

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

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

**STAFF’S STATEMENT OF POSITION**

**COMES NOW** the Staff of the Missouri Public Service Commission and for it’s  
*Statement of Position* states as follows:

**Blocking Under the Missouri ERE Rule**

1. Does 4 CSR 240-29.010 *et seq.*, (the “Missouri ERE Rule”), apply to  
Halo’s traffic?

**Staff Position:** Yes, Halo’s traffic is subject to the MoPSC ERE rules.

2. Has Halo placed interLATA wireline telecommunications traffic on the LEC-to-LEC network?

**Staff Position:** Yes, Halo is placing interLATA wireline traffic on the LEC-to-LEC network.

3. Has Halo appropriately compensated the Respondents for traffic it is delivering to them for termination pursuant to Halo's Interconnection Agreement with AT&T?

**Staff Position:** No, Respondents are not being appropriately compensated.

4. Has Halo delivered the appropriate originating caller identification to Respondents along with the traffic it is delivering to them for termination?

**Staff Position:** No, Halo is not delivering appropriate originating caller identification.

5. Is the blocking of Halo's traffic in accordance with the ERE rules appropriate?

**Staff Position:** Yes, blocking Halo's traffic is appropriate under the circumstances.

#### **AT&T's ICA Complaint**

6. Has Halo delivered traffic to AT&T Missouri that was not "originated through wireless transmitting and receiving facilities" as provided by the parties' ICA?

**Staff Position:** Yes, Halo is delivering traffic which is not covered by the Interconnection Agreement.

7. Has Halo paid the appropriate compensation to AT&T Missouri as prescribed by the parties' ICA? If not, what compensation, if any, would apply?

**Staff Position:** No, Halo has not paid the appropriate compensation. Intrastate switched access is the appropriate compensation for such traffic.

8. Has Halo committed a material breach of its ICA with AT&T Missouri?  
If so, is AT&T Missouri entitled to discontinue performance under the ICA?

**Staff Position:** Staff has not taken a position on this issue.

Respectfully submitted,

**/s/ Meghan McClowry**

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**CERTIFICATE OF SERVICE**

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 22nd day of June, 2012.

**/s/ Meghan McClowry**