

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

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

**SPRINT COMMUNICATIONS COMPANY L.P.’S ANSWER TO
NORTHERN VALLEY COMMUNICATIONS L.L.C.’S AMENDED COUNTERCLAIMS**

Sprint Communications Company L.P. (“Sprint”), by and through its attorneys 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, responds to Northern Valley Communications L.L.C.’s (“Northern Valley”) Amended Counterclaim as follows:

1. Denies any and all allegations not specifically admitted.
2. States paragraph 1 is Northern Valley’s characterization of its Counterclaim, to which Sprint is not required to respond.
3. Admits paragraphs 2 and 3.
4. With respect to paragraph 4, admits the Commission has jurisdiction over Counts I and II, but denies the Commission has jurisdiction to hear the claim asserted, or to award the relief requested, in Count III.

5. Admits paragraphs 5 and 6.
6. With respect to paragraph 7, admits only that it delivers some long distance calls to be terminated on phone lines owned by LECs, and otherwise denies the allegations.
7. Denies paragraph 8 as stated, but admits it delivered some long distance calls to be terminated through facilities of South Dakota LECs.
8. Denies paragraph 9 as stated, but admits Sprint has, in some cases, paid originating and terminating access charges.
9. Denies paragraph 10 as stated, but admits switched access charges have been contained in FCC or state tariffs.
10. Without admitting those tariffs are valid and enforceable, admits paragraph 11.
11. Admits paragraph 12 only with respect to calls not delivered to call connection companies (“CCCs”), and otherwise denies the remaining allegations.
12. With respect to paragraph 13, Sprint admits it has withheld payment of some intrastate access charges for traditional (non-CCC) traffic, but denies it has withheld “hundreds of thousands of dollars” of such charges, and denies the remaining allegations.
13. With respect to paragraph 14, Sprint states affirmatively that it claims to be relieved of the obligation to issue payment to Northern Valley as a result of its affirmative defenses, its interstate tariff refund claims, and its tort claims, which remain pending before the federal district court.
14. With respect to paragraph 15, Sprint admits it has not issued a check to Northern Valley of certain withheld intrastate charges billed for traditional (non-CCC) traffic, and denies the remaining allegations.
15. With respect to paragraph 16, Sprint admits it takes that position, among others.

16. States that the cited statutes and authorities in paragraphs 17 through 19 speak for themselves.

17. Denies paragraph 20.

18. Admits it has not paid Northern Valley access charges billed for calls to CCCs, and otherwise denies paragraph 21.

19. Admits there may be some small number of such calls, and otherwise denies paragraph 22 and the relevance thereof.

20. Admits Northern Valley has sent invoices to Sprint, and otherwise denies paragraph 23.

21. Admits it has sent traffic to Northern Valley as obligated by law, and otherwise denies paragraph 24.

22. Denies paragraph 25.

23. Is not required to respond to the demands for relief under Count I, Count II, and Count III, but denies any factual allegations contained therein.

AFFIRMATIVE DEFENSES

1. Northern Valley's Counterclaim fails to state a claim upon which relief may be granted.

2. Northern Valley demands relief the Commission has no jurisdiction to award.

3. Northern Valley's request that the Commission establish a regulated, retroactive rate for a non-tariffed service is contrary to the statutes on which the Commission's authority is based.

4. To the extent Northern Valley seeks to enforce equitable rights, Northern Valley is not entitled to any such relief by application of the doctrines of estoppel and unclean hands.

5. The Commission cannot order that Sprint must make payment of a sum certain to the extent Sprint's affirmative defenses and counterclaims are beyond the Commission's jurisdiction and pending before the federal district court.

6. Northern Valley's claims are barred in full or in part by the doctrines of waiver and/or accord and satisfaction.

PRAYER FOR RELIEF

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

- (a) Dismissing the Counterclaim in its entirety, with prejudice; and
- (b) Awarding Sprint such other and further relief as the Commission deems just and equitable.

Dated: August 31, 2012

BRIGGS AND MORGAN, P.A.

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