

which the called party is located. This is not consistent with the long line of FCC and state commission cases that hold that the jurisdiction and nature of a call is determined by the locations of the calling and called party.³⁶ And finally, even if Halo could be deemed to provide CMRS to its ESP customer, the location of the calling party and not the location of the ESP's "mobile device" would determine the jurisdiction of the call.

2. The MoPSC and FCC Have Held that VOIP Traffic is Subject to Compensation Obligations

The MoPSC has held that VoIP traffic is subject to compensation, including access charges. Section 392.550.2 of the Revised Statutes of the State of Missouri provides as follows:

Interconnected voice over internet protocol service shall be subject to appropriate exchange access charges to the same extent that telecommunication services are subject to such charges.

Recently in an arbitration proceeding between AT&T, on the one hand, and Global Crossing Telemanagement Inc. and Global Crossing Local Services Inc., ("Global Crossing"), on the other hand, the MoPSC was required, among other things, to decide how AT&T and Global Crossing shall bill one another for traffic exchanged over the public switched telephone network (PSTN) that uses internet protocol (IP) at some point in such traffic. The MoPSC resolved the dispute by adopting neither party's proposed language and directed that the following language be inserted into their interconnection agreement:

Consistent with Missouri law, interconnected voice over Internet protocol traffic that is not within one local exchange is subject to access charges as is any other switched traffic, regardless of format.³⁷

Accordingly, Missouri law is clear that VoIP traffic, to the extent it originates and terminates in different local exchanges, is subject to access charges just like telecommunications traffic. Therefore, Halo's "High Volume" VoIP traffic is fully subject to applicable access charges. This is consistent with the FCC's determination that a VoIP provider's ability to interconnect with a LEC through a telecommunications carrier numbering partner is conditioned upon the numbering partner entering into a Section 251 arrangement to compensate the LEC.³⁸ Halo has not done this, and the Missouri RLECs are under no obligation to terminate the VoIP traffic of Halo's ESP customer.

As discussed above, Halo appears to have no *bona fide* CMRS traffic. To the extent that any of the traffic is CMRS, a substantial percentage of such CMRS traffic is interMTA traffic subject to access charges.³⁹ Therefore, the Missouri RLECs properly billed Halo for terminating

³⁶ For example, a call that originates and terminates in the same state does not become an interstate call merely because it may be carried by facilities that cross a state line.

³⁷ MoPSC File No. IO-2011-0057, Decision issued December 15, 2010, p. 18-19.

³⁸ *In re Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act of 1934, as Amended, to Provide Wholesale Telecommunications Services to VoIP Providers*, 22 FCC Rcd 3513 at ¶ 14 (2007) ("Time Warner").

³⁹ Halo's argument that all of its traffic is intraMTA is based on the notion that its "base station" through which a Halo call is routed is located in the same MTA as the Missouri RLEC exchange in which the call terminates. Even

Halo's traffic, and such traffic was fully subject to applicable MoPSC requirements. To the extent that Halo may provide some intraMTA CMRS, Halo should have negotiated with the Missouri RLECs, specifically with Citizens and Green Hills pursuant to their requests under Section 20.11(e) of the FCC's Rules, to resolve the issue and adopt appropriate interconnection arrangements. In addition, Halo should have requested interconnection and negotiated appropriate interconnection arrangements for the termination of its VoIP traffic. As discussed below, however, Halo chose instead to maneuver to avoid negotiations and the payment of any terminating compensation.

V. Halo Has Erected a Straw Man Barrier to Negotiating Indirect Interconnection and Compensation Arrangements with the Missouri RLECs.

Halo has erected an elaborate straw man barrier to negotiating indirect interconnection and compensation arrangements with the Missouri RLECs pursuant to Sections 251(a) and 251(b) of the Act and FCC Rule 20.11(e). Essentially, Halo argues that it cannot obtain interconnection and the establishment of appropriate compensation arrangements as a requesting carrier because the Missouri RLECs may assert the Section 251(f) rural exemption to the obligations of Section 251(c).⁴⁰ Halo argues that some rural telephone companies have asserted, and "at least two states" have agreed, that if a rural LEC is exempted from the obligations of Section 251(c), then there is no duty to negotiate in good faith, there is nothing for the state to arbitrate, and there are no remaining standards that the state commission must apply in arbitrating any dispute.⁴¹ Halo speculates that as a requesting carrier it would have no way to force the Missouri RLECs to negotiate in good faith toward reasonable terms for interconnection under the procedures of Section 252, and therefore "state-level arbitration is not an option if and to the extent Halo is the requesting carrier."⁴² Halo also argues that it is not required to negotiate a Section 251(a) indirect interconnection arrangement in the context of a Section 252 proceeding.⁴³

In Halo's view, if the Missouri RLECs do not want to accept "default" bill and keep for all traffic, then under the *T-Mobile Order*⁴⁴ and implementing rules, the Missouri RLECs must

by Halo's own logic and description of its network, however, all calls from Halo to customers of Mark Twain would be interMTA calls subject to access charges. Mark Twain's service area is located entirely within the St. Louis MTA. Because of the way the MTA boundaries are drawn in Missouri, and the differences between MTA and LATA boundaries, however, Mark Twain's exchanges subtend the AT&T tandem in Kansas City, in the Kansas City, MTA, but Mark Twain's customers are located in the St. Louis MTA. By Halo's own explanation of its network, calls bound for Mark Twain would be handled by Halo's base station in Junction City, KS for transit through AT&T's Kansas City LATA tandem. These calls to Mark Twain end users, however, cross the MTA boundary and would terminate in the St. Louis MTA. Therefore, by Halo's own logic, *all* calls to Mark Twain would be interMTA calls subject to access charges, and Halo's refusal to pay bills from Mark Twain based upon access rates cannot be justified based on Halo's contention all of this traffic is intraMTA. This anomaly is not limited to Mark Twain. A number of the exchanges served by Mid-Missouri, Northeast, and Chariton Valley subtend AT&T's Kansas City tandem, but are located in the St. Louis MTA.

⁴⁰ See, e.g., Complaint pp. 12-14.

⁴¹ See *id.*

⁴² *Id.* at p. 15.

⁴³ See, e.g., 2/14/11 Letter from Halo Wireless, Complaint Exhibit 11.

⁴⁴ *In re Developing a Unified Inter-carrier Compensation Regime, T-Mobile et al. Petition for Declaratory Ruling Regarding Incumbent LEC Wireless Termination Tariffs*, Declaratory Ruling and Report and Order, CC Docket 01-92, FCC 05-42, 20 FCC Rcd 4855 (2005) ("*T-Mobile Order*").

“request” direct interconnection with Halo.⁴⁵ According to Halo, once the RLECs “request” interconnection, they are subject to all of the obligations of Section 251(c) and must directly interconnect at a technically feasible point on Halo’s network using packet-switched 4G technology rather than the circuit-switched technology currently used in the Missouri RLEC’s networks.⁴⁶

Halo’s arguments are without merit, and the Missouri LECs will not attempt to address every disputed or incorrect point in Halo’s Complaint regarding interconnection.⁴⁷ What is significant to note, is that Halo is engaging in elaborate contortions and maneuvering to avoid the establishment of interconnection and compensation arrangements between the parties in order to continue to avoid paying *any* compensation for *any* traffic.

The Missouri RLECs have not asserted the Section 251(f) exemption from the obligations of 251(c) and have reached agreements – primarily through negotiation, but where necessary through arbitration – with every other CMRS carrier in Missouri.⁴⁸ The MoPSC has asserted jurisdiction over, and has arbitrated Section 251(a)/251(b) indirect interconnection agreements between LECs and CMRS carriers, and has established company-specific Total Element Long Run Incremental Costs (TELRIC)-based pricing.⁴⁹ Accordingly, the MoPSC is the appropriate forum for resolving the interconnection and compensation arrangements between Halo and the Missouri RLECs, and, if necessary, Halo can obtain resolution of any disputed issues through the Section 252 process.

Halo’s tortured reading of the *T-Mobile Order* and implementing rules is incorrect. Contrary to Halo’s argument, the Missouri RLECs are not required to “request interconnection” pursuant to Section 251(c) in order to trigger a wireless carrier’s obligations under the *T-Mobile Order* and FCC Rule 20.11(e). Nor are they required to “request” Halo to submit to commission arbitration. In the *T-Mobile Order* and Rule 20.11(e), the FCC addressed the concern of small incumbent LECs that they would be unable to obtain a compensation arrangement “by providing them with a new right to initiate a section 252 process through which they can obtain a reciprocal compensation arrangement with any CMRS provider.”⁵⁰ As Halo noted in its Complaint, the FCC knew that most small LECs and CMRS carriers are interconnected indirectly. Accordingly, it would have been inefficient and nonsensical for the FCC to require the small LEC to request direct interconnection with the CMRS carrier in order to effectuate a reciprocal compensation arrangement pursuant to Section 251(b).

⁴⁵ See Complaint at pp. 16-17.

⁴⁶ See *id.* at p. 17.

⁴⁷ Resolution of these complex factual and legal issues is appropriate before the MoPSC in an arbitration or complaint proceeding and wholly inappropriate for resolution on the Accelerated Docket. Citizens and Green Hills anticipate filing petitions for arbitration with the MoPSC of these disputed interconnection matters once the arbitration window opens pursuant to Citizens and Green Hills’ Rule 20.11(e) requests to Halo.

⁴⁸ At no time have the Missouri RLECs asserted the rural exemption as an impediment to such negotiations or arbitration. The Missouri RLECs generally deny Halo’s allegation that they have failed to negotiate in good faith.

⁴⁹ See, e.g., *in re Petition for Arbitration of Unresolved Issues in a Section 251(b)(5) Agreement with T-Mobile USA, Inc.*, Arbitration Order, Case No. TO-2006-0147 *et al.* (MoPSC 2006) (consolidated arbitration proceeding including Citizens, Green Hills and Mark Twain), *subsequent history omitted*; *in re Petition of Alma Telephone Company for Arbitration of Unresolved Issues Pertaining to a Section 251(b)(5) Agreement with T-Mobile USA, Inc.*, Arbitration Report, Case No. IO-2005-0468 (MoPSC 2005) (consolidated arbitration including Chariton Valley, Mid-Missouri, and Northeast), *subsequent history omitted*.

⁵⁰ *T-Mobile Order* RFA ¶ 20.

Green Hills and Citizens also dispute Halo's claims that they have not properly invoked Section 20.11(e) or negotiated in good faith. In fact, it is Halo that is not acting in good faith. Halo misstates the Missouri RLECs' position when it states that the Missouri RLECs expect Halo "to simply sign their proffered terms containing non-cost-based prices using legacy interconnection methods rather than modern IP based technology. . ."⁵¹ First, this statement is at odds with the 12/30/10 letter from W.R. England, III,⁵² which states as follows:

Citizens and Green Hills currently have a number of Traffic Termination or Interconnection Agreements with wireless carriers for the indirect interconnection and exchange of intraMTA wireless traffic and they would propose using one of those arrangements as a starting point for purposes of these negotiations.

(emphasis added). Clearly this is not a "take-it-or-leave-it" proposition.

Second, Halo neglects to inform the FCC that, in a March 4, 2011, telephone conversation with Citizens' and Green Hills' counsel, Halo was advised that, as a result of a MoPSC arbitration case between a number of Missouri RLECs, on the one hand, and T-Mobile and Cingular, on the other hand, the MoPSC has established cost-based rates, based on TELRIC, for these companies. Counsel for Citizens and Green Hills followed up that telephone conversation with an email to Halo's General Counsel containing a summary of the terms of those arbitrated agreements, including their company-specific, TELRIC-based rates, interMTA factors and other traffic factors. In addition, counsel for Citizens and Green Hills supplied copies of actual agreements which resulted from that arbitration. A copy of this email correspondence to Halo is attached to this letter as Attachment No. 2. In short, the Missouri RLECs have not claimed exempt status under Section 251(f) for purposes of negotiating an agreement with wireless carriers or with Halo, nor have the Missouri RLECs proffered an existing agreement as a "take-it-or-leave-it" agreement for purposes of interconnection.

The Missouri RLECs remain willing to work with Halo to negotiate arrangements and to engage in the Section 252 process, including MoPSC arbitration if necessary. It is Halo that has maneuvered to erect barriers to the establishment of an interconnection and compensation arrangements and that has refused to fully compensate the Missouri RLECs as required. It is Halo's actions that forced the Missouri RLECs to avail themselves of the remedies available under the MoPSC ERE Rules.

VI. Halo Is Failing to Deliver Required Originating Caller Information.

The Missouri ERE Rules require an originating carrier or traffic aggregator to deliver originating caller identification.⁵³ The ERE Rules define originating caller identification as "the ten (10)-digit telephone number of the caller who originates the telecommunication that is placed

⁵¹ Complaint at p. 9.

⁵² Exhibit 2 to the Complaint.

⁵³ See 4 CSR 240-29.040(1) & (5).

on the LEC-to-LEC network. This feature is also known as . . . calling party number (CPN) . . .”⁵⁴ The ERE Rules also provide, “The originating telephone number shall be the telephone number of the end user responsible for originating the telephone call.”⁵⁵

The Missouri RLECs believe that Halo is failing to deliver the caller identification information required by the ERE Rules and industry standards and that Halo’s practices also may violate the Truth in Caller Identification Act.⁵⁶ Halo vociferously denies that it is failing to pass required call information.⁵⁷ This issue is extremely complex. It will require technical discovery and expert analysis to determine whether Halo is in fact complying with the law and applicable industry standards. Currently, Halo is in exclusive possession of most of the information necessary to resolve this matter.

What the Missouri RLECs *do know*, however, is that prior to mid-February of 2011, they were receiving information that allowed them to identify the telephone number of the actual calling party. This originating caller identification information indicated that “Halo” calls actually were originating from callers with numbers assigned to various wireline and third-party wireless carriers. After the Missouri RLECs questioned Halo about this traffic, the Missouri RLECs stopped receiving the originating caller identification of the calling party. Instead, originating caller identification information reflects the same Halo number. This change strongly suggests that Halo and/or its ESP partner altered the information that they send to the Missouri RLECs in order to further the access avoidance scheme. To the extent that Halo’s “service package” could allow its ESP partner “options and capabilities” that may include failing to deliver or altering the originating caller identification of the end user that actually initiates a telephone call, then the terms and conditions of Halo’s service to its ESP customer, as well as Halo’s relationship to its ESP customer are relevant to Halo’s compliance with applicable law and resolution of this issue.⁵⁸

What the Missouri RLECs also know, is that this highly technical issue is not appropriate for consideration on the Accelerated Docket.

VII. Blocking Halo’s Traffic from the LEC-to-LEC Network Pursuant to the MoPSC ERE Rules Is Not an Unjust or Unreasonable Practice in Violation of Section 201(b) of the Act.

Halo alleges that the Missouri RLECs violated section 201(b) of the Act by engaging in call blocking without FCC permission.⁵⁹ Halo also argues that this matter may not be resolved by the MoPSC and must be resolved by the Commission because the traffic at issue is jurisdictionally interstate. The Missouri RLECs disagree.

⁵⁴ 4 CSR 240-29.020(28).

⁵⁵ 4 CSR 240-29.040(6).

⁵⁶ Pub. L. No. 111-331, codified at 47 U.S.C. § 227(e). The Truth in Caller ID Act prohibits anyone in the United States from causing any caller identification service to knowingly transmit misleading or inaccurate caller ID information with the intent to defraud, cause harm, or wrongfully obtain anything of value.

⁵⁷ See Complaint at pp. 17-20.

⁵⁸ Should Halo file an Accelerated Docket complaint, in addition to the signaling information that Halo says it will automatically produce, see Complaint at p. 20, Halo also must produce contracts with its ESP and information regarding the relationship of Halo and its ESP partner as this information is relevant to resolution of the issues in this dispute. See 47 C.F.R. § 1.729(i)(1).

⁵⁹ See Complaint at p. 23.

The Missouri RLEC's implementation of remedies pursuant to the MoPSC ERE Rules is not an unjust and unreasonable practice prohibited by Section 201(b) of the Act and is consistent with FCC precedent. Although the FCC has held that unreasonable call blocking, especially when employed as a self help measure, is not permitted, the FCC has allowed call blocking in limited circumstances.⁶⁰ Specifically, the FCC has allowed call blocking in order to prevent a scheme to game access charge payments.⁶¹ As explained above, the Missouri RLECs believe that Halo is engaged in a scheme to deliver wireline and VoIP interexchange traffic as if it were intraMTA CMRS traffic in order to avoid lawful access charges. Frustration of this access avoidance scheme pursuant to lawful MoPSC rules falls squarely within the limited circumstances exception to the FCC's general call blocking prohibition.⁶²

The Missouri RLECs actions in this dispute also is consistent with the Act and FCC rules, because the Missouri RLECs did not engage in self help,⁶³ but rather invoked state law procedures, the MoPSC's ERE Rules. These rules, which were adopted after a lengthy and carefully considered proceeding, set out clear rules for carriers utilizing the FGC LEC-to-LEC network in Missouri. The rules protect the integrity of the Missouri FGC LEC-to-LEC network. Notably, they limit the type of traffic that may be routed on that network, and establish record exchange, compensation, and signaling requirements regarding traffic on the network.

The ERE Rules also establish a procedure that requires the tandem provider to block traffic from the LEC-to-LEC network if a carrier does not follow the rules. Notably, the tandem provider is required to block traffic if the originating carrier and/or traffic aggregator in question has failed to fully compensate the terminating carrier or failed to deliver originating caller identification.⁶⁴

The rules also establish due process procedures for a carrier that is to be blocked to challenge the requested blocking in a MoPSC proceeding. Specifically, the carrier whose traffic is to be blocked may file a complaint with MoPSC and the tandem provider must cease preparations to implement blocking until the MoPSC resolves the matter.⁶⁵

As discussed above, Halo has refused to pay lawful charges, and to otherwise enter into arrangements for compensation. The MoPSC ERE Rules allow blocking for Halo's failure to fully compensate the Missouri RLECs, and this action is consistent with the Act and FCC law. The FCC also has made clear that its general blocking prohibition does not apply to blocking for nonpayment of bills or violations of applicable terms and conditions of valid access tariffs, (a

⁶⁰ See *in re Establishing Just and Reasonable Rates for Local Exchange Carriers, Call Blocking by Carriers*, WC Docket No. 07-135, Declaratory Ruling, 22 FCC Rcd 11629 (WCB 2007) ("*Declaratory Ruling*").

⁶¹ See *Total Telecommunications Services, Inc. and Atlas Telephone Company, Inc. v. AT&T Corp.*, Memorandum Opinion and Order, 16 FCC Rcd 5726 (2001).

⁶² In addition and as noted above, Halo was not authorized to operate wireless facilities in Kansas or Missouri until April 15, 2011.

⁶³ See *Declaratory Ruling, supra*, ¶ 5 ("By issuing this Declaratory Ruling, we seek to alleviate any possible confusion by clarifying that carriers cannot engage in self help by blocking traffic to LECs allegedly engaged in the conduct described herein.").

⁶⁴ See 4 CSR 240-29.130(2) & (3).

⁶⁵ See 4 CSR 240-29.130(9) & (10) (Originating carrier and/or traffic aggregator may "immediately seek action by the commission through the filing of a formal complaint...[and] shall include a request for expedited resolution.").

April 19, 2011
Page 16 of 19

point implicitly conceded by Halo in its Complaint).⁶⁶ The ERE Rules have the force of law, and accordingly, failure to comply with ERE requirements is an even more serious offense than failing to comply with the conditions of a tariff.⁶⁷

Equally as important, the MoPSC rules require carriers utilizing the LEC-to-LEC network in Missouri to deliver originating caller identification information. As discussed above, Halo is not delivering this required information and the MoPSCs rules clearly provide for blocking in order to protect the network and the carriers that make up the network.

Moreover, the blocking instituted in this case is limited. Consistent with the MoPSC rules, the blocking only prevents Halo traffic from being transited through the AT&T tandem on FGC trunks on the LEC-to-LEC network. The blocking implements reasonable trunking limitations contained in the ERE Rules which generally prohibit carriers from sending interexchange traffic on FGC trunks unless otherwise approved by the MoPSC.⁶⁸ Halo violated the terms of use of the FGC trunks, but has other means to deliver its traffic to the Missouri RLECs. Notably, Halo can properly route its interexchange traffic on the interexchange network and/or take numerous other steps to prevent or alleviate the blocking.

Finally, Halo had a due process opportunity to participate before the MoPSC to demonstrate that its traffic should not be blocked. It declined to do so. Although Halo claims that it is not subject to the ERE rules, Halo has chosen not to raise that issue before the MoPSC or in any way avail itself of the state law procedures that could have avoided the implementation of the call blocking remedy.⁶⁹ Instead, Halo is attempting to use the FCC's Accelerated Docket procedures to engage in an improper collateral attack on MoPSC administrative remedies and avoid or at least further delay paying lawful intercarrier compensation. Halo failed to avail itself of any of the appropriate procedures at the MoPSC, and the FCC should not entertain Halo's collateral attack on the MoPSC's rules.

It is apparent to the Missouri RLECs that Halo is aggregating access traffic but refusing to pay the prescribed compensation for such traffic. Halo also is refusing to negotiate

⁶⁶ See, e.g., in the *Matter of Local Exchange Carrier Blocking of Feature Group B Traffic Transiting Access Tandems*, 61 Rad. Reg. 2d (P & F) 437 (CCB 1986) at n. 11 (emphasis supplied), in which the FCC clarified: Some confusion apparently was engendered by our statement in the Iowa Order to the effect that the existence of a dispute over the appropriate compensation level does not provide ECs [exchange carriers] with grounds for denying interconnection for interstate telecommunication services. [citations omitted]. *Several parties contend that this is a blanket prohibition that does not allow ECs to block calls for the nonpayment of bills or for other violations of valid access tariffs. Nothing in the language of the Iowa Order should be read to bar denial of service in accord with proper tariff provisions for such acts as nonpayment of bills or other violations of access tariff terms and conditions.*

⁶⁷ Halo's argument that the Missouri RLECs violated various Part 63 rules likewise fails as these provisions are generally not applicable to the denial of service for lack of payment or violation of applicable terms and conditions. Moreover, these rules are applicable when a carrier seeks to "discontinue, reduce or impair interstate or foreign telephone or telegraph service to a community, or a part of a community" and that is not the case here. See 47 C.F.R. § 63.61.

⁶⁸ See 4 CSR 240-29.010(1).

⁶⁹ Halo asserts that the MoPSC ERE Rules do not apply. The Missouri RLECs disagree and can provide full legal analysis to the Division if requested. The determination of whether or not the MoPSC rules apply or not, however, is a matter that should have been raised with and decided by the MoPSC pursuant to its lawfully adopted procedures and process. It is not a matter appropriate for resolution on the Accelerated Docket.

compensation arrangements unless the Missouri RLECs structure the “request” and negotiation in the manner demanded by Halo. Further, Halo has failed to deliver the required call identification information and is violating the terms of use of the FGC network. Accordingly, the Missouri RLECs availed themselves of the lawfully adopted remedy available under the ERE Rules. The MoPSC has adopted rules for use of the LEC-to-LEC telephone network in Missouri. Halo has not followed those rules, and the Missouri RLEC’s invocation of the ERE Rules to prevent Halo’s abuse of the Missouri network is just and reasonable under the circumstances and consistent with the Act and FCC rules.

VIII. The Missouri RLECs Have Not Violated Section 201(b) by Blocking VoIP Traffic.

Halo’s argument that the blocking of VoIP traffic received from Halo’s ESP partner is a separate violation of Section 201(b) of the Act also fails. The Commission has made absolutely clear that wireline originated interexchange traffic remains subject to lawful access charges despite the fact that the traffic may at some point be routed over IP facilities⁷⁰ and has expressly refused to forbear from applying access charges to voice embedded Internet communications.⁷¹ Indeed, with respect to interconnected VoIP services, the Commission has yet to rule whether such services are information service or telecommunications services. If they are the former, the Missouri RLECs are under no duty to provide interconnection or exchange access services under Section 251 of the Act.⁷² While the FCC has held that certain information providers can obtain interconnection by partnering with a wholesale telecommunications services provider that is covered by Section 251 of the Act, the Commission has also made it abundantly clear that such interconnection arrangements are conditioned on the wholesale provider’s assumption of responsibility for compensating the incumbent local exchange carrier for the termination of traffic under a Section 251 arrangement between the two parties.⁷³ In the present case, Halo has repeatedly refused to assume this compensation responsibility thereby relieving the Missouri RLECs of any obligation under the Act to terminate the VoIP traffic generated by Halo’s ESP partner.

IX. This Dispute Is Not Appropriate for Resolution on the Accelerated Docket

This dispute is not appropriate for consideration and resolution on the Accelerated Docket for numerous reasons. First, prior to April 15, 2011, Halo was not authorized to operate the wireless facilities through which the traffic at issue allegedly was being delivered. The FCC should not entertain an accelerated complaint regarding traffic which Halo lacked authority to generate.

⁷⁰ *In re Petition for Declaratory Ruling that AT&T’s Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, 19 FCC Rcd 7457 (2004).

⁷¹ *In the Matter of Feature Group IP Petition for Forbearance From Section 251(g) of the Communications Act and Sections 51.701(b)(1) and 69.5(b) of the Commission’s Rules*, 24 FCC Rcd 1571 (2009), *recon. den.* 25 FCC Rcd 8867 (2010).

⁷² *In re Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act of 1934, as Amended, to Provide Wholesale Telecommunications Services to VoIP Providers*, 22 FCC Rcd 3513 (2007) (“*Time Warner*”) ¶ 14.

⁷³ *See id.* at ¶ 17. As noted above, Missouri law is clear that VoIP traffic, to the extent it originates and terminates in different local exchanges, is subject to access charges just like telecommunications traffic. *See* note 37 *supra*, and accompanying text.

Second, the numerous and complex issues of this dispute are not suited for a decision under the constraints of the Accelerated Docket.⁷⁴ The dispute involves numerous complex issues that are either highly factual or legally complex or both. These include, without limitation, determining: the extent to which Halo is aggregating and attempting to disguise wireline, LEC-originated traffic as CMRS traffic in order to avoid paying access; the nature of Halo's traffic, and whether there is any bona fide CMRS traffic (and if so whether it is InterMTA); the equipment used in Halo's operations and its capabilities; Halo's relationship with its alleged ESP numbering partner; whether the ERE Rules apply; whether Halo's access avoidance scheme justifies application of the Missouri ERE Rules; whether federal law preempts the Missouri ERE Rules; the respective interconnection obligations of the parties and resolution of their differing interpretations of the *T-Mobile Order*; whether Halo is complying with applicable signaling and billings orders, rules, and requirements and delivering caller identification information.

Third, these issues will require extensive and complex discovery and fact finding. This will include such matters as the SS7 signaling messages, call detail records, billing records, information regarding the type of equipment used by Halo's customers, and extensive discovery for resolution of the issues noted above and as otherwise noted herein. The discovery of this information will not be possible under the constraints of the Accelerated Docket,⁷⁵ and would best be handled (and typically is handled) in a state commission proceeding.

Forth, the dispute is inappropriate for resolution on the Accelerated Docket because Halo failed to exhaust its remedies before the MoPSC. Halo could file a complaint with the MoPSC and request expedited consideration of these disputed matters. The MoPSC in the first instance would be the appropriate fact-finding body to consider and resolve this dispute.

Fifth, the dispute is wholly inappropriate for resolution on the Accelerated Docket because Halo requests preemption of validly adopted rules of the MoPSC.⁷⁶ The MoPSC should be a party to any proceeding seeking to preempt or otherwise negate the effect of the MoPSC's rules, and the Accelerated Docket is not an appropriate process for a collateral attack on the MoPSC rules.

Sixth, this dispute is the leading edge of similar disputes with telephone companies all across Missouri. The Missouri RLECs adamantly believe that the MoPSC is the proper forum for resolving these matters pursuant to due process and procedures provided under the MoPSC's rules. This matter could be resolved globally through a MoPSC proceeding and/or commission arbitration, whereas FCC consideration of the issues will of necessity be piecemeal and will only lead to further MoPSC proceeding.

Seventh, expedited resolution of this dispute on Accelerated Docket will not advance competition in the telecommunications market because Halo is not a bona fide wireless competitor. Instead Halo is merely aggregating and disguising interexchange traffic to avoid paying access.

⁷⁴ See 47 C.F.R. § 1.730(e)(3).

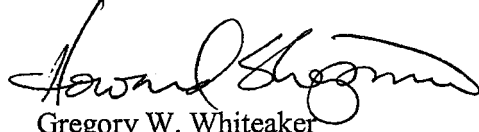
⁷⁵ See 47 C.F.R. § 1.730(e)(3) (Whether dispute suitable for Accelerated Docket resolution may entail, inter alia, "the likely complexity of the necessary discovery....").

⁷⁶ See 47 C.F.R. § 1.730(e)(6).

April 19, 2011
Page 19 of 19

For these and the reasons discussed throughout, resolution of this dispute is not appropriate for the Accelerated Docket. The Missouri RLECs are, however, willing to engage in staff-supervised settlement discussions to attempt to resolve the dispute.

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory W. Whiteaker".

Gregory W. Whiteaker

Howard S. Shapiro

Counsel for the Missouri RLECs

Attachments (1 & 2)

cc: Matthew A. Henry, counsel for Halo (via Email and U.S. Mail)
W. Scott McCollough, counsel for Halo (via Email and U.S. Mail)
Leo J. Bub, AT&T (via Email only)
Anisa A. Latif, AT&T (via Email only)
William L. Roughton, AT&T (via Email only)
W. R. England, III, counsel for Citizens, Green Hills & Mark Twain (via Email)
Craig S. Johnson, counsel for Chariton Valley, Mid-Missouri & Northeast (via Email)

8159121999	605843930	810204	7	56	33	404	0.67	9132813679	605843930	810204	7	53	58	0	413	0.69	SOUTHWESTERN BELL	KANSAS CITY	
8159121999	605843244	810204	7	58	46	1049	1.75	6604932766	605843244	810204	7	56	11	0	1059	1.76	EMBARQ MISSOURI INC-MO DBA CENTURYLINK	WAVERLY	
8159121999	6602374419	810204	7	59	39	1391	2.32	8167216620	6602374419	810204	7	57	4	0	1396	2.33	SPRINT SPECTRUM LP	KANSAS CITY	
8159121999	605846686	810204	8	1	7	39	0.07	877517978	605846686	810204	7	58	32	0	49	0.08	TOLL FREE	PIERCY	
8159121999	605846494	810204	8	2	24	321	0.63	7076592006	605846494	810204	7	59	49	0	331	0.55	PAC-WEST TELECOM INC	WELLINGTON	
8159121999	605848717	810204	8	3	6	2781	4.63	8165948059	605848717	810204	8	0	31	0	2791	4.67	EMBARQ MISSOURI INC-MO DBA CENTURYLINK	LEWINGTON	
8159121999	605847787	810204	8	3	7	989	1.65	6602593561	605847787	810204	8	0	32	0	999	1.65	EMBARQ MISSOURI INC-MO DBA CENTURYLINK	RICHMOND	
8159121999	605845000	810204	8	4	9	2017	3.36	8164700576	605845000	810204	8	1	34	0	2026	3.38	TOLL FREE	KANSAS CITY	
8159121999	605843804	810204	8	4	31	47	0.08	8002980827	605843804	810204	8	1	56	0	57	0.1	AERIAL COMMUNICATIONS	WHSANGTWN1	
8159121999	605846700	810204	8	4	47	1559	2.6	8166994875	605846700	810204	8	2	12	0	1568	2.61	SPRINT SPECTRUM LP	CONCORDIA	
8159121999	605847711	810204	8	5	5	24	7	0.01	2026077556	605847711	810204	8	2	33	0	374	0.02	SPECTRA COMMUNICATIONS GROUP LLC DBA CENTURYLINK	LAWSON
8159121999	605843581	810204	8	5	52	62	0.52	8162963192	605843581	810204	8	3	16	0	71	0.12	SPECTRA COMMUNICATIONS GROUP LLC DBA CENTURYLINK	ODESSA	
8159121999	605843131	810204	8	6	6	310	0.52	8162302273	605843131	810204	8	3	25	0	320	0.53	EMBARQ MISSOURI INC-MO DBA CENTURYLINK	HOLDEN	
8159121999	605842131	810204	8	6	11	3547	5.91	8167262170	605842131	810204	8	3	35	0	3556	5.93	EMBARQ MISSOURI INC-MO DBA CENTURYLINK	WYATTLEBCH	
8159121999	605842927	810204	8	6	40	1111	1.85	8437424642	605842927	810204	8	4	5	0	1121	1.87	NEW CINGULAR WIRELESS PCS LLC -GA	WARRENSBURG	
8159121999	605842823	810204	8	6	51	60	0.1	0	605842823	810204	8	4	16	0	70	0.12	INVALID CPN	DAYTONABCH	
8159121999	605843676	810204	8	7	45	342	0.57	6608646889	605843676	810204	8	5	10	0	352	0.59	SPRINT SPECTRUM LP	CONCORDIA	
8159121999	605842142	810204	8	8	28	2541	4.24	3868688787	605842142	810204	8	5	53	0	2551	4.25	LEVEL3 COMMUNICATIONS LLC - FL	CONCORDIA	
8159121999	605842707	810204	8	8	36	569	0.95	6604322249	605842707	810204	8	6	1	0	578	0.96	SPECTRA COMMUNICATIONS GROUP LLC DBA CENTURYLINK	GULESHORES	
8159121999	605843252	810204	8	8	54	793	1.32	2519677279	605843252	810204	8	6	18	0	803	1.34	GULF TELEPHONE CO DBA CENTURYLINK	CONCORDIA	
8159121999	605848245	810204	8	9	7	115	0.19	8659326719	605848245	810204	8	6	32	0	124	0.21	TOLL FREE	OAKGROVE	
8159121999	605847713	810204	8	9	53	1410	2.35	6604637030	605847713	810204	8	7	18	0	1420	2.37	SPECTRA COMMUNICATIONS GROUP LLC DBA CENTURYLINK	CONCORDIA	
8159121999	605843658	810204	8	10	57	15485	25.31	8165908737	605843658	810204	8	8	22	0	15986	25.83	EMBARQ MISSOURI INC-MO DBA CENTURYLINK	CONCORDIA	
8159121999	605842192	810204	8	12	43	666	1.11	8604634446	605842192	810204	8	9	38	0	671	1.12	TOLL FREE	KANSAS CITY	
8159121999	605847353	810204	8	12	43	3	0.01	8163049443	605847353	810204	8	10	8	0	13	0.02	SPRINT SPECTRUM LP	LAUDIE	
8159121999	605847297	810204	8	12	44	1636	2.73	8163049443	605847297	810204	8	10	9	0	1646	2.74	SPRINT SPECTRUM LP	CAMERON	
8159121999	605847477	810204	8	14	11	149	0.25	3144951679	605847477	810204	8	11	35	0	637	1.06	CELCO PARTNERSHIP DBA VERIZON WIRELESS - MO	LEWINGTON	
8159121999	605842288	810204	8	14	17	632	1.05	8162846677	605842288	810204	8	11	42	0	539	1.07	EMBARQ MISSOURI INC-MO DBA CENTURYLINK	LAUDIE	
8159121999	605847989	810204	8	14	35	2214	3.89	9139045000	605847989	810204	8	12	0	2224	3.71	SOUTHWESTERN BELL	OATHE		
8159121999	605843344	810204	8	15	38	5333	8.89	605843344	605843344	810204	8	12	43	0	5343	8.9	SPRINT SPECTRUM LP	LAUDIE	
8159121999	603942690	810204	8	15	56	11607	19.34	3145180881	603942690	810204	8	13	21	0	11617	19.36	SPRINT SPECTRUM LP	BULLSGP	
8159121999	605846739	810204	8	18	12	497	0.83	2145040305	605846739	810204	8	15	37	0	507	0.84	XO TEXAS INC	LAUDIE	
8159121999	605847404	810204	8	19	13	6870	11.45	8162296013	605847404	810204	8	16	32	0	1446	11.47	SOUTHWESTERN BELL	LAUDIE	
8159121999	605845270	810204	8	19	13	6870	11.45	8162296013	605845270	810204	8	16	38	0	6880	11.47	SOUTHWESTERN BELL	LAUDIE	
8159121999	605843771	810204	8	20	22	738	1.23	6604634448	605843771	810204	8	17	47	0	747	1.25	SPECTRA COMMUNICATIONS GROUP LLC DBA CENTURYLINK	CONCORDIA	
8159121999	605845221	810204	8	20	34	561	0.94	8179965494	605845221	810204	8	17	59	0	570	0.95	NEW CINGULAR WIRELESS PCS LLC - IL	GLENDALE	
8159121999	605843958	810204	8	22	16	5699	9.5	8179965494	605843958	810204	8	19	41	0	5709	9.52	NETTEL COMMUNICATIONS INC	KANSAS CITY	
8159121999	605842151	810204	8	22	47	454	0.76	912087877	605842151	810204	8	20	12	0	464	0.77	SOUTHWESTERN BELL	ST CHARLES	
8159121999	605846444	810204	8	23	10	98	0.16	6385947321	605846444	810204	8	20	31	0	0	0	INVALID CPN	DENVER	
8159121999	605843392	810204	8	23	15	532	0.92	30232971727	605843392	810204	8	20	53	0	64	0.11	QWEST CORPORATION	DALLAS	
8159121999	605847931	810204	8	26	3	1028	1.71	2145040305	605847931	810204	8	22	40	0	557	0.93	XO TEXAS INC	JEFFERSON	
8159121999	605842181	810204	8	26	50	42649	71.08	5736343948	605842181	810204	8	23	28	0	1032	1.72	EMBARQ MISSOURI INC-MO DBA CENTURYLINK	JEFFERSON	
8159121999	605843313	810204	8	27	40	561	0.94	8165904208	605843313	810204	8	24	14	0	42662	71.1	EMBARQ MISSOURI INC-MO DBA CENTURYLINK	OAKGROVE	
8159121999	603942474	810204	8	29	32	13834	23.06	6602592386	603942474	810204	8	25	5	0	570	0.95	EMBARQ MISSOURI INC-MO DBA CENTURYLINK	LEWINGTON	
8159121999	605843131	810204	8	30	0	172	0.29	8162305273	605843131	810204	8	26	57	0	13845	23.07	EMBARQ MISSOURI INC-MO DBA CENTURYLINK	ODESSA	
8159121999	605848484	810204	8	30	51	244	0.41	9054348914	605848484	810204	8	28	16	0	248	0.41	BELL CANADA	OSHAWA	
8159121999	605842146	810204	8	31	29	51	0.09	66024306	605842146	810204	8	28	54	0	60	0.1	LEVEL3 COMMUNICATIONS LLC - MO	MARYVILLE	
8159121999	605842181	810204	8	32	14	39415	65.49	5733861306	605842181	810204	8	28	54	0	60	0.1	KINGDOM TELEPHONE COMPANY	AUKVASSE	
8159121999	605846265	810204	8	33	39	395	0.66	6604636771	605846265	810204	8	29	38	0	39427	65.71	SPECTRA COMMUNICATIONS GROUP LLC DBA CENTURYLINK	CONCORDIA	
8159121999	605842181	810204	8	34	54	37805	63.01	5736348424	605842181	810204	8	31	14	0	405	0.68	TOLL FREE	JEFFERSON	
8159121999	605846224	810204	8	35	16	335	0.56	8162511200	605846224	810204	8	32	18	0	37817	63.03	EMBARQ MISSOURI INC-MO DBA CENTURYLINK	LEVES SUMMIT	
8159121999	605847521	810204	8	35	19	933	0.33	6604791514	605847521	810204	8	32	44	0	344	0.57	EMBARQ MISSOURI INC-MO DBA CENTURYLINK	WARRENSBURG	
8159121999	6058482057	810204	8	35	34	965	1.61	6605483114	6058482057	810204	8	32	59	0	975	1.63	SPECTRA COMMUNICATIONS GROUP LLC DBA CENTURYLINK	BRUNSWICK	
8159121999	605848700	810204	8	38	1	2566	4.28	417261032	605848700	810204	8	35	26	0	2576	4.29	CENTUNTEL MISSOURI LLC/SOUTHWEST/DBA CENTURYLINK	DORA	
8159121999	603942493	810204	8	38	5	1077	1.79	8659326713	603942493	810204	8	35	30	0	1087	1.81	TOLL FREE	LAUDIE	
8159121999	605847989	810204	8	38	12	348	0.58	9134899148	605847989	810204	8	35	36	0	358	0.6	BIRCH TELECOM OF KANSAS INC	OATHE	
8159121999	603942505	810204	8	38	15	759	1.26	6602597713	603942505	810204	8	35	36	0	3756	1.28	EMBARQ MISSOURI INC-MO DBA CENTURYLINK	LEWINGTON	
8159121999	605847434	810204	8	39	22	807	1.34	8193518797	605847434	810204	8	36	13	0	768	1.28	SUREWEST KANSAS LICENSES LLC - KS	KANSAS CITY	
8159121999	605847434	810204	8	39	57	115	0.26	2145400714	605847434	810204	8	36	47	0	817	1.36	SUREWEST KANSAS LICENSES LLC - KS	KANSAS CITY	
8159121999	603942640	810204	8	41	57	10620	17.7	6605402823	603942640	810204	8	37	22	0	164	0.2	XO TEXAS INC	DALLAS	
8159121999	605844393	810204	8	42	15	402	0.67	6602593231	605844393	810204	8	39	22	0	10631	17.72	CELCO PARTNERSHIP DBA VERIZON WIRELESS - MO	HIGGINSVIL	
8159121999	605843546	810204	8	42	47	11151	18.59	5074500762	605843546	810204	8	39	40	0	412	0.69	EMBARQ MISSOURI INC-MO DBA CENTURYLINK	LEWINGTON	
8159121999	605848426	810204	8	43	29	297	0.49	9054348914	605848426	810204	8	40	11	0	11616	18.6	VERIZON WIRELESS(VAW) LLC	WINONA	
8159121999	605843149	810204	8	43	56	2837	4.73	6604637367	605843149	810204	8	40	54	0	301	0.5	BELL CANADA	OSHAWA	
8159121999	605847367	810204	8	44	15	900	1.5	8164057567	605847367	810204	8	41	21	0	2847	4.75	SPECTRA COMMUNICATIONS GROUP LLC DBA CENTURYLINK	CONCORDIA	
8159121999	605843111	810204	8	44	26	435	0.72	66052594007	605843111	810204	8	41	39	0	910	1.52	AERIAL COMMUNICATIONS	KANSAS CITY	
8159121999																			

Case 2:11-cv-04218-NKL Document 1-15 Filed 08/19/11 Page 13 of 25
Exhibit A-15

-----Original Message-----

From: Trip England

Sent: Friday, March 11, 2011 1:35 PM

To: 'jmarks@halowireless.com'

Subject: Summary of RLEC Agreements with Cingular and T-Mobile

Attached per our telephone discussion is a summary of indirect interconnection Traffic Termination Agreements between our Missouri rural local exchange carrier (RLEC) clients and Cingular and/or T-Mobile. This summary was compiled some time ago, and we have not reviewed it recently. Of course, the executed agreements will control if there is any difference between this summary and the actual agreements.

Also enclosed are copies of the Agreements between Citizens Telephone Company and Cingular and T-Mobile. With the exception of the rates, traffic factors and the provision for transit traffic to Alma Telephone Company, the terms and conditions of these agreements are very similar, if not identical, to those with the other RLECs listed on the summary.

Trip

**Summary of Indirect Interconnection Traffic Termination Agreements
between Missouri Small Rural LECs and Cingular/T-Mobile**

LEC	CMRS Provider	Docket #	IntraMTA Rate	Traffic Factor	InterMTA Factor
BPS	Cingular	TK-2006-0513	0.0093	76/24% (MTL/LTM)	32%
BPS	T-Mobile	TK-2006-0503	0.0093	84/16% (MTL/LTM)	52%
Citizens	Cingular	TK-2006-0520	0.0073 Transit Rate 0.01	89/11% (MTL/LTM)	0%
Citizens	T-Mobile	TK-2006-0505	0.0073	84/16% (MTL/LTM)	0%
Craw Kan	Cingular	TK-2007-0464	0.0257	79/21% (MTL/LTM)	7%
Craw Kan	T-Mobile	TK-2006-0506	0.0257	84/16% (MTL/LTM)	7%
Ellington	Cingular	TK-2006-0521	0.0277	82/18% (MTL/LTM)	0%
Ellington	T-Mobile	TK-2006-0507	0.0277	84/16% (MTL/LTM)	0%
Farber	Cingular	TK-2006-0522	0.018	86/14% (MTL/LTM)	0%
Farber	T-Mobile	TK-2006-0545	0.018	84/16% (MTL/LTM)	0%
Fidelity	Cingular	TO-2004-0445	0.035	90/10% (MTL/LTM)	None
Fidelity I (CLEC)	Cingular	TO-2004-0446	0.035	90/10% (MTL/LTM)	None
Fidelity II (CLEC)	Cingular	TO-2004-0447	0.035	90/10% (MTL/LTM)	None
Goodman	Cingular	TK-2007-0014	0.0168	78/22% (MTL/LTM)	0%
Goodman	T-Mobile	TO-2007-0224	0.0168	84/16% (MTL/LTM)	0%
Granby	Cingular	TK-2007-0011	0.0054	84/16% (MTL/LTM)	0%
Granby	T-Mobile	TK-2006-0508	0.0054	84/16% (MTL/LTM)	0%
Grand River	Cingular	TK-2006-0523	0.0209	84/16% (MTL/LTM)	0%
Grand River	T-Mobile	TK-2006-0509	0.0209	84/16% (MTL/LTM)	0%
Green Hills	Cingular	TK-2006-0514	0.0269	87/13% (MTL/LTM)	0%
Green Hills	T-Mobile	TK-2006-0510	0.0269	84/16% (MTL/LTM)	0%
Green Hills (CLEC)	T-Mobile		Confidential	Confidential	Confidential
Holway	Cingular	TK-2006-0525	0.0383	90/10% (MTL/LTM)	0%
Holway	T-Mobile	TK-2006-0511	0.0383	84/16% (MTL/LTM)	0%
Iamo	Cingular	TK-2006-0526	0.041	88/12% (MTL/LTM)	0%
Iamo	T-Mobile	TK-2006-0512	0.041	84/16% (MTL/LTM)	0%
Kingdom	Cingular	TK-2006-0515	0.023	73/27% (MTL/LTM)	0%
Kingdom	T-Mobile	TK-2006-0534	0.023	84/16% (MTL/LTM)	0%
KLM	Cingular	TK-2006-0527	0.0212	87/13% (MTL/LTM)	0%
KLM	T-Mobile	TK-2006-0535	0.0212	84/16% (MTL/LTM)	0%
Lathrop	Cingular	TK-2006-0528	0.0069	72/28% (MTL/LTM)	0%

Lathrop	T-Mobile	TK-2006-0536	0.0069	84/16% (MTL/LTM)	0%
Le-Ru	Cingular	TK-2006-0529	0.0166	78/22% (MTL/LTM)	0%
Le-Ru	T-Mobile	TK-2006-0537	0.0166	84/16% (MTL/LTM)	0%
Mark Twain Rural	Cingular	TK-2007-0463	0.0289	90/10% (MTL/LTM)	32%
Mark Twain Rural	T-Mobile	TK-2006-0538	0.0289	84/16% (MTL/LTM)	70%
Mark Twain (CLEC)	T-Mobile		Confidential	Confidential	Confidential
McDonald County	Cingular	TK-2006-0517	0.0083	80/20% (MTL/LTM)	0%
McDonald County	T-Mobile	TK-2007-0009	0.0083	84/16% (MTL/LTM)	0%
Miller	Cingular	TK-2006-0518	0.0072	80/20% (MTL/LTM)	0%
Miller	T-Mobile	TK-2006-0546	0.0072	84/16% (MTL/LTM)	0%
New Florence	Cingular	TK-2006-0519	0.0079	82/18% (MTL/LTM)	2%
New Florence	T-Mobile	TK-2006-0539	0.0079	84/16% (MTL/LTM)	2%
New London	Cingular	TK-2006-0154	0.01954	None	0%
New London	T-Mobile	TO-2006-0324	0.0175	65/35% (MTL/LTM)	2%
Orchard Farm	Cingular	TK-2006-0154	0.019655	None	0%
Orchard Farm	T-Mobile	TO-2006-0324	0.0175	65/35% (MTL/LTM)	0%
Oregon Farmers	Cingular	TK-2007-0012	0.0108	85/15% (MTL/LTM)	0%
Oregon Farmers	T-Mobile	TK-2006-0540	0.0108	84/16% (MTL/LTM)	0%
Ozark	Cingular	TK-2006-0532	0.0179	85/15% (MTL/LTM)	0%
Ozark	T-Mobile	TO-2007-0223	0.0179	84/16% (MTL/LTM)	0%
Peace Valley	Cingular	TK-2006-0530	0.0166	91/9% (MTL/LTM)	0%
Peace Valley	T-Mobile	TK-2006-0542	0.0166	84/16% (MTL/LTM)	0%
Rock Port	Cingular	TK-2006-0531	0.0273	78/22% (MTL/LTM)	0%
Rock Port	T-Mobile	TK-2006-0543	0.0273	84/16% (MTL/LTM)	0%
Seneca	Cingular	TK-2006-0533	0.0073	80/20% (MTL/LTM)	0%
Seneca	T-Mobile	TO-2007-0225	0.0073	84/16% (MTL/LTM)	0%
Steelville	Cingular	TK-2007-0013	0.0095	77/23% (MTL/LTM)	0%
Steelville	T-Mobile	TK-2006-0544	0.0095	84/16% (MTL/LTM)	0%
Stoutland	Cingular	TK-2006-0154	0.01476	None	0%
Stoutland	T-Mobile	TO-2006-0324	0.0175	65/35% (MTL/LTM)	2%

TRAFFIC TERMINATION AGREEMENT

This Agreement for the termination of traffic between Citizens Telephone Company of Higginsville, Missouri, an Incumbent Local Exchange Carrier ("ILEC") certificated to provide local exchange services in the State of Missouri, and Cingular Wireless LLC, also on behalf of its subsidiaries or affiliates (as listed on Appendix 3), ("Cingular Wireless") licensed by the FCC to provide commercial radio service, effective upon April 29, 2005. ("Effective Date"). This Agreement has been executed pursuant to Section 251(b)(5) of the Telecommunications Act of 1996. (ILEC and Cingular Wireless are also sometimes referred to herein as "Party" or, collectively, "Parties.")

ILEC is a local exchange carrier operating in Missouri. Cingular Wireless is a commercial mobile radio service carrier operating in Missouri. Each party originates traffic on its networks for termination on the other Party's network.

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

SECTION 1 - SCOPE OF AGREEMENT

1.1 This Agreement shall cover traffic originated by one of the Parties and terminated to the other Party without the direct interconnection of the Parties' networks. This Agreement shall cover both Local and Non-local Traffic as those terms are defined in Section 2 of this Agreement. This Agreement shall not apply to traffic or calls completed by either Party in compliance with any obligation to port numbers of the former customers of one Party when that customer takes service from the other Party.

1.2 This Agreement shall also cover traffic originated by, and under the responsibility of, Cingular Wireless, which transits the network of ILEC and is terminated to Alma Telephone Company, Alma, Missouri ("Transit Traffic").

SECTION 2 - DEFINITIONS

Certain terms used in this Agreement shall have the meanings as defined below. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Missouri Public Service Commission. The Parties acknowledge that other terms appear in this Agreement that are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

2.1 "Act" - the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as further amended from time to time and as interpreted in the duly authorized rules and regulations and Orders of the Federal Communication Commission or a state regulatory commission.

2.2 "CMRS" - Commercial Mobile Radio Service, as defined in the Act.

2.3 "Commission" - Missouri Public Service Commission.

2.4 "CTUSR" - Cellular Transiting Usage Summary Report, provided by Southwestern Bell Telephone Company, tracks the minutes of Transiting Traffic for calls originating from CMRS providers and terminating to LECs.

2.5 "FCC" - Federal Communications Commission.

2.6 "LEC" - Local Exchange Carrier, includes any provider of local exchange telecommunications service that holds a certificate of public convenience and necessity or certificate of service authority from the Missouri Public Service Commission.

2.7 "Local Traffic" - Local traffic under this Agreement is traffic between an ILEC and Cingular Wireless that, at the beginning of the call, originates and terminates within the same Major Trading Area (MTA). For ILEC, the origination or termination point of a call shall be the end office switch that serves, respectively, the calling or called party at the beginning of the call. For Cingular Wireless, the origination or termination point of a call shall be the cell site/base station that serves, respectively, the calling or called party at the beginning of the call.

2.8 "MTA" - Major Trading Area as defined in 47 C.F.R. 24 of the FCC Rules and Regulations.

2.9 "Non-local Traffic" - Non-local Traffic under this Agreement is traffic between ILEC and Cingular Wireless that is not Local Traffic. Non-local Traffic may be either interstate or intrastate traffic, depending on the locations where the call originates and terminates.

2.10 "Transit Traffic" - Local or Non-local traffic originated by Cingular Wireless and terminated to Alma Telephone Company through the transport and switching facilities of Citizens Telephone Company.

SECTION 3 - TRAFFIC EXCHANGE

3.1 Each Party shall be responsible for provisioning its traffic, if any, exchanged under this Agreement. Each Party shall be responsible for establishing appropriate

contractual relationships with the third-party LEC(s), if any, that Party selects for transiting traffic to the other Party. Each Party shall be responsible for providing the trunks from its network to the point of interconnection with the third-party LEC(s) network and for paying the third-party LEC(s) network provider for the costs of transiting calls that the Party originates.

SECTION 4 - COMPENSATION

4.1 Compensation for traffic originated by a Party and terminated to the other Party's network shall be based upon the specific type and jurisdiction of the call as follows:

4.1.1 Local Traffic - Local Traffic calls as defined in Section 2 of this Agreement shall be compensated based on the rates established in Appendix 1.

4.1.2 Non-local Intrastate Traffic - Non-local Traffic (as defined in Section 2 of this Agreement) originated by Cingular Wireless and terminating to ILEC within the same State will be compensated based upon the rate for termination of non-local intrastate traffic identified in Appendix 2. Compensation for Non-local Intrastate Traffic originated by ILEC and terminating to Cingular Wireless shall be based on the rate for termination of non-local intrastate traffic identified in Appendix 2.

4.1.3 Non-local Interstate Traffic - Non-local Traffic (as defined in Section 2 of this Agreement) originated by Cingular Wireless and terminating to ILEC within different States will be compensated based upon the rate for termination of non-local interstate traffic identified in Appendix 2. Compensation for Non-local Interstate Traffic originated by ILEC and terminating to Cingular Wireless shall be based on the rate for termination of non-local interstate traffic identified in Appendix 2.

4.1.4 Transit Traffic - Compensation for Local Traffic which transits the network of ILEC shall be based on the Transit Traffic rate established in Appendix 1. Compensation for Non-local Traffic which transits the network ILEC shall be based on the appropriate (i.e., intrastate or interstate) access tariffs of ILEC.

4.2 Factors – For the purposes of this Agreement, the Parties agree to use the percentages referenced in Appendix 2 as a fair estimate of the proportions of the total amount of traffic originated by Cingular Wireless and ILEC that is assignable to each of the three different jurisdictions identified in Section 4.1 above. This percentage shall remain in effect until amended as provided in Section 5.2 below.

4.3 Each Party will pay to the other Party the local interconnection rates as set forth in Appendix 1 for terminating its Local Traffic (as defined in the Definitions Section of this Agreement) on the other's network. Where ILEC has the capability to record terminating traffic from Cingular, charges for terminating traffic will be based upon accumulated conversation minutes, whole and partial, measured from receipt of answer supervision to receipt of disconnect supervision and rounded up to the next whole minute at the close of the billing period. Where ILEC does not have the capability to record terminating traffic from Cingular, ILEC may bill for terminating traffic based on records received from an intermediate LEC (such as CTUSRs or ATIS/OBF EMI Category 11-01-XX records). Until such time as Cingular obtains measurement capability, Cingular will charge ILEC a percentage of the ILEC's bill for the previous month for all mobile-originated usage. The method of computation and the appropriate traffic ratio to be applied are shown on Appendix 1 attached hereto. At its option, ILEC may implement a net billing arrangement so that ILEC will be the only Party rendering the bill. In such case, ILEC

will deduct from the amount billed to Cingular the amount that Cingular would have billed to ILEC (for the applicable billing period), using the method of computation and the appropriate traffic ratio as shown in Appendix 1 attached hereto. If only the net amount owed by one of the Parties is billed, each Party shall nevertheless collect, report and remit taxes on the basis of the gross billings that resulted in such net amount.

4.4 Once an intraMTA traffic ratio has been established by the Commission pursuant to Appendix 1, either Party may, no more than once per twelve-month period, perform a traffic study, using a minimum of 60 days of traffic information, to determine if the intraMTA traffic ratio has changed. If the study appropriately demonstrates that the intraMTA traffic ratio has changed, the Parties will employ the correct ratio on a going-forward basis for billing purposes. If agreement cannot be reached on the appropriateness of the new study, either Party may invoke the dispute resolution procedures herein.

4.5 ILEC agrees that it will accumulate monthly traffic volumes until a minimum billing threshold of five thousand (5000) minutes is reached prior to billing Cingular Wireless, provided that in no event will ILEC bill Cingular Wireless less frequently than quarterly for any volume of minutes, regardless of whether this threshold is reached.

SECTION 5 - RECORD EXCHANGES AND BILLING

5.1 The Party terminating traffic under this Agreement (i.e., the "Billing Party") shall issue bills based on the best information available including, but not limited to, records of terminating traffic created by the Party at its end office or tandem switch. Records should be provided at an individual call detail record, if possible, with sufficient information to identify the specific date and time of the call, the call duration, and the originating and

terminating numbers or locations. The Parties agree that CTUSRs provided by SBC previously reported volumes of traffic originated by Cingular Wireless and terminated to ILEC. Since July of 2004, these traffic volumes have been reported by SBC by the use of an ATIS/OBF EMI Category 11-01-XX record. In the future, this record format could change. Until more detailed records are reasonably available, the SBC currently provided ATIS/OBF EMI Category 11-01-XX record will be considered a sufficient billing record. The Parties will work cooperatively to provide or exchange billing records in industry standard formats containing available detail, if any, about call jurisdictions, for calls they originate that terminate on the other Party's network, and which are subject to this Agreement. Neither Party shall be obligated as a result of this Agreement to develop or create new billing formats or records to satisfy any duty or obligation hereunder, or to pay for the services of transiting ILECs or other entities for billing format or record creation to satisfy any duty or obligation hereunder.

5.2 As of the effective date of this Agreement, the Parties are unable to measure the amount of interMTA traffic exchanged between the Parties. For purposes of this Agreement, the Parties agree to use the percentage referenced in Appendix 2 as a fair estimate of the interMTA traffic exchanged between the Parties. This percentage shall remain in effect until amended as provided herein. If either Party provides to the other a valid traffic study, or a valid study of interMTA traffic by access jurisdiction, the Parties shall use such traffic study or reexamination to negotiate in good faith a mutually acceptable revised local traffic factor, or interMTA or access jurisdiction percentage.

For purposes of this Agreement, a "valid interMTA traffic study" may be based upon, but not necessarily limited to, calling and called party information (i.e., originating

and terminating NPA NXX, minutes of use, available detail, if any, identifying location of Cingular Wireless calling or called customer, or available detail, if any, identifying location of cell tower serving Cingular Wireless calling or called customers, etc.) which, for at least three consecutive billing periods, indicates an amount of interMTA traffic that is at least five percentage points greater or lesser than the interMTA percentage amount to which the Parties previously agreed. Either Party who has performed an interMTA traffic study for the purpose of proposing changes to this interMTA percentage will provide the other Party not less than thirty (30) days' notice of the results of such study, and the opportunity for the other Party to review such study. Either Party initiating an interMTA traffic study for the purpose of proposing changes to this Agreement will provide the other Party not less than thirty (30) days' notice of intent to conduct the study, and the opportunity for the other Party to participate in the establishment, conduct, and results of the study. Thereafter, the Parties agree to cooperate in good faith to amend this Agreement to reflect this revised interMTA percentage, and such revised percentage will be effective upon amendment of this Agreement, including any state commission approval, if required. Such studies or reexaminations shall be conducted no more frequently than once annually.

For purposes of this Agreement, a "valid study of interMTA traffic by access jurisdiction" may be based upon, but not necessarily limited to, calling and called party information (i.e., originating and terminating NPA NXX, minutes of use, available detail, if any, identifying location of Cingular Wireless calling or called customer, or available detail, if any, identifying location of cell tower serving Cingular Wireless calling or called customers, etc.) which, for at least three consecutive billing periods, indicates an