

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

IN THE MATTER OF THE COMPLAINT)	
OF SOUTH DAKOTA NETWORK, LLC.)	
AGAINST SPRINT COMMUNICATIONS)	
COMPANY LP)	DOCKET NUMBER TC 09-098
)	
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)	

**NORTHERN VALLEY COMMUNICATIONS, LLC'S
FIRST DOCUMENT REQUESTS TO SPRINT COMMUNICATIONS COMPANY, LP**

TO: Sprint Communications Company, LP and its lawyers, Talbot J. Wieczorek, Gunderson, Palmer, Nelson & Ashmore, LLP, 440 Mount Rushmore Road, Third Floor, Rapid City, SD 57701; Philip R. Schenkenberg, Briggs & Morgan, PA, 80 South Eighth Street, 2200 IDS Center, Minneapolis, MN 55402.

Northern Valley Communications, LLC ("Northern Valley"), hereby serves the following Documents Requests pursuant to S.D. Admin. R. 20:10:01:01.02 and S.D.C.L § 15-6-34. Sprint Communications Company, LP ("Sprint") must respond to the following requests for production of documents and things within 30 days of service.

INSTRUCTIONS

- A. These Requests are continuing in character, so as to require you to file supplementary answers if you obtain further or different information before trial.
- B. When documents, knowledge or information in the possession or control of a party is requested, such Request includes documents, knowledge or information of the party's

agents, servants, representatives, employees, subsidiaries, affiliates, and, unless privileged, its attorneys.

C. You are to furnish all information and documents in your possession or control, including information and documents known to your attorneys, agents, investigators, employees, representatives, subsidiaries, affiliates, or other persons acting on your behalf.

D. Form of Production: Unless otherwise agreed by the parties or ordered by the Court, the following Form of Production shall be used for producing documents in response to these Requests for Production:

1. Paper documents shall be produced in single page, 300 DPI, Group IV .TIFF image format with OCR text produced at the document level. The TIFF images should be accompanied with an Opticon OPT load file.

2. Except as noted below in sub-paragraph 3, all ESI shall be produced in image format, adhering to the specifications noted above for paper documents. To the extent practicable, each individual document based on an electronic file shall be accompanied by a corresponding text file with text that is extracted from the electronic file, not generated as an OCR file from the .TIFF image(s) unless no extractable text is available from the electronic file. In the case of e-mail, in addition to the textual body of the message, the corresponding text file shall include header information in fielded form, including: (a) the individual(s) to whom the communication was directed (“To”), (b) the author of the e-mail communication (“From”), (c) who was copied (“cc”) and blind copied (“bcc”) on such e-mail, (d) the subject line of the e-mail (“Re” or “Subject”) and (e) the date and time sent. In the case of other electronic documents, the file shall include metadata in fielded form, including: custodian name, file name, author, create date, modify date, page count, attachment range, and original path. For all

produced documents, the metadata requested above shall be provided in a Concordance DAT file format, in combination with beginning and ending bates numbers and beginning and ending attachment numbers.

3. Exceptions to sub-paragraph D.2:

a. Spreadsheets: Excel and other types of spreadsheets are often dynamic in nature and may not be conducive to static images; therefore, Excel and other spreadsheets shall be produced as an image (with appropriate legends and document identification numbers) and in their native form(s). To the extent that print-outs or images of all or part of a spreadsheet are also maintained in static form (*e.g.*, as a .PDF attachment or hard copy in a file), those documents shall be produced as static images consistent with specifications for production of paper. The file name of native Excel or other spreadsheet files shall be appended to include the document identification number/Bates number of the first page of the corresponding image file.

b. Databases: Certain types of databases are dynamic in nature and will often contain information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Relevant and responsive information from databases may be produced in an alternate form, such as a report or data table. These reports or data tables shall be produced in a static image format. To the extent that relevant and responsive reports or data tables derived from a database are also maintained in static form (*e.g.*, as a .PDF attachment or a hard copy in a file), those documents shall be produced as static images consistent with the specifications for production of paper.

4. Organization of Production. Images shall be placed on suitable and appropriate electronic storage media and transmitted to Northern Valley's counsel. Each image

shall be assigned a production number. Each image or set of images comprising a document shall be referenced in a cross-reference file in .TXT format indicating the begin/end document boundaries.

E. With respect to any of the documents requested, if any such document was, but no longer is, in your custody, possession or control, you are to state what disposition was made of it, identify its present custodian, and state who ordered or authorized such disposition. With respect to any such documents, if any such document is unavailable, because it was lost or destroyed by Defendant or Defendant's agents, after fully identifying it, state when and where it was lost or destroyed, the name and address of the person who lost or destroyed it, the name and address of the person who directed or knew of its loss or destruction, and the name and address of the person who has knowledge of such document or tangible thing (stating the substance of such knowledge).

F. If you object to a Request, the objection is to be stated in full, along with a citation of any legal authority relied upon. If an objection is stated with respect to a portion of a Request, the remaining portion of the Request is to be answered notwithstanding the objection. If you object to the scope or time period of a Request, the objection is to be stated and the Request answered for the scope and time period that you believe is appropriate. If in answering these Requests you assert or believe there are any ambiguities or any vagueness in the construction or wording of either a Request, Instruction or Definition, set forth the matter, construction or wording you believe to be ambiguous or vague, and the interpretation or construction you used in responding to the Request.

G. If there is a claim of privilege with respect to any document requested, please identify every such document in your response and include in the identification a description of

the document, the date of the document, the names of the addressee(s) and the addressor(s), the identity of any person to whom a copy was given or communicated, the general subject matter of the document, a statement of facts constituting the basis for any claim or privilege, and the specific basis on which privilege is claimed.

H. If there is a claim that a document or documents cannot be produced by virtue of being subject to a protective order or confidentiality agreement, please identify every such document in your response and include in the identification a description of the document, the date of the document, the names of the addressee(s) and the addressor(s), the identity of any person to whom a copy was given or communicated, the general subject matter of the document, the court and case information in which the protective order has been entered or confidentiality agreement entered into, and a copy of the protective order or confidentiality agreement.

I. The conjunctive shall include the disjunctive and vice versa; the singular shall include the plural and vice versa; "all" shall include "any" and vice versa; and "each" shall include "every," to the end that each request shall be construed to cover the broadest scope of information.

J. Any verb formed in the present tense shall also be taken in the past, imperfect, and future tenses, and vice versa.

K. Any pronoun in the masculine gender shall also be taken in the feminine gender, and vice versa.

L. Each document produced in response to these Requests shall be organized and labeled to identify each Request to which it is responsive and shall be segregated by the Request to which it is primarily responsive.

M. Unless otherwise indicated, these Requests refer to the time, place and circumstances of the occurrences mentioned in the pleadings, and call for the production of relevant documents for the period January 1, 2005 to present.

N. If you are unable to answer the following Requests or produce all of the documents, please answer and provide documents to the extent possible, specifically stating the reason for your inability to answer the remainder and stating whatever information or knowledge you have concerning the unanswered portion.

O. Document productions should be made to: Ross A. Buntrock, Esq., 1050 Connecticut Ave, NW, Washington, DC 20036.

DEFINITIONS

1. "Document(s)" is used in the broadest sense possible to include anything within the scope of Rule 34(a) of the Federal Rules of Civil Procedure, including without limitation, any written, printed, typed, photostatic, photographed, recorded or otherwise reproduced communication or representation, whether comprised of letters, words, numbers, pictures, sounds or symbols, or any combination thereof. This definition includes copies or duplicates of Documents contemporaneously or subsequently created that have any non-conforming notes or other markings. Without limiting the generality of the foregoing, the term Documents includes, but is not limited to, correspondence, memoranda, personal notes, records, letters, envelopes, telegrams, messages, studies, analyses, contacts, agreements, working papers, summaries, statistical statements, financial statements or work papers, accounts, analytical records, reports and/or summaries of investigations, trade letters, press releases, comparisons, books, calendars, diaries, journals, articles, magazines, newspapers, booklets, brochures, pamphlets, circulars, bulletins, notices, drawings, diagrams, instructions, notes or minutes of meetings or other

communications of any type, including inter- and intra-office communications, faxed materials (including fax cover sheets), questionnaires, surveys, charts, graphs, photographs, phonograph recordings, audio recordings, electronic mail ("email"), film, tapes, disks, diskettes, data cells, tape back-ups, drums, print-outs, all other data compilations from which information can be obtained (translated, if necessary, by you into usable form), all other written, printed, typed, recorded, or graphic material of any nature whatsoever and any preliminary versions, drafts or revisions of the foregoing.

2. The term "Communication" shall mean any meeting, statement, document, conversation, transmittal of or request for information, whether by written, oral, electronic or other means.

3. "Person" means, in the plural as well as singular, all entities, including without limitation, any natural person, firm, association, partnership, corporation, limited liability company, organization, business, receiver, real estate licensee, mortgage company, broker or other form of legal or equitable entity, such as trusts, joint ventures, estates, and agencies or governmental entities, including the parties to this suit and their officers, directors, partners, agents, contractors, subcontractors, employees, representatives and affiliates.

4. "Relate to," "relating to," "reflect," or "reflecting," "refer" or "referring to" as used herein, shall be interpreted in its broadest sense possible to include anything within the permissible scope of discovery under Rule 26 of the Federal Rules of Civil Procedure and shall include and contemplate the following terms or phrases: analyze, comment on, concern, concerning, connect, constitute, contain, contradict, deal with, describe, discuss, embody, evaluate, evidence, identify, note, mention, pertain to, record, respect, support, refer to, is relevant to, respond to, state, study, or is any way pertinent to the subject matter of the inquiry.

including documents concerning the presentation of other documents.

5. “Identify,” “identity,” or “identification,” (1) when used in reference to a natural person means that person’s full name, last known home address and telephone number(s), last known business address and telephone number(s), and present occupation or business affiliation; (2) when used in reference to a person other than a natural person, means that person’s full name, a description of the nature of the person (that is, whether it is a corporation, partnership, etc. under the definition of a person below), and the person’s last known address, telephone number and principal place of business; (3) when used in reference to any persons after the person has been properly identified previously means the person’s name; and (4) when used in reference to a document, requires you to state the date, the author (or, if different, the signer or signers), the addressee, the identity of the present custodian of the document, and the type of document (e.g., letter, memorandum, telegram, or chart) or to attach an accurate copy of the document to your answer, appropriately labeled to correspond to the Request.

6. The term “describe” as used herein, shall include and, depending upon the context of the subject matter of inquiry, be synonymous with the following terms or phrases: to explain, to set forth details, or to give an account of.

7. The terms “You,” “Your” and “Sprint” mean Sprint Communications Company, LP, and include its subsidiaries and/or affiliates, and anyone acting on its behalf, including, but not limited to, any and all predecessors or successors in interest, officers, directors, employees, agents, members, consultants, attorneys and all other persons acting or purporting to act on its behalf or under its control.

8. “Northern Valley” or “Plaintiff” means Northern Valley Communications, LLC.

9. “Local Exchange Service” means the provision of telephone exchange and

exchange access service.

10. The term “Local Exchange Provider” or “LEC” means a local exchange carrier that provides telephone exchange and exchange access service, whether designated as an Incumbent Local Exchange Carrier (“ILEC”) or a Competitive Local Exchange Carrier (or “CLEC”). The term “LEC” includes, but is not limited to, Northern Valley. This term expressly includes, but is not limited to, Northern Valley.

11. The term “Rural CLEC” means a CLEC that does not serve any end user located within either: (a) any incorporated place of 50,000 inhabitants or more, based on the most recently available population statistics of the Census Bureau, or (b) an urbanized area, as defined by the Census Bureau.

12. “Interexchange Service” means the provision of telephone service between telephone exchanges.

13. The term “Interexchange Provider” or “IXC” means an interexchange carrier providing telephone service between telephone exchanges.

14. The term “Access Charge” means a charge imposed by a LEC for originating or terminating a long distance telephone call to or from an IXC’s end user customer.

15. The term “Sprint-affiliated Company” means an individual, partnership, association, joint-stock company, trust, or corporation that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, Sprint. For purposes of this definition, the term “own” means to own an equity interest (or the equivalent thereof) of more than 10 percent.

16. The term “Calling Service Provider,” “Calling Service Providers,” or “CSPs” means any entity intended to be covered within Sprint’s definition of “Call Connection

Company” or “Call Connection Companies,” including but not limited to companies that have “established free or nearly free conference-calling, chat-line, or similar services that callers through the United States use to connect to other callers.”

17. The term “Access Theft Case” means any state, federal, or regulatory proceeding in which a LEC alleges that an IXC has failed to pay originating or terminating switched access charges invoiced for calls to or from CSPs or an IXC has alleged that a LEC is not entitled to compensation for originating or terminating switched access charges assessed for calls delivered to or originating from a Calling Service Provider. The term “Access Theft Case” shall specifically include, but is not limited to, the following: *Qwest Communications Corp. v. Farmers & Merchants Mutual Telephone Co.*, File No. EB-07-MD-001 (FCC); *Sancom, Inc. v. Qwest Communications Corp.*, No. 07-4147-KES (D. S.D.); *Northern Valley Communications L.L.C. and Sancom, Inc. v. MCI Communications Services, Inc. d/b/a Verizon Business Services*, Docket No. 1:07-cv-01016 (consolidated with No. 1:07-cv-04106) (D. S.D.); *Sancom, Inc. v. Sprint Communications Company*, Docket No. 4:07-cv-04107 (D. S.D.); *Northern Valley Communications L.L.C. v. Sprint Communications Company*, Docket No. 1:08-cv-01003 (D. S.D.); *Sancom, Inc. v. AT&T Corp.*, Docket No. 4:08-cv-04211 (D. S.D.); *Northern Valley Communications L.L.C. v. XO Communications Services, Inc.*, Docket No. 1:09-cv-01002 (D. S.D.); *Northern Valley Communications L.L.C. v. AT&T Corp.*, Docket No. 1:09-cv-01003 (D. S.D.); *Northern Valley Communications L.L.C. v. Qwest Communications Corporation*, Docket No. 1:09-cv-01004 (D. S.D.); *Qwest Communications Corporation v. Superior Telephone Cooperative, et al.*, Docket No. FCU-2007-0002 (Iowa Utilities Board); *MCI Communications Services, Inc. d/b/a Verizon Business Services v. Aventure Communication Technology, LLC*, Docket No. FCU-2008-0018 (Iowa Utilities Board); *AT&T*

Corp. v Superior Telephone Cooperative, et al., Docket No. 4:07-cv-00043 (S.D. Iowa); *Qwest Communications Corporation v. Superior Telephone Cooperative, et al.*, Docket No. 4:07-cv-00078 (S.D. Iowa); *Sprint Communications Company, L.P. v. Superior Telephone Cooperative, et al.*, Docket No. 4:07-cv-00194 (S.D. Iowa); and *Aventure Communications Technology LLC v. MCI Communications Services, Inc.*, Docket No. 5:07-cv-04095 (N.D. Iowa).

18. The phrase “fee, charge, inducement, or any other consideration” shall include, without limitation, payments for specific volumes of traffic; per-minute or per-transaction payments; flat monthly or annual payments; discounts below tariffed rates or other prevailing rates; waivers of recurring or nonrecurring charges, including waivers of special construction charges and installation charges; the provision of customer premises equipment or other equipment without charge; and promises to purchase goods or services.

19. The term “Agreement” means a mutual understanding between two or more persons about their relative rights and duties regarding past or future performances; a manifestation of mutual assent by two or more persons.

20. “Least Cost Routing” means a feature of a telephone system by which an outgoing telephone call is routed to or through the telecommunications carrier(s) in a manner that the call will cost the least amount to be delivered to the intended destination at that particular moment in time.

REQUESTS FOR PRODUCTION

1. Produce all Documents that refer, relate to or evidence any statements made by or to Sprint relating to “traffic pumping,” any Access Theft Case, any Calling Service Provider, or Northern Valley’s relationship with or provision of any services to Calling Service Providers,

including, without limitation, all statements Sprint has made internally, to any other IXC, to any governmental body or regulatory agency, or any other third party.

2. Produce Documents demonstrating whether Sprint's decision to dispute and not pay access invoices (or to continue disputing and not paying this invoices), from any party in this case, was made by the same people or undertaken in conjunction with Sprint's decision to begin disputing Voice over IP-originated traffic as discussed in the Court's order in *Central Tel. Co. v. Sprint Communications Co., LP*, 09-cv-720 (E.D. Va. 09-cv-720).

3. Produce all Documents that You referred to, used or identified in preparing your answers to any of Northern Valley's interrogatories served on You in this action.

4. Produce all Documents that refer, relate to or evidence Your analysis of call patterns involving telephone numbers associated with Northern Valley, or any Calling Service Provider that You know or believe to have received service from Northern Valley.

5. Produce all Documents that refer, relate to or evidence Your affirmative defense on page 3 of your Answer in the federal litigation that Northern Valley's claims under its state and/or federal tariffs are barred because "its tariff was unlawfully filed and is void *ab initio*."

6. Produce all Documents that refer, relate to or evidence Your allegation that Calling Service Providers are not "end users."

7. Produce all Documents relating to Sprint's payments, deferrals of payments, or refusal to make payments to Northern Valley, including all bills, invoices, receipts, account statements or any correspondence, whether within Sprint or with any third party, relating to Northern Valley's bills or invoices.

8. Produce all Documents relating to Sprint's payments, deferrals of payments, or refusal to make payments to South Dakota Network, including all bills, invoices, receipts,

account statements or any correspondence, whether within Sprint or with any third party, relating to South Dakota Network's bills or invoices.

9. Produce all Documents authored or reviewed since July 1, 2006 that refer or relate to any investigation, analysis, audit, or other inquiry conducted by or on behalf of Sprint with regard to LEC terminating access charges including all Documents exchanged with any third-party during the course of any such investigation, analysis, audit, or inquiry.

10. Produce all Documents authored or review since July 1, 2006 relating to any decisions or actions that You undertook or considered undertaking to disrupt – which includes, without limitation, call blocking, service degradation or reduction, call choking, or a refusal (permanent or temporary) to use certain existing trunk or access arrangements – calls to either a Northern Valley exchange or any Calling Service Provider.

11. Produce all Documents produced by You in *Qwest Communications Corp. v. Superior Telephone Coop.*, Docket No. FCU-07-2 (Iowa Utils. Bd.).

12. Produce all Documents that refer, relate to or evidence any communications that You have had either within Sprint, with any Sprint-affiliated Company, or with any other person relating to any provision of any tariff that Northern Valley has filed with either the Federal Communications Commission or the South Dakota Public Utilities Commission from January 1, 2004 to present.

13. Produce all Documents that refer, relate to or evidence any communications that You have had either within Sprint, with any Sprint-affiliated Company, or with any other person since July 1, 2006, relating to Northern Valley's assessment, right or ability to assess access charges for calls associated with Calling Service Providers.

14. With respect to any Sprint customers, affiliates, partners, or subsidiaries that

provide conferencing calling, chat-line, or similar services, regardless of whether those services are provided to the user for free or for a fee, produce all Documents that evidence, refer or relate to those persons' contract(s) with Sprint, the nature, type and location of the equipment and facilities used in providing those customers' services, and Sprint's invoices to and evidence of payment by any telecommunications provider for the provision of interexchange service, access service or any other telecommunications service.

15. Produce all Documents that refer, relate to or identify any instances in which Sprint has paid terminating access charges to any LEC that serves Calling Service Providers, including all Documents relating to Sprint's validation that such charges were owed, including any analysis of relevant tariffs.

16. Produce all Documents that refer, relate to or evidence all instances in which You or any Sprint-affiliated Company has paid a fee, charge, inducement, or any other consideration to any person, other than fees directly related to work performed to install, repair or maintain the necessary hardware or software, as a reward, incentive, or for purposes of customer origination or retention for the provision of any Sprint or Sprint-affiliated service, including local exchange services, long distance services, Internet access services, payphone services, SMS or text messaging services or data services. Such persons include, but are not limited to, hotels, motels, inns, lodges, and resorts; multiple dwelling buildings; office parks; office buildings; hospitals; airports; correctional facilities; and shopping malls.

17. Produce all Documents that refer, relate to or evidence all instances in which You have or any Sprint-affiliated Company has provided any "free" international calling, conferencing calling or chat-line services and sought intercarrier compensation in connection with the provision of such services.

18. Produce all Documents that refer, relate to or evidence any analysis or projections of all interstate terminating switched access charges that Sprint paid or would pay to Rural CLECs at any point from January 1, 2005 to present.

19. Produce all Documents relating to any expert witness that Sprint intends to have testify at trial or at a hearing in this matter.

20. Produce all Documents that evidence, refer, or relate to any damages for which Sprint seeks to hold Northern Valley liable in this action.

21. Produce all Documents that evidence, refer, or relate to any Joint Defense Agreement between Sprint and any other IXC regarding any Access Theft Case, any Calling Service Provider, or Northern Valley's relationship with or provision of any services to Calling Service Provider.

22. Produce all Documents received by Sprint in response to any subpoena that Sprint has issued in connection with this action.

23. Produce all Documents that evidence, refer, or relate to any increase in price that Sprint has charged to any wholesale long distance carrier customer in connection with delivering traffic to Northern Valley during the period January 1, 2005 to present.

24. Produce all Documents that evidence, refer, or relate to any deposition, trial testimony, or written regulatory testimony that any Sprint employee or representative has given in any proceeding related to any Access Theft Case.

25. Produce all deposition testimony or trial testimony of any Sprint employee, and any exhibits utilized in conjunction with that testimony from the case *Central Tel. Co. v. Sprint Communications Co., LP*, 09-cv-720 (E.D. Va. 09-cv-720).

26. For the period January 1, 2005 to present, produce one or more Documents that

identify the volumes of traffic delivered to Northern Valley by Sprint on its own behalf and on behalf of each of its wholesale customers and gross revenues associated with the traffic delivered on behalf of each wholesale customer.

27. Produce one or more Documents that refer, relate to or evidence the organizational structure of Sprint that identifies the departments, divisions or other areas of the corporation that were involved in the underlying facts at issue in this action on behalf of Sprint, including but not limited to the departments or divisions responsible for reviewing and paying LEC invoices for terminating access service.

28. Produce one or more Documents that refer, relate to or evidence the organizational structure of Sprint that identifies the Sprint employees who were involved in the underlying facts at issue in this action on behalf of Sprint, including but not limited to the employees responsible for reviewing and paying LEC invoices for terminating access service.

29. Produce one or more Documents that refer, relate to or evidence the corporate structure of Sprint, including Documents that refer to its relationship to any Sprint subsidiaries and Sprint-affiliated Companies.

30. Produce one or more Documents that refer to or evidence Sprint's document retention policy or practices throughout the time period specified in the Instructions above.

31. Produce all Documents that refer, relate to or evidence all communications, including Documents filed, with the Federal Communications Commission regarding LEC access charges since July 1, 2006.

32. Produce one or more diagrams that depict the path of a person-to-person long distance call that Sprint delivers to Northern Valley for termination.

33. Produce one or more diagrams that depict the path of a conference call that is

placed by a Sprint long distance customer and delivered to a Calling Service Provider at a telephone number provided by Northern Valley.

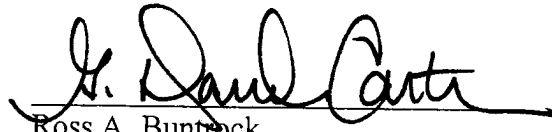
34. Produce all Documents that refer, relate to or evidence revenue-sharing agreements that Sprint has with third-party entities in South Dakota.

35. Produce one or more Documents sufficient to demonstrate the gross revenues that You have received during the relevant time period from other telecommunications carriers as a result of Least Cost Routing and being selected to deliver traffic for or on behalf of other carriers to Northern Valley.

36. Produce all Documents that refer, relate to or evidence increases in the prices charged by Sprint for the Least Cost Routing delivery of traffic to Northern Valley on behalf of other carriers.

37. Produce all documents that evidence, refer or relate to your response to the October 14, 2009 letter from the United States House of Representatives Committee on Energy and Commerce to Dan R. Hesse, Chief Executive Officer of Sprint, requesting information concerning, among other matters, Sprint's access charge disputes and its withholding of access charge payments from LECs. The documents sought in this request include, without limitation, the response itself, all non-privileged documents that were reviewed or considered in preparing that response, and all non-privileged communications relating to that October 14, 2009 letter or your response thereto.

Dated: March 21, 2011



Ross A. Buntrock
G. David Carter
ARENT FOX LLP
1050 Connecticut Ave, NW
Washington, DC 20036
(202) 775-5734
(202) 857-6395 (Fax)
buntrock.ross@arentfox.com
hazzard.michael@arentfox.com

and

James M. Cremer
BANTZ, GOSCH & CREMER, L.L.C.
305 Sixth Ave, SE
Aberdeen, SD 57402-0970
(605) 225-2232
(605) 225-2497
jcremer@bantzlaw.com

Attorneys for Northern Valley Communications, LLC

CERTIFICATE OF SERVICE

The undersigned attorney for Northern Valley Communications, LLC hereby certifies that on the 21st day of March 2011, a true and correct copy of the foregoing Northern Valley's First Requests for Production of Documents to Sprint was sent via electronic means and deposited into the U.S. mail, first-class postage prepaid, to:

Ms. Kara Semmler
Staff Attorney
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501
Kara.semmler@state.sd.us

Ms. Bobbi Bourk
Staff Analyst
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501
Bobbi.bourk@state.sd.us

Ms. Dara Pollman Rogers
Riter, Rogers, Wattier & Brown LLP
P.O. Box 280
Pierre, SD 57501-0280
dprogers@riterlaw.com

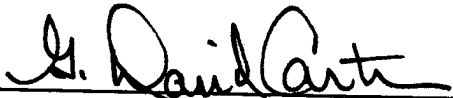
Mr. Jeffrey S. Larson
Larson & Nipe
P.O. Box 277
Woonsocket, SD 57385
jdlarson@santel.net

Ms. Margo D. Northrup
Riter, Rogers, Wattier & Brown LLP
P.O. Box 280
Pierre, SD 57501-0280
m.northrop@riterlaw.com

Ms. Meredith Moore
Cutler & Donahoe, LLP
100 N. Phillips Avenue, 9th Floor
Sioux Falls, SD 57104-6725
meredithm@cutlerlawfirm.com

Talbot J. Wiczorek
Gunderson, Palmer, Nelson & Ashmore, LLP
440 Mount Rushmore Road
Third Floor
P.O. Box 8045
Rapid City, SD 57701

Philip Schenkenberg
Briggs and Morgan, P.A.
80 South Eighth Street
2200 IDS Center
Minneapolis, MN 55402


G. David Carter