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BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF SOUTH DAKOTA

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In the Matter of the Approval of the Petition  
for Arbitration of an Interconnection  
Agreement Between Midcontinent  
Communications and  
James Valley Cooperative Telephone  
Company

Docket No. TC21-124

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**MIDCO SECOND DISCOVERY REQUESTS TO JAMES VALLEY**

Midcontinent Communications (“Midco”) hereby serves its Second Discovery Requests on James Valley Cooperative Telephone Company (“James Valley”) in the above-captioned docket. Unless otherwise noted in a specific request, the Discovery Requests are directed to James Valley specifically, and its responses should be provided, as appropriate.

You are requested and required to answer fully and under oath, pursuant to S.D. Admin. R. 20:10:01:22.01, each of the following Discovery Requests and serve a copy of your answers and responses thereto upon Patrick Mastel, Senior Vice President and General Counsel of Midco and on J.G. Harrington, counsel to Midco, on or before May 2, 2022, unless otherwise Ordered by the Commission or agreed among the parties. Please be advised that your answers must include all information available not only to you, but to your agents, officers, representatives, employees, attorneys, insurers, or others who have information available to you upon inquiry to them.

**I. DEFINITIONS AND INSTRUCTIONS**

**A. DEFINITIONS**

As used herein, the following terms have the meaning as set forth below:

1. The term “you” refers to James Valley.
2. The terms “document” or “documents” as used herein shall include, without limitation, any writings and documentary material of any kind whatsoever, both originals and copies (regardless of origin and whether or not including additional writing thereon or attached thereto), and any and all drafts, preliminary versions, alterations, modifications, revisions, changes and written comments of and concerning such material, including but not limited to: correspondence, letters, memoranda, notes, reports, directions, studies, investigations, questionnaires and surveys, inspections, permits, citizen complaints, papers, files, books,

manuals, instructions, records, pamphlets, forms, contracts, contract amendments or supplements, contract offers, tenders, acceptances, counteroffers or negotiating agreements, notices, confirmations, telegrams, communications sent or received, print-outs, diary entries, calendars, tables, compilations, tabulations, charts, graphs, maps, recommendations, ledgers, accounts, worksheets, photographs, tape recordings, movie pictures, videotapes, transcripts, logs, workpapers, minutes, summaries, notations and records of any sort (printed, recorded or otherwise) of any oral communication whether sent or received, and other written or electronic records or recordings, in whatever form, stored or contained in or on whatever medium including computerized or digital memory or magnetic media that: (a) are now or were formerly in your possession, custody or control; or (b) are known or believed to be responsive to these interrogatories, regardless of who has or formerly had custody, possession or control.

3. The term “including” means “including, but not limited to.”

4. “Affiliate” means a person or entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person or entity. For purposes of this definition, “own” means to own an equity interest (or the equivalent thereof) of more than five (5) percent.

5. “Service provider” refers to a provider of wired or wireless retail voice service, including Voice over Internet Protocol (“VoIP”) service and any provider of transiting or tandem switching or transport services (e.g., Intelliquent, SDN Communications).

## **B. INSTRUCTIONS**

1. If you maintain that any document or record that would be responsive to any of the data requests has been destroyed, set forth the content of said document, the location of any copies of said document, the date and circumstances of said destruction, and the name of the person who ordered or authorized such destruction.

2. In answering these data requests, furnish all responsive documents in your possession or in the possession of any of your directors, officers, employees, agents, representatives, or attorneys.

3. If you cannot answer a data request in full after exercising due diligence to secure all the information requested, or does not have precise information with regard to any part of a data request, so state in the response, describing in full the efforts to obtain the information requested, and then proceed to respond to the fullest extent possible. If an objection is made to any part of a data request, answer all parts of the data request to which you do not object, and as to each part to which you do object, separately set forth the specific basis for the objection.

4. Where the data requested, including but not limited to cost studies and related information, is or can be made available on diskette, please provide the documentation on diskette and indicate the format the data reside in.

5. If a responsive document is considered to contain confidential, proprietary, or otherwise protected information, please furnish this document subject to a protective agreement.

6. If any information is withheld under a claim of privilege, please describe the information without revealing the asserted privileged information, and provide a statement of the basis upon which the claim of privilege is based.

7. If any of the information requested by a data request varies over time, state the response for each period of time as to which the response differs, and identify the time periods.

8. These interrogatories and requests are considered continuing and should be supplemented as additional information becomes available.

9. Unless stated otherwise, words and phrases have the meaning defined in the Communications Act of 1934, as amended.

## II. INTERROGATORIES

### **Interrogatory No. 1:**

For each Interrogatory, identify the person who assisted in the preparation of the response or who provided information for the purpose of preparing the response.

### **Interrogatory No. 2:**

Identify each witness that James Valley intends to have provide testimony in this proceeding. For each witness, provide:

- a. Name of the witness;
- b. Occupation;
- c. Employer and other relevant affiliations;
- d. Whether the witness will testify as an expert or as a fact witness. For any expert witness, provide a resume or equivalent information on the witness' qualifications;
- e. The topics on which the witness will testify, including the specific identified hearing issues (as described in Midco's April 19 Response to James Valley's List of Disputed Issues) and any other matters that the witness will address; and
- f. A list of prior testimony before the Commission and any other telecommunications regulatory bodies on any of the identified issues and on any matter within the last five (5) years. For each proceeding in which testimony was offered, provide the name of the body before which the testimony was offered, the title or caption of the proceeding, and the docket number or other identifier sufficient to locate the proceeding.

**Interrogatory No. 3:**

Identify each service provider with which James Valley or any of its affiliates knowingly exchanges traffic, directly or indirectly, that does not hold a certificate of authority to provide local exchange services in South Dakota, including all providers of wireless services and transit services (e.g., Inteliquent). For each such provider, describe:

- a. The type of service provided by the service provider; and
- b. The contractual or other basis on which the traffic is exchanged between James Valley (or its affiliate) and the service provider (e.g., interconnection agreement, tariff).

**Interrogatory No. 4:**

Identify each interconnection agreement between James Valley or any of its affiliates and any service provider that contains the following provision or any other provision intended to ensure or clarify that the agreement is contingent upon the other party complying with Commission orders:

This Agreement is subject to and contingent upon it and each Party complying with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to performance under this Agreement.

For each such agreement, provide:

- a. The name of the other service provider;
- b. The date the agreement was approved by the Commission and the docket number in which the agreement was approved (or, if not approved by the Commission, so indicate and provide the date the agreement became effective); and
- c. The text of the provision as it appears in the agreement.

**Interrogatory No. 5:**

To the extent that there is any additional information relating to any of the discovery requests made in the January 18, 2022 Midco Discovery Requests to James Valley, or that the answers provided in response to those requests have changed, provide any such additional information and/or changes to the responses.

**REQUESTS FOR PRODUCTION**

**Request for Production No. 1:**

Provide all documents that James Valley relied on or that support its answers to the Interrogatories.

**Request for Production No. 2:**

Produce all documents not previously identified in any response to any discovery request and known to you as containing, referring to, or relating to the matters at issue in this proceeding.

**Request for Production No. 3:**

Produce all documents not previously provided to Midcontinent that establish the basis on which James Valley exchanges traffic with entities identified in response to Interrogatory No. 43

**Request for Production No. 4:**

Produce all documents not previously provided to Midcontinent identified in response to Interrogatory No. 4.

**Request for Production No. 5:**

Produce all documents not previously provided to Midcontinent identified in response to Interrogatory No. 5.

DATED this 20th day of April 2022.

/s/ J.G. Harrington

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Counsel to Midcontinent Communication