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VIA EMAIL TO PATTY.VANGERPEN@STATE.SD.US

Ms. Patricia Van Gerpen
South Dakota Public Utilities Commission
Capitol Building, 1st Floor
500 East Capitol Avenue
Pierre, SD 57501-5070

RE: *CT08-____: In the Matter of the Complaint of Kennebec Telephone Company, Inc.
Against Alltel Communications, Inc. for Nonpayment of Transiting Charges*

Dear Ms. Van Gerpen:

Attached for filing in the above matter, please find the Complaint of Kennebec Telephone Company, Inc. Should you have any questions regarding the attached, please do not hesitate to contact me.

Thank you for your assistance.

Best regards.

Sincerely,

CUTLER & DONAHOE, LLP



Meredith A. Moore
For the Firm

MAM/cmc
Attachments

cc: Mr. Rod Bowar
Mr. Ron Williams
Mr. Sean Simpson
Mr. Talbot Wiczorek

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE COMPLAINT OF KENNEBEC TELEPHONE COMPANY, INC. AGAINST ALLTEL COMMUNICATIONS, INC. FOR NONPAYMENT OF TRANSITING CHARGES	CT08-____ COMPLAINT
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COMES NOW Kennebec Telephone Company, Inc., by and through its undersigned counsel of record, and for its Complaint against Alltel Communications, Inc., hereby states and alleges:

NATURE OF THE CASE

1. Kennebec Telephone Company, Inc. brings this action seeking recovery for the costs associated with the transiting services provided by Kennebec and invoiced to, but not paid by, Alltel Communications, Inc. This Complaint is filed pursuant to A.R.S.D. 20:10:01:07:01 and SDCL Chapter 49-13.

THE PARTIES

2. Kennebec Telephone Company, Inc. (“Kennebec Telephone”) is a corporation organized and existing under the laws of the State of South Dakota, with its principal place of business in Kennebec, South Dakota. Kennebec Telephone is an incumbent local exchange carrier engaged in the provisioning of telephone exchange service in portions of the State of South Dakota pursuant to a certificate of convenience and necessity granted by the South Dakota Public Utilities Commission (the “Commission”). The address and relevant telephone and facsimile numbers for Kennebec Telephone Company are:

PO Box 158
Kennebec, SD 57544
Telephone: (605) 869-2220
Facsimile: (605) 869-2221

3. Upon information and belief, Alltel Communications, Inc. ("Alltel") is a corporation organized and existing under the laws of the State of Delaware, which has been authorized to transact business in the State of South Dakota. Upon information and belief, the address and relevant telephone and facsimile numbers for Alltel are:

3650 131st Avenue S.E.
Bellevue, WA 98006
Telephone: (425) 586-8700
Facsimile: (425) 586-8118

FACTUAL BACKGROUND

4. As of January 1, 1999, the parties entered into an interconnection agreement, by the terms of which Kennebec agreed to transit traffic for Alltel, f/k/a WWC License, LLC, at an agreed upon rate per minute of use per route mile. The parties executed a new interconnection agreement effective as of January 1, 2003. That interconnection agreement did not set forth the terms of any transiting services.

5. In the spring of 2004, Kennebec Telephone, through its agents, entered into negotiations with Alltel for the development of an agreement to govern the terms, conditions and pricing applicable to the provisioning of transiting services.

6. Based upon these negotiations, Kennebec Telephone continued to provide transiting services for Alltel at a rate of \$.0005 per minute of use per route mile and Alltel continued to pay Kennebec for transiting services.

7. Kennebec Telephone continues to provide Alltel with transiting service from its central office in Presho, South Dakota, where it transits the traffic to a meet point

with Golden West Telecommunications Cooperative, Inc., along the White River.

8. In approximately April 2007, Alltel ceased paying Kennebec Telephone for transiting services and since that time has made no payments to date, despite request. The amount currently due and owing from Alltel to Kennebec Telephone is approximately \$85,000.

9. To date, Kennebec continues to invoice Alltel for transiting services provided, but Alltel has failed and refused and continues to fail and refuse to make payment in conformance with the invoices. To date, the amounts invoiced, but not paid by Alltel, total approximately \$85,000.

**FIRST CAUSE OF ACTION
BREACH OF IMPLIED CONTRACT**

10. The course of action as described above constitutes an implied contract, under which Alltel, upon submission by Kennebec Telephone of invoices for services provided, was obligated to make payment in conformance with those invoices to Kennebec Telephone.

11. Kennebec Telephone properly submitted invoices to Alltel for payment but Alltel failed and refused and continues to fail and refuse to make payment of those invoices submitted. Alltel's actions constitute a material uncured breach of the implied contract.

12. As a result of Alltel's breach of the implied contract, Kennebec Telephone has suffered and will continue to suffer substantial harm, for which it is entitled to damages which it may prove for such breach of implied contract.

**SECOND CAUSE OF ACTION
UNJUST ENRICHMENT**

13. Kennebec Telephone realleges Paragraphs 1 through 12 above and incorporates them as if set forth fully herein.

14. The services provided for Alltel conferred a benefit upon Alltel.

15. It would be inequitable for Alltel to retain the benefit of the services provided by Kennebec Telephone without properly compensating Kennebec Telephone for the actual amount of the services provided.

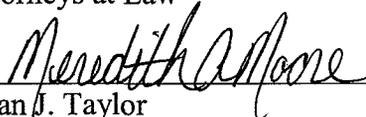
16. Pursuant to the equitable doctrines of quantum meruit and unjust enrichment, Kennebec Telephone is entitled to recover such damages which it may prove before this Commission.

WHEREFORE, Kennebec Telephone requests judgment against Alltel as follows:

1. For Kennebec Telephone's damages in an amount to be proven at a hearing.
2. For pre-judgment interest, post-judgment interest, and the costs of this action as permitted by law.
3. For such other and further relief as the Commission deems just and equitable.

Dated in Sioux Falls, South Dakota, this 20 day of February, 2008.

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