

LEC network. A telecommunications company whose retail telecommunications services are resold by another telecommunications company shall be considered the originating carrier with respect to such telecommunications for the purposes of this rule. A telecommunications company performing a transiting traffic function is not an originating carrier. (emphasis added)

Halo is the source of traffic going to AT&T and presumably to the LECs involved. Halo, however, is not a “telecommunications company” under the state statute and thus it cannot be an “originating carrier” under the Enhanced Record Exchange Rules. 4 CSR 240-29.020(34) has a specific definition of “telecommunications company”: “those companies as set forth by section 386.020(51),² RSMo Supp. 2004.” Under the cited Missouri statutory provision:

(52) “Telecommunications company” includes telephone corporations as that term is used in the statutes of this state and every corporation, company, association, joint stock company or association, partnership and person, their lessees, trustees or receivers appointed by any court whatsoever, owning, operating, controlling or managing any facilities used to provide telecommunications service for hire, sale or resale within this state; (emphasis added)

This definition clearly provides that an entity is a “Telecommunications company” only if it provides a “telecommunications service.” The statute defines that term in subpart (54):

(54) “Telecommunications service”, the transmission of information by wire, radio, optical cable, electronic impulses, or other similar means. As used in this definition, “information” means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. Telecommunications service does not include:

...

(c) The offering of radio communication services and facilities when such services and facilities are provided under a license granted by the Federal Communications Commission under the commercial mobile radio services rules and regulations;

Halo is a CMRS provider and is operating pursuant to an FCC Radio Station Authorization that grants federal permission to offer interconnected common carrier service on a nationwide basis. Under the Missouri statute’s definition, this is not a “telecommunications service.” Halo is therefore not a “telecommunications company,” and as a consequence cannot be an “originating carrier” under the Enhanced Record Exchange Rules.

Finally, the interface between Halo and AT&T is “Type 2A.” Halo’s CMRS network uses 4G protocols. Halo’s traffic therefore cannot be said to “originate via the use of feature group C protocol.” *C.f.*, 4 CSR 240-29.020(1), (13), (18). Therefore 4 CSR 240-29.040(1) does not apply. Once again, this means that Halo’s traffic is simply not captured within the express terms of the Enhanced Record Exchange Rules.

The Enhanced Record Exchange Rules do not apply, and do not cover any of Halo’s traffic. Even if the Enhanced Record Exchange Rules could be said to apply the prerequisite of non-payment of “compensable amounts” is not met. There are several other reasons blocking is not allowed under the Enhanced Record Exchange Rules that I need not get into here. For these

² The rule cites to subsection (51) but the correct reference is obviously subsection (52).

reasons Halo will not be using the processes set out in 4 CSR 240-29.120(5). The rules do not apply so the recourse made available within them is inappropriate.

Halo is conducting its business pursuant to federal authority. The traffic in issue is subject to the FCC's rules and requirements for interconnection. States cannot interfere with these authorization and any attempt to restrict exercise of Halo's federal rights are preempted and not effective. This is particularly so given the extent to which there is jurisdictionally interstate traffic traversing the interconnection arrangement with AT&T and much, if not all, of the traffic going to these three carriers is jurisdictionally interstate. State rules cannot authorize the blocking of interstate traffic. Nor can state rules impose obligations that go beyond those imposed by the FCC with regard to signaling or negotiations, including the processes or who has the burden.

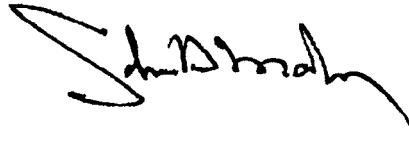
AT&T Missouri, and MMTC are each subject to the FCC's exclusive jurisdiction for the interstate traffic involved here. The FCC has made it absolutely clear that carriers cannot block interstate traffic absent specific FCC authorization and blocking violates § 201. *See, e.g., Declaratory Ruling and Order, In the Matter of Establishing Just and Reasonable Rates for Local Exchange Carriers, Call Blocking by Carriers*, WC Docket No. 07-135, DA 07-2863, ¶¶ 5-6, 22 FCC Rcd 11629 (rel. June 28, 2007) ["call blocking is an unjust and unreasonable practice under section 201(b) of the Act"]. Each of you are on notice that unless Halo is promptly advised that there will be no blocking Halo will seek relief – and, if necessary damages and request forfeitures – from the FCC, under § 206.

In similar vein, AT&T Missouri and MMTC each have "214" authority. Section 214(a) of the federal act and the FCC's Part 63 rules address carriers' desire to cease the interchange of traffic with another carrier, and that is precisely what is contemplated here. The carrier seeking to cease interchanging traffic must seek advance permission from the FCC to do so. There are specific showings that must be made. *See, e.g.,* 47 C.F.R. § 63.60(b)(5), § 63.62(b) and (e), § 63.501. In this regard, the applicant must state whether any other carriers consent (§ 63.501(p)). For the record, Halo does not so consent. Each of you are on notice that Halo intends to enforce the rules prohibiting discontinuance of traffic interchange without advance permission from the FCC. We also expect that if either of you do seek advance permission then Halo will be expressly mentioned and given specific notice. Should the carriers involved act without proper federal authority Halo will seek relief under § 206.

None of this is required, however. All MMTC has to do is sent a proper notice to Halo. Halo stands by ready, willing and able to negotiate with MMTC under § 251(a) and/or § 252 if any when MMTC does what is required to invoke the option MMTC has under FCC rule 20.11(e). Further, and more important, MMTC is not presently entitled to payment given the existing bill and keep arrangements in place and therefore has not been denied payment for any "compensable traffic."

Halo strongly suggests that MMTC withdraw the request to AT&T Missouri. Halo will negotiate using the correct processes established by law as soon as it is requested to do so. There simply has not been a request to date. Halo further respectfully requests that AT&T Missouri recognize the inapplicability of the Missouri Enhanced Record Exchange Rules and thus that it is not "bound to follow" any directive from MMTC. We understand the position AT&T is in regarding this matter. AT&T is not the one that precipitated the problem, but we must insist that no blocking occur. Should any occur AT&T will have to answer to the FCC along with MMTC.

Sincerely,

A handwritten signature in black ink, appearing to read "John Marks", with a stylized flourish at the end.

John Marks
General Counsel
jmarks@halowireless.com

Courtesy Copy to:

John Van Eschen
Manager – Telecommunications Dept.
Missouri Public Service Commission
200 Madison Street, PO Box 360
Jefferson City, MO 65102-0360
Email: john.vaneschen@psc.mo.gov

EXHIBIT 19
2/23/2011 EMAILS BETWEEN CRAIG S. JOHNSON AND HALO WIRELESS

From: John Marks [mailto:jmarks@halowireless.com]
Sent: Wednesday, February 23, 2011 5:42 PM
To: 'Craig Johnson'
Subject: RE: Mid Missouri Telephone Company blocking request

Craig,

Scott McCollough is Halo's outside counsel.

2pm will work for us. Can you set up a bridge number?

Please do send copies of the agreements you mention and, if you have one, your clients' negotiation template as a word document.

We will be prepared to have an open and frank exchange of thoughts regarding 251/252 related issues, your blocking efforts, as well as anything else that may be brought up for discussion. We are ready to have substantive discussions on any and all topics. In other words, we are willing to engage in discussions regarding potential terms for interconnection and compensation and will not insist that the procedural/legal issues be resolved before such discussions occur.

I trust that you will understand that we will, of course, do so only after it is clear that we do not intend to waive, and are not thereby waiving, any and all rights we have under the Act and FCC rules. This includes but is not limited to our legal position regarding the steps that must be taken to actually invoke 252 negotiation and arbitration procedures and the consequences that flow from an ILEC's invocation and use of FCC Rule 20.11(e).

John

From: Craig Johnson [mailto:cj@cjaslaw.com]
Sent: Wednesday, February 23, 2011 3:16 PM
To: John Marks
Subject: RE: Mid Missouri Telephone Company blocking request

John:

Thanks, would be happy to talk tomorrow. Not sure I will be in a position to have fully considered everything you have said in your response to MMTC's blocking request, but I see no harm in discussing this.

Seems to me the most efficient solution would be for me to provide an existing agreement for you to consider adopting/modifying. After several traffic terminations, there was a lengthy negotiation/arbitration/appeal of one with T-Mobile you may want to review. I believe after that there was a different one approved with Verizon. I think there would have to be some traffic studies done in order to develop traffic factors due to lack of call detail ATT provides on the billing records. If you want me to provide copies of the T-Mobile or Verizon agreements, or both, let me know.

I am available the whole afternoon tomorrow. I can get a bridge number if you like. Who is your outside counsel?

Craig S. Johnson
Johnson & Sporleder, LLP
304 E High St. Suite 200
P.O. Box 1670
Jefferson City, MO 65102
(573) 659-8734
(573) 761-3587 FAX
cj@cjlaw.com

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From: John Marks [<mailto:jmarks@halowireless.com>]
Sent: Wednesday, February 23, 2011 12:08 PM
To: 'Craig Johnson'
Subject: RE: Mid Missouri Telephone Company blocking request

Mr. Johnson,

My apologies for this. I can resend if you like.

Regarding your email inquiry, I'm sorry for the lack of response, but for some reason I did not receive it, so the first time I saw your email was as an attachment to your blocking letter.

If you have some availability tomorrow why don't we set up a conference call to discuss everything. I'm available anytime after 1:30. We have retained outside counsel to help us work through any issues we might have. He is available after 1:30 as well. If you are not available then, let me have some alternative dates and times.

John Marks

From: Craig Johnson [<mailto:cj@cjlaw.com>]
Sent: Wednesday, February 23, 2011 10:59 AM
To: John Marks
Cc: Leo Bub; John Van Eschen; Bill Voight
Subject: Mid Missouri Telephone Company blocking request

Mr. Marks:

Leo Bub forwarded your letter of Feb 22, copy attached. I also obtained it by fax yesterday.

You have my email address wrong. Apparently you omitted an "a". Please correct it to:
cj@cjlaw.com

I will review your letter and get back to you.

Why didn't you respond to my Jan 25 email to you?

Craig S. Johnson
Johnson & Sporleder, LLP
304 E High St. Suite 200
P.O. Box 1670
Jefferson City, MO 65102
(573) 659-8734
(573) 761-3587 FAX
cj@cjaslaw.com

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EXHIBIT 20
2/23/2011 LETTER FROM HALO WIRELESS



3437 W. 7th Street, Suite 127, Fort Worth, TX 76107

February 23, 2011

W.R. England II
Brydon, Swearingen & England
312 East Capitol Ave
P.O. Box 456
Jefferson City, Missouri 65102-0456

RE: Your letter dated February 17, 2011 and styled "Request for Interconnection & Compensation Arrangements"

Dear Mr. England:

Halo acknowledges receipt of correspondence from you on behalf of a host of entities that claim to be LECs dated December 30, 2010, January 26, 2011, January 27, 2010, and February 17, 2011. Your letters contain a series of assertions that I would like to address individually. The first relates to our willingness to negotiate interconnection arrangements in good faith.

You continue to misrepresent our responses and our willingness to negotiate. I have advised you on several occasions that Halo stands ready, willing and able to negotiate with any and all carriers under the Act, and will gladly work with your clients to obtain a written agreement under the Act, depending on the status of the carrier and the process that is invoked. You clients have two options.

§ 251(a) option: Halo will negotiate with any of your LEC clients under § 251(a). Nothing special is required for this, other than for you to advise that is the option your clients choose to exercise. However, § 251(a) negotiations will not use the negotiation and arbitration procedures in § 252 because that is not how § 251(a) is implemented.¹

¹ See *Core Communications, Inc. v. SBC Communications, Inc.*, Memorandum Opinion and Order, 19 FCC Rcd 8447, ¶ 18 (2004) ("Neither the general interconnection obligation of section 251(a) nor the interconnection obligation arising under section 332 is implemented through the negotiation and arbitration scheme of section 252."); *Qwest Corp., Notice of Apparent Liability for Forfeiture*, 19 FCC Rcd 5169, ¶ 23 (2004) (defining the term "interconnection agreement" for purposes of section 252, as limited that term to those "agreement[s] relating to the duties outlined in sections 251(b) and (c)"); see also, e.g., *Qwest Corp. v. Public Utils. Comm'n of Colo.*, 479 F.3d

Or,

§ 252 option Halo will negotiate under § 252 when it applies. To make it apply your ILEC² clients must properly invoke FCC Rule 20.11(e). Your letters have not properly invoked FCC Rule 20.11(e), and contain material defects.

§ 252 option Proper invocation of the § 252 option. The option given to ILECs under FCC Rule 20.11(e) is there to be used. But the ILEC must properly and completely do what the rule says must be done. Again, as I've said before, there are three separate and individually required parts:

Part 1: The ILEC must "request interconnection." To date none of your letters have ever come close to "requesting interconnection." Your letters say your clients want "an agreement" and seek "negotiations" but none expressly request "interconnection." This is mandatory and Halo will not waive this point.

Part 2: The ILEC must invoke "the negotiation and arbitration procedures contained in section 252 of the Act." I agree that your letters have *tried* to do this, and your latest letter probably suffices. But your recent relative success on the second prong does not relieve you of having to meet the first. Section 20.11 could not be clearer. It says that if BOTH steps are taken the CMRS provider "*receiving a request for interconnection* must negotiate in good faith." We will continue to stand patiently by until your clients send us a "request for interconnection." This is not just semantic incantations. As a lawyer, I am sure you understand the need to set out and meet each element of a cause of action.

Part 3: The ILEC must expressly request the CMRS provider to "submit to arbitration by the state commission." Your letters have never done that, even though I have now advised you on more than one occasion that this is required and still lacking. The state commission will not have jurisdiction over this matter or Halo unless and until Halo submits, and Halo is not required to submit until your ILEC clients make the request. The state commission is not the one that must or even can make this request and no state commission can trivially dispose of this jurisdictional prerequisite. Until each of your ILEC clients makes the formal request Halo has no duty to submit and we will not. If and when your clients request that Halo submit to the state commission's jurisdiction, then we will.

§ 252 option Your clients are the ones seeking to change the *status quo*. If they want to receive the benefits of the FCC rule they too have to follow the rule. We have

1184, 1197 (10th Cir. 2007) ("[T]he interconnection agreements that result from arbitration necessarily include only the issues mandated by § 251(b) and (c).").

² Only ILECs may benefit from FCC Rule 20.11(e). Some of the entities listed in your February 17 letter, however, do not appear to be ILECs. For example, the letter lists "Fidelity Communications Services I," "Fidelity Communications Services II" and "Mark Twain Communications Company." We reviewed the FCC's web site at <http://fjallfoss.fcc.gov/cgb/form499/499a.cfm>, and those three hold out as "CAP/LEC" rather than "ILEC." If and when you submit any correspondence that attempts to invoke Rule 20.11(e) then please provide some evidence tending to show that every client of yours on whose behalf the notice is sent is an ILEC.

gone out of our way to advise you of the defects in your prior attempts, but we will not relieve you of your burden to comply with the rule's requirements. If and when any of your ILEC clients properly invoke FCC Rule 20.11(e), then we will comply with the rule and use the § 252 negotiations and arbitration process.

§ 252 option Any § 252 negotiations will be strictly limited to implementing your ILEC clients' § 251(b) and (c) duties, and only these duties. Halo has not agreed, and will not agree, to address anything other than your ILEC clients' § 251(b) and (c) duties if § 252 procedures are ever used. Despite your continued efforts to create additional open issues "without regard to the standards set forth in subsections (b) and (c) of section 251" we do not agree to broaden the open issues. Halo has the same right as the ILECs³ to refuse to broaden the issues beyond § 251(b) and (c).²

There are a series of other claims in your February 17 letter that I would like to correct. You state that "Halo is sending traffic to AT&T tandems in Missouri over the LEC-to-LEC (or Feature Group C) network for ultimate termination to customers served by these LECs." You further claim that "Halo has no agreement with any of these LECs to terminate this traffic." Finally, you characterize Halo's traffic in a way we do not agree is proper when you claim your clients seek agreements "to establish appropriate interconnection agreements (including reciprocal compensation) for the local (i.e., intraMTA) wireless traffic that Halo Wireless is terminating to them."

With regard to your first contention, Halo is *not* sending traffic to AT&T tandems in Missouri "over the LEC-to-LEC (or Feature Group C) network." Halo is delivering traffic to AT&T via Type 2 interfaces. These interfaces are not "Feature Group C" interfaces and the exchange between Halo and AT&T are not occurring over any "LEC-to-LEC" or "Feature Group C" network." We have no knowledge or control over what AT&T does with the traffic after we hand it off to them. But as between Halo and AT&T, none of this is "LEC-to-LEC" or "Feature Group C."

Second, while it is true there is no written interconnection agreement in place, there is an arrangement: bill and keep. As long as bill and keep is in place, then no compensation is due from either party. Thus, your clients cannot claim they are not being paid amounts they are properly owed, for nothing is owed. If your clients want to change the *status quo*, then they must do what the law requires them to do to change the *status quo*. I have now told you at least three times how to do that.

Third, I reject use of the word "local" to describe any of the telecommunications at issue. "Local" is not a statutorily defined term and has nothing to do with LEC-CMRS traffic. The traffic Halo originates with your clients is all IntraMTA.

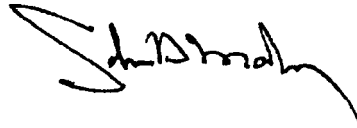
Fourth, Halo is not "terminating" traffic to any of your clients. Halo is originating traffic. Your clients transport and terminate that traffic.

Mr. England, we stand ready, willing and able to begin good faith negotiations with your clients once they have properly followed FCC rules and process. Please advise me when you are available for § 251(a) negotiations and we will line up Halo counsel and business representatives accordingly. If your ILEC clients want to try again to require the use of § 252 negotiation and

³ See *CoServ, LLC v. Southwestern Bell*, 350 F.3d 482, 488 (5th Cir., 2003).

arbitration procedures they are free to do so and we will comply with FCC Rule 20.11(e) once it has been properly invoked.

Sincerely,

A handwritten signature in black ink, appearing to read "John Marks", with a stylized flourish at the end.

John Marks
General Counsel
jmarks@halowireless.com

EXHIBIT 21
2/25/2011 LETTER FROM W.R. ENGLAND, III

LAW OFFICES
BRYDON, SWEARENGEN & ENGLAND
PROFESSIONAL CORPORATION

DAVID V.G. BRYDON, Retired
JAMES C. SWEARENGEN
WILLIAM R. ENGLAND, III
JOHNNY K. RICHARDSON
GARY W. DUFFY
PAUL A. BOUDREAU
CHARLES E. SMARR
DEAN L. COOPER

312 EAST CAPITOL AVENUE
P.O. BOX 456
JEFFERSON CITY, MISSOURI 65102-0456
TELEPHONE (573) 635-7166
FACSIMILE (573) 634-7431

BRIAN T. MCCARTNEY
DIANA C. CARTER
SCOTT A. HAMBLIN
JAMIE J. COX
L. RUSSELL MITTEN
ERIN L. WISEMAN
JOHN D. BORGMAYER

COUNSEL
GREGORY C. MITCHELL

February 25, 2011

VIA EMAIL & FEDERAL EXPRESS

Mr. John Marks
General Counsel
Halo Wireless
3437 W. 7th Street, Suite 127
Forth Worth, TX 76107

Re: Request for Interconnection & Compensation Arrangements

Dear Mr. Marks:

Previously we have sent you requests on behalf of the following Local Exchange Companies (LECs) to begin negotiations with Halo Wireless (Halo) toward an Interconnection Agreement pursuant to Section 251 of the Telecommunications Act of 1996:

Citizens Telephone Company
Green Hills Telephone Corporation
Green Hills Telecommunication Services

Letter Sent
December 30, 2010

Goodman Telephone Company
Granby Telephone Company
Grand River Mutual Telephone Corporation
Lathrop Telephone Company
McDonald County Telephone Company
Oregon Farmers Mutual Telephone Company
Ozark Telephone Company
Seneca Telephone Company

January 26, 2011

Rock Port Telephone Company

January 27, 2011

February 17, 2011

Ellington Telephone Company
Farber Telephone Company
Fidelity Telephone Company
Fidelity Communications Services I
Fidelity Communications Services II
Holway Telephone Company
Iamo Telephone Corporation
Kingdom Telephone Company
KLM Telephone Company
Le-Ru Telephone Company
Mark Twain Rural Telephone Company
Mark Twain Communications Company
New Florence Telephone Company
Steelville Telephone Exchange, Inc.

In addition to the above, several other LECs that we represent have recently received billing records from their tandem provider, AT&T Missouri, indicating that Halo is sending traffic to the AT&T tandems in Missouri over the LEC-to-LEC (or Feature Group C) network for ultimate termination to customers served by these LECs. Currently, Halo has no agreement with any of these LECs to terminate this traffic.

Accordingly, the following LECs request that Halo begin negotiations, pursuant to Section 251 of the Telecommunications Act, to establish appropriate interconnection agreements (including reciprocal compensation) for the local (i.e., intraMTA) wireless traffic that Halo Wireless is terminating to them.

BPS Telephone Company
Craw-Kan Telephone Cooperative, Inc.
Miller Telephone Company
New London Telephone Company
Orchard Farm Telephone Company
Peace Valley Telephone Company, Inc.
Stoutland Telephone Company

In response to our earlier correspondence, you have questioned the procedures that these LECs are pursuing to request negotiations. Accordingly, let me make it clear that these LECs seek to initiate negotiations toward an interconnection agreement pursuant to Sections 251 and 252, as envisioned by the FCC in its 2005 T-Mobile decision. Therefore, if voluntary negotiations are unsuccessful, these LECs are willing to submit to arbitration before the Missouri Public Service Commission.

Page 3 of 3
February 25, 2011

Accordingly, please acknowledge receipt of this letter and indicate Halo Wireless' willingness to begin negotiations towards an interconnection agreement for the exchange of, and compensation for, local (intraMTA) wireless traffic. I look forward to hearing from you.

Sincerely,

WRENGWIP by BTM

W.R. England, III

WRE/da

EXHIBIT 22
2/25/2011 EMAIL FROM HALO WIRELESS TO W.R. ENGLAND, III

From: John Marks [<mailto:jmarks@halowireless.com>]
Sent: Friday, February 25, 2011 7:50 PM
To: 'Trip England'
Subject: RE: Halo & Various

Mr. England,

It looks as though we are going back and forth making the same points to each other. It may be that a conference call will help us try to close the gap between your clients and Halo, come out with a better understanding of our relative positions. If you are interested in this let me have some alternative dates and times when you will be available so I can circulate them to those who will be on the call with us, and we will do our best to accommodate your schedule. On the call will be our business contact, Robert Johnson, and our outside counsel, Scott McCollough. Would appreciate knowing who, if anyone, will be joining from your side. If you can provide a bridge number and code that be helpful as well.

We will be prepared to have an open and frank exchange of thoughts regarding 251/252 related issues and your blocking efforts. We will be ready to have substantive discussions on any and all topics, including potential terms for interconnection and compensation and will not insist that the procedural/legal issues be resolved before such discussions occur.

We will also be willing to include the possibility of negotiations involving all your clients once we have a better idea as to their respective situations, and whether we collectively think it would be practical for us to do that.

I trust you will understand that we will, of course, do so only after it is clear that we do not intend to waive, and are not thereby waiving, any and all rights we have under the Act and FCC rules. This includes but is not limited to our legal position regarding the steps that must be taken to actually invoke 252 negotiation and arbitration procedures and the consequences that flow from an ILEC's invocation and use of FCC Rule 20.11(e).

I look forward to hearing from you.

John Marks.

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

From: Trip England [<mailto:trip@brydonlaw.com>]
Sent: Friday, February 25, 2011 2:20 PM
To: John Marks
Subject: Request for Interconnection & Compensation Arrangements

See attached letter. Original copy will be sent via Federal Express.

Thank you,
TRIP ENGLAND

EXHIBIT 23
2/25/2011, 3/2/2011 EMAILS BETWEEN
HALO WIRELESS AND CRAIG S. JOHNSON

From: John Marks [mailto:jmarks@halowireless.com]
Sent: Wednesday, March 02, 2011 7:38 PM
To: 'Craig Johnson'
Subject: RE: Mid-Missouri Tel and Halo Wireless

Craig,

Halo customers can connect to Halo at a base station or over the Internet. However, neither scenario you describe in your questions can happen with Halo's routing. The only calls Halo routes to your clients over the interconnection will be calls Halo received from a Halo Customer on a base station in the same MTA as the interconnection.

Halo does not have any automated dialers in its network. As a common carrier, we do not police our customers' use of the service in terms of what they do with it. We do not know if any of our customers might be using the service to support an automatic dialer, nor do we intend to ask.

Halo does not presently aggregate or arrange for termination of any traffic originated by any other telecommunications carriers. If your clients' end users called a Halo number associated with a rate center in the same MTA your clients probably require that it be dialed 1+ that means the call likely goes to an IXC. When the call hits our network from the IXC the IXC is our access customer, at least for now. Therefore Halo does have IXC customers in that sense.

John.

From: Craig Johnson [mailto:cj@cjaslaw.com]
Sent: Wednesday, March 02, 2011 1:44 PM
To: John Marks
Subject: FW: Mid-Missouri Tel and Halo Wireless

John:

I have heard nothing from you in response to my earlier email below. My call with my clients is tomorrow AM, and it would certainly be helpful to have the information I requested. I believe I have provided HW with any information you requested, and would appreciate reciprocity in this regard.

Craig S. Johnson
Johnson & Sporleder, LLP
304 E High St. Suite 200
P.O. Box 1670
Jefferson City, MO 65102
(573) 659-8734
(573) 761-3587 FAX
cj@cjaslaw.com

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From: Craig Johnson [mailto:cj@ciaslaw.com]
Sent: Friday, February 25, 2011 4:26 PM
To: jmarks@halowireless.com
Subject: Mid-Missouri Tel and Halo Wireless

John:

Thanks again for yesterday's conference call. Halo Wireless' operation is different from the wireless carriers we have negotiated interconnection agreements with in the past.

I have a conference call with clients set up for March 3. I was wondering if you could help me with some questions. If so it will hopefully provide better information for us to utilize in deciding what our posture will be.

The first questions have to do with Halo Wireless' provisioning of your CMRS customers' traffic. If HW has a CMRS customer in Ft Worth, and the customer while in Fort Worth calls a Mid-Missouri customer in Pilot Grove Missouri, would your customer's call originate on a wireless tower in Ft Worth, then be routed over the internet to your transmitter/tower in Junction City, KS, for beaming/broadcast to AT&T in Kansas City, where the call would be placed on the intraLATA toll network for termination to Mid-Missouri's customer? Or would that call originate on the internet, then be routed over the internet to the transmitter/tower in Junction City, with no tower in Ft Worth being utilized? Or are either situation possible, in that your customers can originate calls over the radio-waves, or directly to the internet without going over the radio-waves? If any of my routing assumptions are incorrect, please let me know.

Second, Mid-Missouri switch records seem to indicate that some of the HW traffic is being dialed by an automated dialing device. If that is the case, can you explain how that is utilized in your network provisioning?

Third, Mid-Missouri switch records seem to indicate some of the HW traffic is landline originated traffic. Is HW aggregating and terminating any traffic originated by carriers other than HW? If so is it for landline-originated traffic, wireless-originated traffic, both? If you could describe the provisioning of any traffic terminated for other carriers, that would be appreciated.

Thanks for your consideration.

Craig S. Johnson
Johnson & Sporleder, LLP
304 E High St. Suite 200
P.O. Box 1670
Jefferson City, MO 65102
(573) 659-8734
(573) 761-3587 FAX
cj@ciaslaw.com

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EXHIBIT 24
3/7/2011 LETTER FROM CRAIG S. JOHNSON



**Craig S. Johnson
Andrew J. Sporleder
Attorneys at Law**

March 7, 2011

Via email

John Marks, Counsel
Halo Wireless Inc
3437 W. 7th St
Box 127
Fort Worth, TX 76107

Re: Notice of Request for Blocking of Traffic of Halo Wireless Inc. terminating to Mid-Missouri Telephone Company, made pursuant to the Missouri Enhanced Record Exchange Rule of the Missouri Public Service Commission.

Dear Mr. Marks:

Thank you for the conference call of February 24. Thank you also for your March 2 email response to my email of February 25. This letter is in furtherance of those discussions, and in response to your letter of February 22 to AT&T Missouri and myself on Mid-Missouri's behalf.

Mid-Missouri has decided to continue with its blocking request of February 14, 2011. Halo's actions indicate Mid-Missouri's interests will best be protected by blocking Halo Wireless (Halo) traffic. If Halo in writing requests interconnection agreement negotiations with Mid-Missouri before March 14, Mid-Missouri will drop its blocking request.

I disagree with the positions Halo has taken in these regards, and will set forth my disagreement here. If I don't respond to every detail of your correspondence that does not indicate agreement.

Halo adopted an interconnection agreement with AT&TMO in June of 2010, as Halo was required to do in order to exchange reciprocal compensation traffic with Missouri's largest ILEC. Although Mid-Missouri is not as large as AT&T, Halo was obligated to do the same in order to exchange reciprocal traffic with Mid-Missouri. I note that § 3.1.3 of your agreement with AT&TMO obligated Halo to enter into an agreement with Mid-Missouri before sending traffic to Mid-Missouri. If Halo had complied with its own contractual obligations, the current disputes would not have arisen.

Instead of complying with the law, and with an interconnection agreement approved by the State of Missouri, Halo sent Mid-Missouri terminating traffic without any notice or opportunity to develop the reciprocal compensation and exchange access arrangements required for these types of traffic. Mid-Missouri billed the correct exchange access rates for this traffic, the only compensation mechanism available to Mid-Missouri as Halo failed to obtain an agreement with Mid-Missouri as required by law. In response to Mid-Missouri's bill, Halo claims Mid-Missouri can't assess *any* charges to Halo because there is no agreement. Then Halo creates a backup argument that there is a "defacto" bill and keep agreement. It is apparent to me that Halo is interested in free use of Mid-

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Missouri facilities while it attempts to avoid or delay its obligation to compensate.

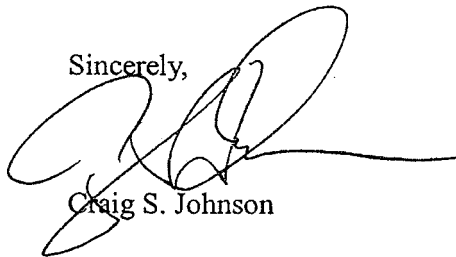
Missouri's Enhanced Record Exchange Rule was designed to protect terminating carriers such as Mid-Missouri from exactly this type of situation. By placing traffic on the LEC-to-LEC network, Halo has brought itself within the ambit of this rule, and within the jurisdiction of the State of Missouri via the Missouri Public Service Commission, and therefore is subject to having its traffic blocked. Missouri is entitled to enforce this Rule. 47 USC 251(d)(3). 47 USC 253.

Although FCC rules do contemplate "bill and keep" reciprocal compensation arrangements, there are three prerequisites that are not present here: (1) Mid-Missouri has not agreed to it; (2) there is no balance of traffic; and (3) the MoPSC has not approved it for use by Halo and Mid-Missouri.

Halo claims that Mid-Missouri's only recourse is to request Halo to negotiate. But in the same breath Halo attempts to impose artificial and dilatory constructs as to what Mid-Missouri must say in the interconnection request Halo invites Mid-Missouri to make. To be clear, Mid-Missouri has not requested interconnection agreement negotiations with Halo. Mid-Missouri has informed Halo that it can avoid the blocking request by requesting negotiations with Mid-Missouri to adopt or establish an interconnection agreement.

For the record, Mid-Missouri disagrees with Halo's constructs as to why Mid-Missouri must initiate the negotiation process, and what Mid-Missouri must say if Mid-Missouri chose to initiate them. Halo is the party guilty of establishing an indirect interconnection without Mid-Missouri's agreement, and sending traffic without agreement. There is no need for Mid-Missouri to specify the type of interconnection to address in the negotiations. Mid-Missouri is not required to specify which subsection of 47 USC 251 or 252 its request is made pursuant to. The FCC rule in 47 CFR 20.11(e) and the *T-Mobile* decision make it clear that an interconnection request triggers both sections 251 and 252. Mid-Missouri is not required to request that Halo "submit" to MoPSC arbitration jurisdiction now. The rule and *T-Mobile* decision make it clear that the term "submit" refers to a request for arbitration made during the arbitration window between the 135th and 160th days after an interconnection negotiation request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig S. Johnson', with a long horizontal flourish extending to the right.

Craig S. Johnson

cc: Todd Wessing
Bonnie Gerke
Sherre Campbell
John Van Eschen, Mgr. MoPSC Telecommunications Dept.
Bill Voight
Leo Bub

EXHIBIT 25
3/8/2011 LETTER FROM CRAIG S. JOHNSON