

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE AMENDED)	DOCKET NO. TC09-098
COMPLAINT OF SOUTH DAKOTA)	
NETWORK, LLC, AGAINST SPRINT)	
COMMUNICATIONS COMPANY L.P.)	
)	
IN THE MATTER OF THE THIRD PARTY)	SPRINT COMMUNICATIONS
COMPLAINT OF SPRINT)	COMPANY L.P.'S MOTION FOR
COMMUNICATIONS COMPANY L.P.)	APPROVAL OF SECOND
AGAINST SPLITROCK PROPERTIES, INC.,)	AMENDMENT TO
NORTHERN VALLEY COMMUNICATIONS,)	CONFIDENTIALITY AGREEMENT
INC., SANCOM, INC., AND CAPITAL)	
TELEPHONE COMPANY)	

COMES NOW, Sprint Communications Company L.P. (“Sprint”), by and through its counsel of record, Talbot J. Wiczorek Gunderson, Palmer, Nelson & Ashmore, LLP, and Philip R. Schenkenberg, Briggs and Morgan, P.A., 80 South 8th Street, 2200 IDS Center, Minneapolis, Minnesota, and hereby requests that the South Dakota Public Utilities Commission (the “Commission”) adopt Sprint’s proposed Second Amendment to Confidentiality Agreement. In support thereof, Sprint states the following:

1) Following the dismissal of claims between Sprint and Northern Valley Communications, Inc. (“Northern Valley”), the only two active parties in this case will be Sprint and South Dakota Network, LLC (“SDN”). Neither Northern Valley nor SDN opposes this motion.

2) The original Confidentiality Agreement approved by the Commission allows Designated Material obtained in discovery to be used in certain identified “related litigation” between parties.

3) Sprint anticipates that there may be litigation initiated between Sprint and SDN to address access charges assessed by SDN for interstate chat line or conference line calls that are

beyond the Commission's jurisdiction, and would like such litigation to be within the definition of "related litigation;"

4) Sprint's proposed Second Amendment to Confidentiality Agreement is attached hereto as Exhibit A;

5) Amending the definition of "related litigation" in this way will limit burdens on the parties, former parties, and non-parties alike by eliminating the need for duplicative discovery if these same issue are litigated in a different venue; and

6) As required by ¶ 3 of the Confidentiality Agreement, any Designated Material used in related litigation will be subject to the same level of protection from disclosure afforded herein.

Dated: October 26, 2012.

BRIGGS AND MORGAN, P.A.

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