

# **EXHIBIT A**

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

IN THE MATTER OF THE COMPLAINT )  
OF SOUTH DAKOTA NETWORK, LLC, )  
AGAINST SPRINT COMMUNICATIONS )  
COMPANY LP )  
IN THE MATTER OF THE THIRD )  
PARTY COMPLAINT OF SPRINT )  
COMMUNICATIONS COMPANY L.P. )  
AGAINST NORTHERN VALLEY )  
PROPERTIES, INC., NORTHERN )  
VALLEY COMMUNICATIONS, INC., )  
SANCOM, INC., AND CAPITAL )  
TELEPHONE COMPANY )

DOCKET NUMBER TC 09-098

**NORTHERN VALLEY  
COMMUNICATIONS, LLC'S NOTICE  
OF CORPORATE DEPOSITION OF  
SPRINT COMMUNICATIONS  
COMPANY, LP**

TO: Sprint Communications Company L.P., and its lawyers, Philip Schenkenberg, BRIGGS AND MORGAN, P.A., 80 South Eighth Street, 2200 IDS Center, Minneapolis, MN 55402 and Talbot J. Wiczorek, GUNDERSON, PALMER, NELSON & ASHMORE, LLP, 440 Mount Rushmore Road, Third Floor, P.O. Box 8045, Rapid City, SD 57701.

PLEASE TAKE NOTICE that, commencing at 1:30 p.m. Central Time on November 8, 2011, at the "campus" of Sprint Communications Company, LP ("Sprint"), 6050 Sprint Pkwy, Overland Park, KS 66211, or at such other time and location as may be mutually agreeable to the parties, Northern Valley Communications, LLC will take the deposition of Sprint upon oral examination pursuant to Rule 30(b)(6) of the South Dakota Rules of Civil Procedure, SDCL § 15-6-30(b)(6). Northern Valley will take the deposition of Sprint through any person or persons designated by Sprint regarding the matters set forth below. In accordance with Rule 30(b)(6), Sprint shall provide one or more officers, directors, managing agents or other person(s) knowledgeable about the matters who can and will testify competently and with knowledge on behalf of Sprint regarding the described matters.

PLEASE TAKE FURTHER NOTICE THAT the deposition will be conducted pursuant to the South Dakota Rules of Civil Procedure before an officer authorized by law to take the deposition. The deposition shall continue from day to day until completed and the proceedings

shall be transcribed by a certified court reporter with real-time computer means (e.g., LiveNote).

You are invited to attend and participate in the manner provided for in the South Dakota Rules of Civil Procedure.

Respectfully submitted:

/s/ James M. Cremer  
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*Attorneys for Northern Valley  
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**CERTIFICATE OF SERVICE**

The undersigned certifies that on October 31, 2011, the foregoing was electronically served upon the following counsel of record:

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By: *D. David Carter*  
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## DEFINITIONS

A. "Document" as used herein shall have the broadest meaning possible under the South Dakota Rules of Civil Procedure, including the scope of documents and electronically stored information contemplated under Rule 34 of the South Dakota Rules of Civil Procedure, and includes, without any limitation, the originals and all copies of any writings, letters, drawings, records, diagrams, reports, graphs, correspondence or drafts thereof, charts, audio recordings or transcripts thereof, electronic mail or e-mails, video recordings or transcripts thereof, data, data compilations, photographs, images, printed accounts of electronically transmitted information, electronically-stored information, microfilm and/or microfiche, memoranda (including written memoranda of telephone conversations, other conversations, discussions, agreements, acts and/or activities), envelopes, messages, studies, wills, trusts, contracts, deeds, grants, assignments, financial statements or reports, financial records, accounts, agreements, summaries, statistical statements, reports/summaries of investigations, press releases, calendars, diaries, journals, articles, magazines, newspapers, booklets, brochures, pamphlets, circulars, bulletins, notices, instructions, minutes of meetings, surveys, questionnaires, amendments, notes, checks, drafts or bills of exchange, transcripts, facsimiles, TVXs, telegrams, scientific literature, approvals, listings, contract reports, phonographs, tapes, discs, diskettes, data cells, tape back-ups, drums, printouts, any data compilations from which information can be obtained, wires, any sound recordings or transcripts thereof, postcards, greeting cards, magazine journals, memo pads, desk pads, price lists, invoices, purchase orders, bills of lading, warehouse receipts, any documents of title, computer printouts, tax returns or statements/reports, or any paper or thing purporting to be a "document," wherever located, and whether prepared by you for your own use or for transmittal or receipt by you from any source.

B. The term "communications" means any transmission of information by one or more persons and/or between two or more persons by any means including, but not limited to, telephone conversations, letters, electronic mail or e-mail, voice mails, telegrams, teletypes, written memoranda and face-to-face conversations.

C. "Relate to," "relating to," "reflect," "reflecting," "refer" or "referring to" as used herein shall be interpreted in the broadest sense possible to include anything within the permissible scope of discovery under the South Dakota Rules of Civil Procedure, and shall include and contemplate the following terms or phrases: analyze, comment on, concern, concerning, connect, constitute, contain, contradict, deal with, describe, discuss, embody, evaluate, evidence, identify, note, mention, pertain to, record, respect, support, refer to, is relevant to, respond to, state or study; or is any way pertinent to the subject matter of the inquiry, including documents concerning the presentation of other documents.

D. "Including" shall mean "including and without limitation."

E. The terms "you," "your" and "Sprint" mean Sprint Communications Company, L.P. and its subsidiaries and/or affiliates and anyone else acting on its behalf, including, but not limited to, any and all predecessors or successors in interest, officers, directors, employees, agents, representatives, members, consultants, attorneys and all other persons acting or purporting to act on its behalf or under its control.

F. The term "LEC" means a local exchange carrier that provides telephone exchange and exchange access services, whether designated as an Incumbent Local Exchange Carrier ("ILEC") or a Competitive Local Exchange Carrier ("CLEC").

G. The term "interexchange provider" or "IXC" means an interexchange carrier providing telephone service between telephone exchanges.

H. The term “interexchange service” means the provision of telephone service between telephone exchanges.

I. The term “access charge” means a charge imposed by a LEC for originating or terminating a long distance telephone call to or from an IXC’s end user customer.

J. “Local exchange service” means the provision of telephone exchange and exchange access service.

K. “Person” as used herein includes in the plural as well as the singular, without limitation, any natural person, governmental agency or officer, and any other entities or organizations, including firms, associations, partnerships, corporations, limited liability companies, businesses, joint ventures, receivers and estates.

L. “Services” shall mean any long distance service, residential or business calling plans, conference calling, international calling or chat line service and any other interexchange service provided by Sprint during the period January 1, 2005 to the present.

M. When used herein, “identify” means:

- a. With respect to an individual, to provide his/her name, address and telephone number;
- b. With respect to an entity, to provide its name, address and telephone number; and
- c. With respect to a document, to provide a description of the document and its location.

N. The term “affiliated company” means any entity owned or controlled directly or indirectly, and in whole or in part, by Sprint, or affiliated through common corporate ownership, in whole or in part, with Sprint.

O. The term “Northern Valley” means Northern Valley Communications, LLC.

P. The term “statement” means any comment or communication, whether oral or written, and is not limited to formal testimony, deposition testimony, affidavits or declarations.

Q. The term “Rural CLEC” means a CLEC that does not serve any end user located within either: (a) any incorporated place of 50,000 inhabitants or more, based on the most recently available population statistics of the Census Bureau, or (b) an urbanized area, as defined by the Census Bureau.

R. The term “Calling Service Provider” or “CSP” means any entity intended to be covered within the definition of “Call Connection Company” provided in Sprint’s pleadings on file in the above-captioned actions, and includes, without limitation, Global Conference Partners, One Rate, Sang, VAPPS, CLEC Connect, National Communications Group, and Free Conferencing Corp.

S. The term “Access Theft Case” means any state, federal, or regulatory proceeding in which a LEC alleges that Sprint has failed to pay originating or terminating switched access charges invoiced for calls to or from CSPs or Sprint has alleged that a LEC is not entitled to compensation for originating or terminating switched access charges assessed for calls delivered to or originating from a CSP. The term “shall specifically include, but is not limited to, the following: the above-captioned action; *Sprint Communications Corporation v. Superior Telephone Cooperative, et al.*, Docket No. FCU-2007-0002 (Iowa Utilities Board); *MCI Communications Services, Inc. d/b/a Verizon Business Services v. Aventure Communication Technology, LLC*, Docket No. FCU-2008-0018 (Iowa Utilities Board); *AT&T Corp. v Superior Telephone Cooperative, et al.*, Docket No. 4:07-cv-00043 (S.D. Iowa); *Sprint Communications Corporation v. Superior Telephone Cooperative, et al.*, Docket No. 4:07-cv-00078 (S.D. Iowa);



*Sprint Communications Company, L.P. v. Superior Telephone Cooperative, et al.*, Docket No. 4:07-cv-00194 (S.D. Iowa); and *Aventure Communications Technology LLC v. MCI Communications Services, Inc.*, Docket No. 5:07-cv-04095 (N.D. Iowa).

U. The term “Unlimited Plan” refers to any unlimited long distance plan offered by Sprint to residential or business customers for a flat monthly fee from January 2005 to the present, including, but not limited to “Unlimited Plan” and “Sprint Choice Unlimited.”

### **MATTERS FOR DEPOSITION**

1. Sprint’s investigation(s) of Calling Service Providers’ activities in South Dakota and/or any LEC’s relationship with or provision of services to CSPs in South Dakota, including but not limited to the identity of Sprint personnel and agents involved in such investigation(s), the timing of such investigation(s), the information obtained through such investigation(s) and the timing of Sprint’s acquisition of such information; the specific actions taken in connection with those investigations and the timing of those actions, and Sprint’s internal or non-privileged communications with any third party(ies) regarding the investigation(s).

2. The typical calling path of (a) long distance calls to Northern Valley for which Sprint admits it is obligated to pay terminating access charges; and (b) long distance calls involving or implicating a Calling Service Provider, for which Sprint contends it is not obligated to pay terminating access charges, and the similarities and differences between the two calling paths, including anything that Sprint relies upon in contending that access charges are owed relative to one calling path but not the other.

3. Sprint’s responses to written discovery requests in this lawsuit and its efforts to collect and produce documents, ESI and other information to Northern Valley and the other parties to the above-captioned actions; the identity of the people who Sprint consulted in

preparing those responses; and the terms, nature and extent of Sprint's document-retention policies from January 1, 2005 to present.

4. Northern Valley's federal and state switched access tariffs, and their local exchange tariffs, general tariff, price lists or other written offerings for providing local services, and the reasons and material facts that Sprint maintains supports the position that the traffic at issue in these actions is not compensable under such tariffs.

5. The relationship, if any, between Sprint and Calling Service Providers, including but not limited to Free Conferencing and GCP.

6. The distinction or similarity of products and/or services offered by Sprint and Calling Service Providers or other conferencing service providers with which it conducts business.

7. All communications between Sprint and any other IXC regarding Calling Service Providers' activities in South Dakota, including but not limited to issues related to the routing of calls to Calling Service Providers, the billing or disputing of related LEC invoices, other IXCs' settlements of their respective disputes with any LEC vis-à-vis traffic to Calling Service Providers, and your use of other IXCs' networks to route calls to Northern Valley's network under Least Cost Routing contracts or related agreements.

8. All efforts taken by Sprint to decrease or increase its network capacity in South Dakota at any time after it became aware of the Calling Service Providers' activities.

9. All communications between Sprint and any Northern Valley in the above-captioned actions regarding Calling Service Providers' activities in South Dakota, including but not limited to issues related to the routing of calls and the billing or disputing of Northern Valley's invoices.

10. Sprint's consideration of blocking (or call degradation or choking) or its actual blocking (or call degradation or choking) of telephone traffic involving or implicating a Calling Service Provider in South Dakota, Sprint's consideration of delivering or actual delivering of traffic involving or implicating a Calling Service Provider in South Dakota to any other IXC under Least Cost Routing contracts or like arrangements that Sprint knew or suspected did not have the capacity or intention to deliver the traffic at issue, and any knowledge Sprint possessed regarding any other IXCs' capacity or intention or action taken to block, degrade or choke such traffic.

11. Sprint's relationship with TEOCO or any other third party that reviewed or analyzed any of Northern Valley's invoices to Sprint, the contract(s) governing the relationship between those third party(ies) and Sprint, and their performance, performance standards and/or methodology for work performed for Sprint relating in any way to Calling Service Providers and/or Northern Valley.

12. TEOCO's or any other third party's authority to initiate disputes of LEC's access invoices to Sprint and to direct the withholding of payments for disputed and undisputed amounts.

13. The compensation provided by Sprint to TEOCO or any other third-party that provided Sprint with access-bill-review-related services in connection with Northern Valley's invoices, including, but not limited to, the type of compensation (e.g., hours-based versus contingency or other arrangements), the amounts of compensation, and how the compensation format has changed over time.

14. Any quality-of-performance issues known to Sprint regarding TEOCO's, or any other third-party that provided Sprint with access-bill-review-related services in connection with Northern Valley's invoices, performance of its obligations under its contract(s) with Sprint.

15. Sprint's, TEOCO's, and/or any other third-party that provided Sprint with access-bill-review-related services in connection with Northern Valley's invoices, process for investigating, determining or confirming, in the ordinary course of business, whether any LEC that is billing Sprint for switched access charges engages in one or more of the following activities or possesses one or more of the following characteristics: (a) fails to include in the LEC's tariff a category of customer for each customer that it provides service; (b) offers local service to any customer other than pursuant to the LEC's local tariff; (c) enters into individual, confidential contracts with one or more customers; (d) makes certain product or service offerings to some customers that are not made available to other persons; (e) fails to charge each customer for local exchange service; (f) fails to issue invoices to each customer for local exchange service; (g) fails to verify that each of the LEC's customers pay taxes or other required telecommunications fees; (h) fails to input the customers into its traditional billing systems; (i) fails to bill any customer for and pay taxes or fees associated with local exchange service; (j) fails to bill each customer that places equipment in the central office or otherwise offers collocation free of charge; (k) fails to bill each collocated customer for their use of power from the LEC's central office; or (l) pays any customer to stimulate or route traffic to or through the LEC's telephone numbers or otherwise shares switched access revenues with the customer, and Sprint's and TEOCO's communications regarding such processes and procedures.

16. The date(s) on which Sprint first investigated or audited Northern Valley's switched access invoices to Sprint for any issues or disputes relating to this action; the actions

Sprint took in connection with such investigations or audits; and the communications Sprint had with and actions it took in connection with Northern Valley regarding those investigations and audits.

17. Sprint's preparation of any dispute notices sent to Northern Valley for telephone traffic involving a Calling Service Provider.

18. Northern Valley's invoices to Sprint for terminating access charges since January 1, 2005, including amounts invoiced which relate to calls involving or implicating Calling Service Providers and calls to businesses and residents that do not involve or implicate Calling Service Providers.

19. Sprint's reason(s) for paying, "short paying" or not paying some or all of Northern Valley's invoices.

20. Sprint's alleged damages in this case and all material facts and records supporting same, including but not limited to (a) the amounts Sprint has paid Northern Valley for access charges which Sprint believes involve or implicate Calling Service Providers; and (b) the amount and basis for any damages claimed above and beyond the amount that Sprint has paid Northern Valley in invoiced switched access charges that Sprint seeks a refund of through this action.

21. The identity of all companies which Sprint engages or has ever engaged to provide conferencing services to Sprint's customers or other customers, or any company whose conferencing services Sprint has promoted or marketed, and the terms pursuant to which such relationships are/were governed and the revenues which Sprint has earned relative to each such relationship.

22. All studies or analyses Sprint has undertaken of its customers' demand for calls to Calling Service Providers and the percentage, over time, of Sprint's customers' calls to Calling

Service Providers vis-à-vis total traffic volume, and how those percentages differ, if at all, based on whether your consumers subscribe to a per-minute-based calling plan or an Unlimited Plan.

23. Whether and, if so, the manner in which Sprint pays interstate or intrastate access charges, transit fees, or any other form of compensation to any LEC or other company due to or arising from the provision of conferencing services.

24. All communications between Sprint and any employee or representative of the United States House of Representatives, United States Senate, Federal Communications Commission, South Dakota Legislature or South Dakota Public Utilities Commission regarding or referencing any Calling Service Provider, including but not limited to any of the Calling Service Providers, or Northern Valley, or otherwise related to activity which Sprint refers to as “traffic pumping” or “access stimulation.”

25. Least Cost Routing agreements between Sprint and other IXCs that apply or during any relevant time has applied to traffic destined for Northern Valley.

26. The types of individuals and entities which utilize Calling Service Providers’ services and, in particular, services provided by Free Conferencing and GCP and any other CSP parties to the above-captioned actions, and Sprint’s claims relating to the nature of the services provided by Calling Service Providers.

**PROVISIONAL TOPICS RELATING TO  
NORTHERN VALLEY’S UNJUST ENRICHMENT CLAIMS**

27. The amount of traffic Sprint delivered to Northern Valley (directly or indirectly) that originated with customers of other IXCs that Sprint accepted for carriage under Least Cost Routing arrangements with those other IXCs and the amount of compensation Sprint received for such carriage and the amount of revenue Sprint derived therefrom.

28. The financial impact, if any, which the emergence of Calling Service Providers has had on Sprint's revenues relative to the state of South Dakota from January 1, 2005 to the present.

29. Whether (and, if so, all material circumstances surrounding), Sprint has ever changed or considered changing the terms or pricing of any of its long-distance calling plans (whether of the "unlimited" variety or per-minute variety) in whole or in part because of the effect that so-called "access stimulation" was having on those plans' profitability for Sprint.

30. The average monthly volume of calls (in minutes of use) that Sprint has projected or anticipated a subscriber to any Sprint Unlimited Plan will make, and the average monthly volume of calls that Sprint has projected or anticipated a subscriber to any Sprint Unlimited Plan will make to a Calling Service Provider, to Northern Valley, or the class of carriers identified as rural CLECs, and the actual volumes of such traffic.

31. The average monthly volume of calls (in minutes of use) that Sprint has projected or anticipated a subscriber to any non-Unlimited Plan will make, and the average monthly volume of calls that Sprint has projected or anticipated a subscriber to any Sprint non-Unlimited Plan will make to a Calling Service Provider, Northern Valley, or the class of carriers identified as rural CLECs, and the actual volumes of such traffic.

32. The average monthly terminating switched access charges Sprint has anticipated paying in association with calls made by a Sprint Unlimited Plan subscriber, including the anticipated average rate per minute both nationally and for calls to Northern Valley or the class of carriers identified as rural CLECs.

33. The revenue you have received from Sprint Unlimited Plan and non-Unlimited Plan subscribers on a monthly basis from January 2005 to present.

34. The costs you have incurred or estimated to have incurred in providing your long-distance services on a monthly basis from January 2005 to present, including any differences in actual or estimated costs of service to residential and business customers.

35. The volume of traffic per month terminating to Northern Valley's telephone numbers assigned to any Calling Service Provider that were originated by a subscriber to Sprint's Unlimited Plan.

36. All matters related to any services through which Sprint derives income, indirectly or otherwise, from or through a Calling Service Provider.

37. Revenues received by Sprint from other IXCs as a result of Least Cost Routing agreements for traffic involving or implicating both Calling Service Providers and Northern Valley, and the percentage of traffic Sprint delivered to Northern Valley that (a) was originated by Sprint's subscribers versus the traffic that Sprint delivered to Northern Valley that (b) originated on another carriers' network.