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August 29, 2008

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VIA EMAIL TO PATTY.VANGERPEN@STATE.SD.US

Ms. Patricia Van Gerpen
South Dakota Public Utilities Commission
Capitol Building, 1st Floor
500 East Capitol Avenue
Pierre, SD 57501-5070

RE: *TC08-005 – In the Matter of the Complaint of Orbitcom, Inc. Against Global Crossing
Telecommunications, Inc.*

Dear Ms. Van Gerpen:

Enclosed for filing in the above matter, please find Orbitcom, Inc.'s Reply to
Counterclaims of Global Crossing Telecommunications, Inc. Should you have any questions or
concerns, please do not hesitate to contact me.

Thank you for your assistance.

Sincerely,

CUTLER & DONAHOE, LLP



Meredith A. Moore
For the Firm

MAM/cmc
Enclosure

cc: Mr. David Jacobson (via email)
Ms. Kara Semmler (via email)
Mr. William Van Camp (via email)
Mr. Matthew Meert (via email)

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE COMPLAINT OF ORBITCOM, INC. AGAINST GLOBAL CROSSING TELECOMMUNICATIONS, INC.	TC08-005 ORBITCOM’S REPLY TO GLOBAL CROSSING TELECOMMUNICATIONS, INC.’S COUNTERCLAIMS
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COMES NOW Orbitcom, Inc. (“Orbitcom”), by and through its counsel, and hereby submits the following Reply to Counterclaims filed against it by Global Crossing Telecommunications, Inc. (“Global Crossing”).

1. Except as expressly admitted, qualified or otherwise answered, Orbitcom denies each and every allegation in Global Crossing’s Counterclaims.

2. As to Paragraph 23 of Global Crossing’s Counterclaims against Orbitcom, Orbitcom admits those factual allegations set forth therein.

3. As to Paragraph 24 of Global Crossing’s Counterclaims against Orbitcom, Orbitcom admits those factual allegations set forth therein.

4. As to Paragraph 25 of Global Crossing’s Counterclaims against Orbitcom, the allegations contained therein are statements of law and therefore Orbitcom neither admits nor denies the same.

5. As to Paragraphs 26 through 30 of Global Crossing’s Counterclaims against Orbitcom, the statements set forth therein are factual allegations which are not relevant to this dispute. Furthermore, Orbitcom affirmatively states that these statements are intended to confuse and/or mislead this Commission and improperly shift attention from the underlying issues in this proceeding. Without waiving these objections, Orbitcom further states that the statements set forth in Paragraphs 26 through 30 are either factual allegations for which Orbitcom has insufficient

knowledge so as to admit or deny or legal conclusions which are contested. To the extent such allegations are intended to suggest that certain factual issues are undisputed or that there are certain legal conclusions which this Commission may actually draw at this juncture, Orbitcom denies the same and remits Global Crossing to strict proof thereof.

6. As to Paragraphs 31 through 39 of Global Crossing's Counterclaims against Orbitcom, the statements set forth therein are legal conclusions which are contested or factual allegations for which Orbitcom has insufficient knowledge so as to admit or deny. In addition, any determination of the application and legitimacy of Orbitcom's interstate access services, its percent interstate usage ("PIU") factor and its tariffs, are issues for determination as a matter of law by the appropriate trier of fact, and Orbitcom therefore denies the same and remits Global Crossing to strict proof thereof.

COUNT I
DECLARATORY RELIEF – INVALIDITY OF PIU FACTOR

7. As to Paragraph 40 of Global Crossing's Counterclaims against Orbitcom, Orbitcom restates its responses to Paragraphs 23 through 39 above.

8. As to Paragraphs 41 through 47 of Global Crossing's Counterclaims against Orbitcom, the statements set forth therein are legal conclusions which are contested or factual allegations for which Orbitcom has insufficient knowledge so as to admit or deny. In addition, any determination of the application and legitimacy of Orbitcom's interstate access services, its PIU factor and its tariffs, are issues for determination as a matter of law by the appropriate trier of fact, and Orbitcom therefore denies the same and remits Global Crossing to strict proof thereof. Orbitcom further affirmatively states that these statements are intended to confuse and/or mislead this Commission and improperly shift attention from the underlying issues in this proceeding.

COUNT II
DECLARATORY RELIEF – UNJUST AND UNREASONABLE
PRACTICE – APPLICATION OF PIU FACTOR

9. As to Paragraph 48 of Global Crossing’s Counterclaims against Orbitcom, Orbitcom restates its responses to Paragraphs 23 through 47 above.

10. As to Paragraphs 49 through 51 of Global Crossing’s Counterclaims against Orbitcom, the statements set forth therein are legal conclusions which are contested or factual allegations for which Orbitcom has insufficient knowledge so as to admit or deny. In addition, any determination of the application and legitimacy of Orbitcom’s interstate access services, its PIU factor and its tariffs, are issues for determination as a matter of law by the appropriate trier of fact, and Orbitcom therefore denies the same and remits Global Crossing to strict proof thereof. Orbitcom further affirmatively states that these statements are intended to confuse and/or mislead this Commission and improperly shift attention from the underlying issues in this proceeding.

COUNT III
DAMAGES – APPLICATION OF 32% PIU FACTOR

11. As to Paragraph 52 of Global Crossing’s Counterclaims against Orbitcom, Orbitcom restates its responses to Paragraphs 23 through 51 above.

12. As to Paragraphs 53 through 56 of Global Crossing’s Counterclaims against Orbitcom, the statements set forth therein are legal conclusions which are contested or factual allegations for which Orbitcom has insufficient knowledge so as to admit or deny. In addition, any determination of the application and legitimacy of Orbitcom’s interstate access services, its PIU factor and its tariffs, as well as any damages due and owing, are issues for determination as a matter of law by the appropriate trier of fact, and Orbitcom therefore denies the same and remits Global Crossing to strict proof thereof. Orbitcom further affirmatively states that these statements are

intended to confuse and/or mislead this Commission and improperly shift attention from the underlying issues in this proceeding.

**COUNT IV
RESTITUTION**

13. As to Paragraph 57 of Global Crossing's Counterclaims against Orbitcom, Orbitcom restates its responses to Paragraphs 23 through 56 above.

14. As to Paragraphs 58 through 62 of Global Crossing's Counterclaims against Orbitcom, the statements set forth therein are legal conclusions which are contested or factual allegations for which Orbitcom has insufficient knowledge so as to admit or deny. In addition, any determination of the application and legitimacy of Orbitcom's interstate access services, its PIU factor and its tariffs, as well as a determination of the legitimacy of any amounts previously paid by Global Crossing to Orbitcom, are issues for determination as a matter of law by the appropriate trier of fact, and Orbitcom therefore denies the same and remits Global Crossing to strict proof thereof. Orbitcom further affirmatively states that these statements are intended to confuse and/or mislead this Commission and improperly shift attention from the underlying issues in this proceeding.

**COUNT V
DAMAGES – VIOLATION OF TARIFF – RETROACTIVE BILLING**

15. As to Paragraph 63 of Global Crossing's Counterclaims against Orbitcom, Orbitcom restates its responses to Paragraphs 23 through 62 above.

16. As to Paragraphs 64 through 68 of Global Crossing's Counterclaims against Orbitcom, the statements set forth therein are legal conclusions which are contested or factual allegations for which Orbitcom has insufficient knowledge so as to admit or deny. In addition, any determination of the application and legitimacy of Orbitcom's interstate access services, its PIU factor and its tariffs, as well as a determination of the legitimacy of Orbitcom's billing practices, are

issues for determination as a matter of law by the appropriate trier of fact, and Orbitcom therefore denies the same and remits Global Crossing to strict proof thereof. Orbitcom further affirmatively states that these statements are intended to confuse and/or mislead this Commission and improperly shift attention from the underlying issues in this proceeding.

COUNT VI
DAMAGES – UNJUST AND UNREASONABLE PRACTICE – RETROACTIVE BILLING

17. As to Paragraph 69 of Global Crossing’s Counterclaims against Orbitcom, Orbitcom restates its responses to Paragraphs 23 through 68 above.

18. As to Paragraphs 70 through 76 of Global Crossing’s Counterclaims against Orbitcom, the statements set forth therein are legal conclusions which are contested or factual allegations for which Orbitcom has insufficient knowledge so as to admit or deny. In addition, any determination of the application and legitimacy of Orbitcom’s interstate access services, its PIU factor and its tariffs, as well as a determination of the legitimacy of Orbitcom’s billing practices, are issues for determination as a matter of law by the appropriate trier of fact, and Orbitcom therefore denies the same and remits Global Crossing to strict proof thereof. Orbitcom further affirmatively states that these statements are intended to confuse and/or mislead this Commission and improperly shift attention from the underlying issues in this proceeding.

COUNT VII
ATTORNEY'S FEES

19. As to Paragraph 77 of Global Crossing's Counterclaims against Orbitcom, Orbitcom restates its responses to Paragraphs 23 through 76 above.

20. As to Paragraphs 77 through 80 of Global Crossing's Counterclaims against Orbitcom, the statements set forth therein are legal conclusions which are contested or factual allegations for which Orbitcom has insufficient knowledge so as to admit or deny. In addition, any determination of which party in this proceeding shall be the prevailing party is premature as it is an issue for determination as a matter of law by the appropriate trier of fact, and Orbitcom therefore denies the same and remits Global Crossing to strict proof thereof.

AFFIRMATIVE DEFENSES

1. Global Crossing's Counterclaims fail to state a claim against Orbitcom upon which relief may be granted.

2. In addition or alternatively, this Commission lacks subject matter jurisdiction, in whole or in part, over the Counterclaims advanced by Global Crossing.

3. In addition or alternatively, Global Crossing's Counterclaims are barred, in whole or in part, by the applicable statutes of limitation.

4. In addition or alternatively, Global Crossing's Counterclaims are barred, in whole or part, by the doctrines of laches, waiver, estoppel and unclean hands.

5. In addition or alternatively, Global Crossing's own acts or omissions have caused or contributed to the circumstances and alleged damages set forth in its Counterclaim to an extent to bar all recovery against Global Crossing.

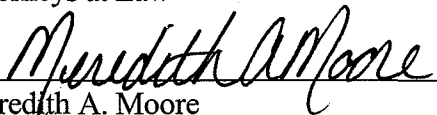
6. In addition or alternative, if Global Crossing has suffered any damages as alleged in its Counterclaims, Global Crossing has failed to mitigate its damages.

7. In addition or alternatively, Global Crossing's Counterclaims are preempted or subsumed by federal law.

WHEREFORE, Orbitcom prays that the Counterclaims of Global Crossing be dismissed and that Orbitcom have judgment as set forth in his Complaint.

Dated this 29th day of August, 2008, in Sioux Falls, South Dakota.

CUTLER & DONAHOE, LLP
Attorneys at Law


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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served electronically on the 29th day of August, 2008, upon the following:

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