

# Exhibit 75

**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 LP )  
AGAINST SPLITROCK PROPERTIES, )  
INC., NORTHERN VALLEY )  
COMMUNICATIONS, INC., SANCOM, )  
INC., AND CAPITAL TELEPHONE )  
COMPANY )

TC 09-098

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**NORTHERN VALLEY COMMUNICATIONS, L.L.C.'S RESPONSES  
TO SPRINT COMMUNICATIONS COMPANY LP'S FIRST SET  
OF INTERROGATORIES AND DOCUMENT REQUESTS**

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Plaintiff Northern Valley Communications, L.L.C. ("Northern Valley"), by and through counsel, and pursuant to SD Admin R 20:10:01:01.02 and SDCL §§ 15-6-33 and 15-6-34, hereby submits its First Responses to Sprint's First Set of Interrogatories and Document Requests.

**GENERAL OBJECTIONS**

Northern Valley's General Objections are incorporated into each of its responses to the discovery requests below as though set forth fully therein.

1. Privileged Information. Northern Valley objects to Sprint's discovery Requests to the extent that all or any of them call for the disclosure or production of information or material protected from disclosure by the attorney-client privilege, attorney work product doctrine, trade secret, or any other privilege, immunity or grounds that protect information from disclosure, including protections for material prepared in anticipation of litigation. Any inadvertent disclosure of any such information or material is not to be deemed a waiver of any such privilege

Valley and Sprint has an obligation, which it has failed to meet by making duplicative discovery requests, to refuse to impose an undue burden through its discovery request. Northern Valley will provide discovery response insofar as it has not already done so.

**SPECIFIC RESPONSES AND OBJECTIONS TO INTERROGATORIES**

**INTERROGATORY NO. 1: Identify each person or entity with an ownership interest in Northern Valley, or in which Northern Valley has an ownership interest, and describe that interest.**

**RESPONSE:** Northern Valley objects on the ground that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving its General and Specific Objections, Northern Valley states that it is a wholly-owned subsidiary of James Valley Communications, Inc. Northern Valley further states that James Valley Wireless, LLC is a subsidiary of Northern Valley.

**INTERROGATORY NO. 2: Identify all areas in which you are certificated to provide local exchange service, and identify all dockets in which you received such certification.**

**RESPONSE:** Subject to and without waiving its General Objections, Northern Valley states that it is certificated to provide local exchange service in any Qwest exchange in South Dakota.

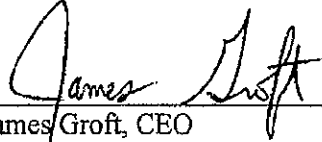
**INTERROGATORY NO. 3: Identify each and every Call Connection Company with which you have or have had any kind of Business Relationship. For each Call Connection Company and all time periods, describe in detail the Call Connection Service provided by the Call Connection Company.**

**RESPONSE:** Northern Valley objects on the grounds that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Northern Valley further objects to this Interrogatory on the grounds that Sprint's definition of "Call Connection Company" is vague, ambiguous and overly broad. Northern Valley further objects to the phrase "Business Relationship" to the extent that it is intended to refer to anything

**CERTIFICATION**

On behalf of Northern Valley Communications, LLC, I certify under penalty of perjury that the foregoing answers are true and correct to the best of my personal knowledge and/or the information available to Northern Valley.

Dated: February 2nd, 2011

  
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James Groft, CEO  
Northern Valley Communications, LLC

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

IN THE MATTER OF THE COMPLAINT )	DOCKET NUMBER TC 09-098
OF SOUTH DAKOTA NETWORK, LLC, )	
AGAINST SPRINT COMMUNICATIONS )	
COMPANY LP )	<b>NORTHERN VALLEY</b>
IN THE MATTER OF THE THIRD )	<b>COMMUNICATIONS, LLC'S</b>
PARTY COMPLAINT OF SPRINT )	<b>OBJECTIONS AND RESPONSES TO</b>
COMMUNICATIONS COMPANY L.P. )	<b>SPRINT COMMUNICATIONS</b>
AGAINST NORTHERN VALLEY )	<b>COMPANY L.P.'S AMENDED</b>
PROPERTIES, INC., NORTHERN )	<b>SECOND, AMENDED THIRD,</b>
VALLEY COMMUNICATIONS, INC., )	<b>SECOND AMENDED FOURTH,</b>
SANCOM, INC., AND CAPITAL )	<b>AMENDED FIFTH, SECOND</b>
TELEPHONE COMPANY )	<b>AMENDED SIXTH, AMENDED</b>
)	<b>SEVENTH, AMENDED EIGHTH, AND</b>
)	<b>AMENDED NINTH SETS OF</b>
)	<b>INTERROGATORIES</b>

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.

Northern Valley Communications, LLC ("Northern Valley"), by counsel and pursuant to SDCL §§ 15-6-33, hereby provides its objections and responses to Sprint Communications Company L.P.'s ("Sprint") Amended Second, Amended Third, Second Amended Fourth, Amended Fifth, Second Amended Sixth, Amended Seventh, Amended Eighth, and Amended Ninth Sets of Interrogatories.

**GENERAL OBJECTIONS**

Northern Valley's General Objections are incorporated into each of its responses to the discovery requests below as though set forth fully therein.

1. Privileged Information. Northern Valley objects to Sprint's discovery Requests to the extent that all or any of them call for the disclosure or production of information or material protected from disclosure by the attorney-client privilege, attorney work product doctrine, trade

## INTERROGATORIES

### Interrogatories 13-27 relate to Northern Valley's relationship with Sang Capital Group, LLC ("Sang").

**INTERROGATORY NO. 13:** In Northern Valley's response to Sprint's Interrogatory No. 5 it indicated that it provided "local exchange service" to conference call providers in accordance with its individual case basis (ICB) contracts, and it stated those contracts would be produced. Sprint has reviewed Northern Valley's production and has not found an executed contract between Northern Valley and Sang. If it was produced please identify the agreement by bates number. Sang produced an executed Service Agreement dated May 4<sup>th</sup>, 2009, that was marked SANG-SDPUC000038-45, and a First Addendum dated May 31, 2010, that was marked SANG\_SDPUC000037. Please confirm that the Service Agreement produced by Sang, as amended by the First Addendum, constitutes the entire agreement between Northern Valley and Sang with respect the provision of "local exchange service." If not, please identify any other contracts or contract terms.

**RESPONSE:** Northern Valley states as follows:

- SANG-SDPUC000038-45 is an executed version of the May 4, 2009 Service Agreement between Northern Valley and Sang;
- SANG-SDPUC000037 is an executed version of the First Addendum of the May 4, 2009 service agreement;
- An executed version of the First Addendum to the May 4, 2009 service agreement was also produced by Northern Valley as bates number NVC00086383;
- SANG-SDPUC0000087-95 is an ICB contract for telecommunications services that supersedes that May 4, 2009 Service Agreement and First Addendum thereto.

**INTERROGATORY NO. 14:** Northern Valley's Response to Sprint's Interrogatory No. 5 indicated that conference call providers obtained services "such as" DID connections, DID numbers and Automatic Number Identification. State whether Sang received all of these services, and identify any other services Sang received from Northern Valley. If your answer changes over time please identify the time periods during which various services were provided.

Northern Valley objects to this Interrogatory on the grounds that the term "services" is vague, ambiguous and undefined. Thus, it is not possible for Northern Valley to unequivocally

exclude that possibility that it may have provided to Sang what Sprint would consider to be other services beyond those identified herein.

Subject to and without waiving its General and Specific Objections, Northern Valley states that it provided DID connections, DID numbers, and ANI to Sang. Northern Valley also states that it provided the following additional services to Sang: SS7 signaling, installation of conferencing equipment, co-location and telecommunications rack space, dedicated Internet connectivity, electrical power, fire protection, and back-up power.

Northern Valley further states that, according to its good faith review of available records, it believes that in or about November 2009, Sang installed a conferencing bridge in Northern Valley's Redfield CO. Northern Valley provided and continues to provide connectivity (*i.e.*, DID connections) to the PSTN via 3,000 SIP trunks.

**INTERROGATORY NO. 15:** Northern Valley's Response to Sprint's Interrogatory No. 5 indicated that Sang had 3000 SIP Trunks, and Northern Valley's Response to Sprint's Interrogatory No. 6 indicates that Sang had 4 conference bridges. Identify how these quantities varied over time, if they did.

**RESPONSE:** Northern Valley states that at the time Northern Valley provided its initial responses to interrogatory number six, Sang had one main conference call bridge/server and three subtending call bridges/servers. This had been Sang's configuration since it installed equipment at Northern Valley's central office. Northern Valley further states that in the intervening period since Northern Valley provided its original responses to interrogatory six, Sang has removed one of the subtending call bridges/servers, such that one main conference call bridge/server and two subtending bridges/servers remain at Northern Valley.

At all times, Sang has had a capacity of 3000 SIP Trunks from Northern Valley's switch.

Interrogatories 28-43 relate to Northern Valley's relationship with  
Global Conference Partners, LLC ("Global Conference")

**INTERROGATORY NO. 28:** In Northern Valley's response to Sprint's Interrogatory No. 5 it indicated that it provided "local exchange service" to conference call providers in accordance with its individual case basis (ICB) contracts, and it stated those contracts would be produced. Sprint has reviewed Northern Valley's production and Global Conference's production and identified the following contracts between Northern Valley and Global Conference.

1. Nov. 10, 2005, Service Agreement. This agreement was not in Northern Valley's production, but was produced by Global Conference (GCP2-000811-18). Please confirm that Northern Valley considers this to its first ICB contract with Global Conference and produce an executed copy of that document.
2. Dec. 1, 2006, Amendment 1 to Nov. 20, 2005, Service Agreement (NVC 00040979-80).
3. Aug. 1, 2007, Service Agreement (NVC 00041600-608). This document appears to have been initialed by Mr. Groft but not signed by him. Please confirm that Northern Valley considers this to be an ICB contract that superseded the Nov. 10, 2005, Service Agreement.
4. Jan. 7, 2009, Amendment 1 to Aug. 1, 2007, Service Agreement (NVC 00040975-78).
5. Sept. 15, 2009, Amendment 2 to Aug. 1, 2007, Service Agreement (NVC 00086155).
6. May 1, 2010, Amendment 3 to Aug. 1, 2007, Service Agreement (NVC 00086158-59).
7. May 11, 2010, Settlement Agreement (NVC00086164-86168), which amended in part the Jan. 1, 2009, Service Agreement.
8. Oct. 12, 2010, Marketing Agreement. Sprint does not believe this document was produced by Northern Valley. Please produce it, or if it was produced identify it by its bates numbers.
9. Feb. 21, 2011 First Amendment to Oct. 12, 2010, Marketing Agreement (NVC 00097600-01).

Please confirm that these documents are all of the agreements between Northern Valley and Global Conference with respect the provision of "local exchange service." If not, please identify any other contracts or contract terms.

**RESPONSE:** Northern Valley states as follows:

- a) GCP2-000811-18 is Northern Valley's first ICB contract with Global Conference Partners;
- b) NVC 00040979-80 is an Amendment to the November 10, 2005 service agreement;



- c) Executed versions of the August 1, 2007 Service Agreement were produced by Northern Valley at bates number NVC00047118 – 25 and NVC00046119-27.
- d) NVC00040975-78 is an executed version of Amendment 1 to the August 1, 2007 service agreement.
- e) NVC00086155 is an executed version of Amendment 2 to the August 1, 2007 service agreement.
- f) NVC 00086158-59 is an executed version of Amendment 3 to the August 1, 2007 service agreement.
- g) NVC00086164-86168 is a May 11, 2010 settlement agreement.
- h) An October 2010 Telecommunications Services Agreement was produced by Northern Valley as bates number NVC00099593-NVC00099601. An October 2010 Marketing Agreement, which is not an ICB contract pursuant to which Northern Valley provides local exchange service, was produced by Northern Valley as bates numbers NVC00099584-NVC00099592.
- i) NVC 00097600-01 is a First Amendment to the October 2010 Marketing Agreement. It is not an ICB contract pursuant to which Northern Valley provides local exchange service.

**INTERROGATORY NO. 29: Northern Valley's Response to Sprint's Interrogatory No. 5 indicated that conference call providers obtained services "such as" DID connections, DID numbers and Automatic Number Identification. State whether Global Conference received all of these services, and identify any other services Global Conference received from Northern Valley. If your answer changes over time please identify the time periods during which various services were provided.**

**RESPONSE:** Northern Valley objects to this Interrogatory on the grounds that the term "services" is vague, ambiguous and undefined. Thus, it is not possible for Northern Valley to

unequivocally exclude that possibility that it may have provided to Global Conference what Sprint would consider to be other services beyond those identified herein.

Subject to and without waiving its General and Specific Objections, Northern Valley states that it provided DID connections, DID numbers, and ANI to Global Conference. Northern Valley also states that it provided the following additional services to Global Conference: SS7 signaling, installation of conferencing equipment, co-location and telecommunications rack space, dedicated Internet connectivity, electrical power, fire protection, and back-up power.

Northern Valley further states that, according to its good faith review of available records, it believes that it provided the following quantities of service to Global Conference over time:

- GCP installed its first conference bridge in the Groton CO in or about November 2005; connectivity was provided by 10 ISDN PRIs (each ISDN PRI has 23 PRI ports);
- GCP added 10 ISDN PRIs (each ISDN PRI has 23 PRI ports) in or about May 2006;
- Two GCP bridges were relocated to Redfield in or about November 2007; connectivity to each was provided by 10 ISDN PRIs (each ISDN PRI has 23 PRI ports);
- GCP installed a bridge in the Redfield CO in or about November 2008; connectivity was provided by 959 SIP ports;
- GCP installed a backup bridge in the Redfield CO in or about March 2009; connectivity was provided by 32 ISDN PRIs (each ISDN PRI has 23 PRI ports);
- GCP installed a bridge in the Aberdeen CO in or about May 2009; connectivity was provided by 959 SIP trunks.

**Interrogatories 44-58 relate to Northern Valley's relationship with  
Free Conference Corporation ("Free Conference")**

**INTERROGATORY NO. 44:** In Northern Valley's response to Sprint's Interrogatory No. 5 it indicated that it provided "local exchange service" to conference call providers in accordance with its individual case basis (ICB) contracts, and it stated those contracts would be produced. Sprint has reviewed Northern Valley's production and identified the following contracts between Northern Valley and Free Conference.

1. Jan. 29, 2009, Service Agreement (NVC 00038469-76).
2. June 24, 2010, First Addendum to Jan. 29, 2009 Service Agreement (NVC 00086197).
3. Feb. 3, 2011, Marketing Agreement (NVC 0009462-70).
4. Feb. 3, 2011, Telecommunications Service Agreement (NVC 00099471-80).

Please confirm that these documents are all of the agreements between Northern Valley and Free Conference with respect the provision of "local exchange service." If not, please identify any other contracts or contract terms.

**RESPONSE:** Northern Valley states as follows:

- a) An executed copy of the January 29, 2009 service agreement was produced as bates numbers NVC 00038469-76 and a duplicate was produced as NVC00040945-52 and NVC00068116-23.
- b) NVC 00086197 is a First Amendment to the January 2009 service agreement.
- c) The document bearing bates label NVC0009462 is not a marketing agreement between Northern Valley and Free Conference. However, such an agreement was produced as bates label NVC00099462-70. This agreement is not an ICB contract through which Northern Valley provides local exchange service to Free Conference.
- d) NVC00099471-80 is a Telecommunications Service Agreement.

Northern Valley is aware of no other agreements regarding the provision of local exchange service to Free Conference.

**INTERROGATORY NO. 45: Northern Valley's Response to Sprint's Interrogatory No. 5 indicated that conference call providers obtained services "such as" DID connections, DID numbers and Automatic Number Identification. State whether Free Conference received all of these services, and identify any other services Free Conference received from Northern Valley. If your answer changes over time please identify the time periods during which various services were provided.**

Northern Valley objects to this Interrogatory on the grounds that the term "services" is vague, ambiguous and undefined. Thus, it is not possible for Northern Valley to unequivocally exclude that possibility that it may have provided to Free Conference what Sprint would consider to be other services beyond those identified herein.

Subject to and without waiving its General and Specific Objections, Northern Valley states that it provided DID connections, DID numbers, and ANI to Free Conference. Northern Valley also states that it provided the following additional services to Free Conference: SS7 signaling, installation of conferencing equipment, co-location and telecommunications rack space, dedicated Internet connectivity, electrical power, fire protection, and back-up power.

Northern Valley further states that, according to its good faith review of available records, Free Conference installed its first conference bridge in the Redfield CO in or about March 2009; connectivity was provided by 3000 SIP trunks. The quantity of services and location of Free Conference's equipment has not changed over time.

**INTERROGATORY NO. 46: Northern Valley's Response to Sprint's Interrogatory No. 5 indicated that Free Conference had 3000 SIP Trunks. Identify how the SIP Trunk quantities varied over time, if they did.**

Northern Valley incorporates its responses and objections to Interrogatory No. 45 as though set forth fully herein.

## INTERROGATORIES

### Interrogatories 72-83 relate to Northern Valley's relationship with One Rate Conferencing LLC, nka A+ Conferencing ("One Rate")

**INTERROGATORY NO. 72:** In Northern Valley's response to Sprint's Interrogatory No. 5 it indicated that it provided "local exchange service" to conference call providers in accordance with its individual case basis (ICB) contracts, and it stated those contracts would be produced. Sprint has reviewed Northern Valley's production and One Rate's production. One Rate produced an executed April 12, 2007, Independent Contractor Agreement (A+ 00001-04). Please produce a signed copy of this April 12, 2007, Independent Contractor Agreement or confirm that One Rate produced a true and correct copy. You produced the following:

1. Jan. 6, 2009, First Addendum to April 13, 2007, Agreement (NVC 00036210).
2. Sept. 15, 2009, Second Addendum to April 12, 2007, Agreement (NVC 00086187).
3. May 13, 2010, Third Addendum to April 12, 2007, Agreement (NVC 00086180).
4. Aug. 4, 2010, Fourth Addendum to April 12, 2007, Agreement (NVC 00086184).
5. Oct. 31, 2010, Telecommunications Service Agreement (NVC 0009428-36).
6. Oct. 21, 2010, Marketing Agreement (NVC 0009437-44).

Please confirm that these documents are all of the agreements between Northern Valley and One Rate with respect the provision of "local exchange service." If not, please identify any other contracts or contract terms.

**RESPONSE:** Northern Valley states as follows: the document produced by One Rate and labeled A+00001-04 is a true and correct copy of the April 12, 2007 Independent Contractor Agreement. Northern Valley further states that NVC 00036210, NVC 00086187, NVC 00086180, and NVC 00086184 represent the First, Second, Third, and Fourth Amendments to that Agreement, respectively.

Northern Valley further states that no Telecommunications Services Agreement is located at bates number NVC0009428-36. However, such an agreement was produced with bates number NVC00099428-36.

Northern Valley further states that no Marketing Agreement is located at bates number NVC 0009437-44. However, such an agreement was produced with bates number NVC00099437-44. This agreement, however, is not for the provision of local exchange service.

**INTERROGATORY NO. 73: Northern Valley's Response to Sprint's Interrogatory No. 5 indicated that conference call providers obtained services "such as" DID connections, DID numbers and Automatic Number Identification. State whether One Rate received all of these services, and identify any other services One Rate received from Northern Valley. If your answer changes over time please identify the time periods during which various services were provided.**

Northern Valley objects to this Interrogatory on the grounds that the term "services" is vague, ambiguous and undefined. Thus, it is not possible for Northern Valley to unequivocally exclude that possibility that it may have provided to One Rate what Sprint would consider to be other services beyond those identified herein.

Subject to and without waiving its General and Specific Objections, Northern Valley states that it provided DID connections, DID numbers, and ANI to One Rate. Northern Valley also states that it provided the following additional services to One Rate: SS7 signaling, installation of conferencing equipment, co-location and telecommunications rack space, dedicated Internet connectivity, electrical power, fire protection, and back-up power.

Northern Valley further states that, according to its good faith review of available records, One Rate installed its first conference bridge in the Redfield CO in 2009; connectivity was provided by 644 PRI Trunks. Northern Valley further states that, to the best of its knowledge, the capacity to One Rate has not varied over time.

**INTERROGATORY NO. 74: Northern Valley's Response to Sprint's Interrogatory No. 5 indicated that One Rate had 644 PRI Trunks. Identify how the PRI Trunk quantities varied over time, if they did.**

Northern Valley incorporates its response to Interrogatory No. 73 as if fully set forth herein. Northern Valley further states that the quantities of PRI Trunks did not vary over time.

**INTERROGATORY NO. 75: Northern Valley's Response to Sprint's Interrogatory No. 5 indicates all of One Rate's bridges were located in Redfield. Was this true for all time periods? If not, identify the location of every One Rate Bridge by month.**

Northern Valley states that One Rate's bridge was always located in Redfield.

Interrogatories 84-95 relate to Northern Valley's relationship with  
CLEC Connect ("CLEC Connect")

**INTERROGATORY NO. 84:** In Northern Valley's response to Sprint's Interrogatory No. 5 it indicated that it provided "local exchange service" to conference call providers in accordance with its individual case basis (ICB) contracts, and it stated those contracts would be produced. Sprint has reviewed Northern Valley's production. You produced the following:

1. Feb. 21, 2007, Wholesale Services Agreement (NVC 00040932-36).
2. Jan. 6, 2009, First Addendum to Feb. 21, 2007, Agreement (NVC 00036208).
3. May 19, 2010, Third Addendum to Feb. 21, 2007, Agreement (NVC 00086147).
4. Oct. 30, 2010, Marketing Agreement (NVC 00099445-52).
5. Oct. 30, 2010, Telecommunications Service Agreement (NVC 00099453-61).

Please confirm whether a Second Addendum was entered into (and provide an executed copy if it was) and confirm that these documents are all of the agreements between Northern Valley and CLEC Connect with respect the provision of "local exchange service." If not, please identify any other contracts or contract terms.

**RESPONSE:** Northern Valley states as follows: Northern Valley produced a Wholesale Services Agreement between Northern Valley and CLEC Connect dated December 11, 2006.

This document has bates numbers NVC00045342-45.

Northern Valley further states that NVC 00040932-36 is a Whole Services Agreement dated February 21, 2007 and that NVC00036208 and NVC00086147 are the First and Third Addendum to that Wholesale Services Agreement, respectively.

Northern Valley has been unable to locate an executed version of the Second Addendum to the Wholesale Services Agreement and does not believe that any such agreement was signed.

An unexecuted version of the draft agreement was produced at NVC00086146.

NVC 00099453-61 is a Telecommunications Service Agreement.

NVC 00099445-52 is a Marketing Agreement. However, this is not an agreement pursuant to which Northern Valley provides local exchange service to CLEC Connect.

**INTERROGATORY NO. 85: Northern Valley's Response to Sprint's Interrogatory No. 5 indicated that conference call providers obtained services "such as" DID connections, DID numbers and Automatic Number Identification. State whether CLEC Connect received all of these services, and identify any other services CLEC Connect received from Northern Valley. If your answer changes over time please identify the time periods during which various services were provided.**

Northern Valley objects to this Interrogatory on the grounds that the term "services" is vague, ambiguous and undefined. Thus, it is not possible for Northern Valley to unequivocally exclude that possibility that it may have provided to CLEC Connect what Sprint would consider to be other services beyond those identified herein.

Subject to and without waiving its General and Specific Objections, Northern Valley states that it provided DID connections, DID numbers, and ANI to CLEC Connect. Northern Valley also states that it provided the following additional services to CLEC Connect: SS7 signaling, installation of conferencing equipment, co-location and telecommunications rack space, dedicated Internet connectivity, electrical power, fire protection, and back-up power.

Northern Valley further states that, according to its good faith review of available records, CLEC Connect installed its first conference bridge in the Redfield CO in or about September 2007; connectivity was provided by 968 SIP Trunks until CLEC Connect's equipment was removed in May 2011.

**INTERROGATORY NO. 86: Northern Valley's Response to Sprint's Interrogatory No. 5 indicated that CLEC Connect had 968 SIP Trunks. Identify how the SIP Trunk quantities and any PRI Trunk capacities (if applicable) varied over time, if they did.**

Northern Valley incorporates its response to Interrogatory No. 85 as if fully set forth herein. Northern Valley further states that the quantities of SIP Trunks did not vary over time.



**INTERROGATORY NO. 87:** Northern Valley's Response to Sprint's Interrogatory No. 5 indicates all of CLEC Connect's bridges were located in Redfield. Was this true for all time periods? If not, identify the location of every CLEC Connect Bridge by month.

**RESPONSE:** Northern Valley states that all of CLEC Connect's bridges on Northern Valley's network were located in Redfield.

**INTERROGATORY NO. 88:** WITHDRAWN

**INTERROGATORY NO. 89:** WITHDRAWN

**INTERROGATORY NO. 90:** WITHDRAWN

**INTERROGATORY NO. 91:** Northern Valley's Response to Sprint's Interrogatory No. 5 indicated it was producing business records that set forth payments made by conference providers to Northern Valley. Sprint has reviewed Northern Valley's production and found no records reflecting any payments by CLEC Connect to Northern Valley. Please confirm that is correct or provide bates numbers of such payment records.

**RESPONSE:** Northern Valley objects to this request on the basis that it seeks information that is not relevant to the action.

Subject to and without waiving its General and Specific Objections, Northern Valley confirms that CLEC Connect did not tender separate payments. Rather, Northern Valley netted the amounts due from the amount of marketing fees Northern Valley paid to CLEC Connect.

**INTERROGATORY NO. 92:** WITHDRAWN


**INTERROGATORY NO. 93:** Identify the end user access charges (i.e., subscriber line charges) charged to CLEC Connect by Northern Valley for all months starting with Feb. 2007 and explain how those amounts were calculated.

**RESPONSE:** Northern Valley objects to this request on the basis that it seeks information that is not relevant to the action. Northern Valley further objects to the request on the basis that the phrases "end user access charges" and "subscriber line charges" are vague and ambiguous and subject to multiple interpretations. Northern Valley further objects to this request

**VERIFICATION**

I, James Groft, on behalf of Northern Valley Communications, LLC, hereby certify that the foregoing responses to interrogatories are true and correct to the best of my knowledge, information, and belief based on the information available to me after reasonable inquiry.

Dated: August 18, 2011

  
James Groft, CEO  
Northern Valley Communications, LLC