with the service of a copy of such Response on legal counsel for the Golden West Companies on May 30, 2006.

Answer: Admitted.

REQUEST FOR ADMISSION 3: Admit that at no time during the parties' negotiations regarding the terms and conditions of interconnection did Western Wireless request that the Golden West Companies extend the negotiation period provided in 47 U.S.C. § 252(b)(1).

Answer: Denied. Had Alltel known that the Golden West Companies were not going to respond to Alltel's offer to resolve key terms of an interconnection agreement and Golden West principals were not willing to negotiate, Alltel would likely have sought a negotiation extension.

REQUEST FOR ADMISSION 4: Admit that the Confidentiality and Non-Disclosure Agreement provided to Western Wireless by a representative of the Golden West Companies on April 5, 2006 was not executed by an authorized representative of Western Wireless and returned to the representative of the Golden West Companies until April 21, 2006.

Answer: Admitted.

REQUEST FOR ADMISSION 5: Admit that Exhibits 1 through 7 attached hereto are true and correct copies of the "bona fide requests for negotiation of interconnection arrangements with each of the Petitioners" referenced in paragraph 6 of the Response.

Answer: Admitted.

REQUEST FOR ADMISSION 6: Admit that the subject matter of Issue 6 as set forth in the Response was never raised by Western Wireless in the negotiations of interconnection arrangements between the parties.

Answer: Denied. It was raised.

REQUEST FOR ADMISSION 7: Admit that the subject matter of Issue 13 as set forth in the Response was never raised by Western Wireless in the negotiations of interconnection arrangements between the parties.

Answer: Denied. It was raised.

REQUEST FOR ADMISSION 8: Admit that the subject matter of Issue 14 as set forth in the Response was never raised by Western Wireless in the negotiations of interconnection arrangements between the parties.

Answer: Admitted.

REQUEST FOR ADMISSION 9: Admit that the subject matter of Issue 15 as set forth in the Response was never raised by Western Wireless in the negotiations of interconnection arrangements between the parties.

Answer: Admitted.

REQUEST FOR ADMISSION 10: Admit that the number of MOU of telecommunications traffic flowing from Western Wireless' network to each of the networks of the Golden West Companies and in the opposite direction is not roughly balanced.

Answer: Denied. As set for in the response to the interrogatories above, Alltel does not have the necessary information to make this determination.

REQUEST FOR ADMISSION 11: Admit that Western Wireless has no terminating access tariff or any other publicly available price or rate list that sets forth rates or charges that Western Wireless claims to be entitled to bill to the Golden West Companies for the termination of interMTA traffic on Western Wireless' network.

Answer: Admitted.

REQUEST FOR ADMISSION 12: Admit that Western Wireless does not seek any interconnection agreement pursuant to 47 U.S.C. 251(c)(2) in connection with the requests for negotiation attached hereto as Exhibits 1 through 7.

Answer: Denied. The requests are general and seek negotiations to establish a new interconnection agreement for transportation and termination of telecommunication traffic which includes the obligations of the incumbent local exchange carriers under 47 U.S.C. 251.

REQUEST FOR ADMISSION 13: Admit that none of the Golden West Companies offer or provide tandem interconnection.

Answer: Denied. WWC does not have information necessary to admit the above request for admission.

Dated this 30 day of June, 2006.

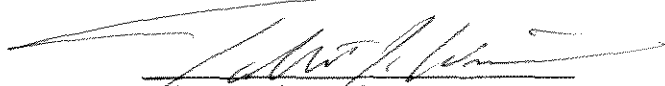
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ATTACHMENTS TO
WWC RESPONSES TO GOLDEN WEST COMPANIES'
FIRST SET OF INTERROGATORIES, REQUESTS FOR ADMISSION
AND REQUESTS FOR PRODUCTION

June 30, 2006

1. SDRTC Settlement Agreement dated March 1, 2003 (Interrogatory #32) (provided in electronic format)
2. SD Network System Configuration Document (RFP #4) (provided in electronic format)
3. Cell Site Location Spreadsheet (RFP #4) (provided in electronic format)

RFP#8:

4. Prefiled Testimony of Ron Williams 01/14/03 (hard copy provided)
 - Rebuttal of Ron Williams
 - Surrebuttal of Ron Williams
 -
5. Prefiled Rebuttal Testimony of Brian F. Pitkin 02/14/03 (hard copy provided)
6. Prefiled Rebuttal Testimony of Steve Turner 02/14/03 (hard copy provided)
7. Nebraska Testimony from Docket C-2872 (provided in PDF)
8. Nebraska Rebuttal Testimony of Ron Williams (provided in electronic format)
9. Nebraska Direct Testimony of Ron Williams (provided in electronic format)