

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE COMPLAINT FILED) CT 07-006
BY JACK AND CINDY BRUNSON, EDGMONT,)
SOUTH DAKOTA, AGAINST GOLDEN WEST)
TELECOMMUNICATIONS COOPERATIVE)
REGARDING TELCOMMUNICATIONS)
SERVICES.)

STATEMENT OF UNDISPUTED MATERIAL FACTS

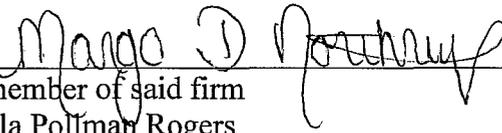
COMES NOW, Golden West Telecommunications Cooperative (“Golden West”),
by and through its undersigned attorneys, and submits the following undisputed material
facts in support of its Motion to Dismiss or for Summary Judgment.

- 1) Jack and Cindy Brunson have complained to the South Dakota Public Utilities Commission (“Commission”) that Golden West has wrongfully refused to serve the property in Edgemont, South Dakota referred to as the “school house” or the “hunting lodge”, which Golden West expressly denies. A formal Complaint was filed on December 13, 2007 by the Brunsons. (See Complaint)
- 2) Golden West filed an Answer to the Complaint and Motion to Dismiss on January 2, 2008 stating, among other things, that it is ready, willing and able to serve the Brunson’s hunting lodge as soon as a valid easement is executed and filed with the Register of Deeds. (See Answer)
- 3) Golden West remains ready, willing and able to provide service to the Brunson’s hunting lodge at a mutually convenient time as soon as a valid easement is executed. (See Affidavit of Denny Law)
- 4) It is the policy of Golden West to gain consent of the property owner before providing service to a customer. (See Affidavit of Denny Law)

- 5) A valid recorded easement is not filed with the Register of Deeds that would allow Golden West to utilize the Brunson's property to provide the requested service. (See Affidavit of Denny Law)
- 6) Since December of 2007, Golden West has engaged in settlement negotiations with Pat Ginsbach, an attorney in Hot Springs, South Dakota, who held himself out to be the attorney for Jack and Cindy Brunson. In the fall of 2008, Golden West actually believed said docket was settled. (See Affidavit of Denny Law)
- 7) Pat Ginsbach notified this Commission in early 2009 that he no longer represented Jack and Cindy Brunson. Since that time, Golden West has made attempts to engage in settlement negotiations with the Brunsons directly, but has not been able to reach a satisfactory resolution. (See Affidavit of Denny Law)
- 8) This docket has been before the Commission for more than two years and there has been no activity but for the settlement negotiations, all of which were initiated by Golden West, and these negotiations have been limited throughout the last year. (See Affidavit of Denny Law)

DATED this 13 day of April, 2010.

RITER, ROGERS, WATTIER, &
NORTHRUP, LLP

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