

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

Alma Communications Company d/b/a Alma
Telephone Company, Chariton Valley Tele-
phone Corporation, Chariton Valley Telecom
Corporation, Choctaw Telephone Company,
Mid-Missouri Telephone Company, a corporate
division of Otelco, Inc., and MoKAN DIAL,
Inc.,

Complainants,

vs.

Halo Wireless., and
Southwestern Bell Telephone Company, dba
AT&T Missouri,

Respondents.

Case No. TO-2012-0035

AT&T'S ANSWER

AT&T¹ respectfully opposes² Complainants³ application for rejection of portion of AT&T's interconnection agreement with Halo Wireless, Inc.

While AT&T itself is aggrieved by Halo's conduct, the remedy being sought by Complainants is inappropriate. There is no basis under the Telecommunications Act of 1996 or under any principle of federal or state law for the Commission to reject an approved interconnection agreement.

Rather, the Commission should issue an Order stating that to the extent Complainants are aggrieved by the alleged nonpayment of Halo, the appropriate remedy would be for

¹ Southwestern Bell Telephone Company, d/b/a AT&T Missouri, will be referred to in this Response as "AT&T."

² AT&T files this Response pursuant to the Commission's January 17, 2012 Order Granting Unopposed Motion to Reactivate Case, Granting Motion for Leave to File Response Out-of-Time and Directing Filing, File No. TO-2012-0035 at p. 3.

³ Complainants Alma Communications Company d/b/a Alma Telephone Company, Chariton Valley Telephone Corporation, Chariton Valley Telecom Corporation, Choctaw Telephone Company, Mid-Missouri Telephone Company, a corporate division of Otelco, Inc., and MoKan Dial, Inc. will be referred to in this Response as Complainants.

Complainants to direct AT&T to block Halo traffic pursuant to Commission Rule 4 CSR 240-29.130, and that AT&T comply with the directive.

Answer

1. AT&T admits Complainants' allegations in paragraphs 1 through 6, in which Complainants state their respective corporate forms and addresses.

2. AT&T is without sufficient information to admit or deny the status of Complainants' current standing with the Secretary of State and therefore denies Complainants' allegations in paragraph 7.

3. AT&T admits Complainants' allegations contained in paragraph 8, in which they list the name and address of their attorney.

4. AT&T admits Complainants' allegations contained in paragraphs 9 through 11, in which Complainants state they are "telecommunications companies" providing "basic local telecommunications services" and "exchange services" under Missouri law and that they are either small rural ILECs or CLECs.

5. AT&T is without sufficient information to admit or deny Complainants' allegations contained in paragraph 12 concerning pending actions or final unsatisfied judgments or decisions against them. AT&T therefore denies the allegations contained in paragraph 12.

6. AT&T is without sufficient information to admit or deny Complainants' allegations contained in paragraphs 13 through 14 of the Complaint concerning Halo's current corporate status in Missouri. AT&T therefore denies the allegations contained in paragraphs 13 through 14.

7. AT&T admits Complainants' allegations contained in paragraph 15 concerning the identification of AT&T's Missouri counsel.

8. AT&T admits Complainants' allegations contained in paragraph 16 through 17 concerning the dates Halo and AT&T signed an interconnection agreement, which is an "MFN" into a previously Commission-approved agreement between Southwestern Bell Telephone Company and VoiceStream Wireless Corporation; and various amendments to the AT&T/Halo interconnection agreement.

9. AT&T admits Complainants' allegations contained in paragraph 18, in which Complainants quote Section 1, Definitions; Section 3.1.3, Traffic to Third Party Provider; and Section 3.2.3, Exclusions of the AT&T/Halo interconnection agreement.

10. AT&T states that the AT&T/Halo interconnection agreement provisions quoted in paragraph 18 of the Application speak for themselves. Therefore, no response is required to the allegations contained in paragraph 19.

11. AT&T is without sufficient information to admit or deny the allegations contained in paragraph 20. Therefore, AT&T denies the allegations contained in paragraph 20.

12. AT&T admits that the AT&T/Halo interconnection agreement contains a "plethora" of terms and conditions that set out the parties' rights and obligations. Those terms and conditions, however, speak for themselves. Therefore no response is required to Complainants' allegations in paragraph 21.

13. AT&T admits that Section 3.1.3 of the AT&T/Halo interconnection agreement imposes an obligation on Halo to "enter into their own agreements with third party providers." AT&T is without sufficient information to admit or deny whether Halo in fact did so. Therefore, AT&T denies the remaining allegations in paragraph 22.

14. AT&T admits Complainants' allegations in paragraph 23 that other CMRS providers have negotiated or adopted interconnection agreements with AT&T addressing traffic

transited to ILECs in Missouri and that other CMRS providers have obtained interconnection or traffic termination agreements with Missouri ILECs.

15. AT&T is without sufficient information to admit or deny Complainants' allegations in paragraph 24 concerning whether Halo obtained interconnection or traffic terminating agreements with Complainants. AT&T admits that Halo has been sending traffic, transited through AT&T's tandem, for termination in Complainants' exchanges. AT&T admits that Complainants' Chariton Valley and Mid-Missouri (in connection with blocking directions) advised AT&T they had billed Halo pursuant to their exchange access tariffs and that Halo refused to pay. AT&T is without sufficient information to admit or deny the remaining allegations contained in paragraph 24 and therefore denies them.

16. AT&T concurs with Complainants' allegations in paragraphs 25 and 26 that Halo is engaged in an access avoidance scheme. AT&T admits that it has performed blocking under 4 CSR 240-29.130 at the direction of various Missouri ILECs. AT&T admits that Complainants and AT&T have been involved in litigation with Halo before the FCC and Federal District Courts. However, with respect to Complainants' allegations of non payment, AT&T asserts that Complainants' appropriate remedy is under the Commission's blocking rules set out at 4 CSR 240-29.130. AT&T is without sufficient information to admit or deny the remaining allegations contained in paragraphs 25 through 26 and therefore denies them.

17. AT&T denies Complainants' allegation contained in paragraphs 27 through 29, in which Complainants allege discrimination.

18. AT&T concurs with Complainants' allegations in paragraph 31⁴ that Halo's alleged conduct is inconsistent with the public interest, convenience and necessity. AT&T asserts, however, that Complainants' remedies are under the blocking provisions of the

⁴ Complainants' Application does not contain a paragraph 30.

Commission's rules, set out in 4 CSR 240-29.130. AT&T is without sufficient information to either admit or deny the remaining allegations in paragraph 31 and therefore denies them.

19. AT&T asserts that Section 47 U.S.C. 252(e)(2)(A) speaks for itself. Therefore, no response is necessary to paragraph 32 of the Complaint.

20. AT&T denies Complainants' allegations contained in paragraph 33 that any portion of the AT&T/Halo interconnection agreement discriminates against Complainants or other parties. AT&T is without sufficient information to either admit or deny the remaining allegations in paragraph 33 and therefore denies them.

21. To the extent that AT&T has neither specifically admitted nor specifically denied any allegation or claim in Complainants' Application, AT&T specifically denies such allegations and claims.

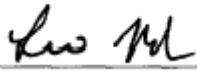
AT&T's Affirmative Defenses

1. Complainants failed to state a claim upon which relief can be granted.
2. The relief Complainants seek is beyond the Commission's jurisdiction.

WHEREFORE, AT&T respectfully requests the Commission to enter an Order denying Complainants' application. Instead the Commission should issue an Order stating that the blocking provisions of the Commission's Enhance Record Exchange Rules provide the appropriate remedy for the allegations Complainants make in this proceeding and that transiting carriers, like AT&T, are required to follow blocking directives conforming to the Commission's rules.

Respectfully submitted,

SOUTHWESTERN BELL TELEPHONE COMPANY,
D/B/A AT&T MISSOURI

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CERTIFICATE OF SERVICE

Copies of this document were served on the following parties by e-mail on January 31, 2012.


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