

**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 )	DOCKET NUMBER TC 09-098
)	
IN THE MATTER OF THE THIRD ) PARTY COMPLAINT OF SPRINT ) COMMUNICATIONS COMPANY LP ) AGAINST SPLITROCK PROPERTIES, ) INC., NORTHERN VALLEY ) COMMUNICATIONS, INC., SANCOM, ) INC., AND CAPITAL TELEPHONE ) COMPANY )	
)	

---

**NORTHERN VALLEY COMMUNICATIONS, LLC'S  
FIRST INTERROGATORIES TO SPRINT COMMUNICATIONS COMPANY, LP**

---

**TO: Sprint Communications Company, LP and its lawyers, Talbot J. Wiczorek, Gunderson, Palmer, Nelson & Ashmore, LLP, 440 Mount Rushmore Road, Third Floor, Rapid City, SD 57701; Philip R. Schenkenberg, Briggs & Morgan, PA, 80 South Eighth Street, 2200 IDS Center, Minneapolis, MN 55402.**

Northern Valley Communications, LLC ("Northern Valley"), hereby serves the following Documents Requests pursuant to S.D. Admin. R. 20:10:01:01.02 and S.D.C.L § 15-6-33. Sprint Communications Company, LP ("Sprint") must respond to the following Interrogatories within 30 days of service.

**INSTRUCTIONS**

1. You are directed to answer each Interrogatory separately, fully, in writing and under oath.
2. These Interrogatories are continuing in nature as provided in Rule 26(e)(1) so as

to require the filing of supplemental answers and responses without further request should additional information, or information inconsistent with the information contained in the answers and responses to these Interrogatories, become available to you before trial, or for any other reason that requires supplementation of your answers under Rule 26(e)(1).

3. Where the name of a person or entity is requested, indicate the full name, business firm, business and home address, business and home telephone number, and e-mail, if applicable.

4. Unless otherwise indicated, these Interrogatories refer to the time, place and circumstances and occurrences mentioned or complained of in the pleadings in this case.

5. Where knowledge or information in the possession of a party is requested, such request includes knowledge of the party's agents, representatives, and, unless privileged, its attorneys.

6. If you object to any request on grounds other than privilege or work product protection, state in detail the basis for the objection.

7. If you contend that a particular interrogatory, or a definition or an instruction applicable thereto, is ambiguous, such claim shall not provide a basis for refusing to respond. You are instructed to set forth the allegedly ambiguous language and the interpretation of that language that you have adopted in responding to that interrogatory.

8. Where an interrogatory calls for the production of documents, you should produce every copy of a document that is not identical to the original of the document requested.

9. Whenever the identification of a document is requested, state the following: (1) title and date; (2) nature of document (e.g. memo, letter, contract, etc.); (3) identity of the author(s) and, if any, recipient(s); (4) subjects treated in document; and (5) present or last known location of the document.

10. To the extent that you have information responsive to a request in computer-readable form, you are requested to provide all responsive information in a form consistent with the instructions set forth in Plaintiff's First Request for Production of Documents. If any such information is unavailable or unusable by Plaintiff in such form and cannot be made available and usable in such form through reasonable efforts, then you are requested to provide such information in hard copy or in whatever other form shall render it most easily usable.

11. The present tense includes the past and future tenses.

12. The use of the singular form of any word includes the plural and vice versa. The connectors "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

13. Any reference to a corporation, partnership, association, person or other entity shall also include, where applicable, subsidiaries, officers, directors, employees, attorneys, accountants, agents or other representatives.

14. These interrogatories cover the period from January 1, 2005 to the present, unless otherwise indicated.

### **DEFINITIONS**

1. The term "Document" is used in its broadest sense and means and includes graphic matter of any kind or nature, whether written, printed, typed, recorded, filmed, punched, transcribed, taped or produced or reproduced by any means. The term "document" means and includes, without limitation, all appraisals, records, personal notes, e-mails, cablegrams, telexes, facsimiles, studies, calendars, day-timers, diaries, desk calendars, appointment books, agendas, minutes, pamphlets, envelopes, telephone messages, graphs, records of meetings, summaries or

records of telephone conversations, summaries or records of personal conversations of interviews, summaries or records of meetings or conferences, tabulations, analyses, evaluations, projections, work papers, statements, summaries, reports, journals, billing records, invoices, correspondence, letters, financial statements, balance sheets, accounting entries, tax returns, loan documents, and/or all written or recorded matter of any kind whatsoever. The term “document” also means and includes every other means by which information is recorded or transmitted including, without limitation, photographs, videotapes, tape recordings, microfilms, punchcards, computer programs, printouts, computer disks or diskettes, software, all recordings made through data processing and/or computer techniques, and the written information necessary to understand and use such materials. The term “document” is further defined to mean the original, any drafts, and any nonidentical copies (*i.e.*, those bearing notations or marks not found on the original document).

2. The term “Communication” shall mean any meeting, statement, document, conversation, transmittal of information or request for information whether by written, oral, electronic or other means.

3. The term “Person” refers to a natural person, a group of natural persons acting as individuals, a group of persons acting in a collegial capacity (*e.g.*, as a committee, board of directors, etc.), a corporation, a partnership, a limited partnership, a joint venture, a limited liability corporation, a government or governmental agency and/or any other incorporated or incorporated business, government or entity.

4. “Relate to,” “relating to,” “reflect,” or “reflecting,” “refer” or “referring to” as used herein, shall include and, depending upon the context of the subject matter of inquiry, be synonymous with the following terms or phrases: analyze, comment on, concern, concerning,

connect, constitute, contain, contradict, deal with, describe, discuss, embody, evaluate, identify, note, mention, pertain to, record, respect, support, refer to, is relevant to, respond to, state, study, or is any way pertinent to the subject matter of the inquiry, including documents concerning the presentation of other documents.

5. The terms “identify,” “identity” or “identification,” when used in reference to a natural person, requires you to state that person's full name, last known address, home and business telephone numbers, and present business affiliation. When used in reference to a person other than a natural person, the terms “identify,” “identity” or “identification” require you to describe the nature of such person (that is, whether it is a corporation, partnership, etc.), and to state that person's last known address, telephone number, and principal place of business. Once any person has been identified properly, it shall be sufficient thereafter when identifying that same person to state the name only.

6. The term “describe” as used herein, shall include and, depending upon the context of the subject matter of inquiry, be synonymous with the following terms or phrases: to explain, to set forth details, or to give an account of.

7. The terms “You,” “Your,” “defendant,” and “Sprint” mean Sprint Communications Company, LP the defendant in this action, and its subsidiaries and/or affiliates and anyone acting on its behalf, including, but not limited to, any and all predecessors or successors in interest, officers, directors, employees, agents, members, consultants, attorneys and all other persons acting or purporting to act on its behalf or under its control..

8. “Northern Valley” means Northern Valley Communications, LLC.

9. “Local Exchange Service” means the provision of telephone exchange and

exchange access service.

10. The term “Local Exchange Carrier” or “LEC” means a local exchange carrier that provides telephone exchange and exchange access service, whether designated as an Incumbent Local Exchange Carrier (“ILEC”) or a Competitive Local Exchange Carrier (or “CLEC”). The term “LEC” includes, but is not limited to, Northern Valley.

11. “Interexchange Service” means the provision of telephone service between telephone exchanges.

12. The term “Interexchange Carrier” or “IXC” means an interexchange carrier providing telephone service between telephone exchanges.

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

14. The term “Calling Service Provider,” “Calling Service Providers,” or “CSPs” means any entity intended to be covered within the definition of Sprint’s phrase “Call Connection Company” or “Call Connection Companies,” including but not limited to companies that have “established free or nearly free conference-calling, chat-line, or similar services that callers through the United States use to connect to other callers.”

15. The phrase “fee, charge, inducement, or any other consideration” shall include, without limitation, payments for specific volumes of traffic; per-minute or per-transaction payments; flat monthly or annual payments; discounts below tariffed rates or other prevailing rates; waivers of recurring or nonrecurring charges, including waivers of special construction charges and installation charges; the provision of customer premises equipment or other equipment without charge; and promises to purchase goods or services.

16. The term “Agreement” means a mutual understanding between two or more persons about their relative rights and duties regarding past or future performances; a manifestation of mutual assent by two or more persons.

17. “Least Cost Routing” means a feature of a telephone system by which an outgoing telephone call is routed to or through the telecommunications carrier(s) in a manner that the call will cost the least amount to be delivered to the intended destination at that particular moment in time.

### INTERROGATORIES

1. State all factual and legal bases upon which You rely to support your claim that Calling Service Providers are not “end users.”

2. State all factual and legal bases upon which You rely in asserting that Northern Valley is not entitled to payment from Sprint in accordance with Northern Valley’s tariffed rates for terminating switched access calls from Sprint’s customers. To the extent that your analysis varies based on the applicable tariff, set forth your analysis with regard to each relevant tariff.

3. Identify all LECs from whom Sprint has withheld, or is currently withholding, payment of invoiced terminating switched access charges associated with calls made to and/or terminated with Calling Service Providers. For each of these LECs, identify:

- a. the LEC from whom payment was withheld;
- b. the time period during which such payments were withheld;
- c. the amount of switched access charges that have been billed to Sprint but for which Sprint has withheld or otherwise refused payment; and
- d. Sprint’s reason(s) therefor.

4. Identify all LECs to whom Sprint has paid, or currently does pay, terminating

switched access charges associated with calls made to and/or terminated with Calling Service Providers. For each of these LECs, identify:

- a. the LEC to whom payment was made;
- b. the time period during which such payments were made;
- c. whether Sprint made such payments pursuant to one or more tariffs, contracts, settlement agreements, or otherwise; and
- d. whether Sprint has made any objections or taken any action to recoup these payments.

5. State whether You or any affiliate or subsidiary has provided, currently provides, or sought to provide or discussed providing any free calling services similar, when viewed from the perspective of the consumer, to those services offered by the Calling Service Providers (e.g., free conference calls or chat-lines), and, if so, identify:

- a. the individuals involved in evaluating the potential services, including the negotiation of any contracts; and
- b. all companies with which Sprint or its affiliate negotiated, discussed, contracted, engaged or engages to provide these services to Sprint or its affiliates' customers, including strategic partners, conference service operators, web-based companies, equipment manufacturers or any other individuals or companies.

6. For the period January 1, 2005 to the present, identify all instances where Sprint blocked or otherwise refused to accept traffic bound for any LEC because Sprint believed the calls were made to and/or terminated with Calling Service Providers. For each instance identified:



- a. describe all Communications among Sprint personnel regarding the decision to block traffic;
- b. provide the date or time frame of the Communications;
- c. describe the particular action or actions taken to block or otherwise refuse to accept the traffic.

7. For each month from January 1, 2005 to the present, set forth (a) the total volume of minutes; and (b) gross revenues that Sprint has collected from its long distance customers as a result of calls placed to and/or terminated at any of the following telephone numbers assigned to Calling Service Providers by Northern Valley:

**Telephone Numbers**  
**(all numbers are area code 605)**

475-4000 to 475-4099
475-4130 to 475-4369
475-4370 to 475-4519
475-4700 to 475-4799
475-4800 to 475-4999
475-6000 to 475-6399
475-6400 to 475-6599
475-6600 to 475-6799
475-6800 to 475-6999
475-8000 to 475-8499
475-8500 to 475-8999
725-1900 to 725-1903
725-1905 to 725-1906
725-1908 to 725-1915
725-1919
725-1921 to 725-1925
725-3200
725-3202 to 725-3208
725-3215
725-3500 to 725-3502
725-3505 to 725-3507
725-3560 to 725-3563
725-3600
725-3602
725-3604

725-3608
725-4800 to 725-4802
725-4809 to 725-4821

For all Sprint long-distance customers who made calls to CSPs during this period who pay a flat, non-usage-sensitive fee (unlimited long distance plans) for Sprint's long-distance service, set forth the number of such customers each month, the average price(s) they paid for such long-distance service, and the percentage of such customers' long-distance calls to CSPs vis-à-vis their total long-distance usage under those unlimited-calling plans.

8. For the period January 1, 2005 to the present, set forth the gross revenues associated with being selected to deliver traffic on behalf of other carriers as a result of Least Cost Routing for each month for the traffic delivered to Northern Valley by Sprint.

9. For the period January 1, 2005 to the present, identify all instances where Sprint has increased the price charged to other carriers for delivering traffic to Northern Valley under the terms available for Least Cost Routing. For each instance identified:

- a. describe all Communications among Sprint personnel regarding the decision to increase the price;
- b. describe all Communications between Sprint personnel and employees or representatives of the other carrier;
- c. provide the date or time frame of the Communications;
- d. describe the reason or bases for the increase; and
- e. produce all Documents and Communications relating to the increases.

10. Identify the Sprint personnel or individuals acting on behalf of Sprint including, but not limited to, employees of third-party auditing firms, involved in or with personal knowledge of the process of investigating and deciding whether to pay switched access charges

associated with calls made to and/or terminated with Calling Service Providers invoiced by Northern Valley. For each Person identified:

- a. describe all non-privileged Communications regarding the investigation of the decision whether to pay invoiced terminating switched access charges;
- b. provide the date or time frame of the Communications; and
- c. produce all Documents evidencing or relating to the Communications.

11. For each invoice that Northern Valley has sent to Sprint that Sprint has not paid in full, identify:

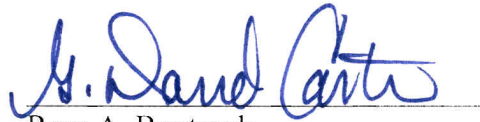
- a. the amount of minutes of traffic that Sprint attributes to calls to Calling Service Providers; and
- b. the amount of minutes of traffic that Sprint acknowledges terminated in Northern Valley's local service territory to Northern Valley end-users.

12. Identify all Calling Service Providers to which Sprint provides telecommunications services.

13. With regard to each person whom You expect to call as an expert witness at trial, state:

- a. the individual's name;
- b. the subject matter on which the expert is expected to testify;
- c. the substance of the facts and opinions to which the expert is expected to testify; and
- d. a summary of the grounds for each opinion.

Dated: March 21, 2011



Ross A. Buntrock  
G. David Carter  
ARENT FOX LLP  
1050 Connecticut Ave, NW  
Washington, DC 20036  
(202) 775-5734  
(202) 857-6395 (Fax)  
buntrock.ross@arentfox.com  
carter.david@arentfox.com

and

James M. Cremer  
BANTZ, GOSCH & CREMER, L.L.C.  
305 Sixth Ave, SE  
Aberdeen, SD 57402-0970  
(605) 225-2232  
(605) 225-2497  
jcremer@bantzlaw.com

*Attorneys for Northern Valley Communications, LLC*

**CERTIFICATE OF SERVICE**

The undersigned attorney for Northern Valley Communications, LLC hereby certifies that on the 21st day of March 2011, a true and correct copy of the foregoing Northern Valley's First Requests for Production of Documents to Sprint was sent via electronic means and deposited into the U.S. mail, first-class postage prepaid, to:

Ms. Kara Semmler  
Staff Attorney  
South Dakota Public Utilities Commission  
500 East Capitol  
Pierre, SD 57501  
[Kara.semmler@state.sd.us](mailto:Kara.semmler@state.sd.us)

Ms. Bobbi Bourk  
Staff Analyst  
South Dakota Public Utilities Commission  
500 East Capitol  
Pierre, SD 57501  
[Bobbi.bourk@state.sd.us](mailto:Bobbi.bourk@state.sd.us)

Ms. Dara Pollman Rogers  
Riter, Rogers, Wattier & Brown LLP  
P.O. Box 280  
Pierre, SD 57501-0280  
[dprogers@riterlaw.com](mailto:dprogers@riterlaw.com)

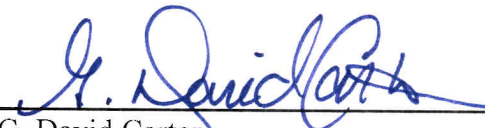
Mr. Jeffrey S. Larson  
Larson & Nipe  
P.O. Box 277  
Woonsocket, SD 57385  
[jdlarson@santel.net](mailto:jdlarson@santel.net)

Ms. Margo D. Northrup  
Riter, Rogers, Wattier & Brown LLP  
P.O. Box 280  
Pierre, SD 57501-0280  
[m.northrop@riterlaw.com](mailto:m.northrop@riterlaw.com)

Ms. Meredith Moore  
Cutler & Donahoe, LLP  
100 N. Phillips Avenue, 9<sup>th</sup> Floor  
Sioux Falls, SD 57104-6725  
[meredithm@cutlerlawfirm.com](mailto:meredithm@cutlerlawfirm.com)

Talbot J. Wiczorek  
Gunderson, Palmer, Nelson & Ashmore, LLP  
440 Mount Rushmore Road  
Third Floor  
P.O. Box 8045  
Rapid City, SD 57701

Philip Schenkenberg  
Briggs and Morgan, P.A.  
80 South Eighth Street  
2200 IDS Center  
Minneapolis, MN 55402

  
G. David Carter