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June 21, 2010

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Patricia Van Gerpen
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500 E Capitol Avenue
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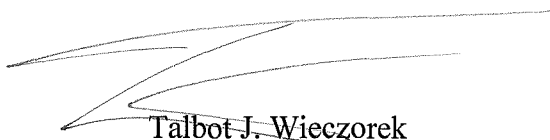
RE: In the Matter of the Complaint filed by SDN, LLC against Sprint
Communications Company, LP
In the Matter of the Third Party Complaint of Sprint Against Splitrock et al
TC 09-098
GPNA File No. 08509.0009

Dear Ms. Van Gerpen:

Enclosed for filing in the above-entitled matter, please find Sprint's Answer to Amended Complaint. By copy of same, counsel have been served.

If you have any questions, please contact me.

Sincerely,



Talbot J. Wieczorek

TJW:klw

Enclosure

C: Client
Karen Cremer/Terri Labrie Baker
Darla Rogers/Margo Northrup
Jeffrey D. Larson
Meredith Moore / Jim Cremer

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

DOCKET NUMBER TC 09-098

IN THE MATTER OF THE COMPLAINT)
OF SOUTH DAKOTA NETWORK, LLC,)
AGAINST SPRINT COMMUNICATIONS)
COMPANY LP)

)
IN THE MATTER OF THE THIRD PARTY)
COMPLAINT OF SPRINT)
COMMUNICATIONS COMPANY LP)
AGAINST SPLITROCK PROPERTIES,)
INC., NORTHERN VALLEY)
COMMUNICATIONS, INC., SANCOM,)
INC., AND CAPITAL TELEPHONE)
COMPANY)

**SPRINT COMMUNICATIONS COMPANY L.P.'S ANSWER
TO AMENDED COMPLAINT**

Sprint Communications Company L.P. (“Sprint”), by and through its attorney of record, Talbot J. Wieczorek of Gunderson, Palmer, Nelson & Ashmore, LLP, 440 Mount Rushmore Road, Third Floor, P.O. Box 8045, Rapid City, South Dakota 57701, and Philip R. Schenkenberg, Briggs and Morgan, P.A., 2200 IDS Center, 80 South Eighth Street, Minneapolis, Minnesota 55402, pursuant to ARSD 20:10:01:09, hereby submits its Answer to Amended Complaint of South Dakota Network, LLC (“SDN”) and in support thereof states as follows:

1. With respect to the introductory paragraph of the Complaint, no response is necessary to SDN’s characterization of this action. Sprint denies that the Complaint was properly filed pursuant to ARSD 20:10:01:07.01, as a “consumer complaint” is defined in ARSD 20:10:01:01.01 as “any complaint other than a complaint filed by a telecommunications company.”

2. Admits the allegations contained in paragraph 1 of the Amended Complaint on information and belief.

3. With respect to the allegations contained in paragraph 2 of the Amended Complaint, Sprint admits that SDN provides intrastate switched access service pursuant to its South Dakota Tariff No. 2 on file with the South Dakota Public Utilities Commission (“Commission”) and denies the remaining allegations.

4. Admits the allegations contained in paragraph 3 of the Amended Complaint, except that Sprint is a limited partnership, not a corporation.

5. Sprint incorporates its prior responses to the allegations contained in paragraph 4 of the Amended Complaint.

6. Denies the allegations contained in paragraph 5 of the Amended Complaint as stated, and states affirmatively that since April 1, 2009, SDN has issued intrastate switched access bills that include intrastate minutes of use that are subject to SDN’s South Dakota Tariff No. 2, and intrastate minutes of use that are not subject to SDN’s South Dakota Tariff No. 2.

7. Sprint denies paragraph 6 of the Amended Complaint as stated, and states affirmatively that during the months identified SDN billed Sprint the rates in its South Dakota Tariff No. 2 for intrastate minutes subject to that tariff, and for intrastate minutes not subject to that tariff.

8. Sprint admits the allegations contained in paragraph 7 of the Amended Complaint, except to state that as noted above, SDN has overbilled Sprint by billing for minutes not subject to its South Dakota Tariff No. 2.

9. With respect to the allegations contained in paragraph 8 of the Amended Complaint, Sprint admits that it is obligated to pay for access services provided by SDN and

properly billed in accordance with SDN's South Dakota Tariff No. 2, and denies all remaining allegations.

10. Sprint denies the allegations contained in paragraph 9 of the Amended Complaint.

11. With respect to the allegations contained in paragraph 10 of the Amended Complaint, Sprint admits that it has refused to pay the bills issued. However, to the extent Sprint has determined the portion of those bills that are for switched access services subject to SDN's South Dakota Tariff No. 2, Sprint has an internal accounting mechanism through which those amounts reduce the account payable associated with SDN's prior overbillings, which are explained in more detail in Sprint's Counterclaim.

12. Sprint denies the allegations contained in paragraph 11 of the Amended Complaint, and states affirmatively that SDN owes Sprint the amounts described in Sprint's Counterclaim.

13. Sprint incorporates its prior responses to the allegations contained in paragraph 12 of the Amended Complaint.

14. With respect to the allegations contained in paragraph 13 of the Amended Complaint, Sprint admits the quoted language is contained within SDN's South Dakota Tariff No. 2, which speaks for itself, but denies there is any legal significance to that clause under these circumstances.

15. Sprint denies the allegations contained in paragraph 14 of the Amended Complaint as stated, admits that SDN has made demands, and restates its response to the allegations contained in paragraph 10 of the Amended Complaint.

16. With respect to the allegations contained in paragraph 15 of the Amended Complaint, Sprint admits the claim amount, but states that detail was provided distinguishing the intrastate versus interstate portion of that claim.

17. Sprint denies the allegations contained in paragraph 16 of the Amended Complaint as stated. Sprint states affirmatively that SDN has overbilled Sprint since June of 2007, as is further described in its Counterclaim, and it restates its response to the allegations contained in paragraph 10 of the Amended Complaint.

18. Sprint denies the allegations contained in paragraph 17 of the Amended Complaint.

19. Sprint provides no response to the allegations contained in paragraph 18 of the Amended Complaint as Count III has been dismissed by prior order of the Commission.

20. Sprint provides no response to the allegations contained in paragraph 19 of the Amended Complaint as Count III has been dismissed by prior order of the Commission.

21. Sprint provides no response to the allegations contained in paragraph 20 of the Amended Complaint as Count III has been dismissed by prior order of the Commission.

PRAYER FOR RELIEF

22. For the foregoing reasons, Sprint respectfully requests that the Commission enter an order as follows:

- (a) Dismissing the Complaint in its entirety, with prejudice;
- (b) Awarding Sprint its costs of this action, including reasonable attorneys' fees to the full extent of the law; and
- (c) Awarding Sprint such other and further relief as the Commission deems just and equitable.

Dated: June 21, 2010

GUNDERSON, PALMER, NELSON &
ASHMORE, LLP

By 

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BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE) DOCKET TC09-098
COMPLAINT OF SOUTH DAKOTA)
NETWORK, LLC, AGAINST SPRINT)
COMMUNICATIONS COMPANY, LP)

IN THE MATTER OF THE THIRD PARTY)
COMPLAINT OF SPRINT)
COMMUNICATIONS COMPANY LP)
AGAINST SPLITROCK PROPERTIES,)
INC., NORTHERN VALLEY)
COMMUNICATIONS, INC., SANCOM,)
INC., AND CAPITAL TELEPHONE)
COMPANY)

CERTIFICATE OF SERVICE

The undersigned certifies that on the 21st day of June, 2010, I served a true and correct copy of **SPRINT COMMUNICATIONS COMPANY L.P.'S ANSWER TO AMENDED COMPLAINT** in the above-entitled matter, by email to:

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