John Van Eschen
Bill Voight
John Marks, General Counsel, Halo Wireless

EXHIBIT 32
3/24/2011 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
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JEFFERSON CITY, MISSOURI 65102-0456
TELEPHONE (573) 635-7166
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BRIAN T. MCCARTNEY
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SCOTT A. HAMBLIN
JAMIE J. COX
L. RUSSELL MITTEN
ERIN L. WISEMAN
JOHN D. BORGMEYER

COUNSEL
GREGORY C. MITCHELL

March 24, 2011

VIA EMAIL & US MAIL

Mr. Leo Bub
AT&T Missouri
One Bell Center, Room 3520
St. Louis, MO 63101

Re: Blocking of Terminating Traffic to Halo Wireless, Inc.

Dear Leo:

I am writing on behalf of Mark Twain Rural Telephone Company and Mark Twain Communications, Inc. (collectively Mark Twain) to request the assistance of AT&T Missouri (AT&T) in blocking traffic from Halo Wireless, Inc. (Halo) OCN 429F, as Halo has failed to 1) compensate Mark Twain for traffic Halo is terminating to Mark Twain; and 2) deliver originating caller identification (i.e., Calling Party Number or CPN) with each call Halo is sending to Mark Twain for termination.

As you are aware, terminating carriers, such as Mark Twain, may request the originating tandem carrier to block traffic over the LEC-to-LEC network where the originating carrier has failed to fully compensate the terminating carrier for terminating compensable traffic or failed to deliver originating caller identification. See 4 CSR 240-29.130. Beginning in approximately December, 2010, Mark Twain began receiving terminating traffic from Halo over the LEC-to-LEC network, as indicated in the "wireless" billing records Mark Twain received from AT&T. When Mark Twain attempted to bill Halo for this traffic, Halo refused to pay for its traffic. A copy of Halo's correspondence dated March 2, 2011, is attached hereto as Attachment A. In addition, Mark Twain has attempted to review its own switch records in order to identify the type and jurisdiction of the traffic it is receiving from Halo, but the originating caller identification (i.e., calling party number or CPN) for each terminating call has been replaced with a "fictitious" NPA-NXX that is assigned to Halo.

Therefore, Mark Twain requests that AT&T take the necessary steps to block Halo's traffic from terminating over the LEC-to-LEC network to the following Mark Twain exchanges:

Company Name	Exchange(s)	NPA	NXX
Mark Twain Telephone Company	Baring	660	892
	Bethel	660	284
	Brashear	660	323
	Durham	573	478
	Greentop	660	949
	Hurdland	660	423
	Knox City	660	434
	Leonard	660	762
	Newark	660	733
	Novelty	660	739
	Philadelphia	573	439
	Steffenville	660	278
	Williamstown	573	853
	Wyaconda	660	479
Mark Twain Communications	Ewing	573	209
	La Belle	660	213
	Lewistown	573	215

Mark Twain requests that AT&T effectuate blocking of Halo traffic on or after April 25, 2011. Please let me know whether AT&T will be able to block traffic on the date requested. If you have any questions regarding this request or require additional information, please contact me at your earliest convenience.

Thank you in advance for your attention to and cooperation in this matter.

Sincerely,

W.R. England, III

WRE/da
cc: Mr. John Marks (via email)
Mr. John VanEschen (via email)

EXHIBIT 33
3/24/2011 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
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JAMIE J. COX
L. RUSSELL MITTEN
ERIN L. WISEMAN
JOHN D. BORGMEYER

COUNSEL
GREGORY C. MITCHELL

March 24, 2011

VIA EMAIL & FEDERAL EXPRESS

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

Re: Blocking of Terminating Traffic from Halo Wireless
Effective April 25, 2011

Dear Mr. Marks:

This notice to commence blocking the telecommunications traffic that Halo Wireless, Inc. (Halo) is terminating to Mark Twain Rural Telephone Company and Mark Twain Communications, Inc. (collectively Mark Twain) is made pursuant to the Missouri Public Service Commission (MoPSC) Enhanced Record Exchange (ERE) Rule, 4 CSR 240, Chapter 29. Under the ERE Rule, a terminating carrier may request that the originating tandem carrier (in this case, AT&T Missouri) block the traffic of an originating carrier and/or traffic aggregator that has failed to 1) fully compensate the terminating carrier for terminating compensable traffic; and 2) deliver the originating caller identification with each call it is sending to Mark Twain.

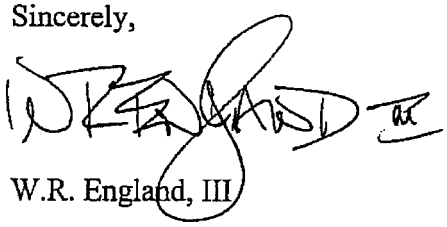
Reasons for Blocking: Halo Wireless has failed to 1) fully compensate Mark Twain for the traffic Halo is terminating to Mark Twain; and 2) deliver the originating caller identification (i.e., Calling Party Number or CPN) with each call Halo is sending to Mark Twain for termination.

Date for Blocking to Begin: April 25, 2011.

Actions Necessary to Prevent Blocking. In order for Halo Wireless to avoid having its traffic blocked on the LEC-to-LEC Network beginning on April 25, 2011, Halo must: 1) compensate Mark Twain for the traffic Halo is terminating to Mark Twain at the appropriate access rate for interexchange traffic and the reciprocal compensation rate for intraMTA wireless traffic; and 2) immediately begin delivering the originating caller identification (i.e., CPN) with each call Halo is sending to Mark Twain for termination. These actions must be taken on or before April 20, 2011.

Contact Person for Further Information. Mark Twain has designated W.R. England, III and Brian McCartney as contact persons for further correspondence or information regarding this matter.

Sincerely,



W.R. England, III

WRE/da
cc: Mr. John VanEschen, Missouri Public Service Commission (via email)
Mr. Leo Bub, AT&T Missouri (via email)

EXHIBIT 34
NARUC OPPOSITION TO PETITION OF TWC AND CRC FOR PREEMPTION
DOCKET NO. WC 10-143

N A R U C
National Association of Regulatory Utility Commissioners

March 18, 2011

The Honorable Julius Genachowski, Chairman
The Honorable Michael J. Copps, Commissioner
The Honorable Robert M. McDowell, Commissioner
The Honorable Mignon Clyburn, Commissioner
The Honorable Meredith Attwell Baker, Commissioner
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

RE: NARUC Opposition to Petition of TWC and CRC Communications for Preemption

Written Ex Parte filed in the proceeding Captioned: *In the Matter of Petition of CRC Communications of Maine, Inc. and Time Warner Cable, Inc. for Preemption Pursuant to Section 253 of the Communications Act, as Amended,* Docket No. WC 10-143

The National Association of Regulatory Utility Commissioners ("NARUC")[1] respectfully submits this opposition to the request of CRC Communications of Maine and Time Warner Cable, Inc. (collectively "TW") for an Order of the Federal Communications Commission ("FCC") to preempt and reverse the Order of the Maine Public Utilities Commission's ("MPUC") issued in May 2008 – more than two years before the Maine Commission ultimately upheld the rural exemption for five small rural local exchange carriers ("RLECs") in Maine.[2]

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[1] NARUC is recognized by Congress in several statutes, and consistently by the Courts, as well as a host of federal agencies, as the proper entity to represent the collective interests of State utility commissions. See 47 U.S.C. §410(c) (1971) (Congress designated NARUC to nominate members of Federal-State Joint Board to consider issues of common concern); See also 47 U.S.C. §254 (1996); See also *NARUC, et al. v. ICC*, 41 F.3d 721 (D.C. Cir 1994) (where this Court explains "Carriers, to get the cards, applied to...(NARUC), an interstate umbrella organization that, as envisioned by Congress, played a role in drafting the regulations that the ICC issued to create the "bingo card" system). See also, e.g., *U.S. v. Southern Motor Carrier Rate Conference, Inc.*, 467 F. Supp. 471 (N.D. Ga. 1979), aff'd 672 F.2d 469 (5th Cir. 1982), aff'd en banc on reh'g, 702 F.2d 532 (5th Cir. 1983), rev'd on other grounds, 471 U.S. 48 (1985) (where the Supreme Court notes: "The District Court permitted (NARUC) to intervene as a defendant. Throughout this litigation, the NARUC has represented the interests of the Public Service Commissions of those States in which the defendant rate bureaus operate." 471 U.S. 52, n. 10. See also, *Indianapolis Power and Light Co. v. ICC*, 587 F.2d 1098 (7th Cir. 1982); *Washington Utilities and Transportation Commission v. FCC*, 513 F.2d 1142 (9th Cir. 1976); Compare, *NARUC v. FERC*, 475 F.3d 1277 (D.C. Cir. 2007); *NARUC v. DOE*, 851 F.2d 1424, 1425 (D.C. Cir. 1988); *NARUC v. FCC*, 737 F.2d 1095 (D.C. Cir. 1984), cert. denied, 469 U.S. 1227 (1985). See also NRC Atomic Safety and Licensing Board Memorandum and Order (Granting Intervention to Petitioners and Denying Withdrawal Motion), LBP-10-11, *In the Matter of U.S. Department of Energy (High Level Waste Repository)* Docket No. 63-001-HLW; ASLBP No. 09-892-HLW-CABO4, mimeo at 31 (June 29, 2010) ("We agree with NARUC that, because state utility commissioners are responsible for protecting ratepayers' interests and overseeing the operations of regulated electric utilities, these economic harms constitute its members' injury-in-fact.")

[2] Maine Public Utilities Commission, Order, May 5, 2008, Docket No. 2007-611.

The CRC-TW petition is defective both on the merits and from a procedural prospective. That Order appealed established the ground rules for adjudicating the rest of the proceeding. When the Order was issued, *Time Warner did not appeal or object to the Order*. Certainly that was an option. Rather, it agreed to proceed according to the procedures established by the Order.

The rural exemption was included in the Telecommunications Act of 1996 ("TelAct") to ensure the continued viability of small rural telephone companies that have "provider-of-last-resort" obligations. The TelAct specifically delegated to States authority to determine when economic conditions were sufficient to either uphold or lift the rural exemption, based on evidence provided in State proceedings. The party seeking to lift the rural exemption has the burden of proof in such State proceedings.

In 2009 and 2010, the Maine Commission conducted lengthy proceedings providing ample opportunity for TW to meet its burden of proof with respect to the relevant legal and economic standards. Ultimately, in July 2010, the Maine PUC denied the TW petitions to lift the rural exemptions of five RLECs, finding the companies had not satisfied their burden of demonstrating that its competitive entry in to the territory of the five rural ILECs would not be "unduly economically burdensome."[3]

On its face, the TW petition to preempt a State commission order made in the course of fulfilling an explicitly delegated task under federal law lacks merit and should be summarily dismissed. The order that those Petitioners now seek to have preempted is the order issued by the MPUC on May 5, 2008, in MPUC Docket No. 2007-611, rather than the Order issued more recently on July 9, 2010, in MPUC Docket Nos. 2009-40 through 2009-44. In either case, petitioners have an ample remedy in federal district court.

TW misinterprets the statutory scheme provided in the TelAct and, in so doing, fail to make a valid argument that they are entitled to interconnection under §251(b). The MPUC concluded correctly that TW is not entitled to arbitration of their request for interconnection under that sub-section. In any event, §251(f)(2) makes it clear that the prevailing economic and universal service-related facts (i.e., undue economic burden on the RLEC) found present in a case involving §251(c) also ultimately requires a State commission to apply the rural exemption from interconnection otherwise available pursuant to §251(b). TW's statutory arguments are without merit even if they were to prevail in their questionable procedural attempt to collaterally attack a two year procedural ruling instead of the recent decision on the merits.

TW makes a series of technical legal arguments that, if accepted, would undermine the fundamental purpose of the rural exemption. The over-riding purpose of the rural exemption is to prevent ruinous competition in areas served by small rural telephone companies that provide the sole means of communication for many customers – customers who will never be served by competitors like TW. It would be no solace to RLECs or to their customers that the RLECs were rendered non-viable because of competition pursuant to §251(b), as opposed to because of §251(c). Such a technical and narrow reading of the rural exemption provisions is inconsistent on its face with the statutory text.

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[3] CRC Communications of Maine, Inc., Investigation Pursuant to 47 U.S.C. §251(f)(1) Regarding CRC Communications of Maine's Request of UniTel, Inc, Docket Nos. 2009-40 through 2009-44, Order, p. 54, July 9 2010.

Finally, TW's arguments invoking §253[4] of the TelAct (elimination of barriers to entry) is charitably – a very unusual - and certainly fractured reading of that provision. Section 253(f) specifically provides that it §253 "shall not apply…to a service area served by a rural telephone company that has obtained an exemption, suspension, or modification of section 251(c)(4) of this title that effectively prevents a competitor from meeting the requirements of section 214(e)(1) of this title. The references to the National Broadband Plan – which must contemplate additional authorizing legislation is also a weak counter to the express statutory text. Although they make the attempt, TW cannot logically argue that a general policy found in the TelAct or statements made in the Broadband Plan – which, at this point, is merely an FCC staff recommendation – can preempt a specific provisions of the TelAct where Congress require States to engage in this proceeding. The legal syllogism TW advances is untenable on its face. The petition should be dismissed immediately.

The petitioners are not left without a remedy. They can appeal the rural exemption determinations and present their illogical construct to the court. I suspect the Court will not find this argument relevant or if relevant to the merits – remotely logical. However, if Petitioners are correct in their view of the statute, the Courts should ultimately decide that the State PUC's ultimate finding that the exemption applies is of no significance to the State's separate duty to arbitration interconnection disputes.

Please do not hesitate to contact the undersigned at 202.898.2207 or jramsay@naruc.org if you have any questions about this pleading.

Respectfully submitted,

/s/
James Bradford Ramsay
NARUC General Counsel

Cc: *Rick Kaplan - Chief Counsel and Senior Legal Advisor, Office of the Chairman*
Zac Katz - Legal Advisor for Wireline Communications, International and Internet Issues, Office of the Chairman
Margaret McCarthy - Policy Advisor, Wireline, Office of Commissioner Copps
Christine D. Kurth - Policy Director & Wireline Counsel, Office of Commissioner McDowell
Angela Kronenberg - Wireline Legal Advisor, Office of Commissioner Clyburn
Louis Peraertz - Legal Advisor, Wireless, International, and Public Safety, Office of Commissioner Clyburn
Drema Johnson - Deputy Chief of Staff, Office of Commissioner Clyburn
Brad Gillen - Legal Advisor-Wireline issues
Sharon Gillett, Chief Wireline Competition Bureau
Austin Schlick, FCC General Counsel

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4 See: http://law.onecle.com/uscode/47/253.html for the full text of 47 U.S.C. §253 (1996).

EXHIBIT 35
3/4/2011, 3/10/2011 EMAILS BETWEEN MID-PLAINS AND HALO WIRELESS

W. Scott McCollough

From: John Marks [jmarks@halowireless.com]
Sent: Thursday, March 10, 2011 2:40 PM
To: wsmc@smccollough.com; 'Robert Johnson'
Subject: FW: Mid-Plains / Halo Interconnection
Attachments: NECA Tariff 4 Info.pdf

From Wes Robinson:

From: Wes Robinson [mailto:wrobinson@jsitel.com]
Sent: Thursday, March 10, 2011 2:12 PM
To: John Marks
Subject: Mid-Plains / Halo Interconnection

Mr. Marks,

Thank you for your response on Friday. Mid-Plains is looking forward to reviewing Halo's proposed changes to the agreement. Mid-Plains agrees with Halo when you insist that the parties only negotiate issues related to the parties' obligations under Section 251. As such, to the extent Halo proposes any substantive changes to the agreement, please indicate in a brief comment within the document why Halo believes the proposed change is justified under applicable Texas Commission decisions. This will help us understand the basis of any proposed changes and, I hope, will speed negotiations along. For example, to the extent Halo believes that its status as a CMRS provider authorizes it to resell landline local exchange services within the state of Texas without first obtaining a state-issued certificate, please provide support for such a conclusion. The same applies to access to UNEs, collocation, and IP interconnection obligations between ILECs and CMRS providers. If the Texas Commission has ever ordered an ILEC in general (or a rural telephone company in particular) to provide these services to a CMRS provider, please provide citations to Texas Commission decisions so that we can review them.

In regard to your request for TELRIC pricing information, Mid-Plains does not currently have any cost studies supporting the proposed rates. As discussed earlier, we are hopeful that the parties can voluntarily reach an agreement to allow the parties to exchange traffic with one another without having to get into complicated and divisive issues like the applicability of certain pricing standards. However, as noted by the Texas Commission in Docket No. 35869, rural telephone companies like Mid-Plains are exempt from TELRIC pricing standards. Mid-Plains' proposed rate in the agreement is the lowest reciprocal compensation rate in effect between Mid-Plains and a CMRS provider and, as such, we believe the proposed rate is "just, reasonable, and nondiscriminatory." (See Docket No. 35869, Arbitration Award, at pp. 9-10.)

In regard to the network information requested, Mid-Plains operates a host / remote network with the host switch being the Tulia Exchange (TLIATXAJDS0). Mid-Plains is offering to exchange all traffic with Halo at the single point of interconnection in the Tulia host office switch. To the extent Halo wishes to interconnect at the remote offices, Halo would be required to obtain multiple points of interconnection for the exchange traffic with Mid-Plains. While Mid-Plains does not object to Halo obtaining additional points of interconnection to the extent traffic volumes warrant such a request, we believe that the single point of interconnection at Tulia is the most practical for both parties at this point. However, Mid-Plains' proposed agreement allows the parties to add additional technically feasible points of interconnection in the future to the extent the parties agree. NECA Tariff F.C.C. No. 4 is publicly available, but I have attached information regarding Mid-Plains' network including mileage and meet

points in an effort to assist you. To the extent you require any additional network information, please let me know.

Thank you for your attention to this matter.

Wes Robinson
Manager - Regulatory Affairs
John Staurulakis, Inc.
9430 Research Blvd.
Echelon Bld. II, Suite 200
Austin, Texas 78759
(512) 338-0473
(512) 346-0822 fax

From: John Marks [mailto:jmarks@halowireless.com]
Sent: Friday, March 04, 2011 5:55 PM
To: Wes Robinson
Subject:

Mr. Robinson,

Halo has been somewhat busy responding to a recent increase in communications by carriers, and this has slowed our ability to assess and respond to the document you mailed on 2/11 relating to Mid-Plains. We intend to finish our review and provide a red-line by mid-week next week. Although we will provide that material to you, a few caveats and reservations are important.

1. Halo still does not agree that your client Mid-Plains has properly invoked FCC Rule 20.11(e). As we indicated during our call we are willing to discuss substance with you but our position remains that we are not yet formally under the negotiation and arbitration process in §252 and that since Halo has not been requested to submit to state level arbitration we have not done so. Thus, if your client were to choose to file something with the state commission we reserve the right to assert the Texas PUC lacks both subject matter and personal jurisdiction. Further, we continue to assert that the only way the state commission can have jurisdiction and can establish arbitrated terms is if your clients have §251(b) duties. In other words, a state commission proceeding cannot rely only on §251(a) duties and arbitrate solely a §251(a) agreement. We explained our position and the basis for that position before, so I will not reiterate it here. Thus, the transmittal of a mark-up will be without waiver of that position.

2. Subject to that reservation and express lack of waiver, in order to be efficient we will mark up the agreement assuming (again, without accepting)that your client has indeed properly invoked 20.11(e). The mark-up will implement your client's §251(b) duties and the §251(c) duties that will arise (or for purposes of the exercise we are assuming they have already arisen). It will involve only those topics. Halo does not/will not agree to negotiate any issue outside of those duties and with regard to those duties we do not/will not agree to negotiate terms without regard to the standards for them in the Act and FCC rules.

The mark-up will, however, necessarily be incomplete in several critical regards because of a lack of information. Therefore, in order to provide a complete set of terms we will need information regarding the following §251(b) and (c) topics:

FCC rule 51.30(c)(8)(ii) requires ILECs to "furnish cost data that would be relevant to setting rates if the parties were in arbitration" while parties are negotiating, if requested. I believe that during our call Halo

indicated that we wanted cost information to support your proposed transport and termination prices. I now reiterate our request that you provide client-specific cost data so we can compare the price you have proposed to the applicable rules. Specifically we need your TELRIC cost studies.

Halo will desire direct interconnection and will apply §251(c)(2) as well as §252(d)(1). Halo's wireless network is 4G and we use Wi-Max, so we will be seeking IP-based interconnection rather than the more traditional circuit-switched interfaces and signaling. Transport and termination pricing will follow §252(d)(2). We will also be interested in inter alia, resale (§251(c)(4)), collocation (§251(c)(6)), and structure access terms (§251(b)(4), invoking and applying §224)), and we will insist on faithful application of all the standards established in §252 along with the FCC's implementing rules.

Therefore, please provide cost studies using TELRIC principles that support all of your client's proposed pricing for interconnection, traffic exchange, and collocation. Please provide studies reflecting your client's claimed avoided cost for resale purposes. Please provide studies that will support your clients proposed prices and terms for access to poles, conduits and rights of way. Assuming (without admitting) that we are in the §252 process, your client must provide this information that will be used under §252(d) and FCC rules 51.501, 51.609 and 51.705, among others.

FCC rule 51.301(c)(8)(i) requires an ILEC "to furnish information about its network." While I am certain we will have additional requests in the future, at this time Halo requests that your client also provide (i) information regarding each of your client's end offices and the tandem that tends to each of them, including the portion of the transport facility that is owned by your client and (ii) the extent to which your client has IP in its network. The need for part (i) should be relatively apparent. First, we want to be able to verify transport distances for purposes of transport and termination charges and even more specifically the transport your client provides from the tandem to each end office so we can be sure we are not paying for more transport than your client is actually providing using its own facilities. Second, we will want to identify the potential places "within" your client's network where Halo can establish a single POI that will serve all of your client's switches within the LATA. Part(ii) relates to our potential desire to affect IP-based rather than "TDM"-based interconnection for purposes and our need to know where the most mutually-convenient location might be to establish IP-based interconnection at the single LATA POI we would propose to establish.

This information is necessary for us to be able to develop and propose terms in the 252 context (again, assuming but not admitting that is the context that applies) and it most certainly would be relevant to the issues that would be arbitrated before a regulator given the substantive standards of the Act in §251(b)(5) and (c) and then in §252.

We will provide a partial mark-up, but it will necessarily be incomplete. We cannot devise proposed terms to implement all of your client's §251(b) and (c) duties until we receive the information requested above. The mark-up will so reflect.

Thank You.

EXHIBIT 3

BENNET & BENNET PLLC

Law Offices of Bennet & Bennet, PLLC

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*Admitted in DC & PA Only
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▲Admitted in DC & WA Only
◇Admitted in DC & ME Only
#Admitted in DC & FL Only

April 19, 2011

VIA ELECTRONIC MAIL AND U.S. MAIL

Alex Starr, Chief (Alex.Starr@fcc.gov)
Rosemary H. McEnery, Deputy Chief (Rosemary.McEnery@fcc.gov)
Market Disputes Resolution Division
Enforcement Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: Halo Wireless, Inc. v. Citizens Telephone Company of Higginsville, Inc., *et al.* Request for Inclusion of Complaint, Once Filed, on FCC Accelerated Docket

Dear Mr. Starr and Ms. McEnery:

Citizens Telephone Company of Higginsville, Inc. ("Citizens"), Green Hills Telephone Corporation ("Green Hills"), Mid-Missouri Telephone Company ("Mid-Missouri"), Northeast Missouri Rural Telephone Company ("Northeast"), Chariton Valley Telephone Corporation ("Chariton Valley"), and Mark Twain Rural Telephone Company ("Mark Twain") (collectively, the "Missouri RLECs"), by their counsel and pursuant to the request of the staff of the Market Disputes Resolution Division (the "Division") of the Federal Communications Commission ("FCC" or "Commission"),[1] hereby respond to the March 28, 2011 letter from Halo Wireless, Inc. ("Halo") to the Division requesting inclusion of a complaint, once filed, on the Accelerated Docket (the "Complaint"). Halo alleges, *inter alia*, that the Missouri RLECs and their third-party tandem provider, AT&T Missouri ("AT&T"), have violated Section 201(b) of the Communications Act of 1934, as amended (the "Act"), and various FCC rules by implementing blocking of traffic on the Missouri intrastate Feature Group C ("FGC") network.

As explained herein, the Missouri RLECs have reasonably and properly caused the implementation of blocking of Halo traffic on the FGC Local Exchange Carrier-to-Local Exchange Carrier ("LEC-to-LEC") network pursuant to the Missouri Enhanced Records Exchange Rules ("ERE Rules") of the Missouri Public Service Commission ("MoPSC") for Halo's failure to fully compensate the Missouri RLECs and to deliver originating caller identification, as well as for transmitting interLATA wireline traffic over the LEC-to-LEC network.[2] The Missouri RLECs' initial investigations indicate that Halo has engaged in a scheme to aggregate interexchange wireline-to-wireline and other third-party traffic and to route it as if it were Halo-originated Commercial Mobile Radio Services ("CMRS") traffic. Halo has

[1] *See* Letter from Rosemary H. McEnery to W. R. England, III and Craig S. Johnson (dated April 6, 2011).
[2] *See* 4 CSR 240-29.010, *et seq.*

promulgated this scheme in order to avoid the payment of lawful compensation and interconnection obligations applicable to the exchange of wireline traffic. The Missouri RLECs' actions to address Halo's scheme and failure to comply with the requirements for use of the LEC-to-LEC network are consistent with Section 201(b) of the Act and FCC precedent. The Missouri RLECs also generally deny Halo's other allegations that they have violated other provisions of the Act and the FCC's rules.

As discussed in greater detail below, this dispute is not appropriate for consideration on the Accelerated Docket. Halo only obtained FCC authority to operate its alleged wireless facilities and to originate and carry traffic on April 15, 2011. In addition, and as discussed in greater detail below, this dispute is highly complex, involving many issues and questions of fact and law. Resolution will require extensive discovery and investigation that is not available under the constraints of the Accelerated Docket. Moreover, this dispute is not unique to the named Missouri RLECs, as Halo is sending traffic to all small telephone companies across Missouri. In addition, Halo seeks preemption of the rules of the MoPSC. Basic principles of federalism dictate that the MoPSC must be given an opportunity to meaningfully participate in any FCC challenge to its rules. The Accelerated Docket is not an appropriate process for this collateral challenge to the MoPSC's rules. Finally, Halo should have availed itself of proceedings before the MoPSC and has therefore failed to exhaust remedies readily available to it. For these and other reasons discussed below, this matter is inappropriate for consideration on the Accelerated Docket. The FCC should not allow its processes to be used to further Halo's access avoidance scheme. This matter would best be considered by the MoPSC itself, and there are available procedures for doing so. The Missouri RLECs, however, are willing to engage in reasonable FCC staff-supervised settlement discussions to attempt to resolve the dispute.

I. Statement of Facts

In approximately mid-December, 2010, Citizens received wireless billing records from its tandem provider, AT&T, indicating that an unusually large amount of wireless traffic had been transited to Citizens for termination in the prior month of November, 2010. On closer review, this significant increase in wireless traffic was due to traffic from a new wireless carrier, Halo. In Halo's initial month of sending traffic to Citizens, Citizens terminated almost 36,000 minutes of use ("MOUs") of Halo traffic over the FGC, or common, trunk group from AT&T's tandem. This amount of traffic was eight times the amount of traffic delivered to Citizens over the FGC trunks from *all* wireless carriers combined from the month before. Citizens checked the Halo website and found that it was a small wireless carrier with limited offerings serving the communities of Tyler, Brenham, and Pleasanton, Texas.

Given the substantial amount of traffic that this small wireless carrier appeared to be originating, Citizens undertook further investigation regarding the actual calls being originated and/or delivered by Halo. While the AT&T tandem wireless billing records[3] do not contain the actual telephone number of the end user actually originating the call (i.e., the calling party number or "CPN"), for each call, they do contain sufficient call detail (i.e., date, time, duration, called number, etc.) that Citizens – through much manual clerical work – was able to match the individual call detail it received in the AT&T tandem records with call detail information from

[3] AT&T as the tandem provider is required by the ERE Rules to provide each subtending telephone company with records which specifically identify traffic transited from wireless carriers. *See* 4 CSR 240-29.040(4).

Citizens' own terminating switch records. That initial review revealed that the traffic Halo was sending to Citizens for termination was a mix of wireline (e.g., LEC-originated), third-party wireless[4], and originating 800 traffic.

Shortly after Citizens began terminating traffic from Halo, Green Hills also began terminating traffic from Halo. Green Hills sent an invoice to Halo billing a rate contained in several MoPSC approved Traffic Termination Agreements that Green Hills has with other wireless carriers. Shortly thereafter, Green Hills received a letter from Halo's General Counsel, Mr. John Marks, disputing and refusing to pay the bill.[5] Green Hills also began a preliminary investigation of the nature of the traffic Halo was sending to Green Hills. Green Hills' investigation revealed the same results as Citizens – that the traffic Halo was delivering to Green Hills for termination was a mix of wireline, third-party wireless, and 800 traffic.

Thereafter, Citizens and Green Hills caused correspondence to be sent to Halo requesting that it begin negotiations toward an interconnection agreement (to include compensation for intraMTA wireless traffic) and advising Halo that to the extent it was delivering interLATA, wireline traffic over its interconnection with AT&T for termination by Citizens or Green Hills, that Halo should cease and desist from doing so as that was a violation of the MoPSC's ERE Rules.[6]

While waiting for a response from Halo, Citizens and Green Hills saw a dramatic increase in the amount of traffic Halo was delivering from its first month to its second month. In the case of Citizens, the Halo traffic nearly doubled from 36,000 MOUs to 65,000 MOUs. Green Hills saw an even more dramatic increase from 48,000 MOUs to 142,000 MOUs.

As a result of their investigations into the nature of Halo's traffic, the significant increase in Halo traffic from month-to-month, and Halo's failure to respond or otherwise acknowledge their December 30, 2010 correspondence, Citizens and Green Hills caused a letter to be sent to AT&T requesting that it block Halo's traffic in accordance with the provisions of the MoPSC ERE Rules.[7] On January 19, 2011, Citizens and Green Hills also sent a notice of their intent to block in accordance with the MoPSC ERE Rules by certified mail to Halo.[8] The ERE Rules required that Citizens and Green Hills copy the MoPSC with the blocking notifications, and Citizens and Green Hills did so.

At this point, under the ERE Rules, Halo could have determined to use alternative means of the delivering the traffic that was to be subject to the blocking, or filed a formal compliant with the MoPSC seeking expedited resolution.[9] Halo was fully informed of its right to commence such a proceeding.[10] Had Halo availed itself of such procedure, AT&T would not

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[4] "Third-party wireless" refers to traffic originated by a wireless carrier other than Halo (e.g., Verizon Wireless, Sprint, T-Mobile, etc.).
[5] A copy of Mr. Marks letter is attached as part of Exhibit 2 to the Complaint.
[6] A copy of this correspondence is attached as Exhibit 2 to the Complaint.
[7] A copy of this correspondence is attached as Exhibit 3 to the Complaint.
[8] A copy of this correspondence is attached as Exhibit 4 to the Complaint.
[9] *See* 4 CSR 240-29.130(9) & (10) (Originating carrier and/or traffic aggregator "should immediately seek action by the commission through the filing of a formal complaint...[and] shall include a request for expedited resolution.").
[10] *See, e.g.*, 3/14/2011 Email form AT&T to Halo Wireless, Complaint Exhibit 28 (Indicating that "Halo could effect an immediate halt to the blocking by the filing of a complaint with the MoPSC.").

have implemented blocking pending the MoPSC decision.[11] Halo, however, did not seek such recourse.

Around the same January 2011 timeframe, the other Missouri RLECs also began receiving wireless call detail records from AT&T which indicated that Halo was delivering "wireless" traffic for termination by the Missouri RLECs. Like Citizens and Green Hills, these RLECs were terminating unusually large amounts of traffic from what appeared to be a small, "start-up" Texas wireless carrier with no apparent presence in Missouri. All of these RLECs began comparing their AT&T call records with their switch records, and the results were the same as Citizens and Green Hills. The Halo traffic was a mix of wireline, third-party wireless, and 800 traffic.

These companies engaged in various discussions with Halo,[12] but ultimately sought to implement blocking of Halo's traffic on the LEC-to-LEC network – as Citizens and Green Hills had done – for Halo's failure to fully compensate them or to deliver originating caller identification.[13] To date, Halo has not availed itself of MoPSC procedures to avoid the blocking, and blocking either has been or will be implemented for the remaining Missouri RLECs pursuant to Missouri law.

In addition to seeking to implement the procedures under the ERE Rules, Citizens also continued to investigate the nature of the Halo terminating traffic and found that, based upon the CPN of the calling party, the majority of calls from Halo appeared to be intrastate, interexchange wireline calls (i.e. LEC-to-LEC calls). In one case, Citizens identified four (4) calls delivered by Halo that in fact were originated by Citizens regulatory counsel in Jefferson City, Missouri and terminated to Citizens' office in Higginsville, Missouri. Citizens' regulatory counsel has a wireline telephone which is presubscribed to CenturyLink for all long distance calling. Jefferson City is located in the Jefferson City/Columbia, Missouri LATA, and Higginsville is located in the Kansas City, Missouri LATA so these calls were intrastate, interLATA interexchange calls that were being passed-off by Halo as "wireless calls." Jefferson City is located in the St. Louis Major Trading Area ("MTA"). Higginsville is located in the Kansas City MTA. Therefore, these calls also were interMTA in jurisdiction.

When CenturyLink was asked how these calls were being delivered and terminated as Halo "wireless" traffic, CenturyLink determined, after investigation, that it used "least cost routing" to terminate some of its long distance traffic. For the four (4) calls in question, CenturyLink had handed those calls off to an entity called Transcom, and it appears Transcom, in turn, handed those calls off to Halo for ultimate termination to Citizens. Although Halo was made aware of these four (4) calls,[14] Halo has offered no explanation for how these wireline-originated, intrastate interexchange calls ended up being terminating over Halo's interconnection with AT&T as "wireless intraMTA calls."

An example of the type of analysis Citizens performed is attached to this letter as Attachment No. 1. This analysis consists of 246 calls delivered by Halo on February 4, 2011. The attached spreadsheet correlates the call detail as recorded by AT&T at the tandem with the

[11] *See* 4 CSR 240-29.130(10).
[12] *See, e.g.*, 2/25/2011, 3/2/2011 Emails between Halo Wireless and C. Johnson, Complaint Exhibit 23.
[13] *See, e.g.*, Complaint Exhibits 31 & 33.
[14] *See* 2/18/11 letter from W.R. England, III, Complaint Exhibit 16.

call detail for the same call as recorded by Citizens' switch. As can be seen from the CPN captured by the Citizens switch, the majority of the Halo's traffic is intrastate interexchange traffic originating from NPA-NXXs that are assigned to wireline carriers. More significantly, not one of these 246 calls is from a caller with a number that is assigned to Halo. What little wireless traffic that appears to be included in Halo's traffic comes from NPA-NXXs that are assigned to other wireless carriers such as Verizon, Sprint, Leap, etc.[15]

Of even greater concern, on or about February 14, 2011 (after Missouri regulatory counsel had challenged Halo regarding the nature of the traffic), Citizens and the other Missouri RLECs stopped receiving the originating caller identification (i.e., CPN) with each of the calls delivered to them by Halo. Instead, all of the Halo traffic (i.e., thousands of calls) now contains the same NPA-NXX (e.g., 816-912-1901) in the "from number" field of the switch record. This NPA-NXX is assigned to Halo. It is significant to note that only Halo's traffic no longer contains the CPN of the calling party, as Citizens and the other Missouri RLECs continue to receive the CPN on all the other wireless calls transited to them over the AT&T tandem by other wireless carriers, such as Verizon, Sprint, AT&T, etc. The Missouri RLECs have done nothing to alter the way in which their switch captures and records call details, including CPN, and the Missouri RLECs anticipate that AT&T also will confirm that it has not modified its signaling or billing parameters for Halo traffic. It is clear that somewhere upstream (i.e., in the Halo network, or the carriers that use Halo to carry their traffic) the CPN of the actual calling party is being replaced with an NPA-NXX that only identifies the carrier to be billed (i.e., Halo). The failure by Halo to deliver the CPN of the originating caller is a separate violation of the Missouri ERE Rules and an additional reason why the Missouri RLECs have sought blocking of the Halo traffic.[16]

Despite Citizens' (and the other Missouri RLECs') analysis of Halo calls, Halo has steadfastly maintained that *all* of its traffic is intraMTA CMRS traffic subject to reciprocal compensation rather than access charges. As indicated in Halo's Complaint, prior correspondence, and dealings with counsel for the Missouri RLECs, Halo maintains that all of its traffic is intraMTA CMRS traffic because, due to the nature of Halo's network, all calls that originate in the Kansas City MTA terminate in the Kansas City MTA and all calls that originate in the St. Louis MTA terminate in the St. Louis MTA. The Missouri RLECs will demonstrate that this is not true and that the vast majority, if not all of Halo's traffic is not intraMTA CMRS traffic and is subject to compensation and other requirements for utilization of the LEC-to-LEC network.

II. Halo Lacked Authorized to Operate Base or Mobile Stations in Kansas or Missouri Until April 15, 2011.

Halo alleges that it has been providing CMRS service from a base station located in Junction City, Kansas in the Kansas City MTA, and from a base station located in Wentzville, Missouri in the St. Louis MTA. Halo, however, was not authorized to operate base or mobile stations in Kansas or Missouri until April 15, 2011. If Halo operated such facilities prior to April

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[15] According to Halo's website, Halo does not port-in telephone numbers and accordingly the originating wireless numbers in question were not ported to Halo and do not suggest that the calling party could be a Halo wireless customer. *See*, http://halowireless.com/vservice/index.jsp.

[16] 4 CSR 240-29.040(16). It also may be a violation of the Truth in Caller ID Act of 2009, Pub. L. No. 111-331, codified at 47 U.S.C. § 227(e).

15, 2011, it did so in violation of the Act and the FCC's Rules and any traffic transmitted over the Kansas or Missouri base stations was not authorized.

Halo claims to be providing wireless services pursuant to a nationwide, non-exclusive license in the 3650 MHz band. Although Halo may hold a license in this band, a licensee in the 3650 MHz "is not authorized to operate a fixed or base station until that station is registered with the FCC."[17] Specifically, prior to operating a fixed or base station, the licensee must register it in the Universal Licensing System (ULS)[18] and "[o]perations cannot begin until the application for registration is in an 'Accepted' status and the nationwide license is updated on ULS.[19]" Mobile and portable stations are not registered "but may only operate if they can positively receive and decode an enabling signal transmitted by a registered base station."[20]

Halo submitted applications to register its Junction City, Kansas and Wentzville, Missouri base stations on August 12, 2010, and October 12, 2010, respectively, File Nos. 0004352472 and 0004416632. These registrations, however, remained pending and were not "Accepted" until sometime on April 15, 2011. Accordingly, prior to that time, Halo had no authority to operate either base station or any mobile stations allegedly served by the Junction City and Wentzville base stations.[21]

Either Halo was not operating its base stations in Kansas and Missouri as it claims, or it was doing so without FCC authorization. It was not authorized to operate mobile units or to originate or carry traffic. Should Halo pursue a complaint on the Accelerated Docket, then as part of the automatic discovery Halo must produce detailed information regarding when it began operations at the Junction City and Wentzville base stations, and whether it has been continuously operating.[22] The Missouri LECs request that Halo put an immediate litigation hold on all information relating to the commencement and provision of service at all of Halo's base stations. In any formal complaint proceeding, the Missouri RLECs will seek detailed discovery on this matter.

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[17] Wireless Telecommunications Bureau Announces Start Date for Licensing and Registration Process for the 3650-3700 MHz Band, Public Notice, DA 07-4605 p. 2 (rel. Nov. 14, 2007) ("*Licensing PN*").

[18] 47 C.F.R. § 90.1307 ("a licensee cannot operate a fixed or base station before registering it . . .").

[19] *Licensing PN* at p. 3. and accompanying note 3 (" registration is not complete until it is in an 'Accepted' status and the nationwide license is updated on ULS."). Halo itself acknowledges that the requirement to register each base station is a restriction on the actual provision of service. *See* Complaint note 14.

[20] *Licensing PN* at p. 4, *citing* 47 C.F.R. § 90.1333. This restriction is an express condition on the face of the license.

[21] The Missouri RLECs are assessing whether to inform the appropriate FCC Field Office, the Wireless Telecommunications Bureau ("WTB"), and/or Enforcement Bureau ("EB") of Halo's unauthorized operations. Any such disclosure would be pursuant to the publically available licensing records of the FCC, which the Missouri RLECs do not regard as confidential information pursuant to the Division's April 6, 2011 Letter.

[22] *See* 47 C.F.R. § 1.729(i)(1). This information should include equipment purchase contracts, delivery receipts, bills of sale, and work orders, contracts for tower work, applicable Antenna Structure Registrations (ASRs), FAA filings and notifications, tower leases, and any other information relating to the commencement of operations, and continuing operations at the Kansas and Missouri base stations.

III. Halo's Traffic is Predominately Intrastate Wireline InterLATA Traffic Subject to LEC-to-LEC Compensation and Records Requirements.

Halo argues that it is licensed as a common carrier, and that it provides CMRS, subject to the interconnection and intercarrier compensation provisions applicable to CMRS.[23] As discussed above, however, the initial investigations of the Missouri RLECs indicate that a substantial amount of Halo traffic is intrastate interexchange traffic originating from NPA-NXXs that are assigned to wireline carriers. That is, this traffic is intrastate LEC-to-LEC traffic that is fully subject to applicable access tariffs and the rules and regulations of the MoPSC.[24] The Halo traffic volumes are grossly out of line with all other third-party wireless traffic transited over the FGC network (including the nationwide mobile wireless carriers). Carriers in many other states including Texas, Georgia, North Carolina, and South Carolina are receiving significant levels of traffic from Halo and questioning whether Halo traffic is CMRS traffic.[25] None of the traffic appears to be CMRS traffic originated by Halo wireless customers.[26]

The Missouri LECs have seen no evidence that Halo actually has *any* retail end user wireless customers (although admittedly it is now difficult to tell because Halo is no longer delivering meaningful originating caller information). It is not clear that Halo customers can receive calls, and therefore not clear if Halo in fact provides two-way interconnected service. The Missouri RLECs question whether Halo is a bona fide CMRS carrier, and will require detailed discovery regarding the nature of Halo's alleged CMRS services, the number and type of customers that Halo serves, as well as the true nature of traffic delivered by Halo. If Halo files a complaint in the Accelerated Docket, Halo must produce this information as part of its automatic document production.

Rather than providing bona fide CMRS, it appears that Halo is principally engaged in a scheme to aggregate interexchange traffic and pass it as "CMRS" in a deliberate attempt to avoid lawful access charges. Because Halo failed to fully compensate the Missouri RLECs for this traffic and/or to deliver the required originating caller information, and has violated the ERE Rules by placing interLATA wireline traffic on the LEC-to-LEC network without MoPSC approval, the Missouri RLEC have invoked their lawful rights under the MoPSC ERE Rules.

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[23] *See, e.g.*, Complaint at p. 5.

[24] Fixed wireless or landline originated traffic is not "transformed" into CMRS merely by having a wireless link somewhere in the middle of the call path. *See 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) (AT&T's "phone-to-phone" Internet protocol (IP) telephony services were not exempt from the access charges applicable to circuit-switched interexchange calls merely because the calls were converted to IP after call origination and routed over the Internet prior to call termination.).

[25] *See* Comments of Big Bend Telephone Company, *et al.* (Rural LEC Section XV Group) in Docket WC Docket No. 10-90 *et al.* at pp. 17-22 (filed April 1, 2011) ("Roughly one-third of all wireless minutes of use terminating to Texas Commenters' networks originate from Halo. However, it is important to note that for some individual Texas Commenters, Halo is originating more minutes of use than all other wireless providers combined including the large national wireless providers.").

[26] The Missouri RLECs request that Halo place a litigation hold on traffic records/reports and contracts and correspondence with Halo's "numbering partners" and produce this information pursuant to automatic document production in connection with any Accelerated Docket complaint.

IV. Halo's Wireless Services Are Not Exclusively, or Even Predominantly, CMRS.

Assuming for the sake of argument, that Halo provides some retail wireless service to end user customers in Kansas and Missouri, this does not mean that the services it provides are CMRS. A particular service is CMRS only to the extent that it falls within the definition of CMRS under the Act and the FCC rules. The 3650 MHz service is licensed under Part 90 of the rules and is not *per se* CMRS.[27] A service that is not CMRS is not subject to the unique intercarrier compensation provisions applicable to CMRS and is fully subject to applicable state regulation and LEC-to-LEC compensation, including access charges.

a. Definition of CMRS

Section 332 of the Act defines commercial mobile service as "any mobile service (as defined in section 3) that is provided for profit and makes interconnected service available (A) to the public or (B) to such classes of eligible users as to be effectively available to a substantial portion of the public."[28] Section 3(27) of the Act defines a "mobile service," in pertinent part, as "radio communication service carried on between mobile stations or receivers and land stations, and by mobile stations communicating among themselves."[29] Section 3(28) of the Communications Act in turn defines a "mobile station" as "a radio-communication station capable of being moved and which ordinarily does move."[30]

b. Even Halo's Low Volume Service Is Not Exclusively CMRS.

Halo allegedly provides "low volume" service for voice and data service to end users, apparently using data dongles, and "high volume" service to an "enhanced service provider" using an undisclosed device.[31] By Halo's own admission, a customer may connect to Halo's base stations using a stationary desktop computer.[32] Assuming for the sake of argument (without conceding) that a netbook, tablet, or similar device may be a "mobile station," a stationary desktop computer clearly is not. It is not capable of being moved during operation and ordinarily does not move. Accordingly, "voice" calls originated on such devices are not CMRS and are not subject to the specific interconnection and intercarrier compensation rules applicable to CMRS.[33]

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[27] *See* 47 C.F.R. § 90.1309 ("Licensees are permitted to provide services on a non-common carrier and/or on a common carrier basis. A licensee may render any kind of communications service consistent with the regulatory status in its license and with the Commission's rules applicable to that service.").
[28] 47 U.S.C. § 332(d)(1); *see also* 47 C.F.R. § 20.3 (defining CMRS).
[29] 47 U.S.C. § 153(27).
[30] 47 U.S.C. § 153(28).
[31] *See, e.g.*, Complaint at pp. 19, 21.
[32] Halo states, "The low volume 'voice' package employed by Halo at present involves use of a voice 'client' operating on a netbook, portable computer, tablet or personal computer that is communicating with the Halo base station using a USB wireless 'dongle.'" Complaint at p. 19.
[33] According to Halo's Website, Halo's customers can complete calls either over Halo's wireless network (where available) or over a customer's home or business broadband connection using the customer's wireless dongles and the voice client software. Calls completed in the latter method would not be CMRS.

c. Halo's High Volume Service Is Not CMRS.

i. The High Volume Customer Likely Does Not Utilize a Mobile Station.

The Missouri RLECs also question whether Halo's alleged "high volume" service is CMRS. Halo allegedly serves as a "numbering partner" to a high-volume enhanced services provider ("ESP") that "has wirelessly connected the customer's mobile station to a Halo base station in the MTA."[34] Halo does not identify what type of device the numbering partner allegedly uses to connect to Halo's base stations. The Missouri RLECs doubt that the purported customer device is a "mobile station" within the meaning of the Act and FCC's rules. Is the ESP's "device" capable of being moved, and does it "ordinarily move"? The purported device would have to be capable of transmitting huge quantities of data (i.e., fiber or microwave capacity) via a small, battery-powered device.

Mobile devices in the 3650 MHz band are limited in terms of power and capability. All devices also must be type-certified by the FCC. The Missouri LECs question whether any high capacity mobile devices have been certified for the 3650 MHz band. Halo must provide detailed information regarding all equipment used by its ESP partner to deliver traffic. If Halo files a complaint pursuant to the Accelerated Docket, as part of its automatic document production, Halo must identify its ESP customer, and its relationship to such customer, and produce all equipment, including any mobile or non-mobile devices used by such customer, along with information regarding the capabilities and actual use of such equipment. To the extent that Halo's ESP customer does not deliver traffic over a "mobile station" as defined in the Act, such traffic is not CMRS.

ii. The High Volume VoIP Traffic is Not CMRS and is Subject to Compensation Obligations.

1. "Mobile-in-the-Middle" is Not CMRS

Even assuming for the sake of argument, that Halo's high-volume ESP "customer" transmits at least some traffic over a mobile device (a claim the Missouri RLECs do not concede), this does not render the traffic CMRS. Calls originated on fixed wireless or wireline VoIP devices are not "transformed" into CMRS merely by being routed over a wireless link somewhere in the middle of the call path. "Mobile-in-the-middle" does not a CMRS call make.[35] VoIP calls initiated by an end user on wireline broadband facilities are wireline in nature.

Although an interconnected VoIP provider may be a "customer" of a telecommunications carrier for some purposes, the FCC has never held that a VoIP provider is the calling party for purposes of determining whether a call is originated as a "wireless call" or for purposes of determining the location of the calling party at the beginning of a call. By Halo's logic, *any* VoIP call – even a call originated on the far side of the globe, would be an "intraMTA" local call if somewhere in the call path, the call is transmitted over a wireless link in the same MTA in

[34] Complaint at p. 20.
[35] *See 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) (IP-in-the-middle does not exempt calls from access).