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January 9, 2007

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Mr. Talbot Wieczorek  
Gunderson, Palmer, Goodsell & Nelson  
PO Box 8045  
Rapid City, SD 57709-8045

RE: *In the Matter of Sprint Communications Company L.P.'s Petition for Consolidated  
Arbitration – TC06-175  
Discovery Responses*

Dear Mr. Wieczorek:

Please find enclosed Interstate Telecommunications Cooperative, Inc.'s Motion to Compel Discovery of Sprint Communications Company L.P. This is intended as service upon you via electronic mail and regular United States mail. If you have any questions regarding the enclosed, please do not hesitate to contact me.

Best regards.

Sincerely,

CUTLER & DONAHOE, LLP

*Meredith A. Moore*

Meredith A. Moore  
For the Firm

MAM/jlh

Enclosures

cc (via email): Ms. Patricia Van Gerpen

Ms. Kara Van Bockern

Mr. Harlan Best

Ms. Diane Browning

Ms. Monica Barona

**STATE OF SOUTH DAKOTA  
PUBLIC UTILITIES COMMISSION**

In the Matter of Sprint Communications	)	
Company L.P.'s Petition for Consolidated	)	
Arbitration Pursuant to Section 252(b) of the	)	Docket No. TC06-175
Communications Act of 1934, as Amended by	)	
The Telecommunications Act of 1996, and The	)	
Applicable State Laws for Rates, Terms and	)	
Conditions of Interconnection with Interstate	)	
Telecommunications Cooperative.	)	

**INTERSTATE TELECOMMUNICATIONS COOPERATIVE, INC.'S MOTION TO  
COMPEL DISCOVERY FROM SPRINT COMMUNICATIONS COMPANY L.P.**

Interstate Telecommunications Cooperative, Inc. ("ITC") moves the South Dakota Public Utility Commission ("Commission") to compel discovery ("Motion") from Sprint Communications Company L.P. ("Sprint"). For the reasons stated herein, Sprint should be compelled to provide full and complete responses to discovery and to produce the documents being requested by ITC. The basis of this Motion is that the Sprint's responses and documents produced to ITC's discovery requests are not responsive and complete in several respects. A copy of the ITC requests and Sprint responses is attached as Exhibit A. Sprint's current responses and objections, if allowed to stand, undermine the proper and complete development of the record upon which the Commission will be required to base its decision in this proceeding.

In an attempt to settle all discovery matters, ITC provided to Sprint a letter dated December 29, 2006 outlining the responses of Sprint that were insufficient. This letter is attached as Exhibit B. In response, Sprint sent an email dated January 2, 2006. (*See Exhibit C.*) The email from Sprint committed to providing a verification and an additional review of the requests by Sprint. Sprint provided a verification and some limited additional information by email on January 8, 2007. (*See Exhibit D.*) Additionally, on January 8, 2007, Sprint provided

additional responses to part of the discovery requests. This supplemental information is attached as Exhibit E.

Unfortunately, and as a result of Sprint's position to not properly respond to discovery, there are a significant number of important discovery requests addressed by this Motion. Accordingly, for the Commission's convenience, ITC has organized its Motion on the basis of each such request and ITC requests the Commission, by order, to compel Sprint to respond completely.

**I. No Verification**

A verification of Sprint's responses is required pursuant to the applicable rules of discovery. No verification was provided with the original responses. On January 8, 2007, Sprint provided a verification.

**Relief Requested:** No Commission action is necessary.

**II. Interrogatory No. 7**

Interrogatory No. 7 stated: Identify all agreements between Sprint and MCC ("Sprint-MCC Agreements") and any agreements between Sprint and any other entity similar relationships in South Dakota.

Sprint objected to Interrogatory No. 7 and refused to identify the agreements between Sprint and MCC on two grounds:

- a. That the information can not be adequately protected by a Protective Order; and
- b. That any contractual relationship between Sprint and third parties (including MCC) are not relevant to this proceeding.

Sprint then responded that no agreements exist for any companies in South Dakota except for MCC. Sprint did not identify the agreements with MCC.

The objections by Sprint are without basis. Sprint should be ordered to respond completely to the discovery request.

First, Sprint's objection regarding the protection of alleged confidential information is incorrect. The identification of the agreement (*i.e.*, providing the title, date, names of parties, etc.) is not confidential. Clearly, Sprint has stated in Sprint's arbitration petition that at least one agreement exists between Sprint and MCC Telephony of the Midwest, Inc. d/b/a Mediacom ("MCC"). Providing information that identifies each agreement cannot, therefore, possibly be confidential. Additionally, even if this identification information were confidential, the Commission is well aware of its order establishing a protective order in this proceeding. Sprint stipulated to the scope of the protective order and the Commission should not permit Sprint to delay the arbitration process and hinder the discovery of relevant information where the parties and the Commission have contemplated the exchange of alleged to be confidential information through the procedures established in the stipulated protective order.

Second, Sprint's objection based on relevancy is also without basis. As the Commission is well aware, the discovery standard that is applicable to this Motion is broad and liberally construed. Specifically, the discovery standards applicable to this proceeding are "the same manner as in the circuit courts of this state" (Admin. R. S.D. 20:10:01:22.01 (1998)), and the scope of discovery allowed in circuit courts, as provided for in SDCL § 15-6-26(b) states:

15-6-26(b). Scope of discovery. Unless otherwise limited by order of the court in accordance with these rules, the scope of discovery is as follows:

(1) In general. Parties may obtain discovery regarding any matter, not privileged, ***which is relevant to the subject matter involved in the pending action***, whether it relates to the claim or defense of the party seeking discovery or to the claim or defense of any other party, including the existence, description, nature, custody, condition and location of any books, documents, or other tangible things and the identity and location of persons having knowledge of any discoverable matter. It is not ground for objection that the information sought will be inadmissible at the trial ***if the information sought appears reasonably calculated to lead to the discovery of admissible evidence***. (Emphasis added.)

This standard was interpreted by the South Dakota Supreme Court in *Kaarup v. St. Paul Fire and Marine Ins. Co.*, 436 N.W.2d 17, 20 (S.D. 1989):

The proper standard for ruling on a discovery motion is whether the information sought is ‘relevant to the subject matter involved in the pending action . . .’ SDCL 15-6-26(b)(1). This phraseology implies a broad construction of ‘relevancy’ at the discovery stage because one of the purposes of discovery is to examine information that may lead to admissible evidence at trial. 8 C. Wright and A. Miller, *supra* § 2008.

*Kaarup*, 436 N.W.2d at 20.

In this proceeding, it is clear that Sprint is not directly serving any end user customers in ITC’s service area. Instead, MCC (*see* certification request pending before the Commission in Docket No. TC06-189) is the company that is directly serving customers and competing with ITC, and, according to Sprint’s contentions, will be the entity with which Sprint suggests that it will “jointly provide” service. (*See* Exhibit A, Sprint Response to Interrogatory 6.) One of the central issues in this arbitration is understanding why MCC, the entity providing service in the ITC local exchange area, has not requested interconnection with ITC and whether Sprint, under applicable law, has the legal authority to require ITC to interconnect with Sprint for a different carrier’s (MCC) customers.

Likewise, Sprint contends that it is somehow “jointly” providing service with MCC and that the relationship Sprint has with MCC is central to that service. A review of the agreement between MCC and Sprint should assist ITC in testing the validity of Sprint’s contentions as the agreement, presumably, establishes the contractual terms and conditions under which Sprint and MCC have agreed to operate with each other.

Although wanting to shield parts of its relationship with MCC, Sprint does not shy away from trumpeting that relationship when it is convenient. For example, see paragraph 23 of the arbitration petition which demonstrates Sprint’s reliance on MCC and states:

23. In this Arbitration, Sprint is seeking to interconnect with Interstate to offer competitive alternatives for voice services to consumers in South Dakota through a business model in which Sprint, together with other competitive service providers, provides local voice service to those consumers. Specifically, in South Dakota, Sprint has entered into a business arrangement with MCC Telephony, Inc. to support its South Dakota affiliate's (MCC Telephone of the Midwest, Inc.) ("MCC") offering of local and long distance voice services to the general public in the service territories of Interstate. This relationship enables MCC to enter and compete in the local and long distance voice market without having to "build" a complete telephone company. It allows Sprint to enter and compete in the local and long distance voice markets in Interstate's exchanges without having to lease last mile loops or unbundled network elements from Interstate.

Thus, Sprint has opened the door to understanding Sprint's relationship with MCC. Sprint cannot now object to an inquiry regarding that relationship. In summary, the MCC-Sprint relationship is revealed in the arbitration petition and Sprint clearly references and relies upon agreements between Sprint and MCC. The above section from the arbitration petition, as well as additional sections, demonstrate that a full understanding and evaluation of the "relationship" between Sprint and MCC is an integral, necessary and substantial part of understanding whether Sprint may, under applicable law, require interconnection between Sprint and ITC for the end user customers of a different (MCC) carrier, as well as how that relationship should properly be characterized.

To suggest, therefore, as Sprint does, that this relationship is irrelevant, flies in the face of rational advocacy. The Sprint-MCC "relationship" is relevant to this arbitration proceeding and has been raised by Sprint itself; the information requested by Interrogatory No. 7 amply meets the governing standard for the scope of discovery applicable to this proceeding. Sprint's attempt to withhold relevant information is improper and cannot be allowed by the Commission.

**Relief Requested:** The Commission is requested to order Sprint to fully respond to Interrogatory No. 7 by identify the agreement or agreements that exist between Sprint and MCC.

### **III. Document Request No. 2**

Document Request No. 2 stated: Please produce copies of all tariffs, contract carrier agreements, and commercial agreements that describe or relate to services that Sprint offers to the public in South Dakota or to any class of end users so as to be effectively available to the public in South Dakota.

Sprint objected to Document Request No. 2 and refused to provide any documents.

Sprint objected to the request on two grounds:

- a. That the information can not be adequately protected by a Protective Order; and
- b. That any contractual relationship between Sprint and third parties (including MCC) are not relevant to this proceeding.

Sprint's objections are erroneous and Sprint must be ordered to produce the documents requested. The reasons Sprint's objections are erroneous are the same as provided by ITC above in Section II and are incorporated herein by reference. Sprint's objection that the information can not be adequately protected is incorrect. The Commission's protective order entered in this proceeding establishes an appropriate structure for the protection of information alleged to be confidential. The stipulated protective order in this proceeding more than adequately protects the documents sought in discovery.

In addition to the discussion of Sprint's relevancy objections found in Section II above and incorporated into this section by reference, ITC believes that Sprint cannot be permitted to hide behind claims that would undermine the process of the development of a full factual record in this proceeding. This is especially true when it is Sprint that raised the relationship with a third party (MCC) in the first instance. Sprint's attempt to now shield relevant and important documents from production should not be allowed by the Commission.

**Relief Requested:** The Commission is requested to order Sprint to provide all agreements requested.

#### **IV. Document Request No. 3**

Document Request No. 3 stated: Please produce copies of any contract, business agreement, and commercial agreement with MCC as identified in paragraph 23 of the Arbitration Petition and with any other contract or business agreement with a Competitive Service Provider<sup>1</sup> providing service in South Dakota, that in any way relates to a business arrangement to support the offering of local and long distance voice services in Interstate's service area and other areas of South Dakota.

Sprint objected to Document Request No. 3 and refused to provide any documents.

Sprint objected to the request on two grounds:

- a. That the information can not be adequately protected by a Protective Order; and
- b. That any contractual relationship between Sprint and third parties (including MCC) are not relevant to this proceeding.

Sprint's positions are without merit and should summarily be rejected by the Commission for the reasons previously provided by ITC. (*See* Sections II and III, *supra*.) For those reasons, ITC respectfully submits that the Commission must order Sprint to produce the documents requested.

**Relief Requested:** The Commission is requested to order Sprint to provide all agreements requested.

#### **V. Interrogatory No. 14**

Interrogatory No. 14 stated: Please identify the individuals from Sprint that negotiated the business arrangement between MCC and Sprint.

Sprint objected to Interrogatory No. 14 as follows: "Sprint objects to this request as being overly burdensome, irrelevant and not calculated to lead to admissible evidence."

Sprint's objections are invalid. First, as Sprint's counsel has recently argued in another proceeding (*see* Motion to Compel filed by WWC in TC06-036 through TC06-42), that the discovery rules in South Dakota require that all grounds for an objection to an interrogatory be stated with specificity. SDCL 15-6-33(a) states in part that "[a]ll grounds for an objection to an

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<sup>1</sup> Competitive Service Provider was a defined term in the discovery requests. The definitions section stated that: "Competing Service Provider" has the meaning as Sprint uses the term "competitive service providers" in paragraph 23 of the Arbitration Petition.



interrogatory shall be stated with specificity.” Sprint should not be permitted to withhold information based only upon the assertion of general objections. Therefore, since Sprint has failed to state with specificity its grounds for objection, any potential objection has been waived by Sprint and Sprint must provide the requested information. (These general objections are repeated in other discovery and will be referred to as “Section V - Response To General Objections.”)

Second, and independently, the objection on its face is invalid. Sprint was only requested to identify the individuals who negotiated the business arrangement with MCC. A response to the request, therefore, merely requires only the identification of the people involved from Sprint in the negotiating of the contractual relationship with MCC. While Sprint may suggest that the number of individuals within its organization may be too numerous to identify and thus burdensome, Sprint has made no such specific claim, let alone identified any individuals. ITC would be willing to have the list of individuals within Sprint from a “Director” level and higher that were substantively involved in the negotiations leading to the agreement with MCC that Sprint states exist. This identification and listing cannot be viewed as overly burdensome.

Lastly, the names of the individuals involved in negotiating the relationship between Sprint and MCC, which is clearly a contractual relationship that is important in this proceeding, has been demonstrated to be relevant to this proceeding or may lead to the discovery of relevant information, and is clearly within the relevancy standards applicable to discovery in this proceeding. (*See* relevancy discussion in Section II and III which is incorporated herein by reference)

**Relief Requested:** The Commission is requested to order Sprint to provide the information requested.

## **VI. Interrogatory No. 15**

Interrogatory No. 15 stated: Please identify the individuals from MCC that negotiated the business arrangement between MCC and Sprint.

Sprint objected to Interrogatory No. 15 as follows: “Sprint objects to this request to the extent it asks Sprint to respond to discovery on behalf of MCC. MCC is not a corporate affiliate of Sprint and Sprint has no authority to obtain discovery from MCC. Sprint further objects to this request as being irrelevant and not calculated to lead to admissible evidence.” Sprint’s objections are wholly without basis.

Sprint apparently interprets the clear language of Interrogatory No. 15 to suggest that the request somehow requires Sprint to pursue information from MCC. Sprint is wrong. As the explicit language of the interrogatory states, Sprint is only required to “identify the individuals from MCC that negotiated the business arrangement between MCC and Sprint.” No information is being requested from MCC. To the extent that Sprint negotiated with a person at MCC about the business arrangement that Sprint has stated exists, Sprint should know the name of the MCC individual that was present. Thus, Sprint should answer the interrogatory fully and its baseless objections rejected outright by the Commission.

Second, South Dakota requires that all grounds for an objection to an interrogatory be stated with specificity. *See* SDCL 15-6-33(a). Since Sprint has failed to state with specificity its grounds for objection, any potential objection has been waived by Sprint and Sprint must provide the requested information. *See* Section V - Response To General Objections.

Lastly, the objection on its face is invalid. The names of the individuals involved in this important relationship are clearly within the relevancy standards for the reasons stated above. *See* Relevancy discussion in Section II and III.

**Relief Requested:** The Commission is requested to order Sprint to provide the information requested.

**VII. Interrogatory No. 16**

Interrogatory No. 16 stated: Identify all agreements between Sprint and any party that provide for the same terms, conditions or pricing as the Sprint-MCC Agreements (identified in Interrogatory No. 7).

Sprint objected to Interrogatory No. 16 “on the grounds that it purports to seek trade secret, proprietary and highly sensitive commercial and competitive information related to Sprint’s contractual arrangements with any party. Sprint further objects on the grounds that the question is overly broad and burdensome. Further, the information requested is not likely to lead to the discovery of admissible evidence in that the contractual relationship between Sprint and a third party is not relevant to the interconnection and compensation arrangements between Sprint and Interstate.”

Sprint then responded that it has no agreements in South Dakota except for the agreement(s) with MCC.

Sprint’s objections are invalid for the following reasons. First, South Dakota requires that all grounds for an objection to an interrogatory be stated with specificity. *See* SDCL 15-6-33(a). Since Sprint has failed to state with specificity its grounds for objection, any potential objection has been waived by Sprint and Sprint must provide the requested information. *See* Section V - Response To General Objections.

Second, the identification and production of documents alleged to be confidential (under the related Document Request No. 1) is covered by the stipulated protective order in this proceeding. Sprint’s refusal to provide the information based upon its assertion that the

information is confidential is not a valid basis for objection. *See* discussion of the protective order in Section III.

Third, the identification of all agreements that are within the bounds of discovery is neither overly broad nor burdensome. The request asks Sprint to identify those agreements with the same terms or conditions or pricing. Sprint should know these facts since Sprint knows what it has agreed to under the contracts it has with entities like MCC. Sprint should produce the documents and permit ITC to conduct its review. Although agreements identified by Sprint should be produced to ITC pursuant to Document Request 1, until the amount of documents are identified it is impossible to discuss the difficulty of producing these documents.

Lastly, ITC respectfully submits that the information being sought is clearly relevant to this proceeding. Sprint is attempting to maintain that it is holding itself out as a telecommunications carrier/common carrier when it acts under its individually negotiated agreements. Consequently, the information regarding Sprint's other carrier relationships and whether these are conducted under the terms of a common carrier are relevant to this proceeding as it allows one to test whether there is a non-discriminatory holding out of any offering made by Sprint.

**Relief Requested:** The Commission is requested to order Sprint to provide the information requested or, in the alternative, find now that Sprint is not acting as a common carrier and is not entitled to interconnection to ITC for a third party's (MCC) end users customers and that MCC must seek interconnection directly with ITC.

#### **IX. Interrogatory No. 17, Interrogatory No. 18, and Related Document Requests**

Interrogatory No. 17 stated: Identify all agreements between Sprint and any party that do not provide for the same terms, conditions or pricing as the Sprint-MCC Agreements (identified in Interrogatory No. 7) and please identify each difference.

Interrogatory No. 18 stated: For each difference in agreements identified in Interrogatory No. 17, please explain the basis for such difference and, if a difference is a rate, the cost basis (including the cost study) that demonstrates that cost difference.

Agreements identified by Sprint should be produced to ITC pursuant to Document Request 1.

Sprint objected to Interrogatory No. 17 as follows: “Sprint objects to this request on the grounds that it purports to seek trade secret, proprietary and highly sensitive commercial and competitive information related to Sprint’s contractual arrangements with any party. Sprint further objects on the grounds that the question is vague and ambiguous, overly board (sic) and unduly burdensome, and the information requested is not likely to lead to the discovery of admissible evidence in that the contractual relationship between Sprint and third party is not relevant to the interconnection and compensation arrangements between Sprint and Interstate.”

Sprint then responded by reference its response to Interrogatories 7 and 16.

Sprint did not respond to Interrogatory No. 18 based upon Sprint’s lack of response to Interrogatory No. 17.

Sprint’s objections are invalid for the following reasons. First, South Dakota requires that all grounds for an objection to an interrogatory be stated with specificity. *See* SDCL 15-6-33(a). Since Sprint has failed to state with specificity its grounds for objection, any potential objection has been waived by Sprint and Sprint must provide the requested information. *See* Section V - Response To General Objections.

Second, the identification and production of documents (under related Document Request No. 1) is covered by the stipulated protective order entered by the Commission in this proceeding. Consequently, Sprint’s objection regarding, in general, the alleged confidentiality of the information is not a valid basis for objection. *See also* Section discussion of protective order in Section III.

Third, the identification of agreements that are within the bounds of discovery is neither overly broad nor burdensome and the request is clear and understandable.

Finally, the information requested is clearly relevant to this proceeding. In this proceeding, Sprint is attempting to maintain that Sprint is a common carrier when it acts under its negotiated agreement with MCC. (MCC is the entity that is providing service to end users physically located in ITC's local exchange area.) Consequently, the information regarding Sprint's other carrier relationships and whether their relationships are maintained and conducted as a common carrier are relevant to this proceeding. *See* Relevancy discussion in Section II and III.

**Relief Requested:** The Commission is requested to order Sprint to provide the information requested or, in the alternative, enter an order finding that Sprint is not acting as a common carrier and is not entitled to interconnection to ITC for a third party's (MCC) end users and that MCC must seek interconnection directly with ITC for MCC's customers.

**X. Interrogatory No. 20**

Interrogatory No. 20 states: Please provide a description of the network that Sprint provides and that which MCC provides as it relates to the voice traffic that will be delivered to Interstate under the business arrangement that Sprint has with MCC. In providing this description, please identify all switching and transport (or equivalent facilities) provided by Sprint and by MCC and include a diagrams that shows these network(s).

Sprint made no objection to Interrogatory No. 20. At the same time, however, Sprint did not provide a diagram of the network(s) of Sprint and MCC that physically exist within the ITC service areas. Since this is an interconnection proceeding, a diagram that shows the Sprint and MCC network resources in the ITC service areas is relevant to this proceeding and not a general diagram that Sprint admits is "not an exhaustive response" nor should Sprint be permitted to rely

upon a “representative sample.” The specific diagram that ITC requested will permit ITC and the Commission to understand how interconnect of the networks may occur.

On January 8, 2007, Sprint supplemented its response to this request by identifying the location of Sprint’s switch in Kansas City and information regarding Sprint’s facilities in Sioux Falls. *See Exhibit E.*

**Relief Requested:** Sprint should be ordered to provide the diagram that ITC requested..

#### **XI. Document Request No. 5**

Document Request No. 5 stated: “Produce maps or other documentation showing with specificity the physical location of all network resources, including transportation and switching resources, located in South Dakota that will be used to provide services by either Sprint or MCC through the ‘business model’ described in paragraph 23 of the Arbitration Petition.”

Sprint objected to this request “on the grounds that it purports to seek trade secret, proprietary and highly sensitive commercial and competitive information related to Sprint’s contractual arrangements with MCC. Sprint further objects in that that it is overly broad and thus burdensome. Further, the information requested is not likely to lead to the discovery of admissible evidence because it is not relevant to the interconnection and other issues present in the arbitration between Sprint and Interstate.”

Sprint’s objections are invalid. First, South Dakota requires that all grounds for an objection to an interrogatory be stated with specificity. *See SDCL 15-6-33(a).* Since Sprint has failed to state with specificity its grounds for objection, any potential objection has been waived by Sprint and Sprint must provide the requested information. *See Section V - Response To General Objections.*

Second, the identification and production of documents (under related Document Request No. 1) is covered by the stipulated protective order in this proceeding. Efforts to object on the

basis of protecting alleged trade secret or competitive information is not appropriate in this proceeding. *See also* Section discussion of protective order in Section III.

Third, production of existing documents that are within the bounds of discovery is neither overly broad nor burdensome and the request is valid and understandable. The location of the Sprint and MCC networks and where interconnection may occur is important information since Sprint is seeking some form of interconnection between the networks of Sprint and MCC, on the one hand, and that provided by ITC on the other. Moreover, Sprint must have the information that shows their network and MCC's network. If this information did not exist, ITC and the Commission would be left to question how Sprint could suggest, as it does, that Sprint will provide "joint" service to MCC's end users. *See* Sprint response to Interrogatory No. 6.

Finally, the information requested is clearly relevant to this proceeding. This is an interconnection proceeding. It is, therefore, relevant to this proceeding to know the physical location of the Sprint and MCC networks within the ITC service areas as such information will allow ITC and the Commission to understand how the existing networks may be interconnected. *See also* relevancy discussion in Section II and III.

**Relief Requested:** Sprint should be order to provide the documents requested shows these networks.

## **XII. Request for Admission No. 3**

Request for Admission No. 3 states "Admit that each business arrangement with a Competitive Service Provider is individually negotiated by Sprint."

Sprint originally objected to this request on the ground that it calls for a legal conclusion.

This original objection by Sprint is incorrect and invalid for two reasons. First, Sprint fails to state their objection with specificity. Since South Dakota requires that all grounds for an objection to an interrogatory be stated with specificity (*see* SDCL 15-6-33(a)), any potential



objection has been waived by Sprint and Sprint must provide the requested information. *See* Section V - Response To General Objections.

Second, the request does not call for a legal conclusion. Whether Sprint has negotiated these agreements on individual basis is a factual matter.

On January 8, 2007, Sprint supplemented its response to this request. However, this supplement failed to state whether Sprint admits or denies the request for admission.

**Relief Requested:** Sprint should be order to respond to the request.

### **XIII. Document Request No. 6**

Document Request 6 states: Provide a copy of each discovery response and all documents provided by Sprint in response to any discovery or other request made by or served by the Commission, Commission staff, Swiftel Communications and any other party in the following proceedings before the Commission:

TC06-176 - In the Matter of the Petition of Sprint Communications Company L.P. for Arbitration Pursuant to the Telecommunications Act of 1996 to Resolve Issues Relating to an Interconnection Agreement with Brookings Municipal Utilities d/b/a Swiftel Communications.

TC06-178 - In the Matter of the Application of Sprint Communications Company L.P. for Authority to Provide Local Exchange Services in Certain Rural Areas Served by the City of Brookings Utilities d/b/a Swiftel Communications.

TC06-188 - In the Matter of the Application of MCC Telephony of the Midwest, Inc. d/b/a Mediacom for a Certificate of Authority to Provide Interexchange and Local Exchange Services in the Brookings Exchange.

Sprint objects to this request on the basis that it is overly burdensome and requests irrelevant information.

Sprint's objections are invalid for the following reasons. First, South Dakota requires that all grounds for an objection to an interrogatory be stated with specificity. *See* SDCL 15-6-33(a). Since Sprint has failed to state with specificity its grounds for objection, any potential

objection has been waived by Sprint and Sprint must provide the requested information. *See* Section V - Response To General Objections.

Second, the production of existing documents that are in Sprint's possession from these proceedings is not burdensome. Sprint either has the responses and documents or it does not. If not, then Sprint should state so. If responses and documents are in Sprint's possession, then production of them should be made.

Lastly, the information requested is clearly relevant to this proceeding. This proceeding is related to the certification proceedings. In those proceedings, the Commission will determine the qualifications and status of the entity that Sprint has indicated it has contracted with for services in the ITC service areas. Reviewing Sprint's and other party's responses will allow ITC to more fully understand the Sprint-MCC relationship, provide information that will allow for the development of a complete record in this proceeding, and will allow ITC to verify that Sprint is making consistent statements on issues similar to those in this proceeding. Additionally, to the extent that documents are in Sprint's possession that demonstrate that Sprint is working with MCC on MCC's certification, the suggestion that Sprint cannot speak for or disclose information regarding MCC is suspect. Clearly, therefore, this request is within the bounds of relevancy as set forth in South Dakota law.


On January 8, 2007, Sprint supplemented its response to this request and agreed to provide a copy of documents in the proceeding TC06-188. Sprint did not agree to provide the documents in the other proceedings.

**Relief Requested:** Sprint should be order to provide all of the requested documents that Sprint has in Sprint's possession.

WHEREFORE, ITC respectfully requests that the Commission enter an order compelling discovery in this proceeding as set forth in this Motion.

Dated this 9th day of January, 2007.

Respectfully submitted,  
Interstate Telecommunications  
Cooperative, Inc.

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**Its Attorneys**

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing was sent via email to the following:

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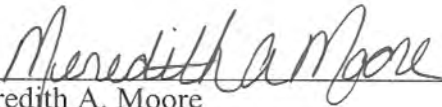
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on this 9th day of January, 2007.

  
Meredith A. Moore