Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	
Connect American Fund	)	WC Docket No. 10-90
	)	
A National Broadband Plan for Our Future	)	GN Docket No. 09-51
	)	
Establishing Just and Reasonable Rates for Local Exchange Carriers	)	WC Docket No. 07-0135
	)	
High-Cost Universal Service Support	)	WC Docket No. 05-337
	)	
Developing an Unified Intercarrier Compensation Regime	)	CC Docket No. 01-92
	)	
Federal-State Joint Board on Universal Service	)	CC Docket No. 96-45
	)	
Lifeline and Link-Up	)	WC Docket No. 03-109
	)	
Universal Service Reform – Mobility Fund	)	WT Docket No. 10-208

EMERGENCY REQUEST FOR EXPEDITED TREATMENT

PETITION OF FIDELITY TELEPHONE COMPANY, GRAND RIVER MUTUAL TELEPHONE CORPORATION AND LATHROP TELEPHONE COMPANY FOR LIMITED WAIVER OF 47 C.F.R. § 51.917(c)

Pursuant to Section 1.3 of the rules of the Federal Communications Commission ("FCC" or "Commission"), Fidelity Telephone Company ("Fidelity"), Grand River Mutual Telephone Corporation ("Grand River"), and Lathrop Telephone Company ("Lathrop") (jointly referred to herein as "Petitioners") hereby request a limited waiver of 47 C.F.R. Section 51.917(c). As explained herein, Petitioners seek to include amounts owed by Halo Wireless, Inc. ("Halo") in

Fiscal Year 2011 (FY 2011)[1] in the Petitioners' Carrier Base Period Revenues ("BPR"). Exclusion of amounts owed to Petitioners in the BPR has an adverse impact on the Petitioners' recovery mechanism funding, which, in turn, has adversely impacted Petitioners by limiting their ability to invest in and improve their networks. Petitioners seek to include these amounts, which were billed to Halo, but not collected by March 31, 2012, in their BPR effective July 1, 2012. The Commission has good cause to grant the Petitioners' request, and furthermore a grant of this waiver is in the public interest and is the appropriate course of action to meet the objectives of the November 2011 *USF/ICC Transformation Order.*[2] Likewise, the relief requested by Petitioners herein is similar to the relief that the FCC recently granted, with conditions, for a similarly situated group of providers.[3] The Petitioners respectfully request emergency expedited attention to this matter.

I. INTRODUCTION

The Petitioners are rural incumbent local exchange carriers ("RLECs") operating within rural areas of the State of Missouri. While Petitioners vary somewhat in size, they all provide high quality voice and broadband telecommunications services to their customers. Moreover, each Petitioner has been designated an eligible telecommunications carrier ("ETC") by the Missouri Public Service Commission ("MPSC") and, as such, they are required to offer voice services to all subscribers upon a reasonable request throughout their designated study areas in Missouri.[4] Collectively, the Petitioners have been deprived of nearly $198,669.42 that would

---

[1] Defined as October 1, 2010 to September 30, 2011.

[2] *See Connect America Fund et al.*, WC Docket No. 10-90 et al., *Report and Order and Further Notice of Proposed Rulemaking*, FCC 11-161 Issued November 18, 2011.

[3] *See Connect America Fund et al.,* WC Docket No. 10-90 *et al.*, Order, FCC 14-121 (rel. Aug. 7, 2014) ("*TDS Waiver Order*").

[4] See 4 CSR 240.31-130(2)(C) which can be found at http://sos.mo.gov/adrules/csr/current/4csr/4c240-31.pdf.

have been included in their annual BPR but for Halo's access and reciprocal compensation avoidance scheme and subsequent Bankruptcy.

Fidelity Telephone Company is headquartered in Sullivan, Missouri, in the eastern part of the state and southwest of the metropolitan St. Louis area, and has been providing local exchange services since 1904. Fidelity provides voice service to approximately 13,000 access lines and broadband service to approximately 7,900 customers throughout nine exchanges. Its service area comprises approximately 679 square miles of rural hills, agricultural land, and forests with a density of approximately 19 customers per square mile.

As further described below, Fidelity requests a BPR adjustment of $123,498.72 associated with billed, but not collected, intrastate access revenues for services provided to Halo Wireless during FY 2011.

Grand River Mutual Telephone Corporation is headquartered in Princeton, Missouri, in the northwestern part of the state, and has been providing telecommunications services since 1953. Grand River is cooperatively owned by its subscribers and currently provides service in 32 Missouri exchanges serving approximately 11,000 voice access lines and providing broadband service to approximately 6,000 customers. Grand River's Missouri service encompasses approximately 2,948 square miles with an approximate density of 3.7 customers per square mile. The service area is comprised primarily of rural agricultural land with a variety of field crops being raised in the area with rolling hills. Through this waiver application, Grand River requests a BPR adjustment of $73,525.76 associated with billed, but not collected, net reciprocal compensation revenues for services provided to Halo Wireless during FY 2011.

Lathrop Telephone Company is headquartered in Lathrop, Missouri, in the west-central part of the Missouri, north of the metro Kansas City area, and has been providing

telecommunications services since 1925. Lathrop is wholly-owned subsidiary of Grand River and currently provides service in one Missouri exchange serving approximately 1,200 voice access lines and providing broadband service to over 850 customers. Lathrop's service area encompasses approximately 66 square miles with an approximate density of 18 customers per square mile. The service area is comprised primarily of rural agricultural land, but serves also as a suburban area to Kansas City. Through this waiver application, Lathrop requests a BPR adjustment of $1,644.94 associated with billed, but not collected, net reciprocal compensation revenues for services provided to Halo Wireless during FY 2011.

The Petitioners serve high-cost, rural areas of the state with customers who, on average, have income levels well below state and national median income levels. The Petitioners strive to deliver modern and reliable voice and broadband communications services to customers who would likely have no (or very few) alternative wireline providers. The Petitioners rely on predictable and sufficient Universal Service Fund ("USF") support and intercarrier compensation ("ICC") mechanisms in order to deliver quality voice and broadband services at a reasonable cost to their customers. Given the Petitioners' remote and challenging service areas, continuing sufficient USF support is key to their being able to provide quality services to their customers.

The Halo access avoidance scheme described below resulted in the Petitioners providing intrastate access and reciprocal compensation services to Halo for a number of months included within the FY 2011. Though Halo was billed for these services, Halo did not make any payments to the Petitioners and ultimately the Petitioners were unable to collect anything from Halo as a result of its Bankruptcy proceedings. Thus, the Petitioners have remained uncompensated for the services that they provided to Halo. Because those uncompensated services were provided during the FY 2011, the Petitioners' FY 2011 BPR did not include any of

the revenues associated with the services provided to Halo. Since the BPR has a recurring impact for several years to come, the Petitioners have also been deprived by the Halo scheme from recovering through the BPR in subsequent years the revenues for services that were provided during the FY 2011. Thus, the Petitioners are requesting the Commission to waive its rules to allow the intrastate amounts billed to Halo during FY 2011 to be added to their Base Period Revenues. Petitioners are utilizing the Commission's waiver process to seek recovery mechanism funding so that the damage caused by Halo's unpaid intrastate intercarrier compensation charges does not reoccur each year that the BPR impacts the Connect America Fund-Intercarrier Compensation ("CAF-ICC") recovery mechanism. Such a waiver would be consistent with a recent decision by the Commission related to similarly situated providers.[5]

II. BACKGROUND AND HISTORY

The Petitioners initially began terminating Halo's traffic in late 2010 or early 2011 which was delivered to the Petitioners through AT&T Missouri tandem switches. AT&T Missouri provided monthly reports of traffic which it was terminating to the Petitioners from Commercial Mobile Radio Service ("CMRS") carriers with whom AT&T Missouri had interconnection agreements. These reports indicated total minutes terminating from Halo to the Petitioners but did not identify the specific jurisdiction of the traffic. Based on these reports of minutes terminated to their respective companies, the Petitioners began billing Halo Wireless for the traffic they were terminating. Fidelity billed Halo based on Fidelity's intrastate access tariff rates because Fidelity believed, despite Halo's representations to the contrary, that the traffic Halo was terminating to Fidelity was landline originated. Grand River and Lathrop, on the other hand, accepted Halo's claim that the traffic was wireless originated and billed Halo at wireless

[5] *See TDS Waiver Order.*

reciprocal compensation rates that Grand River and Lathrop billed to all major wireless carriers pursuant to the interconnection agreements that Grand River and Lathrop had with these wireless carriers. These wireless reciprocal compensation rates had been established by the MPSC as a result of an arbitration proceeding in accordance with Section 252 of the Telecommunications Act of 1996. (Grand River and Lathrop's wireless reciprocal compensation rates are substantially less than their intrastate access rates.) Petitioners also sought to negotiate an interconnection agreement with Halo pursuant to Sections 251 and 252 of the Act, but Halo refused to enter into good faith negotiations with the Petitioners and further refused to pay any intercarrier compensation to the Petitioners.

Pursuant to the MPSC Enhanced Record Exchange (ERE) Rule,[6] Fidelity, in April, 2011 and Grand River and Lathrop, in June, 2011 requested that AT&T Missouri, the tandem switch provider for Petitioners, block delivery of Halo's traffic from the respective AT&T tandem switches to the Petitioners' end office switches. Since Halo did not dispute these requests, and in accordance with the MPSC's ERE rule, AT&T implemented blocking of the Halo traffic to Fidelity on or about May 31, 2011 and to Grand River and Lathrop on or about July 28, 2011, pursuant to the MPSC's ERE rule.

Meanwhile on June 22, 2011, a group of Missouri rural ILECs, including Petitioners, filed a complaint against Halo at the MPSC seeking enforcement of the MPSC's ERE rule and payment by Halo of the appropriate intercarrier compensation amounts that were due. This complaint was docketed by the MPSC as Case Number TC-2011-0404. Due to intervening federal court action, including the Bankruptcy filing by Halo in August, 2011, proceedings in this MSPC Complaint were delayed for many months. After the Bankruptcy Court issued a

[6] *4 CSR 240-29* which can be found at http://sos.mo.gov/adrules/csr/current/4csr/4c240-29.pdf.

ruling that state public utility commission proceedings could continue, other Missouri RLECs who had not previously sought to block Halo's traffic began the process to do so in accordance with the MPSC's ERE rule. In response, Halo, on April 2, 2012, filed a complaint against these Missouri ILECs, not including Petitioners, who were trying to institute blocking of Halo's traffic under the MPSC's ERE rule. (Petitioners were not named defendants in this complaint, because their blocking requests had been implemented prior to Halo's Bankruptcy filing.) Halo's complaint case was docketed as Case Number TO-2012-0331 by the MPSC. After reviewing all of the Halo related complaint cases before it, the MPSC issued an Order on April 25, 2012 dismissing, without prejudice, the earlier complaint case (i.e., TC-2011-0404), which included the Petitioners, indicating that the MPSC had adequate grounds to explore the issues raised in that case in the subsequent Halo complaint case (i.e, TO-2012-0331). Specifically, the MPSC found as follows:

> "Since the complaints articulated in File Numbers IC-2011-0385 and TC-2011-0404 are based on the same theories as those in the pending blocking proceeding (File Number TC-2012-0331, which is proceeding on an expedited procedural schedule), dismissing these two actions serves administrative economy, especially when <u>the determinations to be made in these actions, and the potential relief to be granted in these actions, are virtually identical</u>."[7]

Subsequently, the MPSC issued its Order in the Halo Complaint case on August 1, 2012, which became effective on August 13, 2012. Ordered Paragraph No. 6 of that Order provided: "Halo is liable, without quantifying any specific amount due, to AT&T Missouri and the RLEC Respondents for access charges on the interstate and intrastate access traffic Halo has sent to

[7] *BPS Telephone Company et al. v. Halo Wireless, Inc.*, File No. TC-2011-0404, *Order Dismissing Complaints Without Prejudice*, p. 7 (emphasis added).

AT&T Missouri and the RLEC Respondents. The precise amount due will be an issue for Halo's bankruptcy proceeding."[8]

During the pendency of the Halo complaint case before the MPSC, the Halo Bankruptcy case had been converted from a Chapter 11 to a Chapter 7 Bankruptcy proceeding and shortly thereafter Halo ceased operations. In regard to the Petitioners' ability to collect intercarrier compensation from Halo, Halo's Bankruptcy estate lacks sufficient assets to pay the amounts owed to the Petitioners. Petitioners made appropriate pre-petition claims in the Texas Bankruptcy Court, but to no avail. Since the Commission required that all revenues included in the BPR had to be collected before March 31, 2012, the negative revenue impact associated with Halo's unpaid debt has ultimately created an unfair decrease in Petitioners' annual revenue. Consequently, the Petitioners are seeking waivers from the Commission to adjust their BPR calculations to include the revenue that was billed to Halo during FY 2011, but, to this day, remains unpaid. The Commission has good cause to grant these waivers, and such waivers are consistent with the Commission's decision in the *TDS Wavier Order* since they meet the requisite conditions to make the necessary BPR adjustments as outlined below.

III. GOOD CAUSE EXISTS TO GRANT THE PETITIONERS' REQUESTED WAIVER.

In general terms, the FCC's rules may be waived for good cause shown.[9] Waiver has been deemed to be appropriate where the "particular facts would make strict compliance inconsistent with the public interest."[10] The FCC may grant a waiver of its rules where the

---

[8] *Halo Wireless, Inc. v. Craw-Kan Telephone Cooperative, Inc. et al.*, File No. TC-2012-0331, *Report and Order*, p. 69, ordered paragraph 6.
[9] 47 C.F.R. § 1.3.
[10] *See AT&T Wireless Services, Inc. et al. v. Federal Communications Commission*, No. 00-1304 (D.C. Cir. 2001), *citing Northeast Cellular Tel. Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990) ("*Northeast Cellular*").

requested relief would not undermine the policy objective of the rule in question, special circumstances warrant a deviation from the general rule, and where such deviation will serve the public interest.[11]

In its *USF/ICC Transformation Order*, the Commission anticipated that there could be circumstances similar to this where revenues associated with FY 2011 were not able to be collected by March 31, 2012 and allowed for the possibility of a waiver being granted. Specifically the Commission stated:

> Carriers may, however, request a waiver of our rules defining the Baseline to account for revenues billed for terminating switched access service or reciprocal compensation provided in FY2011 but recovered after the March 31, 2012 cut-off as the result of the decision of a court or regulatory agency of competent jurisdiction. The adjusted Baseline will not include settlements regarding changes after the March 31, 2012 cut-off, and any carrier requesting such modifications to its Baseline shall, in addition to otherwise satisfying the waiver criteria, have the burden of demonstrating that the revenues are not already in its Baseline, including providing a certification to the Commission to that effect. Any request for a waiver should also include a copy of the decision requiring payment of the disputed intercarrier compensation. Any such waiver would be subject to the Commission's traditional "good cause" waiver standard, rather than the Total Cost Earnings Review specified below.[12]

The purpose of this waiver petition is consistent with this statement as it would allow Petitioners to include in their FY 2011 BPR, revenues associated with FY 2011 that were billed but not collected due to Halo's calculated access avoidance scheme (including Halo's Bankruptcy) over which the Petitioners had no control.

Petitioners' argument for good cause is further supported by similar waiver petitions by other ILECs that have been granted by the FCC which recognize that these other ILECs have suffered undue hardship as a result of Halo's deliberate attempts to avoid complying with the

---

[11] *See generally, WAIT Radio v. FCC,* 418 F.2d 1153 (D.C. Cir. 1969), *cert. denied,* 409 U.S. 1027 (1972); *see also Northeast Cellular* (D.C. Cir. 1990).
[12] *See USF/ICC Transformation Order* at footnote 1745 (emphasis added).

applicable rules for intercarrier compensation. For example, TDS Telecommunications Corp. ("TDS Telecom") filed a petition for a limited waiver "to permit TDS Telecom to include within its Base Period Revenues unpaid amounts billed to Halo for intrastate usage during FY 2011, thereby rendering those amounts eligible for recovery pursuant to the Commission's eligible recovery mechanism."[13] Like each of the instant Petitioners, TDS Telecom did not expect to collect the amounts it billed to Halo as a result of Halo's Bankruptcy and subsequent liquidation of assets. TDS asserted that "fundamental fairness and the public interest dictate that the Commission waive its rules in this specific scenario," and the FCC "could not have predicted every permutation through which a carrier such as Halo would develop an elaborate scheme to avoid paying access charges in a way that would have such potential long-term revenue ramifications…due to the nature of the eligible recovery mechanism."[14] Because the loss created by Halo's refusal to pay applicable intercarrier compensation charges occurred at a time when the FCC was making monumental changes to the USF and ICC mechanisms, good cause exists in favor of granting Petitioners' requested relief.

Additionally, three small Oklahoma ILECs (Cimarron Telephone Company, Cross Telephone Company, and Pottawatomie Telephone Company) have filed a similar petition. The Oklahoma ILECs explain that "Excluding the lost revenues unfairly penalizes Petitioners for the sole reason that they had the misfortune of being subject to an arbitrage scam that coincided with the 2011 Base Period."[15]

---

[13] *See* Petition of TDS Telecommunications Corp. for Limited Waiver of 47 C.F.R. § 51.917(c), WC Docket No. 10-90 *et al.* (filed Aug. 10, 2012) ("*TDS Petition*") at 2.
[14] *Id.* at pg. 3-4 and 12.
[15] *See* Petition of Cimarron Telephone Company, Cross Telephone Company, and Pottawatomie Telephone Company for Limited Waiver of 47 C.F.R. § 51.917(c), WC Docket No. 10-90 *et al.* (filed Nov. 19, 2012) ("*Oklahoma ILEC Petition*") at 9.

In conditionally granting both TDS Telecom's and the Oklahoma ILECs' petitions, the Commission found that "[a]bsent such waivers, the unique combination of Halo's alleged 'reorigination' of intrastate access traffic as CMRS-originated traffic, Halo's refusal to pay access charges for that traffic, and Halo's subsequent Bankruptcy and corporate liquidation would result in significant reductions to Petitioners' ICC recovery mechanism revenues. Further, as described below, this impact on recovery amounts would continue far into the future, such that Petitioners would suffer ongoing harm because of Halo's behavior, without some form of Commission action."[16]

The combined effects of Halo's unpaid charges and the impact of basing all future years' recovery mechanism funding on a lower amount than it should be imposes a loss on the Petitioners that is indeed real. Granting this waiver is in the public interest. The BPR is a critical element in calculating Eligible Recovery and is part of the transitional recovery mechanism established by the Commission to expressly mitigate the impact of other elements of the *USF/ICC Transformation Order* on carrier revenues and consequent investments. Granting this limited waiver would allow the modified calculation of Eligible Recovery to accurately represent the Petitioners' FY 2011 BPR. The waiver would also serve the public interest in that the Petitioners would be better able to continue to provide high quality telecommunications services to their customers consistent with the objectives of the FCC's National Broadband Plan and USF and ICC Reform while having the benefit the Commission intended from its transitional recovery mechanism.

IV. *TDS WAIVER ORDER* CONDITIONS

[16] *See TDS Waiver Order* at 4.

In granting the waiver petitions of TDS Telecom and the Oklahoma ILECs, the Commission outlined steps to ensure that providers had diligently pursued recovery of unpaid revenues from Halo by conditionally granting the requested waivers. Specifically, the Commission determined that:

> Prior to implementation of the relief granted in this Order, each petitioner must certify that: (1) it terminated all intrastate access traffic sent to it by Halo during FY 2011 that it seeks to add to its BPR calculations; (2) it billed Halo intrastate access charges for such traffic during FY 2011; (3) a court or regulatory agency of competent jurisdiction has made a finding of liability regarding the compensation for such traffic; (4) it filed a timely claim in the Halo bankruptcy case requesting compensation for such traffic; and (5) it did not include in its BPR adjustment amounts any interest, late payment fees, collection fees, or attorney fees. In addition, any BPR adjustment for a study area resulting from this Order shall not exceed the intrastate access portion of a Petitioner's bankruptcy claim for that study area.[17]

The Petitioners effectively meet each of the above conditions. The Petitioners did terminate traffic for Halo during the FY 2011 period that was identified by reports received monthly from their tandem provider, AT&T Missouri, as intrastate traffic and billed either intrastate access tariff rates, or reciprocal compensation rates established by the Missouri Commission in arbitration proceedings with other wireless carriers. As mentioned previously, the Petitioners were parties to a complaint filed against Halo for violations of the MPSC's Enhanced Record Rule. The MPSC ultimately ruled on the issues related to Halo and its activities in a separate docket initiated by Halo and found as follows:

> " . . . significant portions of the Halo traffic were landline to landline interexchange calls. . . . To the extent these landline interexchange calls originated in Missouri and terminated in Missouri, they are subject to the Missouri intrastate access tariffs and charges of the Respondents. . . . Whether wireline or wireless, and whether local exchange or interexchange, all of the traffic Halo delivered to AT&T Missouri and the RLEC Respondents is "compensable traffic" pursuant to 4 CSR 240-29.020(8) ("telecommunications traffic that is transited or terminated over the LEC-to-LEC network, for which the transiting and/or terminating carrier is entitled to financial compensation.")

[17] *Id.* At 5.

(MPSC *Report and Order,* pp. 60-61) (footnotes omitted).

Each of the Petitioners have billed Halo for the traffic it terminated to them. Based on the reports provided by the tandem provider, AT&T Missouri, and consistent with the MPSC's Enhanced Record Rules that all traffic terminated through the interconnection facilities should be intrastate traffic,[18] all traffic was billed as intrastate traffic. Because Halo stripped the calling party's telephone number from the information it sent AT&T Missouri and replaced those numbers with a uniform "Charge number" assigned to Halo's affiliate Transom, the records AT&T Missouri sent to the Petitioners contained no information from which they could determine the nature (i.e., landline or wireless) or jurisdiction of the traffic Halo was terminating to Petitioners.[19] Nevertheless, since Halo was using the intrastate "LEC to LEC" network (i.e., Feature Group C Access) to terminate its traffic, Petitioners reasonably concluded the vast majority of the traffic was intrastate. Fidelity billed Halo using intrastate access rates, since it believed that a substantial amount of this traffic was landline originated. Grand River and Lathrop billed Halo using wireless reciprocal compensation rates which were established in an earlier interconnection arbitration with other wireless carriers, since the Halo traffic was being reported as wireless traffic.[20] While Grand River's and Lathrop's billing of (lesser) reciprocal

---

[18] See 4 CSR 240-29.020(18).

[19] The MPSC found that "(f)rom approximately mid-February, 2011 until late December, 2011, Halo inserted Charge Numbers on every call it sent to AT&T Missouri. In fact, Halo admitted that it inserted a CN assigned to Transcom into the call record on every call it sent to AT&T. In every case, the CN was local (i.e., in the same MTA as the number the call was being terminated to), making the call appear to be local, and thus subject to reciprocal compensation . . . Thus, by inserting an inaccurate CN in the call record, Halo made it more difficult for AT&T Missouri and the RLEC Respondents to evaluate Halo's traffic and therefore bill the appropriate intercompany compensation for such traffic." *Halo Wireless Inc. v. Craw-Kan Telephone Cooperative, Inc. et al.*, File No. TC-2012-0331, *Report and Order,* pp. 31-32 (footnotes omitted).

[20] As the MPSC explained, "In light of the fact that a substantial portion of the traffic appeared to be interexchange wireline calls, some RLEC Respondents billed Halo based on their Commission-approved intrastate access rates. Another group of RLEC Respondents billed Halo invoices based upon their Commission-approved reciprocal compensation rates for "local" wireless traffic even though those companies did not agree that Halo's traffic was wireless." *Halo Wireless Inc. v. Craw-Kan Telephone Cooperative, Inc. et al.*, File No. TC-2012-0331, *Report and Order,* p. 29 (footnotes omitted).

compensation rates differs from the specific finding in the *TDS Waiver Order,* intrastate net reciprocal compensation revenues are part of the BPR, as well as intrastate access rates, and should be accorded the same treatment. Additionally, the Commission's USF/ICC Transformation Order contemplated recovery of revenues billed for reciprocal compensation.[21]

Each of the Petitioners are creditors in the Halo Bankruptcy proceeding. The intrastate amounts that Halo owes for FY 2011 as contained in the Petitioners' claims on file with the Bankruptcy Court is reflected below and includes intrastate switched access rates in the case of Fidelity and reciprocal compensation rates in the case of Grand River and Lathrop. Accordingly, the Petitioners urge the Commission to grant this petition and apply the precedent that was established in the *TDS Waiver Order*. The BPR adjustments outlined below do not contain any interstate switched access charges, interest, late payment fees, collection fees, or attorney fees.

V. REQUESTED RELIEF

For the reasons stated above, pursuant to § 1.3 of the Commission's rules, Petitioners hereby request that the Commission include the following amounts in their Base Period Revenue.

Petitioner	Base Period Revenue Adjustment
Fidelity Telephone Company	$123,498.72
Grand River Mutual Telephone Corporation	$ 73,525.76
Lathrop Telephone Company	$ 1,644.94

Petitioners further request that these amounts be included retroactively in the Base Period Revenue effective as of July 1, 2012. The Petitioners have shown good cause for the Commission to grant this limited waiver, and urges the Commission to expeditiously address the petition.

[21] *See USF/ICC Transformation Order* at footnote 1745, "Carriers may . . . request a waiver of our rules defining the Baseline to account for revenues billed for terminating switched access service or reciprocal compensation provided in FY2011 . . .".

Respectfully submitted,

BRYDON, SWEARENGEN & ENGLAND P.C.

By: _____

William R. England, III
Brian T. McCartney
312 East Capitol Avenue
P.O. Box 456
Jefferson City, MO 65102-0456
Phone: (573) 635-7166
Fax: (573) 634-7431
E-mail: trip@brydonlaw.com
bmccartney@brydonlaw.com

Counsel for Petitioners Fidelity Telephone Company, Grand River Mutual Telephone Corporation, and Lathrop Telephone Company

Filed January 26, 2015

Attachments:

Affidavit of Carla J. Cooper
Fidelity Telephone Company's Base Period Revenue Adjustment
Affidavit of Ken Roberts
Grand River Mutual Telephone Corporation's Base Period Revenue Adjustment and
Lathrop Telephone Company's Base Period Revenue Adjustment

AFFIDAVIT OF CARLA J. COOPER

FIDELITY TELEPHONE COMPANY

BEFORE ME, the undersigned notary, on this 19 day of January, 2015, personally appeared Carla J. Cooper, who being duly sworn on oath deposed and said:

1. My name is Carla J. Cooper and I am employed by Fidelity Telephone Company ("Company") as the Director of Regulatory Accounting. In my position with the Company, I am responsible for managing the billing and collections of intercarrier compensation to carriers originating and terminating traffic to the Company.
2. I am over 18 years of age and authorized to make the statements herein.
3. The facts stated in the foregoing Petition of Fidelity Telephone Company, Grand River Mutual Telephone Corporation and Lathrop Telephone Company for Limited Waiver of 47 C.F.R § 51.917(c), as such facts apply to the Company, are true and correct to the best of my knowledge, information and belief. In addition, the attached calculations accurately reflect the proper summarization of Halo's terminating minutes of use from the reports provided to the Company by its tandem provider, AT&T Missouri, and the proper application of intrastate access rates as reflected in the Company's claim before the Bankruptcy Court for Halo's traffic terminated by the Company between January 1, 2011 and July 31, 2011.[1]

Carla Cooper

[1] *See generally* Claims Register, *In re: Halo Wireless, Inc.*, Case No. 11-42464, Bkrtcy, E.D. Tex. (converted July 19, 2012) (including pre-petition claims and administrative expense (post-petition) claims filed by Fidelity.

STATE OF MISSOURI)
) SS
COUNTY OF Franklin)

Now on this 19 day of January, 2015, before me personally appeared Carla J. Cooper, of lawful age and being first duly sworn, to me known to be the person who executed the foregoing and acknowledged that the statements contained therein are true to her best knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year first above written.

Chantel E Leasor
Notary Public

My Commission Expires: 11-25-2018

CHANTEL E. LEASOR
Notary Public – Notary Seal
State of Missouri, Franklin County
Commission # 14631719
My Commission Expires Nov. 25, 2018

Fidelity Telephone Company's Base Period Revenue Adjustment
2011 Intrastate Terminating Access Revenue billings to Halo Wireless

Fidelity Telephone Co.

Bill Date	Period	MOU	Composite Rate	Billed
2/21/2011	Jan-11	158,213	0.097	$ 15,337.61
3/21/2011	Feb-11	328,561	0.095	$ 31,117.11
4/21/2011	Mar-11	303,409	0.095	$ 28,695.05
5/21/2011	Apr-11	328,083	0.094	$ 31,000.14
6/21/2011	May-11	183,435	0.095	$ 17,348.81
7/21/2011	Jun-11	0		$ -
8/21/2011	Jul-11	0		$ -
9/21/2011	Aug-11			
Total				$ 123,498.72

AFFIDAVIT OF KEN ROBERTS

GRAND RIVER MUTUAL TELEPHONE CORPORATION

and LATHROP TELEPHONE COMPANY

BEFORE ME, the undersigned notary, on this 5th day of January, 2015, personally appeared Ken Roberts, who being duly sworn on oath deposed and said:

1. My name is Ken Roberts and I am employed by Grand River Mutual Telephone Corporation and Lathrop Telephone Company (collectively "the Companies") as Controller. In my position with the Companies, I am responsible for managing the billing and collections of intercarrier compensation to carriers originating and terminating traffic to the Companies.
2. I am over 18 years of age and authorized to make the statements herein.
3. The facts stated in the foregoing Petition of Fidelity Telephone Company, Grand River Mutual Telephone Corporation and Lathrop Telephone Company for Limited Waiver of 47 C.F.R § 51.917(c), as such facts apply to the Companies, are true and correct to the best of my knowledge, information and belief. In addition, the attached calculations accurately reflect the proper summarization of Halo's terminating minutes of use from the reports provided to the Companies by their tandem provider, AT&T Missouri, and the proper application of net reciprocal compensation as reflected in the Company's claim before the Bankruptcy Court for Halo's traffic terminated by the Company between late 2010 and July 31, 2011.[1]

Ken Roberts

[1] *See generally* Claims Register, *In re: Halo Wireless, Inc.*, Case No. 11-42464, Bkrtcy, E.D. Tex. (converted July 19, 2012) (including pre-petition claims and administrative expense (post-petition) claims filed by Grand River and Lathrop).

STATE OF MISSOURI)
) SS
COUNTY OF Mercer)

Now on this 5th day of January, 2015, before me personally appeared Ken Roberts, of lawful age and being first duly sworn, to me known to be the person who executed the foregoing and acknowledged that the statements contained therein are true to his best knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year first above written.

Anissa Rockhold
Notary Public

My Commission Expires:
December 17, 2017

ANISSA ROCKHOLD
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for Mercer County
My Commission Expires: December 17, 2017
Commission Number 13558673

Grand River Mutual Telephone Corporation's Base Period Revenue Adjustment

	MOUs		Composite Rates		Total Local		
Month (Bill Date)	Local		Local		Revenues		
Jan-11	217,887		0.0209		$ 4,553.86		
Feb-11	356,623		0.0209		$ 7,453.46		
Mar-11	574,766		0.0209		$ 12,012.65		
Apr-11	507,783		0.0209		$ 10,612.67		
May-11	583,373		0.0209		$ 12,192.50		
Jun-11	579,247		0.0209		$ 12,106.28		
Jul-11	664,468		0.0209		$ 13,887.37		
Aug-11	33,826		0.0209		$ 706.97		
					$ 73,525.76		
		Total Eligible Recovery Amount (Local + Intrastate) = $73,525.76					

Lathrop Telephone Company's Base Period Revenue Adjustment

	MOUs		Composite Rates		Total Local
Month (Bill Date)	Local		Local		Revenues
Jan-11	18,922		0.0069		$ 130.56
Feb-11	30,641		0.0069		$ 211.42
Mar-11	43,623		0.0069		$ 301.00
Apr-11	52,038		0.0069		$ 359.06
May-11	28,827		0.0069		$ 198.91
Jun-11	26,626		0.0069		$ 183.72
Jul-11	24,395		0.0069		$ 168.33
Aug-11	11,293		0.0069		$ 77.93
Sep-11	2,031		0.0069		$ 14.01
					$ 1,644.94
	Total Eligible Recovery Amount (Local + Intrastate) = $1,644.94				