

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

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

Docket No. TC10-026

AFFIDAVIT OF THOMAS J. REIMAN

Thomas J. Reiman, being first duly sworn upon his oath, and in support of Defendant Native American Telecom, LLC's Motion to Stay/Motion to Dismiss, states as follows:

1. I am the President of NATIVE AMERICAN TELECOM ENTERPRISE, LLC (NAT ENTERPRISE), a limited liability company organized under the laws of the State of South Dakota.
2. Native American Telecom, LLC (NAT) is a full-service, tribally-owned limited liability company organized under the laws of the State of South Dakota. NAT's ownership structure consists of the Crow Creek Sioux Tribe (51%) (Tribe), NAT ENTERPRISE (25%), and WideVoice Communications, Inc. (24%) (WideVoice).
3. NAT ENTERPRISE is a telecommunications development company and is a *separate and distinct entity* from NAT. WideVoice is a Competitive Local Exchange Carrier.
4. NAT provides high-speed Internet access, basic telephone, and long-distance services on and within the Crow Creek Sioux Tribe Reservation (Reservation). NAT's services take place exclusively within the exterior boundaries of the Reservation. NAT *does not* provide services within the State of South Dakota outside the exterior

boundaries of the Reservation. As a result of its efforts, NAT has created jobs and provided much-needed economic opportunities on the Reservation.

5. Since beginning its efforts on the Reservation, NAT has provided 110 installations for high-speed broadband and telephone at residential and business locations on the Reservation. Additional installations are taking place on a daily basis.
6. NAT has established an Internet Library with six (6) work stations that provide computer/Internet opportunities for residents that do not otherwise have access to computers.
7. The demand for the Internet Library's services is so great that NAT has built an additional facility on the Reservation that will serve as a full-service communications center offering free Internet, online education classes, computer classes and instruction, and free telephone access to individuals who would otherwise not have access to even these basic services. This state-of-the-art facility is scheduled to open in November 2010.
8. NAT subsidizes these services by providing them free-of-charge. Without NAT's subsidies, most of the Reservation's residents would simply not be able for afford these telecommunications services.
9. NAT has enabled the Reservation to escape the unfortunate and long-standing circumstances that have prevented economic growth. For instance, the residents' inability to pay for telecommunications services is the primary reason why residents were not provided with access to these modern services. As such, without the ability to pay for these modern services, economic growth and viability were impossible.

Now, however, residents are building their own websites to sell their unique native crafts over the Internet. These unprecedented economic opportunities will continue to grow as residents' familiarity with modern services increases.

10. Through NAT's efforts, seven jobs (three full-time and four part-time) have been created on the Reservation. These employment opportunities are substantial considering the well-documented fact that the Reservation's unemployment rate is estimated to be between eighty (80) and ninety (90) percent.
11. Because NAT's unique business structure is based on both Tribal and corporate ownership, the partnering corporations have provided financial and capital investments that are unprecedented on the Reservation. This unique "tribal-private entity partnership" has replaced the "old model" of non-Tribal service entities providing limited services (at best) and having no economic incentive to ensure the Tribe's services grow, prosper, and become profitable. This "old model" has proven to be a failure. Under NAT's business model, however, the more successful NAT becomes, the more economically successful the Tribe becomes.
12. NAT completes Sprint's customers' conference calls. Each month, Sprint bills and collects these call termination fees from its customers. Yet Sprint refuses to pay NAT's termination fees for the services NAT provides. As such, Sprint profits handsomely from these calls. In other words, Sprint bills its customers for the fees, collects the fees from its customers, improperly refuses to distribute their customer's fees to NAT, and makes a handsome profit.

13. NAT does not engage in illegal “traffic pumping.” Sprint knows that NAT’s business model is perfectly legal. Sprint simply sees NAT as a direct competitor. NAT has properly filed federal and tribal tariffs that clearly explain that NAT is offering services to conference providers. NAT’s business has always been conducted with transparency. Sprint’s attempts to somehow claim that NAT’s services and tariffs are improper or illegal is simply incorrect and misleading.
14. NAT’s advanced telecommunications system is located on the Reservation. In fact, NAT’s telecommunications system is located directly behind the Reservation’s Youth Center. Sprint could have easily verified this fact by making a simple visual inspection of NAT’s facilities. Instead, Sprint chooses to submit false and misleading information as to NAT’s operations on the Reservation.
15. Sprint incorrectly asserts that calls do not “terminate” on the Reservation. In fact, calls do “terminate” on the Reservation via NAT’s advanced telecommunications system. Of course, as stated above, NAT’s telecommunications system is located on the Reservation.
16. On December 10, 2009, NAT forwarded its initial “Cover Letter” and Invoices for payment to Defendant Sprint Communications Company, L.P. (Sprint). This “Cover Letter” to Sprint designated CABS Agent as NAT’s billing and collection agency. This “Cover Letter” also provided Sprint with details of NAT’s services, ownership structure, and purpose.
17. Exhibit 8 to my affidavit is NAT’s December 10, 2009, “Cover Letter” to Sprint.

18. Exhibit 9 to my affidavit is NAT's Invoices to Sprint. These Invoices accompanied NAT's December 10, 2009, "Cover Letter" to Sprint.
19. On or about January 4, 2010, Sprint paid NAT's Invoices in the amount of \$18,544.26.
20. On or about February 3, 2010, Sprint paid NAT's Invoices in the amount of \$10,911.96.
21. As a result of these payments, Sprint paid NAT's Invoices in the total amount of \$29,456.22.
22. Beginning in March 2010, Sprint ceased paying NAT's Invoices.

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