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SOUTH DAKOTA, NORTH DAKOTA, NEBRASKA
COLORADO, MONTANA, WYOMING & MINNESOTA

February 15, 2004

RECEIVED

FEB 16 2005

NEXT DAY DELIVERY

Pamela Bonrud
Executive Director
SD Public Utilities Commission
500 E Capitol Avenue
Pierre SD 57501

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: WWC's Complaint against Golden West, et al.
Docket TC05- _____ GPGN File No. 5925.050089

Dear Ms. Bonrud:

Enclosed please for filing, please find the original plus ten copies of a Complaint by WWC License LLC against:

- Golden West Telecommunications Cooperative
Vivian Telephone Company
Sioux Valley Telephone Company
Union Telephone Company
Armour Independent Telephone Co.
Bridgewater-Canistota Telephone Company
Kadoka Telephone Co.

Please note the Complaint contains the addresses of all companies in Exhibit A. Further, Exhibit B has been stamped confidential. Exhibit B is confidential information in that the information in Exhibit B, in conjunction with publicly available information, could be used to calculate traffic patterns of WWC's customer base. I request confidential treatment of the information for five years. I may be contacted regarding information concerning this confidential request. The statutory and common law grounds for this confidentiality request arise out of the fact that it contains proprietary business information.

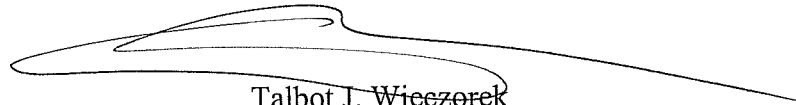
Post-it® Fax Note 7671
Date 3/3/05 # of pages
To Mary Laknes From Kellaine
Co./Dept. Co.
Phone # Phone #
Fax # Fax #

GUNDERSON, PALMER, GOODSSELL & NELSON, LLP

Pamela Bonrud
February 15, 2004
Page 2

Please feel free to contact me with any questions regarding the complaint.

Sincerely,



Talbot J. Wiczorek

TJW:klw
Enclosures
c: (w Encl)

Darla Pollman Rogers
Dennis Law
George Strandell
Client

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

FEB 16 2005

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

In the Matter of the Complaint)
WWC License LLC against)
Golden West Telecommunications Cooperative,)
Inc.;)
Vivian Telephone Company;)
Sioux Valley Telephone Company;)
Union Telephone Company;)
Armour Independent Telephone Company;)
Bridgewater-Canistota Independent Telephone)
Company; and)
Kadoka Telephone Company)

DOCKET NO. TC05 - _____

COMPLAINT

WWC License LLC, of 3650 131st Avenue SE, Suite 400, Bellevue, Washington 98006 (hereinafter "WWC"), by and through its attorney, Talbot J. Wiczorek of Gunderson, Palmer, Goodsell & Nelson, LLP, hereby submits this complaint against the above-listed companies for charging more than the rates approved by this Commission when the state approved the Interconnection Agreement pursuant to 47 U.S.C. § 252(e). This is a complaint pursuant to A.R.S.D. 20:10:01:07.01 and SDCL Chapter 49-13.

1. This complaint is against Golden West Telecommunications Cooperative, Inc; Vivian Telephone Company; Sioux Valley Telephone Company; Union Telephone Company; Armour Independent Telephone Company; Bridgewater-Canistota Independent Telephone Company; and Kadoka Telephone Company (hereinafter collectively referred to as "Golden West and its affiliated companies"), whose respective addresses are listed on attached Exhibit A, said exhibit incorporated herein by this reference.

2. On May 13, 2004, the Public Utilities Commission of the State of South Dakota approved a Reciprocal Interconnection, Transport and Termination Agreement (hereinafter "Interconnection Agreement") between WWC and Golden West Telecommunications

Cooperative, Inc. In addition, the Commission approved agreements with identical terms, except rates, between WWC and Golden West's affiliated companies on the following dates:

Company	Date
Vivian Telephone Company	June 30, 2004
Sioux Valley Telephone Company	October 20, 1004
Union Telephone Company	August 26, 2004
Armour Independent Telephone Co.	August 26, 2004
Bridgewater-Canistota Telephone Company	August 26, 2004
Kadoka Telephone Co.	May 13, 2004

3. Contained in the Interconnection Agreements approved by the Commission was a Governing Law section. That section, Section 14.16, sets forth in part as follows:

For all claims under this Agreement that are based upon the issues within the jurisdiction of the Commission or governed by state law, the parties agree that the jurisdiction for all such claims shall be with such Commission, and the remedy for such claim shall be as provided for by such Commission.

4. While the Commission approved the Interconnection Agreements during 2004, pursuant to the terms of the agreements, the effective date for the rates was retroactive to January 1, 2003. See paragraph 13.1 of the Interconnection Agreements.

5. The previous Interconnection Agreements terminated on December 31, 2002. While negotiating the Interconnection Agreements that the Commission approved in 2004, all parties acknowledged that the rates would be less than the previous existing agreement and, further, that while the new agreement would be deemed effective January 1, 2003, WWC continued to pay under the old rates until the new rates were determined and approved by the Commission.

6. Since the approval by the Commission of the Interconnection Agreements between WWC and Golden West and its affiliated companies, WWC has sought to be reimbursed the overpayments it made in good faith during the negotiations of the Interconnection Agreements.

7. WWC has calculated the refund amount due, plus interest on those overpayments, using the rate established for late payments under paragraph 7.24 of the Interconnection Agreements, as being in excess of \$637,000. The amount more particularly broken out by the company is as follows:

	Refund Due	Interest Due	Amount Due to Western Wireless
Golden West Telecommunications	\$ 271,597.71	\$ 81,415.78	\$353,013.49
Vivian Telephone	\$ 140,275.39	\$ 42,322.61	\$182,598.00
Sioux Valley Telephone	\$ 50,296.05	\$ 14,771.03	\$ 65,067.08
Union Telephone	\$ 15,565.27	\$ 4,528.13	\$ 20,093.40
Armour Independent Telephone	\$ 10,822.44	\$ 3,127.64	\$ 13,950.08
Bridgewater-Canistota Telephone	\$ 6,063.65	\$ 2,125.06	\$ 8,188.71
Kadoka Telephone	\$ 2,640.61	\$ 1,014.62	\$ 3,655.23
Total			\$646,565.99

See also Exhibit B – Spreadsheets illustrating payments and calculations.

8. Golden West and its affiliated companies have acknowledged overpayments in excess of \$535,000 but have refused to reimburse the money, instead, taking the position that they will not return the money but simply credit the funds against future obligations of WWC while not providing any interest on those funds.

9. That Golden West and its affiliates have acknowledged principal amounts due as set forth in a letter from Dennis Law, Regional Manager, Golden West Telecommunications to Ron Williams, Western Wireless Corporation, dated December 1, 2004. A true and correct copy is hereby attached Exhibit C.

10. Golden West and its affiliates received significant benefit from WWC paying a rate higher than a rate everyone acknowledged would be a final rate under the new Interconnection Agreements. Golden West and its affiliated companies have had the use of this money since payment, in some cases, over two years.

11. Golden West and its affiliated companies will be unjustly enriched if they are not

immediately ordered to pay back the overpayments with interest as South Dakota law implies a contract obligating Golden West and its affiliated companies to compensate WWC for the value of the benefit conferred, the overpayments, plus interest on those overpayments. See Hofeldt v. Mehling, 2003 SD 25, ¶ 15,16, 658 N.W.2d 783. See also Action Mechanical, Inc. v. Deadwood Historical Preservation Committee, 2002 SD 121, ¶ 21, 652 N.W.2d 742, 750 Juttelsta v. Juttelsta, 1998 SD 121, ¶ 19, 558 N.W.2d 447.

12. Golden West and its affiliated companies cannot, pursuant to 47 U.S.C. §§ 251-252, collect a rate higher than the rate approved by the State Commission under 47 U.S.C. § 252(e).

13. Golden West and its affiliated companies' refusal to refund amounts of overpayment, plus interest on the overpayment, results in them receiving a rate in excess of the approved rate of the Interconnection Agreements constituting a violation of law and their obligations under the law as Golden West and its affiliated companies have collected more than the approved rate in violation of 47 U.S.C. § 251-252 and other applicable federal and state law. As such, SDCL § 49-13-14.1 provides that Golden West and its affiliated companies are liable to WWC for twice the amount of the damages sustained by WWC and also liable for the costs of this action and reasonable attorney's fees incurred by WWC.

14. In 2004, WWC requested Golden West and its affiliates to refund the money. WWC again provided notice of the claim pursuant to SDCL § 49-13-14.2 and more than thirty (30) days has expired before the bringing of this suit, (see letter of Ron Williams dated January 14, 2004 and attached hereto as Exhibit D), thus entitling WWC to double its damages as provided for under SDCL § 49-13-14.1.

WHEREFORE, WWC requests relief in the following manner:

1. The Commission immediately order Golden West and its affiliated companies

to pay WWC the following amounts:

Golden West Telecommunications Cooperative, Inc.	\$353,013.49
Vivian Telephone Company	\$182,598.00
Sioux Valley Telephone Company	\$ 65,067.08
Union Telephone Company	\$ 20,093.40
Armour Independent Telephone Co.	\$ 13,950.08
Bridgewater-Canistota Telephone Company	\$ 8,188.71
Kadoka Telephone Co.	\$ 3,655.23

2. For double the damages suffered by WWC pursuant to SDCL § 49-13-14.1;
3. For WWC's attorney's fees incurred pursuant to SDCL § 49-13-14.1; and
4. That the Commission grant WWC such other and further relief that may be

proper or equitable.

Dated this 15 day of February, 2005.

WWC LICENSE LLC

By: 

Talbot J. Wiczorek

Its: Attorney

WWC License LLC, hereby affirms that the statement of facts above are accurate to the best of its knowledge.

WWC LICENSE LLC

By: 

Talbot J. Wiczorek

Its: Attorney

GUNDERSON, PALMER, GOODSSELL
& NELSON, LLP
PO Box 8045
Rapid City SD 57709
1-605-342-1078

Golden West Telecommunications Cooperative	415 Crown Street Wall, SD 57790
Vivian Telephone Company	415 Crown Street Wall, SD 57790
Sioux Valley Telephone Company	525 East Fourth Street Dell Rapids, SD 57022
Union Telephone Company	PO Box 460 Hartford, SD 57033
Armour Independent Telephone Company	PO Box 460 Hartford, SD 57033
Bridgewater-Canistota Independent Telephone Company	PO Box 460 Hartford, SD 57033
Kadoka Telephone Company	P.O. Box 220 820 Main Street Kadoka, SD 57543

EXHIBIT A

CONFIDENTIAL

#1

525 East Fourth Street
P. O. Box 98
Dell Rapids, SD 57022



SIoux VALLEY

TELEPHONE COMPANY

(605) 428-5421
1 (800) 952-3566
Fax (605) 428-3132

December 1, 2004

Ron Williams
Western Wireless Corporation
3650 131st Avenue, SE
Bellevue, WA 98006

VIA UPS OVERNIGHT DELIVERY 1Z 571 305 13 4681 3133

Dear Mr. Williams,

On behalf of all Golden West Telecommunications companies operating in South Dakota, I am writing to inform you that we have completed calculations of the credits due Western Wireless based on the current "Reciprocal Interconnection, Transport and Termination Agreement" executed between each company and Western Wireless.

The credit amounts cover telecommunications traffic exchanged during the period of January 1, 2003 through May 22, 2004 (February 2003 through June 2004 billing cycles) for the following companies:

<u>Company</u>	<u>Credit Amount</u>
Golden West Telecommunications Coop.	\$298,380.32
Vivian Telephone Company	\$155,490.18
Sioux Valley Telephone Company	\$ 49,833.02
Union Telephone Company	\$ 14,610.54
Armour Independent Telephone Co.	\$ 10,797.83
Bridgewater-Canistota Telephone Co.	\$ 5,721.77
Kadoka Telephone Company	\$ 2,722.25

The credit amount of each company will be reflected on the invoices issued by each respective company to Western Wireless on a monthly basis until the total amount is fully credited. This will be applied beginning with the December 2004 invoice(s).

If you have any questions, please contact me at (605) 428-5421.

Sincerely,

Dennis Law
Regional Manager
Golden West Telecommunications

Cc: Darla Rogers
George Strandell
Ben Dickens



14 January 2005

Mr. Dennis Law
Regional Manager
Golden West Telecommunications
525 East Fourth Street
Dell Rapids, South Dakota 57022

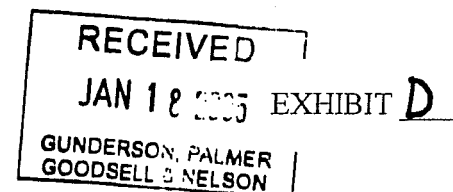
Subject: Demand for Refund of Overpayments and Accumulated Interest

Dear Mr. Law,

Western Wireless is in receipt of your letter dated December 1, 2004 regarding Golden West calculations of money due to Western Wireless from Golden West and its affiliated companies as of June 2004. While Western Wireless does not necessarily concur in the accuracy of Golden West's calculations, Western Wireless does accept that the amounts in your letter are the minimum undisputed amounts due to Western Wireless as of June 2004.

Your offer that "the credit amount of each company will be reflected on the invoices issued by each respective company to Western Wireless on a monthly basis until the total amount is fully credited" is unacceptable. The Golden West companies have had use of a substantial amount of Western Wireless' funds for two years and have not compensated Western Wireless for the use of those funds. Western Wireless made good faith payments of Golden West invoices that were based on high rates associated with a terminated interconnection agreement while the terms of our new interconnection agreement were resolved. These payments were made by Western Wireless and accepted by the Golden West companies with the knowledge that any over payment would be reimbursed upon completion of the new interconnection agreement. It is now time for Golden West to operate in good faith.

Western Wireless requests that Golden West make an immediate cash refund of all outstanding credit amounts plus the accrued interest on those credit balances. The terms of the interconnection agreement provide for the rate of 1.5% per month (paragraph 7.2.4). Western Wireless has calculated the amounts due through June 2004 from each of the Golden West companies as follows:

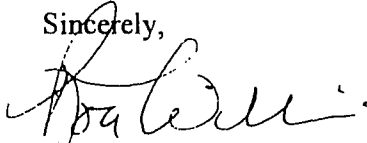


	Refund Due	Interest Due	Amount Due to Western Wireless
Golden West Telecommunications	\$ 304,270.88	\$ 43,670.81	\$ 347,941.69
Vivian Telephone	\$ 158,396.22	\$ 22,694.45	\$ 181,090.67
Sioux Valley Telephone	\$ 54,198.18	\$ 7,957.84	\$ 62,156.02
Union Telephone	\$ 17,226.23	\$ 2,396.44	\$ 19,622.67
Armour Independent Telephone	\$ 11,540.18	\$ 1,685.18	\$ 13,225.36
Bridgewater-Canistota Telephone	\$ 7,988.61	\$ 1,148.63	\$ 9,137.24
Kadoka Telephone	\$ 3,988.72	\$ 536.46	\$ 4,525.18
Total			\$ 637,698.83

Failure to provide a refund of these outstanding credit balances to Western Wireless by January 31, 2005 will move Western Wireless to seek recovery and penalty through legal process.

Please contact me as soon as possible to confirm Golden West's compliance with this request.

Sincerely,



Ron Williams
Director - InterCarrier Relations

cc: Talbot Wiczorek