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March 8, 2012

**VIA EMAIL and
U.S. MAIL**

Darla Pollman Rogers
Riter, Rogers, Wattier & Northrup
P.O. Box 280
Pierre, SD 57501

Re: Intervention in SDN Application for Waiver of Switched Access Cost
GPNA File No. 08509.0016 TC 11-069

Dear Ms. Rogers:

I reviewed your email of February 20, 2012 and the attached "highly confidential" agreement. I must say that I have been hesitant about this "highly confidential" designation since you brought it up. I have agreed to attempt to proceed this way simply to prevent a need to file a Motion to Compel.

Still, having read your proposed highly confidential agreement, I have concerns whether this will work. I reviewed the proposal with my client and have attached to this letter a revised agreement in track changes. In reading this agreement, I believe you should keep several things in mind. First, in previous litigations, I have been able to get full disclosure of cost analysis, rate calculations and all supporting documents with a simple Confidentiality Agreement. I am not sure why SDN should be treated any differently than any other carrier.

In addition, it is my belief this spreadsheet is discoverable in this proceeding. I also believe the Commission would support the discovery of this spreadsheet using a simple Confidentiality Agreement. You have proposed this heightened approach as an attempt to resolve these discovery issues and perhaps narrow the scope of some of the questions without the need to file a Motion to Compel. While Sprint and I are willing to attempt this route simply to avoid the need for a Motion to Compel, it cannot be under such terms that it would tie our hands or restrict our ability to fully bring forth issues in this case. Therefore, a route must exist to place to place spreadsheet or information derived therefrom into evidence with simply a confidential designation. I have attempted to provide that route in the document.

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Also, you have missed several people who have already signed NDAs. I have included those names, but also provided a route where we could add people under the traditional method where we simply send you a NDA acknowledging that the individuals have been added. It is envisioned that we will need some other people to review the spreadsheet for a proper analysis. Until the spreadsheet is delivered, we will not know who that will be.

Again, while I am willing to approach this spreadsheet by granting it this new "highly confidential" classification for the purpose of trying to resolve these discovery issues, I am reticent about creating such a classification as these things have a way of popping up in the future where we get arguments that it has been done before so it can be done again. Because cost studies and cost analysis have readily been provided in discovery previously without objection as long as the confidentiality agreement is in place, I am not sure why we need this extra confidentiality agreement. As noted above though, I am willing to proceed this way to satisfy your concerns if this gets the matter moving towards some resolution of discovery.

Sincerely,



Talbot J. Wiczorek

TJW:klw
Enclosure
C: Client

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTAT NETWORK, LLC'S
APPLICATION FOR WAIVER OF
SWITCHED ACCESS COST STUDY

Docket No. TC11-069
STIPULATION TO DESIGNATE
MATERIALS AS HIGHLY
CONFIDENTIAL

COME NOW South Dakota Network, LLC ("SDN"), by and through its attorney, Darla Pollman Rogers, of Riter, Rogers, Wattier & Northrup, LLP, Pierre, South Dakota 57501, and Sprint Communications Company, L.P. ("Sprint"), by and through its attorney Talbot Wieczorek of Gunderson, Palmer, Nelson & Ashmore, LLP, Rapid City, South Dakota 57709, and hereby stipulate to the designation of certain confidential information as "Highly Confidential". This Stipulation is based on the following:

1. On June 7, 2011, SDN filed an application for waiver of the requirement to file a switched access cost study as required by Commission rule ARSD 20:10:27:07. Sprint was one of the parties to whom the Commission granted intervention in the docket, on July 21, 2011.

2. On or about August 8, 2011, Sprint executed a Confidentiality Agreement ("Agreement") in the docket. Said Agreement provides that because the parties participate in an extremely competitive business environment there was a desire to enter into an agreement for the purpose of protecting Confidential Information from competitors and from persons employed by Intervenors who could use the information in their normal job functions to the competitive disadvantage of the party providing the confidential information.

3. The Agreement specifically provided that "Designated Material" consists of documents, information, or other materials, and said Designated Material that is properly designated as Confidential Information will be treated in accordance with the terms of the

Agreement. The Agreement also provided that the parties to the Agreement may agree to modifications of the Agreement by stipulation.

4. On or about November 30, 2011, Sprint served on SDN Sprint's First Set of Data Requests, to which SDN responded on January 4, 2012. Thereafter, by letter dated January 24, 2012, Sprint notified SDN that it considered SDN's responses incomplete, and that Sprint would file a Motion to Compel if the parties could not resolve the discovery disputes through good faith efforts.

5. On February 17, 2012, Sprint and SDN engaged in a meet and confer conference call to discuss and attempt to resolve discovery issues. As part of this attempt, SDN proposed providing Sprint with a spreadsheet that may resolve many of Sprint's objections to SDN's responses. SDN believes the spreadsheet and information contained therein is highly confidential and needs additional protective measures, beyond those of "Designated Material" under the current Agreement.

4. In addition to the protective measures contained in the Agreement, SDN would request the following additional protective measures:

a) The spreadsheet be viewed and analyzed only by Talbot Wiczorek, Randy Farrar, Mary Ellen Hassell, Mark Koval, Bret Lawson and Diane Browning, who are the ~~two~~ people from Sprint that executed Exhibit A to the Confidentiality Agreement.

b) Sprint anticipates additional Sprint employees may need to review the spreadsheet to ensure a proper understanding of the spreadsheet. Sprint will notify SDN of any additional parties that Sprint wishes to review the information contained in the spreadsheet by providing an executed Exhibit A to the original Agreement, ~~and such~~

~~additional disclosures are subject to SDN's agreement thereto and further subject to execution by any additional parties of Exhibit A.~~

c) Initial Use of the spreadsheet and the information contained therein shall be limited to the good faith efforts of the parties to resolve discovery disputes in this docket, and for no other purposes. If the parties resolve their disputes, Sprint may maintain the spreadsheet to analyze the additional discovery. Once the pending action is resolved~~parties have determined whether and to what extent discovery disputes may be resolved~~, Sprint will immediately return or destroy all copies of said spreadsheet to SDN, regardless of the format received and/or duplicated internally by Sprint.

d) If the parties do not resolve their discovery disputes, Sprint shall retain all rights to pursue discovery available to it under the South Dakota Public Utilities rules or State law. Should Sprint file any pleading seeking to compel discovery, Sprint agrees not to file the spreadsheet but may refer to its existence, the types of information the spreadsheet provided and the information not provided.

e) If after reviewing the spreadsheet and discovery, Sprint believes the spreadsheet will be necessary for a complete hearing of the pending matter, Sprint shall so advise SDN that is believes the spreadsheet should only be subject to the standard confidentiality agreement previously approved by the parties. Should SDN not agree with Sprint's conclusion, Sprint must request the South Dakota Public Utilities Commission determine whether the spreadsheet may be used in the action subject to the standard confidentiality agreement.

5. The parties hereby stipulate and agree to the above additional protections for production of the highly confidential material contained in the spreadsheet heretofore discussed by the parties and produced by SDN in a good faith effort to resolve discovery disputes.

Dated this _____ day of February, 2012.

GUNDERSON, PALMER, NELSON, &
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