

**EXHIBIT G**  
**PUBLIC VERSION**

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 L.P.  
AGAINST SPLITROCK PROPERTIES,  
INC., NORTHERN VALLEY  
COMMUNICATIONS, INC., SANCOM,  
INC., AND CAPITAL TELEPHONE  
COMPANY

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SPRINT COMMUNICATIONS COMPANY L.P.'s ~~FIRST~~[SECOND](#) AMENDED ANSWERS  
TO  
NORTHERN VALLEY COMMUNICATIONS, LLC'S FIRST INTERROGATORIES

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TO: Northern Valley Communications, LLC and its lawyers David Carter, ARENT FOX  
LLP, 1050 Connecticut Ave, NW, Washington, DC 20036 and James M. Cremer,  
BANTZ, GOSCH & CREMER, L.L.C., 305 Sixth Ave, SE, Aberdeen, SD 57402-  
0970

For its ~~answers~~ [Second Amended Answers](#) and Objections to the First Interrogatories of  
Northern Valley Communications, LLC ("Northern Valley"), Sprint Communications Company  
L.P. ("Sprint") hereby states as follows:

GENERAL OBJECTIONS

1. Sprint objects to the Interrogatories, including the instructions and definitions, to  
the extent that Northern Valley purports to impose upon Sprint discovery obligations that are  
inconsistent with and/or exceed the discovery obligations under the South Dakota Rules of Civil  
Procedure. Sprint will comply with its discovery obligations under the South Dakota Rules of  
Civil Procedure.

2. Sprint objects to the Interrogatories to the extent that they seek discovery of information ~~that is outside the scope of the referral to the Commission by the United States District Court for the District of South Dakota, including, but not limited to: (1) Sprint's alleged liability for interstate access charges assessed by Northern Valley pursuant to its Tariff No. 3, which became effective in July 2010; and (2) Northern Valley's unjust enrichment claim, which was not referred by the District Court~~ related to Northern Valley's unjust enrichment claims pending in two federal court proceedings.

3. ~~Sprint objects to the Interrogatories to the extent they seek discovery of information related to Northern Valley's unjust enrichment claim in this case, which is the subject of a pending motion to dismiss, and which Northern Valley previously indicated it would withdraw.~~ Sprint objects to the definition of "Sprint" as overbroad and encompassing entities not a party to this case.

### ANSWERS AND SPECIFIC OBJECTIONS

All of the answers set forth below are subject to the foregoing general objections (which are expressly incorporated by reference into each such answer), in addition to any specific objections set forth in particular answers.

INTERROGATORY NO. 1.: State all factual and legal bases upon which You rely to support your claim that Calling Service Providers are not "end users."

ANSWER: Sprint objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, and seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence insofar as the Interrogatory is not limited to Calling Service Providers doing business with Northern Valley in the state of South Dakota. ~~Sprint further objects to this Interrogatory as premature to the extent that discovery is continuing and facts regarding Northern Valley's relationship with Calling Service Providers are in the possession, custody, or control of Northern Valley, Calling Service Providers with whom Northern Valley does~~

~~business, and/or other third parties.~~ Sprint also objects to this Interrogatory to the extent it seeks any information protected by the attorney-client privilege, joint defense or common interest privilege, and/or the attorney work product doctrine.

Subject to and without waiving its objections, Sprint states that the information produced by Northern Valley and Calling Service Providers and developed in discovery—including the contracts, understandings, relationships, payment streams, and course of dealing between Northern Valley and Calling Service Providers—will show conclusively that Calling Service Providers are not end users of Northern Valley local exchange service or end users of its access services. Sprint will present its case in its prefiled testimony.

INTERROGATORY NO. 2: State all factual and legal bases upon which You rely in asserting that Northern Valley is not entitled to payment from Sprint in accordance with Northern Valley's tariffed rates for terminating switched access calls from Sprint's customers. To the extent that your analysis varies based on the applicable tariff, set forth your analysis with regard to each relevant tariff.

ANSWER: Sprint objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, and seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. In particular, but without limitation, Sprint objects to the Interrogatory to the extent it seeks information relating to Northern Valley's Tariff No. 3, which became effective in July 2010 and is outside the scope of the referral to the Commission. Sprint further objects to this Interrogatory on the grounds that it is vague, ambiguous, and misleading insofar as it implies (incorrectly) that Northern Valley terminates switched access calls to Calling Service Providers. ~~Sprint also objects to this Interrogatory as premature to the extent discovery is continuing and facts regarding Northern Valley's relationship with Calling Service Providers are in the possession, custody, or control of Northern Valley, Calling Service Providers with whom Northern Valley does business, and/or other third parties.~~

Subject to and without waiving its objections, Sprint states that the information produced by Northern Valley and Calling Service Providers and delivered in discovery—including the contracts, understandings, relationships, payment streams, and course of dealing between Northern Valley and Calling Service Providers—will show conclusively that tariffed switched access charges are not due under the terms of Northern Valley's tariffs. Sprint will present its case in its prefiled testimony.

INTERROGATORY NO. 3.: Identify all LECs from whom Sprint has withheld, or is currently withholding, payment of invoiced terminating switched access charges associated with calls made to and/or terminated with Calling Service Providers. For each of these LECs, identify:

- a. the LEC from whom payment was withheld;
- b. the time period during which such payments were withheld;
- c. the amount of switched access charges that have been billed to Sprint but for which Sprint has withheld or otherwise refused payment; and
- d. Sprint's reason(s) therefor.

ANSWER: Sprint objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, harassing and oppressive, and seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. In particular, but without limitation, the Interrogatory is not properly limited to information relating to Northern Valley's invoices to Sprint for call traffic to Calling Service Providers. Sprint further objects to this Interrogatory on the grounds that it is vague, ambiguous, and misleading insofar as it implies (incorrectly) that Northern Valley terminates switched access calls to Calling Service Providers.

INTERROGATORY NO. 4.: Identify all LECs to whom Sprint has paid, or currently does pay, terminating switched access charges associated with calls made to and/or terminated with Calling Service Providers. For each of these LECs, identify:

- a. the LEC to whom payment was made;
- b. the time period during which such payments were made;
- c. whether Sprint made such payments pursuant to one or more tariffs, contracts, settlement agreements, or otherwise; and
- d. whether Sprint has made any objections or taken any action to recoup these payments.

ANSWER: Sprint objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, and seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. In particular, but without limitation, the Interrogatory is not properly limited to information relating to any payments by Sprint for South Dakota call traffic to Calling Service Providers. Sprint further objects to this Interrogatory insofar as it seeks information that is confidential pursuant to agreements with third parties and is subject to production only pursuant to court or administrative order or via subpoena. Sprint also objects to this Interrogatory on the grounds that it is vague, ambiguous, and misleading insofar as it implies (incorrectly) that Northern Valley or other LECs terminate switched access calls to Calling Service Providers.

Subject to and without waiving its objections, and answering as to the state of South Dakota, Sprint states that it does not knowingly pay terminating access charges to any LECs for pumped traffic without disputing those charges.

INTERROGATORY NO. 5.: State whether You or any affiliate or subsidiary has provided, currently provides, or sought to provide or discussed providing any free calling services similar, when viewed from the perspective of the consumer, to those services offered by the Calling Service Providers (e.g., free conference calls or chat-lines), and, if so, identify:

- a. the individuals involved in evaluating the potential services, including the negotiation of any contracts; and
- b. all companies with which Sprint or its affiliate negotiated, discussed, contracted, engaged or engages to provide these services to Sprint or its affiliates' customers, including strategic partners, conference service operators, web-based companies, equipment manufacturers or any other individuals or companies.

ANSWER: Sprint objects to this Interrogatory on the grounds that it is vague, ambiguous, and misleading insofar as the identities of the "Calling Service Providers" are unknown, and the phrase "free calling services similar, when viewed from the perspective of the consumer, to those services offered by Calling Services Provides" is unclear and undefined. Sprint further objects to this Interrogatory on the grounds that it is overly broad, unduly

burdensome, oppressive and harassing, and seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving its objections, Sprint states that it does not provide any free conference call or chat line services to its customers.

INTERROGATORY NO. 6.: For the period January 1, 2005 to the present, identify all instances where Sprint blocked or otherwise refused to accept traffic bound for any LEC because Sprint believed the calls were made to and/or terminated with Calling Service Providers. For each instance identified:

- a. describe all Communications among Sprint personnel regarding the decision to block traffic;
- b. provide the date or time frame of the Communications;
- c. describe the particular action or actions taken to block or otherwise refuse to accept the traffic.

ANSWER: Sprint objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, and seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. In particular, but without limitation, the Interrogatory is not properly limited to information relating to Sprint purportedly blocking or refusing to accept call traffic bound for Northern Valley in South Dakota.

Subject to and without waiving its objections, Sprint states that it has never blocked or refused to accept any traffic destined for numbers associated with Northern Valley in South Dakota, and that Sprint has never declined to accept traffic for calls that callers intended to deliver to telephone numbers associated with Northern Valley in South Dakota.

INTERROGATORY NO. 7.: For each month from January 1, 2005 to the present, set forth (a) the total volume of minutes; and (b) gross revenues that Sprint has collected from its long distance customers as a result of calls placed to and/or terminated at any of the following telephone numbers assigned to Calling Service Providers by Northern Valley:

**Telephone Numbers**  
**(all numbers are area code 605)**

475-4000 to 475-4099
475-4130 to 475-4369
475-4370 to 475-4519
475-4700 to 475-4799

475-4800 to 475-4999
475-6000 to 475-6399
475-6400 to 475-6599
475-6600 to 475-6799
475-6800 to 475-6999
475-8000 to 475-8499
475-8500 to 475-8999
725-1900 to 725-1903
725-1905 to 725-1906
725-1908 to 725-1915
725-1919
725-1921 to 725-1925
725-3200
725-3202 to 725-3208
725-3215
725-3500 to 725-3502
725-3505 to 725-3507
725-3560 to 725-3563
725-3600
725-3602
725-3604
725-3608
725-4800 to 725-4802
725-4809 to 725-4821



For all Sprint long-distance customers who made calls to CSPs during this period who pay a flat, non-usage-sensitive fee (unlimited long distance plans) for Sprint's long-distance service, set forth the number of such customers each month, the average price(s) they paid for such long-distance service, and the percentage of such customers' long-distance calls to CSPs vis-à-vis their total long-distance usage under those unlimited-calling plans.

ANSWER: Sprint objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, harassing and oppressive, and seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible [evidence](#). In particular, but without limitation, this Interrogatory improperly seeks information related to Northern Valley's unjust enrichment claim which is not properly before the Commission. Furthermore, the Interrogatory improperly seeks information that Sprint does not maintain in the ordinary course of business, and generating responsive information would be enormously expensive and time consuming, as it would require individual evaluation of millions of CDRs. [Sprint has no obligation to perform studies or create analyses to answer interrogatories.](#)

#### Volumes of Minutes

[Sprint's long distance services are billed and tracked based on the origination point of the service. Sprint does not maintain minute of use information for its long distance services by termination points. To provide such information, Sprint would have to extract it from its records. The level of effort for Sprint to extract termination minutes by geographic area would be significant both in effort and costs. The period length of this request runs back more than five years. Sprint has an active database against which it may be able to run queries on minutes of](#)

use going back six month, but obtaining terminating minutes of use by geography for any longer period would require turning either to archived material no longer stored in the active database or to call detail records. For the archived material, unarchiving this amount of detailed information is time consuming and would force Sprint to incur unexpected information technology costs and possibly additional labor costs. Moreover, the archives for the minute of use database themselves only go back an additional seven month, totaling 13 months of available minute data, and would thus be insufficient to complete the inquiry. If call detail records were used instead, extracting minutes of use to a geographical area from billings of records of individual customers would require not only work but substantial amounts of expensive computer time. The call detail records older than 18 months would need to be unarchived to complete the request.

Sprint further states that Sprint understands the parties have no dispute as to the number of minutes delivered to Northern Valley's CCC partners, making this inquiry unnecessary for purposes of this case.

#### Revenues

Sprint's long distance services are billed and tracked based on the origination point of the service. Sprint does not maintain revenue information for its long distance services by termination points. Calculating revenues for specific calls would be even more difficult to perform than the calculation of minutes of use. In order to attempt to associate revenue with terminating location, after determining the minutes of use terminating to the numbers identified (as described above), Sprint would have to determine which of those minutes were associated with particular customers, which calling plans those customers were on at each point in time, and the applicable rates. The bulk of Sprint's retail customers are on unlimited plans from which Sprint derives no revenue for each minute of use, much less minutes to particular terminating

points. Other customers are on plans in which they receive a certain number of minutes "in plan" and then pay only for minutes above that amount. For these customers, Sprint would need to determine which calls exceeded the customer's plan minutes and how revenue should be allocated. Still others are billed per-minute rates, which may have varied over time. Attempting to determine what revenues were associated with calls terminating to specific numbers for any time period, much less a period of more than four years, would be an extremely complicated and burdensome task that would have to be performed individually for the millions of customers for each month covered in this data request.

INTERROGATORY NO. 8.: For the period January 1, 2005 to the present, set forth the gross revenues associated with being selected to deliver traffic on behalf of other carriers as a result of Least Cost Routing for each month for the traffic delivered to Northern Valley by Sprint.

ANSWER: Sprint objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, and seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. In particular, but without limitation, this Interrogatory improperly seeks information related to Northern Valley's unjust enrichment claim which is not properly before the Commission. Sprint further objects to this Interrogatory as vague and ambiguous as the phrase "being selected to deliver traffic on behalf of other carriers as a result of Least Cost Routing" is unclear and undefined.

INTERROGATORY NO. 9.: For the period January 1, 2005 to the present, identify all instances where Sprint has increased the price charged to other carriers for delivering traffic to Northern Valley under the terms available for Least Cost Routing. For each instance identified:

- a. describe all Communications among Sprint personnel regarding the decision to increase the price;
- b. describe all Communications between Sprint personnel and employees or representatives of the other carrier;
- c. provide the date or time frame of the Communications;
- d. describe the reason or bases for the increase; and
- e. produce all Documents and Communications relating to the increases.

ANSWER: Sprint objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, harassing and oppressive, and seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. In particular, but without limitation, this Interrogatory improperly seeks information related to Northern Valley's unjust enrichment claim which is not properly before the Commission. Furthermore, this Interrogatory improperly seeks information relating to "all" communications among Sprint personnel internally and between Sprint Personnel and representatives of "other" carriers, and seeks information on all price "increases" over a nearly five year period. Sprint further objects to this Interrogatory on the grounds that the phrase "terms available for Least Cost Routing" is vague and ambiguous.

INTERROGATORY NO. 10.: Identify the Sprint personnel or individuals acting on behalf of Sprint including, but not limited to, employees of third-party auditing firms, involved in or with personal knowledge of the process of investigating and deciding whether to pay switched access charges associated with calls made to and/or terminated with Calling Service Providers invoiced by Northern Valley. For each Person identified:

- a. describe all non-privileged Communications regarding the investigation of the decision whether to pay invoiced terminating switched access charges;
- b. provide the date or time frame of the Communications; and
- c. produce all Documents evidencing or relating to the Communications.

~~FIRST AMENDED-ANSWER:~~ Sprint objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, harassing and oppressive, and seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. In particular, but without limitation, this Interrogatory improperly seeks information related to Northern Valley's unjust enrichment claim which is not properly before the Commission. Furthermore, this Interrogatory improperly seeks information relating to "all" Sprint employees that may have some knowledge of Sprint's investigation of and decision whether or not to pay Northern Valley, regardless of the level of knowledge, and improperly seeks a description of "all" non-privileged communications relating in any way to Sprint's investigation of and decision

whether or not to pay Northern Valley. Subject to and without waiving its objections, Sprint states that the following individuals have responsive information relating to Sprint's investigation and decision whether to withhold payment on calls to Call Servicing Providers invoiced by Northern Valley: Julie Walker, Regina Roach, and Amy Clouser. These individuals would likely have had conversations relating to the investigation into Northern Valley's traffic pumping scheme, the volume of traffic delivered to CCCs, the invoices issued by Northern Valley, and the disputes submitted by Sprint. In particular, on August 27, 2007, Julie Walker requested a traffic study from Gregg Pollock for end office RDFDSDAHRSO. Around that same time Ms. Walker placed a contact log note on Northern Valley's August 2007 invoice asking the analyst speak with her before paying that invoice because of suspected toll fraud. After the traffic study performed confirmed that minutes were being generated to free calling services the analyst was instructed to dispute terminating charges. The analyst then filed a dispute.

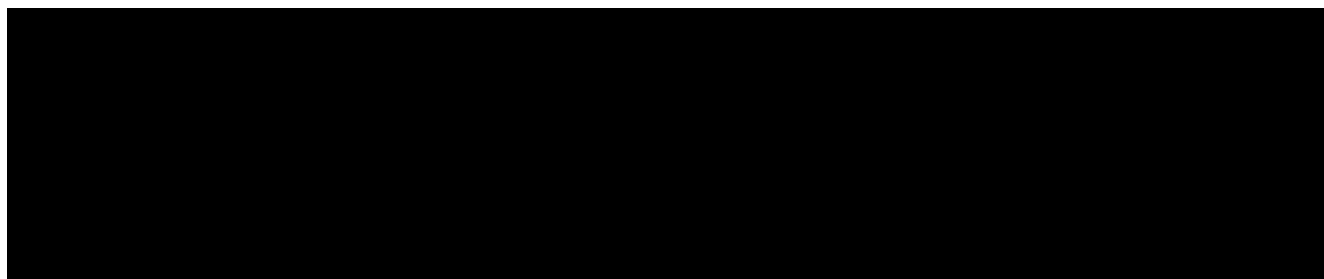
Non-privileged written communications have been produced.

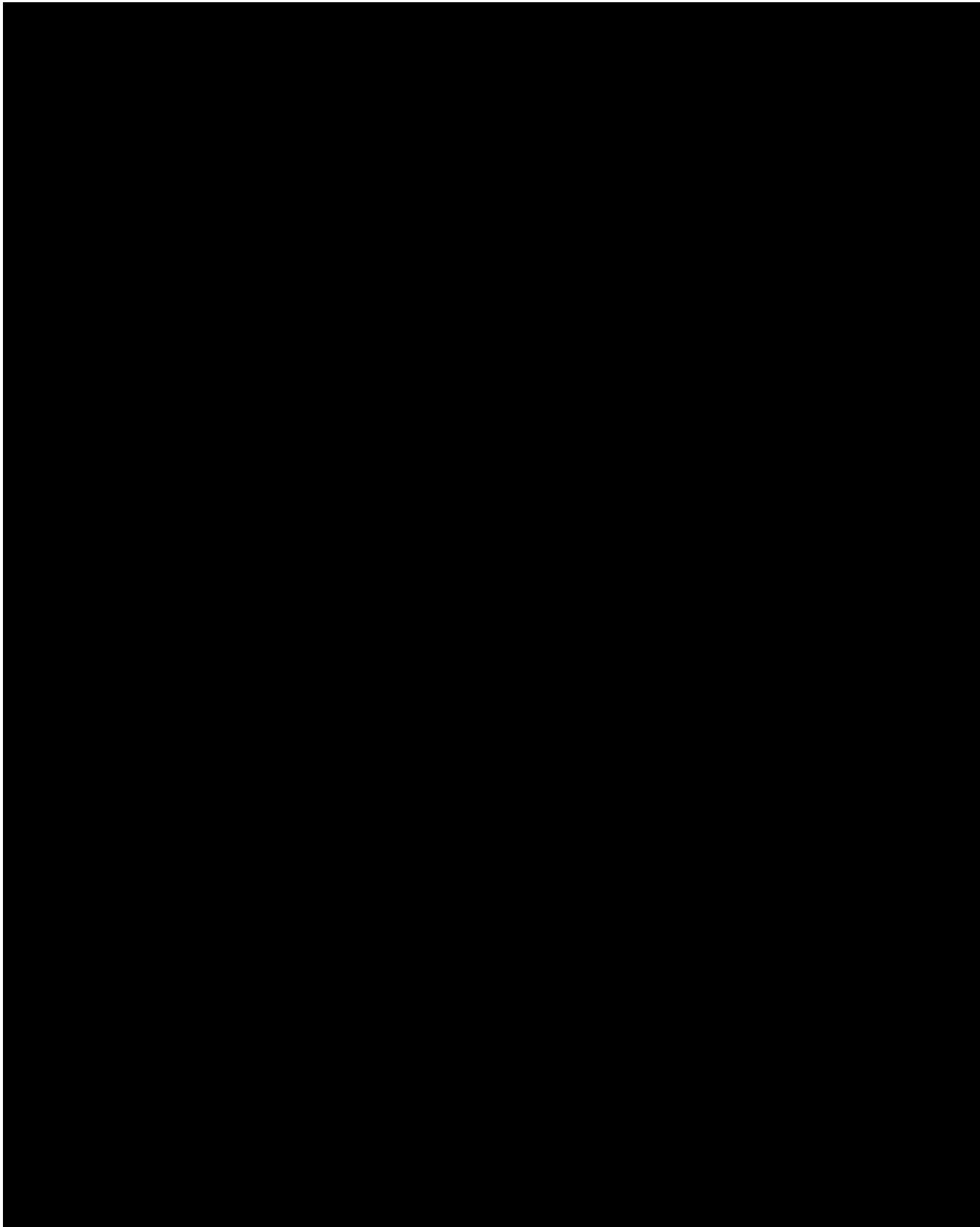
INTERROGATORY NO. 11.: For each invoice that Northern Valley has sent to Sprint that Sprint has not paid in full, identify:

- a. the amount of minutes of traffic that Sprint attributes to calls to Calling Service Providers; and
- b. the amount of minutes of traffic that Sprint acknowledges terminated in Northern Valley's local service territory to Northern Valley end-users.

ANSWER:

THE FOLLOWING ANSWER IS CONFIDENTIAL IN ACCORDANCE WITH THE PARTIES' PROTECTIVE AGREEMENT





INTERROGATORY NO. 12.: Identify all Calling Service Providers to which Sprint provides telecommunications services.

ANSWER: Sprint objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, harassing and oppressive, and seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. In particular, but without limitation, this Interrogatory improperly seeks information about Sprint's own provision of telecommunications services to Calling Service Providers which is not at issue in this case. ~~Sprint further objects to this Interrogatory as vague insofar as the particular Calling Service Providers and/or telecommunications services are not identified.~~ Subject to those objections and without waiver thereof, to its knowledge Sprint provides no telecommunications services to entities that provide free or nearly-free conference calling, chat-line or similar services.

INTERROGATORY NO. 13.: With regard to each person whom You expect to call as an expert witness at trial, state:

- a. the individual's name;
- b. the subject matter on which the expert is expected to testify;
- c. the substance of the facts and opinions to which the expert is expected to testify;  
and
- d. a summary of the grounds for each opinion.

ANSWER: Sprint objects to this Interrogatory on the grounds that it is premature as Sprint has not yet identified any expert testimony it will present at the hearing. Sprint has retained Don Wood (Wood and Wood, Alpharetta Georgia) for purposes of this case. Subject to and without waiving its objections, Sprint will present its case in its prefiled testimony in accordance with a prehearing schedule set by the Commission.