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January 6, 2006

RECEIVED

JAN 06 2006

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Patricia Van Gerpen, Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, South Dakota 57501

Re: DOCKET NO. CT05-001
COMPLAINT OF WWC AGAINST GOLDEN WEST COMPANIES
Our File Number 05-006C

Dear Ms. Van Gerpen:

Please find enclosed herein original and ten copies of the JOINT MOTION IN LIMINE of Golden West Companies and SDTA in the above-entitled docket.

By copy of this letter, I am also serving Talbot J. Wieczorek with a copy of the same.

Sincerely yours,



Darla Pollman Rogers
Attorney at Law

DPR/ph

Enclosures

CC: Talbot J. Wieczorek (with enclosure)
Rolayne Ailts Wiest (with enclosure)
Rich Coit (with enclosure)
Dennis Law (with enclosure)
Larry Thompson (with enclosure)

RECEIVED

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

JAN 06 2006

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE COMPLAINT
OF WWC LICENSE LLC AGAINST
GOLDEN WEST TELECOMMUNICA-
TIONS COOPERATIVE, INC.; VIVIAN
TELEPHONE COMPANY; SIOUX VAL-
LEY TELEPHONE COMPANY; UNION
TELEPHONE COMPANY; ARMOUR
INDEPENDENT TELEPHONE COM-
PANY; BRIDGEWATER-CANISTOTA
INDEPENDENT TELEPHONE COM-
PANY; AND KADOKA TELEPHONE
COMPANY

DOCKET NO. CT05-001

JOINT
MOTION IN LIMINE

COME NOW the above-named Respondents (“Golden West Companies”), by and through their attorney, Darla Pollman Rogers, and Intervenor South Dakota Telephone Association (“SDTA”) by and through its attorney, Richard Coit, and jointly move the Commission for an Order barring any questions, opening statements, arguments, testimony or evidence in connection with either of the areas listed below without prior notice to the Commission and without first obtaining a ruling from the Commission:

1. Any contracts or agreements signed prior to the Reciprocal Interconnection Transport and Termination Agreement (“Interconnection Agreement”) approved on May 13, 2004, which is the subject matter of this docket, including but not limited to the Western Wireless - South Dakota RTC Settlement Agreement (“Settlement Agreement”), dated March 1, 2003.

2. Any evidence in reference to negotiations or conversations, electronic, written, or verbal, that led to the execution of the Interconnection Agreement.

State law indicates that execution of a contract in writing supersedes all the oral negotiations or stipulations concerning its matter, which preceded or accompanied the execution of the instrument. SDCL 53-8-5. Parol testimony is inadmissible to vary, contradict, or to add to a contract, which has been reduced to writing, which is clear, definite and complete. In absence of fraud, mistake or accident, it shall be presumed that a written agreement expresses final intention of the parties on the subject matter of the contract. Northwestern Public Service Co. v. Chicago & N.W. Ry. Co., 210 NW2d 158 (SD 1973). When the terms of a negotiated agreement are clear and unambiguous, and the agreement actually addresses subjects that it is expected to cover, there is no need to go beyond the four corners of the contract. In re Establishment of Switched Access Rates for U.S. West Communications, Inc., 200 SD 140, 618 NW2d 847.

In addition, the Interconnection Agreement clearly dictates that this Agreement supersedes all prior agreements, negotiations, and discussion. It states:

Complete Terms – This Agreement together with its appendices and exhibits constitutes the entire agreement regarding the exchange and compensation for Local Traffic between the Parties and supersedes all prior discussions, representations or oral understandings reached between the Parties. Appendices and exhibits referred to herein are deemed attached hereto and incorporated by reference. Neither Party shall be bound by any amendment, modification or additional terms unless it is reduced to writing signed by an authorized representative of the Party sought to be bound. Interconnection Agreement, Section 14.18.

The Agreement further states:

This agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party. Interconnection Agreement, Section 14.19.

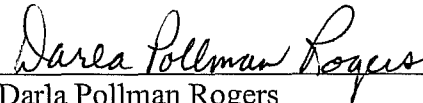
Golden West Companies and SDTA believe that WWC License LLC (“WWC”) intends to argue that Section 2.1 of the Interconnection Agreement is ambiguous because it does not mirror the language in the Settlement Agreement negotiated be-

tween the parties relating to the InterMTA Factor. There is no ambiguity in Section 2.1 of the Interconnection Agreement, and it must be interpreted as written. It states that “Local Traffic is subject to local Transport and Termination charges as described in Appendix A. InterMTA Traffic is subject to Telephone Company’s interstate or intrastate access charges.” (Emphasis added). In addition, Section 5 of the Interconnection Agreement, speaking to “Transport and Termination Compensation,” includes language providing that the “Telephone Company’s access charges apply to the termination of InterMTA traffic.” There is no language in the Agreement suggesting that these provisions work to limit InterMTA traffic compensation to only interstate switched access charges.

Any argument by WWC that the provisions of the Interconnection Agreement only permit the assessment of interstate switched access charges to terminated InterMTA traffic is completely unfounded. The clear and unambiguous language of the Interconnection Agreement directs otherwise and is controlling. The role of the Commission is not to relieve parties of what they may later perceive as a “bad bargain.” Milligan v. Waldo, 620 NW 2d 377, 380, 2001 SD 2, ¶12.

WHEREFORE, the Respondents and SDTA request that the Joint Motion in Limine be granted.

Dated this sixth day of January, 2006.



Darla Pollman Rogers
Margo D. Northrup
Riter, Rogers, Wattier & Brown, LLP
P. O. Box 280
Pierre, South Dakota 57501
Attorneys for Respondents

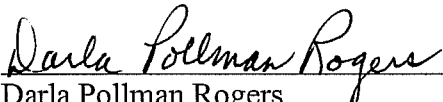
Richard D. Coit, Executive Director
South Dakota Telecommunications Ass’n
P. O. Box 57
Pierre, South Dakota 57501

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing JOINT MOTION IN LIMINE was served via the method(s) indicated below, on the sixth day of January, 2006, addressed to:

Talbot J. Wiczorek	(X)	First Class Mail
Gunderson, Palmer, Goodsell & Nelson, LLP	()	Hand Delivery
P. O. Box 8045	()	Facsimile
Rapid City, South Dakota 57709	()	Overnight Delivery
	(X)	E-Mail
Rolayne Ailts Wiest, General Counsel	(X)	First Class Mail
South Dakota Public Utilities Commission	()	Hand Delivery
500 East Capitol Avenue	()	Facsimile
Pierre, South Dakota 57501	()	Overnight Delivery
	(X)	E-Mail
Richard D. Coit, Executive Director	(X)	First Class Mail
South Dakota Telecommunications Ass'n	()	Hand Delivery
P. O. Box 57	()	Facsimile
Pierre, South Dakota 57501	()	Overnight Delivery
	(X)	E-Mail

Dated this sixth day of January, 2006.



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