

GUNDERSON, PALMER, GOODSSELL & NELSON, LLP**ATTORNEYS AT LAW**

J. CRISMAN PALMER
 G. VERNE GOODSSELL
 JAMES S. NELSON
 DANIEL E. ASHMORE
 TERENCE R. QUINN
 DONALD P. KNUDSEN
 PATRICK G. GOETZINGER
 TALBOT J. WIECZOREK
 MARK J. CONNOT
 JENNIFER K. TRUCANO
 MARTY J. JACKLEY

ASSURANT BUILDING
 440 MT. RUSHMORE ROAD
 POST OFFICE BOX 8045
 RAPID CITY, SOUTH DAKOTA 57709-8045
 TELEPHONE (605) 342-1078 • FAX (605) 342-0480
 www.gundersonpalmer.com

ATTORNEYS LICENSED TO PRACTICE IN
 SOUTH DAKOTA, NORTH DAKOTA, NEBRASKA
 COLORADO, MONTANA, WYOMING & MINNESOTA

DAVID E. LUST
 THOMAS E. SIMMONS
 TERRI LEE WILLIAMS
 PAMELA SNYDER-VARNS
 SARA FRANKENSTEIN
 AMY K. SCHULTZ
 JASON M. SMILEY
 SHANE C. PENFIELD
 WYNN A. GUNDERSON
Of Counsel

March 18, 2005

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

RECEIVED

MAR 21 2005

**SOUTH DAKOTA PUBLIC
 UTILITIES COMMISSION**

RE: WWC's Complaint against Golden West, et al.
 Docket CT05- _____

Dear Ms. Bonrud:

Enclosed please for filing, please find the original plus ten copies of a Complaint by WWC License LLC against Venture Communications Cooperative.

Please note the Complaint contains the addresses of the company 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.

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

Sincerely,



Talbot J. Wieczorek

TJW:klw
 Enclosures
 c: (w Encl)

Darla Pollman Rogers
 Randy Houdek
 Client

RECEIVED

MAR 21 2005

SOUTH DAKOTA PUBL
UTILITIES COMMISSIO

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

In the Matter of the Complaint)
WWC License LLC against)
VENTURE COMMUNICATIONS) DOCKET NO. CT05 - _____
COOPERATIVE)
) 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 Venture Communications Cooperative pursuant to A.R.S.D. 20:10:01:07.01 and SDCL Chapter 49-13.

1. This complaint is against Venture Communications Cooperative (hereinafter "Venture") whose respective address is listed on attached Exhibit A, said exhibit incorporated herein by this reference.

2. On April 5, 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 Venture.

3. Contained in the Interconnection Agreement 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 Agreement in April 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 Agreement.

5. The previous Interconnection Agreement terminated on December 31, 2002. While negotiating the Interconnection Agreement 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 Agreement between WWC and Venture, WWC has sought to be reimbursed the overpayments it made in good faith during the negotiations of the Interconnection Agreement.

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 Agreement, as being in excess of \$114,941.62. See also Exhibit B – Spreadsheets illustrating payments and calculations.

8. Venture has refused to reimburse the money, instead, taking the position that it will not return the money but simply credit the funds against future obligations of WWC while not providing any interest on those funds.

9. Venture received significant benefit from WWC paying a rate higher than a rate everyone acknowledged would be a final rate under the new Interconnection Agreement. Venture has had the use of this money since payment.

10. Venture will be unjustly enriched if it is not immediately ordered to pay back the overpayments with interest as South Dakota law implies a contract obligating Venture 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.

11. Venture 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).

12. Venture's refusal to refund amounts of overpayment, plus interest on the overpayment, results in it receiving a rate in excess of the approved rate of the Interconnection Agreement constituting a violation of law and its obligations under the law as Venture has 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 Venture is 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.

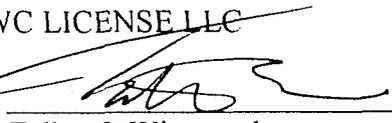
13. In 2004, WWC requested Venture refund the money. WWC again provided notice of the claim pursuant to SDCL § 49-13-14.2 and more than thirty (30) days has expired before the bringing of this action, (see letter dated February 14, 2005 and attached hereto as Exhibit C), thus, entitling WWC to double its damages as provided for under SDCL § 49-13-14.1.

WHEREFORE, WWC requests relief in the following manner:

1. The Commission immediately order Venture to pay WWC \$114,941.62.
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 18 day of March, 2005.

WWC LICENSE LLC

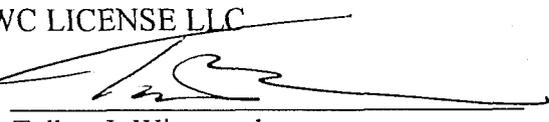
By: 

Talbot J. Wieczorek

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. Wieczorek

Its: Attorney

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

Venture Communications Cooperative
Randy Houdek
PO Box 157
218 Commercial Avenue, SE
Highmore, SD 57345-0157

Attorney:

Darla Pollman Rogers
Riter, Rogers, Wattier & Brown LLP
PO Box 280
319 South Coteau Street
Pierre, SD 57501
605-224-7889 fax: 605-224-7102
email: dprogers@riterlaw.com

EXHIBIT A

CONFIDENTIAL

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GUNDERSON, PALMER, GOODSSELL & NELSON, LLP

ATTORNEYS AT LAW

J. CRISMAN PALMER
G. VERNÉ GOODSSELL
JAMES S. NELSON
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JASON M. SMILEY
SHANE C. PENFIELD

WYNN A. GUNDERSON
Of Counsel

February 14, 2005

VIA FAX 1-605-852-2404

Randy Houdek
Venture Communication Cooperative
P.O. Box 157
218 Commercial Avenue, SE
Highmore, SD 57345-0157

Dear Mr. Houdek:

This letter is to serve as demand for repayment pursuant to SDCL § 49-13-14.2. Currently, Venture Communications Cooperative owes WWC License LLC (WWC) \$114,941.62, with interest still accruing.

As you well know, during the negotiations of the current Interconnection Agreement, WWC continued to pay the old rates under the Reciprocal Interconnection, Transport and Termination Agreement that expired on December 31, 2002. WWC did this with the understanding that the rates would be renegotiated and a new Reciprocal Interconnection, Transport and Termination Agreement would be reached. You agreed to a new Reciprocal Interconnection, Transport and Termination Agreement, including lower rates. That new Reciprocal Interconnection, Transport and Termination Agreement was approved by the PUC on April 5, 2004, and by its terms applied retroactively resulting in a significant overpayment by WWC. You have failed to refund this overpayment with appropriate interest.

Attached hereto is a matrix showing the overpayments by month and interest accrued to date. The principal amount due to WWC from Venture Communications Cooperative is currently \$74,427.11 with accrued interest of \$40,514.51 for a total of \$114,941.62. Interest has been calculated using the agreed upon 1.5 percent rate for unpaid amounts as set forth under the currently existing and approved Reciprocal Interconnection, Transport and Termination Agreement.

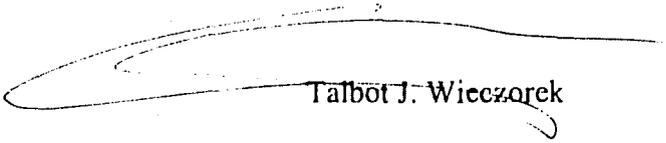
EXHIBIT C

GUNDERSON, PALMER, GOODSSELL & NELSON, LLP

Randy Houdek
February 14, 2005
Page 2

The interest calculated is only to the end of January. Please make payment immediately to avoid the necessity of bringing a suit. If the suit is required, pursuant to SDCL § 49-13-14.1, WWC is entitled to twice the amount of its damages, attorney's fees and costs. If you have any questions regarding this letter or the amount due, please direct the questions to me. Any payments less than the demand will not be deemed a payment in full.

Sincerely,



Talbot J. Wiczorek

TJW:klw
Enclosure
c: Client