Exhibit No.:
Issues: Blocking of Traffic
Witness: Kelly M. Bosserman
Type of Exhibit: Direct
Sponsoring Party: Peace Valley Telephone Company
Case No.: TC-2012-0331

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Case No. TC-2012-0331

Direct Testimony of Kelly M. Bosserman

On Behalf of Peace Valley Telephone Company

June 4, 2012

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

HALO WIRELESS, INC.,	)	
	)	
Complainant,	)	
	)	
v.	)	Case No. TC-2012-0331
	)	
CRAW-KAN TELEPHONE COOPERATIVE, INC., et al.,	)	
	)	
Respondents.	)	

STATE OF Mississippi)
) ss
COUNTY OF Madison)

AFFIDAVIT OF KELLY M. BOSSERMAN

I, Kelly M. Bosserman, of lawful age, being duly sworn, deposes and states as follows:

1. My name is Kelly M. Bosserman. I am employed as Vice President with Peace Valley Telephone Company, and am authorized to testify on behalf of Peace Valley Telephone Company in this proceeding.

2. Attached hereto and made a part hereof for all purposes in my direct testimony.

3. I hereby affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

Kelly M Bosserman

Subscribed and sworn to before me this 31st day of May, 2012.

Debbie A. Holliday Notary Public

My Commission expires: 11-9-2014

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 46915 DEBBIE A. HOLLIDAY Commission Expires Nov. 9, 2014 RANKIN COUNTY

DIRECT TESTIMONY
OF
KELLY M. BOSSERMAN

Q. **State your name and business address.**

A. Kelly M. Bosserman, 7101 State Road W, Peace Valley, Missouri 65788.

Q. **By whom are you employed and in what capacity?**

A. I am employed by Peace Valley Telephone Company as Vice President/Regulatory Affairs of Peace Valley Telephone Company (Company).

Q. **Please describe the nature of your duties and responsibilities as Vice President/Regulatory Affairs of Peace Valley Telephone Company (Company).**

A. I have responsibility for the Company's activities including contract negotiation and review, corporate organizational matters, public and industry relations, governmental affairs, and regulatory affairs.

Q. **Would you please briefly describe your education and work experience?**

A. I received a Bachelor of Science Degree in Biology, with a Chemistry Minor, and a Juris Doctor degree from St. Louis University in Missouri. I represent the third generation of family management/ownership of Peace Valley Telephone Company and have been involved with the Company my whole life. My employment with the Company has been continuous since 2001, and I have extensive experience in the Company's operations.

Q. **Are you authorized to testify on behalf of the Company in this matter?**

A. Yes.

Q. **Please describe your Company and the nature of its business.**

A. The Company is a Missouri corporation, with its office and principal place of business located in Peace Valley, Missouri. The Company is an incumbent local exchange carrier

providing local exchange and exchange access services to approximately 430 access lines in and around the community of Peace Valley, Missouri.

Q. **What is the purpose of your testimony?**

A. The purpose of my testimony is to explain and support the Company's request to AT&T Missouri (AT&) to block the traffic terminating from Halo Wireless Inc. (Halo) in accordance with the Missouri Public Service Commission's (Commission) Enhanced Record Exchange (ERE) Rules.

Q. **Is Halo delivering traffic to your Company for termination to your customers?**

A. Yes.

Q. **How do you know Halo is delivering traffic to your Company?**

A. Each month we receive records from AT&T Missouri that identify the amount of traffic (i.e., Minutes of Use or MOU) that transits the AT&T tandem switch and is delivered to our Company through CenturyLink for termination to our customers.

Q. **How is Halo's traffic delivered to your Company?**

A. It is my understanding that Halo has a direct interconnection with AT&T at its tandem switch in Springfield, Missouri. AT&T then sends that traffic, along with other wireless, CLEC and intraLATA toll traffic, over common trunk groups through CenturyLink's tandem in Branson, Missouri to our Company. This jointly owned network of common trunks that exists between our Company, CenturyLink and the AT&T tandem is sometimes referred to as the "LEC-to-LEC Network" or the "Feature Group C Network".

Q. **Did Halo or AT&T notify your Company, in advance, that Halo would be delivering wireless traffic to it?**

A. No. The only way that we knew we were receiving Halo traffic was after-the-fact when we began receiving records of that traffic from AT&T.

Q. Has Halo ever requested permission or an agreement with your Company to terminate its traffic on your local exchange network?

A. No.

Q. Once you became aware of the fact that Halo was terminating traffic to your Company, did you request to begin negotiations with Halo to establish an agreement for the termination of this traffic?

A. Yes. Our attorneys sent correspondence to Halo requesting to begin negotiations toward a traffic termination agreement. Copies of the request are attached to my testimony as Exhibit 1.

Q. Did Halo agree to negotiate a traffic termination agreement with your Company?

A. No. It is my understanding that Halo refused to negotiate primarily because our Company did not specifically "request interconnection" with Halo.

Q. What compensation does your Company receive when it terminates traffic from other carriers?

A. Our Company receives either access charges (intrastate or interstate) for terminating interexchange traffic or reciprocal compensation rates for terminating local wireless traffic.

Q. How are your Company's access charges and reciprocal compensation rates set?

A. Our access charges are contained in tariffs that are filed with and approved by the FCC (for interstate traffic) and the Missouri Public Service Commission (for intrastate traffic). Our reciprocal compensation rates are set forth in the traffic termination agreements we

have with wireless carriers and which are filed with and approved by the Missouri Public Service Commission.

Q. **Have you invoiced Halo for the traffic it is terminating to you?**

A. Yes. While we do not agree that Halo's traffic is wireless, we have sent invoices to Halo each month for the traffic it terminates to our Company based upon our reciprocal compensation rates for "local" wireless traffic. Copies of those invoices are attached as "PROPRIETARY" Exhibit 2.

Q. **Has Halo paid any of your invoices?**

A. No, Halo has not paid for any of the traffic it has delivered to our Company.

Q. **Are you receiving traffic from other wireless carriers via the LEC-to-LEC Network?**

A. Yes, we receive wireless traffic from most, if not all, of the national wireless carriers such as AT&T Mobility, Verizon Wireless, Sprint/Nextel, T-Mobile and US Cellular.

Q. **Do you have traffic termination agreements with those carriers for the termination of their wireless traffic?**

A. Yes, we have traffic termination agreements with those carriers, and those agreements have been filed with and approved by the Commission. A Summary of those agreements and the case numbers in which they were approved by the Commission are set forth on Exhibit 3 attached hereto.

Q. **Did any of the other wireless carriers who terminate traffic to your Company refuse to negotiate a traffic termination agreement?**

A. No.

Q. Did any of the other wireless carriers insist on your Company requesting interconnection before beginning negotiations?

A. No.

Q. **Do those agreements with the other wireless carriers provide for your Company to be paid for the traffic that is terminated to your Company?**

A. Yes. The agreements generally provide that local or intraMTA wireless traffic will be billed at reciprocal compensation rates and that any non-local or interMTA traffic will be billed at our Company's access rates.

Q. **How were the reciprocal compensation rates established for your Company?**

A. For most of the wireless carriers, our reciprocal compensation rates were established in the context of an arbitration case between our Company and Cingular Wireless and T-Mobile (MoPSC Cases No. TO-2006-0147 and TO-2006-0151). In one instance, the reciprocal compensation rate was negotiated between our Company and the wireless carrier.

Q. **Have the other wireless carriers paid your invoices?**

A. Yes.

Q. **Did you offer to make these reciprocal compensation rates available to Halo for the local or intraMTA wireless traffic it terminated to you?**

A. Yes. Our attorneys forwarded copies of a traffic termination agreement with Cingular and T-Mobile to Halo and offered to use the rates, terms and conditions contained in those Agreements as a starting point for purposes of negotiations. Please see Exhibit 4 attached to this testimony.

Q. **You mentioned earlier that you don't agree that the traffic Halo is terminating to you is wireless traffic. On what do you base that position?**

A. The amount of traffic Halo is terminating to our Company is fairly substantial relative to the amount of wireless traffic we receive from other, national wireless carriers. Given the fact that we have never heard of Halo Wireless, nor have we seen any advertisements or marketing material offering Halo's wireless services in our area, I was skeptical that Halo would be terminating that much wireless traffic to our Company. In addition, we learned from industry meetings and discussions that other local exchange carriers were questioning the nature of Halo's traffic.

Q. **Do you have any evidence that Halo's traffic is not wireless?**

A. Yes. We requested information from AT&T regarding any traffic studies it has performed on Halo traffic terminating to our Company. Based upon the information we received from AT&T, we learned that only 9 to 21% of the amount of Halo traffic terminating to us was local or intraMTA wireless traffic (and I understand that this was actually wireless traffic that was originated by customers of other wireless carriers). The rest of Halo's traffic was either interMTA wireless traffic or landline interexchange traffic. The information AT&T has provided us is included in "PROPRIETARY" Exhibit 5 attached to this testimony.

Q. **Are you able to tell whether Halo is providing your Company with originating Caller Identification when it terminates traffic to your Company?**

A. No. Because Halo's traffic is comingled with other wireless traffic, CLEC traffic and intraLATA toll traffic that comes to our Company over these common trunks, it is not possible to identify a Halo call when it hits our local switch.

Q. **Do the AT&T records of Halo's terminating traffic provide originating Caller Identification?**

A. No, the AT&T records simply provide a "billing number" which is assigned to Halo, but it does not identify or reveal the telephone number of the party placing the call.

Q. **Given the fact that Halo has not been willing to pay for the traffic it terminates to your Company and that AT&T's traffic studies reveal that a substantial portion of this traffic is actually traffic subject to access charges, what did you do?**

A. We authorized our attorneys to pursue blocking of Halo's traffic coming over the LEC-to-LEC network in accordance with the Commission's ERE Rules. Copies of the correspondence that was sent to AT&T and Halo are attached as Exhibit 6.

Q. **Does this conclude your direct testimony?**

A. Yes.

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COUNSEL
GREGORY C. MITCHELL

February 25, 2011

VIA EMAIL & FEDERAL EXPRESS

MAR - 1 2011

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

Re: Request for Interconnection & Compensation Arrangements

Dear Mr. Marks:

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

	Letter Sent
Citizens Telephone Company Green Hills Telephone Corporation Green Hills Telecommunication Services	December 30, 2010
Goodman Telephone Company Granby Telephone Company Grand River Mutual Telephone Corporation Lathrop Telephone Company McDonald County Telephone Company Oregon Farmers Mutual Telephone Company Ozark Telephone Company Seneca Telephone Company	January 26, 2011
Rock Port Telephone Company	January 27, 2011

Exhibit 1

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

February 17, 2011

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

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

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

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

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

Sincerely,

WRENGLAND III by BM

W.R. England, III

WRE/da

EXHIBIT 2

PROPRIETARY

Summary Approved Traffic Termination Agreements
between Peace Valley and CMRS Providers

LEC	CMRS Provider	Docket #	IntraMTA Rate	Effective Date
Peace Valley	Verizon	TK-2008-0173	0.0166	12/20/2007
Peace Valley	Sprint PCS	TK-2008-0337	0.0166	3/1/2008
Peace Valley	US Cellular	TO-2006-0227	0.035	11/15/2005
Peace Valley	Cingular	TK-2006-0530	0.0166	4/29/2005
Peace Valley	T-Mobile	TK-2006-0542	0.0166	4/29/2005
Peace Valley	ALLTEL	TK-2007-0116	0.0166	4/29/2005

-----Original Message-----
From: Trip England
Sent: Friday, March 11, 2011 1:35 PM
To: 'jmarks@halowireless.com'
Subject: Summary of RLEC Agreements with Cingular and T-Mobile

Attached per our telephone discussion is a summary of indirect interconnection Traffic Termination Agreements between our Missouri rural local exchange carrier (RLEC) clients and Cingular and/or T-Mobile. This summary was compiled some time ago, and we have not reviewed it recently. Of course, the executed agreements will control if there is any difference between this summary and the actual agreements.

Also enclosed are copies of the Agreements between Citizens Telephone Company and Cingular and T-Mobile. With the exception of the rates, traffic factors and the provision for transit traffic to Alma Telephone Company, the terms and conditions of these agreements are very similar, if not identical, to those with the other RLECs listed on the summary.

Trip

Summary of Indirect Interconnection Traffic Termination Agreements
between Missouri Small Rural LECs and Cingular/T-Mobile

LEC	CMRS Provider	Docket #	IntraMTA Rate	Traffic Factor	InterMTA Factor
BPS	Cingular	TK-2006-0513	0.0093	76/24% (MTL/LTM)	32%
BPS	T-Mobile	TK-2006-0503	0.0093	84/16% (MTL/LTM)	52%
Citizens	Cingular	TK-2006-0520	0.0073 Transit Rate 0.01	89/11% (MTL/LTM)	0%
Citizens	T-Mobile	TK-2006-0505	0.0073	84/16% (MTL/LTM)	0%
Craw Kan	Cingular	TK-2007-0464	0.0257	79/21% (MTL/LTM)	7%
Craw Kan	T-Mobile	TK-2006-0506	0.0257	84/16% (MTL/LTM)	7%
Ellington	Cingular	TK-2006-0521	0.0277	82/18% (MTL/LTM)	0%
Ellington	T-Mobile	TK-2006-0507	0.0277	84/16% (MTL/LTM)	0%
Farber	Cingular	TK-2006-0522	0.018	86/14% (MTL/LTM)	0%
Farber	T-Mobile	TK-2006-0545	0.018	84/16% (MTL/LTM)	0%
Fidelity	Cingular	TO-2004-0445	0.035	90/10% (MTL/LTM)	None
Fidelity I (CLEC)	Cingular	TO-2004-0446	0.035	90/10% (MTL/LTM)	None
Fidelity II (CLEC)	Cingular	TO-2004-0447	0.035	90/10% (MTL/LTM)	None
Goodman	Cingular	TK-2007-0014	0.0168	78/22% (MTL/LTM)	0%
Goodman	T-Mobile	TO-2007-0224	0.0168	84/16% (MTL/LTM)	0%
Granby	Cingular	TK-2007-0011	0.0054	84/16% (MTL/LTM)	0%
Granby	T-Mobile	TK-2006-0508	0.0054	84/16% (MTL/LTM)	0%
Grand River	Cingular	TK-2006-0523	0.0209	84/16% (MTL/LTM)	0%
Grand River	T-Mobile	TK-2006-0509	0.0209	84/16% (MTL/LTM)	0%
Green Hills	Cingular	TK-2006-0514	0.0269	87/13% (MTL/LTM)	0%
Green Hills	T-Mobile	TK-2006-0510	0.0269	84/16% (MTL/LTM)	0%
Green Hills (CLEC)	T-Mobile		Confidential	Confidential	Confidential
Holway	Cingular	TK-2006-0525	0.0383	90/10% (MTL/LTM)	0%
Holway	T-Mobile	TK-2006-0511	0.0383	84/16% (MTL/LTM)	0%
Iamo	Cingular	TK-2006-0526	0.041	88/12% (MTL/LTM)	0%
Iamo	T-Mobile	TK-2006-0512	0.041	84/16% (MTL/LTM)	0%
Kingdom	Cingular	TK-2006-0515	0.023	73/27% (MTL/LTM)	0%
Kingdom	T-Mobile	TK-2006-0534	0.023	84/16% (MTL/LTM)	0%
KLM	Cingular	TK-2006-0527	0.0212	87/13% (MTL/LTM)	0%
KLM	T-Mobile	TK-2006-0535	0.0212	84/16% (MTL/LTM)	0%
Lathrop	Cingular	TK-2006-0528	0.0069	72/28% (MTL/LTM)	0%

Lathrop	T-Mobile	TK-2006-0536	0.0069	84/16% (MTL/LTM)	0%
Le-Ru	Cingular	TK-2006-0529	0.0166	78/22% (MTL/LTM)	0%
Le-Ru	T-Mobile	TK-2006-0537	0.0166	84/16% (MTL/LTM)	0%
Mark Twain Rural	Cingular	TK-2007-0463	0.0289	80/10% (MTL/LTM)	32%
Mark Twain Rural	T-Mobile	TK-2006-0538	0.0289	84/16% (MTL/LTM)	70%
Mark Twain (CLEC)	T-Mobile		Confidential	Confidential	Confidential
McDonald County	Cingular	TK-2006-0517	0.0083	80/20% (MTL/LTM)	0%
McDonald County	T-Mobile	TK-2007-0009	0.0083	84/16% (MTL/LTM)	0%
Miller	Cingular	TK-2006-0518	0.0072	80/20% (MTL/LTM)	0%
Miller	T-Mobile	TK-2006-0546	0.0072	84/16% (MTL/LTM)	0%
New Florence	Cingular	TK-2006-0519	0.0079	82/18% (MTL/LTM)	2%
New Florence	T-Mobile	TK-2006-0539	0.0079	84/16% (MTL/LTM)	2%
New London	Cingular	TK-2006-0154	0.01954	None	0%
New London	T-Mobile	TO-2006-0324	0.0175	65/35% (MTL/LTM)	2%
Orchard Farm	Cingular	TK-2006-0154	0.019655	None	0%
Orchard Farm	T-Mobile	TO-2006-0324	0.0175	65/35% (MTL/LTM)	0%
Oregon Farmers	Cingular	TK-2007-0012	0.0108	85/15% (MTL/LTM)	0%
Oregon Farmers	T-Mobile	TK-2006-0540	0.0108	84/16% (MTL/LTM)	0%
Ozark	Cingular	TK-2006-0532	0.0179	85/15% (MTL/LTM)	0%
Ozark	T-Mobile	TO-2007-0223	0.0179	84/16% (MTL/LTM)	0%
Peace Valley	Cingular	TK-2006-0530	0.0166	91/9% (MTL/LTM)	0%
Peace Valley	T-Mobile	TK-2006-0542	0.0166	84/16% (MTL/LTM)	0%
Rock Port	Cingular	TK-2006-0531	0.0273	78/22% (MTL/LTM)	0%
Rock Port	T-Mobile	TK-2006-0543	0.0273	84/16% (MTL/LTM)	0%
Seneca	Cingular	TK-2006-0533	0.0073	80/20% (MTL/LTM)	0%
Seneca	T-Mobile	TO-2007-0225	0.0073	84/16% (MTL/LTM)	0%
Steelville	Cingular	TK-2007-0013	0.0095	77/23% (MTL/LTM)	0%
Steelville	T-Mobile	TK-2006-0544	0.0095	84/16% (MTL/LTM)	0%
Stoutland	Cingular	TK-2006-0154	0.01476	None	0%
Stoutland	T-Mobile	TO-2006-0324	0.0175	65/35% (MTL/LTM)	2%

EXHIBIT 5

PROPRIETARY

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COUNSEL
GREGORY C. MITCHELL

March 23, 2012

VIA EMAIL & CERTIFIED MAIL

Mr. Russell Wiseman
President
Halo Wireless
2351 West Northwest Hwy., Suite 1204
Dallas, TX 75220

Re: Blocking of Terminating Traffic from Halo Wireless, Inc.
Peace Valley Telephone Company, Inc.

Dear Mr. Wiseman:

This notice to commence blocking the telecommunications traffic that Halo Wireless, Inc. (Halo) is terminating to Peace Valley Telephone Company, Inc. (Peace Valley) 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 tandem carrier (in this case, AT&T Missouri) block the traffic of an originating carrier and/or traffic aggregator that has failed to fully compensate the terminating carrier for terminating compensable traffic. In addition, the MoPSC's ERE rules provide that "'InterLATA Wireline Telecommunications traffic shall not be transmitted over the LEC-to-LEC network . . . " A review of Halo's traffic reveals that a significant amount of traffic terminating from Halo is InterLATA wireline originated traffic. Also, the MoPSC's ERE rules require the originating carrier to deliver originating caller identification with each call. A review of Halo's traffic reveals that a majority, if not all, of traffic terminating from Halo lacks the correct originating caller identification.

Reasons for Blocking: Halo Wireless has failed to fully compensate Peace Valley for the traffic Halo is terminating to it after Halo's filing for Bankruptcy protection (post-bankruptcy traffic) in violation of 4 CSR 240-29.130(2); Halo is transmitting InterLATA wireline telecommunications traffic over the LEC-to-LEC network in violation of 4 CSR 240-29.010(1);

and/or Halo is failing to deliver correct originating caller identification with each call it is terminating to Peace Valley in violation of 4 CSR 240-29.130(2).

Date for Blocking to Begin: April 25, 2012.

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, 2012, Halo must: 1) compensate Peace Valley for the post-bankruptcy traffic Halo is terminating to Peace Valley at the appropriate access rate for interexchange traffic (including interMTA wireless traffic) and the reciprocal compensation rate for intraMTA wireless traffic; 2) immediately cease and desist from transmitting InterLATA wireline telecommunications traffic over the LEC-to-LEC network that terminates to Peace Valley; and 3) immediately begin providing correct originating caller identification information for each call Halo terminates to Peace Valley. These actions must be taken on or before April 23, 2012. Alternatively, Halo can use other means to terminate its traffic (other than the Missouri LEC-to-LEC network) or file a formal complaint with the MoPSC as permitted by 4 CSR 240-29.130(9).

Contact Person for Further Information. Peace Valley 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)

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COUNSEL
GREGORY C. MITCHELL

March 23, 2012

VIA EMAIL & CERTIFIED MAIL

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

Re: Blocking of Terminating Traffic from Halo Wireless, Inc.
- Peace Valley Telephone Company, Inc.

Dear Leo:

I am writing on behalf of Peace Valley Telephone Company, Inc. 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 Peace Valley for traffic Halo is terminating to it after Halo's filing for bankruptcy protection (post-bankruptcy traffic) and 2) comply with the Missouri Public Service Commission's (MoPSC) Enhanced Record Exchange (ERE) rules by (a) transmitting InterLATA wireline telecommunications traffic over the LEC-to-LEC network and/or (b) failing to provide, or altering, originating caller identification for this traffic.

As you are aware, terminating carriers, such as Peace Valley, may request the tandem carrier, in this case AT&T, to block traffic over the LEC-to-LEC network where the originating carrier: 1) has failed to fully compensate the terminating carrier for terminating compensable traffic (*see* 4 CSR 240-29.130(2)); 2) is transmitting InterLATA wireline telecommunications over the LEC-to-LEC network in violation of 4 CSR 240-29.010(1); and/or 3) is failing to deliver the correct originating caller identification in violation of 4 CSR 240-29.130(2).

Therefore, Peace Valley requests that AT&T take the necessary steps to block Halo's traffic from terminating over the LEC-to-LEC network to the following exchanges and telephone (NPA/NXX) or local routing numbers:

Company Name	Exchange(s)	NPA-NXX
Peace Valley Telephone Company	Peace Valley	417277

Peace Valley requests that AT&T implement blocking of Halo traffic on April 25, 2012. 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,

TRE

W.R. England, III

WRE/da
cc: Mr. Russell Wiseman (via email and certified mail)
Mr. John VanEschen (via email)