

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

The Staff of the Missouri Public Service Commission)	
)	
)	
Complainant,)	
)	
v.)	
)	
Halo Wireless, Inc.)	
Transcom Enhanced Services, Inc.)	
)	
Respondents.)	

File No: TC-2013-0194

JOINT STIPULATION AND AGREEMENT AND STAFF RECOMMENDATION

COMES NOW the Staff of the Missouri Public Service Commission and Transcom Enhanced Services, Inc. ("Transcom") and for their Joint Stipulation and Agreement and Staff Recommendation state as follows:

1. On October 16, 2012 the Staff of the Missouri Public Service Commission ("Staff") filed the above referenced Complaint against Halo Wireless, Inc. ("Halo") and Transcom.
2. Transcom filed a timely Answer to the Complaint and a Motion to Dismiss the Complaint on April 15, 2013.
3. Transcom and the Staff have agreed to this Stipulation and Agreement to settle all matters related to the Complaint and completely resolving and disposing of any issues that have been raised by the Complaint.
4. Except as specifically stated herein, Transcom denies all allegations in the Complaint and denies all negligence, wrongdoing, liability or misconduct

of any type. Except as specifically stated herein, nothing contained in this pleading shall constitute an admission for any purpose.

5. Nothing contained in this pleading shall be considered an admission that Transcom is or was a common carrier or public utility. Nothing contained in this pleading shall be considered an admission that Transcom offered or provided "telecommunications" or "telecommunications service" as those terms are defined in the Federal Communications Act, 47 U.S.C. §153(50) and (53), respectively.
6. While Transcom did not offer or provide "telecommunications" or "telecommunications service" as those terms are defined in the Federal Communications Act, 47 U.S.C. §153(50) and (53), respectively, Transcom admits that its services, at least on occasion, included as a component the transmission of information by wire, radio, optical cable, electronic impulses, or other similar means where the communication, when viewed on an "end-to-end" basis, was between two locations within Missouri. Transcom admits these activities facially meet the Missouri definition of a "telecommunications service" contained in 386.020(54). Transcom admits that it was required to be certificated by the Missouri Public Service Commission under Section 392.410 RSMO before this component function could be carried out when the communication, when viewed on an "end-to-end" basis, was jurisdictionally intrastate.
7. The Staff presently has no evidence that Transcom, Halo, or any of their respective principals engaged in any other act or practice in violation of

any Missouri Statute or Commission rule except (1) the above-stated failure to be certificated under Section 392.410 RSMo and (2) the Enhanced Record Exchange Rule violations found in a previous proceeding, File No. TC-2012-0331.

8. Transcom agrees it will not do business in the State of Missouri. Specifically, it will not originate, transport, or terminate calls that are between two Missouri area codes or that touch the telecommunications landline network in Missouri, or provide any services or activities that facially meet the Missouri definition of a "telecommunications service" contained in 386.020(54)
9. Transcom shall pay \$100,000 to the Public School Fund.
10. The Commission Staff seeks no further relief and considers this matter resolved as to Transcom. With regard to Halo Wireless, Inc., the Staff will file a request to renew its Motion that the Commission enter a default determination that Halo Wireless, Inc. acted as a telecommunications company in the State of Missouri and should have been certificated as such prior to providing telecommunications service in Missouri.
11. The agreements, stipulations, terms and conditions of this Joint Stipulation and Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable. This Joint Stipulation and Agreement is subject to the approval and/or implementation by the Commission. Absent Commission approval and implementation *in toto* and without change through a binding Final

Order, this Joint Stipulation and Agreement will have no force and effect and nothing contained herein shall be, or be deemed to be, an admission or a waiver of rights by any party hereto.

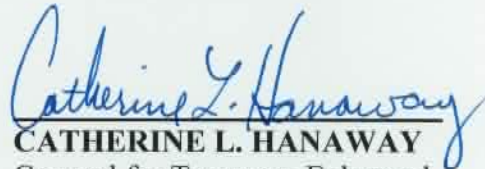
WHEREFORE, the Staff and Transcom agree to the stipulations set forth above; the Staff recommends the Commission approve it and dismiss the above-captioned Complaint against Transcom Enhanced Services, Inc. with prejudice.

Respectfully Submitted,



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Respectfully submitted,



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