

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

Halo Wireless, Inc.,)	
)	
Complainant,)	
)	
v.)	
)	
Craw-Kan Telephone Cooperative, Inc.,)	
Ellington Telephone Company,)	
Goodman Telephone Company,)	
Granby Telephone Company,)	
Iamo Telephone Company,)	
Le-Ru Telephone Company,)	
McDonald County Telephone Company,)	File No: TC-2012-0331
Miller Telephone Company,)	
Ozark Telephone Company,)	
Rock Port Telephone Company,)	
Seneca Telephone Company,)	
Alma Communications Company, d/b/a)	
Alma Telephone Company,)	
Choctaw Telephone Company;)	
MoKan Dial, Inc.,)	
Peace Valley Telephone Company, Inc., and,)	
Southwestern Bell Telephone Company, d/b/a)	
AT&T Missouri)	
)	
Respondents.)	

HALO WIRELESS, INC.'S ISSUE LIST

COMES NOW Halo Wireless, Inc. ("Halo") and presents its list of the the issues in dispute in the proceedings consolidated for hearing in the above referenced docket.

As noted in the *Issues List, Witness List, Order of Witnesses, Order of Cross-Examination Order of Opening Statements* filed by Staff (the "Joint Procedural Pleading"), while the Parties did agree on a number of items in the Joint Procedural Pleading, the Parties were not unanimous on the list of issues in dispute. Halo asserts that the list of issues agreed to by the other Parties in the Joint Procedural Pleading is inadequate because a number of issues that are

before the Commission are not even listed (*e.g.* any issues relating to the Alma, *et al.* and Craw-Kan *et al.* Petition for Rejection of the ICA), and the issues that are actually listed are generic questions that do not recognize the independent issues that must be expressly decided in order to resolve the claims for relief before the Commission. Halo is entitled to list, and request a determination on, each of the issues raised by its Complaint and the other pleadings on file. Accordingly, Halo is submitting this separate list of issues for determination.

A. Blocking Under the Missouri ERE Rules

- (1) Does 4 CSR 240-29.010 et seq., (the "Missouri ERE Rules"), apply to Halo's traffic?
- (2) What specific portions of the ERE Rules, if any, apply to Halo or Halo's traffic?
- (3) Have the parties seeking to block traffic shown that Halo's traffic is "compensable traffic" as defined in 240-29.10(8) that may be blocked under 240-29.130((2)?
- (4) Does the arrangement between Halo and AT&T fit within any of the definitions for "protocol" types defined in 240-29(11)-(14)?
- (5) Does the current arrangement between AT&T and the RLECs fit within the definition of "LEC-to-LEC network" as defined in 240-29.010 and 240-29.020(18)?
- (6) Have the parties seeking to block traffic shown that the traffic in issue is "LEC-to-LEC traffic" as defined in 240-29.020(19)?
- (7) Are the incumbent local exchange carriers involved in "Meet Point Billing" as defined in 240-29.020(22)?
- (8) Is the traffic in issue "IntraMTA telecommunications traffic" as defined in 240-29.020(24)(A)?
- (9) Is the traffic in issue "InterMTA telecommunications traffic" as defined in 240-29.020(24)(B)?
- (10) When a carrier is interconnected with an ILEC, does presentation of accurate information in the SS7 ISUP IAM CPN parameter constitute "Originating caller identification" as defined in 240-29.020(28)?
- (11) When a carrier is interconnected with an ILEC, does presentation of accurate information in the SS7 ISUP IAM CPN and/or parameter constitute delivery of "the telephone number of the end user responsible for originating the telephone call" for purposes of 240-29.040(6)?

- (12) Is Halo the "originating carrier" for purposes of 240-29.020(29)?
- (13) Is the Point of Interconnection associated with Halo's interconnection with AT&T a "Point of Presence" for purposes of 240-29.020(31)?
- (14) Is Halo's switch a "tandem switch" as defined in 240-29.020(33)?
- (15) Is Halo a "Telecommunications Company" as defined in 240-29.020(34)?
- (16) Are each of the incumbent local exchange carriers a "Terminating carrier" for purposes of 240-29.020(37)?
- (17) Is AT&T a "terminating tandem carrier" for purposes of 240-29.020(37)?
- (18) Is AT&T a "transiting carrier" for purposes of 240-29.020(39)?
- (19) Is Halo a "transiting carrier" for purposes of 240-29.020(39)?
- (20) Is the traffic in issue "transiting traffic" as defined in 240-29.020(40) before Halo delivers the traffic to AT&T?
- (21) Is the traffic in issue "transiting traffic" as defined in 240-29.020(40) after Halo delivers the traffic to AT&T?
- (22) Is Halo an "originating wireline carrier" that has "placed interLATA traffic on the LEC-to-LEC network?"
- (23) Has Halo "terminate[d] traffic on the LEC-to-LEC network, when such traffic was originated by or with the use of feature group A, B or D protocol trunking arrangements?"
- (24) Is Halo a "telecommunications company" that has "originate[d] traffic over the Local Exchange Carrier-to-Local Exchange Carrier (LEC-to-LEC) network" but did not "deliver originating caller identification with each call that is placed on the LEC-to-LEC network" for purposes of 240-29.040(1)?
- (25) Is Halo a "telecommunications carrier" that has "transit[ed] traffic "for another carrier" and did not "deliver originating caller identification to other transiting carriers and to terminating carriers" for purposes of 240-29.040(2)?
- (26) Since AT&T has used Halo's OCN to identify Halo's traffic to the other ILECs in order to comply with 240-29.040(4) and as part of the "Use of Terminating Record Creation" process prescribed by 240-29.080, which the non-AT&T ILECs have used to bill Halo under 240-29.080, is Halo the originating telecommunications carrier for the traffic in issue?
- (27) Assuming that Halo is the "originating carrier" has Halo "failed to fully compensate the terminating carrier for terminating compensable traffic" for purposes of 240-29.130(2)?

(28) Is Halo delivering "originating caller identification" to Respondents?

(29) Is some of the traffic in issue jurisdictionally interstate traffic subject to the exclusive jurisdiction of the FCC?

(30) Would blocking Halo's traffic under the ERE rules constitute an unjust or unreasonable practice under §201 of the Communications Act?

(31) To the extent any blocking would include jurisdictionally interstate traffic must the Respondents seek permission from the FCC to cease interchanging traffic with Halo pursuant to rules 63.60-63.601 before they may block any interstate traffic?

(32) Would blocking constitute a violation of the Respondents' duty to "interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers" under § 251(a) of the Communications Act?

(33) Should the Commission order or authorize the Respondents to institute blocking of Halo's traffic pursuant to the ERE rules? If so, should there be any conditions or limitations on the scope of the traffic that may be blocked?

B. AT&T's ICA Complaint

(1) Has Halo delivered traffic to AT&T Missouri that was not "originated through wireless transmitting and receiving facilities" as that phrase is used and intended to be interpreted and applied in the parties' ICA?

(2) Has Halo paid the compensation prescribed by the parties' ICA to AT&T Missouri?

(3) Has Halo committed a material breach of its ICA with AT&T Missouri? If so, should AT&T Missouri be authorized to discontinue performance under the ICA?

C. Alma, et al and Craw-Kan et al Petition for Rejection

(1) Does § 252(e) allow a state commission to "reject" a negotiated agreement it has already approved?

(2) Is § 252(e)(6) the sole vehicle for challenging or seeking review of a state commission's approval of a negotiated agreement?

(3) Do the terms of the negotiated agreement discriminate against the Petitioners?

(4) May a state commission "unapprove" or "reject" an agreement that has already been implemented based on a finding that "the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity?"

(5) Would "the implementation of the AT&T/Halo negotiated agreement or portion" be "not consistent with the public interest, convenience, and necessity?"

DATED: June 22, 2012

Respectfully submitted,



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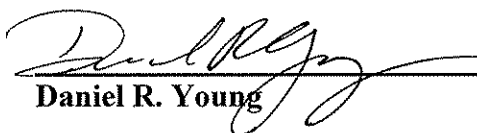
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CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of June, 2012, true and correct copies of the foregoing have been served upon all counsel of record by U. S. Mail, postage prepaid, and by electronic mail.


Daniel R. Young