



**Diana C. Durham**  
General Attorney  
AT&T Wholesale

AT&T Services, Inc.  
637 Kuehnle Street  
Ann Arbor, MI 48103  
734-994-0751 Telephone  
847-513-0866 Fax  
[diana.durham@att.com](mailto:diana.durham@att.com)

November 7, 2011

**Via Electronic Delivery and U.S. Mail – Certified**

(Please note that Mr. Wiseman and Mr. Menard will receive Certified Letters only)

**pkeiffer@wgblawfirm.com**

E. P. Keiffer  
Wright Ginsberg Brusilow, P.C.  
Republic Center, Suite 4150  
325 N. St. Paul Street  
Dallas, Texas 75201

Russ Wiseman - Secretary/Treasurer  
Halo Wireless  
2351 West Northwest Highway  
Suite 1204  
Dallas, TX 75220

**wsmc@smccollough.com**

**wsmc@dotlaw.biz**

W. Scott McCollough  
Attorney at Law  
1250 South Capital of Texas Highway Bldg. 2-235  
West Lake Hills, TX 78746

Jason Menard  
Consultant Interconnection Manager  
Halo Wireless  
2351 West Northwest Highway  
Suite 1204  
Dallas, TX 75220

**twallace@halowireless.com**

Todd Wallace  
CTO  
3437 W. 7th Street  
Box 127  
Fort Worth, TX 76107

**Re: Missouri 251/252 Interconnection Agreement between Halo Wireless, Inc. and Southwestern bell Telephone Company d/b/a AT&T Missouri, executed by Halo on May 4, 2010 (“interconnection agreement” or “ICA”); AT&T Missouri’s Demand That Halo Wireless, Inc. Immediately Cease and Desist from its Material Breaches of the Terms and Conditions of the Missouri 251/252 Interconnection Agreement Between AT&T Missouri and Halo Wireless, Inc., and AT&T Missouri’s Notice That It Is Invoking Dispute Resolution Pursuant to the Interconnection Agreement.**

Dear Messrs. Keiffer, McCollough, Wallace, Wiseman and Menard:

**Introduction.**

Southwestern Bell Telephone Company d/b/a AT&T Missouri, as the incumbent local exchange carrier that is a party to the interconnection agreement referenced above, hereby demands that Halo Wireless, Inc. (“Halo” or “Halo Wireless”) immediately cease and desist from material breaches of the terms and conditions of the parties’ ICA. Such material breaches include (but are not limited to): (1) sending non-wireless-originated traffic to AT&T Missouri, in breach of the ICA’s requirement that Halo’s traffic consist of wireless-originated traffic; and (2) manipulating originating Signaling System 7 (“SS7”) data with regard to the charge number on the calls sent by Halo to AT&T Missouri, in an apparent attempt to hide or disguise the origin and type of traffic from AT&T Missouri.

[pkeiffer@wglawfirm.com](mailto:pkeiffer@wglawfirm.com)

E. P. Keiffer  
Wright Ginsberg Brusilow, P.C.  
Republic Center, Suite 4150  
325 N. St. Paul Street  
Dallas, Texas 75201

Russ Wiseman - Secretary/Treasurer  
Halo Wireless  
2351 West Northwest Highway  
Suite 1204  
Dallas, TX 75220

[wsmc@smccollough.com](mailto:wsmc@smccollough.com)[wsmc@dotlaw.biz](mailto:wsmc@dotlaw.biz)

W. Scott McCollough  
Attorney at Law  
1250 South Capital of Texas Highway Bldg. 2-235  
West Lake Hills, TX 78746

Jason Menard  
Consultant Interconnection Manager  
Halo Wireless  
2351 West Northwest Highway  
Suite 1204  
Dallas, TX 75220

[twallace@halowireless.com](mailto:twallace@halowireless.com)

Todd Wallace  
CTO  
3437 W. 7th Street  
Box 127  
Fort Worth, TX 76107  
November 7, 2011  
Page 2.

**1. Halo Wireless Must Cease and Desist from Sending Wireline-Originated Traffic to AT&T Missouri and Its Scheme to Avoid (or Conspiring to Avoid) the Payment of Access Charges for Traffic That is Subject to Access Charges.**

Halo is engaged in a scheme to avoid paying access charges to AT&T Missouri for traffic that is lawfully subject to access charges. Specifically, the scheme consists of Halo's aggregation of interexchange wireline-to-wireline traffic and other third-party traffic that Halo then routes to AT&T Missouri as if it were Halo-originated wireless traffic. The scheme also includes the alteration of charging number data. Such scheme is a material breach of the parties' ICA, and AT&T Missouri hereby demands that Halo cease and desist from such scheme.

**a. Halo Wireless Must Cease and Desist from Sending to AT&T Missouri Wireline-Originated Traffic.**

Halo Wireless is sending AT&T Missouri non-wireless-originated traffic, *i.e.*, wireline-to-wireline traffic, in material breach of the parties' ICA. The following Whereas Clause, which the parties added through an amendment to the ICA when Halo adopted the ICA, makes this clear:

**Whereas, the Parties have agreed that this Agreement will apply only to (1) traffic that originates on AT&T's network or is transited through AT&T's network and is routed to Carrier's wireless network for wireless termination by Carrier; and (2) traffic that originates through wireless transmitting and receiving facilities before Carrier delivers traffic to AT&T for termination by AT&T or for transit to another network. (Emphasis added).**

The traffic that Halo is sending AT&T Missouri does not fall into either of these categories. The traffic sent by Halo is not AT&T Missouri-originated traffic and is not traffic transited through AT&T Missouri's network and routed to Halo for wireless termination. Therefore, it does not fall within the first category specified in the Whereas Clause cited above. Nor is the traffic in question *originating* wireless traffic before Halo delivers it to AT&T Missouri for termination or for transit to another carrier, and therefore does not fall within the second category specified in the Whereas Clause cited above.

The wireline-originated traffic that Halo is sending to AT&T Missouri is not permitted by the ICA. Accordingly, Halo Wireless is in violation of the parties' ICA. Halo Wireless must cease and desist from this violation.

pkeiffer@wglawfirm.com

E. P. Keiffer  
Wright Ginsberg Brusilow, P.C.  
Republic Center, Suite 4150  
325 N. St. Paul Street  
Dallas, Texas 75201

wsmc@smccollough.comwsmc@dotlaw.biz

W. Scott McCollough  
Attorney at Law  
1250 South Capital of Texas Highway Bldg. 2-235  
West Lake Hills, TX 78746

twallace@halowireless.com

Todd Wallace  
CTO  
3437 W. 7th Street  
Box 127  
Fort Worth, TX 76107  
November 7, 2011  
Page 3.

Russ Wiseman - Secretary/Treasurer  
Halo Wireless  
2351 West Northwest Highway  
Suite 1204  
Dallas, TX 75220

Jason Menard  
Consultant Interconnection Manager  
Halo Wireless  
2351 West Northwest Highway  
Suite 1204  
Dallas, TX 75220

**b. Halo Wireless Must Cease and Desist from Sending AT&T Missouri Traffic That Does Not Originate with Halo Wireless' End-Users.**

In further material breach of the ICA, Halo Wireless is sending AT&T Missouri wireless traffic that does not originate with Halo Wireless' own end-users. With regard to traffic that Halo Wireless sends to AT&T Missouri, the ICA is designed solely for traffic originated by Halo Wireless customers on wireless facilities. *See* Whereas Clause quoted above, ICA §§ 3.1.1, 3.2.1, 3.2.3.3. By sending traffic to AT&T Missouri that does not originate with Halo Wireless' end-users, Halo Wireless is in violation of the ICA. Accordingly, AT&T Missouri hereby demands that Halo Wireless immediately cease and desist from sending AT&T Missouri traffic that does not originate on Halo Wireless' network.

**c. Halo Wireless Must Cease and Desist from Altering and/or Deleting the Charge Party Number on the Calls that it Sends to AT&T Missouri.**

The failure of Halo Wireless to deliver the true Charge Party ("CP") number is another material breach of the parties' ICA and is in violation of state and federal laws. Charge Party numbers are associated with the originating end user, *e.g.*, a PBX with a listed directory number and multiple station numbers working behind it. Halo is inserting a different CP into the signaling data stream, in violation of industry practices. Halo's practices breach Section 3.2.4 of the parties' ICA, which states that the origination point for calls from Halo will be the cell site/base station which serves the calling party at the time the call begins. By failing to provide call data that accurately identifies the actual calling party at the beginning of the call, and thus from identifying the actual origination point of the call, Halo is preventing AT&T Missouri from being able to accurately measure and bill calls delivered by Halo as being Local or CMRS calls or something else. By doing so, Halo is in violation of the ICA.

In addition, Halo's failure to provide accurate CP is in violation of the federal Truth in Caller Identification Act, which provides:

**In General - It shall be unlawful for any person within the United States, in connection with any telecommunications service or IP-enabled voice service, to cause any caller identification service to knowingly transmit misleading or inaccurate caller identification information with the intent to defraud, cause harm, or wrongfully obtain anything of value, unless such transmission is exempted pursuant to paragraph (3)(B).**

47 U.S.C. § 227(e)(1).

**pkeiffer@wglawfirm.com**

E. P. Keiffer  
Wright Ginsberg Brusilow, P.C.  
Republic Center, Suite 4150  
325 N. St. Paul Street  
Dallas, Texas 75201

**wsmc@smccollough.com**

**wsmc@dotlaw.biz**

W. Scott McCollough  
Attorney at Law  
1250 South Capital of Texas Highway Bldg. 2-235  
West Lake Hills, TX 78746

**twallace@halowireless.com**

Todd Wallace  
CTO  
3437 W. 7th Street  
Box 127  
Fort Worth, TX 76107  
November 7, 2011  
Page 4.

Russ Wiseman - Secretary/Treasurer  
Halo Wireless  
2351 West Northwest Highway  
Suite 1204  
Dallas, TX 75220

Jason Menard  
Consultant Interconnection Manager  
Halo Wireless  
2351 West Northwest Highway  
Suite 1204  
Dallas, TX 75220

Further, FCC rules prohibit Halo's practices. *See, e.g.*, 47 CFR 64.1601, and Rules and Regulations Implementing the Truth in Caller ID Act of 2009 (WC Docket No. 11-39; FCC 11-41; rel. March 9, 2011); Rules and Regulations Implementing the Truth in Caller ID Act of 2009 (WC Docket No. 11-39; rel. June 22, 2011). Accordingly, Halo Wireless must immediately cease and desist from altering and/or deleting CP, provided via the SS7 network, and, going forward, Halo must transmit accurate CP for all calls that it delivers to AT&T Missouri.

**Conclusion.**

In conclusion, AT&T Missouri hereby demands that Halo Wireless immediately cease and desist from the breaches of the parties' ICA described herein.<sup>1</sup>

Very truly yours,



Diana C. Durham

---

<sup>1</sup> Although as result of Halo's bankruptcy petition AT&T Missouri is not at this time seeking monetary payment regarding the issues addressed in this demand letter, AT&T Missouri does reserve all rights to pursue the amounts Halo owes it with regard to these issues at the proper time and in the proper forum to the full extent allowed by law.