

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

BPS Telephone Company,)
Citizens Telephone Company of Higginsville, Mo.,)
Craw-Kan Telephone Cooperative, Inc.,)
Ellington Telephone Company,)
Farber Telephone Company)
Fidelity Communication Services I, Inc.,)
Fidelity Communication Services II, Inc.,)
Fidelity Telephone Company,)
Goodman Telephone Company,)
Granby Telephone Company,)
Grand River Mutual Telephone Corporation,)
Green Hills Telephone Corporation,)
Green Hills Telecommunications Services,)
Holway Telephone Company,)
Iamo Telephone Company,)
Kingdom Telephone Company,)
K.L.M. Telephone Company,)
Lathrop Telephone Company,)
Le-Ru Telephone Company,)
Mark Twain Rural Telephone Company,)
Mark Twain Communications Company,)
McDonald County Telephone Company,)
Miller Telephone Company,)
New Florence Telephone Company,)
New London Telephone Company,)
Northeast Missouri Rural Telephone Company,)
Orchard Farm Telephone Company,)
Oregon Farmers Mutual Telephone Company,)
Ozark Telephone Company,)
Peace Valley Telephone Company, Inc.,)
Rock Port Telephone Company,)
Seneca Telephone Company,)
Steelville Telephone Exchange, Inc., and)
Stoutland Telephone Company)

Complainants,

v.

Halo Wireless, Inc.

Respondent.

Case No. TC-2011-_____

COMPLAINT

Come now BPS Telephone Company, Citizens Telephone Company of Higginsville, Missouri, Craw-Kan Telephone Cooperative, Inc., Ellington Telephone Company, Farber Telephone Company, Fidelity Communication Services I, Inc., Fidelity Communication Services II, Inc., Fidelity Telephone Company, Goodman Telephone Company, Granby Telephone Company, Grand River Mutual Telephone Corporation, Green Hills Telephone Corporation, Green Hills Area Cellular Telephone, Inc. d/b/a Green Hills Telecommunications Services, Holway Telephone Company, Iamo Telephone Corporation, Kingdom Telephone Company, K.L.M. Telephone Company, Lathrop Telephone Company, Le-Ru Telephone Company, Mark Twain Rural Telephone Company, Mark Twain Communications Company, McDonald County Telephone Company, Miller Telephone Company, New Florence Telephone Company, New London Telephone Company, Northeast Missouri Rural Telephone Company, Orchard Farm Telephone Company, Oregon Farmers Mutual Telephone Company, Ozark Telephone Company, Peace Valley Telephone Company, Inc., Rock Port Telephone Company, Seneca Telephone Company, Steelville Telephone Exchange, Inc., and Stoutland Telephone Company (hereinafter collectively Complainants), in accordance with §§386.390 and 386.400 RSMo. 2000¹, 4 CSR 240-2.070, 4 CSR 240-4.020(2)(B) and 4 CSR 240-29.010, et al., and for their Complaint against Halo Wireless, Inc. (Halo), (hereinafter "Respondent") state to the Missouri Public Service Commission (Commission) as follows:

¹All statutory references are to the 2000 edition of RSMo. unless otherwise noted.

THE PARTIES

1. BPS Telephone Company (BPS) is a Missouri corporation with its principal office and place of business located at:

P.O. Box 550
120 Stewart Street
Bernie, MO 63822-0550

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 1 and is incorporated herein by reference.

2. Citizens Telephone Company of Higginsville, Missouri (Citizens) is a Missouri corporation with its principal office and place of business located at:

P.O. Box 737
1905 Walnut Street
Higginsville, MO 64037-0737

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 2 and is incorporated herein by reference.

3. Craw-Kan Telephone Cooperative, Inc. (Craw-Kan) is a Kansas corporation with its principal office and place of business located at:

P.O. Box 100
200 North Ozark
Girard, KS 66743

A certificate of corporate good standing - foreign corporation issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 3 and is incorporated herein by reference.

4. Ellington Telephone Company (Ellington) is a Missouri corporation with its

principal office and place of business located at:

P.O. Box 400
200 College Avenue
Ellington, MO 63638

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 4 and is incorporated herein by reference.

5. Farber Telephone Company (Farber) is a Missouri corporation with its principal office and place of business located at:

Main & Linn Streets
Farber, MO 63345

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 5 and is incorporated herein by reference.

6. Fidelity Communication Services I, Inc. (FCSI) is a Missouri corporation with its principal office and place of business located at:

64 North Clark
Sullivan, MO 63080

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 6 and is incorporated herein by reference.

7. Fidelity Communication Services II, Inc. (FCSII) is a Missouri corporation with its principal office and place of business located at:

64 North Clark
Sullivan, MO 63080

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 7 and is incorporated herein by reference.

8. Fidelity Telephone Company (Fidelity) is a Missouri corporation with its

principal office and place of business located at:

64 North Clark
Sullivan, MO 63080

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 8 and is incorporated herein by reference.

9. Goodman Telephone Company (Goodman) is a Missouri corporation with its principal office and place of business located at:

P.O. Box 592
Seneca, MO 64865

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 9 and is incorporated herein by reference.

10. Granby Telephone Company (Granby) is a Missouri corporation with its principal office and place of business located at:

P.O. Box 200
Granby, MO 64844

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 10 and is incorporated herein by reference.

11. Grand River Mutual Telephone Corporation (Grand River) is a Missouri corporation with its principal office and place of business located at:

1001 Kentucky Street
Princeton, MO 64673

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 11 and is incorporated herein by reference.

12. Green Hills Telephone Corporation (Green Hills) is a Missouri corporation

with its principal office and place of business located at:

P.O. Box 227
7926 N.E. State Route M
Breckenridge, MO 64625

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 12 and is incorporated herein by reference.

13. Green Hills Area Cellular d/b/a Green Hills Telecommunications Services (GHTS) is a Missouri corporation with its principal office and place of business located at:

P.O. Box 227
7926 N.E. State Route M
Breckenridge, MO 64625

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 13 and is incorporated herein by reference.

14. Holway Telephone Company (Holway) is a Missouri corporation with its principal office and place of business located at:

P.O. Box 112
208 Ash
Maitland, MO 64466

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 14 and is incorporated herein by reference.

15. Iamo Telephone Corporation (Iamo) is an Iowa corporation with its principal office and place of business located at:

P.O. Box 368
104 Crook Street
Coin, IA 51636

A certificate of corporate good standing - foreign corporation issued by the Missouri

Secretary of State is attached to this Complaint as Exhibit 15 and is incorporated herein by reference.

16. Kingdom Telephone Company (Kingdom) is a Missouri corporation with its principal office and place of business located at:

P.O. Box 97
211 South Main
Auxvasse, MO 65231

A certificate of corporate good standing was issued by the Missouri Secretary of State and is attached to this Complaint as Exhibit 16 and is incorporated herein by reference.

17. K.L.M. Telephone Company (KLM) is a Missouri corporation with its principal office and place of business located at:

P.O. Box 30
616 E. Park Avenue
Rich Hill, MO 64779

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 17 and is incorporated herein by reference.

18. Lathrop Telephone Company (Lathrop) is a Missouri corporation with its principal office and place of business located at:

P.O. Box 167
Princeton, MO 64673

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 18 and is incorporated herein by reference.

19. Le-Ru Telephone Company (Le-Ru) is a Missouri corporation with its principal office and place of business located at:

P.O. Box 147
Stella, MO 64867-0147

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 19 and is incorporated herein by reference.

20. Mark Twain Rural Telephone Company (Mark Twain) is a Missouri corporation with its principal office and place of business located at:

Highway 6 East
P.O. Box 68
Hurdland, MO 63547

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 20 and is incorporated herein by reference.

21. Mark Twain Communications Co. (MTCC) is a Missouri corporation with its principal office and place of business located at:

Highway 6 East
P O Box 68
Hurdland MO 63547

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 21 and is incorporated herein by reference.

22. McDonald County Telephone Company (McDonald County) is a Missouri corporation with its principal office and place of business located at:

P.O. Box 207
704 Main Street
Pineville, MO 64856-0207

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 22 and is incorporated herein by reference.

23. Miller Telephone Company (Miller) is a Missouri corporation with its

principal office and place of business located at:

Box 7
213 East Main Street
Miller, MO 65707

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 23 and is incorporated herein by reference.

24. New Florence Telephone Company (New Florence) is a Missouri corporation with its principal office and place of business located at:

P.O. Box 175
101 North Main Street
New Florence, MO 63363-0174

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 24 and is incorporated herein by reference.

25. New London Telephone Company (New London) is a Missouri corporation with its principal office and place of business located at:

525 Junction Road
Madison, WI 53717

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 25 and is incorporated herein by reference.

26. Northeast Missouri Rural Telephone Company (NEMO) is a Missouri corporation with its principal office and place of business located at:

718 South West Street
Green City, MO 63545

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 26 and is incorporated herein by reference.

27. Orchard Farm Telephone Company (Orchard Farm) is a Missouri corporation with its principal office and place of business located at:

525 Junction Road
Madison, WI 53717

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 27 and is incorporated herein by reference.

28. Oregon Farmers Mutual Telephone Company (Oregon Farmers) is a Missouri corporation with its principal office and place of business located at:

Box 227
118 East Nodaway
Oregon, MO 64473

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 28 and is incorporated herein by reference.

29. Ozark Telephone Company (Ozark) is a Missouri corporation with its principal office and place of business located at:

P.O. Box 547
Seneca, MO 64865

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 29 and is incorporated herein by reference.

30. Peace Valley Telephone Company, Inc. (Peace Valley) is a Missouri corporation with its principal office and place of business located at:

P.O. Box 9
7101 State Road W
Peace Valley, MO 65788

A certificate of corporate good standing issued by the Missouri Secretary of State is

attached to this Complaint as Exhibit 30 and is incorporated herein by reference.

31. Rock Port Telephone Company (Rock Port) is a Missouri corporation with its principal office and place of business located at:

P.O. Box 147
214 South Main
Rock Port, MO 64482

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 31 and is incorporated herein by reference.

32. Seneca Telephone Company (Seneca) is a Missouri corporation with its principal office and place of business located at:

P.O. Box 329
Seneca, MO 64865

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 32 and is incorporated herein by reference.

33. Steelville Telephone Exchange, Inc. (Steelville) is a Missouri corporation with its principal office and place of business located at:

P.O. Box 370
61 East Hwy 8
Steelville, MO 65565

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 33 and is incorporated herein by reference.

34. Stoutland Telephone Company (Stoutland) is a Missouri corporation with its principal office and place of business located at:

525 Junction Road
Madison, WI 53717

A certificate of corporate good standing issued by the Missouri Secretary of State is attached to this Complaint as Exhibit 34 and is incorporated herein by reference.

35. Matters regarding this complaint may be directed to the attention of:

W.R. England, III
Brian T. McCartney
Brydon, Swearngen & England P.C.
312 East Capitol Avenue
P.O. Box 456
Jefferson City, MO 65102-0456
573/635-7166 (telephone)
573/634-7431 (fax)
Email: trip@brydonlaw.com
bmccartney@brydonlaw.com

36. Complainants are "telecommunications companies" providing "basic local telecommunications services" and "exchange access services," as those terms are defined by §386.020, to customers located in their service areas pursuant to a certificates of public convenience and necessity issued by the Commission. Complainants are also small "Local Exchange Telecommunications Companies" (LECs) as that term is defined by §386.020(31).

37. Complainants are unaware of any pending action or final unsatisfied judgments or decisions issued against them from any state or federal agency or court within three years of the date of this complaint which involved customer service or rates. Complainants' annual reports to the Commission and assessment fees are not overdue.

38. On information and belief, Halo is a corporation organized under the laws of Texas. Halo was granted a registration to do business as a foreign corporation by the Missouri Secretary of State's office on January 29, 2010. However, Halo's registration to do business as a foreign corporation was administratively dissolved by the Missouri

Secretary of State's office on August 25, 2010.

39. Respondent Halo purports to be a provider of commercial mobile radio service (CMRS) within the state of Missouri. However, the vast majority of Halo's traffic appears to involve landline-originated calls. None of the calls Halo is delivering to Complainants for termination appear to originate from end-user subscribers of Halo's Wireless Service. Moreover, Halo's certificate of authority from the Missouri Secretary of State's office lists Halo's "business purpose" as "wholesale telecommunications service." Therefore, the nature of Halo's traffic is likely to be contested as is the characterization of Halo's status as a "CMRS provider."

40. To the best of Complainants' knowledge, Halo's address and contact persons are:

Mr. John Marks
General Counsel
Halo Wireless, Inc.
2351 West Northwest Highway, Suite 1204
Dallas, TX 75220
Email: jmarks@halowireless.com

and

Mr. Scott McCullough
McCullough Henry, PC
1250 S. Capital of Texas Highway
Building 2, Suite 235
West Lake Hills, TX 78746
Email: wsmc@dotlaw.biz

HALO'S TRAFFIC

41. In approximately mid-December, 2010, several Complainants began receiving wireless billing records from their tandem provider, AT&T Missouri, Inc. (AT&T),

indicating that “wireless traffic” was being transited to them for termination. This wireless traffic was coming from a new “wireless carrier”, Halo. All Complainants have, since January, 2011, at one time or another received traffic from Halo.² In some cases, the amount of traffic Halo was terminating to Complainants was substantial, particularly given the small, regional character of Halo’s service area.³

42. Given the substantial amount of traffic that this relatively small wireless carrier appeared to be generating, several Complainants undertook further investigation regarding the actual calls being originated and/or delivered by Halo. The AT&T tandem wireless billing records do not contain the telephone number of the end user actually originating the call (i.e., the calling party number or “CPN”) for each wireless call, but the records do contain sufficient call detail (i.e., date, time, duration, called number, etc.) that these Complainants – through much manual clerical work – were able to match the individual call detail they received in the AT&T tandem records with call detail information from their own terminating switch records for a sample number of calls. These Complainants’ initial investigations revealed that the traffic Halo was sending to them for termination was a mix of wireline (e.g., LEC-originated), third-party wireless,⁴ and originating 800 traffic. Some of the wireline traffic was interLATA interexchange traffic.⁵

²Attached as Highly Confidential Exhibit 35 is a summary of traffic that Halo terminated to Complainants for a recent month. Annualizing this one month of traffic (i.e., multiplying by 12) and pricing it at either Complainants’ reciprocal compensation rates or at their intrastate access rates gives a range of annualized revenue associated with this traffic.

³A search of Halo’s website in January, 2011 indicated that it offered wireless service to Brenham, Pleasanton and Tyler in the state of Texas.

⁴“Third Party Wireless” refers to traffic originated by a wireless carrier other than Halo (e.g., Verizon Wireless, Sprint, T-Mobile, etc.).

⁵For example, Citizens identified four (4) calls delivered by Halo that were originated by Citizens’ undersigned 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

43. On information and belief, AT&T has also performed an analysis of Halo's traffic transiting AT&T's tandems for termination to Complainants and, on average, it appears that as much as 70% of Halo's traffic is intrastate interexchange wireline originated traffic.

EFFORTS TO OBTAIN COMPENSATION FOR HALO'S TRAFFIC

44. Halo has an approved interconnection agreement with AT&T Missouri that purports to allow Halo to send traffic over AT&T's network for termination to Complainants. This agreement was approved by Halo's adoption of an interconnection agreement between Voicestream Wireless and AT&T, which adoption agreement was signed by Halo and AT&T on or about June 21, 2010, and filed with the Commission by AT&T under cover letter dated June 29, 2010. Based upon information and belief, this interconnection agreement was effectuated by adoption without Order of the Commission.

45. Section 3.1.3 of the agreement between AT&T and Halo, entitled "Traffic to Third Party Providers", provides as follows:

"Carrier and SWBT shall compensate each other for traffic that transits their respective systems to any Third Party Provider, as specified in Appendix PRICING. The Parties agree to enter into their own agreements with Third Party Providers. In the event that Carrier sends traffic through SWBT's network to a Third Party Provider with whom Carrier does not have a traffic interexchange agreement, then Carrier agrees to indemnify SWBT for any termination charges rendered by a Third Party Provider for such traffic."

46. Halo did not obtain any agreements with Complainants before sending

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.

traffic through AT&T destined to terminate on Complainants' networks. Like AT&T, complainants are LECs and therefore should be entitled to equal dignity in establishing interconnection and compensation arrangements prior to traffic delivery. However, AT&T places this traffic on the LEC-to-LEC network for termination to Complainants with no prior notice, no opportunity to object, and no opportunity to negotiate and have approved a proper interconnection agreement prior to receipt of this traffic.

47. Complainants have sent invoices to Halo for this traffic, either billing this traffic at their intrastate access rates, their wireless reciprocal compensation rates, or a combination of the two rates. Halo has refused to pay these invoices claiming that all of its traffic is intraMTA wireless traffic and therefore not subject to access charges. In addition, Halo argued that since none of the Complainants have an agreement with Halo to bill for this traffic, Halo has no obligation to pay reciprocal compensation for this traffic. In essence, Halo argues that its traffic is subject to a "de facto" bill and keep arrangement.

48. However, Complainants have seen no evidence that Halo actually has any of its own retail end user wireless customers originating calls within any Major Trading Area (MTA) covering a portion of Missouri. It is not clear that Halo customers can receive calls, and therefore not clear if Halo in fact provides two-way interconnected service. Consequently, it does not appear that any balance of intraMTA traffic between Halo and any Complainant exists, a prerequisite for any legitimate bill and keep reciprocal compensation, had one been submitted for approval.

49. Complainants also 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 to Complainants, that Halo should cease and desist from doing so, as that was a violation of the MoPSC's Enhanced Record Exchange (ERE) Rules.

50. Halo responded to these requests to begin negotiations by asserting that all of its traffic was intraMTA wireless traffic, as all of its traffic originates at a "base station" which is located in the same MTA where its traffic terminates. Halo also refused to commence negotiations pursuant to §251/252 of the Telecommunications Act of 1996 (the Act) alleging that Complainants have not fully complied with FCC rules, in that Complainants have not specifically requested to interconnect with Halo, nor have Complainants specifically requested Halo to submit to Missouri Commission arbitration, if negotiations failed to resolve all issues between the parties. As a result, Halo asserts that the timeline prescribed for negotiations and arbitration in Section 252 of the Act has not been started and any effort by Complainants to seek Missouri Commission arbitration would not be proper as the Missouri Commission lacked subject matter and personal jurisdiction.

51. Through a series of correspondence, and at least one conference call, Complainants responded to Halo and disagreed with: 1) Halo's characterization of its traffic as intraMTA wireless traffic and 2) Halo's interpretation of the FCC rules and decisions regarding Section 251/252 negotiations between wireline and wireless carriers. Complainants stated that they do not seek to establish new interconnection with Halo, as Halo is already interconnected with Complainants, albeit indirectly through the AT&T

Missouri tandem. Complainants also asserted that any request to Halo to submit to State Commission arbitration was, at best, premature as there had been no substantive negotiations and therefore no indication that there would be any open or unresolved issues. Complainants further noted that requesting Halo to submit to State Commission arbitration is a meaningless act because such a request assumes Halo has the option to reject such arbitration, which it does not.

THE LACK OF ORIGINATING CALLER IDENTIFICATION

52. On or about February 14, 2011 (after Missouri regulatory counsel had questioned Halo regarding the nature of its traffic), Complainants stopped receiving the originating caller identification (i.e., Calling Party Number or 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, 314-282-1901, or 417-719-1901) in the “from number” field of their switch records. This “new” NPA-NXX is apparently a billing number that is assigned to Halo. It is significant to note that only Halo’s traffic no longer contains the CPN of the calling party in the “from” field of the switch record, as Complainants 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 AT&T Wireless, Sprint, and Verizon Wireless). The Complainants have done nothing to alter the way in which their switch captures and records call details, including CPN. On information and belief, the Complainants 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 moved, altered, replaced or stripped such that the NPA-NXX being captured in the switch record only identifies the carrier to be billed (i.e., Halo). The failure by Halo to deliver the CPN of the originating caller is a violation of the Missouri ERE Rules.

53. Despite Complainants' 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 correspondence, and other communications, 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. On the contrary, the Complainants believe that the vast majority, if not all, of Halo's traffic is not intraMTA CMRS traffic and is therefore subject to appropriate access charges.

54. In many instances, the Halo traffic volumes are grossly out of line with wireless traffic transited over the FGC network by other wireless carriers (including the nationwide wireless carriers). The Missouri LECs have seen no evidence that Halo actually has any of its own 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.

55. In fact, Complainants believe that Halo is an "aggregator" of traffic as defined by the Missouri ERE rules. In this regard, Halo either, by itself or in conjunction

with others, markets itself to interexchange and other carriers as a least cost router of traffic. Moreover, the traffic Halo is aggregating from these carriers and sending over the AT&T tandem and the LEC-to-LEC network is mostly, if not all, interexchange traffic which should not be delivered over the LEC-to-LEC network but rather over the Feature Group D network in accordance with the appropriate access tariffs of the Complainants.

56. It therefore appears that Halo is principally engaged in a scheme to aggregate interexchange traffic and pass it as "CMRS" in a deliberate attempt to avoid the payment of lawful access charges.

HALO'S CMRS SERVICE WAS NOT PROPERLY AUTHORIZED

57. Halo's correspondence to Complainants claim 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. Thus, to the extent Halo operated such facilities prior to April 15, 2011, it did so in violation of the Federal Telecommunications Act and the FCC's Rules and any traffic transmitted over the Kansas or Missouri base stations was not authorized.

58. 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 license in the 3650 MHz "is not authorized to operate a fixed or base station until that station is registered with the FCC." Specifically, prior to operating a fixed or base station, the licensee must register it in the Universal Licensing System (ULS) and "[o]perations cannot begin until the application for registration is in an 'Accepted' status and the nationwide license is updated on ULS." 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."

59. 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. Consequently, either Halo was not operating its base stations in Kansas and Missouri as it claims, or it was doing so without FCC authorization.

THE BLOCKING OF HALO'S TRAFFIC

60. As a result of Halo's: 1) refusal to enter into Section 251/252 negotiations/arbitration to establish reciprocal compensation for the intraMTA wireless traffic it is terminating to Complainants; 2) refusal to pay appropriate access rates for interexchange wireline traffic it is terminating to Complainants; 3) failure to cease and desist from sending interLATA wireline traffic over the LEC-to-LEC network; and 4) failure to deliver originating caller identification with each call it is terminating to Complainants, several Complainants have, with the assistance of AT&T, blocked Halo from terminating traffic to them pursuant to the Commission's ERE Rule. Although Halo has objected to this blocking of traffic in correspondence to Complainants' and AT&T's counsel, it has not filed a complaint with the Commission as permitted by 4 CSR 240-29.130(9).

61. Several other Complainants have also begun the process of blocking Halo

from terminating traffic to them by sending requests to AT&T and notices to Halo as required by the Commission's ERE Rules. Several other Complainants are considering whether to begin the blocking process but, as of the date of the filing of this Complaint, have not done so.

62. Complainants have made good faith efforts to resolve their dispute with Halo, but these efforts have been unsuccessful to date.

REQUEST FOR WAIVER AND GOOD CAUSE

63. Although this is a contested case, Complainants hereby request a finding that the Commission's ex parte sixty-day notice rule does not apply or, in the alternative, a waiver of the sixty-day notice requirement for the good cause shown as allowed by Commission Rule 4 CSR 240-4.020(2)(B).

64. First, the ex parte rule is not intended to delay or regulate communication that is part of an evidentiary record. No unlawful communications have been exchanged between the Complainants and the Commission. Complainants have had no contact and do not expect any ex parte contact with the Commission, its technical advisory staff or any presiding officer. Therefore, the rule does not and should not apply to this type of complaint.

65. Second, this is a complaint case authorized by Section 386.390 RSMo. Therefore, Complainants must be allowed to proceed in the same manner as any other non-utility complainant under the statute. As a matter of law, the statute is controlling and, as a matter of fairness, the Commission's rules cannot favor non-utility complainants over public utility complainants.

66. Third, among other things, the complaint alleges ongoing violations of the Commission's ERE Rules in what appears to be an access rate avoidance scheme, and therefore this matter should be allowed to move forward immediately rather than be delayed sixty (60) days.

67. Fourth, the complaint alleges that Halo has terminated substantial amounts of uncompensated traffic to the Complainants, which are small rural telecommunications companies that are least able to withstand non-payment for significant volumes of traffic. These amounts of uncompensated traffic as set forth in Exhibit 35(HC) are significant to small rural local exchange companies and create ongoing and significant damages to Complainants. See *Nexus Communications v. Southwestern Bell*, File No. TC-2011-0132, *Order Granting Rehearing*, pp. 2-3, issued March 2, 2011.

68. Consequently, the Complaints request that the Commission conclude and find that its ex parte rules are not applicable to this complaint or, alternatively, that Complainants have demonstrated the good case required to waive the Commission's ex parte rule (i.e., 4 CSR 240-4.020(2)(B)) in this case.

PRAYER FOR RELIEF

WHEREFORE, Complainants respectfully request that the Commission utilize this docket to investigate the activities of Halo as set forth above, and issue its order finding and concluding as follows:

- A. Halo, by placing traffic on the LEC-to-LEC network for termination to Complainants via Feature Group C Protocol, is subject to the provisions of the Missouri ERE Rules, 4 CSR 240-29.010 et seq.;

- B. Halo, by placing traffic on the LEC-to-LEC network on behalf of another carrier or carriers, was either a "Traffic Aggregator" for purposes of the ERE Rules, 4 CSR 240-29.010(3) and (38); or was a "Transiting Carrier" for purposes of the ERE Rule, 4 CSR 240-29.010(38), (39) and (40);
- C. Halo, by placing wireline originated traffic, originated by or with the use of FGD Protocol, on the LEC-to-LEC network for termination using FGC Protocol is in violation of the ERE Rule, 4 CSR 240-29.030(3);
- D. Halo, by placing wireline originated traffic, originated in one LATA and terminating to a wireline telephone of Complainants within another LATA, on the LEC-to-LEC network utilizing FGC Protocol, as opposed to traversing an interexchange carrier point of presence utilizing FGD Protocol is in violation of the ERE Rule, 4 CSR 240-29.010(1);
- E. Halo has failed to comply with the provisions of its interconnection agreement with AT&T requiring Halo to enter agreements with Complainants prior to sending traffic to AT&T for termination to Complainants, 4 CSR 240-29.030(6);
- F. Halo's claim it terminated the traffic in question to Complainants pursuant to a "de facto" bill and keep arrangement is not proper or lawful, as there was no negotiated or arbitrated agreement between Halo and any Complainant, that there was no balance of traffic upon which a "bill and keep" arrangement must be predicated, and that no such arrangement has been approved by this Commission as required by 47 USC 252(e);

- G. Halo has violated the ERE Rule by stripping, altering, moving, masking, or failing to deliver correct originating caller identification information to Complainants, 4 CSR 240-29,040(5) and (6);
- H. That by requiring Complainants to specifically request interconnection, as well as request Halo to engage in arbitration before the Missouri Commission, Halo has erected unwarranted, unnecessary and potentially prejudicial barriers to the establishment of an interconnection and compensation arrangement (pursuant to Sections 251 and 252 of the Act) and has effectively refused to compensate Complainants for the traffic Halo is sending to them for termination.
- I. Halo has terminated traffic to Complainants in violation of the ERE Rule as set forth above, and Complainants should be compensated for such traffic based upon the rates contained in their access tariffs for such traffic, including interest or late fees and attorneys' fees as permitted by those tariffs, and that said amounts are immediately due and payable;
- J. Halo has violated the ERE Rule as set forth above, and the Complainants that have not sought and obtained blocking to date are entitled to commence blocking proceedings in accordance with the ERE Rule;
- K. For the period of time before its CMRS license was effective, Halo was unlawfully operating as an un-certificated carrier providing telecommunications services within Missouri, without having obtained the appropriate certificate or authorization from the Missouri Public Service

Commission or the state of Missouri, or in the alternative was providing traffic aggregation and termination services by private contract with certificated Missouri carriers within the state of Missouri without properly registering to do business in the state of Missouri;

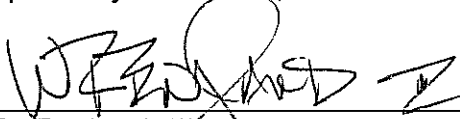
- L. Halo was not operating as a CMRS provider prior to April 15, 2011; any and all Halo traffic terminating to Complainants prior to April 15, 2011 is and was subject to Complainants' access tariffs; and Complainants should be compensated for such traffic based upon the rates contained in their access tariffs for such traffic, including interest or late fees and attorneys' fees as permitted by those tariffs, and that said amounts are immediately due and payable;
- M. Halo is not legitimately operating as a CMRS provider on or after April 15, 2011, and Halo and its customers did not access Halo's networks via mobile devices; therefore, Complainants should be compensated for such traffic based upon the rates contained in their access tariffs for such traffic, including interest or late fees and attorneys' fees as permitted by those tariffs, and that said amounts are immediately due and payable;
- N. That traffic which, at the beginning of the call, originates from a wireless end user in one MTA and is delivered to Halo's base station in another MTA, for ultimate termination to customers of Complainants in the same MTA as the base station, does not constitute calls to and from end-users that both originate and terminate in the same MTA, and Complainants should be

compensated for such traffic based upon the rates contained in their access tariffs for such traffic, including interest or late fees and attorneys' fees as permitted by those tariffs, and that said amounts are immediately due and payable;

- O. Halo, by failing to use alternative means of delivering traffic after Complainants initiated blocking procedures, or by failing to commence an expedited complaint proceeding under the provisions of the ERE Rule (4 CSR 240-29.100 and/or 29.130, failed to implement mechanisms provided Halo by the ERE Rule in which to avoid any negative consequences of blocking;
- P. AT&T, at the request of Complainants, is authorized and directed to block all Halo traffic from terminating to Complainants on the LEC-to-LEC network until Halo has satisfied Complainants and the Commission that Halo is in full compliance with all provisions of the ERE Rule, and will continue in full compliance in the future.

together with such other and further relief as the Commission deems appropriate.

Respectfully submitted,



W.R. England, III

Mo. Bar 23975

Brian T. McCartney

Mo. Bar 47788

Brydon, Swearngen & England P.C.

312 East Capitol Avenue

P.O. Box 456

Jefferson City, MO 65102-0456

573/635-7166

573/634-7431 (facsimile)

Email: trip@brydonlaw.com

bmccartney@brydonlaw.com

Attorneys for Complainants

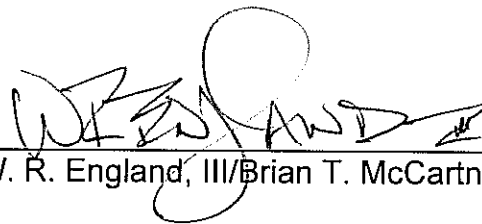
Certificate of Service

I hereby certify that a true and correct copy of the above and foregoing document was mailed or hand-delivered, this 22nd day of June, 2011 to:

General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

Lewis Mills
Office of Public Counsel
P.O. Box 7800
Jefferson City, MO 65102

John Marks
General Counsel
Halo Wireless
2351 West Northwest Highway, Suite 1204
Dallas, TX 75220



W. R. England, III/Brian T. McCartney

STATE OF MISSOURI)
)
COUNTY OF STODDARD)

AFFIDAVIT OF LISA WINBERRY

I, Lisa Winberry, Manager BPS Telephone Company hereby swear and affirm that I am authorized to speak on behalf of BPS and to attest to the veracity of the statements contained in this Complaint.

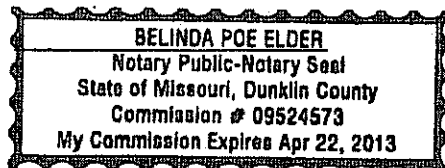
Lisa Winberry
Lisa Winberry

State of Missouri)
)
County of Stoddard) SS

I, Belinda Poe Elder, a Notary Public do hereby certify that on this 16th day of June, 2011 personally appeared before me Lisa Winberry who declared that all of the information contained herein above is true, to the best of his knowledge and belief.

Belinda Poe Elder
Notary Public

My Commission expires:



STATE OF Missouri
COUNTY OF Lafayette

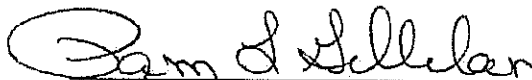
AFFIDAVIT OF BRIAN CORNELIUS

I, Brian Cornelius, President of Citizens Telephone Company of Higginsville,
Missouri, hereby swear and affirm that I am authorized to speak on behalf of Citizens and
to attest to the veracity of the statements contained in this Complaint.


Brian Cornelius

State of Missouri)
County of Lafayette) SS

I, Pam L. Gillilan, a Notary Public do hereby certify that on this 15 day
of June, 2011 personally appeared before me Brian Cornelius who declared that
all of the information contained herein above is true, to the best of his knowledge and
belief.


Notary Public

My Commission expires:

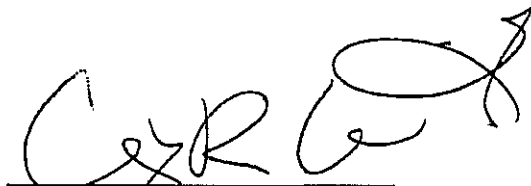


PAM L. GILLILAN
My Commission Expires
June 12, 2012
Lafayette County
Commission #00490974

STATE OF Kansas)
)
COUNTY OF Crawford)

AFFIDAVIT OF CRAIG WILBERT

I, Craig Wilbert, General Manager of Craw-Kan Telephone Cooperative, Inc.
hereby swear and affirm that I am authorized to speak on behalf of Craw-Kan and to attest
to the veracity of the statements contained in this Complaint.



Craig Wilbert

State of Kansas)
)
County of Crawford) SS

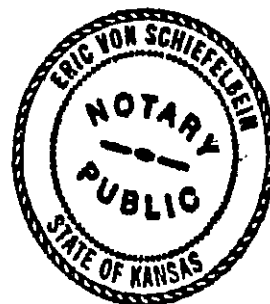
I, Eric Schiefelbein, a Notary Public do hereby certify that on this 15th day
of June, 2011 personally appeared before me Craig Wilbert who declared that all
of the information contained herein above is true, to the best of his knowledge and belief.



Notary Public

My Commission expires:

August 12, 2014



STATE OF MISSOURI)
)
COUNTY OF REYNOLDS)

AFFIDAVIT OF DEE MCCORMACK

I, Dee McCormack, President of Ellington Telephone Company, hereby swear and affirm that I am authorized to speak on behalf of Ellington and to attest to the veracity of the statements contained in this Complaint.

Dee McCormack
Dee McCormack

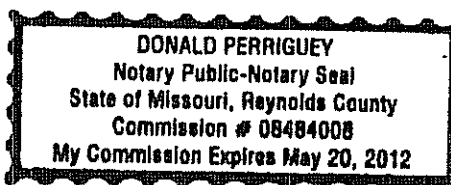
State of MISSOURI)
)
County of REYNOLDS) SS

I, DONALD PERRIGUEY, a Notary Public do hereby certify that on this 17TH day of JUNE, 2011 personally appeared before me Dee McCormack who declared that all of the information contained herein above is true, to the best of his knowledge and belief.

Donald Perrighey
Notary Public

My Commission expires:

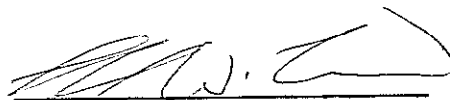
MAY 20, 2012



STATE OF Missouri)
)
COUNTY OF Audrain)

AFFIDAVIT OF CHARLES W. CROW

I, Charles W. Crow, President of Farber Telephone Company, hereby swear and affirm that I am authorized to speak on behalf of Farber and to attest to the veracity of the statements contained in this Complaint.


Charles W. Crow

State of Missouri)
) SS
County of Audrain)

I, Lisa Newland, a Notary Public do hereby certify that on this 16th day of June, 2011 personally appeared before me Charles W. Crow who declared that all of the information contained herein above is true, to the best of his knowledge and belief.


Notary Public

My Commission expires:

8/30/2013

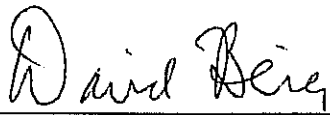


LISA NEWLAND
My Commission Expires
August 30, 2013
Audrain County
Commission #09492082

STATE OF Missouri)
COUNTY OF FRANKLIN)

AFFIDAVIT OF DAVID BEIER

I, David Beier, Vice President-Regulatory of Fidelity Communication Services I, Inc., Fidelity Communication Services II and Fidelity Telephone Company, hereby swear and affirm that I am authorized to speak on behalf of FCSI, FCSII and Fidelity to attest to the veracity of the statements contained in this Complaint.


David Beier

State of Missouri)
County of Franklin) SS

I, Hannah Zelch, a Notary Public do hereby certify that on this 16 day of June, 2011 personally appeared before me David Beier who declared that all of the information contained herein above is true, to the best of his knowledge and belief.


Notary Public

My Commission expires:

Aug. 8, 2013

HANNAH ZELCH
Notary Public-Notary Seal
State of Missouri
Washington County
My Commission Expires Aug. 8, 2013
Commission # 09749161

STATE OF Missouri)
COUNTY OF Newton)

AFFIDAVIT OF W. JAY MITCHELL

I, W. Jay Mitchell, Vice President of Goodman Telephone Company and President of Seneca Telephone Company and Ozark Telephone Company, hereby swear and affirm that I am authorized to speak on behalf of Goodman, Seneca and Ozark and to attest to the veracity of the statements contained in this Complaint.


W. Jay Mitchell

State of Missouri)
County of Newton) SS

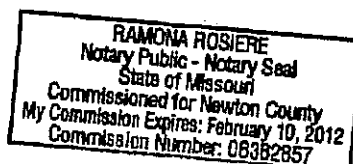
I, Ramona Rosiere, a Notary Public do hereby certify that on this 15th day of June, 2011 personally appeared before me W. Jay Mitchell who declared that all of the information contained herein above is true, to the best of his knowledge and belief.




Notary Public

My Commission expires:


Feb 10, 2012
STATE OF Missouri)



STATE OF Missouri)
COUNTY OF Newton)

AFFIDAVIT OF JON STOUFFER

I, Jon Stouffer, President of Granby Telephone Company, hereby swear and affirm that I am authorized to speak on behalf of Granby and to attest to the veracity of the statements contained in this Complaint.

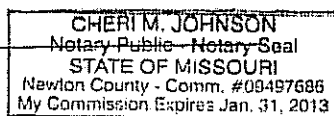

Jon Stouffer

State of Missouri)
County of Newton) SS

I, Cheri M. Johnson, a Notary Public do hereby certify that on this 21st day of June, 2011 personally appeared before me Jon Stouffer who declared that all of the information contained herein above is true, to the best of his knowledge and belief.


Notary Public

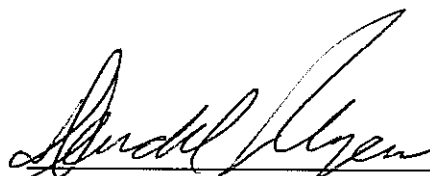
My Commission expires:



STATE OF Missouri)
COUNTY OF MERCER)


AFFIDAVIT OF WENDEL MYERS

I, Wendel Myers, General Manager of Grand River Mutual Telephone Corporation and Lathrop Telephone Company hereby swear and affirm that I am authorized to speak on behalf of Grand River and Lathrop and to attest to the veracity of the statements contained in this Complaint.


Wendel Myers

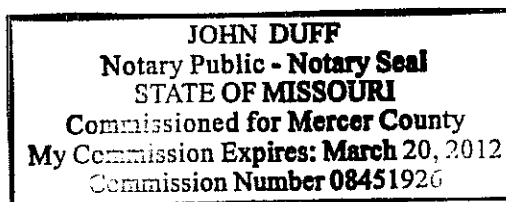
State of Missouri)
County of MERCER) SS

I, _____, a Notary Public do hereby certify that on this 15th day of JUNE, 2011 personally appeared before me Wendel Myers who declared that all of the information contained herein above is true, to the best of his knowledge and belief.


Notary Public

My Commission expires:

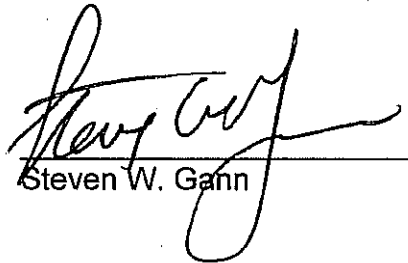
3-20-2012



STATE OF Missouri)
)
COUNTY OF Caldwell)

AFFIDAVIT OF STEVE GANN

I, Steven W. Gann, General Manager of Green Hills Telephone Corporation and Green Hills Telecommunications Services hereby swear and affirm that I am authorized to speak on behalf of Green Hills and GHTS and to attest to the veracity of the statements contained in this Complaint.


Steven W. Gann

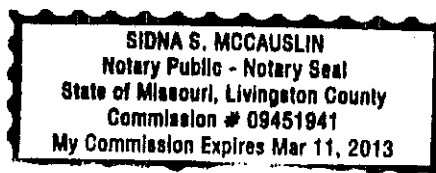
State of Missouri)
) SS
County of Caldwell)

I, Sidna S. McCauslin, a Notary Public do hereby certify that on this 21st day of June, 2011 personally appeared before me Steven W. Gann who declared that all of the information contained herein above is true, to the best of his knowledge and belief.


Notary Public

My Commission expires:

March 11, 2013



STATE OF Nebraska)

COUNTY OF Washington)

AFFIDAVIT OF SHAWN HANSON

I, Shawn Hanson, President and General Manager of Holway Telephone Company and KLM Telephone Company hereby swear and affirm that I am authorized to speak on behalf of Holway and KLM and to attest to the veracity of the statements contained in this Complaint.

Shawn Hanson
Shawn Hanson

State of Nebraska)
County of Washington) SS

I, Rita R. Wilkins, a Notary Public do hereby certify that on this 17th day of June, 2011 personally appeared before me Shawn Hanson who declared that all of the information contained herein above is true, to the best of his knowledge and belief.

Rita R. Wilkins
Notary Public

My Commission expires:

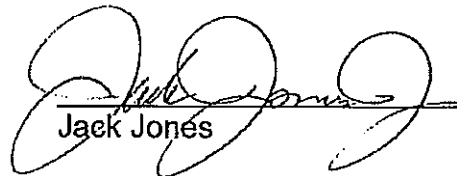
2-1-2014



STATE OF Iowa)
COUNTY OF Page)

AFFIDAVIT OF JACK JONES

I, Jack Jones, General Manager of Iamo Telephone Corporation hereby swear and affirm that I am authorized to speak on behalf of Iamo and to attest to the veracity of the statements contained in this Complaint.


Jack Jones

State of Iowa)
County of Page) SS

Tamara LePorte, a Notary Public do hereby certify that on this 15th day of July, ²⁰¹¹~~2002~~ personally appeared before me Jack Jones who declared that all of the information contained herein above is true, to the best of her knowledge and belief.



Tamara LePorte
Notary Public

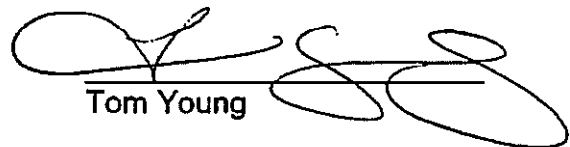
My Commission expires:

July 20 2011

STATE OF Missouri)
COUNTY OF Callaway)

AFFIDAVIT OF TOM YOUNG

I, Tom Young, General Manager of Kingdom Telephone Company hereby swear and affirm that I am authorized to speak on behalf of Kingdom and to attest to the veracity of the statements contained in this Complaint.

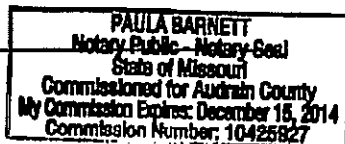

Tom Young

State of Missouri)
County of Callaway) SS

I, Paula Barnett, a Notary Public do hereby certify that on this 20th day of June, 2011 personally appeared before me Tom Young who declared that all of the information contained herein above is true, to the best of his knowledge and belief.


Notary Public

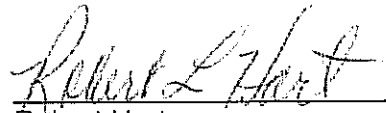
My Commission expires:



STATE OF Missouri)
)
COUNTY OF Newton)

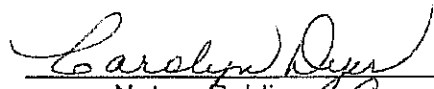
AFFIDAVIT OF ROBERT HART

I, Robert Hart, President of Le-Ru Telephone Company, hereby swear and affirm that I am authorized to speak on behalf of Le-Ru and to attest to the veracity of the statements contained in this Complaint.


Robert Hart

State of Missouri)
) SS
County of Newton)

I, Carolyn Dyer, a Notary Public do hereby certify that on this 15th day of June, 2011 personally appeared before me Robert Hart who declared that all of the information contained herein above is true, to the best of his knowledge and belief.


Notary Public Carolyn Dyer

My Commission expires: 2/24/2012



CAROLYN DYER
My Commission Expires:
February 24, 2012
Newton County
Commission #08554712

STATE OF MISSOURI)
)
COUNTY OF KNOX)

AFFIDAVIT OF WILLIAM ROHDE

I, William Rohde, General Manager of Mark Twain Rural Telephone Company and Mark Twain Communications Company, hereby swear and affirm that I am authorized to speak on behalf of Mark Twain Rural Telephone Company and Mark Twain Communications Company and to attest to the veracity of the statements contained in this Complaint.



William Rohde

State of Missouri)
)
County of Knox) SS

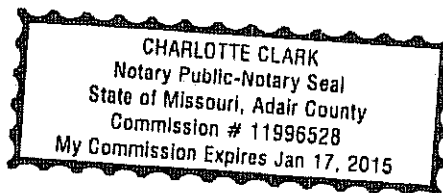
I, Charlotte Clark, a Notary Public do hereby certify that on this 20th day of June, 2011 personally appeared before me William Rohde who declared that all of the information contained herein above is true, to the best of his knowledge and belief.



Notary Public

My Commission expires:

Jan. 17, 2015



STATE OF MISSOURI)
)
COUNTY OF MCDONALD)

AFFIDAVIT OF ROSS BABBITT

I, Ross Babbitt, President of McDonald County Telephone Company, hereby swear and affirm that I am authorized to speak on behalf of McDonald County and to attest to the veracity of the statements contained in this Complaint.

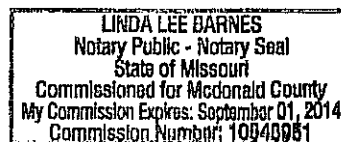
Ross Babbitt

Ross Babbitt

State of MISSOURI)
) SS
County of MCDONALD)

I, Linda Lee Barnes a Notary Public do hereby certify that on this 21st day of June, 2011 personally appeared before me Ross Babbitt who declared that all of the information contained herein above is true, to the best of his knowledge and belief.

Linda Lee Barnes



STATE OF Missouri)
)
COUNTY OF Lawrence)

AFFIDAVIT OF DEBBIE CHOATE

I, Debbie Choate, General Manager of Miller Telephone Company, hereby swear and affirm that I am authorized to speak on behalf of Miller and to attest to the veracity of the statements contained in this Complaint.

Debbie Choate
Debbie Choate

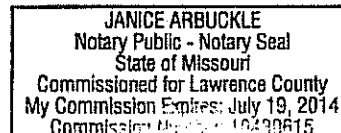
State of Missouri)
)
County of Lawrence) SS

I, Janice Arbuckle, a Notary Public do hereby certify that on this 16th day of June, 2011 personally appeared before me Debbie Choate who declared that all of the information contained herein above is true, to the best of his knowledge and belief.

Janice Arbuckle
Notary Public

My Commission expires:

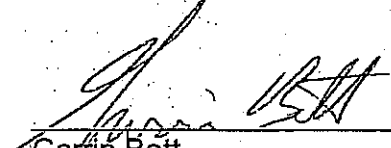
July 19, 2014



STATE OF Idaho)
)
COUNTY OF Power)

AFFIDAVIT OF GARRIN BOTT

I, Garrin Bott, Vice President of New Florence Telephone Company hereby swear and affirm that I am authorized to speak on behalf of New Florence and to attest to the veracity of the statements contained in this Complaint.


Garrin Bott

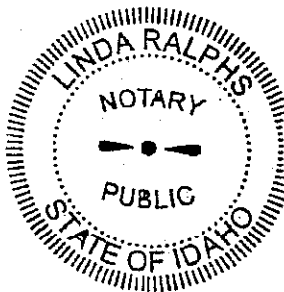
State of Idaho)
)
County of Power) SS

I, LINDA RALPHS, a Notary Public do hereby certify that on this 16th day of JUNE, 2011 personally appeared before me Garrin Bott who declared that all of the information contained herein above is true, to the best of his knowledge and belief.


Notary Public

My Commission expires:

1-24-14



STATE OF WI)
COUNTY OF DANE)

AFFIDAVIT OF ANDREW PETERSEN

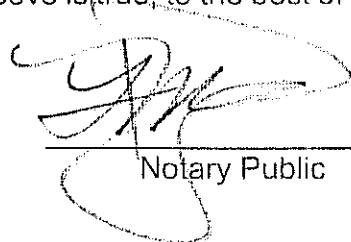
I, Andrew Petersen, VP-External Affairs and Communications of New London Telephone Company, Orchard Farm Telephone Company and Stoutland Telephone Company, hereby swear and affirm that I am authorized to speak on behalf of New London, Orchard Farm and Stoutland and to attest to the veracity of the statements contained in this Complaint.



Andrew Petersen

State of WI)
County of Dane) SS

I, Krista Stare, a Notary Public do hereby certify that on this 21st day of June, 2011 personally appeared before me Andrew Petersen who declared that all of the information contained herein above is true, to the best of his knowledge and belief.



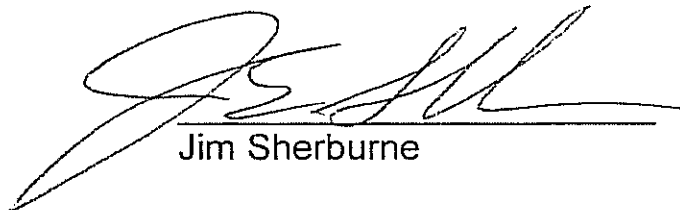
Notary Public

My Commission expires:

5/24/15


AFFIDAVIT OF JIM SHERBURNE

I, Jim Sherburne, CEO of Northeast Missouri Rural Telephone Company, hereby swear and affirm that I am authorized to speak on behalf of NEMO and to attest to the veracity of the statements contained in this Complaint.


Jim Sherburne

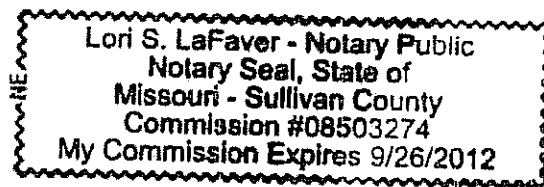
State of Missouri)
)
County of Sullivan) SS

I, Lori S. LaFaver, a Notary Public do hereby certify that on this 21st day of June, 2011 personally appeared before me Jim Sherburne who declared that all of the information contained herein above is true, to the best of his knowledge and belief.


Notary Public

My Commission expires:

9/26/12



STATE OF Kansas)
COUNTY OF Lyon)

AFFIDAVIT OF JANET BATHURST

I, Janet Bathurst, General Manager of Oregon Farmers Mutual Telephone Company, hereby swear and affirm that I am authorized to speak on behalf of Oregon Farmers and to attest to the veracity of the statements contained in this Complaint.

Janet M Bathurst
Janet Bathurst

State of Kansas)
County of Lyon) SS

I, June millsap, a Notary Public do hereby certify that on this 15 day of June, 2011 personally appeared before me Janet Bathurst who declared that all of the information contained herein above is true, to the best of his knowledge and belief.



June millsap
Notary Public

My Commission expires:

march 28, 2015

STATE OF Missouri)
COUNTY OF Howell)

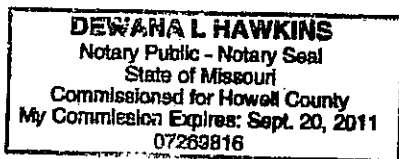
AFFIDAVIT OF MAURICE BOSSERMAN

I, Maurice Bosserman, President of Peace Valley Telephone Company, Inc.,
hereby swear and affirm that I am authorized to speak on behalf of Peace Valley and to
attest to the veracity of the statements contained in this Complaint.

Maurice Bosserman
Maurice Bosserman

State of Missouri)
County of Howell) SS

I, Dewana L Hawkins a Notary Public do hereby certify that on this 16th day
of June, 2011 personally appeared before me Maurice Bosserman who
declared that all of the information contained herein above is true, to the best of his
knowledge and belief.



Dewana L. Hawkins
My Commission Expires: Sept 20, 2011

STATE OF Missouri)
)
COUNTY OF Atchison)

AFFIDAVIT OF RAYMOND HENAGAN

I, Raymond Henagan, CEO/Manager of Rock Port Telephone Company, hereby swear and affirm that I am authorized to speak on behalf of Rock Port and to attest to the veracity of the statements contained in this Complaint.

Raymond Henagan

Raymond Henagan

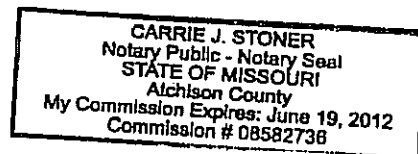
State of Missouri)
)
County of Atchison) SS

I, Carrie Stoner, a Notary Public do hereby certify that on this 21st day of June, 2011 personally appeared before me Raymond Henagan who declared that all of the information contained herein above is true, to the best of his knowledge and belief.

Carrie Stoner
Notary Public

My Commission expires:

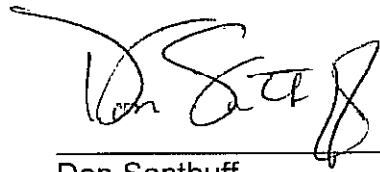
6/19/2012



STATE OF MISSOURI)
)
COUNTY OF CRAWFORD)

AFFIDAVIT OF DON SANTHUFF

I, Don Santhuff, General Manager of Steelville Telephone Exchange, Inc., hereby swear and affirm that I am authorized to speak on behalf of Steelville and to attest to the veracity of the statements contained in this Complaint.



Don Santhuff

State of MISSOURI)
)
County of CRAWFORD) SS

I, Joyce K Halbert, a Notary Public do hereby certify that on this 21st day of June, 2011 personally appeared before me Don Santhuff who declared that all of the information contained herein above is true, to the best of his knowledge and belief.



Notary Public

My Commission expires:

12-4-2013