

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

= = = = =

IN THE MATTER OF THE COMPLAINT FILED TC10-026
BY SPRINT COMMUNICATIONS COMPANY, LP
AGAINST NATIVE AMERICAN TELECOM, LLC
REGARDING TELECOMMUNICATIONS SERVICES

= = = = =

Transcript of Proceedings, via the Internet
April 9, 2013

= = = = =

BEFORE THE PUBLIC UTILITIES COMMISSION,
GARY HANSON, CHAIRMAN
CHRIS NELSON, VICE CHAIRMAN
KRISTIE FIEGEN, COMMISSIONER

COMMISSION STAFF
Rolayne Ailts Wiest
Karen Cremer

APPEARANCES

Scott Swier, Native American Telecom
Scott Knudson, Sprint Communications
Tom Tobin, Sprint Communications
Margo Northrup, South Dakota Network
William Van Camp, AT&T

Reported By Cheri McComsey Wittler, RPR, CRR

1 TRANSCRIPT OF PROCEEDINGS, via the internet,
2 held in the above-entitled matter, at the South Dakota
3 State Capitol Building, 500 East Capitol Avenue, Pierre,
4 South Dakota, on the 9th day of April, 2013, commencing
5 at 9:30 a.m.

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 CHAIRMAN HANSON: The item is TC10-026, In the
2 matter of a Complaint filed by Sprint Communications
3 Company, LP, against Native American Telecom. And it
4 regards telecommunications services.

5 The question before the Commission is shall the
6 Commission grant Native American Telecom's continuance of
7 the hearing request? Or shall the Commission hear
8 argument on Sprint's Motion for Summary Judgment?

9 Obviously, we'll first hear from Native American
10 Telecom regarding their request for a continuance of the
11 hearing.

12 Excuse me. Ms. Wiest has something to say
13 before I go to Mr. Swier.

14 MS. AILTS WIEST: Before we -- just a note to
15 anyone who is speaking is that our court reporter,
16 Cheri Wittler, was unable to make it to the meeting due
17 to the road conditions. She is listening over the
18 internet.

19 What I would ask the parties is that they
20 identify themselves prior to the time that they're
21 speaking. I don't believe that we would be getting into
22 any confidential information. If so, I guess, we can
23 handle that, but then we'll have to turn the internet
24 off, of course. But just be cognisant of that.

25 CHAIRMAN HANSON: Thank you. And we are at this

1 juncture just addressing the Native American Telecom's
2 request for a continuance of the hearing.

3 Mr. Swier.

4 MR. SWIER: Good morning, Mr. Commissioner.
5 Scott Swier appearing on behalf of Native American
6 Telecom this morning. I think you'll be pleased to know
7 hopefully this will be about a 30-second issue. I think
8 we reached a resolution.

9 Just a little background. Late last week I
10 received a supplemental filing from Sprint. Didn't have
11 an opportunity to review any of those documents until
12 Thursday of last week. So originally we requested a
13 continuance to give NAT a fair opportunity to respond to
14 that supplemental authority.

15 Ms. Cremer and I got together along with
16 Sprint's counsel, and I think what we've agreed today is
17 we are going to go forward with all the issues that were
18 already kind of teed up for today, that the Commission,
19 of course, would not be making any decision today, and
20 that NAT would have a full and fair opportunity to
21 respond to those supplemental filings.

22 I think that's where we're at today. But we're
23 prepared to go forward with that caveat that, of course,
24 no decision is going to be made today and we be given a
25 fair opportunity to respond to those late filings.

1 CHAIRMAN HANSON: Thank you, Mr. Swier. And I
2 don't see anyone else moving to the podium to -- I do.
3 I'm going to assume that we just dispense of it
4 immediately. Go ahead.

5 MR. KNUDSON: (Inaudible).

6 The Motion for continuance has been deemed
7 withdrawn. We offered to continue the hearing on our
8 Motion yesterday and were refused. Therefore, I think
9 one can conclude that any claim of prejudice on the part
10 of NAT must be deemed waived.

11 We'd simply also point out that Sprint found
12 itself in a similar situation in the SDN case versus
13 Sprint where Northern Valley filed the Connect America
14 Decision shortly before the hearing on that case.

15 That was an Order of several hundred pages.
16 That was filed six days before the hearings, responded to
17 that filing within two days. I think appropriate for NAT
18 to do the same during the same time frame. But,
19 nonetheless, we're willing to allow NAT to file a
20 supplemental response to our additional authority.

21 Finally, I just want to point out that yesterday
22 NAT filed an Affidavit in this proceeding, and I find it
23 strange that we would be accused of bad faith in our
24 filing of supplemental authority for the Federal
25 Communications Commission when NAT files a Affidavit of

1 somebody that purports to have knowledge of what's
2 happening on the reservation.

3 With that, I think you can conclude that the
4 Motion For Continuance is over and we move to the merits
5 of Sprint's Motion.

6 COMMISSIONER FIEGEN: Mr. Chairman.

7 CHAIRMAN HANSON: Yes, Commissioner Fiegen.

8 COMMISSIONER FIEGEN: We did not hear the first
9 15 seconds so I didn't hear who was speaking.

10 CHAIRMAN HANSON: That was Mr. Scott Knudson
11 with Sprint.

12 COMMISSIONER FIEGEN: Okay. Thank you.

13 CHAIRMAN HANSON: And I would -- I don't believe
14 I need to speak on behalf of anyone, but perhaps NAT
15 would state that they don't have quite the number of
16 counsel that Sprint does in order to come back with an
17 answer quite as quickly as that.

18 We don't need to take shots at each other just
19 yet on some of these things. We appreciate your
20 comments, though.

21 Staff, did you have something to add?

22 MS. CREMER: Staff does not. Thank you.

23 CHAIRMAN HANSON: Thank you. Then we will
24 consider that the Request For Continuance has been
25 withdrawn unless -- I'm not seeing any objection to that

1 whatsoever. We will consider that withdrawn. And we
2 will go to hear arguments on Sprint's Motion for Summary
3 Judgment.

4 And I believe that means Sprint is up.
5 Mr. Knudson and Mr. Tobin, I believe.

6 MR. KNUDSON: Again, Mr. Chairman, Scott Knudson
7 for Sprint, and with me is Tom Tobin from his firm in
8 Winner, South Dakota.

9 We appreciate the opportunity to appear before
10 you today. I notice outside that the weather is
11 presenting some issues as to whether any of us will get
12 home tonight, but, nonetheless, I welcome the
13 opportunity. And if I have to spend another night in
14 Pierre, I'll find a restaurant where I can enjoy the
15 food.

16 CHAIRMAN HANSON: It's a chamber of commerce
17 day. We bring people in and don't let them leave.

18 MR. KNUDSON: That's right. A little fiscal
19 stimulus for the local economy.

20 Before the Commission is Sprint's Motion For
21 Summary Judgment seeking a declaratory judgment that,
22 one, NAT cannot provide telecommunication services
23 anywhere in South Dakota without a Certificate of
24 Authority; two, that NAT cannot invoice Sprint for
25 intrastate services without a Certificate of Authority;

1 three, that NAT's invoices to Sprint for intrastate
2 services are void; and, finally, only the Commission can
3 regulate Sprint within the state -- the provision of
4 intrastate services.

5 We bring this Motion based on certain
6 undisputed facts. There are a number of facts in our
7 briefs. I think what really are the key ones for the
8 purposes of this Motion, and they're not disputed, first,
9 NAT was organized by nontribal members under the laws of
10 the State of South Dakota. It's a limited liability
11 company.

12 NAT is purporting to operate as a CLEC in
13 South Dakota providing local exchange services to, among
14 others, Free Conferencing Corporation, an entity this
15 Commission is familiar with through the Sancom case. It
16 is undisputed that NAT does not have a Certificate of
17 Authority from the Commission.

18 It's also undisputed that under state law a
19 Certificate of Authority is required before a
20 telecommunication services provider can begin offering
21 intrastate services.

22 And, finally, NAT's provision of local exchange
23 services without a Certificate of Authority is a
24 violation of state law.

25 So as to the first and second of these

1 declarations we seek, there should be no dispute at all.
2 The legislature has enunciated in 49-31-3 that this
3 Certificate of Authority is mandatory before any services
4 can be provided and that providing those services without
5 a Certificate of Authority is a Class 1 Misdemeanor.

6 Moreover, with respect to the third request
7 that NAT's invoices are void, should not be open to any
8 serious dispute, nor does NAT appear to argue
9 otherwise.

10 We cited a number of cases to the Commission
11 that establish that in these circumstances NAT's failure
12 to get a Certificate of Authority renders its invoices
13 under its tariffs, whatever form, void.

14 For example, the Nature's 10 case was a
15 franchise issue. The franchisor had had its registration
16 with the State lapse. It was held that the arbitration
17 provision in the franchise agreement was unenforceable,
18 and the franchisee proceeded directly to Circuit Court to
19 bring an action.

20 We cite a couple of beverage or liquor cases
21 where it was held by the State Supreme Court that the
22 sale of alcoholic beverages as a violation of state law
23 rendered the sales contracts or in one case it was a
24 chattel mortgage void as a matter of law, and even the
25 borrower or purchaser who had gotten the benefits of the

1 bargain was not obligated to repay the balance due on the
2 purchase order or chattel mortgage.

3 There was another one on a railroad case where
4 the railroad hired a developer with a sweetheart deal to
5 develop the properties along the line the railroad
6 proposed to build. And the developer was supposed to
7 split the profits on this transaction. The court held
8 that the contract was void as a matter of public policy
9 and the railroad cannot sue to enforce that contract, and
10 the developer did not have to return the benefits of the
11 bargain.

12 Now the first three points under declaratory
13 judgment I think are pretty much beyond dispute. But
14 what NAT says in response to -- instead of stopping its
15 illegal and contumacious conduct, says there's nothing
16 this Commission can do about it.

17 Now the first argument they advanced for that
18 proposition is that NAT is no longer billing Sprint and
19 has tendered a refund for what Sprint paid to NAT for
20 intrastate services. That, NAT argues, means this case
21 is moot.

22 It also says that the Commission has already
23 granted what we sought in our declaratory relief. But
24 as -- we've been through this issue before. As we've
25 said before and I think as the Commission has concluded,

1 this case is not moot.

2 Mootness, first of all, we point out in our
3 briefs, and I won't dwell on this, is that it's not
4 necessarily applicable to an administrative agency that
5 this doctrine is developed by federal courts to avoid
6 issuing advisory opinions, but the circumstances of
7 applying it to an administrative agency are different,
8 and it doesn't necessarily apply in full force or at
9 all.

10 But let's assume for the sake of argument we
11 don't need to make law on that particular area, that the
12 Mootness Doctrine does apply. But under the standards by
13 which mootness is judged, I don't think you can conclude
14 that this case meets a mootness determination.

15 And the seminal case in this area that I think
16 is applicable to the Commission on our Motion is a case
17 from the United States Supreme Court called Friends of
18 the Earth v. Laidlaw Environmental Services.

19 Well, that was a citizen's suit brought under
20 the Clean Water Act to stop Laidlaw, which was operating
21 some kind of incinerator, from violating the terms of its
22 permit issued under the Clean Water Act. The citizen's
23 suit was successful in the District Court. Laidlaw was
24 found to have violated the terms of its discharge permit
25 and was assessed substantial penalties.

1 The case went up to the Fourth Circuit Court of
2 Appeals. Between the time the District Court ruled and
3 when the Court of Appeals took the case, Laidlaw had
4 closed that plant and begun dismantling it and put the
5 property up for sale.

6 The Fourth Circuit said, well, in that case
7 there's no longer an act of controversy here, the
8 violations of the permits have ceased, the case is moot.
9 The case went on to the United States Supreme Court.

10 The United States Supreme Court said, no, the
11 case is not moot, that the Defendant had not established
12 that there was no possibility that these violations would
13 not recur.

14 In our circumstances, we've got a situation
15 where NAT, which bill the services -- for its services to
16 Sprint when this case was initiated, which persisted in
17 billing for several months, is still operating in the
18 State of South Dakota, is still billing for intrastate
19 services. They're simply not billing Sprint.

20 So one cannot conclude under the standards
21 established by the United States Supreme Court, which
22 would establish what the Doctrine of Mootness means in
23 this case, that NAT can meet that high burden to show
24 that it's unlikely that its violations would recur
25 because they're occurring right now.

1 So, consequently, NAT cannot divest the
2 Commission of its jurisdiction or Sprint's Complaint by
3 simply saying we're sorry to Sprint.

4 Further, ruling on Sprint's request is not an
5 idle exercise by the Commission. Before the Commission
6 on Sprint's Motion and its Complaint are important state
7 interests to be determined. The State Legislature has
8 articulated through the scope and authority of this
9 Commission to regulate telecommunications services within
10 this state in 49-31-3.

11 A ruling in Sprint's favor holding that NAT is
12 in violation of the state law would cut off any right of
13 NAT to bill Sprint in the future or to seek collection on
14 its prior invoices. That is still subject to NAT's
15 counterclaims in the Federal District Court, which has
16 currently been referred to the Federal Communications
17 Commission for disposition.

18 It is also -- those invoices are subject to a
19 still outstanding Tribal Utility Authority ordered to
20 pay, which has been stayed by the Federal District Court.
21 It also is involved in NAT's Motion to Dismiss this case,
22 which is still pending before the Commission to dismiss
23 this case in deference to the Tribal Utility Authority.

24 A decision from this Commission on our Motion
25 will establish clear precedent for future CLEC

1 applications and operations. And I'd note that in the
2 related telecom proceeding, 11-87, which is NAT's
3 application for a Certificate of Authority, NAT has
4 admitted that it's providing local exchange services to
5 Free Conferencing Corporation. That's the entity that
6 generates all the traffic to NAT and it's providing local
7 exchange services to that entity.

8 This Free Conferencing Corporation is not a
9 tribal entity. It's not providing any tribal services at
10 all. It's simply providing conference bridge services,
11 and it's getting paid out of what it hopes to collect
12 from access charges.

13 And then I note also that AT&T is an Intervener
14 in this case. It filed a Brief in support of our Motion,
15 and in particular has an interest in the outcome and
16 determination by the Commission, and so it is a party in
17 this case and supports our position on what the
18 Commission can do to implement further relief with
19 respect to the parties.

20 Then I would note -- and this is subject to our
21 supplemental authority, which is probably why it was so
22 strenuously objected to -- the FCC ruled recently in a
23 case brought by AT&T -- which we can call All American,
24 which was the primary Defendant.

25 In that FCC Order it looked to the proceedings

1 of the Utah Public Service Commission where the Utah
2 Public Service Commission was proceeding against a couple
3 of CLECS which were providing services to traffic access
4 stimulators, much like Free Conferencing Corporation, and
5 these CLECS were doing so in violation of their
6 Certificate of Public Convenience and Necessity and that
7 the Utah Public Service Commission was bringing an
8 enforcement action against them for violating the terms
9 of their certificate or operating without a certificate
10 at one point in time.

11 The significance of that is that the Federal
12 Communications Commission in ruling on AT&T's Complaint
13 found that these All American and the other Defendants
14 had violated Section 201(b) and 203 of the
15 Telecommunications Act with unjust and unreasonable
16 practices.

17 A determination here by this Commission that NAT
18 is in violation of state law, is operating without a
19 Certificate of Authority in violation of state law, would
20 be something very relevant to Sprint's action against NAT
21 before the Federal Communications Commission.

22 In particular, I point to Paragraph 39 of that
23 FCC Order where the Defendants were saying that the
24 determination or the actions of the Utah Public Service
25 Commission were irrelevant to what was going on before

1 the FCC.

2 The FCC specifically rejected that argument.
3 And so this supplemental authority bears directly on the
4 issue of whether or not proceeding further in Sprint's
5 case in this docket has effective legal significance.

6 We would submit simply that the Commission in
7 ruling in Sprint's favor can effectively grant Sprint
8 ongoing future relief as well as to other IXCs who may be
9 faced with a similar situation.

10 And, finally, I want to say that contrary to
11 what NAT is suggesting, the Commission should definitely
12 declare that it's a sole regulator of Sprint's intrastate
13 activities.

14 Now I believe NAT's second argument for the
15 Commission to stay its hand is premised on Federal Indian
16 Law. And I think this argument has no place before the
17 Commission on this proceeding.

18 I'd like to clarify something that NAT suggests
19 in its Response Brief, that somehow we're trying to urge
20 the Commission to regulate interstate traffic. That's
21 not true. Nothing that we're seeking from the Commission
22 is an attempt to have the Commission interfere with the
23 jurisdiction of the FCC. We're mindful of the dichotomy
24 Congress drew between federal and state regulatory
25 structures.

1 Further, nothing that Sprint is seeking in its
2 Motion or its Complaint would interfere with what NAT
3 calls the unique federal relationship with Indian tribes.
4 I think if the Commission were to look at the Cheyenne
5 River Decision by the South Dakota Supreme Court,
6 arguments like this were articulated by US West.

7 But there was a litany of federal initiatives in
8 the area of telecommunications law that would benefit
9 Indian tribes and that somehow the Commission's assertion
10 of jurisdiction on Cheyenne River, which was over the
11 regulation of the sale of telephone exchange would impede
12 or interfere with those policies.

13 First, the Supreme Court said there's no
14 preemptive effect from those policies. And, second,
15 nothing that was being articulated by US West in that
16 case -- and I want to point you to paragraph 27 of that
17 decision -- really implicated any of those initiatives.
18 I think the same conclusion holds here.

19 Certainly there would be some federal
20 initiatives to promote the build-out of infrastructure on
21 reservations, but that doesn't change the issue before
22 the Commission, which is what is your authority to
23 regulate Sprint's intrastate activities under state and
24 federal law?

25 So I would just say that the State has an

1 important role. South Dakota has been at the forefront
2 of this in terms of delineating what powers the states
3 have to regulate commercial relations on Indian
4 reservations. And I think the Congress has not stepped
5 in here to take away any of the State's authority to do
6 so.

7 Finally, I'd like to point out with respect to
8 another argument that's advanced under this Indian law ed
9 note is that somehow NAT is a tribal entity and it's
10 cloaked with the sovereign immunity of the Crow Creek
11 Sioux Tribe. I think that argument's not been made
12 before, and this newly minted argument must be
13 rejected.

14 First, I'd point out that NAT has pending before
15 the Commission an application for a Certificate of
16 Authority in TC11-087. To us that seems to be a
17 concession or a waiver that, in fact, it's required to
18 get a Certificate of Authority from the Commission before
19 it can operate. Also I would point out that we cite a
20 number of authorities here.

21 There is the case from the South Dakota Supreme
22 Court, Wright v. Prairie Chicken, which states that the
23 place of incorporation or the laws under which the entity
24 is formed is significant in the determination on whether
25 or not the entity is cloaked with tribal immunity.

1 Now in that case they went on to hold that they
2 could sue the individual board members of an organization
3 providing or regulating health services on reservations
4 individually because it didn't mean you were suing the
5 tribe directly.

6 But that case, Wright v. Prairie Chicken, has
7 been cited favorably by a couple of other State Courts.
8 One we site is this American Property Management, a
9 California case. And then we've got the Airvator case
10 from North Dakota. And both of those hold it's
11 dispositive if the entity's form under the laws of the
12 state, then it's not a tribal entity entitled to tribal
13 sovereign immunity.

14 It's undisputed that NAT was formed by two
15 nontribal members under the laws of the State of South
16 Dakota as a state LLC, limited liability company. To
17 Sprint that means that there should be no further
18 analysis necessary to conclude that NAT is not entitled
19 to any assertion of sovereign immunity.

20 But one could also look at some of the factors
21 that the Wright case cites. And, for example, NAT is
22 managed by nontribal members. NAT is part of a joint
23 venture with Free Conferencing Corporation and Wide
24 Voice. That's the real entity that's running this
25 program. That's controlled by nonmembers.

1 The books and records, the finances, the flow of
2 funds, they're all in the hands of nontribal members.
3 The Tribe simply doesn't control this operation. And if
4 we have a judgment against NAT, we will not be looking
5 for the Tribe for anything to satisfy that judgment.

6 Further, if the Commission moves forward here,
7 anything it articulates will not offend tribal
8 sovereignty. In other words, the interest of the -- as
9 tribe will not be offended or affected by the
10 Commission's ruling.

11 I think I can cite a couple of cases here just
12 for that general proposition. First of all, I think the
13 State Supreme Court very clearly articulated that in the
14 Cheyenne River Decision where it was asserted that
15 somehow this would -- if the Commission asserted the
16 right to regulate the sale of a telephone exchange on the
17 reservation, it would impede tribal sovereign interests.
18 And the Supreme Court said no to that argument.

19 And, further, in the Western Wireless Decision
20 from the FCC, this same issue was addressed as to what
21 the tribal sovereign interests were on whether or not the
22 FCC's authorization in that area would impede tribal
23 sovereign interest. Again, the FCC concluded that that
24 would not be the case.

25 So I think then one can conclude that both on

1 the state and federal level that two interests are the
2 same in concluding what the Commission's authorization of
3 power to regulate in this area for intrastate services
4 will not impede or affect negatively the sovereign
5 interests of the Crow Creek Sioux Tribe.

6 So we're seeking a declaration that the
7 Commission has the authority to regulate intrastate
8 services with its respect to Sprint. Conversely, that
9 the Crow Creek Tribal Utility Authority does not have
10 that power.

11 This ruling would vindicate an important state
12 interest. The Commission has an important role in
13 defining what the State's authority is in the
14 telecommunications area. And this is consistent with the
15 dichotomy, the power, that Congress implemented in the
16 1934 Telecommunications Act, that on the one hand
17 interstate regulation is reserved to the Federal
18 Communications Commission, but on the other hand the
19 balance of the regulatory power was reserved to the
20 states.

21 This came before the United States Supreme Court
22 in a case we cite to the Commission, Louisiana Public
23 Services Commission v. FCC. And the narrow issue in that
24 case was the FCC had one depreciation schedule for
25 telecommunications equipment. The Louisiana Public

1 Services Commission had another.

2 And when it got to the United States Supreme
3 Court, the Supreme Court said give them what Congress has
4 said. Notwithstanding that the FCC has ruled in the
5 interstate area, Congress reserved to the states the
6 power to regulate intrastate services. That power was
7 not preempted by the Federal Communications regulations
8 in this area.

9 But it's also significant, if you look at the
10 reading of the statute, it says federal, state. It
11 doesn't say anything about tribal authority. If Congress
12 chooses to grant tribal authority to regulate, it knows
13 how to do so. It amended the '34 Act in 1996 and didn't
14 change that dichotomy.

15 I would like to point out another case we cite
16 in our Brief, which I think is interesting, is the
17 Otter Tail Power case, which is the North Dakota Supreme
18 Court. In that case, the Tribe authorized Otter Tail
19 Power to provide services to a tribal manufacturing
20 company, tribally owned manufacturing company. Under the
21 Public Service Commission's allocation of service
22 territories, that right belonged to another power
23 company.

24 And it goes to the North Dakota Supreme Court,
25 and it upholds the right of the Public Service

1 Commission to determine which of the two power companies
2 can serve this tribally owned business on the reservation
3 and that the Public Service Commission could bring an
4 enforcement action against Otter Tail Power for violating
5 the authority granted it by the PSC.

6 And so it's a situation where again the State
7 Supreme Court says under the regulatory scheme system
8 that PSC has the whole authority to determine who gets to
9 serve this entity. And so that's an important case that
10 comes to bearing here.

11 I think if you conclude -- if you'd look again
12 at the Montana case we cite, which is the one talking
13 about tribal sovereign interests and what the power to
14 regulate nonmembers is, the Montana case pretty much says
15 efforts to regulate nontribal members are presumptively
16 invalid. There were a couple of narrow exceptions. And
17 they were addressed in Cheyenne River and Western
18 Wireless and said, no, those don't apply.

19 We cite a case from the South Dakota Federal
20 District Court involving Progressive Special Insurance.
21 Pretty much there it says here their presumptively
22 invalid, efforts to regulate nontribal members.

23 And if you look at the case of Strate v. A-1
24 Contractors, that's a state -- excuse me. United States
25 Supreme Court case that says absolute Congressional

1 authorization, the Tribe has presumptively no power to
2 regulate nonmembers.

3 On this particular point I'd like to just
4 conclude with a couple three quotations from the Cheyenne
5 River case because I think they bear very much on the
6 policy implications of our Motion.

7 In paragraph 21 the Supreme Court says "The
8 regulatory scheme of telecommunications services
9 specifically grants PUC authority and jurisdiction over
10 intrastate facilities. The authority of PUC is extensive
11 and crucial to the overall regulatory scheme. Among
12 other things, it has general supervision and control of
13 all telecommunications companies offering common carrier
14 services within the state to the extent such business is
15 not otherwise regulated by federal law or regulation."

16 In paragraph 22 the court says "Clearly this
17 extensive Congressional and legislative authority
18 authorizes PUC to regulate the activities of US West in
19 the sale of telephone exchanges whether on or off the
20 reservation. Accordingly, PUC's regulation of US West is
21 not an improper infringement upon the Cheyenne River
22 Sioux Tribe's right to self-Government."

23 Then there's an important paragraph in that
24 decision that gets to the heart of this. Paragraph 29
25 "The primary purposes and objectives of Congress in

1 regulating telecommunications are to protect
2 telecommunications consumers. Consumers are ensured
3 through its regulation adequate facilities and reasonable
4 rates. This protection applies to all consumers, whether
5 they reside on or off of an Indian reservation. Such
6 regulation is an important Government function, and PUC's
7 regulatory authority furthers its objectives and
8 purposes. It does not interfere with them."

9 I think that's crucial the State Supreme Court
10 has unequivocally articulated your authority in this
11 area.

12 There's just a Brief comment on argument made by
13 South Dakota Network about the Commission should not
14 decide its case. We agree. But the Commission could
15 determine in the SDN case any implications of a decision
16 it makes in this case when that arises in the docket
17 before the Commission involving the South Dakota
18 Network.

19 It need not address the issues. I think they
20 should just say right now those arguments are
21 premature.

22 In sum, we urge the Commission to grant Sprint's
23 Motion. The Commission can establish what the rules are
24 in this area. We think that the State's role in
25 intrastate regulation is paramount and the Commission

1 should say so. With that certainty the industry can move
2 forward knowing what the roles are for the various
3 parties.

4 Thank you.

5 CHAIRMAN HANSON: Thank you. I'm debating
6 whether we should go to questions as each party makes
7 presentations.

8 I think what we'll do is we'll let the other
9 parties make presentations, and then we'll ask questions.
10 Unless one of the Commissioners feels compelled to ask
11 questions at this juncture.

12 Do you feel you need to fill in some merits? I
13 do.

14 COMMISSIONER NELSON: If I could, Mr. Chairman,
15 and it might help the other side fill in as they make a
16 presentation.

17 CHAIRMAN HANSON: Let me ask a couple of
18 questions I'm concerned with as well.

19 Thank you very much for the presentations. We
20 appreciate the briefs and the tremendous amount of work
21 that each of you do in preparing for your presentations.

22 Mr. Knudson, can you help me just a little bit
23 with I'm -- the original Complaint had three items on it,
24 and then the subsequent initial Brief had four items on
25 it. Your Motion for Summary Judgment and your Amended --

1 then your Amended Complaint, which I'm struggling if
2 we're on the Amended Complaint now with five different
3 items on it. And they tend to deal with somewhat the
4 same items, but they phrase them a little bit differently
5 as we go through it.

6 What is the -- what are the actual items that we
7 should be looking at at this juncture? What do we
8 actually have before us on the Complaint?

9 MR. KNUDSON: Well, it would be the Amended
10 Complaint, Mr. Chairman. The Amended Complaint was filed
11 shortly after the first one to correct a couple of
12 basically typographical errors.

13 What we have -- how we have stated the issues in
14 our Motion papers, I think, are fairly encompassed in
15 what is in the Amended Complaint. And we've tried to
16 characterize them or cast them in a way that you could
17 follow them one, two, three, four, you know, a more
18 organized fashion as we've thought through what it is
19 that's going on here, what our Amended Complaint
20 requested, and how should we rephrase what the Commission
21 should rule when ultimately issues in the Order in this
22 case.

23 CHAIRMAN HANSON: Thank you. So it is the --
24 it's the five items in your Amended Complaint at this
25 juncture?

1 MR. KNUDSON: That is correct.

2 CHAIRMAN HANSON: I have a few other questions,
3 but I'll let the other Commissioners key up theirs to see
4 what -- see if they bring in the pieces of mine.

5 Commissioner Nelson.

6 COMMISSIONER NELSON: Just a couple. And the
7 first might be a little bit of a hypothetical. But if
8 NAT -- if the only type of telecommunications service
9 that they were engaged in was interstate long distance
10 that terminated to Free Conferencing, that was it, would
11 this Commission have authority over that?

12 MR. KNUDSON: I think yes. First of all, let's
13 take it on the circumstances that are before the
14 Commission that are not hypothetical.

15 COMMISSIONER NELSON: And I understand that the
16 evidence shows that they're involved in more than what
17 I've laid out, but I'd really like to peel it back to
18 what my question is, if you can.

19 MR. KNUDSON: Yes. Okay. Let me -- the reason
20 why I say it's not hypothetical is let's just eliminate
21 all the other window dressing around what NAT is doing
22 with Free Conferencing Corporation.

23 The real business model here is to provide a
24 place to host this bridge. And they've parked it in
25 Fort Thompson. And they say they are providing local

1 exchange services to Free Conferencing Corporation.

2 In our Reply Brief I provided an Affidavit with
3 the discovery responses germane to that point from 11-87
4 which is, one, there's a Request For Admission to admit
5 that NAT is providing local exchange services to Free
6 Conferencing Corporation. Admit.

7 And then there was a document provided from
8 their tariff. The tariff lists the kinds of local
9 exchange services that NAT is providing. And that would
10 include providing services to Free Conferencing
11 Corporation.

12 So you can clear away everything else. They're
13 still providing local exchange services to Free
14 Conferencing Corporation. Yes, you have jurisdiction to
15 address that issue.

16 Too I would point out the analogy to the case
17 we cited in our supplemental authority, which was this is
18 a very hypothetical you're postulating here, you're
19 posing, which was the only user was a conference calling
20 company.

21 And, finally, I don't think in the regulatory
22 scheme you can have a purely intrastate service. You
23 have to have some kind of local terminating access. And
24 so it's got to be located somewhere. And the way
25 Congress has set up the regulatory scheme, that somewhere

1 is a state and under what terms and conditions the state
2 allows that to be there will be regulated by the state.

3 And so I think ultimately, yes, even under your
4 situation this Commission would have a jurisdiction to
5 regulate.

6 COMMISSIONER NELSON: Thank you. That's
7 helpful. And I'm going to apologize for this next
8 question. I am struggling to see the connection between
9 your supplemental filing in the All American case and
10 what we're dealing with here today.

11 And part of the reason I may be struggling is
12 because I haven't had a chance to hear Mr. Swier's side
13 of the story. And, obviously, when you hear the other
14 side it begins to gel.

15 Could you just step through with me again, how
16 you feel that case -- and as I look at that, the
17 circumstances of that are quite different than what we're
18 dealing with here in NAT. And so if you could just help
19 me see the connection between that and what we're asked
20 to rule on here today. Thank you.

21 MR. KNUDSON: Yes. The connection comes in a
22 couple of ways. What we have is before the Federal
23 Communications Commission in the All American case,
24 supplemental authority, was a referral to decide whether
25 or not the practices of the CLEC in invoicing the IXCs

1 for local terminating accesses service was an
2 unreasonable and unjust practice under federal law.

3 And the Federal Communications Commission looked
4 to the status of the CLECS under state law and what terms
5 and conditions they were permitted to operate.

6 The Utah Public Service Commission was -- had
7 determined that the CLECS had operated outside the
8 authority granted them in their certificate of public
9 convenience and necessity or had ignored whatever
10 limitations. They had operated without it at some point
11 in time.

12 The FCC took that to mean that what the CLECS
13 were doing in invoicing for these conference bridge
14 services was an unjust and unreasonable practice.
15 Therefore, what is happening here in South Dakota is
16 germane to what's before the Federal Communications
17 Commission on the referral Judge Schreier made of
18 Sprint's Complaint against NAT in Federal District Court.

19 There may be some factual distinctions, but we
20 don't believe that they're necessarily of any moment.
21 What factual distinctions there are, are ultimately for
22 the FCC to decide whether that makes a difference. But a
23 determination that NAT is operating in violation of
24 State law would be analogous to the determination the
25 Utah Public Service Commission was making with respect to

1 the CLECS in that case, in the All American case.

2 So I think the analogy is a strong one, the
3 significance of that determination, if you make that
4 determination, which I think is self-evident given the
5 statutory scheme the legislature has enunciated. And the
6 FCC can determine whether or not that is an unjust and
7 unreasonable practice under federal law. The foundation
8 for that finding -- here's what the -- the CLECS are
9 saying it's not relevant.

10 But the FCC very specifically said what the
11 Utah Public Service Commission did was relevant to what
12 the FCC was determining. And, therefore, that's the
13 connection. And that's why we brought it to your
14 attention. We think it's very germane to what's before
15 you today.

16 COMMISSIONER NELSON: Thank you. That was
17 helpful.

18 No further questions at this time.

19 CHAIRMAN HANSON: Thank you.

20 Commissioner Fiegen, do you have any questions
21 at this time?

22 COMMISSIONER FIEGEN: No questions at this time.

23 CHAIRMAN HANSON: Does Staff have any questions?
24 Please go ahead, Ms. Wiest.

25 MS. AILTS WIEST: If, for example, the

1 Commission decides the issues presented -- the fourth
2 issue in your Amended Complaint was awarding of money
3 damages, to be determined at a hearing.

4 I guess my question is by dividing this Motion
5 for Summary Judgment is there still an outstanding issue
6 of awarding money damages?

7 MR. KNUDSON: Well, I think it was a live issue
8 at the time the Complaint was drafted. It is a live
9 issue in this regard in terms of NAT's right to seek
10 money damages -- or to sue for enforcement of invoices or
11 to sue for breach of contract, or to pursue its
12 counterclaim in Federal District Court. But still the
13 question of dollars is a live one.

14 What I'm trying to draw here is a crucial
15 distinction in terms of the mootness analysis. The fact
16 that NAT tendered a refund of the amounts due under the
17 State invoices does not change, I think, the calculation
18 or ultimate conclusion on mootness.

19 As I pointed out in our discussion on Friends of
20 the Earth v. Laidlaw Environmental Services, voluntary
21 cessation of illegal conduct does not moot a case. So I
22 don't think we'd have to have a hearing on money damages
23 in terms of the invoices that were paid, but would we
24 essentially flush away the other invoices and also
25 obviate any right to pursue any action in any forum on

1 those invoices for intrastate services. So that
2 distinction is a very important one.

3 MS. AILTS WIEST: But Sprint is not contending
4 at this point that there would be any awarding of money
5 damages yet to happen?

6 MR. KNUDSON: Well, I think as I sit here right
7 now, I think if we get a ruling in favor of our
8 declaratory relief, the need for a money damages
9 determination would probably go away.

10 MS. AILTS WIEST: And then if you -- do you have
11 a copy of your statement of undisputed facts?

12 MR. KNUDSON: I do, if you'll give me a minute.

13 MS. AILTS WIEST: I'm looking at the
14 confidential version.

15 MR. KNUDSON: Okay.

16 MS. AILTS WIEST: I was just wondering if you
17 have a typo there. You have 51 percent, 26, and 24.

18 MR. KNUDSON: I do. And it's been pointed out
19 to me by NAT as well. It's 51 for the Tribe, 25 by the
20 entity controlled by the founders of NAT, and 24 percent
21 to Wide Voice Communications.

22 MS. AILTS WIEST: Okay. Thank you. That's all
23 I have at this time.

24 CHAIRMAN HANSON: Thank you. We will now hear
25 from Native American Telecom.

1 Cheri, how are you doing? She's not on the
2 line. She's listening. Okay.

3 Please, go ahead.

4 MR. SWIER: First of all, Chair, I want to thank
5 you for your prior comments. I think it's pretty clear
6 that the Commission is dealing with some difficult
7 issues. And the parties' representation on both sides
8 has tried to, I think, set out the issues as good as
9 possible. And I do appreciate the accommodation that the
10 Chair made to both Sprint and NAT. I think both parties
11 are very well represented. They're tough issues.

12 What I would like to do before we start today is
13 I do have some individuals here who I would like to have
14 introduce themselves. Unfortunately, we had some more
15 folks who were going to be here this morning from the
16 Crow Creek Tribe, but, of course, because of the weather
17 they started out, and it just wasn't humanly possible for
18 them to be here.

19 But if you would grant me the permission to
20 allow me the introduction of our guests today. Because I
21 think these folks can maybe answer some of your questions
22 also.

23 MR. JACK: My name is Lyle Jack. I'm from
24 the -- (Inaudible).

25 CHAIRMAN HANSON: Please, because we have a

1 court reporter, I'm going to ask that you step over to --
2 Mr. Jack, if you would step over to a microphone and --

3 MR. JACK: Good morning. My name is Lyle Jack.
4 I'm a member of the Oglala Sioux Tribe. I work for the
5 Office of Economic Development for the Tribe, and I'm
6 also a board member for NAT.

7 CHAIRMAN HANSON: Thank you very much.

8 MR. RED CLOUD: Good morning. My name is
9 Joe Read Cloud. I'm from the Pine Ridge Indian
10 Reservation. I also work for the Office of Economic
11 Development, and I am currently the Interim Chairman of
12 the Tribe's Public Utilities Commission.

13 CHAIRMAN HANSON: Thank you. Welcome to both of
14 you.

15 COMMISSIONER NELSON: If I might ask a question,
16 Mr. Chairman.

17 CHAIRMAN HANSON: Go ahead.

18 COMMISSIONER NELSON: Mr. Jack, you indicated
19 you're a board member of NAT. Is that NAT on Crow Creek
20 or NAT on Pine Ridge?

21 MR. JACK: That's NAT Pine Ridge.

22 COMMISSIONER NELSON: Thank you. And my name
23 is Jeff Holoubek. I'm acting president of Native
24 American Telecom. I'm also director of legal and finance
25 for Free Conferencing Corporation.

1 I'm probably the person with the most answers in
2 this room regarding what's going on here. I really
3 appreciate the opportunity to address this Commission,
4 and I am only sorry that I didn't come in sooner.

5 In listening to what Mr. Knudson was saying,
6 there were a couple of things that stood out. One is
7 that, gosh, it seems a lot more complicated to me than
8 what Mr. Knudson makes it seem. Some of the things he
9 said are true, and some of them simply aren't. But I
10 think that it's just a mistake of facts, and I'm here to
11 clear anything up that I can.

12 CHAIRMAN HANSON: All right. If we have some
13 questions, I believe you're represented by counsel, and
14 counsel will be making the presentation. And then if for
15 some reason there's questions that cannot be answered, we
16 might ask. But this is for argument for --

17 Excuse me. It looks like Mr. Peterson -- excuse
18 me. Knudson has something that he would -- you'll need
19 to step to at least a microphone over there.

20 The purpose of today's hearing is to hear
21 arguments, and we're not going into additional evidence
22 and things of that nature.

23 MR. SWIER: Mr. Chair, I guess I would
24 respectfully request Mr. Knudson's been given an
25 opportunity to address the Commission. I guess I would

1 ask that we be allowed to make our presentation, and,
2 obviously, both parties will have an opportunity later to
3 answer any further questions.

4 CHAIRMAN HANSON: Absolutely. You're -- that's
5 the purpose of you being here today, Mr. Swier, is to
6 make your argument on this issue that's specifically
7 before us.

8 MR. KNUDSON: Mr. Chairman, I have a point of
9 order on this issue.

10 CHAIRMAN HANSON: Please, go ahead.

11 MR. KNUDSON: This hasn't been set up for a
12 hearing. Argument of counsel. The record has been
13 submitted to Commission. I would object to any effort by
14 NAT to supplement the record.

15 This is not a live testimonial hearing. Those
16 are different animals altogether. I have no discovery of
17 any of these people. They would be testifying. They're
18 arguing to the Commission and enhancing the record,
19 prejudicing Sprint.

20 So, again, I appreciate your admonition to
21 Mr. Swier. Let's restrict this to argument of counsel,
22 please.

23 CHAIRMAN HANSON: Thank you. Your point of
24 order is dually noted and accepted.

25 This is, as I stated -- we're at the juncture of

1 hearing arguments, specifically on the Motion for Summary
2 Judgment, and that's what we're going to stick with.

3 MR. SWIER: Thank you.

4 CHAIRMAN HANSON: So, Mr. Swier, your comments,
5 please.

6 MR. SWIER: Thank you. As we know, NAT was
7 served with a supplemental authority late last week by
8 Sprint. What we did is we never accused Sprint of bad
9 faith. We simply asked them, look, you've known about
10 this supplemental authority for months and you decide to
11 spring it on us at the last minute.

12 We asked for a continuance, and we were told no
13 so we -- the agreement, of course, was that we would
14 appear today and be able to submit filings later, which I
15 think is just fair.

16 What we've done here is the letter that I have
17 provided from Senator Lederman, from Majority Whip
18 Lederman, is our response to some of the supplemental
19 authority. I think it's only fair that if Sprint is
20 allowed to present and talk about their supplemental
21 authority, that we should at least have the opportunity
22 to not only brief the issue but also bring up some of the
23 points.

24 And I think Senator Lederman's letter, at least
25 a portion of it, which again we'll file with the

1 Commission, we're last minute stuff here because of the
2 supplemental filings, we're simply trying to have an
3 opportunity.

4 And I guess I would like to submit Senator
5 Lederman's letter. I'd also like the privilege of maybe
6 pointing out part of Senator Lederman's letter because it
7 is responsive to the arguments that Mr. Knudson just
8 made. And I'd ask for a little leeway based on their
9 late filing.

10 CHAIRMAN HANSON: Well, you can make any
11 presentation that you wish in respect to the issue that
12 is before us at the present time. We're not
13 regurgitating the entire process here. We're looking at
14 whether or not we should direct summary judgment based on
15 the five items that were presented.

16 MR. SWIER: I understand that. So I --

17 CHAIRMAN HANSON: And this is your argument,
18 counsel's argument, that we're looking for.

19 MR. SWIER: What I'd like to do then is very
20 quickly -- because I think it does set the stage. And
21 there's been a lot of things that were filed regarding
22 this Summary Judgment Motion that I think should be
23 cleared up.

24 And if you would look at Senator Lederman's
25 submission on page 3, starting on page 3 -- because I

1 think Senator Lederman does as good of a job as anyone in
2 setting the stage here for what's before the Commission
3 today and what's really going on here.

4 And I'd start with the paragraph "In reviewing
5 this docket proceeding." And again this is a letter from
6 Senator Lederman that I am authorized to present on his
7 behalf today.

8 "In reviewing this docket proceeding, I also
9 note that NAT's opponents have rebuked its association
10 with Free Conferencing Corporation. As you may know,
11 Free Conferencing is the world's largest privately held
12 conferencing company. Free Conferencing serves
13 upwards of 20 million users each month from approximately
14 186 countries and has international installations in
15 38 countries. Free Conferencing services are used by
16 many of the major corporations in the United States, by
17 almost every office of Congress, including both
18 Republican and Democratic presidential campaign offices,
19 nonprofits, religious organizations, colleges and
20 universities, and my office," meaning Senator Lederman's
21 office, "just to name a few."

22 "Free Conferencing has been in discussions with
23 South Dakota's economic development leaders regarding a
24 possible expansion of its business to South Dakota. In
25 fact, state and local economic development offices have

1 invited Free Conferencing to events designed to entice
2 Free Conferencing to expand its business to South Dakota,
3 bringing with it excellent employment opportunities.
4 Unfortunately, the mistruths perpetrated by its
5 competitors in this docket have brought Free
6 Conferencing's South Dakota expansion to a standstill.
7 Free Conferencing has recently conveyed to me that it
8 believes the Commission does not want Free Conferencing
9 or its business potential to expand to South Dakota.
10 This is unfortunate to say the least as a cursory review
11 of its history and business model reveals that Free
12 Conferencing is clearly not the bad guy its opponents
13 have made it out to be. In fact, Free Conferencing is
14 the type of technologically savvy company that we as
15 state officials should attempt to bring to our
16 South Dakota.

17 "Finally, in 2008 the South Dakota Legislature
18 considered House Bill 1097, which attempted to prohibit
19 access stimulation activities. This bill was soundly
20 defeated in the House of Representatives. In 2010 the
21 South Dakota Legislature considered Senate Bill 87, which
22 again attempted to prohibit access stimulation
23 activities. This bill was soundly defeated by the
24 Senate. Since that time the Federal Communications
25 Commission has" --

1 CHAIRMAN HANSON: Just when you're reading
2 you --

3 MR. SWIER: Little slower?

4 CHAIRMAN HANSON: Please. We have a court
5 reporter, and she doesn't have the ability to communicate
6 with us.

7 MR. SWIER: I will.

8 CHAIRMAN HANSON: I imagine her fingers are
9 falling off her hands right now.

10 COMMISSIONER FIEGEN: Chairman Hanson --

11 CHAIRMAN HANSON: Excuse me. Cheri, you're
12 online now?

13 COMMISSIONER FIEGEN: No. This is Kristie
14 Fiegen. Is this online, or do we have access to it?

15 MS. AILTS WIEST: Yeah. You haven't filed this
16 yet? Is that correct?

17 MR. SWIER: We're just filing it right now.

18 MS. AILTS WIEST: Is somebody downstairs filing
19 it? Can you check on that? We'll get it filed as soon
20 as possible, Commissioner Fiegen, and post it on the web.

21 MR. SWIER: Chairman, may I continue?

22 CHAIRMAN HANSON: Yes. And I hate to say it,
23 but a little slower, please.

24 MR. SWIER: Yeah. "Since that time the Federal
25 Communications Commission has provided new guidelines for

1 companies that wish to engage in access stimulation
2 activities. I have been assured that NAT is following
3 these new guidelines. It is apparent that NAT's
4 opponents are using this Commission's docket" -- to
5 access stimulation activities. Again, this bill was --
6 excuse me. "It is apparent that NAT's opponents are
7 using this Commission's docket to take another run at an
8 issue that the legislature has overwhelmingly defeated on
9 two separate occasions.

10 "During my time in the legislature I have
11 enjoyed a strong working relationship with the tribes in
12 South Dakota and look forward to continuing that
13 relationship. Unfortunately, American-Indian tribes in
14 South Dakota continue to face significant challenges,
15 including staggering unemployment rates, inadequate
16 health care, high crime rates, and educational
17 inequalities.

18 "NAT provides the Tribe with an opportunity to
19 enhance its telecommunications services. It is simply
20 astonishing to me that the nation's largest
21 telecommunication companies are attempting to stifle or
22 even stop NAT's efforts on the Crow Creek Reservation.
23 These companies have had decades to bring these type of
24 telecommunication services to the reservation. None of
25 them have ever done so.

1 "I would ask the Commission to recognize
2 Sprint's efforts in this docket proceeding for what they
3 are -- an unfortunate and misguided attempt to suppress
4 competition in the conference calling industry and shut
5 down one of the Crow Creek Reservation's most successful
6 development efforts in history."

7 So, again, we would, of course, provide Sprint
8 with any opportunity they would like to respond to that.
9 But I only thought that was fair in light of their
10 last-minute filings.

11 CHAIRMAN HANSON: They will be given an
12 opportunity to address the Commission after the
13 Interveners. And the Interveners will follow you.

14 MR. SWIER: Thank you. Let's talk now about the
15 practical effects if Sprint gets what they're asking for
16 today. Here are the practical effects:

17 Number one, what they're really asking you to do
18 is they're asking you to shut down the phone company at
19 Crow Creek. I mean, we can sit here and talk about the
20 Supreme Court cases, and we've done that in the Briefs.
21 I mean, that's pretty straightforward lawyering. But
22 let's look at the practical implications of what Sprint's
23 trying to do.

24 So, number one, you shut down a tribally owned
25 phone company. And the fact that it's tribally owned is

1 not disputed.

2 Number two, 152 customers on the Crow Creek
3 Reservation are going to lose their phone service. 152
4 customers on the reservation are going to lose their
5 internet services. 152 customers on the reservation are
6 going to lose their access to emergency response.
7 Because NAT's the only one that provides this out there.
8 So if Sprint gets what they want, those are a couple of
9 practical implications right off the bat.

10 Another practical implication is what the Tribe
11 loses. The Tribe loses their internet library, which the
12 Pleadings that we've submitted set forth what that's done
13 for the reservation. The Tribe loses their brand new
14 Learning Center, which as Commissioner Hanson knows, the
15 grand opening just happened a couple of weeks ago. We
16 thank you for the nice e-mails that you sent regarding
17 that. Would have loved to have had you there, but we
18 understand your schedule.

19 The Learning Center, which again NAT has put the
20 money into this, nothing like this has ever been seen on
21 the reservation, that closes.

22 The Tribe also loses a public/private
23 partnership, which is really the first public/private
24 partnership that that Tribe has had in 106 years. So
25 when Sprint talks about the public ramifications of why

1 it needs to shut this tribal telephone company down, it's
2 interesting that they failed to talk about the practical
3 significance.

4 They're good in theory that this is all theory
5 in how it should happen. They don't want to talk with
6 you about the practical significance of what they're
7 really asking you to do here.

8 Now let's talk about the practical implications
9 on Free Conferencing Corporation who has been made out to
10 be kind of the bogeyman here. And, again, I think
11 Senator Lederman letter sets out what Free Conferencing
12 is actually about.

13 Free Conferencing has 20 million users a month
14 worldwide. It's the largest privately held conferencing
15 company in the world. It's in 186 countries throughout
16 the world. This is not a company that's working out of
17 somebody's basement. This is a worldwide company.

18 It generates half a billion minutes of traffic
19 every month. And as Senator Lederman's letter said, it's
20 used by everyone from Fortune 500 companies to
21 Congressional offices to state offices.

22 So the practical implications on Free
23 Conferencing Corporation are this: NAT's minutes are
24 minimal. The minutes that Free Conferencing sends to NAT
25 is 3 percent of its worldwide minutes. It's so

1 minuscule that it's really not even worth talking about
2 from Free Conferencing's perspective.

3 Within the scope of its worldwide business, they
4 send minutes -- 97 percent of its minutes go elsewhere.
5 Including South Dakota, those minutes can go anywhere
6 they want in the world. Free Conferencing can send them
7 wherever they want.

8 They've decided to help and form an agreement,
9 again a public/private partnership with Native American
10 Telecom. So the implications on Free Conferencing are
11 really nothing. If you -- if the Commission shuts down
12 NAT, that traffic from Free Conferencing is going to go
13 somewhere else. It's going to go to Montana. It's going
14 to go to Nebraska, California.

15 Some of it will probably continue to go to
16 Northern Valley in Aberdeen where part of it goes. So
17 those conferencing minutes are going to go wherever Free
18 Conferencing wants them to go.

19 And, in fact, Free Conferencing gets paid more
20 by putting their traffic elsewhere. They get paid --
21 they have no advantage from a numerical standpoint of
22 taking their access stimulation traffic and putting it
23 into the Crow Creek Native American Telecom. They lose
24 money on the deal.

25 They do it because they made -- three or four

1 years ago they made a commitment to the Tribe. And you
2 may say, well, from a business perspective why would they
3 do that?

4 Well, of course, as we all know, when this
5 started three or four years ago terminating the access
6 fees at Crow Creek was worth more money than an urban
7 location. So yeah. I mean, originally that agreement
8 made Free Conferencing more money.

9 Today it makes them less money based on the
10 FCC's new order. So they're not doing it for any type of
11 financial purpose to run a scam or anything like that.
12 They're doing it because they made a commitment. They
13 could easily pull out of that agreement because they're
14 not making as much money as they could elsewhere.

15 They've decided to go through this process, to
16 stick with this company that they've made a promise to.
17 So, again, Free Conferencing gets paid more if they put
18 this traffic somewhere else.

19 Also it's interesting Sprint already pays
20 Northern Valley up in Aberdeen for the traffic it
21 receives from Free Conferencing. So the traffic that
22 Free Conferencing sends up to Aberdeen to Northern
23 Valley, Sprint gladly pays on that. They won't pay the
24 Tribe.

25 And, in fact, Northern Valley's rate is

1 probably -- well, let me talk about that in a second.
2 But what's different about the traffic that Free
3 Conferencing sends to NAT as opposed to the traffic it
4 sends to Northern Valley?

5 Nothing. It's the same traffic from all over
6 the world. It's just that Free Conferencing has agreed
7 to live up to its promise with NAT. It's the same
8 traffic. It's the same phone calls.

9 In fact, this is the most interesting. The
10 Northern Valley tariff, which again Sprint gladly pays
11 Northern Valley for this traffic from Free Conferencing,
12 their tariff rate is .008. And I get trouble with these
13 decimals too, but it's .008 per minute is what the tariff
14 rate is for Northern Valley.

15 Do you know what Crow Creek's tariff rate is?
16 It's .006327 cents a minute. Which means that the rate
17 that Free Conferencing receives at Native American
18 Telecom is 25 percent less than what Sprint already
19 voluntarily pays at Northern Valley.

20 So from Sprint's perspective -- that's why this
21 is so confusing. They're fine with paying that rate to
22 Northern Valley for the same exact traffic, but they
23 don't want to pay a lower rate because it goes to NAT?

24 As a practical matter, which is really what this
25 Commission deals with, that doesn't seem to make any

1 sense. So what are we really fighting about here? I
2 still don't know. I still don't know what we're fighting
3 about.

4 The FCC's new access stimulation order, which
5 we've all gone through and I'm sure have by our bedside
6 at night because it's so thrilling, we all know that NAT
7 has a short window to continue to accept access
8 stimulation traffic. We're going to go to bill and keep
9 on a sliding scale. We know that.

10 This access stimulation traffic, though, again,
11 proceeding with the FCC's guidelines -- which is
12 undisputed, NAT is. I mean, we're in compliance with the
13 new guidelines. That access stimulation traffic can,
14 number one, help pay for NAT's telephone company.

15 So for the next few years they can take that
16 access stimulation, legal traffic, and for any business
17 that we've all owned to be able to do that and have that
18 capital to pay off a very capital intensive industry, NAT
19 would be able to do that.

20 Also using that money from the access
21 stimulation traffic, NAT can go ahead and bid and obtain
22 Government contracts, you know, through the Buy Indian
23 program, those other special programs.

24 So really we have Sprint paying Northern Valley
25 for the same exact traffic, paying a higher tariff rate

1 at Northern Valley, and refusing to pay NAT when Sprint
2 would actually pay less if NAT were up and running.

3 So, again, we have a very short window under the
4 FCC's order. And Sprint knows that, and they're trying
5 to, of course, run out the clock, for lack of a better
6 word.

7 The issue came up in the briefs, I believe,
8 well, what's NAT going to do once bill and keep comes
9 into play in a few years? They aren't even going to be
10 able to survive.

11 Absolutely not true. As you heard before, there
12 are 152 people out on the reservation that would not have
13 telecom access if it wasn't for NAT. Those end users,
14 those customers, are going to survive. They're going to
15 be there. NAT is going to continue to collect end user
16 fees from its companies.

17 NAT actually has already turned down an
18 opportunity to bring in more customers. And it did that
19 in respect to this Commission. Because NAT did not
20 believe since all of this was going on in front of the
21 Commission that it should continue to go out and to seek
22 additional outside-the-reservation customers.

23 It could grow immensely. That opportunity is
24 there. In deference to this Commission NAT has said we
25 don't want to accept anymore customers until we are

1 through with the State PUC proceeding. It could have
2 easily done that. It did not, in deference to the
3 Commission. So NAT is going to be in business long after
4 the bill and keep order comes into play.

5 Also Sprint makes the argument in its
6 submissions that Free Conferencing and NAT are somehow
7 cheating. Okay. Sprint knows it's undisputed that NAT's
8 federal tariff complies perfectly with the new FCC Order.
9 It complies perfectly. They've never said anything that
10 it hasn't. They know it complies.

11 It makes no sense for NAT not to comply with the
12 Order. You know, we went from having a decade of really
13 everybody not knowing quite sure how we treat access
14 stimulation to now we have an order. And the FCC says
15 you'll do one, two, and three.

16 NAT even before the order came out had its ducks
17 in a row. It did one, two, and three. Their tariff was
18 challenged at the FCC level, and the FCC said to Sprint
19 and the IXCs, no. Take your ball and go home. This
20 tariff is fine. We are rejecting your complaint.

21 So, again, as a practical matter it makes no
22 sense for NAT or Free Conferencing to try to cheat the
23 system. It's very simple what we need to do. We're
24 doing it. Northern Valley's getting paid by Sprint.

25 Does Sprint have trouble because it's a Native

1 American owned company? I don't know. I think that
2 would be a really good question to ask, why it wouldn't
3 seem to be a better business deal for Sprint to actually
4 encourage that traffic to go to NAT because NAT's
5 tariff is lower. But, again, that's a question I can't
6 answer.

7 I think it's also important to realize that this
8 Motion that Sprint has brought is limited to this
9 Commission's jurisdictional authority over intrastate
10 interexchange service of South Dakota -- in South Dakota.

11 Again, as a practical matter what are the
12 repercussions if the Commission grants what Sprint's
13 really asking you to do? I mean, let's be very simple on
14 what they're asking to you do here. What are those
15 repercussions?

16 The first repercussion is this, is ask Sprint,
17 does Sprint want the Commission to make a decision that
18 impacts NAT's interstate interexchange services? Because
19 I think that when you look at what they're trying to do
20 here, they want this Commission to make a vast ruling
21 that's going to impact NAT's interstate interexchange
22 service.

23 And, as we all know, the Commission has the
24 authority to rule on intrastate traffic. It does not
25 have the authority to rule on interstate traffic. And,

1 in fact, it's interesting that in a recent case from the
2 FCC it says that -- in fact, it was a Sprint case from
3 the Seventh Circuit in 1998. The case is Cahnmann
4 C-A-H-N-M-A-N-N v. Sprint Corporation. Again, it's a
5 Seventh Circuit Case, 1998.

6 That case held that the Federal Communications
7 Act extinguishes a right of a party to bring suit for
8 breach of contract under state law when the effect of the
9 suit would be to challenge a federal tariff.

10 Sprint's well-aware of that case because they
11 were a named party. I find it ironic that they didn't
12 bring that particular case to the Commission's attention.

13 So, again, does Sprint want the Commission to
14 make a decision that impacts interstate interexchange
15 service? We feel, I think as you do, that that's an FCC
16 matter.

17 Number two, does Sprint want the Commission to
18 make a decision that impacts local telecommunications
19 service? There is a sliver of sovereignty that the Tribe
20 has on the reservation. And we'll talk about that later.
21 I think it's very clear from the federal authorities that
22 if you make a call from the east part of the reservation
23 to the west part of the reservation, that the Tribe
24 retains that sliver of sovereignty. They have that local
25 ability. And we're going to talk about that in a minute

1 to back that up. But I think it's pretty clear.

2 So Sprint wants you to make an all encompassing
3 decision that impacts NAT's interstate interexchange
4 service. They want you to make a decision that impacts
5 NAT's local telecommunication services.

6 What they're asking for, they're also asking the
7 Commission to impact international telecommunication
8 services. Again, Free Conferencing Corporation is in
9 196 countries throughout the world. I don't know for
10 sure, but I'm guessing part of that international traffic
11 comes to Crow Creek. I think we can all agree that the
12 Commission doesn't have jurisdiction over that
13 international activity. That's the FCC.

14 Sprint also wants the Commission to decide that
15 it can make a decision that impacts broadband and VoIP
16 activities, voice over internet protocol. We know for
17 sure that broadband and VoIP is within the purview of
18 the FCC. It's not subject to state entry or rate
19 regulation.

20 And, finally, fifth, if Sprint wants this
21 Commission to make an all encompassing decision that
22 impacts mobile wireless service, again, I think we can
23 all agree that mobile wireless service is not subject to
24 any state entry or rate regulation.

25 So what we have here is we have an all

1 encompassing Motion from Sprint -- and this is what
2 they're trying to do. They are trying to have this
3 Commission enter an all encompassing order that not only
4 impacts intrastate activities of NAT but also interstate,
5 local, international, broadband, VoIP, and mobile
6 wireless. And it's very clear, I think -- I think we can
7 all agree that the Commission does not have the authority
8 over those type of telecommunications services.

9 So what is at issue here? What does NAT believe
10 that the Commission has before it today? We don't
11 believe it's that all encompassing issue that we just
12 talked about. We think that's very clear.

13 We're talking about intrastate interexchange
14 service. Not interstate, not local, not VoIP, none of
15 these others. We're talking about intrastate
16 telecommunications services.

17 In other words, NAT believes that the
18 Commission's jurisdiction that it can address today is --
19 that it can't address are, number one, NAT's lawful
20 operation as a CLEC on the Crow Creek Reservation.

21 As we know, NAT originally applied and received
22 authority from the Tribal Utility Commission to provide
23 interstate services. We had that issue decided by the
24 Commission and later the Circuit Court on appeal that the
25 Commission has jurisdiction over certain intrastate

1 telecommunication matters. That was part of this docket.
2 Very complex area of the law we can all agree. But
3 that's the decision that's on the book from the
4 Commission right now in this case.

5 Okay. Sprint also wants you to make a decision
6 on NAT's right to collect access fees from interstate
7 services. As I said before, Free Conferencing can take
8 this traffic anywhere. There's no reason for them to do
9 a scam or to cheat like they're being accused of.

10 So, again, I think it's important for the
11 Commission to keep in mind what we're actually dealing
12 with here as a practical standpoint. It's that very
13 small sliver of certain intrastate interexchange
14 services. And I think it's disingenuous for Sprint to
15 say, well, that's all we're here for. If you read their
16 briefs, that's not what they're here for.

17 They want this Commission to enter an order that
18 is groundbreaking in the telecommunications industry.
19 That's what they're asking you to do.

20 Now a key issue is that they -- that Sprint
21 brought up is does NAT need a Certificate of Authority
22 from this Commission to provide or bill for intrastate
23 interexchange service?

24 As soon as the Commission and the Circuit Court
25 made that jurisdictional ruling back a couple of years

1 ago now what did NAT do? They immediately applied for a
2 Certificate of Authority with this Commission. They
3 didn't thumb -- NAT didn't thumb its nose at this
4 Commission. It did exactly what the Commission said.

5 The Commission said we believe we have
6 jurisdiction over this intrastate service. Okay. Then
7 NAT applied for a Certificate of Authority. As we know,
8 though, certificate of authorities are usually 60-day
9 perfunctory proceedings. They're pretty quick.

10 Why doesn't NAT have a Certificate of
11 Authority? Because Sprint has led the charge against NAT
12 obtaining that Certificate of Authority. So it's the
13 chicken and the egg. We're trying to do everything under
14 South Dakota Law to comply what you've told us to do.

15 We've applied for a Certificate of Authority,
16 which is pretty standard, pretty straightforward and a
17 pretty short process. We're now 18 months into that
18 Certificate of Authority proceeding because of the games
19 that are being played by Sprint.

20 You would think that Sprint wants NAT to have a
21 Certificate of Authority because then it can be rest
22 assured that this Commission can keep its eye on NAT. So
23 on one hand they're saying they're bad because they don't
24 have a Certificate of Authority. We're saying we're
25 doing our darnedest, and we're battling these large

1 telephone companies.

2 And that's fine. We'll fight it out, and
3 eventually I think we'll get our Certificate of
4 Authority. In fact, I know we will. But the reason we
5 don't have one is because what's going on in docket
6 11-087.

7 So for again -- I just -- I don't want to say
8 I'm offended, but somewhat I am. Throughout their briefs
9 they made it sound like we're just -- NAT is thumbing
10 their nose at you three Commissioners.

11 I don't know what else NAT could do in this case
12 other than what they've done. And as soon as that
13 complex jurisdictional decision was made -- and that's a
14 complex decision. We can all agree on that. Those are
15 tough jurisdictional issues.

16 As soon as that decision was made NAT applied
17 for the Certificate of Authority, and they're doing their
18 darnedest to get it. And you're familiar with that
19 docket, and you know why NAT hasn't received that
20 certificate yet.

21 By granting what Sprint is asking for as a
22 practical matter, isn't this Commission then rendering a
23 decision really on NAT's CLEC application? Aren't you
24 saying that we're going to shut NAT down right now,
25 despite the fact that NAT has been nothing but incredibly

1 positive for that Tribe? Aren't you really saying that
2 we're going to shut you down? That's a precursor to the
3 CLEC decision.

4 Also if this Commission grants what Sprint's
5 asking for, won't the impact also be to decide the
6 Federal Court case that's pending before the FCC now?

7 We already know that NAT's FCC tariff is proper.
8 It's been challenged and upheld. We have a lawsuit with
9 Sprint going on in Federal Court that's referred now to
10 the FCC.

11 Sprint doesn't want the FCC to make a decision.
12 The FCC upheld access stimulation, which they fought
13 tooth and nail. Now they did it on a sliding scale where
14 it would eventually be bill and keep. But they said
15 access stimulation is fine, and here is how it's fine.
16 If you follow Rule 1, 2, and 3, we're fine with that.
17 It's undisputed that NAT follows those new FCC
18 guidelines.

19 So, again, I think it's so important when you
20 look at the record, what does Sprint want? And what are
21 the practical implications of what they're really asking
22 you to do today?

23 Because if a decision gets made like Sprint
24 wants, you don't think that they're going to take that to
25 every Public Utilities Commission in the country?

1 Absolutely, they are. And there's going to be stuff that
2 happens after that obviously.

3 Because what they want you to do as a
4 fundamental matter is shut down, for whatever reason,
5 this telephone company that's doing everything it can to
6 help those people on the reservation. And they get beat
7 on and they get beat on and they get beat on.

8 And I think when you read letters like from
9 Senator Lederman and our Pleadings what Sprint has
10 presented to you from the beginning about how nefarious
11 NAT is and how nefarious Free Conferencing is, if you
12 really take a look at that and look at it objectively, I
13 think you've got to ask Sprint what are you talking
14 about?

15 And it was done for a purpose. And we
16 understand that. That's part of it. But take a close
17 look at that.

18 Finally, Commissioner Hanson brought this up
19 previously. We believe as a procedural matter that this
20 Motion is not proper. It's not properly before you.

21 Sprint filed its Amended Complaint on May 5 of
22 2010, and their Prayer For Relief had those very specific
23 items, which we've already gone through. Their Summary
24 Judgment Motion is asking for relief that was never
25 requested in its Amended Complaint. In other words,

1 they're making it up as they go.

2 Here's a practical example: Let's say,
3 Commissioner Nelson, I'm going to pick on you for a
4 second. Let's say you were in a car accident and you
5 injured your arm and you injured your back, and you had
6 to bring a lawsuit against the individual who hit you.
7 Okay?

8 And in your Complaint you say I have to bring
9 this lawsuit because you injured my arm and you injured
10 my back. Okay. That's what your lawsuit is about.

11 Now Sprint is saying, no, this lawsuit now is
12 about my head injuries, and it's about a broken leg, and
13 it's about a broken ankle. So they've taken what is a
14 very specific pleading in their Amended Complaint -- and
15 that's what we ought to work off here -- and they have
16 taken that -- they haven't gone to the trouble of
17 requesting that they could file an Amended Complaint.

18 They've simply said we're just going to go ahead
19 and do this. Even though it really doesn't comport with
20 our Amended Complaint, that's a technicality. Nobody's
21 going to realize that. It's a big deal. It's a big
22 deal.

23 So these issues were never procedurally brought
24 properly before this court.

25 As our Motion for mootness -- our Motion to

1 Dismiss based on mootness months ago indicated, Sprint
2 has gotten everything it has requested under its Amended
3 Complaint. It got that two years ago when we went
4 through the jurisdictional decisions. Everything under
5 their Amended Complaint they already got.

6 The issue has been decided for the Commission.
7 The Commission has said that you have jurisdiction over
8 intrastate telecommunication services. We respected that
9 decision. We immediately applied for a Certificate of
10 Authority trying to comply with your decision.

11 The question was asked of Sprint earlier are we
12 fighting about money here? Okay. Sprint's Amended
13 Complaint value asked for damages. Do you know what the
14 damages are here? \$281, which we have already provided
15 that to Sprint months ago. You know what they do? They
16 won't cash our check. It's sitting in somebody's drawer
17 somewhere collecting dust.

18 We have said now that the Commission has made
19 its decision. We are not going to bill for intrastate
20 activity until the CLEC application is completed. NAT
21 has done that. It hasn't billed. The \$281 that you are
22 claiming in your damages in your Amended Complaint, okay,
23 the Commission has ruled that they -- that they have
24 jurisdiction over this. Here is your \$281.

25 NAT has spent over \$150,000 to battle these

1 companies, to have its reputation smeared, to have
2 untruths that, again, as you look at this docket you will
3 see exactly where they have gone with this. And we're
4 fighting about \$280, which we gave to them back, and they
5 won't cash the check.

6 So I think that there's a lot of questions that
7 this Commission at this point now that you've got this
8 case in front of you -- there's a lot of questions that
9 need to be asked of Sprint. And what are the practical
10 implications of what Sprint is asking for here?

11 They've gotten everything possible under their
12 Amended Complaint. There's nothing else the Commission
13 can give. So they ignore their Amended Complaint and now
14 are asking for this broad declaratory judgment.

15 What is Sprint trying to win? There's nothing
16 else to decide in this docket. Is this about whether the
17 Tribe should have a telephone company? That's what it
18 seems to be. This traffic is fine at Northern Valley,
19 but, boy, it's not fine at NAT, even though it's at a
20 cheaper rate. It's still not fine at NAT. What are we
21 fighting about here? I truly believe that's a question
22 the Commission has to ask.

23 Who's going to provide those services for those
24 152 tribal members? Sprint has had decades to do it.
25 Never been done. Can't make money out there. Not as

1 much as you want anyway.

2 Who's going to provide those services? NAT. If
3 the Commission grants the all encompassing declaration
4 that Sprint requests, look at the practical ramifications
5 that we've already gone through. Look at those practical
6 ramifications.

7 If NAT would just say after that jurisdictional
8 decision we're going to ignore the PUC, we're going to
9 thumb our nose, we're not going to apply for a
10 Certificate of Authority, we're just going to thumb our
11 nose at them, I think we'd have a different story.
12 That's not what happened here. That's not what happened
13 here.

14 One more quick thing. And I know I've gone on a
15 long time here, but as you can tell, these are incredibly
16 important issues for everyone involved.

17 Mr. Knudson made the comment that the FCC and
18 Congress have made clear that there is no tribal
19 jurisdiction in the rubric of telecommunications. Okay.
20 That's wrong, and it's wrong for these reasons.

21 Number one is that the FCC approved NAT's
22 federal tariff. We went through a whole formal challenge
23 of that, and the FCC said, Sprint, you're wrong. NAT's
24 tariff complies with what we have told you you need to do
25 for access stim.

1 The FCC recognizes tribal jurisdiction when they
2 approve eligible telecommunications carrier status. A
3 tribe can only go to the FCC and get -- and get that ETC
4 status. In other words, the FCC realizes if you have a
5 tribally owned telephone company, that we, the FCC, will
6 provide you ETC status. It recognizes that little sliver
7 of sovereignty.

8 And that's the North American Numbering Plan
9 Administration, NANPA apparently is what it's called.
10 They've provided the local telephone numbers to NAT based
11 upon NAT's tribal CLEC order. So the National Numbering
12 Plan Administration said, yeah, you have authority from
13 the Tribal Utility Authority. We'll give you numbers
14 based on that.

15 And they did. That's how NAT got its numbers.
16 There was no question about the fact that we didn't have
17 PUC authority at that time.

18 And, finally, MidState here in South Dakota,
19 they entered into an Interconnection Agreement with NAT.
20 And, again, that was based on NAT's tribal CLEC authority
21 and its federal tariff.

22 So, again, I just don't see what this company
23 could do that it hasn't been trying to do. And when you
24 look at the practical ramifications of what would happen
25 if Sprint's all encompassing request is granted, I think

1 we can see what's trying to be done here and what those
2 ramifications would be.

3 And, again, I thank you for your time this
4 morning. I'd be happy to answer any questions you may
5 have. This is very tedious, technical information. We
6 realize that. But it's also important.

7 Thank you.

8 CHAIRMAN HANSON: Thank you, Mr. Swier.

9 You said that Sprint is doing everything they
10 can to keep you from getting a Certificate of Authority,
11 and yet you filed a -- on September 8, 2008, you filed an
12 application for a COA, and on December 2008 you moved to
13 dismiss your application before the Commission; isn't
14 that correct?

15 MR. SWIER: Could I have Mr. Holoubek answer
16 that question?

17 CHAIRMAN HANSON: Well, I'm curious if --

18 MR. SWIER: I think he can give a better
19 background as to why that was done if you --

20 CHAIRMAN HANSON: No. The question is as a
21 matter of fact. You claim that Sprint is doing
22 everything they can to keep you from getting a COA, and
23 yet you are the ones who made the Motion to withdraw it.

24 MR. SWIER: It's my understanding in I believe
25 it was 2008 that the CLEC application was filed. And at

1 that time the NAT folks thought that it was valid to
2 simply move forward and obtain a Tribal Certificate of
3 Authority along with a Federal Communications tariff.

4 It's my understanding, yes, that's why they
5 decided to pull back that certificate, and it's my
6 understanding -- again, that was before I came on the
7 case, but that Motion to Dismiss was filed, and that was
8 granted by the Commission. So, yes, they did do that
9 back in '08, I believe.

10 CHAIRMAN HANSON: So how is it that Sprint is
11 keeping you from making application for a COA?

12 MR. SWIER: Well, as soon as that jurisdictional
13 decision was made by the Commission and later affirmed by
14 the court, we immediately then did apply for a
15 Certificate of Authority once that complex jurisdictional
16 issue was decided.

17 CHAIRMAN HANSON: So we have an application for
18 a COA before us at the present time?

19 MR. SWIER: Oh, absolutely. That was filed
20 back in October. Over 18 months ago. Back in October of
21 2011 as soon as the Commission and court made that
22 decision NAT said, okay, we recognize that decision. We
23 will file it. So that CLEC application has been pending
24 for 18 months.

25 CHAIRMAN HANSON: I thought that had been

1 withdrawn.

2 MR. SWIER: No.

3 CHAIRMAN HANSON: Thank you.

4 I'm curious. I don't know that I want you to
5 regurgitate your entire presentation, but you stated
6 numerous times that Sprint has received everything under
7 their Amended Complaint.

8 If they've received everything under their
9 Amended Complaint, then why would you object to summary
10 judgment providing them with those items?

11 You say they have them. You say they've
12 received them. And yet you're opposing what they're --
13 what they are asking for.

14 MR. SWIER: They have received everything that
15 they have asked for under their Amended Complaint. They
16 have then decided to take matters beyond their Amended
17 Complaint and then have the Commission rule on this.

18 So what we're saying is what's properly before
19 this Commission is what's in through their Amended
20 Complaint. Those decisions have already been made. It's
21 the jurisdictional issues and the money issue. The
22 jurisdictional issues the Commission made a ruling on,
23 and it was affirmed by the Circuit Court. The money
24 damages that they're requesting are the \$281. That's
25 been provided back to them.

1 So that's what this case is about. The case is
2 about what's in their Amended Complaint, which is what
3 they have received everything from. So procedurally, and
4 this is a legal issue, but they can go beyond their
5 Complaint and request relief from the Commission beyond
6 that.

7 CHAIRMAN HANSON: What they're asking for is
8 specified in their Amended Complaint. And your
9 contention is they've received all of that.

10 MR. SWIER: They have received all of that.

11 CHAIRMAN HANSON: So if we provide summary
12 judgment, then we're providing them with everything
13 they've already received.

14 MR. SWIER: You're providing them with more than
15 what they've asked for in their Complaint.

16 CHAIRMAN HANSON: Not if we provide what is
17 specified in the Amended Complaint.

18 MR. SWIER: With all due respect, I think you
19 have to be very careful. The Amended Complaint asks for
20 four things.

21 CHAIRMAN HANSON: Five actually, I believe it
22 is.

23 MR. SWIER: That relief -- it's the
24 jurisdictional issues. That relief has already been
25 granted by the Commission and affirmed by the Circuit

1 Court.

2 CHAIRMAN HANSON: There are five items.

3 MR. SWIER: Okay. In the Amended Complaint they
4 ask for, number one, a declaration --

5 CHAIRMAN HANSON: I know what they're asking
6 for. What your contention is is that they've already
7 received it.

8 MR. SWIER: They have already received it.

9 CHAIRMAN HANSON: What in the five items have
10 they not received?

11 MR. SWIER: They have received everything that
12 they are requesting already.

13 CHAIRMAN HANSON: Okay. Thank you.

14 MR. SWIER: Months ago.

15 CHAIRMAN HANSON: Thank you.

16 We'll continue with questions here. I do intend
17 to have Staff provide their information after we've heard
18 from the Interveners and then the -- and then Sprint a
19 second time and then Staff.

20 And it's getting a little bit late here. I
21 assume we're in communication with Cheri to make certain
22 that she's okay and if she needs a break, we'll be
23 informed of that.

24 MR. SWIER: And we thank the Commission for
25 allowing us to submit later supplementation authority

1 also. Thank you for that courtesy.

2 CHAIRMAN HANSON: And we'll probably take a
3 break after the Commissioner questions just to make sure
4 everyone's still able. We're not done yet with
5 Commissioner questions.

6 Commissioner Nelson.

7 COMMISSIONER NELSON: Thank you. I do have some
8 questions.

9 And I want to follow up on Commissioner Hanson's
10 last set of questions. Of the five issues Sprint had in
11 their Amended Complaint, the last two deal with awarding
12 money damages or other relief that the Commission might
13 find.

14 So the first three of those issues you would
15 have no opposition to our granting summary judgment on
16 those; is that correct?

17 MR. SWIER: Commissioner Nelson, may I have
18 Mr. Holoubek respond to that as the attorney for Free
19 Conferencing?

20 CHAIRMAN HANSON: He can tell you yes or no, and
21 you can answer the question.

22 MR. SWIER: First of all, we would say that we
23 agree that the Commission's earlier decisions that were
24 affirmed by the Circuit Court, we don't necessarily agree
25 with those but those have been decided. Those first two

1 issues regarding the Commission's sole authority to
2 regulate Sprint's interexchange service, that was decided
3 in the earlier decision when the Commission and the court
4 said we have jurisdiction over intrastate
5 telecommunications activities.

6 COMMISSIONER NELSON: So, therefore, you would
7 have no objection to our issuing a summary judgment on
8 that question.

9 MR. SWIER: Well, we don't agree with it, but we
10 think you've already done it.

11 COMMISSIONER NELSON: Okay.

12 MR. SWIER: Number two, declaring that the
13 Tribal Utility Authority lacks jurisdiction over Sprint.
14 Again, we don't necessarily agree with the decision, but
15 your previous decision was that that was the
16 jurisdictional call you made.

17 Number three, that declaring that NAT must
18 seek a Certificate of Authority. As we just indicated,
19 18 months ago we filed for a Certificate of Authority,
20 and that docket's still before the Commission.

21 And, number four, money damages. We're here for
22 \$281. We've returned that after the Commission's
23 decision.

24 So, yes, the Commission has already decided
25 those four issues that were requested in their

1 Complaint.

2 COMMISSIONER NELSON: Thank you. Do you agree
3 that NAT is providing local exchange service to Free
4 Conferencing?

5 MR. SWIER: Yes.

6 COMMISSIONER NELSON: Do you agree that the
7 Commission has the authority to require NAT to have a COA
8 in order to provide local exchange service?

9 MR. SWIER: If the activity is strictly within
10 the bounds of the reservation, I believe that particular
11 sliver the Tribe retains sovereignty over.

12 So according to the Commission's last decision,
13 if it's intrastate, if it goes off the reservation, then,
14 yes, this Commission has already found that you have
15 jurisdiction over that. That's why NAT applied for a
16 Certificate of Authority with you so you could -- so you
17 could give that authority.

18 So that was done 18 months ago. If NAT didn't
19 think it needed to do that, it wouldn't have. It abided
20 by the Court's and the Commission's decision and applied
21 for the COA. That's why we did it.

22 COMMISSIONER NELSON: So if you could answer
23 the question that I asked you, do you believe this
24 Commission has the authority to require NAT to obtain a
25 Certificate of Authority to provide local exchange

1 service to Free Conferencing?

2 MR. SWIER: I'd say no.

3 COMMISSIONER NELSON: On October 28, 2008, the
4 Tribal Utility Authority granted a Certificate of
5 Authority -- Tribal Certificate of Authority to NAT.
6 That certificate was signed by the tribal chairman. NAT
7 is majority owned by the Tribe. So, essentially, the
8 Tribe was issuing itself a certificate; is that correct?

9 MR. SWIER: I think those facts would be
10 correct. The Tribe set up a tribally owned telephone
11 company, and the tribal authority gave them permission to
12 operate, yes.

13 COMMISSIONER NELSON: And so the Chairman
14 essentially gave himself on behalf of a tribe a
15 certificate; correct?

16 MR. SWIER: The Chairman gave NAT, a tribally
17 owned company, a certificate.

18 COMMISSIONER NELSON: Okay. When you talked
19 about the practical effects if we grant Sprint's Motion
20 today, you talked about the Tribe losing an internet
21 library and Learning Center.

22 But isn't it true that there is no legal effect
23 on what we do today in regard to broadband or internet
24 access?

25 MR. SWIER: Well, I agree with you. I don't

1 think the Commission has authority over those two
2 things.

3 COMMISSIONER NELSON: Correct. And so nothing
4 we would do here today would impact internet access or
5 internet provision by NAT; correct?

6 MR. SWIER: It depends on how far the Commission
7 goes with its decision.

8 COMMISSIONER NELSON: If we grant the summary
9 judgment requested here today --

10 UNIDENTIFIED SPEAKER: Excuse me. I think
11 that's the point of confusion we were drawing earlier
12 with Commission Hanson as well. And that is what the
13 Motion asks for is NAT's not allowed to do business
14 anywhere in the state.

15 And that goes far beyond what the initial
16 Complaint stated. And I think that's where we're running
17 into a little bit of -- I don't think we disagree with
18 you necessarily, but there is a nuance there that we have
19 to recognize.

20 CHAIRMAN HANSON: Excuse me. I believe there's
21 a point of order. Please step to the microphone if
22 you're going to -- I'm allowing him to answer the
23 question since it was posed by Commissioner Nelson and
24 Mr. Swier was unable to answer the question and it was a
25 matter of fact.

1 Go ahead.

2 MR. KNUDSON: Yes. I believe Sprint objects to
3 anybody but Mr. Swier presenting on behalf of NAT.
4 That's the normal protocol. He's the counsel of record
5 in this case. Mr. Holoubek, he is then testifying
6 instead of simply responding to questions. So we'd renew
7 our objection we made earlier.

8 CHAIRMAN HANSON: Thank you, Mr. Knudson. I was
9 allowing it in the interest of time so it didn't have to
10 be regurgitated, but I appreciate the admonition.

11 COMMISSIONER NELSON: I going to need to follow
12 up on that statement but I'll ask Mr. Swier the question
13 and then hopefully you can connect the dots.

14 Mr. Holoubek said that what granting this
15 Summary Judgment Motion would do -- and he's indicated
16 that one of the questions is to prevent NAT from doing
17 business in the state.

18 Well, that's not what it asks. It says NAT
19 cannot provide telecommunications service in the state.
20 So is it your contention that internet service is a
21 telecommunications service?

22 CHAIRMAN HANSON: No. Don't look to --
23 Mr. Swier, you need to -- you're the --

24 MR. SWIER: Well, with all due respect, if we're
25 here to get answers and I don't know the answers to those

1 questions, couldn't Mr. Holoubek answer your questions
2 for you?

3 I mean, there are certain things that I don't
4 know. So, I mean, we can either come back and provide
5 written testimony to that, or we could have Mr. Holoubek
6 answer who knows the answers to the question.

7 CHAIRMAN HANSON: It's a legal question.

8 MR. SWIER: Then my answer is I don't know.

9 CHAIRMAN HANSON: Thank you.

10 COMMISSIONER NELSON: You indicated in the area
11 of practical effects that 152 customers would lose phone
12 service and internet service and have no opportunity, but
13 is there not an ILEC there that provides those services?

14 MR. SWIER: The ILEC provides services. The
15 fact of the matter is is because of the economic
16 situation on the reservation, those folks can't afford
17 telephone service. And NAT subsidizes that telephone
18 service for those customers.

19 COMMISSIONER NELSON: So, in fact, service is,
20 in fact, available from the ILEC.

21 MR. SWIER: Service as a technical matter may be
22 available. As a practical matter, folks can't afford it
23 out there.

24 COMMISSIONER NELSON: You indicated another
25 practical effect was that Free Conferencing is losing

1 money by doing business on Crow Creek so we would be
2 doing them a favor by granting this Motion for Summary
3 Judgment; is that correct?

4 MR. SWIER: No. I don't think I said that. I
5 don't think I said they're losing money. I think I
6 said --

7 COMMISSIONER NELSON: Yes, you did.

8 MR. SWIER: What I meant is they could make more
9 money by sending traffic elsewhere because of the tariff
10 rates. So Free Conferencing could send the traffic
11 elsewhere, and they could get a higher tariff rate.

12 COMMISSIONER NELSON: So, in fact, we would be
13 doing them a favor from a business perspective by
14 granting this Motion for Summary Judgment.

15 MR. SWIER: No. I don't think so. Because
16 Free Conferencing made a promise and a commitment to NAT
17 and to the Tribe that this is what they would do. And,
18 sure, could they pull out of there and send that traffic
19 elsewhere? Yeah.

20 But you wouldn't be doing us a favor because
21 this company has decided to stick it out and actually not
22 break their promise to the folks.

23 COMMISSIONER NELSON: You spent a lot of time
24 talking about the fact that Sprint is making payments to
25 Northern Valley but they're not making payments to NAT

1 and the fact that -- and you raised some suspicions as to
2 why that was.

3 And but isn't it true that the biggest
4 difference is the fact that Northern Valley has a
5 Certificate of Authority and NAT does not?

6 MR. SWIER: I don't know why. I can't speak for
7 Sprint on why they may do that. I can tell you Northern
8 Valley does have a Certificate of Authority. NAT is
9 trying its darnedest to get a Certificate of Authority.

10 And, of course, if I may add, Sprint, of course,
11 went years without paying Northern Valley for that access
12 stimulation traffic too as the Commission's aware of.

13 COMMISSIONER NELSON: Certainly. I don't think
14 I have any other questions other than I do need to make a
15 statement regarding I think the -- about the very last
16 comment that you made that in your mind our ruling on
17 this is a -- basically a ruling that is a precursor to
18 the CLEC application.

19 And I want to make it very clear to everybody
20 that's listening to this that in my mind these two are
21 not related at all. And my judgment on when we
22 ultimately get to the point of ruling on your CLEC
23 application will not be colored at all by whatever
24 happens in this particular docket. I want to make that
25 very clear to everybody.

1 MR. SWIER: Thank you.

2 COMMISSIONER NELSON: No further questions.

3 CHAIRMAN HANSON: Thank you, Commissioner
4 Nelson.

5 And I think it goes without saying, but I
6 appreciate you saying it that, yes, the two are not
7 related to one another.

8 Commissioner Fiegen, do you have anything that
9 you'd like to query at this point -- juncture?

10 COMMISSIONER FIEGEN: Chairman Hanson, my
11 questions were very similar to Commissioner Nelson with
12 losing money, Certificate of Authority in Northern Valley
13 and the internet and VoIP services and also there's an
14 additional telecom. So all of those have been answered.

15 Thank you.

16 CHAIRMAN HANSON: Thank you, Commissioner
17 Fiegen.

18 And, Ms. Wiest, do you have something?

19 MS. AILTS WIEST: Yes. I just had a couple of
20 questions. This is Rolayne Wiest.

21 I was looking at your statement for -- with
22 respect to the material facts. And my question for you
23 is are there material facts that NAT contends a genuine
24 issue exists to be tried before the Commission can make a
25 ruling on these summary judgment?

1 I know you denied some statements in Sprint's
2 statement of material facts, but I was confused as to
3 what you were actually contending there are material
4 facts for a genuine issue needs to be tried.

5 MR. SWIER: I don't have those in front of me.
6 Are there some in particular, Ms. Wiest? And I can
7 certainly respond to those after I take a look.

8 MS. AILTS WIEST: Well, if you look at Sprint's
9 statement of material facts in No. 3, I believe -- no.

10 In No. 5 I think you denied the third sentence,
11 but I didn't know why you denied it, if you had a basis
12 for it, or if you thought that was a material fact that
13 the Commission needed to determine prior to making a
14 ruling on the summary -- on this case -- on the issues in
15 this case.

16 MR. SWIER: I think there are genuine issues of
17 material fact, including the fact that Sprint, of course,
18 has alleged that NAT is a sham entity. And I can
19 certainly go back and look at those. I don't have them
20 in front of me. But we can certainly go back.

21 I know that there are genuine issues that we
22 have denied which puts those facts in dispute. And,
23 again, I don't have those in front of me, but I'd be
24 happy to file a supplement with you if you'd like. But I
25 think we've made it pretty clear that there are factual

1 disputes there.

2 MS. AILTS WIEST: Is NAT asserting that it
3 has -- it's subject to tribal sovereignty as an arm of
4 the Tribe?

5 I know you made a statement about tribal
6 sovereignty in your Brief.

7 MR. SWIER: We made a statement about tribal
8 sovereignty in the Brief. It's an issue that obviously
9 could be brought up.

10 Obviously, tribal sovereignty is an issue that's
11 determined from subject matter and that can be brought up
12 at any time in a proceeding.

13 Right now we did not focus on that particular
14 issue, but we do feel that we do have potentially some
15 strong arguments regarding tribal sovereignty but that's
16 not the issue before the Commission today.

17 MS. AILTS WIEST: And I know when you were
18 talking about the provisioning of different types of
19 services that you talked about our jurisdiction, and you
20 mentioned broadband and international traffic, mobile
21 wireless.

22 When you mentioned mobile wireless, NAT isn't
23 providing mobile wireless, are they?

24 MR. SWIER: Not in a traditional sense, no.

25 MS. AILTS WIEST: Okay. That's all I have at

1 this time.

2 CHAIRMAN HANSON: Thank you. Before we go to
3 the rest of the folks, we're going to take a 10-minute
4 break. So we will -- according to this clock it is
5 20 minutes to. We will resume at 10 minutes to 1:00.

6 COMMISSIONER FIEGEN: Chairman.

7 CHAIRMAN HANSON: Yes.

8 COMMISSIONER FIEGEN: Just a quick question. Is
9 it my understanding we are not ruling today? We're just
10 hearing oral arguments?

11 CHAIRMAN HANSON: That is correct.

12 COMMISSIONER FIEGEN: Good. I just wanted to
13 clarify that.

14 CHAIRMAN HANSON: All right. We'll take a
15 10-minute recess and resume with Interveners, and we'll
16 start with SDN.

17 (A short recess is taken)

18 CHAIRMAN HANSON: The Commission will come back
19 to order. We will now hear from Interveners.

20 And I see Margo Northrup. I assume you're here
21 to chat with us.

22 MS. NORTHRUP: I am. Good afternoon.

23 Margo Northrup. I'm an attorney here in Pierre, and I'm
24 here on behalf of South Dakota Network, LLC.

25 Very briefly, I just want to agree -- I think

1 that SDN and Sprint agree that the issues in 09-98, which
2 is SDN's docket against Sprint, are not teed up in this
3 issue.

4 And our filing was merely to remind the
5 Commission that we haven't had the opportunity to brief
6 those issues. It appears these are complex
7 jurisdictional and factual issues, and we just want to
8 determine that anything that's decided here is not going
9 to negatively impact in any way in our docket.

10 And that's all the comments that I have.

11 CHAIRMAN HANSON: Thank you very much. We
12 appreciate your brevity.

13 AT&T, Mr. Van Camp.

14 MR. VAN CAMP: Good afternoon. Earlier it was
15 good morning, and now it's good afternoon. Thank you,
16 Mr. Chairman.

17 CHAIRMAN HANSON: Is that what you've been
18 practicing?

19 MR. VAN CAMP: Yeah. Thank you, Mr. Chairman.
20 Bill Van Camp on behalf of AT&T.

21 AT&T did file in response a Motion in support of
22 Sprint's Summary Judgment. And without belaboring any of
23 the arguments that have been made, I think it's important
24 to point out that the -- and I'll let Sprint speak for
25 itself in its Amended Complaint, but it certainly would

1 be my position and that of AT&T that the Prayer For
2 Relief is broad enough in its nature that it encompasses
3 the declaratory actions and rulings that Sprint is
4 seeking here on summary judgment.

5 This is not, I believe, a groundbreaking case as
6 was characterized, and it is neither that nor an
7 all-encompassing proceeding. It's simply an action
8 brought by Sprint that AT&T has joined in that seeks a
9 declaratory ruling on what the rules are before the
10 Commission.

11 And the statute that we need to talk about that
12 seems to have been lost I think in some of the
13 discussions is 49-31-3 that says no one can provide local
14 exchange services without being certified first by the
15 Commission.

16 Sprint has asked for declaratory ruling on that
17 fact. They've come before the Commission, as the rules
18 allow them to do, seeking the Commission to stand for
19 what the statute says. And I think that's the long and
20 the short of this matter.

21 Thank you.

22 CHAIRMAN HANSON: Thank you, Mr. Van Camp. We
23 will -- prior to hearing from Staff then, we will listen
24 to rebuttal from Mr. Knudson.

25 MR. KNUDSON: Thank you, Mr. Chairman. I

1 appreciate the opportunity to respond to what's been
2 asserted earlier.

3 Just to preface my remarks, we're only asking
4 the Commission to rule on its authority under state law
5 to regulate intrastate service. Whether there are
6 consequences that NAT is afraid of as a result of this
7 Commission asserting its lawful jurisdiction, that
8 follows from the fact that your role in the regulatory
9 process in the overall telecommunications system is
10 important.

11 I do need to address an accusation that suggests
12 that somehow I misrepresented what was told to me by
13 counsel for NAT. And I don't want to wade into all of
14 this, but on Friday Mr. Swier sent an e-mail to
15 Mr. Schenkenberg, my colleague, Karen Cremer, to myself,
16 and number of other attorneys of record in this case that
17 says "I will be presenting arguments that Sprint's
18 last-minute submissions were made in bad faith and
19 without consideration of either the Commission or NAT's
20 ability to respond."

21 And that was my reference to bad faith. It is a
22 matter of fact that I was accused of bad faith. I resent
23 that very much, attacking my personal integrity, and I
24 feel obligated to respond to set the record straight.

25 I appreciate what AT&T just said. Let's not

1 lose sight of what is involved here. The legislature has
2 very clearly said that a Certificate of Authority is
3 needed before you begin providing telecommunication
4 services within the State of South Dakota. And we've
5 heard in the questioning of Mr. Swier that that's not
6 been the case now for a number of years, but NAT has
7 continued to provide local exchange services in the State
8 of South Dakota.

9 What we hear from NAT isn't a legal response to
10 that argument but saying if you rule that's what the law
11 is because that's what the legislature has said it is,
12 what do you do about NAT? Can it continue to operate?

13 Well, it can continue to operate, I suppose, if
14 it's not providing local exchange services, which would
15 be the internet library or something on that nature.

16 The 152 customers who he said they would lose
17 service, well, I'm sorry for the customers. Sprint isn't
18 out to try to keep them from getting service. But there
19 is an issue here with respect to IXC relationships with
20 local exchange carriers and how the legal structure
21 works.

22 And you can't say I'm doing a good deed but I'm
23 violating the law at the same time. And so the
24 legislature and the South Dakota Supreme Court's made
25 clear that these kinds of arrangements are illegal and

1 unenforceable.

2 Now on the equities here, what we know is that
3 MidState Communications is the principal ILEC. Venture
4 Cooperative also apparently covers part of that area, has
5 a service area that covers part of the reservation.
6 There are universal service funds. There are
7 subsidiaries available through that process for people
8 who are of low income to obtain subsidized or lower rate
9 service.

10 I get an argument of counsel, but I have no
11 evidence in the record that, in fact, that 152 people
12 can't get their own service. So I don't think that's a
13 dispositive issue. It's certainly not a fact established
14 in the record.

15 Then what about Free Conferencing? Somehow they
16 would have to port their business somewhere else. Well,
17 and it's only 3 percent of their total business. We
18 realize Free Conferencing is pretty big animal.

19 Now we're in open session so we're not going to
20 go into the dollars involved, but it's a very significant
21 amount of money that Free Conferencing has been able to
22 pull out of NAT through its revenue sharing agreement it
23 has with NAT.

24 Now it's pulling money out of it. It's not
25 losing money. So contrary to what counsel said earlier,

1 this isn't a losing proposition for Free Conferencing.
2 If it were, I seriously doubt that they would be
3 subsidizing this litigation.

4 Two, if they're able to do business with
5 Northern Valley, I object to any reference to that
6 settlement. First of all, it's irrelevant to the
7 proceedings in this docket. Two, to the extent that
8 Mr. Swier is asserting it's cheaper to do business with
9 NAT than it is with Northern Valley, I don't know how he
10 knows that.

11 The settlement was not matter of public record.
12 It's confidential. So I just say we object to any
13 reference to it on the grounds of relevancy at all.

14 There's a point here about bill and keep and
15 what that regime will mean for NAT and others who depend
16 on this kind of arrangement to exist. I think that issue
17 really -- although we've referenced it in our briefs,
18 just to point out where this is going, the viability of
19 NAT's business plan is at issue in 11-87. It will be
20 decided there.

21 Mr. Swier says that the FCC has approved NAT's
22 tariff. Well, the FCC did say that the tariff to which
23 the IXCs objected, including Sprint, was not facially
24 unreasonable. It wasn't -- so it could go into force and
25 effect before being challenged, but that's as far as it's

1 gone there.

2 Now with respect to the Lederman letter that we
3 saw just this morning, Sprint objects to its being part
4 of the record. First of all, it's an unsworn statement.
5 At least the other filing that we saw yesterday was a
6 declaration under oath.

7 Two, it's apparent on its face that Mr. Lederman
8 lacks foundation for many of the assertions of fact that
9 he makes in there. Then he talks about conversations
10 with Free Conferencing. Obviously, both the statement
11 and that reference is hearsay. So it's objectionable on
12 that ground. Finally, it's really irrelevant to the
13 issues at hand before the Commission on Sprint's
14 Motion.

15 And I think if you want to take another look at
16 that letter and take a look at the part where the
17 reference was Free Conferencing is threatening to pull
18 its business out of South Dakota.

19 So basically now you have a multimillion dollar
20 corporation based in Long Beach, California. This big
21 corporation is going to a politician and threatening to
22 pull business. That's an implicit threat to you. And
23 I am just appalled that they would play this kind of
24 game, play this kind of card in an effort to influence
25 the decision and decision-making process of the

1 Public Utilities Commission of the State of South Dakota.

2 CHAIRMAN HANSON: Do you have an objection?

3 MR. SWIER: I do. I object, first of all, on
4 the foundation of what our Senate Majority Whip knows or
5 does not know as far as the foundation.

6 It's very clear that the Commission's docket is
7 wholly available on the Commission's website. It's
8 also -- the fact that Mr. Knudson would pretty much come
9 in and say that anything that any public person,
10 including our Senate Majority Whip, would say about this
11 to try to inform the Commission, the implication is he
12 doesn't know what he's talking about.

13 And, personally, I think we as citizens and this
14 Commission should be offended by the statements made
15 regarding our Senate Majority Whip. That's my point of
16 order.

17 CHAIRMAN HANSON: You don't have a point of
18 order as such. You have an opinion about what is being
19 stated.

20 Mr. Knudson has a point, however, Mr. Swier,
21 that this has not been sworn to, and from the standpoint
22 of being a piece of evidence, we will not admit it as
23 evidence.

24 However, since communications that are made to
25 the PUC are placed on the -- in the information, it will

1 be a part of the information as all letters and
2 communications, whether they're e-mails or whatever that
3 we receive pertaining to dockets. And we will receive
4 it and keep it as a -- memorial state from that
5 standpoint.

6 MR. SWIER: Thank you. And it's our
7 expectation -- again, because of time constraints, we
8 didn't have a chance to prepare an Affidavit, but it
9 would be my --

10 CHAIRMAN HANSON: Well, it would not have been
11 appropriate anyway because we are in a -- this is a
12 Motion for Summary Judgment. It's not an evidentiary
13 hearing. And so from the standpoint I'm giving you that
14 leeway to have it provided in the website, as with any
15 communication.

16 MR. SWIER: I understand. So you're saying that
17 if I submit that with an Affidavit, that your ruling is
18 that this Commission will not consider an Affidavit in
19 the summary judgment proceedings? I just want to make --
20 so the record's clear.

21 CHAIRMAN HANSON: Any -- any evidence -- we're
22 still open to receiving evidence certainly.

23 MR. SWIER: That's what we plan to do. And that
24 was based on the fact that, again, we had to get this
25 together so late in response --

1 CHAIRMAN HANSON: Right. But not in a decision
2 process right now for summary judgment.

3 MR. SWIER: Well, but any Affidavit that would
4 be filed would be considered in the summary judgment
5 decision as a procedural matter.

6 CHAIRMAN HANSON: There's a Catch-22 for you at
7 this juncture. We're not open to new evidence during a
8 summary judgment. We are here listening to attorneys
9 give their final arguments for summary judgment based
10 upon the evidence that had been presented up to that
11 point. We're not opening this up to a whole new process
12 of information being presented from the standpoint of
13 evidence.

14 If I'm going to do that with you, I have to do
15 that with everyone else and they get to start submitting
16 new evidence and we're just going through a -- we've had
17 nearly three years in this process at this point.

18 Mr. Knudson.

19 MR. KNUDSON: Thank you, Mr. Chairman.

20 I need to also respond to the implications that
21 NAT's counsel has raised that somehow there's something
22 untoward to Sprint's opposition to NAT's operations, that
23 somehow that it's based on the fact that NAT purports to
24 be a tribally owned entity. That is simply not the
25 case.

1 I recall that this case began in the context of
2 a significant issue facing IXCs around the country with
3 respect to these access stimulators, and this was a
4 matter of major significance to Sprint. A lot of that
5 issue has been resolved.

6 Nonetheless, we're engaged in litigation here
7 that was legitimately started, legitimately continued,
8 and is certainly distinguishable from the Northern Valley
9 situation, which at least had a Certificate of Authority,
10 therefore, it is lawful for it to operate.

11 The precedent being established by NAT is very
12 significant and very detrimental. And if you're not
13 willing to take action to determine it's unlawful to
14 operate without a Certificate of Authority, what value is
15 49-31-3 in terms of preventing others from doing so as
16 well?

17 So Mr. Swier says that somehow Sprint's had
18 decades to bring in a local exchange service to the
19 reservation. Sprint is generally an interexchange
20 carrier and that the local exchange carriers like
21 MidState and Venture are those entities that are there to
22 provide the local service.

23 Sprint is the one that connects the local
24 exchange carrier. So to say somehow Sprint has not done
25 its job is simply incorrect.

1 There's a reference to the Seventh Circuit
2 Decision, Cahnmann v. Sprint. I simply cannot respond to
3 it since I have not read that case. It was not cited in
4 NAT's responsive briefs so I have not had an opportunity
5 to brief it or review it myself.

6 Then the argument that somehow we are
7 procedurally improper in terms of the request for relief.
8 I think this is an argument that's never been made before
9 by NAT in its briefs. It addressed the question that
10 Commissioner Hanson raised about it. Again, I would
11 reiterate my answer, which I believe is what we're asking
12 for in our Motion is fairly encompassed within what we
13 asked for in our Amended Complaint.

14 I would like to respond to a couple of points
15 that Ms. Wiest raised in her questions here with respect
16 to the factual record before the Commission and whether
17 there's anything left to try.

18 Again, for example, in Paragraph 5 of our
19 undisputed facts we make a statement that Sprint has no
20 physical presence on the reservation. That is the
21 position we have taken in all the litigation all along.
22 It's never been disputed. They offer nothing to dispute
23 that fact.

24 That statement comes from an Affidavit of one
25 of Sprint's employees. And under the Pleading rules,

1 Rule 56, a mere denial is not adequate to rebut a well
2 founded assertion of fact. The fact that NAT might
3 deny that fact doesn't make it a material fact in
4 dispute.

5 And so I think with respect to the material
6 facts that we've asserted in our Briefs and in our
7 undisputed material of facts statement, we feel we are on
8 solid ground and the Commission would be on solid ground
9 in relying on those.

10 Then I heard a question related to the tribal
11 sovereignty issue, and the answer was to the effect,
12 well, we really haven't focused on that at this stage.
13 And then I think that's simply a concession that,
14 indeed, under the law and the facts that NAT is not a
15 tribal entity entitled to assert tribal sovereign
16 immunity.

17 And that concludes my rebuttal remarks, unless
18 you have any questions.

19 CHAIRMAN HANSON: Are there any questions by the
20 Commission?

21 Commissioner Fiegen, do you have any questions?

22 COMMISSIONER FIEGEN: Not at this time.

23 CHAIRMAN HANSON: Thank you. And the reason I
24 ask each time is just in case you are speaking and you
25 have it on mute or for some reason we've lost the

1 connection. I just want to make sure each time that we
2 still have you with us.

3 I'll turn to Staff then at this juncture.
4 Ms. Cremer.

5 MS. CREMER: Thank you. This is Karen Cremer of
6 Staff. Similar to SDN and MidState and SDTA, Staff
7 does not take a position on this Motion for Summary
8 Judgment.

9 Thank you.

10 CHAIRMAN HANSON: Thank you.

11 Ms. Wiest, do you have anything at this point
12 that you wish to ask?

13 MS. AILTS WIEST: No.

14 CHAIRMAN HANSON: All right. If there are no
15 further questions by the Commissioners, then I will deem
16 that this hearing is concluded.

17 We will look forward to the supplemental
18 information that is going to be provided to us by NAT.

19 Did you have something?

20 COMMISSIONER NELSON: Well, do we need to
21 talk about the schedule for that supplemental
22 information?

23 CHAIRMAN HANSON: I guess I shouldn't assume
24 that it was forthcoming.

25 COMMISSIONER NELSON: Maybe -- yeah. Rolayne,

1 do we need to talk about that or not?

2 MS. AILTS WIEST: Yeah. Either Staff can work
3 with them or we can try to set it here. I think the
4 question is NAT would be responding to Sprint's
5 supplemental authority.

6 Did you have a time line for that, Mr. Swier?

7 CHAIRMAN HANSON: He's requesting two weeks.
8 Since this is a brand new docket, I don't see any reason
9 why we can't extend that for two weeks.

10 Two weeks.

11 Excuse me. Mr. Knudson, did you have a --

12 MR. KNUDSON: Would Sprint be allowed to
13 respond? We can do so in one week.

14 CHAIRMAN HANSON: Isn't this from NAT a response
15 to your response?

16 MR. KNUDSON: Response to our supplemental --
17 (Inaudible).

18 CHAIRMAN HANSON: I'm wondering who gets to
19 respond last.

20 MR. KNUDSON: (Inaudible).

21 CHAIRMAN HANSON: Yes. I guess -- yes. You are
22 the moving party so you would have that privilege. Yes.
23 We'll allow you seven days after their response.

24 MR. KNUDSON: Thank you.

25 CHAIRMAN HANSON: Okay. Anything further to

1 come before us at this juncture?

2 If not, we'll conclude with this portion of the
3 meeting. The hearing is concluded.

4 (The hearing is concluded at 1:15 p.m.)

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 STATE OF SOUTH DAKOTA)

2 :SS

CERTIFICATE

3 COUNTY OF SULLY)

4

5 I, CHERI MCCOMSEY WITTLER, a Registered
6 Professional Reporter, Certified Realtime Reporter and
7 Notary Public in and for the State of South Dakota:

8 DO HEREBY CERTIFY that as the duly-appointed
9 shorthand reporter, I took in shorthand, via the
10 internet, the proceedings had in the above-entitled
11 matter on the 9th day of April, 2013, and that the
12 attached is a true and correct transcription of the
13 proceedings so taken.

14 Dated at Onida, South Dakota this 19th day
15 of April, 2013.

16

17

18

19 Cheri McComsey Wittler,
20 Notary Public and
21 Registered Professional Reporter
22 Certified Realtime Reporter

22

23

24

25

\$	2013 [4] - 1:8, 2:4, 102:11, 102:15 203 [1] - 15:14 21 [1] - 24:7 22 [1] - 24:16 24 [2] - 34:17, 34:20 25 [2] - 34:19, 50:18 26 [1] - 34:17 27 [1] - 17:16 28 [1] - 76:3 29 [1] - 24:24	abided [1] - 75:19 ability [3] - 43:5, 55:25, 88:20 able [7] - 39:14, 51:17, 51:19, 52:10, 73:4, 90:21, 91:4 above-entitled [2] - 2:2, 102:10 absolute [1] - 23:25 absolutely [4] - 38:4, 52:11, 62:1, 69:19 accept [2] - 51:7, 52:25 accepted [1] - 38:24 access [27] - 14:12, 15:3, 29:23, 42:19, 42:22, 43:14, 44:1, 44:5, 46:6, 48:22, 49:5, 51:4, 51:7, 51:10, 51:13, 51:16, 51:20, 52:13, 53:13, 58:6, 61:12, 61:15, 66:25, 76:24, 77:4, 81:11, 96:3 accesses [1] - 31:1 accident [1] - 63:4 accommodation [1] - 35:9 according [2] - 75:12, 85:4 accordingly [1] - 24:20 accusation [1] - 88:11 accused [4] - 5:23, 39:8, 58:9, 88:22 Act [5] - 11:20, 11:22, 15:15, 21:16, 55:7 act [2] - 12:7, 22:13 acting [1] - 36:23 action [7] - 9:19, 15:8, 15:20, 23:4, 33:25, 87:7, 96:13 actions [2] - 15:24, 87:3 activities [10] - 16:13, 17:23, 24:18, 42:19, 42:23, 44:2, 44:5, 56:16, 57:4, 74:5 activity [3] - 56:13, 64:20, 75:9 actual [1] - 27:6 add [2] - 6:21, 81:10 additional [4] - 5:20, 37:21, 52:22, 82:14 address [8] - 25:19, 29:15, 37:3, 37:25, 45:12, 57:18, 57:19, 88:11 addressed [3] - 20:20, 23:17, 97:9	addressing [1] - 4:1 adequate [2] - 25:3, 98:1 administration [2] - 67:9, 67:12 administrative [2] - 11:4, 11:7 Admission [1] - 29:4 admit [3] - 29:4, 29:6, 93:22 admitted [1] - 14:4 admonition [2] - 38:20, 78:10 advanced [2] - 10:17, 18:8 advantage [1] - 48:21 advisory [1] - 11:6 affect [1] - 21:4 affected [1] - 20:9 Affidavit [8] - 5:22, 5:25, 29:2, 94:8, 94:17, 94:18, 95:3, 97:24 affirmed [4] - 69:13, 70:23, 71:25, 73:24 afford [2] - 79:16, 79:22 afraid [1] - 88:6 afternoon [3] - 85:22, 86:14, 86:15 AGAINST [1] - 1:5 agency [2] - 11:4, 11:7 ago [11] - 46:15, 49:1, 49:5, 59:1, 64:1, 64:3, 64:15, 69:20, 72:14, 74:19, 75:18 agree [15] - 25:14, 56:11, 56:23, 57:7, 58:2, 60:14, 73:23, 73:24, 74:9, 74:14, 75:2, 75:6, 76:25, 85:25, 86:1 agreed [2] - 4:16, 50:6 Agreement [1] - 67:19 agreement [6] - 9:17, 39:13, 48:8, 49:7, 49:13, 90:22 ahead [8] - 5:4, 32:24, 35:3, 36:17, 38:10, 51:21, 63:18, 78:1 AILTS [16] - 3:14, 32:25, 34:3, 34:10, 34:13, 34:16, 34:22, 43:15, 43:18, 82:19, 83:8, 84:2, 84:17, 84:25, 99:13, 100:2 Ailts [1] - 1:13 Airvator [1] - 19:9 alcoholic [1] - 9:22 all-encompassing [1]	- 87:7 alleged [1] - 83:18 allocation [1] - 22:21 allow [4] - 5:19, 35:20, 87:18, 100:23 allowed [4] - 38:1, 39:20, 77:13, 100:12 allowing [3] - 72:25, 77:22, 78:9 allows [1] - 30:2 almost [1] - 41:17 altogether [1] - 38:16 Amended [32] - 27:1, 27:2, 27:9, 27:10, 27:15, 27:19, 27:24, 33:2, 62:21, 62:25, 63:14, 63:17, 63:20, 64:2, 64:5, 64:12, 64:22, 65:12, 65:13, 70:7, 70:9, 70:15, 70:16, 70:19, 71:2, 71:8, 71:17, 71:19, 72:3, 73:11, 86:25, 97:13 amended [2] - 22:13, 26:25 America [1] - 5:13 AMERICAN [1] - 1:5 American [20] - 1:16, 3:3, 3:6, 3:9, 4:1, 4:5, 14:23, 15:13, 19:8, 30:9, 30:23, 32:1, 34:25, 36:24, 44:13, 48:9, 48:23, 50:17, 54:1, 67:8 American-Indian [1] - 44:13 amount [2] - 26:20, 90:21 amounts [1] - 33:16 analogous [1] - 31:24 analogy [2] - 29:16, 32:2 analysis [2] - 19:18, 33:15 animal [1] - 90:18 animals [1] - 38:16 ankle [1] - 63:13 answer [15] - 6:17, 35:21, 38:3, 54:6, 68:4, 68:15, 73:21, 75:22, 77:22, 77:24, 79:1, 79:6, 79:8, 97:11, 98:11 answered [2] - 37:15, 82:14 answers [4] - 37:1, 78:25, 79:6 anyway [2] - 66:1, 94:11
'				
'08 [1] - 69:9 '34 [1] - 22:13				
0	3			
006327 [1] - 50:16 008 [2] - 50:12, 50:13 09-98 [1] - 86:1	3 [6] - 40:25, 47:25, 61:16, 83:9, 90:17 30-second [1] - 4:7 38 [1] - 41:15 39 [1] - 15:22			
1	4			
1 [2] - 9:5, 61:16 10 [2] - 9:14, 85:5 10-minute [2] - 85:3, 85:15 106 [1] - 46:24 1097 [1] - 42:18 11-087 [1] - 60:6 11-87 [3] - 14:2, 29:3, 91:19 15 [1] - 6:9 152 [8] - 46:2, 46:3, 46:5, 52:12, 65:24, 79:11, 89:16, 90:11 18 [5] - 59:17, 69:20, 69:24, 74:19, 75:18 186 [2] - 41:14, 47:15 1934 [1] - 21:16 196 [1] - 56:9 1996 [1] - 22:13 1998 [2] - 55:3, 55:5 19th [1] - 102:14 1:00 [1] - 85:5 1:15 [1] - 101:4	49-31-3 [4] - 9:2, 13:10, 87:13, 96:15			
	5			
	5 [3] - 62:21, 83:10, 97:18 500 [2] - 2:3, 47:20 51 [2] - 34:17, 34:19 56 [1] - 98:1			
	6			
	60-day [1] - 59:8			
	8			
	8 [1] - 68:11 87 [1] - 42:21			
	9			
	9 [1] - 1:8 97 [1] - 48:4 9:30 [1] - 2:5 9th [2] - 2:4, 102:11			
2				
2 [1] - 61:16 20 [3] - 41:13, 47:13, 85:5 2008 [5] - 42:17, 68:11, 68:12, 68:25, 76:3 201(b) [1] - 15:14 2010 [2] - 42:20, 62:22 2011 [1] - 69:21				
	A			
	A-1 [1] - 23:23 a.m [1] - 2:5 Aberdeen [3] - 48:16, 49:20, 49:22			

<p>apologize [1] - 30:7 appalled [1] - 92:23 apparent [3] - 44:3, 44:6, 92:7 appeal [1] - 57:24 Appeals [2] - 12:2, 12:3 appear [3] - 7:9, 9:8, 39:14 APPEARANCES [1] - 1:15 appearing [1] - 4:5 applicable [2] - 11:4, 11:16 application [12] - 14:3, 18:15, 60:23, 64:20, 68:12, 68:13, 68:25, 69:11, 69:17, 69:23, 81:18, 81:23 applications [1] - 14:1 applied [8] - 57:21, 59:1, 59:7, 59:15, 60:16, 64:9, 75:15, 75:20 applies [1] - 25:4 apply [5] - 11:8, 11:12, 23:18, 66:9, 69:14 applying [1] - 11:7 appointed [1] - 102:8 appreciate [11] - 6:19, 7:9, 26:20, 35:9, 37:3, 38:20, 78:10, 82:6, 86:12, 88:1, 88:25 appropriate [2] - 5:17, 94:11 approve [1] - 67:2 approved [2] - 66:21, 91:21 April [4] - 1:8, 2:4, 102:11, 102:15 arbitration [1] - 9:16 area [14] - 11:11, 11:15, 17:8, 20:22, 21:3, 21:14, 22:5, 22:8, 25:11, 25:24, 58:2, 79:10, 90:4, 90:5 argue [1] - 9:8 argues [1] - 10:20 arguing [1] - 38:18 argument [21] - 3:8, 10:17, 11:10, 16:2, 16:14, 16:16, 18:8, 18:12, 20:18, 25:12, 37:16, 38:6, 38:12, 38:21, 40:17, 40:18, 53:5, 89:10, 90:10, 97:6, 97:8 argument's [1] - 18:11</p>	<p>arguments [11] - 7:2, 17:6, 25:20, 37:21, 39:1, 40:7, 84:15, 85:10, 86:23, 88:17, 95:9 arises [1] - 25:16 arm [3] - 63:5, 63:9, 84:3 arrangement [1] - 91:16 arrangements [1] - 89:25 articulated [5] - 13:8, 17:6, 17:15, 20:13, 25:10 articulates [1] - 20:7 assert [1] - 98:15 asserted [4] - 20:14, 20:15, 88:2, 98:6 asserting [3] - 84:2, 88:7, 91:8 assertion [3] - 17:9, 19:19, 98:2 assertions [1] - 92:8 assessed [1] - 11:25 association [1] - 41:9 assume [5] - 5:3, 11:10, 72:21, 85:20, 99:23 assured [2] - 44:2, 59:22 astounding [1] - 44:20 AT&T [9] - 1:18, 14:13, 14:23, 86:13, 86:20, 86:21, 87:1, 87:8, 88:25 AT&T's [1] - 15:12 attached [1] - 102:12 attacking [1] - 88:23 attempt [3] - 16:22, 42:15, 45:3 attempted [2] - 42:18, 42:22 attempting [1] - 44:21 attention [2] - 32:14, 55:12 attorney [2] - 73:18, 85:23 attorneys [2] - 88:16, 95:8 authorities [3] - 18:20, 55:21, 59:8 Authority [47] - 7:24, 7:25, 8:17, 8:19, 8:23, 9:3, 9:5, 9:12, 13:19, 13:23, 14:3, 15:19, 18:16, 18:18, 21:9, 58:21, 59:2, 59:7, 59:11, 59:12,</p>	<p>59:15, 59:18, 59:21, 59:24, 60:4, 60:17, 64:10, 66:10, 67:13, 68:10, 69:3, 69:15, 74:13, 74:18, 74:19, 75:16, 75:25, 76:4, 76:5, 81:5, 81:8, 81:9, 82:12, 89:2, 96:9, 96:14 authority [44] - 4:14, 5:20, 5:24, 13:8, 14:21, 16:3, 17:22, 18:5, 21:7, 21:13, 22:11, 22:12, 23:5, 23:8, 24:9, 24:10, 24:17, 25:7, 25:10, 28:11, 29:17, 30:24, 31:8, 39:7, 39:10, 39:19, 39:21, 54:9, 54:24, 54:25, 57:7, 57:22, 67:12, 67:17, 67:20, 72:25, 74:1, 75:7, 75:17, 75:24, 76:11, 77:1, 88:4, 100:5 authorization [3] - 20:22, 21:2, 24:1 authorized [2] - 22:18, 41:6 authorizes [1] - 24:18 available [4] - 79:20, 79:22, 90:7, 93:7 Avenue [1] - 2:3 avoid [1] - 11:5 awarding [4] - 33:2, 33:6, 34:4, 73:11 aware [2] - 55:10, 81:12</p>	<p>battle [1] - 64:25 battling [1] - 59:25 Beach [1] - 92:20 bear [1] - 24:5 bearing [1] - 23:10 bears [1] - 16:3 beat [3] - 62:6, 62:7 bedside [1] - 51:5 BEFORE [1] - 1:10 began [1] - 96:1 begin [2] - 8:20, 89:3 beginning [1] - 62:10 begins [1] - 30:14 begun [1] - 12:4 behalf [7] - 4:5, 6:14, 41:7, 76:14, 78:3, 85:24, 86:20 belaboring [1] - 86:22 believes [2] - 42:8, 57:17 belonged [1] - 22:22 benefit [1] - 17:8 benefits [2] - 9:25, 10:10 better [3] - 52:5, 54:3, 68:18 between [4] - 12:2, 16:24, 30:8, 30:19 beverage [1] - 9:20 beverages [1] - 9:22 beyond [5] - 10:13, 70:16, 71:4, 71:5, 77:15 bid [1] - 51:21 big [4] - 63:21, 90:18, 92:20 biggest [1] - 81:3 Bill [3] - 42:18, 42:21, 86:20 bill [12] - 12:15, 13:13, 42:19, 42:23, 44:5, 51:8, 52:8, 53:4, 58:22, 61:14, 64:19, 91:14 billed [1] - 64:21 billing [4] - 10:18, 12:17, 12:18, 12:19 billion [1] - 47:18 bit [5] - 26:22, 27:4, 28:7, 72:20, 77:17 board [3] - 19:2, 36:6, 36:19 bogeyman [1] - 47:10 book [1] - 58:3 books [1] - 20:1 borrower [1] - 9:25 bounds [1] - 75:10 boy [1] - 65:19 brand [2] - 46:13,</p>	<p>100:8 breach [2] - 33:11, 55:8 break [4] - 72:22, 73:3, 80:22, 85:4 brevity [1] - 86:12 bridge [3] - 14:10, 28:24, 31:13 brief [3] - 39:22, 86:5, 97:5 Brief [8] - 14:14, 16:19, 22:16, 25:12, 26:24, 29:2, 84:6, 84:8 briefly [1] - 85:25 briefs [11] - 8:7, 11:3, 26:20, 45:20, 52:7, 58:16, 60:8, 91:17, 97:4, 97:9, 98:6 bring [14] - 7:17, 8:5, 9:19, 23:3, 28:4, 39:22, 42:15, 44:23, 52:18, 55:7, 55:12, 63:6, 63:8, 96:18 bringing [2] - 15:7, 42:3 broad [2] - 65:14, 87:2 broadband [5] - 56:15, 56:17, 57:5, 76:23, 84:20 broken [2] - 63:12, 63:13 brought [11] - 11:19, 14:23, 32:13, 42:5, 54:8, 58:21, 62:18, 63:23, 84:9, 84:11, 87:8 build [2] - 10:6, 17:20 build-out [1] - 17:20 Building [1] - 2:3 burden [1] - 12:23 business [23] - 23:2, 24:14, 28:23, 41:24, 42:2, 42:9, 42:11, 48:3, 49:2, 51:16, 53:3, 54:3, 77:13, 78:17, 80:1, 80:13, 90:16, 90:17, 91:4, 91:8, 91:19, 92:18, 92:22 Buy [1] - 51:22 BY [1] - 1:4</p>
B				
background [2] - 4:9, 68:19				
bad [7] - 5:23, 39:8, 42:12, 59:23, 88:18, 88:21, 88:22				
balance [2] - 10:1, 21:19				
ball [1] - 53:19				
bargain [2] - 10:1, 10:11				
based [12] - 8:5, 40:8, 40:14, 49:9, 64:1, 67:10, 67:14, 67:20, 92:20, 94:24, 95:9, 95:23				
basement [1] - 47:17				
basis [1] - 83:11				
bat [1] - 46:9				
C				
Cahnmann [2] - 55:3, 97:2				
CAHNMANN [1] - 55:4				
calculation [1] - 33:17				

<p>California [3] - 19:9, 48:14, 92:20 CAMP [2] - 86:14, 86:19 Camp [4] - 1:18, 86:13, 86:20, 87:22 campaign [1] - 41:18 cannot [8] - 7:22, 7:24, 10:9, 12:20, 13:1, 37:15, 78:19, 97:2 capital [2] - 51:18 Capitol [2] - 2:3 car [1] - 63:4 card [1] - 92:24 care [1] - 44:16 careful [1] - 71:19 carrier [4] - 24:13, 67:2, 96:20, 96:24 carriers [2] - 89:20, 96:20 case [80] - 5:12, 5:14, 8:15, 9:14, 9:23, 10:3, 10:20, 11:1, 11:14, 11:15, 11:16, 12:1, 12:3, 12:6, 12:8, 12:9, 12:11, 12:16, 12:23, 13:21, 13:23, 14:14, 14:17, 14:23, 16:5, 17:16, 18:21, 19:1, 19:6, 19:9, 19:21, 20:24, 21:22, 21:24, 22:15, 22:17, 22:18, 23:9, 23:12, 23:14, 23:19, 23:23, 23:25, 24:5, 25:14, 25:15, 25:16, 27:22, 29:16, 30:9, 30:16, 30:23, 32:1, 33:21, 55:1, 55:2, 55:3, 55:5, 55:6, 55:10, 55:12, 58:4, 60:11, 61:6, 65:8, 69:7, 71:1, 78:5, 83:14, 83:15, 87:5, 88:16, 89:6, 95:25, 96:1, 97:3, 98:24 cases [4] - 9:10, 9:20, 20:11, 45:20 cash [2] - 64:16, 65:5 cast [1] - 27:16 Catch-22 [1] - 95:6 caveat [1] - 4:23 ceased [1] - 12:8 center [2] - 46:14, 76:21 Center [1] - 46:19 cents [1] - 50:16 certain [5] - 8:5, 57:25, 58:13, 72:21,</p>	<p>79:3 certainly [9] - 17:19, 81:13, 83:7, 83:19, 83:20, 86:25, 90:13, 94:22, 96:8 certainty [1] - 26:1 Certificate [41] - 7:23, 7:25, 8:16, 8:19, 8:23, 9:3, 9:5, 9:12, 14:3, 15:19, 18:15, 18:18, 58:21, 59:2, 59:7, 59:10, 59:12, 59:15, 59:18, 59:21, 59:24, 60:3, 60:17, 64:9, 66:10, 68:10, 69:2, 69:15, 74:18, 74:19, 75:16, 75:25, 76:4, 76:5, 81:5, 81:8, 81:9, 82:12, 89:2, 96:9, 96:14 certificate [11] - 15:6, 15:9, 31:8, 59:8, 60:20, 69:5, 76:6, 76:8, 76:15, 76:17 CERTIFICATE [1] - 102:2 certified [1] - 87:14 Certified [2] - 102:6, 102:20 CERTIFY [1] - 102:8 cessation [1] - 33:21 chair [3] - 35:4, 35:10, 37:23 CHAIRMAN [83] - 1:10, 1:11, 3:1, 3:25, 5:1, 6:7, 6:10, 6:13, 6:23, 7:16, 26:5, 26:17, 27:23, 28:2, 32:19, 32:23, 34:24, 35:25, 36:7, 36:13, 36:17, 37:12, 38:4, 38:10, 38:23, 39:4, 40:10, 40:17, 43:1, 43:4, 43:8, 43:11, 43:22, 45:11, 68:8, 68:17, 68:20, 69:10, 69:17, 69:25, 70:3, 71:7, 71:11, 71:16, 71:21, 72:2, 72:5, 72:9, 72:13, 72:15, 73:2, 73:20, 77:20, 78:8, 78:22, 79:7, 79:9, 82:3, 82:16, 85:2, 85:7, 85:11, 85:14, 85:18, 86:11, 86:17, 87:22, 93:2, 93:17, 94:10, 94:21, 95:1, 95:6, 98:19, 98:23, 99:10, 99:14, 99:23, 100:7,</p>	<p>100:14, 100:18, 100:21, 100:25 chairman [18] - 6:6, 7:6, 26:14, 27:10, 36:11, 36:16, 38:8, 43:10, 43:21, 76:6, 76:13, 76:16, 82:10, 85:6, 86:16, 86:19, 87:25, 95:19 challenge [2] - 55:9, 66:22 challenged [3] - 53:18, 61:8, 91:25 challenges [1] - 44:14 chamber [1] - 7:16 chance [2] - 30:12, 94:8 change [3] - 17:21, 22:14, 33:17 characterize [1] - 27:16 characterized [1] - 87:6 charge [1] - 59:11 charges [1] - 14:12 chat [1] - 85:21 chattel [2] - 9:24, 10:2 cheaper [2] - 65:20, 91:8 cheat [2] - 53:22, 58:9 cheating [1] - 53:7 check [3] - 43:19, 64:16, 65:5 Cheri [6] - 1:24, 3:16, 35:1, 43:11, 72:21, 102:19 CHERI [1] - 102:5 Cheyenne [6] - 17:4, 17:10, 20:14, 23:17, 24:4, 24:21 chicken [3] - 18:22, 19:6, 59:13 chooses [1] - 22:12 CHRIS [1] - 1:11 Circuit [11] - 9:18, 12:1, 12:6, 55:3, 55:5, 57:24, 58:24, 70:23, 71:25, 73:24, 97:1 circumstances [5] - 9:11, 11:6, 12:14, 28:13, 30:17 cite [7] - 9:20, 18:19, 20:11, 21:22, 22:15, 23:12, 23:19 cited [4] - 9:10, 19:7, 29:17, 97:3 cites [1] - 19:21 citizen's [2] - 11:19, 11:22</p>	<p>citizens [1] - 93:13 claim [2] - 5:9, 68:21 claiming [1] - 64:22 clarify [2] - 16:18, 85:13 Class [1] - 9:5 Clean [2] - 11:20, 11:22 clear [15] - 13:25, 29:12, 35:5, 37:11, 55:21, 56:1, 57:6, 57:12, 66:18, 81:19, 81:25, 83:25, 89:25, 93:6, 94:20 cleared [1] - 40:23 clearly [4] - 20:13, 24:16, 42:12, 89:2 CLEC [13] - 8:12, 13:25, 30:25, 57:20, 60:23, 61:3, 64:20, 67:11, 67:20, 68:25, 69:23, 81:18, 81:22 CLECS [7] - 15:3, 15:5, 31:4, 31:7, 31:12, 32:1, 32:8 cloaked [2] - 18:10, 18:25 clock [2] - 52:5, 85:4 close [1] - 62:16 closed [1] - 12:4 closes [1] - 46:21 CLOUD [1] - 36:8 cloud [1] - 36:9 COA [6] - 68:12, 68:22, 69:11, 69:18, 75:7, 75:21 cognisant [1] - 3:24 colleague [1] - 88:15 collect [3] - 14:11, 52:15, 58:6 collecting [1] - 64:17 collection [1] - 13:13 colleges [1] - 41:19 colored [1] - 81:23 commencing [1] - 2:4 comment [3] - 25:12, 66:17, 81:16 comments [4] - 6:20, 35:5, 39:4, 86:10 commerce [1] - 7:16 commercial [1] - 18:3 Commission [163] - 3:5, 3:6, 3:7, 4:18, 5:25, 7:20, 8:2, 8:15, 8:17, 9:10, 10:16, 10:22, 10:25, 11:16, 13:2, 13:5, 13:9, 13:17, 13:22, 13:24, 14:16, 14:18, 15:1, 15:2, 15:7, 15:12,</p>	<p>15:17, 15:21, 15:25, 16:6, 16:11, 16:15, 16:17, 16:20, 16:21, 16:22, 17:4, 17:22, 18:15, 18:18, 20:6, 20:15, 21:7, 21:12, 21:18, 21:22, 21:23, 22:1, 23:1, 23:3, 25:13, 25:14, 25:17, 25:22, 25:23, 25:25, 27:20, 28:11, 28:14, 30:4, 30:23, 31:3, 31:6, 31:17, 31:25, 32:11, 33:1, 36:12, 37:3, 37:25, 38:13, 38:18, 40:1, 41:2, 42:8, 42:25, 43:25, 45:1, 45:12, 48:11, 50:25, 52:19, 52:21, 52:24, 53:3, 54:12, 54:17, 54:20, 54:23, 55:13, 55:17, 56:7, 56:12, 56:14, 56:21, 57:3, 57:7, 57:10, 57:22, 57:24, 57:25, 58:4, 58:11, 58:17, 58:22, 58:24, 59:2, 59:4, 59:5, 59:22, 60:22, 61:4, 61:25, 64:6, 64:7, 64:18, 64:23, 65:7, 65:12, 65:22, 66:3, 68:13, 69:8, 69:13, 69:21, 70:17, 70:19, 70:22, 71:5, 71:25, 72:24, 73:12, 74:3, 74:20, 74:24, 75:7, 75:14, 75:24, 77:1, 77:6, 77:12, 82:24, 83:13, 84:16, 85:18, 86:5, 87:10, 87:15, 87:17, 87:18, 88:4, 88:7, 88:19, 92:13, 93:1, 93:11, 93:14, 94:18, 97:16, 98:8, 98:20 commission [1] - 35:6 COMMISSION [3] - 1:1, 1:10, 1:12 Commission's [17] - 17:9, 20:10, 21:2, 22:21, 44:4, 44:7, 54:9, 55:12, 57:18, 73:23, 74:1, 74:22, 75:12, 75:20, 81:12, 93:6, 93:7 Commissioner [20] - 4:4, 6:7, 28:5, 32:20, 43:20, 46:14, 62:18, 63:3, 73:3, 73:5, 73:6, 73:9, 73:17, 77:23, 82:3, 82:8,</p>
--	--	--	--	---

<p>82:11, 82:16, 97:10, 98:21</p> <p>COMMISSIONER [42] - 1:11, 6:6, 6:8, 6:12, 26:14, 28:6, 28:15, 30:6, 32:16, 32:22, 36:15, 36:18, 36:22, 43:10, 43:13, 73:7, 74:6, 74:11, 75:2, 75:6, 75:22, 76:3, 76:13, 76:18, 77:3, 77:8, 78:11, 79:10, 79:19, 79:24, 80:7, 80:12, 80:23, 81:13, 82:2, 82:10, 85:6, 85:8, 85:12, 98:22, 99:20, 99:25</p> <p>Commissioners [4] - 26:10, 28:3, 60:10, 99:15</p> <p>commitment [3] - 49:1, 49:12, 80:16</p> <p>common [1] - 24:13</p> <p>communicate [1] - 43:5</p> <p>communication [2] - 72:21, 94:15</p> <p>communications [7] - 5:25, 22:7, 34:21, 69:3, 90:3, 93:24, 94:2</p> <p>COMMUNICATIONS [1] - 1:4</p> <p>Communications [13] - 1:16, 1:17, 3:2, 13:16, 15:12, 15:21, 21:18, 30:23, 31:3, 31:16, 42:24, 43:25, 55:6</p> <p>companies [9] - 23:1, 24:13, 44:1, 44:21, 44:23, 47:20, 52:16, 60:1, 65:1</p> <p>COMPANY [1] - 1:4</p> <p>company [25] - 3:3, 8:11, 19:16, 22:20, 22:23, 29:20, 41:12, 42:14, 45:18, 45:25, 47:1, 47:15, 47:16, 47:17, 49:16, 51:14, 54:1, 62:5, 65:17, 67:5, 67:22, 76:11, 76:17, 80:21</p> <p>compelled [1] - 26:10</p> <p>competition [1] - 45:4</p> <p>competitors [1] - 42:5</p> <p>Complaint [46] - 3:2, 13:2, 13:6, 15:12, 17:2, 26:23, 27:1, 27:2, 27:8, 27:10,</p>	<p>27:15, 27:19, 27:24, 31:18, 33:2, 33:8, 62:21, 62:25, 63:8, 63:14, 63:17, 63:20, 64:3, 64:5, 64:13, 64:22, 65:12, 65:13, 70:7, 70:9, 70:15, 70:17, 70:20, 71:2, 71:5, 71:8, 71:15, 71:17, 71:19, 72:3, 73:11, 75:1, 77:16, 86:25, 97:13</p> <p>complaint [1] - 53:20</p> <p>COMPLAINT [1] - 1:4</p> <p>completed [1] - 64:20</p> <p>complex [5] - 58:2, 60:13, 60:14, 69:15, 86:6</p> <p>compliance [1] - 51:12</p> <p>complicated [1] - 37:7</p> <p>complies [4] - 53:8, 53:9, 53:10, 66:24</p> <p>comply [3] - 53:11, 59:14, 64:10</p> <p>comport [1] - 63:19</p> <p>concerned [1] - 26:18</p> <p>concession [2] - 18:17, 98:13</p> <p>conclude [9] - 5:9, 6:3, 11:13, 12:20, 19:18, 20:25, 23:11, 24:4, 101:2</p> <p>concluded [5] - 10:25, 20:23, 99:16, 101:3, 101:4</p> <p>concludes [1] - 98:17</p> <p>concluding [1] - 21:2</p> <p>conclusion [2] - 17:18, 33:18</p> <p>conditions [3] - 3:17, 30:1, 31:5</p> <p>conduct [2] - 10:15, 33:21</p> <p>conference [4] - 14:10, 29:19, 31:13, 45:4</p> <p>Conferencing [54] - 8:14, 14:5, 14:8, 15:4, 19:23, 28:10, 28:22, 29:1, 29:6, 29:10, 29:14, 36:25, 41:10, 41:11, 41:12, 41:15, 41:22, 42:1, 42:2, 42:8, 42:12, 42:13, 47:9, 47:11, 47:13, 47:23, 47:24, 48:6, 48:10, 48:12, 48:18, 48:19, 49:8, 49:17, 49:21, 49:22,</p>	<p>50:3, 50:6, 50:11, 50:17, 53:6, 53:22, 56:8, 58:7, 62:11, 73:19, 75:4, 76:1, 79:25, 80:16, 90:21, 91:1, 92:10, 92:17</p> <p>conferencing [7] - 41:12, 42:7, 47:14, 48:17, 80:10, 90:15, 90:18</p> <p>Conferencing's [2] - 42:6, 48:2</p> <p>confidential [3] - 3:22, 34:14, 91:12</p> <p>confused [1] - 83:2</p> <p>confusing [1] - 50:21</p> <p>confusion [1] - 77:11</p> <p>Congress [10] - 16:24, 18:4, 21:15, 22:3, 22:5, 22:11, 24:25, 29:25, 41:17, 66:18</p> <p>Congressional [3] - 23:25, 24:17, 47:21</p> <p>connect [1] - 78:13</p> <p>Connect [1] - 5:13</p> <p>connection [5] - 30:8, 30:19, 30:21, 32:13, 99:1</p> <p>connects [1] - 96:23</p> <p>consequences [1] - 88:6</p> <p>consequently [1] - 13:1</p> <p>consider [3] - 6:24, 7:1, 94:18</p> <p>consideration [1] - 88:19</p> <p>considered [3] - 42:18, 42:21, 95:4</p> <p>consistent [1] - 21:14</p> <p>constraints [1] - 94:7</p> <p>consumers [3] - 25:2, 25:4</p> <p>contending [2] - 34:3, 83:3</p> <p>contends [1] - 82:23</p> <p>contention [3] - 71:9, 72:6, 78:20</p> <p>context [1] - 96:1</p> <p>Continuance [1] - 6:4</p> <p>continuance [7] - 3:6, 3:10, 4:2, 4:13, 5:6, 6:24, 39:12</p> <p>continue [10] - 5:7, 43:21, 44:14, 48:15, 51:7, 52:15, 52:21, 72:16, 89:12, 89:13</p> <p>continued [2] - 89:7, 96:7</p> <p>continuing [1] - 44:12</p>	<p>contract [4] - 10:8, 10:9, 33:11, 55:8</p> <p>Contractors [1] - 23:24</p> <p>contracts [2] - 9:23, 51:22</p> <p>contrary [2] - 16:10, 90:25</p> <p>control [2] - 20:3, 24:12</p> <p>controlled [2] - 19:25, 34:20</p> <p>controversy [1] - 12:7</p> <p>contumacious [1] - 10:15</p> <p>convenience [2] - 15:6, 31:9</p> <p>conversations [1] - 92:9</p> <p>conversely [1] - 21:8</p> <p>conveyed [1] - 42:7</p> <p>cooperative [1] - 90:4</p> <p>copy [1] - 34:11</p> <p>Corporation [15] - 8:14, 14:5, 14:8, 15:4, 19:23, 28:22, 29:1, 29:6, 29:11, 29:14, 36:25, 41:10, 47:9, 47:23, 56:8</p> <p>corporation [3] - 55:4, 92:20, 92:21</p> <p>corporations [1] - 41:16</p> <p>correct [13] - 27:11, 28:1, 43:16, 68:14, 73:16, 76:8, 76:10, 76:15, 77:3, 77:5, 80:3, 85:11, 102:12</p> <p>counsel [1] - 4:16, 6:16, 37:13, 37:14, 38:12, 38:21, 78:4, 88:13, 90:10, 90:25, 95:21</p> <p>counsel's [1] - 40:18</p> <p>counterclaim [1] - 33:12</p> <p>counterclaims [1] - 13:15</p> <p>countries [4] - 41:14, 41:15, 47:15, 56:9</p> <p>country [2] - 61:25, 96:2</p> <p>COUNTY [1] - 102:3</p> <p>couple [16] - 9:20, 15:2, 19:7, 20:11, 23:16, 24:4, 26:17, 27:11, 28:6, 30:22, 37:6, 46:8, 46:15, 58:25, 82:19, 97:14</p> <p>course [11] - 3:24,</p>	<p>4:19, 4:23, 35:16, 39:13, 45:7, 49:4, 52:5, 81:10, 83:17</p> <p>Court [37] - 9:18, 9:21, 11:17, 11:23, 12:1, 12:2, 12:3, 12:9, 12:10, 12:21, 13:15, 13:20, 17:5, 17:13, 18:22, 20:13, 20:18, 21:21, 22:3, 22:18, 22:24, 23:7, 23:20, 23:25, 24:7, 25:9, 31:18, 33:12, 45:20, 57:24, 58:24, 61:6, 61:9, 70:23, 72:1, 73:24</p> <p>court [9] - 3:15, 10:7, 24:16, 36:1, 43:4, 63:24, 69:14, 69:21, 74:3</p> <p>Court's [1] - 75:20</p> <p>court's [1] - 89:24</p> <p>courtesy [1] - 73:1</p> <p>courts [1] - 11:5</p> <p>Courts [1] - 19:7</p> <p>covers [2] - 90:4, 90:5</p> <p>Creek [14] - 18:10, 21:5, 21:9, 35:16, 36:19, 44:22, 45:5, 45:19, 46:2, 48:23, 49:6, 56:11, 57:20, 80:1</p> <p>Creek's [1] - 50:15</p> <p>Cremer [5] - 1:13, 4:15, 88:15, 99:4, 99:5</p> <p>CREMER [2] - 6:22, 99:5</p> <p>crime [1] - 44:16</p> <p>Crow [15] - 18:10, 21:5, 21:9, 35:16, 36:19, 44:22, 45:5, 45:19, 46:2, 48:23, 49:6, 50:15, 56:11, 57:20, 80:1</p> <p>CRR [1] - 1:24</p> <p>crucial [3] - 24:11, 25:9, 33:14</p> <p>curious [2] - 68:17, 70:4</p> <p>cursor [1] - 42:10</p> <p>customers [11] - 46:2, 46:4, 46:5, 52:14, 52:18, 52:22, 52:25, 79:11, 79:18, 89:16, 89:17</p> <p>cut [1] - 13:12</p>
---	---	---	---	--

D	<p>60:23, 61:3, 61:11, 61:23, 64:9, 64:10, 64:19, 66:8, 69:13, 69:22, 74:3, 74:14, 74:15, 74:23, 75:12, 75:20, 77:7, 92:25, 95:1, 95:5</p> <p>decision-making [1] - 92:25</p> <p>decisions [3] - 64:4, 70:20, 73:23</p> <p>declaration [4] - 21:6, 66:3, 72:4, 92:6</p> <p>declarations [1] - 9:1</p> <p>declaratory [8] - 7:21, 10:12, 10:23, 34:8, 65:14, 87:3, 87:9, 87:16</p> <p>declare [1] - 16:12</p> <p>declaring [2] - 74:12, 74:17</p> <p>deed [1] - 89:22</p> <p>deem [1] - 99:15</p> <p>deemed [2] - 5:6, 5:10</p> <p>defeated [3] - 42:20, 42:23, 44:8</p> <p>Defendant [2] - 12:11, 14:24</p> <p>defendants [2] - 15:13, 15:23</p> <p>deference [3] - 13:23, 52:24, 53:2</p> <p>defining [1] - 21:13</p> <p>definitely [1] - 16:11</p> <p>delineating [1] - 18:2</p> <p>democratic [1] - 41:18</p> <p>denial [1] - 98:1</p> <p>denied [4] - 83:1, 83:10, 83:11, 83:22</p> <p>deny [1] - 98:3</p> <p>depreciation [1] - 21:24</p> <p>designed [1] - 42:1</p> <p>despite [1] - 60:25</p> <p>determination [10] - 11:14, 14:16, 15:17, 15:24, 18:24, 31:23, 31:24, 32:3, 32:4, 34:9</p> <p>determine [7] - 23:1, 23:8, 25:15, 32:6, 83:13, 86:8, 96:13</p> <p>determined [4] - 13:7, 31:7, 33:3, 84:11</p> <p>determining [1] - 32:12</p> <p>detrimental [1] - 96:12</p> <p>develop [1] - 10:5</p> <p>developed [1] - 11:5</p> <p>developer [3] - 10:4,</p>	<p>10:6, 10:10</p> <p>Development [2] - 36:5, 36:11</p> <p>development [3] - 41:23, 41:25, 45:6</p> <p>dichotomy [3] - 16:23, 21:15, 22:14</p> <p>difference [2] - 31:22, 81:4</p> <p>different [7] - 11:7, 27:2, 30:17, 38:16, 50:2, 66:11, 84:18</p> <p>differently [1] - 27:4</p> <p>difficult [1] - 35:6</p> <p>direct [1] - 40:14</p> <p>directly [3] - 9:18, 16:3, 19:5</p> <p>director [1] - 36:24</p> <p>disagree [1] - 77:17</p> <p>discharge [1] - 11:24</p> <p>discovery [2] - 29:3, 38:16</p> <p>discussion [1] - 33:19</p> <p>discussions [2] - 41:22, 87:13</p> <p>disingenuous [1] - 58:14</p> <p>dismantling [1] - 12:4</p> <p>dismiss [2] - 13:22, 68:13</p> <p>Dismiss [3] - 13:21, 64:1, 69:7</p> <p>dispense [1] - 5:3</p> <p>disposition [1] - 13:17</p> <p>dispositive [2] - 19:11, 90:13</p> <p>dispute [6] - 9:1, 9:8, 10:13, 83:22, 97:22, 98:4</p> <p>disputed [3] - 8:8, 46:1, 97:22</p> <p>disputes [1] - 84:1</p> <p>distance [1] - 28:9</p> <p>distinction [2] - 33:15, 34:2</p> <p>distinctions [2] - 31:19, 31:21</p> <p>distinguishable [1] - 96:8</p> <p>District [7] - 11:23, 12:2, 13:15, 13:20, 23:20, 31:18, 33:12</p> <p>divest [1] - 13:1</p> <p>dividing [1] - 33:4</p> <p>DO [1] - 102:8</p> <p>docket [19] - 16:5, 25:16, 41:5, 41:8, 42:5, 44:4, 44:7, 45:2, 58:1, 60:5, 60:19, 65:2, 65:16,</p>	<p>81:24, 86:2, 86:9, 91:7, 93:6, 100:8</p> <p>docket's [1] - 74:20</p> <p>dockets [1] - 94:3</p> <p>doctrine [1] - 11:5</p> <p>Doctrine [2] - 11:12, 12:22</p> <p>document [1] - 29:7</p> <p>documents [1] - 4:11</p> <p>dollar [1] - 92:19</p> <p>dollars [2] - 33:13, 90:20</p> <p>done [15] - 39:16, 44:25, 45:20, 46:12, 53:2, 60:12, 62:15, 64:21, 65:25, 68:1, 68:19, 73:4, 74:10, 75:18, 96:24</p> <p>dots [1] - 78:13</p> <p>doubt [1] - 91:2</p> <p>down [9] - 45:5, 45:18, 45:24, 47:1, 48:11, 52:17, 60:24, 61:2, 62:4</p> <p>downstairs [1] - 43:18</p> <p>drafted [1] - 33:8</p> <p>draw [1] - 33:14</p> <p>drawer [1] - 64:16</p> <p>drawing [1] - 77:11</p> <p>dress [1] - 28:21</p> <p>drew [1] - 16:24</p> <p>dually [1] - 38:24</p> <p>ducks [1] - 53:16</p> <p>due [5] - 3:16, 10:1, 33:16, 71:18, 78:24</p> <p>duly [1] - 102:8</p> <p>duly-appointed [1] - 102:8</p> <p>during [3] - 5:18, 44:10, 95:7</p> <p>dust [1] - 64:17</p> <p>dwel [1] - 11:3</p>	<p>educational [1] - 44:16</p> <p>effect [6] - 17:14, 55:8, 76:22, 79:25, 91:25, 98:11</p> <p>Effect [1] - 16:5</p> <p>effectively [1] - 16:7</p> <p>effects [4] - 45:15, 45:16, 76:19, 79:11</p> <p>effort [2] - 38:13, 92:24</p> <p>efforts [5] - 23:15, 23:22, 44:22, 45:2, 45:6</p> <p>egg [1] - 59:13</p> <p>either [3] - 79:4, 88:19, 100:2</p> <p>eligible [1] - 67:2</p> <p>eliminate [1] - 28:20</p> <p>elsewhere [6] - 48:4, 48:20, 49:14, 80:9, 80:11, 80:19</p> <p>emergency [1] - 46:6</p> <p>employees [1] - 97:25</p> <p>employment [1] - 42:3</p> <p>encompassed [2] - 27:14, 97:12</p> <p>encompasses [1] - 87:2</p> <p>encompassing [8] - 56:2, 56:21, 57:1, 57:3, 57:11, 66:3, 67:25, 87:7</p> <p>encourage [1] - 54:4</p> <p>end [2] - 52:13, 52:15</p> <p>enforce [1] - 10:9</p> <p>enforcement [3] - 15:8, 23:4, 33:10</p> <p>engage [1] - 44:1</p> <p>engaged [2] - 28:9, 96:6</p> <p>enhance [1] - 44:19</p> <p>enhancing [1] - 38:18</p> <p>enjoy [1] - 7:14</p> <p>enjoyed [1] - 44:11</p> <p>ensured [1] - 25:2</p> <p>enter [2] - 57:3, 58:17</p> <p>entered [1] - 67:19</p> <p>entice [1] - 42:1</p> <p>entire [2] - 40:13, 70:5</p> <p>entities [1] - 96:21</p> <p>entitled [5] - 2:2, 19:12, 19:18, 98:15, 102:10</p> <p>entity [14] - 8:14, 14:5, 14:7, 14:9, 18:9, 18:23, 18:25, 19:12, 19:24, 23:9, 34:20, 83:18, 95:24, 98:15</p> <p>entity's [1] - 19:11</p>	5
E			<p>e-mail [1] - 88:14</p> <p>e-mails [2] - 46:16, 94:2</p> <p>Earth [2] - 11:18, 33:20</p> <p>easily [2] - 49:13, 53:2</p> <p>east [1] - 55:22</p> <p>East [1] - 2:3</p> <p>economic [3] - 41:23, 41:25, 79:15</p> <p>Economic [2] - 36:5, 36:10</p> <p>economy [1] - 7:19</p> <p>ed [1] - 18:8</p>		

<p>entry [2] - 56:18, 56:24 enunciated [2] - 9:2, 32:5 environmental [2] - 11:18, 33:20 equipment [1] - 21:25 equities [1] - 90:2 errors [1] - 27:12 essentially [3] - 33:24, 76:7, 76:14 establish [4] - 9:11, 12:22, 13:25, 25:23 established [4] - 12:11, 12:21, 90:13, 96:11 ETC [2] - 67:3, 67:6 events [1] - 42:1 eventually [2] - 60:3, 61:14 evidence [11] - 28:16, 37:21, 90:11, 93:22, 93:23, 94:21, 94:22, 95:7, 95:10, 95:13, 95:16 evident [1] - 32:4 evidentiary [1] - 94:12 exact [2] - 50:22, 51:25 exactly [2] - 59:4, 65:3 example [5] - 9:14, 19:21, 32:25, 63:2, 97:18 excellent [1] - 42:3 exceptions [1] - 23:16 exchange [20] - 8:13, 8:22, 14:4, 14:7, 17:11, 20:16, 29:1, 29:5, 29:9, 29:13, 75:3, 75:8, 75:25, 87:14, 89:7, 89:14, 89:20, 96:18, 96:20, 96:24 exchanges [1] - 24:19 Excuse [1] - 43:11 excuse [8] - 3:12, 23:24, 37:17, 44:6, 77:10, 77:20, 100:11 exercise [1] - 13:5 exist [1] - 91:16 exists [1] - 82:24 expand [2] - 42:2, 42:9 expansion [2] - 41:24, 42:6 expectation [1] - 94:7 extend [1] - 100:9 extensive [2] - 24:10, 24:17 extent [2] - 24:14,</p>	<p>91:7 extinguishes [1] - 55:7 eye [1] - 59:22</p> <hr/> <p style="text-align: center;">F</p> <hr/> <p>face [2] - 44:14, 92:7 faceted [1] - 16:9 facially [1] - 91:23 facilities [2] - 24:10, 25:3 facing [1] - 96:2 fact [39] - 18:17, 33:15, 41:25, 42:13, 45:25, 48:19, 49:25, 50:9, 55:1, 55:2, 60:4, 60:25, 67:16, 68:21, 77:25, 79:15, 79:19, 79:20, 80:12, 80:24, 81:1, 81:4, 83:12, 83:17, 87:17, 88:8, 88:22, 90:11, 90:13, 92:8, 93:8, 94:24, 95:23, 97:23, 98:2, 98:3 factors [1] - 19:20 facts [15] - 8:6, 34:11, 37:10, 76:9, 82:22, 82:23, 83:2, 83:4, 83:9, 83:22, 97:19, 98:6, 98:7, 98:14 factual [5] - 31:19, 31:21, 83:25, 86:7, 97:16 failed [1] - 47:2 failure [1] - 9:11 fair [6] - 4:13, 4:20, 4:25, 39:15, 39:19, 45:9 fairly [2] - 27:14, 97:12 faith [5] - 5:23, 39:9, 88:18, 88:21, 88:22 falling [1] - 43:9 familiar [2] - 8:15, 60:18 far [4] - 77:6, 77:15, 91:25, 93:5 fashion [1] - 27:18 favor [6] - 13:11, 16:7, 34:7, 80:2, 80:13, 80:20 favorably [1] - 19:7 FCC [39] - 14:22, 14:25, 15:23, 16:1, 16:2, 16:23, 20:20, 20:23, 21:23, 21:24, 22:4, 31:12, 31:22, 32:6, 32:10, 32:12,</p>	<p>53:8, 53:14, 53:18, 55:2, 55:15, 56:13, 56:18, 61:6, 61:7, 61:10, 61:11, 61:12, 61:17, 66:17, 66:21, 66:23, 67:1, 67:3, 67:4, 67:5, 91:21, 91:22 FCC's [5] - 20:22, 49:10, 51:4, 51:11, 52:4 federal [20] - 5:24, 11:5, 16:15, 16:24, 17:3, 17:7, 17:19, 17:24, 21:1, 22:7, 22:10, 24:15, 31:2, 32:7, 53:8, 55:9, 55:21, 66:22, 67:21, 69:3 Federal [17] - 13:15, 13:16, 13:20, 15:11, 15:21, 21:17, 23:19, 30:22, 31:3, 31:16, 31:18, 33:12, 42:24, 43:24, 55:6, 61:6, 61:9 fees [3] - 49:6, 52:16, 58:6 few [4] - 28:2, 41:21, 51:15, 52:9 Fiegen [7] - 6:7, 32:20, 43:14, 43:20, 82:8, 82:17, 98:21 FIGEN [12] - 1:11, 6:6, 6:8, 6:12, 32:22, 43:10, 43:13, 82:10, 85:6, 85:8, 85:12, 98:22 fifth [1] - 56:20 fight [1] - 60:2 fighting [5] - 51:1, 51:2, 64:12, 65:4, 65:21 file [6] - 5:19, 39:25, 63:17, 69:23, 83:24, 86:21 FILED [1] - 1:4 filed [17] - 3:2, 5:13, 5:16, 5:22, 14:14, 27:10, 40:21, 43:15, 43:19, 62:21, 68:11, 68:25, 69:7, 69:19, 74:19, 95:4 files [1] - 5:25 filing [9] - 4:10, 5:17, 5:24, 30:9, 40:9, 43:17, 43:18, 86:4, 92:5 filings [5] - 4:21, 4:25, 39:14, 40:2, 45:10</p>	<p>fill [2] - 26:12, 26:15 final [1] - 95:9 finally [11] - 5:21, 8:2, 8:22, 16:10, 18:7, 29:21, 42:17, 56:20, 62:18, 67:18, 92:12 finance [1] - 36:24 finances [1] - 20:1 financial [1] - 49:11 fine [9] - 50:21, 53:20, 60:2, 61:15, 61:16, 65:18, 65:19, 65:20 fingers [1] - 43:8 firm [1] - 7:7 first [23] - 3:9, 6:8, 8:8, 8:25, 10:12, 10:17, 11:2, 17:13, 18:14, 20:12, 27:11, 28:7, 28:12, 35:4, 46:23, 54:16, 73:14, 73:22, 73:25, 87:14, 91:6, 92:4, 93:3 fiscal [1] - 7:18 five [7] - 27:2, 27:24, 40:15, 71:21, 72:2, 72:9, 73:10 flow [1] - 20:1 flush [1] - 33:24 focus [1] - 84:13 focused [1] - 98:12 folks [7] - 35:15, 35:21, 69:1, 79:16, 79:22, 80:22, 85:3 follow [5] - 27:17, 45:13, 61:16, 73:9, 78:11 following [1] - 44:2 follows [2] - 61:17, 88:8 food [1] - 7:15 force [2] - 11:8, 91:24 forefront [1] - 18:1 form [3] - 9:13, 19:11, 48:8 formal [1] - 66:22 formed [2] - 18:24, 19:14 Fort [1] - 28:25 forth [1] - 46:12 forthcoming [1] - 99:24 Fortune [1] - 47:20 forum [1] - 33:25 forward [7] - 4:17, 4:23, 20:6, 26:2, 44:12, 69:2, 99:17 fought [1] - 61:12 foundation [4] - 32:7, 92:8, 93:4, 93:5 founded [1] - 98:2</p>	<p>founders [1] - 34:20 four [7] - 26:24, 27:17, 48:25, 49:5, 71:20, 74:21, 74:25 fourth [2] - 12:1, 33:1 Fourth [1] - 12:6 frame [1] - 5:18 franchise [2] - 9:15, 9:17 franchisee [1] - 9:18 franchisor [1] - 9:15 free [3] - 42:7, 80:10, 90:18 Free [57] - 8:14, 14:5, 14:8, 15:4, 19:23, 28:10, 28:22, 29:1, 29:5, 29:10, 29:13, 36:25, 41:10, 41:11, 41:12, 41:15, 41:22, 42:1, 42:2, 42:5, 42:8, 42:11, 42:13, 47:9, 47:11, 47:13, 47:22, 47:24, 48:2, 48:6, 48:10, 48:12, 48:17, 48:19, 49:8, 49:17, 49:21, 49:22, 50:2, 50:6, 50:11, 50:17, 53:6, 53:22, 56:8, 58:7, 62:11, 73:18, 75:3, 76:1, 79:25, 80:16, 90:15, 90:21, 91:1, 92:10, 92:17 Friday [1] - 88:14 Friends [2] - 11:17, 33:19 front [5] - 52:20, 65:8, 83:5, 83:20, 83:23 full [2] - 4:20, 11:8 function [1] - 25:6 fundamental [1] - 62:4 funds [2] - 20:2, 90:6 further [1] - 25:7 future [3] - 13:13, 13:25, 16:8</p> <hr/> <p style="text-align: center;">G</p> <hr/> <p>game [1] - 92:24 games [1] - 59:18 GARY [1] - 1:10 gel [1] - 30:14 general [2] - 20:12, 24:12 generally [1] - 96:19 generates [2] - 14:6, 47:18 genuine [4] - 82:23, 83:4, 83:16, 83:21</p>
---	--	--	---	---

<p>germane [3] - 29:3, 31:16, 32:14 given [4] - 4:24, 32:4, 37:24, 45:11 gladly [2] - 49:23, 50:10 gosh [1] - 37:7 Government [3] - 24:22, 25:6, 51:22 grand [1] - 46:15 grant [7] - 3:6, 16:7, 22:12, 25:22, 35:19, 76:19, 77:8 granted [7] - 10:23, 23:5, 31:8, 67:25, 69:8, 71:25, 76:4 granting [5] - 60:21, 73:15, 78:14, 80:2, 80:14 grants [4] - 24:9, 54:12, 61:4, 66:3 ground [3] - 92:12, 98:8 groundbreaking [2] - 58:18, 87:5 grounds [1] - 91:13 grow [1] - 52:23 guess [7] - 3:22, 33:4, 37:23, 37:25, 40:4, 99:23, 100:21 guessing [1] - 56:10 guests [1] - 35:20 guidelines [5] - 43:25, 44:3, 51:11, 51:13, 61:18 guy [1] - 42:12</p>	<p>71:11, 71:16, 71:21, 72:2, 72:5, 72:9, 72:13, 72:15, 73:2, 73:20, 77:20, 78:8, 78:22, 79:7, 79:9, 82:3, 82:16, 85:2, 85:7, 85:11, 85:14, 85:18, 86:11, 86:17, 87:22, 93:2, 93:17, 94:10, 94:21, 95:1, 95:6, 98:19, 98:23, 99:10, 99:14, 99:23, 100:7, 100:14, 100:18, 100:21, 100:25 Hanson [6] - 43:10, 46:14, 62:18, 77:12, 82:10, 97:10 Hanson's [1] - 73:9 happy [2] - 68:4, 83:24 hate [1] - 43:22 head [1] - 63:12 health [2] - 19:3, 44:16 hear [11] - 3:7, 3:9, 6:8, 6:9, 7:2, 30:12, 30:13, 34:24, 37:20, 85:19, 89:9 heard [4] - 52:11, 72:17, 89:5, 98:10 hearing [17] - 3:7, 3:11, 4:2, 5:7, 5:14, 33:3, 33:22, 37:20, 38:12, 38:15, 39:1, 85:10, 87:23, 94:13, 99:16, 101:3, 101:4 hearings [1] - 5:16 hearsay [1] - 92:11 heart [1] - 24:24 held [7] - 2:2, 9:16, 9:21, 10:7, 41:11, 47:14, 55:6 help [6] - 26:15, 26:22, 30:18, 48:8, 51:14, 62:6 helpful [2] - 30:7, 32:17 HEREBY [1] - 102:8 high [2] - 12:23, 44:16 higher [2] - 51:25, 80:11 himself [1] - 76:14 hired [1] - 10:4 history [2] - 42:11, 45:6 hit [1] - 63:6 hold [2] - 19:1, 19:10 holding [1] - 13:11 holds [1] - 17:18 Holoubek [7] - 36:23,</p>	<p>68:15, 73:18, 78:5, 78:14, 79:1, 79:5 home [2] - 7:12, 53:19 hopefully [2] - 4:7, 78:13 hopes [1] - 14:11 host [1] - 28:24 House [2] - 42:18, 42:20 humanly [1] - 35:17 hundred [1] - 5:15 hypothetical [4] - 28:7, 28:14, 28:20, 29:18</p>	<p>86:23, 88:10 improper [2] - 24:21, 97:7 IN [1] - 1:4 inadequate [1] - 44:15 Inaudible [4] - 5:5, 35:24, 100:17, 100:20 incinerator [1] - 11:21 include [1] - 29:10 including [6] - 41:17, 44:15, 48:5, 83:17, 91:23, 93:10 income [1] - 90:8 incorporation [1] - 18:23 incorrect [1] - 96:25 incredibly [2] - 60:25, 66:15 indeed [1] - 98:14 Indian [9] - 16:15, 17:3, 17:9, 18:3, 18:8, 25:5, 36:9, 44:13, 51:22 indicated [6] - 36:18, 64:1, 74:18, 78:15, 79:10, 79:24 individual [2] - 19:2, 63:6 individually [1] - 19:4 individuals [1] - 35:13 industry [4] - 26:1, 45:4, 51:18, 58:18 inequalities [1] - 44:17 influence [1] - 92:24 inform [1] - 93:11 information [8] - 3:22, 68:5, 72:17, 93:25, 94:1, 95:12, 99:18, 99:22 informed [1] - 72:23 infrastructure [1] - 17:20 infringement [1] - 24:21 initial [2] - 26:24, 77:15 initiated [1] - 12:16 initiatives [3] - 17:7, 17:17, 17:20 injured [4] - 63:5, 63:9 injuries [1] - 63:12 installations [1] - 41:14 instead [2] - 10:14, 78:6 insurance [1] - 23:20 integrity [1] - 88:23 intend [1] - 72:16</p>	<p>intensive [1] - 51:18 Interconnection [1] - 67:19 interest [5] - 14:15, 20:8, 20:23, 21:12, 78:9 interesting [5] - 22:16, 47:2, 49:19, 50:9, 55:1 interests [6] - 13:7, 20:17, 20:21, 21:1, 21:5, 23:13 interexchange [10] - 54:10, 54:18, 54:21, 55:14, 56:3, 57:13, 58:13, 58:23, 74:2, 96:19 interfere [4] - 16:22, 17:2, 17:12, 25:8 interim [1] - 36:11 international [6] - 41:14, 56:7, 56:10, 56:13, 57:5, 84:20 internet [15] - 2:1, 3:18, 3:23, 46:5, 46:11, 56:16, 76:20, 76:23, 77:4, 77:5, 78:20, 79:12, 82:13, 89:15, 102:10 Internet [1] - 1:7 interstate [13] - 16:20, 21:17, 22:5, 28:9, 54:18, 54:21, 54:25, 55:14, 56:3, 57:4, 57:14, 57:23, 58:6 Intervener [1] - 14:13 Interveners [5] - 45:13, 72:18, 85:15, 85:19 intrastate [29] - 7:25, 8:1, 8:4, 8:21, 10:20, 12:18, 16:12, 17:23, 21:3, 21:7, 22:6, 24:10, 25:25, 29:22, 34:1, 54:9, 54:24, 57:4, 57:13, 57:15, 57:25, 58:13, 58:22, 59:6, 64:8, 64:19, 74:4, 75:13, 88:5 introduce [1] - 35:14 introduction [1] - 35:20 invalid [2] - 23:16, 23:22 invited [1] - 42:1 invoice [1] - 7:24 invoices [10] - 8:1, 9:7, 9:12, 13:14, 13:18, 33:10, 33:17, 33:23, 33:24, 34:1</p>
H		I		
<p>half [1] - 47:18 hand [5] - 16:15, 21:16, 21:18, 59:23, 92:13 handle [1] - 3:23 hands [2] - 20:2, 43:9 HANSON [82] - 1:10, 3:1, 3:25, 5:1, 6:7, 6:10, 6:13, 6:23, 7:16, 26:5, 26:17, 27:23, 28:2, 32:19, 32:23, 34:24, 35:25, 36:7, 36:13, 36:17, 37:12, 38:4, 38:10, 38:23, 39:4, 40:10, 40:17, 43:1, 43:4, 43:8, 43:11, 43:22, 45:11, 68:8, 68:17, 68:20, 69:10, 69:17, 69:25, 70:3, 71:7,</p>		<p>identify [1] - 3:20 idle [1] - 13:5 ignore [2] - 65:13, 66:8 ignored [1] - 31:9 ILEC [4] - 79:13, 79:14, 79:20, 90:3 illegal [3] - 10:15, 33:21, 89:25 imagine [1] - 43:8 immediately [4] - 5:4, 59:1, 64:9, 69:14 immensely [1] - 52:23 immunity [5] - 18:10, 18:25, 19:13, 19:19, 98:16 impact [5] - 54:21, 56:7, 61:5, 77:4, 86:9 impacts [8] - 54:18, 55:14, 55:18, 56:3, 56:4, 56:15, 56:22, 57:4 impede [4] - 17:11, 20:17, 20:22, 21:4 implement [1] - 14:18 implemented [1] - 21:15 implicated [1] - 17:17 implication [2] - 46:10, 93:11 implications [10] - 24:6, 25:15, 45:22, 46:9, 47:8, 47:22, 48:10, 61:21, 65:10, 95:20 implicit [1] - 92:22 important [15] - 13:6, 18:1, 21:11, 21:12, 23:9, 24:23, 25:6, 34:2, 54:7, 58:10, 61:19, 66:16, 68:6,</p>		

<p>invoicing [2] - 30:25, 31:13</p> <p>involved [5] - 13:21, 28:16, 66:16, 89:1, 90:20</p> <p>involving [2] - 23:20, 25:17</p> <p>ironic [1] - 55:11</p> <p>irrelevant [3] - 15:25, 91:6, 92:12</p> <p>issue [40] - 4:7, 9:15, 10:24, 16:4, 17:21, 20:20, 21:23, 29:15, 33:2, 33:5, 33:7, 33:9, 38:6, 38:9, 39:22, 40:11, 44:8, 52:7, 57:9, 57:11, 57:23, 58:20, 64:6, 69:16, 70:21, 71:4, 82:24, 83:4, 84:8, 84:10, 84:14, 84:16, 86:3, 89:19, 90:13, 91:16, 91:19, 96:2, 96:5, 98:11</p> <p>issued [1] - 11:22</p> <p>issues [26] - 4:17, 7:11, 25:19, 27:13, 27:21, 33:1, 35:7, 35:8, 35:11, 60:15, 63:23, 66:16, 70:21, 70:22, 71:24, 73:10, 73:14, 74:1, 74:25, 83:14, 83:16, 83:21, 86:1, 86:6, 86:7, 92:13</p> <p>issuing [3] - 11:6, 74:7, 76:8</p> <p>item [1] - 3:1</p> <p>items [11] - 26:23, 26:24, 27:3, 27:4, 27:6, 27:24, 40:15, 62:23, 70:10, 72:2, 72:9</p> <p>itself [3] - 5:12, 76:8, 86:25</p> <p>IXC [1] - 89:19</p> <p>IXCs [5] - 16:8, 30:25, 53:19, 91:23, 96:2</p>	<p>joint [1] - 19:22</p> <p>Judge [1] - 31:17</p> <p>judged [1] - 11:13</p> <p>judgment [23] - 7:21, 10:13, 20:4, 20:5, 40:14, 40:22, 62:24, 65:14, 70:10, 71:12, 73:15, 74:7, 77:9, 78:15, 81:21, 82:25, 87:4, 94:19, 95:2, 95:4, 95:8, 95:9</p> <p>Judgment [10] - 3:8, 7:3, 26:25, 33:5, 39:2, 80:3, 80:14, 86:22, 94:12, 99:8</p> <p>junction [9] - 4:1, 26:11, 27:7, 27:25, 38:25, 82:9, 95:7, 99:3, 101:1</p> <p>jurisdiction [19] - 13:2, 16:23, 17:10, 24:9, 29:14, 30:4, 56:12, 57:18, 57:25, 59:6, 64:7, 64:24, 66:19, 67:1, 74:4, 74:13, 75:15, 84:19, 88:7</p> <p>jurisdictional [13] - 54:9, 58:25, 60:13, 60:15, 64:4, 66:7, 69:12, 69:15, 70:21, 70:22, 71:24, 74:16, 86:7</p>	<p>40:7, 66:17, 78:8, 87:24, 93:8, 93:20, 95:18, 100:11</p> <p>KNUDSON [22] - 5:5, 7:6, 7:18, 27:9, 28:1, 28:12, 28:19, 30:21, 33:7, 34:6, 34:12, 34:15, 34:18, 38:8, 38:11, 78:2, 87:25, 95:19, 100:12, 100:16, 100:20, 100:24</p> <p>Knudson's [1] - 37:24</p> <p>Kristie [1] - 43:13</p> <p>KRISTIE [1] - 1:11</p>	<p>39:21, 39:24, 42:10, 92:5, 96:9</p> <p>leave [1] - 7:17</p> <p>led [1] - 59:11</p> <p>Lederman [8] - 39:17, 39:18, 41:1, 41:6, 47:11, 62:9, 92:2, 92:7</p> <p>Lederman's [6] - 39:24, 40:5, 40:6, 40:24, 41:20, 47:19</p> <p>leeway [2] - 40:8, 94:14</p> <p>left [1] - 97:17</p> <p>leg [1] - 63:12</p> <p>legal [8] - 16:5, 36:24, 51:16, 71:4, 76:22, 79:7, 89:9, 89:20</p> <p>legislative [1] - 24:17</p> <p>Legislature [2] - 42:17, 42:21</p> <p>legislature [8] - 9:2, 13:7, 32:5, 44:8, 44:10, 89:1, 89:11, 89:24</p> <p>legitimately [2] - 96:7</p> <p>less [3] - 49:9, 50:18, 52:2</p> <p>letter [9] - 39:16, 39:24, 40:5, 40:6, 41:5, 47:11, 47:19, 92:2, 92:16</p> <p>letters [2] - 62:8, 94:1</p> <p>level [2] - 21:1, 53:18</p> <p>liability [2] - 8:10, 19:16</p> <p>library [3] - 46:11, 76:21, 89:15</p> <p>light [1] - 45:9</p> <p>limitations [1] - 31:10</p> <p>limited [3] - 8:10, 19:16, 54:8</p> <p>line [3] - 10:5, 35:2, 100:6</p> <p>liquor [1] - 9:20</p> <p>listen [1] - 87:23</p> <p>listening [5] - 3:17, 35:2, 37:5, 81:20, 95:8</p> <p>lists [1] - 29:8</p> <p>litany [1] - 17:7</p> <p>litigation [3] - 91:3, 96:6, 97:21</p> <p>live [5] - 33:7, 33:8, 33:13, 38:15, 50:7</p> <p>LLC [3] - 1:5, 19:16, 85:24</p> <p>local [29] - 7:19, 8:13, 8:22, 14:4, 14:6, 28:25, 29:5, 29:8,</p>	<p>29:13, 29:23, 31:1, 41:25, 55:18, 55:24, 56:5, 57:5, 57:14, 67:10, 75:3, 75:8, 75:25, 87:13, 89:7, 89:14, 89:20, 96:18, 96:20, 96:22, 96:23</p> <p>located [1] - 29:24</p> <p>location [1] - 49:7</p> <p>look [26] - 17:4, 19:20, 22:9, 23:11, 23:23, 30:16, 39:9, 40:24, 44:12, 45:22, 54:19, 61:20, 62:12, 62:17, 65:2, 66:4, 66:5, 67:24, 78:22, 83:7, 83:8, 83:19, 92:15, 92:16, 99:17</p> <p>looked [2] - 14:25, 31:3</p> <p>looking [6] - 20:4, 27:7, 34:13, 40:13, 40:18, 82:21</p> <p>looks [1] - 37:17</p> <p>lose [7] - 46:3, 46:4, 46:6, 48:23, 79:11, 89:1, 89:16</p> <p>loses [4] - 46:11, 46:13, 46:22</p> <p>losing [6] - 76:20, 79:25, 80:5, 82:12, 90:25, 91:1</p> <p>lost [2] - 87:12, 98:25</p> <p>Louisiana [2] - 21:22, 21:25</p> <p>loved [1] - 46:17</p> <p>low [1] - 90:8</p> <p>lower [3] - 50:23, 54:5, 90:8</p> <p>LP [2] - 1:4, 3:3</p> <p>Lyle [2] - 35:23, 36:3</p>
<p style="text-align: center;">J</p> <p>JACK [3] - 35:23, 36:3, 36:21</p> <p>Jack [4] - 35:23, 36:2, 36:3, 36:18</p> <p>Jeff [1] - 36:23</p> <p>job [2] - 41:1, 96:25</p> <p>Joe [1] - 36:9</p> <p>joined [1] - 87:8</p>	<p style="text-align: center;">K</p> <p>Karen [3] - 1:13, 88:15, 99:5</p> <p>keep [11] - 51:8, 52:8, 53:4, 58:11, 59:22, 61:14, 68:10, 68:22, 89:18, 91:14, 94:4</p> <p>keeping [1] - 69:11</p> <p>key [3] - 8:7, 28:3, 58:20</p> <p>kind [7] - 4:18, 11:21, 29:23, 47:10, 91:16, 92:23, 92:24</p> <p>kinds [2] - 29:8, 89:25</p> <p>knowing [2] - 26:2, 53:13</p> <p>knowledge [1] - 6:1</p> <p>known [1] - 39:9</p> <p>knows [7] - 22:12, 46:14, 52:4, 53:7, 79:6, 91:10, 93:4</p> <p>Knudson [16] - 1:16, 6:10, 7:5, 7:6, 26:22, 37:5, 37:8, 37:18,</p>	<p style="text-align: center;">L</p> <p>lack [1] - 52:5</p> <p>lacks [2] - 74:13, 92:8</p> <p>laid [1] - 28:17</p> <p>Laidlaw [5] - 11:18, 11:20, 11:23, 12:3, 33:20</p> <p>lapse [1] - 9:16</p> <p>large [1] - 59:25</p> <p>largest [3] - 41:11, 44:20, 47:14</p> <p>last [12] - 4:9, 4:12, 39:7, 39:11, 40:1, 45:10, 73:10, 73:11, 75:12, 81:15, 88:18, 100:19</p> <p>last-minute [2] - 45:10, 88:18</p> <p>late [6] - 4:9, 4:25, 39:7, 40:9, 72:20, 94:25</p> <p>Law [1] - 59:14</p> <p>law [23] - 8:18, 8:24, 9:22, 9:24, 11:11, 13:12, 15:18, 15:19, 16:16, 17:8, 17:24, 18:8, 24:15, 31:2, 31:4, 31:24, 32:7, 55:8, 58:2, 88:4, 89:10, 89:23, 98:14</p> <p>lawful [3] - 57:19, 88:7, 96:10</p> <p>laws [4] - 8:9, 18:23, 19:11, 19:15</p> <p>lawsuit [5] - 61:8, 63:6, 63:9, 63:10, 63:11</p> <p>lawyering [1] - 45:21</p> <p>leaders [1] - 41:23</p> <p>learning [3] - 46:14, 46:19, 76:21</p> <p>least [6] - 37:19,</p>	<p>leg [1] - 63:12</p> <p>legal [8] - 16:5, 36:24, 51:16, 71:4, 76:22, 79:7, 89:9, 89:20</p> <p>legislative [1] - 24:17</p> <p>Legislature [2] - 42:17, 42:21</p> <p>legislature [8] - 9:2, 13:7, 32:5, 44:8, 44:10, 89:1, 89:11, 89:24</p> <p>legitimately [2] - 96:7</p> <p>less [3] - 49:9, 50:18, 52:2</p> <p>letter [9] - 39:16, 39:24, 40:5, 40:6, 41:5, 47:11, 47:19, 92:2, 92:16</p> <p>letters [2] - 62:8, 94:1</p> <p>level [2] - 21:1, 53:18</p> <p>liability [2] - 8:10, 19:16</p> <p>library [3] - 46:11, 76:21, 89:15</p> <p>light [1] - 45:9</p> <p>limitations [1] - 31:10</p> <p>limited [3] - 8:10, 19:16, 54:8</p> <p>line [3] - 10:5, 35:2, 100:6</p> <p>liquor [1] - 9:20</p> <p>listen [1] - 87:23</p> <p>listening [5] - 3:17, 35:2, 37:5, 81:20, 95:8</p> <p>lists [1] - 29:8</p> <p>litany [1] - 17:7</p> <p>litigation [3] - 91:3, 96:6, 97:21</p> <p>live [5] - 33:7, 33:8, 33:13, 38:15, 50:7</p> <p>LLC [3] - 1:5, 19:16, 85:24</p> <p>local [29] - 7:19, 8:13, 8:22, 14:4, 14:6, 28:25, 29:5, 29:8,</p>	<p style="text-align: center;">M</p> <p>mail [1] - 88:14</p> <p>mails [2] - 46:16, 94:2</p> <p>major [2] - 41:16, 96:4</p> <p>Majority [4] - 39:17, 93:4, 93:10, 93:15</p> <p>majority [1] - 76:7</p> <p>managed [1] - 19:22</p> <p>management [1] - 19:8</p> <p>mandatory [1] - 9:3</p> <p>manufacturing [2] - 22:19, 22:20</p> <p>Margo [3] - 1:17, 85:20, 85:23</p> <p>material [10] - 82:22,</p>

<p>82:23, 83:2, 83:3, 83:9, 83:12, 83:17, 98:3, 98:5, 98:7</p> <p>matter [23] - 2:2, 3:2, 9:24, 10:8, 50:24, 53:21, 54:11, 55:16, 60:22, 62:4, 62:19, 68:21, 77:25, 79:15, 79:21, 79:22, 84:11, 87:20, 88:22, 91:11, 95:5, 96:4, 102:11</p> <p>MATTER [1] - 1:4</p> <p>matters [2] - 58:1, 70:16</p> <p>MCCOMSEY [1] - 102:5</p> <p>McComsey [2] - 1:24, 102:19</p> <p>mean [10] - 19:4, 31:12, 45:19, 45:21, 49:7, 51:12, 54:13, 79:3, 79:4, 91:15</p> <p>meaning [1] - 41:20</p> <p>means [5] - 7:4, 10:20, 12:22, 19:17, 50:16</p> <p>meant [1] - 80:8</p> <p>meet [1] - 12:23</p> <p>meeting [2] - 3:16, 101:3</p> <p>meets [1] - 11:14</p> <p>member [3] - 36:4, 36:6, 36:19</p> <p>members [8] - 8:9, 19:2, 19:15, 19:22, 20:2, 23:15, 23:22, 65:24</p> <p>memorial [1] - 94:4</p> <p>mentioned [2] - 84:20, 84:22</p> <p>mere [1] - 98:1</p> <p>merely [1] - 86:4</p> <p>merits [2] - 6:4, 26:12</p> <p>microphone [3] - 36:2, 37:19, 77:21</p> <p>MidState [4] - 67:18, 90:3, 96:21, 99:6</p> <p>might [6] - 26:15, 28:7, 36:15, 37:16, 73:12, 98:2</p> <p>million [2] - 41:13, 47:13</p> <p>mind [3] - 58:11, 81:16, 81:20</p> <p>mindful [1] - 16:23</p> <p>mine [1] - 28:4</p> <p>minimal [1] - 47:24</p> <p>minted [1] - 18:12</p> <p>minuscule [1] - 48:1</p> <p>minute [8] - 34:12, 39:11, 40:1, 45:10,</p>	<p>50:13, 50:16, 55:25, 88:18</p> <p>minutes [10] - 47:18, 47:23, 47:24, 47:25, 48:4, 48:5, 48:17, 85:5</p> <p>Misdemeanor [1] - 9:5</p> <p>misguided [1] - 45:3</p> <p>misrepresented [1] - 88:12</p> <p>mistake [1] - 37:10</p> <p>mistruths [1] - 42:4</p> <p>mobile [6] - 56:22, 56:23, 57:5, 84:20, 84:22, 84:23</p> <p>model [2] - 28:23, 42:11</p> <p>moment [1] - 31:20</p> <p>money [26] - 33:2, 33:6, 33:10, 33:22, 34:4, 34:8, 46:20, 48:24, 49:6, 49:8, 49:9, 49:14, 51:20, 64:12, 65:25, 70:21, 70:23, 73:12, 74:21, 80:1, 80:5, 80:9, 82:12, 90:21, 90:24, 90:25</p> <p>Montana [3] - 23:12, 23:14, 48:13</p> <p>month [3] - 41:13, 47:13, 47:19</p> <p>months [10] - 12:17, 39:10, 59:17, 64:1, 64:15, 69:20, 69:24, 72:14, 74:19, 75:18</p> <p>moot [5] - 10:21, 11:1, 12:8, 12:11, 33:21</p> <p>mootness [7] - 11:2, 11:13, 11:14, 33:15, 33:18, 63:25, 64:1</p> <p>Mootness [2] - 11:12, 12:22</p> <p>moreover [1] - 9:6</p> <p>morning [8] - 4:4, 4:6, 35:15, 36:3, 36:8, 68:4, 86:15, 92:3</p> <p>mortgage [2] - 9:24, 10:2</p> <p>most [3] - 37:1, 45:5, 50:9</p> <p>Motion [40] - 3:8, 5:6, 5:8, 6:4, 6:5, 7:2, 7:20, 8:5, 8:8, 11:16, 13:6, 13:21, 13:24, 14:14, 17:2, 24:6, 25:23, 26:25, 27:14, 33:4, 39:1, 40:22, 54:8, 57:1, 62:20, 62:24, 63:25, 68:23,</p>	<p>69:7, 76:19, 77:13, 78:15, 80:2, 80:14, 86:21, 92:14, 94:12, 97:12, 99:7</p> <p>move [3] - 6:4, 26:1, 69:2</p> <p>moved [1] - 68:12</p> <p>moves [1] - 20:6</p> <p>moving [2] - 5:2, 100:22</p> <p>MR [86] - 4:4, 5:5, 7:6, 7:18, 27:9, 28:1, 28:12, 28:19, 30:21, 33:7, 34:6, 34:12, 34:15, 34:18, 35:4, 35:23, 36:3, 36:8, 36:21, 37:23, 38:8, 38:11, 39:3, 39:6, 40:16, 40:19, 43:3, 43:7, 43:17, 43:21, 43:24, 45:14, 68:15, 68:18, 68:24, 69:12, 69:19, 70:2, 70:14, 71:10, 71:14, 71:18, 71:23, 72:3, 72:8, 72:11, 72:14, 72:24, 73:17, 73:22, 74:9, 74:12, 75:5, 75:9, 76:2, 76:9, 76:16, 76:25, 77:6, 78:2, 78:24, 79:8, 79:14, 79:21, 80:4, 80:8, 80:15, 81:6, 82:1, 83:5, 83:16, 84:7, 84:24, 86:14, 86:19, 87:25, 93:3, 94:6, 94:16, 94:23, 95:3, 95:19, 100:12, 100:16, 100:20, 100:24</p> <p>MS [19] - 3:14, 6:22, 32:25, 34:3, 34:10, 34:13, 34:16, 34:22, 43:15, 43:18, 82:19, 83:8, 84:2, 84:17, 84:25, 85:22, 99:5, 99:13, 100:2</p> <p>multimillion [1] - 92:19</p> <p>must [3] - 5:10, 18:12, 74:17</p> <p>mute [1] - 98:25</p>	<p>narrow [2] - 21:23, 23:16</p> <p>NAT [151] - 4:13, 4:20, 5:10, 5:17, 5:19, 5:22, 5:25, 6:14, 7:22, 7:24, 8:9, 8:12, 8:16, 9:8, 10:14, 10:18, 10:19, 10:20, 12:15, 12:23, 13:1, 13:11, 13:13, 14:3, 14:6, 15:17, 15:20, 16:11, 16:18, 17:2, 18:9, 18:14, 19:14, 19:18, 19:21, 19:22, 20:4, 28:8, 28:21, 29:5, 29:9, 30:18, 31:18, 31:23, 33:16, 34:19, 34:20, 35:10, 36:6, 36:19, 36:20, 36:21, 38:14, 39:6, 44:2, 44:18, 46:19, 47:24, 48:12, 50:3, 50:7, 50:23, 51:6, 51:12, 51:18, 51:21, 52:1, 52:2, 52:8, 52:13, 52:15, 52:17, 52:19, 52:24, 53:3, 53:6, 53:11, 53:16, 53:22, 54:4, 57:4, 57:9, 57:17, 57:21, 58:21, 59:1, 59:3, 59:7, 59:10, 59:11, 59:20, 59:22, 60:9, 60:11, 60:16, 60:19, 60:24, 60:25, 61:17, 62:11, 64:20, 64:25, 65:19, 65:20, 66:2, 66:7, 67:10, 67:15, 67:19, 69:1, 69:22, 74:17, 75:3, 75:7, 75:15, 75:18, 75:24, 76:5, 76:6, 76:16, 77:5, 78:3, 78:16, 78:18, 79:17, 80:16, 80:25, 81:5, 81:8, 82:23, 83:18, 84:2, 84:22, 88:6, 88:13, 89:6, 89:9, 89:12, 90:22, 90:23, 91:9, 91:15, 95:23, 96:11, 97:9, 98:2, 98:14, 99:18, 100:4, 100:14</p> <p>NAT's [37] - 8:1, 8:22, 9:7, 9:11, 13:14, 13:21, 14:2, 16:14, 33:9, 41:9, 44:3, 44:6, 44:22, 46:7, 47:23, 51:14, 53:7, 54:4, 54:18, 54:21, 56:3, 56:5, 57:19, 58:6, 60:23, 61:7,</p>	<p>66:21, 66:23, 67:11, 67:20, 77:13, 88:19, 91:19, 91:21, 95:21, 95:22, 97:4</p> <p>nation's [1] - 44:20</p> <p>National [1] - 67:11</p> <p>NATIVE [1] - 1:5</p> <p>Native [12] - 1:16, 3:3, 3:6, 3:9, 4:1, 4:5, 34:25, 36:23, 48:9, 48:23, 50:17, 53:25</p> <p>nature [3] - 37:22, 87:2, 89:15</p> <p>Nature's [1] - 9:14</p> <p>nearly [1] - 95:17</p> <p>Nebraska [1] - 48:14</p> <p>necessarily [6] - 11:4, 11:8, 31:20, 73:24, 74:14, 77:18</p> <p>necessary [1] - 19:18</p> <p>necessity [2] - 15:6, 31:9</p> <p>need [19] - 6:14, 6:18, 11:11, 25:19, 26:12, 34:8, 37:18, 53:23, 58:21, 65:9, 66:24, 78:11, 78:23, 81:14, 87:11, 88:11, 95:20, 99:20, 100:1</p> <p>needed [3] - 75:19, 83:13, 89:3</p> <p>needs [3] - 47:1, 72:22, 83:4</p> <p>nefarious [2] - 62:10, 62:11</p> <p>negatively [2] - 21:4, 86:9</p> <p>Nelson [7] - 28:5, 63:3, 73:6, 73:17, 77:23, 82:4, 82:11</p> <p>NELSON [31] - 1:11, 26:14, 28:6, 28:15, 30:6, 32:16, 36:15, 36:18, 36:22, 73:7, 74:6, 74:11, 75:2, 75:6, 75:22, 76:3, 76:13, 76:18, 77:3, 77:8, 78:11, 79:10, 79:19, 79:24, 80:7, 80:12, 80:23, 81:13, 82:2, 99:20, 99:25</p> <p>Network [4] - 1:17, 25:13, 25:18, 85:24</p> <p>never [7] - 39:8, 53:9, 62:24, 63:23, 65:25, 97:8, 97:22</p> <p>new [12] - 43:25, 44:3, 46:13, 49:10, 51:4, 51:13, 53:8, 61:17, 95:7, 95:11, 95:16,</p>
N				
<p>nail [1] - 61:13</p> <p>name [5] - 35:23, 36:3, 36:8, 36:22, 41:21</p> <p>named [1] - 55:11</p> <p>NANPA [1] - 67:9</p>				

<p>100:8 newly [1] - 18:12 next [2] - 30:7, 51:15 nice [1] - 46:16 night [2] - 7:13, 51:6 nobody's [1] - 63:20 none [2] - 44:24, 57:14 nonetheless [3] - 5:19, 7:12, 96:6 nonmembers [3] - 19:25, 23:14, 24:2 nonprofits [1] - 41:19 nontribal [6] - 8:9, 19:15, 19:22, 20:2, 23:15, 23:22 normal [1] - 78:4 North [4] - 19:10, 22:17, 22:24, 67:8 Northern [23] - 5:13, 48:16, 49:20, 49:22, 49:25, 50:4, 50:10, 50:11, 50:14, 50:19, 50:22, 51:24, 52:1, 53:24, 65:18, 80:25, 81:4, 81:7, 81:11, 82:12, 91:5, 91:9, 96:8 NORTHRUP [1] - 85:22 Northrup [3] - 1:17, 85:20, 85:23 nose [4] - 59:3, 60:10, 66:9, 66:11 Notary [2] - 102:7, 102:19 note [6] - 3:14, 14:1, 14:13, 14:20, 18:9, 41:9 noted [1] - 38:24 nothing [12] - 10:15, 16:21, 17:1, 17:15, 46:20, 48:11, 50:5, 60:25, 65:12, 65:15, 77:3, 97:22 notice [1] - 7:10 nuance [1] - 77:18 number [17] - 6:15, 8:6, 9:10, 18:20, 45:17, 45:24, 46:2, 51:14, 55:17, 57:19, 66:21, 72:4, 74:12, 74:17, 74:21, 88:16, 89:6 numbering [2] - 67:8, 67:11 numbers [3] - 67:10, 67:13, 67:15 numerical [1] - 48:21 numerous [1] - 70:6</p>	<p style="text-align: center;">O</p> <p>oath [1] - 92:6 object [5] - 38:13, 70:9, 91:5, 91:12, 93:3 objected [2] - 14:22, 91:23 objection [4] - 6:25, 74:7, 78:7, 93:2 objectionable [1] - 92:11 objectively [1] - 62:12 objectives [2] - 24:25, 25:7 objects [2] - 78:2, 92:3 obligated [2] - 10:1, 88:24 obtain [4] - 51:21, 69:2, 75:24, 90:8 obtaining [1] - 59:12 obviate [1] - 33:25 obviously [7] - 3:9, 30:13, 38:2, 62:2, 84:8, 84:10, 92:10 occasions [1] - 44:9 occurring [1] - 12:25 October [3] - 69:20, 76:3 OF [6] - 1:2, 1:4, 2:1, 102:1, 102:3 offend [1] - 20:7 offended [3] - 20:9, 60:8, 93:14 offer [1] - 97:22 offered [1] - 5:7 offering [2] - 8:20, 24:13 Office [2] - 36:5, 36:10 office [3] - 41:17, 41:20, 41:21 offices [4] - 41:18, 41:25, 47:21 officials [1] - 42:15 Oglala [1] - 36:4 once [2] - 52:8, 69:15 one [39] - 5:9, 7:22, 9:23, 10:3, 12:20, 15:10, 19:8, 19:20, 20:25, 21:16, 21:24, 23:12, 26:10, 27:11, 27:17, 29:4, 32:2, 33:13, 34:2, 37:6, 45:5, 45:17, 45:24, 46:7, 51:14, 53:15, 53:17, 57:19, 59:23, 60:5, 66:14, 66:21, 72:4, 78:16, 82:7,</p>	<p>87:13, 96:23, 97:24, 100:13 ones [2] - 8:7, 68:23 ongoing [1] - 16:8 Onida [1] - 102:14 online [2] - 43:12, 43:14 open [4] - 9:7, 90:19, 94:22, 95:7 opening [2] - 46:15, 95:11 operate [8] - 8:12, 18:19, 31:5, 76:12, 89:12, 89:13, 96:10, 96:14 operated [2] - 31:7, 31:10 operating [5] - 11:20, 12:17, 15:9, 15:18, 31:23 operation [2] - 20:3, 57:20 operations [2] - 14:1, 95:22 opinion [1] - 93:18 opinions [1] - 11:6 opponents [4] - 41:9, 42:12, 44:4, 44:6 opportunities [1] - 42:3 opportunity [20] - 4:11, 4:13, 4:20, 4:25, 7:9, 7:13, 37:3, 37:25, 38:2, 39:21, 40:3, 44:18, 45:8, 45:12, 52:18, 52:23, 79:12, 86:5, 88:1, 97:4 opposed [1] - 50:3 opposing [1] - 70:12 opposition [2] - 73:15, 95:22 oral [1] - 85:10 order [24] - 5:15, 6:16, 10:2, 14:25, 15:23, 27:21, 38:9, 38:24, 49:10, 51:4, 52:4, 53:4, 53:8, 53:12, 53:14, 53:16, 57:3, 58:17, 67:11, 75:8, 77:21, 85:19, 93:16, 93:18 ordered [1] - 13:19 organization [1] - 19:2 organizations [1] - 41:19 organized [2] - 8:9, 27:18 original [1] - 26:23 originally [3] - 4:12,</p>	<p>49:7, 57:21 otherwise [2] - 9:9, 24:15 Otter [3] - 22:17, 22:18, 23:4 ought [1] - 63:15 outcome [1] - 14:15 outside [3] - 7:10, 31:7, 52:22 outside-the-reservation [1] - 52:22 outstanding [2] - 13:19, 33:5 overall [2] - 24:11, 88:9 overwhelmingly [1] - 44:8 own [1] - 90:12 owned [11] - 22:20, 23:2, 45:24, 45:25, 51:17, 54:1, 67:5, 76:7, 76:10, 76:17, 95:24</p> <p style="text-align: center;">P</p> <p>p.m [1] - 101:4 page [2] - 40:25 pages [1] - 5:15 paid [7] - 10:19, 14:11, 33:23, 48:19, 48:20, 49:17, 53:24 papers [1] - 27:14 paragraph [8] - 15:22, 17:16, 24:7, 24:16, 24:23, 24:24, 41:4, 97:18 paramount [1] - 25:25 parked [1] - 28:24 part [15] - 5:9, 19:22, 30:11, 40:6, 48:16, 55:22, 55:23, 56:10, 58:1, 62:16, 90:4, 90:5, 92:3, 92:16, 94:1 particular [9] - 11:11, 14:15, 15:22, 24:3, 55:12, 75:10, 81:24, 83:6, 84:13 parties [6] - 3:19, 14:19, 26:3, 26:9, 35:10, 38:2 parties' [1] - 35:7 partnership [3] - 46:23, 46:24, 48:9 party [5] - 14:16, 26:6, 55:7, 55:11, 100:22 pay [7] - 13:20, 49:23,</p>	<p>50:23, 51:14, 51:18, 100:52:1, 52:2 paying [4] - 50:21, 51:24, 51:25, 81:11 payments [2] - 80:24, 80:25 pays [4] - 49:19, 49:23, 50:10, 50:19 peel [1] - 28:17 penalties [1] - 11:25 pending [4] - 13:22, 18:14, 61:6, 69:23 people [6] - 7:17, 38:17, 52:12, 62:6, 90:7, 90:11 per [1] - 50:13 percent [6] - 34:17, 34:20, 47:25, 48:4, 50:18, 90:17 perfectly [2] - 53:8, 53:9 perfunctory [1] - 59:9 perhaps [1] - 6:14 permission [2] - 35:19, 76:11 permit [2] - 11:22, 11:24 permits [1] - 12:8 permitted [1] - 31:5 perpetrated [1] - 42:4 persisted [1] - 12:16 person [2] - 37:1, 93:9 personal [1] - 88:23 personally [1] - 93:13 perspective [4] - 48:2, 49:2, 50:20, 80:13 pertaining [1] - 94:3 Peterson [1] - 37:17 phone [5] - 45:18, 45:25, 46:3, 50:8, 79:11 phrase [1] - 27:4 physical [1] - 97:20 pick [1] - 63:3 piece [1] - 93:22 pieces [1] - 28:4 Pierre [3] - 2:3, 7:14, 85:23 Pine [3] - 36:9, 36:20, 36:21 place [3] - 16:16, 18:23, 28:24 placed [1] - 93:25 plan [4] - 67:8, 67:12, 91:19, 94:23 plant [1] - 12:4 play [4] - 52:9, 53:4, 92:23, 92:24 played [1] - 59:19 Pleading [1] - 97:25</p>
---	---	---	---	--

<p>pleading [1] - 63:14 Pleadings [2] - 46:12, 62:9 pleased [1] - 4:6 podium [1] - 5:2 point [31] - 5:11, 5:21, 11:2, 15:10, 15:22, 17:16, 18:7, 18:14, 18:19, 22:15, 24:3, 29:3, 29:16, 31:10, 34:4, 38:8, 38:23, 65:7, 77:11, 77:21, 81:22, 82:9, 86:24, 91:14, 91:18, 93:15, 93:17, 93:20, 95:11, 95:17, 99:11 pointed [2] - 33:19, 34:18 pointing [1] - 40:6 points [3] - 10:12, 39:23, 97:14 policies [2] - 17:12, 17:14 policy [2] - 10:8, 24:6 politician [1] - 92:21 port [1] - 90:16 portion [2] - 39:25, 101:2 posed [1] - 77:23 posing [1] - 29:19 position [4] - 14:17, 87:1, 97:21, 99:7 positive [1] - 61:1 possibility [1] - 12:12 possible [5] - 35:9, 35:17, 41:24, 43:20, 65:11 post [1] - 43:20 postulating [1] - 29:18 potential [1] - 42:9 potentially [1] - 84:14 power [10] - 21:3, 21:10, 21:15, 21:19, 22:6, 22:22, 23:1, 23:13, 24:1 Power [3] - 22:17, 22:19, 23:4 powers [1] - 18:2 practical [24] - 45:15, 45:16, 45:22, 46:9, 46:10, 47:2, 47:6, 47:8, 47:22, 50:24, 53:21, 54:11, 58:12, 60:22, 61:21, 63:2, 65:9, 66:4, 66:5, 67:24, 76:19, 79:11, 79:22, 79:25 practice [3] - 31:2, 31:14, 32:7 practices [2] - 15:16,</p>	<p>30:25 practicing [1] - 86:18 prairie [2] - 18:22, 19:6 prayer [2] - 62:22, 87:1 precedent [2] - 13:25, 96:11 precursor [2] - 61:2, 81:17 preempted [1] - 22:7 preemptive [1] - 17:14 preface [1] - 88:3 prejudice [1] - 5:9 prejudicing [1] - 38:19 premature [1] - 25:21 premised [1] - 16:15 prepare [1] - 94:8 prepared [1] - 4:23 preparing [1] - 26:21 presence [1] - 97:20 present [4] - 39:20, 40:12, 41:6, 69:18 presentation [5] - 26:16, 37:14, 38:1, 40:11, 70:5 presentations [4] - 26:7, 26:9, 26:19, 26:21 presented [5] - 33:1, 40:15, 62:10, 95:10, 95:12 presenting [3] - 7:11, 78:3, 88:17 president [1] - 36:23 presidential [1] - 41:18 presumptively [3] - 23:15, 23:21, 24:1 pretty [13] - 10:13, 23:14, 23:21, 35:5, 45:21, 56:1, 59:9, 59:16, 59:17, 83:25, 90:18, 93:8 prevent [1] - 78:16 preventing [1] - 96:15 previous [1] - 74:15 previously [1] - 62:19 primary [2] - 14:24, 24:25 principal [1] - 90:3 privately [2] - 41:11, 47:14 privilege [2] - 40:5, 100:22 procedural [2] - 62:19, 95:5 procedurally [3] - 63:23, 71:3, 97:7 proceeded [1] - 9:18</p>	<p>proceeding [13] - 5:22, 14:2, 15:2, 16:4, 16:17, 41:5, 41:8, 45:2, 51:11, 53:1, 59:18, 84:12, 87:7 proceedings [6] - 14:25, 59:9, 91:7, 94:19, 102:10, 102:13 PROCEEDINGS [1] - 2:1 Proceedings [1] - 1:7 process [9] - 40:13, 49:15, 59:17, 88:9, 90:7, 92:25, 95:2, 95:11, 95:17 Professional [2] - 102:6, 102:20 profits [1] - 10:7 program [2] - 19:25, 51:23 programs [1] - 51:23 progressive [1] - 23:20 prohibit [2] - 42:18, 42:22 promise [4] - 49:16, 50:7, 80:16, 80:22 promote [1] - 17:20 proper [2] - 61:7, 62:20 properly [3] - 62:20, 63:24, 70:18 properties [1] - 10:5 property [2] - 12:5, 19:8 proposed [1] - 10:6 proposition [3] - 10:18, 20:12, 91:1 protect [1] - 25:1 protection [1] - 25:4 protocol [2] - 56:16, 78:4 provide [19] - 7:22, 22:19, 28:23, 45:7, 57:22, 58:22, 65:23, 66:2, 67:6, 71:11, 71:16, 72:17, 75:8, 75:25, 78:19, 79:4, 87:13, 89:7, 96:22 provided [10] - 9:4, 29:2, 29:7, 39:17, 43:25, 64:14, 67:10, 70:25, 94:14, 99:18 provider [1] - 8:20 provides [4] - 44:18, 46:7, 79:13, 79:14 providing [20] - 8:13, 9:4, 14:4, 14:6, 14:9,</p>	<p>14:10, 15:3, 19:3, 28:25, 29:5, 29:9, 29:10, 29:13, 70:10, 71:12, 71:14, 75:3, 84:23, 89:3, 89:14 provision [4] - 8:3, 8:22, 9:17, 77:5 provisioning [1] - 84:18 PSC [2] - 23:5, 23:8 Public [15] - 15:1, 15:2, 15:24, 21:25, 22:21, 22:25, 23:3, 31:6, 31:25, 32:11, 36:12, 61:25, 93:1, 102:7, 102:19 PUBLIC [2] - 1:1, 1:10 public [8] - 10:8, 15:6, 15:7, 21:22, 31:8, 46:25, 91:11, 93:9 public/private [3] - 46:22, 46:23, 48:9 PUC [7] - 24:9, 24:10, 24:18, 53:1, 66:8, 67:17, 93:25 PUC's [2] - 24:20, 25:6 pull [6] - 49:13, 69:5, 80:18, 90:22, 92:17, 92:22 pulling [1] - 90:24 purchase [1] - 10:2 purchaser [1] - 9:25 purely [1] - 29:22 purporting [1] - 8:12 purports [2] - 6:1, 95:23 purpose [4] - 37:20, 38:5, 49:11, 62:15 purposes [3] - 8:8, 24:25, 25:8 pursue [2] - 33:11, 33:25 purview [1] - 56:17 put [3] - 12:4, 46:19, 49:17 puts [1] - 83:22 putting [2] - 48:20, 48:22</p>	<p>72:16, 73:3, 73:5, 73:8, 73:10, 78:6, 78:16, 79:1, 81:14, 82:2, 82:11, 82:20, 97:15, 98:18, 98:19, 98:21, 99:15 quick [3] - 59:9, 66:14, 85:8 quickly [2] - 6:17, 40:20 quite [4] - 6:15, 6:17, 30:17, 53:13 quotations [1] - 24:4</p> <hr/> <p style="text-align: center;">R</p> <hr/> <p>railroad [4] - 10:3, 10:4, 10:5, 10:9 raised [4] - 81:1, 95:21, 97:10, 97:15 ramifications [5] - 46:25, 66:4, 66:6, 67:24, 68:2 rate [13] - 49:25, 50:12, 50:14, 50:15, 50:16, 50:21, 50:23, 51:25, 56:18, 56:24, 65:20, 80:11, 90:8 rates [4] - 25:4, 44:15, 44:16, 80:10 reached [1] - 4:8 read [4] - 36:9, 58:15, 62:8, 97:3 reading [2] - 22:10, 43:1 real [2] - 19:24, 28:23 realize [4] - 54:7, 63:21, 68:6, 90:18 realizes [1] - 67:4 really [24] - 8:7, 17:17, 28:17, 37:2, 41:3, 45:17, 46:23, 47:7, 48:1, 48:11, 50:24, 51:1, 51:24, 53:12, 54:2, 54:13, 60:23, 61:1, 61:21, 62:12, 63:19, 91:17, 92:12, 98:12 Realtime [2] - 102:6, 102:20 reason [9] - 28:19, 30:11, 37:15, 58:8, 60:4, 62:4, 98:23, 98:25, 100:8 reasonable [1] - 25:3 reasons [1] - 66:20 rebuked [1] - 41:9 rebut [1] - 98:1 rebuttal [2] - 87:24,</p>
		Q		
		<p>query [1] - 82:9 questioning [1] - 89:5 questions [34] - 26:6, 26:9, 26:11, 26:18, 28:2, 32:18, 32:20, 32:22, 32:23, 35:21, 37:13, 37:15, 38:3, 65:6, 65:8, 68:4,</p>		

<p>98:17 receive [2] - 94:3 received [15] - 4:10, 57:21, 60:19, 70:6, 70:8, 70:12, 70:14, 71:3, 71:9, 71:10, 71:13, 72:7, 72:8, 72:10, 72:11 receives [2] - 49:21, 50:17 receiving [1] - 94:22 recent [1] - 55:1 recently [2] - 14:22, 42:7 recess [2] - 85:15, 85:17 recognize [3] - 45:1, 69:22, 77:19 recognizes [2] - 67:1, 67:6 record [12] - 38:12, 38:14, 38:18, 61:20, 78:4, 88:16, 88:24, 90:11, 90:14, 91:11, 92:4, 97:16 record's [1] - 94:20 records [1] - 20:1 recur [2] - 12:13, 12:24 RED [1] - 36:8 reference [6] - 88:21, 91:5, 91:13, 92:11, 92:17, 97:1 referenced [1] - 91:17 referral [2] - 30:24, 31:17 referred [2] - 13:16, 61:9 refund [2] - 10:19, 33:16 refused [1] - 5:8 refusing [1] - 52:1 regard [2] - 33:9, 76:23 regarding [9] - 3:10, 37:2, 40:21, 41:23, 46:16, 74:1, 81:15, 84:15, 93:15 REGARDING [1] - 1:5 regards [1] - 3:4 regime [1] - 91:15 Registered [2] - 102:5, 102:20 registration [1] - 9:15 regulate [18] - 8:3, 13:9, 16:20, 17:23, 18:3, 20:16, 21:3, 21:7, 22:6, 22:12, 23:14, 23:15, 23:22, 24:2, 24:18, 30:5,</p>	<p>74:2, 88:5 regulated [2] - 24:15, 30:2 regulating [2] - 19:3, 25:1 regulation [9] - 17:11, 21:17, 24:15, 24:20, 25:3, 25:6, 25:25, 56:19, 56:24 regulations [1] - 22:7 regulator [1] - 16:12 regulatory [9] - 16:24, 21:19, 23:7, 24:8, 24:11, 25:7, 29:21, 29:25, 88:8 regurgitate [1] - 70:5 regurgitated [1] - 78:10 regurgitating [1] - 40:13 reiterate [1] - 97:11 rejected [2] - 16:2, 18:13 rejecting [1] - 53:20 related [4] - 14:2, 81:21, 82:7, 98:10 relations [1] - 18:3 relationship [3] - 17:3, 44:11, 44:13 relationships [1] - 89:19 relevancy [1] - 91:13 relevant [3] - 15:20, 32:9, 32:11 relief [12] - 10:23, 14:18, 16:8, 34:8, 62:22, 62:24, 71:5, 71:23, 71:24, 73:12, 87:2, 97:7 religious [1] - 41:19 relying [1] - 98:9 remarks [2] - 88:3, 98:17 remind [1] - 86:4 rendered [1] - 9:23 rendering [1] - 60:22 renders [1] - 9:12 renew [1] - 78:6 repay [1] - 10:1 repercussion [1] - 54:16 repercussions [2] - 54:12, 54:15 rephrase [1] - 27:20 Reply [1] - 29:2 Reported [1] - 1:24 Reporter [4] - 102:6, 102:20, 102:20 reporter [4] - 3:15, 36:1, 43:5, 102:9</p>	<p>representation [1] - 35:7 Representatives [1] - 42:20 represented [2] - 35:11, 37:13 republican [1] - 41:18 reputation [1] - 65:1 Request [1] - 29:4 request [10] - 3:7, 3:10, 4:2, 6:24, 9:6, 13:4, 37:24, 67:25, 71:5, 97:7 requested [6] - 4:12, 27:20, 62:25, 64:2, 74:25, 77:9 requesting [4] - 63:17, 70:24, 72:12, 100:7 requests [1] - 66:4 require [2] - 75:7, 75:24 required [2] - 8:19, 18:17 resent [1] - 88:22 reservation [22] - 6:2, 20:17, 23:2, 24:20, 25:5, 44:24, 46:4, 46:5, 46:13, 46:21, 52:12, 52:22, 55:20, 55:22, 55:23, 62:6, 75:10, 75:13, 79:16, 90:5, 96:19, 97:20 Reservation [4] - 36:10, 44:22, 46:3, 57:20 Reservation's [1] - 45:5 reservations [3] - 17:21, 18:4, 19:3 reserved [3] - 21:17, 21:19, 22:5 reside [1] - 25:5 resolution [1] - 4:8 resolved [1] - 96:5 respect [15] - 9:6, 14:19, 18:7, 21:8, 31:25, 40:11, 52:19, 71:18, 78:24, 82:22, 89:19, 92:2, 96:3, 97:15, 98:5 respected [1] - 64:8 respectfully [1] - 37:24 respond [14] - 4:13, 4:21, 4:25, 45:8, 73:18, 83:7, 88:1, 88:20, 88:24, 95:20, 97:2, 97:14, 100:13, 100:19 responded [1] - 5:16</p>	<p>responding [2] - 78:6, 100:4 Response [1] - 16:19 response [11] - 5:20, 10:14, 39:18, 46:6, 86:21, 89:9, 94:25, 100:14, 100:15, 100:16, 100:23 responses [1] - 29:3 responsive [2] - 40:7, 97:4 rest [2] - 59:21, 85:3 restaurant [1] - 7:14 restrict [1] - 38:21 result [1] - 88:6 resume [2] - 85:5, 85:15 retains [2] - 55:24, 75:11 return [1] - 10:10 returned [1] - 74:22 reveals [1] - 42:11 revenue [1] - 90:22 review [3] - 4:11, 42:10, 97:5 reviewing [2] - 41:4, 41:8 Ridge [3] - 36:9, 36:20, 36:21 river [1] - 24:21 River [5] - 17:5, 17:10, 20:14, 23:17, 24:5 road [1] - 3:17 Rolayne [3] - 1:13, 82:20, 99:25 role [4] - 18:1, 21:12, 25:24, 88:8 roles [1] - 26:2 room [1] - 37:2 row [1] - 53:17 RPR [1] - 1:24 rubric [1] - 66:19 Rule [1] - 98:1 rule [8] - 27:21, 30:20, 54:24, 54:25, 61:16, 70:17, 88:4, 89:10 ruled [4] - 12:2, 14:22, 22:4, 64:23 rules [4] - 25:23, 87:9, 87:17, 97:25 ruling [19] - 13:4, 13:11, 15:12, 16:7, 20:10, 21:11, 34:7, 54:20, 58:25, 70:22, 81:16, 81:17, 81:22, 82:25, 83:14, 85:9, 87:9, 87:16, 94:17 rulings [1] - 87:3 run [3] - 44:7, 49:11, 52:5</p>	<p>running [3] - 19:24, 12 52:2, 77:16</p> <hr/> <p style="text-align: center;">S</p> <hr/> <p>sake [1] - 11:10 sale [5] - 9:22, 12:5, 17:11, 20:16, 24:19 sales [1] - 9:23 Sancom [1] - 8:15 satisfy [1] - 20:5 savvy [1] - 42:14 saw [2] - 92:3, 92:5 scale [2] - 51:9, 61:13 scam [2] - 49:11, 58:9 schedule [3] - 21:24, 46:18, 99:21 scheme [6] - 23:7, 24:8, 24:11, 29:22, 29:25, 32:5 Schenkenberg [1] - 88:15 Schreier [1] - 31:17 scope [2] - 13:8, 48:3 Scott [5] - 1:16, 1:16, 4:5, 6:10, 7:6 SDN [5] - 5:12, 25:15, 85:16, 86:1, 99:6 SDN's [1] - 86:2 SDTA [1] - 99:6 second [6] - 8:25, 16:14, 17:14, 50:1, 63:4, 72:19 seconds [1] - 6:9 Section [1] - 15:14 see [10] - 5:2, 28:3, 28:4, 30:8, 30:19, 65:3, 67:22, 68:1, 85:20, 100:8 seeing [1] - 6:25 seek [5] - 9:1, 13:13, 33:9, 52:21, 74:18 seeking [6] - 7:21, 16:21, 17:1, 21:6, 87:4, 87:18 seeks [1] - 87:8 seem [3] - 37:8, 50:25, 54:3 self [2] - 24:22, 32:4 self-evident [1] - 32:4 Self-Government [1] - 24:22 seminal [1] - 11:15 senate [4] - 42:24, 93:4, 93:10, 93:15 Senate [1] - 42:21 Senator [1] - 39:17, 39:24, 40:4, 40:6, 40:24, 41:1, 41:6,</p>
---	---	--	--	--

<p>41:20, 47:11, 47:19, 62:9</p> <p>send [4] - 48:4, 48:6, 80:10, 80:18</p> <p>sending [1] - 80:9</p> <p>sends [4] - 47:24, 49:22, 50:3, 50:4</p> <p>sense [4] - 51:1, 53:11, 53:22, 84:24</p> <p>sent [2] - 46:16, 88:14</p> <p>sentence [1] - 83:10</p> <p>separate [1] - 44:9</p> <p>September [1] - 68:11</p> <p>serious [1] - 9:8</p> <p>seriously [1] - 91:2</p> <p>serve [2] - 23:2, 23:9</p> <p>served [1] - 39:7</p> <p>serves [1] - 41:12</p> <p>Service [9] - 15:1, 15:2, 15:24, 22:21, 22:25, 23:3, 31:6, 31:25, 32:11</p> <p>service [38] - 15:7, 22:21, 28:8, 29:22, 31:1, 46:3, 54:10, 54:22, 55:15, 55:19, 56:4, 56:22, 56:23, 57:14, 58:23, 59:6, 74:2, 75:3, 75:8, 76:1, 78:19, 78:20, 78:21, 79:12, 79:17, 79:18, 79:19, 79:21, 88:5, 89:17, 89:18, 90:5, 90:6, 90:9, 90:12, 96:18, 96:22</p> <p>SERVICES [1] - 1:5</p> <p>services [61] - 3:4, 7:22, 7:25, 8:2, 8:4, 8:13, 8:20, 8:21, 8:23, 9:3, 9:4, 10:20, 11:18, 12:15, 12:19, 13:9, 14:4, 14:7, 14:9, 14:10, 15:3, 19:3, 21:3, 21:8, 21:23, 22:6, 22:19, 24:8, 24:14, 29:1, 29:5, 29:9, 29:10, 29:13, 31:14, 33:20, 34:1, 41:15, 44:19, 44:24, 46:5, 54:18, 56:5, 56:8, 57:8, 57:16, 57:23, 58:7, 58:14, 64:8, 65:23, 66:2, 79:13, 79:14, 82:13, 84:19, 87:14, 89:4, 89:7, 89:14</p> <p>Services [1] - 22:1</p> <p>session [1] - 90:19</p> <p>set [9] - 29:25, 35:8, 38:11, 40:20, 46:12,</p>	<p>73:10, 76:10, 88:24, 100:3</p> <p>sets [1] - 47:11</p> <p>setting [1] - 41:2</p> <p>settlement [2] - 91:6, 91:11</p> <p>seven [1] - 100:23</p> <p>Seventh [3] - 55:3, 55:5, 97:1</p> <p>several [2] - 5:15, 12:17</p> <p>shall [2] - 3:5, 3:7</p> <p>sham [1] - 83:18</p> <p>sharing [1] - 90:22</p> <p>short [5] - 51:7, 52:3, 59:17, 85:17, 87:20</p> <p>shorthand [2] - 102:9</p> <p>shortly [2] - 5:14, 27:11</p> <p>shots [1] - 6:18</p> <p>show [1] - 12:23</p> <p>shows [1] - 28:16</p> <p>shut [7] - 45:4, 45:18, 45:24, 47:1, 60:24, 61:2, 62:4</p> <p>shuts [1] - 48:11</p> <p>side [3] - 26:15, 30:12, 30:14</p> <p>sides [1] - 35:7</p> <p>sight [1] - 89:1</p> <p>signed [1] - 76:6</p> <p>significance [6] - 15:11, 16:5, 32:3, 47:3, 47:6, 96:4</p> <p>significant [6] - 18:24, 22:9, 44:14, 90:20, 96:2, 96:12</p> <p>similar [4] - 5:12, 16:9, 82:11, 99:6</p> <p>simple [2] - 53:23, 54:13</p> <p>simply [18] - 5:11, 12:19, 13:3, 14:10, 16:6, 20:3, 37:9, 39:9, 40:2, 44:19, 63:18, 69:2, 78:6, 87:7, 95:24, 96:25, 97:2, 98:13</p> <p>Sioux [4] - 18:11, 21:5, 24:22, 36:4</p> <p>sit [2] - 34:6, 45:19</p> <p>site [1] - 19:8</p> <p>sitting [1] - 64:16</p> <p>situation [7] - 5:12, 12:14, 16:9, 23:6, 30:4, 79:16, 96:9</p> <p>six [1] - 5:16</p> <p>sliding [2] - 51:9, 61:13</p> <p>sliver [5] - 55:19,</p>	<p>55:24, 58:13, 67:6, 75:11</p> <p>slower [2] - 43:3, 43:23</p> <p>small [1] - 58:13</p> <p>smear [1] - 65:1</p> <p>sole [2] - 16:12, 74:1</p> <p>solid [2] - 98:8</p> <p>somewhat [2] - 27:3, 60:8</p> <p>somewhere [6] - 29:24, 29:25, 48:13, 49:18, 64:17, 90:16</p> <p>soon [6] - 43:19, 58:24, 60:12, 60:16, 69:12, 69:21</p> <p>sooner [1] - 37:4</p> <p>sorry [3] - 13:3, 37:4, 89:17</p> <p>sought [1] - 10:23</p> <p>sound [1] - 60:9</p> <p>soundly [2] - 42:19, 42:23</p> <p>SOUTH [2] - 1:2, 102:1</p> <p>South [39] - 1:17, 2:2, 2:4, 7:8, 7:23, 8:10, 8:13, 12:18, 17:5, 18:1, 18:21, 19:15, 23:19, 25:13, 25:17, 31:15, 41:23, 41:24, 42:2, 42:6, 42:9, 42:16, 42:17, 42:21, 44:12, 44:14, 48:5, 54:10, 59:14, 67:18, 85:24, 89:4, 89:8, 89:24, 92:18, 93:1, 102:7, 102:14</p> <p>sovereign [9] - 18:10, 19:13, 19:19, 20:17, 20:21, 20:23, 21:4, 23:13, 98:15</p> <p>sovereignty [11] - 20:8, 55:19, 55:24, 67:7, 75:11, 84:3, 84:6, 84:8, 84:10, 84:15, 98:11</p> <p>SPEAKER [1] - 77:10</p> <p>speaking [4] - 3:15, 3:21, 6:9, 98:24</p> <p>special [2] - 23:20, 51:23</p> <p>specific [2] - 62:22, 63:14</p> <p>specifically [5] - 16:2, 24:9, 32:10, 38:6, 39:1</p> <p>specified [2] - 71:8, 71:17</p> <p>spend [1] - 7:13</p>	<p>spent [2] - 64:25, 80:23</p> <p>split [1] - 10:7</p> <p>spring [1] - 39:11</p> <p>SPRINT [1] - 1:4</p> <p>Sprint [109] - 1:16, 1:17, 3:2, 4:10, 5:11, 5:13, 6:11, 6:16, 7:4, 7:7, 7:24, 8:1, 8:3, 10:18, 10:19, 12:16, 12:19, 13:3, 13:13, 16:7, 17:1, 19:17, 21:8, 34:3, 35:10, 38:19, 39:8, 39:19, 45:7, 45:15, 46:8, 46:25, 49:19, 49:23, 50:10, 50:18, 51:24, 52:1, 52:4, 53:5, 53:7, 53:18, 53:24, 53:25, 54:3, 54:8, 54:16, 54:17, 55:2, 55:4, 55:13, 55:17, 56:2, 56:14, 56:20, 57:1, 58:5, 58:14, 58:20, 59:11, 59:19, 59:20, 60:21, 61:9, 61:11, 61:20, 61:23, 62:9, 62:13, 62:21, 63:11, 64:1, 64:11, 64:15, 65:9, 65:10, 65:15, 65:24, 66:4, 66:23, 68:9, 68:21, 69:10, 70:6, 72:18, 73:10, 74:13, 78:2, 80:24, 81:7, 81:10, 83:17, 86:1, 86:2, 86:24, 87:3, 87:8, 87:16, 89:17, 91:23, 92:3, 96:4, 96:19, 96:23, 96:24, 97:2, 97:19, 100:12</p> <p>Sprint's [35] - 3:8, 4:16, 6:5, 7:2, 7:20, 13:2, 13:4, 13:6, 13:11, 15:20, 16:4, 16:7, 16:12, 17:23, 25:22, 31:18, 45:2, 45:22, 50:20, 54:12, 55:10, 61:4, 64:12, 67:25, 74:2, 76:19, 83:1, 83:8, 86:22, 88:17, 92:13, 95:22, 96:17, 97:25, 100:4</p> <p>SS [1] - 102:2</p> <p>Staff [10] - 6:21, 6:22, 32:23, 72:17, 72:19, 87:23, 99:3, 99:6, 100:2</p> <p>STAFF [1] - 1:12</p> <p>stage [3] - 40:20, 41:2,</p>	<p>98:12</p> <p>staggering [1] - 44:15</p> <p>stand [1] - 87:18</p> <p>standard [1] - 59:16</p> <p>standards [2] - 11:12, 12:20</p> <p>standpoint [6] - 48:21, 58:12, 93:21, 94:5, 94:13, 95:12</p> <p>standstill [1] - 42:6</p> <p>start [4] - 35:12, 41:4, 85:16, 95:15</p> <p>started [3] - 35:17, 49:5, 96:7</p> <p>STARTING [1] - 40:25</p> <p>STATE [2] - 1:2, 102:1</p> <p>state [35] - 6:15, 8:3, 8:18, 8:24, 9:22, 13:6, 13:7, 13:10, 13:12, 15:18, 15:19, 16:24, 17:23, 19:12, 19:16, 21:1, 21:11, 22:10, 23:24, 24:14, 30:1, 30:2, 31:4, 41:25, 42:15, 47:21, 55:8, 56:18, 56:24, 77:14, 78:17, 78:19, 88:4, 94:4</p> <p>State [18] - 2:3, 8:10, 9:16, 9:21, 12:18, 17:25, 19:7, 19:15, 20:13, 23:6, 25:9, 31:24, 33:17, 53:1, 89:4, 89:7, 93:1, 102:7</p> <p>State's [2] - 21:13, 25:24</p> <p>state's [1] - 18:5</p> <p>statement [13] - 34:11, 78:12, 81:15, 82:21, 83:2, 83:9, 84:5, 84:7, 92:4, 92:10, 97:19, 97:24, 98:7</p> <p>statements [2] - 83:1, 93:14</p> <p>states [4] - 18:2, 18:22, 21:20, 22:5</p> <p>States [8] - 11:17, 12:9, 12:10, 12:21, 21:21, 22:2, 23:24, 41:16</p> <p>status [4] - 31:4, 67:2, 67:4, 67:6</p> <p>statute [3] - 22:10, 87:11, 87:19</p> <p>statutory [1] - 32:5</p> <p>stay [1] - 16:15</p> <p>stayed [1] - 13:20</p> <p>step [5] - 30:15, 36:1, 36:2, 37:19, 77:21</p>	13
--	---	---	---	---	----

<p>stepped [1] - 18:4 stick [3] - 39:2, 49:16, 80:21 stifle [1] - 44:21 still [15] - 12:17, 12:18, 13:14, 13:19, 13:22, 29:13, 33:5, 33:12, 51:2, 65:20, 73:4, 74:20, 94:22, 99:2 stim [1] - 66:25 stimulation [15] - 42:19, 42:22, 44:1, 44:5, 48:22, 51:4, 51:8, 51:10, 51:13, 51:16, 51:21, 53:14, 61:12, 61:15, 81:12 stimulators [2] - 15:4, 96:3 stimulus [1] - 7:19 stood [1] - 37:6 stop [2] - 11:20, 44:22 stopping [1] - 10:14 story [2] - 30:13, 66:11 straight [1] - 88:24 straightforward [2] - 45:21, 59:16 strange [1] - 5:23 Strate [1] - 23:23 strenuously [1] - 14:22 strictly [1] - 75:9 strong [3] - 32:2, 44:11, 84:15 structure [1] - 89:20 structures [1] - 16:25 struggling [3] - 27:1, 30:8, 30:11 stuff [2] - 40:1, 62:1 subject [7] - 13:14, 13:18, 14:20, 56:18, 56:23, 84:3, 84:11 submission [1] - 40:25 submissions [2] - 53:6, 88:18 submit [5] - 16:6, 39:14, 40:4, 72:25, 94:17 submitted [2] - 38:13, 46:12 submitting [1] - 95:15 subsequent [1] - 26:24 subsidiaries [1] - 90:7 subsidized [1] - 90:8 subsidizes [1] - 79:17 subsidizing [1] - 91:3 substantial [1] - 11:25</p>	<p>successful [2] - 11:23, 45:5 sue [4] - 10:9, 19:2, 33:10, 33:11 suggesting [1] - 16:11 suggests [2] - 16:18, 88:11 suing [1] - 19:4 suit [4] - 11:19, 11:23, 55:7, 55:9 SULLY [1] - 102:3 sum [1] - 25:22 Summary [10] - 3:8, 7:2, 26:25, 33:5, 39:1, 80:2, 80:14, 86:22, 94:12, 99:7 summary [18] - 7:21, 40:14, 40:22, 62:23, 70:9, 71:11, 73:15, 74:7, 77:8, 78:15, 82:25, 83:14, 87:4, 94:19, 95:2, 95:4, 95:8, 95:9 supervision [1] - 24:12 supplement [2] - 38:14, 83:24 supplemental [19] - 4:10, 4:14, 4:21, 5:20, 5:24, 14:21, 16:3, 29:17, 30:9, 30:24, 39:7, 39:10, 39:18, 39:20, 40:2, 99:17, 99:21, 100:5, 100:16 supplementation [1] - 72:25 support [2] - 14:14, 86:21 supports [1] - 14:17 suppose [1] - 89:13 supposed [1] - 10:6 suppress [1] - 45:3 supreme [1] - 89:24 Supreme [20] - 9:21, 11:17, 12:9, 12:10, 12:21, 17:5, 17:13, 18:21, 20:13, 20:18, 21:21, 22:2, 22:3, 22:17, 22:24, 23:7, 23:25, 24:7, 25:9, 45:20 survive [2] - 52:10, 52:14 suspensions [1] - 81:1 sweetheart [1] - 10:4 Swier [20] - 1:16, 3:13, 4:3, 4:5, 5:1, 38:5, 38:21, 39:4, 68:8, 77:24, 78:3, 78:12,</p>	<p>78:23, 88:14, 89:5, 91:8, 91:21, 93:20, 96:17, 100:6 SWIER [58] - 4:4, 35:4, 37:23, 39:3, 39:6, 40:16, 40:19, 43:3, 43:7, 43:17, 43:21, 43:24, 45:14, 68:15, 68:18, 68:24, 69:12, 69:19, 70:2, 70:14, 71:10, 71:14, 71:18, 71:23, 72:3, 72:8, 72:11, 72:14, 72:24, 73:17, 73:22, 74:9, 74:12, 75:5, 75:9, 76:2, 76:9, 76:16, 76:25, 77:6, 78:24, 79:8, 79:14, 79:21, 80:4, 80:8, 80:15, 81:6, 82:1, 83:5, 83:16, 84:7, 84:24, 93:3, 94:6, 94:16, 94:23, 95:3 Swier's [1] - 30:12 sworn [1] - 93:21 system [3] - 23:7, 53:23, 88:9</p>	<p>4:1 telecommunication [9] - 7:22, 8:20, 44:21, 44:24, 56:5, 56:7, 58:1, 64:8, 89:3 TELECOMMUNICATIONS [1] - 1:5 telecommunications [21] - 3:4, 13:9, 17:8, 21:14, 21:25, 24:8, 24:13, 25:1, 25:2, 28:8, 44:19, 55:18, 57:8, 57:16, 58:18, 66:19, 67:2, 74:5, 78:19, 78:21, 88:9 Telecommunication [2] - 15:15, 21:16 telephone [13] - 17:11, 20:16, 24:19, 47:1, 51:14, 60:1, 62:5, 65:17, 67:5, 67:10, 76:10, 79:17 tend [1] - 27:3 tendered [2] - 10:19, 33:16 terminated [1] - 28:10 terminating [3] - 29:23, 31:1, 49:5 terms [11] - 11:21, 11:24, 15:8, 18:2, 30:1, 31:4, 33:9, 33:15, 33:23, 96:15, 97:7 territories [1] - 22:22 testifying [2] - 38:17, 78:5 testimonial [1] - 38:15 testimony [1] - 79:5 THE [5] - 1:1, 1:2, 1:4, 1:10 theirs [1] - 28:3 themselves [2] - 3:20, 35:14 theory [2] - 47:4 therefore [5] - 5:8, 31:15, 32:12, 74:6, 96:10 they've [17] - 28:24, 48:8, 49:15, 49:16, 53:9, 60:12, 63:13, 63:18, 65:11, 67:10, 70:8, 70:11, 71:9, 71:13, 71:15, 72:6, 87:17 third [2] - 9:6, 83:10 Thompson [1] - 28:25 threat [1] - 92:22 threatening [2] - 92:17, 92:21</p>	<p>three [13] - 8:1, 10:12, 14:4, 24:4, 26:23, 27:17, 48:25, 49:5, 53:15, 53:17, 60:10, 73:14, 74:17, 95:17 thrilling [1] - 51:6 throughout [3] - 47:15, 56:9, 60:8 thumb [4] - 59:3, 66:9, 66:10 thumbing [1] - 60:9 Thursday [1] - 4:12 Tobin [3] - 1:17, 7:5, 7:7 today [26] - 4:16, 4:18, 4:19, 4:22, 4:24, 7:10, 30:10, 30:20, 32:15, 35:12, 35:20, 38:5, 39:14, 41:3, 41:7, 45:16, 49:9, 57:10, 57:18, 61:22, 76:20, 76:23, 77:4, 77:9, 84:16, 85:9 today's [1] - 37:20 together [2] - 4:15, 94:25 Tom [2] - 1:17, 7:7 tonight [1] - 7:12 took [3] - 12:3, 31:12, 102:9 tooth [1] - 61:13 total [1] - 90:17 tough [2] - 35:11, 60:15 traditional [1] - 84:24 traffic [33] - 14:6, 15:3, 16:20, 47:18, 48:12, 48:20, 48:22, 49:18, 49:20, 49:21, 50:2, 50:3, 50:5, 50:8, 50:11, 50:22, 51:8, 51:10, 51:13, 51:16, 51:21, 51:25, 54:4, 54:24, 54:25, 56:10, 58:8, 65:18, 80:9, 80:10, 80:18, 81:12, 84:20 transaction [1] - 10:7 Transcript [1] - 1:7 TRANSCRIPT [1] - 2:1 transcription [1] - 102:12 treat [1] - 53:13 tremendous [1] - 26:20 Tribal [6] - 13:19, 13:23, 21:9, 67:13, 74:13, 76:4 tribal [33] - 14:9, 18:9, 18:25, 19:12, 20:7,</p>
T				
<p>Tail [3] - 22:17, 22:18, 23:4 talks [2] - 46:25, 92:9 tariff [21] - 29:8, 50:10, 50:12, 50:13, 50:15, 51:25, 53:8, 53:17, 53:20, 54:5, 55:9, 61:7, 66:22, 66:24, 67:21, 69:3, 80:9, 80:11, 91:22 tariffs [1] - 9:13 TC10-026 [2] - 1:4, 3:1 TC11-087 [1] - 18:16 technical [2] - 68:5, 79:21 technicality [1] - 63:20 technologically [1] - 42:14 tedious [1] - 68:5 teed [2] - 4:18, 86:2 telecom [3] - 14:2, 52:13, 82:14 TELECOM [1] - 1:5 Telecom [9] - 1:16, 3:3, 3:10, 4:6, 34:25, 36:24, 48:10, 48:23, 50:18 Telecom's [2] - 3:6,</p>	<p>Tail [3] - 22:17, 22:18, 23:4 talks [2] - 46:25, 92:9 tariff [21] - 29:8, 50:10, 50:12, 50:13, 50:15, 51:25, 53:8, 53:17, 53:20, 54:5, 55:9, 61:7, 66:22, 66:24, 67:21, 69:3, 80:9, 80:11, 91:22 tariffs [1] - 9:13 TC10-026 [2] - 1:4, 3:1 TC11-087 [1] - 18:16 technical [2] - 68:5, 79:21 technicality [1] - 63:20 technologically [1] - 42:14 tedious [1] - 68:5 teed [2] - 4:18, 86:2 telecom [3] - 14:2, 52:13, 82:14 TELECOM [1] - 1:5 Telecom [9] - 1:16, 3:3, 3:10, 4:6, 34:25, 36:24, 48:10, 48:23, 50:18 Telecom's [2] - 3:6,</p>			

<p>20:17, 20:21, 20:22, 22:11, 22:12, 22:19, 23:13, 47:1, 57:22, 65:24, 66:18, 67:1, 67:11, 67:20, 69:2, 76:5, 76:6, 76:11, 84:3, 84:5, 84:7, 84:10, 84:15, 98:10, 98:15</p> <p>tribally [8] - 22:20, 23:2, 45:24, 45:25, 67:5, 76:10, 76:16, 95:24</p> <p>Tribe [20] - 18:11, 20:3, 20:5, 21:5, 22:18, 24:1, 34:19, 35:16, 36:4, 36:5, 44:18, 46:11, 46:13, 46:22, 49:24, 65:17, 75:11, 76:8, 76:10, 76:20</p> <p>tribe [13] - 19:5, 20:9, 46:10, 46:24, 49:1, 55:19, 55:23, 61:1, 67:3, 76:7, 76:14, 80:17, 84:4</p> <p>tribe's [2] - 24:22, 36:12</p> <p>tribes [4] - 17:3, 17:9, 44:11, 44:13</p> <p>tried [4] - 27:15, 35:8, 82:24, 83:4</p> <p>trouble [3] - 50:12, 53:25, 63:16</p> <p>true [6] - 16:21, 37:9, 52:11, 76:22, 81:3, 102:12</p> <p>truly [1] - 65:21</p> <p>try [5] - 53:22, 89:18, 93:11, 97:17, 100:3</p> <p>trying [14] - 16:19, 33:14, 40:2, 45:23, 52:4, 54:19, 57:2, 59:13, 64:10, 65:15, 67:23, 68:1, 81:9</p> <p>turn [2] - 3:23, 99:3</p> <p>turned [1] - 52:17</p> <p>two [24] - 5:17, 7:24, 19:14, 21:1, 23:1, 27:17, 44:9, 46:2, 53:15, 53:17, 55:17, 64:3, 73:11, 73:25, 74:12, 77:1, 81:20, 82:6, 91:4, 91:7, 92:7, 100:7, 100:9, 100:10</p> <p>type [5] - 28:8, 42:14, 44:23, 49:10, 57:8</p> <p>types [1] - 84:18</p> <p>typo [1] - 34:17</p>	<p>typographical [1] - 27:12</p> <hr/> <p style="text-align: center;">U</p> <hr/> <p>ultimate [1] - 33:18</p> <p>ultimately [4] - 27:21, 30:3, 31:21, 81:22</p> <p>unable [2] - 3:16, 77:24</p> <p>under [34] - 8:9, 8:18, 9:13, 10:12, 11:12, 11:19, 11:22, 12:20, 17:23, 18:8, 18:23, 19:11, 19:15, 22:20, 23:7, 30:1, 30:3, 31:2, 31:4, 32:7, 33:16, 52:3, 55:8, 59:13, 64:2, 64:4, 65:11, 70:6, 70:8, 70:15, 88:4, 92:6, 97:25, 98:14</p> <p>undisputed [10] - 8:6, 8:16, 8:18, 19:14, 34:11, 51:12, 53:7, 61:17, 97:19, 98:7</p> <p>unemployment [1] - 44:15</p> <p>unenforceable [2] - 9:17, 90:1</p> <p>unequivocally [1] - 25:10</p> <p>unfortunate [2] - 42:10, 45:3</p> <p>unfortunately [3] - 35:14, 42:4, 44:13</p> <p>UNIDENTIFIED [1] - 77:10</p> <p>unique [1] - 17:3</p> <p>United [8] - 11:17, 12:9, 12:10, 12:21, 21:21, 22:2, 23:24, 41:16</p> <p>universal [1] - 90:6</p> <p>universities [1] - 41:20</p> <p>unjust [4] - 15:15, 31:2, 31:14, 32:6</p> <p>unlawful [1] - 96:13</p> <p>unless [3] - 6:25, 26:10, 98:17</p> <p>unlikely [1] - 12:24</p> <p>unreasonable [5] - 15:15, 31:2, 31:14, 32:7, 91:24</p> <p>unsworn [1] - 92:4</p> <p>untoward [1] - 95:22</p> <p>untruths [1] - 65:2</p> <p>up [27] - 4:18, 7:4,</p>	<p>12:1, 12:5, 28:3, 29:25, 37:11, 38:11, 39:22, 40:23, 49:20, 49:22, 50:7, 52:2, 52:7, 56:1, 58:21, 62:18, 63:1, 73:9, 76:10, 78:12, 84:9, 84:11, 86:2, 95:10, 95:11</p> <p>upheld [2] - 61:8, 61:12</p> <p>upholds [1] - 22:25</p> <p>upwards [1] - 41:13</p> <p>urban [1] - 49:6</p> <p>urge [2] - 16:19, 25:22</p> <p>US [4] - 17:6, 17:15, 24:18, 24:20</p> <p>user [2] - 29:19, 52:15</p> <p>users [3] - 41:13, 47:13, 52:13</p> <p>Utah [7] - 15:1, 15:7, 15:24, 31:6, 31:25, 32:11</p> <p>Utilities [3] - 36:12, 61:25, 93:1</p> <p>UTILITIES [2] - 1:1, 1:10</p> <p>Utility [6] - 13:19, 13:23, 21:9, 67:13, 74:13, 76:4</p> <p>utility [1] - 57:22</p> <hr/> <p style="text-align: center;">V</p> <hr/> <p>valid [1] - 69:1</p> <p>Valley [21] - 5:13, 48:16, 49:20, 49:23, 50:4, 50:10, 50:11, 50:14, 50:19, 50:22, 51:24, 52:1, 65:18, 80:25, 81:4, 81:8, 81:11, 82:12, 91:5, 91:9, 96:8</p> <p>Valley's [2] - 49:25, 53:24</p> <p>value [2] - 64:13, 96:14</p> <p>VAN [2] - 86:14, 86:19</p> <p>Van [4] - 1:18, 86:13, 86:20, 87:22</p> <p>various [1] - 26:2</p> <p>vast [1] - 54:20</p> <p>venture [3] - 19:23, 90:3, 96:21</p> <p>version [1] - 34:14</p> <p>versus [1] - 5:12</p> <p>via [3] - 1:7, 2:1, 102:9</p> <p>viability [1] - 91:18</p> <p>VICE [1] - 1:11</p>	<p>vindicate [1] - 21:11</p> <p>violated [2] - 11:24, 15:14</p> <p>violating [4] - 11:21, 15:8, 23:4, 89:23</p> <p>violation [7] - 8:24, 9:22, 13:12, 15:5, 15:18, 15:19, 31:23</p> <p>violations [3] - 12:8, 12:12, 12:24</p> <p>Voice [2] - 19:24, 34:21</p> <p>voice [1] - 56:16</p> <p>void [5] - 8:2, 9:7, 9:13, 9:24, 10:8</p> <p>VoIP [5] - 56:15, 56:17, 57:5, 57:14, 82:13</p> <p>voluntarily [1] - 50:19</p> <p>voluntary [1] - 33:20</p> <hr/> <p style="text-align: center;">W</p> <hr/> <p>wade [1] - 88:13</p> <p>waived [1] - 5:10</p> <p>waiver [1] - 18:17</p> <p>wants [7] - 48:18, 56:2, 56:14, 56:20, 58:5, 59:20, 61:24</p> <p>Water [2] - 11:20, 11:22</p> <p>ways [1] - 30:22</p> <p>weather [2] - 7:10, 35:16</p> <p>web [1] - 43:20</p> <p>website [2] - 93:7, 94:14</p> <p>week [4] - 4:9, 4:12, 39:7, 100:13</p> <p>weeks [4] - 46:15, 100:7, 100:9, 100:10</p> <p>welcome [2] - 7:12, 36:13</p> <p>well-aware [1] - 55:10</p> <p>West [4] - 17:6, 17:15, 24:18, 24:20</p> <p>west [1] - 55:23</p> <p>Western [2] - 20:19, 23:17</p> <p>whatsoever [1] - 7:1</p> <p>Whip [4] - 39:17, 93:4, 93:10, 93:15</p> <p>whole [3] - 23:8, 66:22, 95:11</p> <p>wholly [1] - 93:7</p> <p>Wide [2] - 19:23, 34:21</p> <p>Wiest [8] - 1:13, 3:12, 32:24, 82:18, 82:20,</p>	<p>83:6, 97:15, 99:11 15</p> <p>WIEST [16] - 3:14, 32:25, 34:3, 34:10, 34:13, 34:16, 34:22, 43:15, 43:18, 82:19, 83:8, 84:2, 84:17, 84:25, 99:13, 100:2</p> <p>William [1] - 1:18</p> <p>willing [2] - 5:19, 96:13</p> <p>win [1] - 65:15</p> <p>window [3] - 28:21, 51:7, 52:3</p> <p>Winner [1] - 7:8</p> <p>wireless [6] - 56:22, 56:23, 57:6, 84:21, 84:22, 84:23</p> <p>Wireless [2] - 20:19, 23:18</p> <p>wish [3] - 40:11, 44:1, 99:12</p> <p>withdraw [1] - 68:23</p> <p>withdrawn [4] - 5:7, 6:25, 7:1, 70:1</p> <p>withstanding [1] - 22:4</p> <p>WITTLER [1] - 102:5</p> <p>Wittler [3] - 1:24, 3:16, 102:19</p> <p>wondering [2] - 34:16, 100:18</p> <p>word [1] - 52:6</p> <p>words [4] - 20:8, 57:17, 62:25, 67:4</p> <p>works [1] - 89:21</p> <p>world [5] - 47:15, 47:16, 48:6, 50:6, 56:9</p> <p>world's [1] - 41:11</p> <p>worldwide [4] - 47:14, 47:17, 47:25, 48:3</p> <p>worth [2] - 48:1, 49:6</p> <p>Wright [3] - 18:22, 19:6, 19:21</p> <p>written [1] - 79:5</p> <hr/> <p style="text-align: center;">Y</p> <hr/> <p>years [10] - 46:24, 49:1, 49:5, 51:15, 52:9, 58:25, 64:3, 81:11, 89:6, 95:17</p> <p>yesterday [3] - 5:8, 5:21, 92:5</p>
---	--	---	---	--