

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

In the Matter of)	
)	
Connect America 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. 07-135
)	
High-Cost Universal Service Support)	WC Docket No. 05-337
)	
Lifeline and Link-Up)	WC Docket No. 03-109
)	
Developing a Unified Intercarrier Compensation Regime)	CC Docket No. 01-92
)	
Federal-State Board on Universal Service)	CC Docket No. 96-45

REPLY COMMENTS OF HALO WIRELESS, INC.

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I. INTRODUCTION

Halo Wireless, Inc. (“Halo”) submits these reply comments to respond to certain initial comments that addressed Halo specifically. Those comments misrepresent the facts, misapply the law, mischaracterize Halo’s services, and, ultimately, reflect a refusal by the commenters to use the rights given to them by the Commission because they do not like the result. Their true disagreements and complaints reflect dissatisfaction with the current law; Halo is fully and diligently working within current law and is merely insisting that these commenting RLECs do so as well.

The RLECs unreasonably expect and demand that access-based arrangements and prices be used for traffic that is subject to § 251(b)(5). The “negotiation and arbitration procedures contained in section 252 of the Act” require RLECs (and CMRS providers, pursuant to 47 C.F.R. § 20.11) to negotiate in good faith to implement all of § 251(b) and all of § 251(c). The rules require ILECs to produce information related to the TELRIC costs associated with transport and termination. The rules require ILECs to directly interconnect, using any technically feasible method (including IP-based methods) and at a cost-based price under § 252(d). The Act and applicable rules do not allow RLECs to limit “negotiations” to only the prices that will be paid to transport and terminate indirectly-interconnected traffic, or demand “access” based “interconnection” prices for non-access traffic.

Halo is a provider of Commercial Mobile Radio Service (“CMRS”). The company holds a nationwide license (“Radio Station Authorization” or “RSA”) to provide “common carrier – interconnected” service using the 3650-3700 MHz band. The Commission created new rules for operations within the 3650-3700 MHz band in 2005.¹ The stated purpose of which was to

¹ R&O and MO&O, *In the Matter of Wireless Operations in the 3650-3700 MHz Band*; Rules for Wireless Broadband Services in the 3650-3700 MHz Band; Additional Spectrum for Unlicensed Devices Below 900 MHz

encourage the delivery of advanced communications capabilities on a flexible basis. This band was also specifically noted as suited for use with WiMAX, which is one technology used to deliver 4G wireless broadband service.² The Commission said that licensees could use the frequencies to provide any service, including telecommunications services or enhanced/information service on a non-carrier basis or as common carriers. The rules for this band appear in 47 C.F.R. Part 90, Subpart Z.

Halo's WiMAX-based CMRS service includes broadband data and Internet capabilities, but it also includes real-time, two-way switched voice service support that is interconnected with the public switched network.³ Halo therefore provides "telephone exchange service" and "exchange access" as defined in § 153 of the Act,⁴ which means that Halo is a "service provider" for purposes of numbering and can obtain "CO codes" that are assigned to customers for use in association with Halo's telecommunications service offerings. It also means that, to the extent § 252 "negotiation and arbitration procedures" are used to derive a written interconnection agreement, intraMTA traffic is squarely subject to § 251(b)(5); any "telephone toll service" traffic flowing over interconnection where Halo is not directly providing the interMTA portion is

and in the 3 GHz Band; Amendment of the Commission's Rules With Regard to the 3650-3700 MHz Government Transfer Band, ET Docket Nos. 98-237, 02-380, 04-151, WT Docket No. 05-96, FCC 05-56, 20 FCC Rcd 6502 (rel. Mar. 16, 2005) ("3650-3700 Order").

² WiMAX (Worldwide Interoperability for Microwave Access) is a "4G" transport technology. WiMAX provides wireless transport point-to-point links and can also support full mobile cellular-type access. It is based on the IEEE 802.16 standard. The 802.16 specification applies across a wide swath of the RF spectrum, and WiMAX could effectively function on any frequency below 66 GHz. There is no uniform global licensed spectrum for WiMAX, although the WiMAX Forum has published three licensed spectrum profiles: 2.3 GHz, 2.5 GHz and 3.5 GHz. Restricted use on the 3650-3700 MHz spectrum can and does use a variant of the 802.16 standard.

³ See 47 C.F.R. § 20.3 definitions of "commercial mobile radio service," "interconnected," "interconnected service" and "public switched network. The RSA expressly provides that it authorizes "common carrier – interconnected service."

⁴ See 47 U.S.C. §§ 153(16) and (47). See also First Report and Order, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, CC Docket Nos. 96-98, 95-185, ¶¶ 1013-1015, 11 FCC Rcd 15499, 15999-16002 (1996) ("*Local Competition Order*") (subsequent history omitted).

jointly provided access subject to meet point billing; and, most important, the applicable “interconnection” regime is and must be solely governed by § 251(c)(2), rather than § 251(a)(1).⁵

II. THE COMMISSION PRESCRIBED THE APPLICABLE RULES IN *T-MOBILE*; THE RLEC COMMENTORS WILL NOT USE THE PROCESS GIVEN TO THEM AND INSTEAD DEMAND USE OF ACCESS ARRANGEMENTS FOR NON-ACCESS TRAFFIC.

In 2005 the Commission gave ILECs the power to compel CMRS providers to use the “negotiation and arbitration procedures contained in section 252 of the Act.”⁶ The Commission also prohibited LECs from attempting to impose access tariffs and prices for “non-access” traffic.⁷ If an ILEC is dissatisfied with the default “bill and keep” arrangement prescribed by the new rules,⁸ all it needs to do is (1) “request interconnection” and (2) “invoke the negotiation and arbitration procedures contained in section 252 of the Act.”⁹ When a CMRS provider receives a request for interconnection that invokes § 252, the CMRS provider is required to negotiate in good faith. If negotiations are not fruitful, the ILEC can request that the CMRS provider “submit to arbitration by the state commission” and the CMRS provider must do so.¹⁰ An ILEC can even

⁵ See Memorandum Opinion and Order, *Core Communications, Inc. v. SBC Communications, Inc.*, 19 FCC Rcd 8447, ¶ 18 (2004) (“Neither the general interconnection obligation of section 251(a) nor the interconnection obligation arising under section 332 is implemented through the negotiation and arbitration scheme of section 252.”); *Qwest Corp., Notice of Apparent Liability for Forfeiture*, 19 FCC Rcd 5169, ¶ 23 (2004) (defining the term “interconnection agreement” for purposes of section 252, as limited that term to those “agreement[s] relating to the duties outlined in sections 251(b) and (c)”); see also, e.g., *Qwest Corp. v. Public Utils. Comm’n of Colo.*, 479 F.3d 1184, 1197 (10th Cir. 2007) (“[T]he interconnection agreements that result from arbitration necessarily include only the issues mandated by § 251(b) and (c).”).

⁶ See 47 C.F.R. § 20.11(e).

⁷ See Declaratory Ruling and Report and Order, *In the Matter of Developing a Unified Inter-carrier Compensation Regime, T-Mobile et al. Petition for Declaratory Ruling Regarding Incumbent LEC Wireless Termination Tariffs*, CC Docket 01-92, FCC 05-42, 20 FCC Rcd 4855 (2005) (“*T-Mobile Order*”). Part of the *T-Mobile Order* promulgated two new subsections to 47 C.F.R. § 20.11 on a going-forward basis. Subsection (d) prohibits LECs from imposing “compensation obligations for traffic not subject to access charges upon commercial mobile radio service providers pursuant to tariffs.” Subsection (e) allows ILECs to “request interconnection from a commercial mobile radio service provider and invoke the negotiation and arbitration procedures contained in section 252 of the Act.”

⁸ See *T-Mobile Order* at n. 57 (“Under the amended rules, however, in the absence of a request for an interconnection agreement, no compensation is owed for termination.”).

⁹ See 47 C.F.R. § 20.11(e).

¹⁰ *Id.*

obtain “interim” pricing pending final resolution if it is willing to implement 47 C.F.R. § 51.715.¹¹

These commenting RLECs do not like the rule and refuse to use the remedy they were provided. In particular, they still believe they are entitled to demand access rates and apply their access tariffs to CMRS traffic. They do not want to use the § 252 process – at least with regard to Halo – because use of that process would operate to require direct interconnection via IP¹² and all associated prices must be cost-based under § 252(d). They also recoil when a CMRS provider indicates a desire to fully implement *all* of § 251(b), including § 251(b)(1) resale, § 251(b)(2) number portability, § 251(b)(3) dialing parity, and § 251(b)(4) access to rights of way as part of the “negotiations.” *But see* 47 C.F.R. § 51.301(a).¹³ The RLECs also refuse or ignore when the CMRS provider seeks the network and cost information that ILECs are required to produce upon request under §§ 51.301(b)(8)(i) and (ii).

Halo has to date been contacted by over 100 ILECs that claim to be rural carriers.¹⁴ Each time Halo has responded by recognizing the ILECs’ rights under § 20.11(e). In virtually every instance, however, the ILEC did not both (1) “request interconnection” and (2) “invoke the negotiation and arbitration procedures contained in section 252.”¹⁵ Thus Halo advised them of the deficiencies in the “request” and even told them how to cure. Halo specifically indicated a

¹¹ *Id.*

¹² As noted, Halo’s network is 4G and IP-based. IP-based interconnection is technically feasible and mandated by the Act and applicable rules, particularly when the competing carrier’s network is natively IP and has no legacy circuit-switched network elements.

¹³ “An incumbent LEC shall negotiate in good faith the terms and conditions of agreements to fulfill the duties established by sections 251 (b) and (c) of the Act.”

¹⁴ Halo also routinely receives *switched access* billings by an even larger set of LECs, for traffic that even they acknowledge is intraMTA CMRS.

¹⁵ A few ILECs either initially or subsequently did do both things. As soon as this occurred, Halo so acknowledged and immediately worked with the ILEC to set the “arbitration clock” and begin the negotiation process by exchanging proposed interconnection agreement terms. In each case to date, however, the ILEC has simply refused to produce the information required by §§ 51.301(b)(8)(i) and (ii). To date, not a single ILEC has requested that Halo submit to state arbitration.

willingness and desire to discuss both process and substance at any time, so long as any such discussion was not taken as a waiver of any right to demand full compliance with applicable provisions in the Act and rules. Very few RLECs have been willing to cure. Not a single one has *ever* produced the network and cost information required by §§ 51.301(b)(8)(i) and (ii). The commenters who called out Halo by name in their initial filings were quite well-represented in the group of over 100 RLECs that initially reached out to Halo. All of them recoiled when Halo indicated its intentions to require that they – along with Halo – comply with the Act and rules. None of them have actually pursued their rights because none of them are willing to accept the obligations that accompany those rights. Instead, some of them broke off negotiations and began to block Halo traffic in retaliation for Halo’s refusal to pay access charges for non-access traffic and Halo’s insistence that if and to the extent § 252 applies, then § 252 fully applies, and not just the part the RLECs favor.¹⁶

III. MISSOURI RURAL LECS

Halo has wireless operations in the Kansas City MTA (MTA 34, which includes a part of Missouri), and the St. Louis MTA (MTA 19). At present, Halo routes calls handled by its wireless facilities in those two MTAs to AT&T Missouri for transport and termination to AT&T users or for transit to other carriers, including any RLECs within the MTA. A large percentage of this traffic is both interstate and non-access intraMTA. Since there is not a written interconnection agreement between Halo and any of the Missouri RLECs, “no compensation is owed for termination” as a result of the *T-Mobile Order*.¹⁷ The Missouri RLECs sent access bills to Halo, and Halo disputed them, citing to § 20.11(d). The RLECs then advised Halo that *Halo*

¹⁶ A few RLECs have even gone so far as to violate § 51.301(a) in advance by unilaterally declaring that they will refuse to discuss or implement any § 251 LEC duty and will insist on *only* discussing development of access-based payment terms for transport and termination of indirectly interconnected traffic.

¹⁷ T-Mobile Order at n. 57.

was required to become a requesting carrier under the Act and seek terms or adopt an agreement under § 252(i). Halo declined, but advised them of their rights to proceed under § 20.11(e). Not a single one ever both “requested interconnection and “invoked the negotiation and arbitration procedures contained in section 252 of the Act.” Instead a group of them decided to engage in improper and illegal self-help and convinced AT&T to block Halo’s originating traffic. The RLECs then joined with others and filed comments in the present proceeding that disparaged Halo’s full and complete compliance with the Act and rules (and Halo’s attempts to ensure that they comply as well) in various unfounded ways that, among other things, contain conscious and intentional falsehoods.

These Missouri RLECs have a long history of flaunting their duties under the Act, and demanding that CMRS providers subject themselves to § 251(g) access arrangements (rather than those compelled by §§ 251(b) and (c)) and the Commission’s part 51 rules. It was these very same RLECs whose blocking of CMRS traffic led to T-Mobile’s petition for declaratory ruling in CC Docket No. 01-92. Throughout that proceeding, the Missouri carriers categorically opposed the use of § 252 procedures and development of §§ 251/252-compliant terms for CMRS traffic.¹⁸ These RLECs claimed that “bill and keep is telecommunications highway robbery”¹⁹ and that “[b]y engaging in this practice, [] CMRS providers are in violation of 47 C.F.R. section 20.11(b)(2).”²⁰ The RLECs even opposed T-Mobile’s suggestion that § 20.11(e) be adopted so ILECs could directly act to compel negotiation and arbitration under § 252 with CMRS providers. They argued that the concept of ILEC-initiated interconnection negotiations “defies

¹⁸ See e.g., Reply Comments of the Missouri Small Telephone Company Group, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket No. 01-92 at p. 7 (filed Nov. 5, 2001).

¹⁹ See Reply Comments of the Missouri Independent Telephone Company Group Regarding the September 6, 2002 Petition for Declaratory Ruling filed by T-Mobile USA, Western Wireless Corporation, Nextel Communications, Inc., and Nextel Partners, Inc., *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket No. 01-92 at p. 7 (filed Nov. 1, 2002) at p. 24.

²⁰ *Id* at p. 28.

common sense” and that “[s]mall rural carriers should not be required to chase down wireless carriers across the country to receive compensation for the use of their facilities and services.”²¹

The Commission rejected the Missouri RLECs’ arguments and promulgated §§ 20.11(d) and (e), with the result that no compensation is due unless the ILEC invokes the rule.²² The Missouri RLECs then filed a petition for reconsideration of the *Order* and continued to argue to the Commission that “bill and keep is not viable for small rural rate of return ILECs.”²³ Given this history, it is unsurprising that these same RLECs are now refusing to use the very process and remedies they were given with regard to Halo by eschewing the § 20.11(e) process and returning to their illegal blocking of jurisdictionally interstate traffic.²⁴ What is somewhat surprising is the lengths they seem willing to go to twist the facts and history to justify their actions and refusals to act.

The Missouri RLECs accused Halo (without specifically naming the company) of engaging in an “access avoidance scheme” and stripping the calling party number (“CPN”) from its call signaling.²⁵ Both allegations are false.

Halo has at all times faithfully passed CPN and Charge Number. Halo’s signaling practices are fully consistent with industry standards. Further, Halo is in exact compliance with even the Commission’s *proposed* “phantom traffic” rules.²⁶ Nor is there any violation of the

²¹ See Missouri Small Telephone Company Group Written *Ex Parte*, *In the Matter of Developing a Unified Inter-carrier Compensation Regime*, CC Docket No. 01-92 at p. 13 (filed Aug. 17, 2004).

²² See *T-Mobile Order* at n. 57 (“Under the amended rules, however, in the absence of a request for an interconnection agreement, no compensation is owed for termination.”).

²³ See Reply Comments of the Missouri Independent Telephone Company Group, *In the Matter of Developing a Unified Inter-carrier Compensation Regime*, CC Docket No. 01-92 at p. 6 (filed Jul. 20, 2005). (emphasis omitted).

²⁴ See 47 C.F.R. § 63.62 (requiring advance FCC approval before any interstate carrier-carrier traffic exchange may be discontinued).

²⁵ See Missouri Small Telephone Company Group Initial Comments, *In the Matter of Connect America Fund*, WC Docket No. 10-90 at pp. 4, 8-9 (filed Apr. 1, 2011).

²⁶ NPRM and FNPRM, *Connect America Fund et al.*, WC Docket Nos. 10-90 *et al.*, FCC 11-13, _ FCC Rcd. _ (Feb. 9, 2011), 76 Fed. Reg. 11632 (March 2, 2011) (“2011 ICC NPRM”). Halo’s practices exactly match with and

“Truth in Caller ID Act” given that – once again – Halo’s practices fully meet even the Commission’s *proposed rules*.²⁷ It does appear that, in some cases, CPN is being changed somewhere *between* Halo and the RLECs, however. Recent signaling traces conducted by Halo indicate that AT&T, following common transiting practice, is altering the signaling content populated by Halo.

This is apparently already known within the industry – including the Missouri RLECs. Another group of RLECs’ comments in this proceeding explained that it is common for transiting LECs to repopulate the CPN field with the charge number when routing CMRS traffic. Those RLECs explained that “AT&T sends transiting call records as a tandem provider for [CLEC] and CMRS traffic to the [RLECs] with a Charge Number (“CN”) in the CPN signaling field such that jurisdictionalizing the call based on CPN is impossible[.]”²⁸

The Missouri RLECs know full well that AT&T is the one changing signaling content and their assertion that this was done by Halo is a deliberate attempt to smear Halo. In 2006, these same RLECs and their same counsel explained this very situation to the Commission, stating that “[t]he only billing records where CPN is currently not included is in the records for wireless traffic placed on the FGC LEC-to-LEC network.”²⁹ The RLECs’ false ignorance of AT&T’s signaling practices and their accusation that Halo is not honoring the signaling rules is a

conform to the requirements in proposed 47 C.F.R. §§ 64.1601(a)(1) and (2) as they appear at 41 Fed. Reg. 11662-11663 (2011).

²⁷ See Notice of Proposed Rulemaking, *In the Matter of Rules and Regulations Implementing the Truth in Caller ID Act of 2009*, WC Docket No. 11-39, FCC 11-41, __ FCC Rcd __ (2011), not yet published in Federal Register; available at http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-11-41A1.pdf. The proposed rules insert new definitions in 47 C.F.R. § 64.1600 for “Caller Identification Information,” “Caller Identification Service,” “Information Regarding the Origination,” and then adds a new 47 C.F.R. § 64.1604 that essentially restates the requirements of the legislation. Halo is complying with all industry conventions for both legacy and IP-based networks regarding the information it populates in all relevant ISUP IAM parameters (including CPN and Charge Number).

²⁸ See Comments of Rural LEC Section XV Group, *In the Matter of Connect America Fund*, WC Docket No. 10-90 at p. 11 (filed Apr. 1, 2011).

²⁹ See Comments of the Missouri Small Telephone Companies, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket No. 01-92 at p. 11 (filed Oct. 25, 2006).

blatant attempt to shift attention from their illegal blocking and their refusal to use the process the Commission gave them in the *T-Mobile Order*.

The Missouri RLECs' other accusation that Halo engaged in an "access avoidance scheme" is similarly without merit.³⁰ They claim to have verified that some of Halo's traffic is "traditional interexchange traffic" by tracing a call from Jefferson City to Higginsville, Missouri.³¹ According to the RLECs, their attorney's own interexchange carrier ("IXC") routed the call to an enhanced service provider ("ESP") that then delivered the call to Halo via Halo's CMRS service. Even if this is so, the RLECs are at best taking exception to the actions of their IXC, not Halo. If access charges are due, Halo is not the relevant "IXC" from whom the RLECs' inflated and subsidy-laden access charges should be recovered, since Halo is not providing interMTA service of any kind over its network. To the extent any traffic is not subject to § 251(b)(5) (which Halo denies) and instead the traffic is subject to § 251(g), then Halo, AT&T and the RLECs are all engaged in jointly provided exchange access service. In that instance, the MECAB guidelines apply and each carrier is supposed to send meet-point based billings to the third party access customer. Had the Missouri RLECs merely pursued the § 252 process, one of the topics would have been terms covering jointly-provided exchange access using MECAB, just like § 251(c)(2) and the Commission's rules require.

IV. RURAL LEC SECTION XV GROUP

Another group of RLECs, the Rural LEC Section XV Group, also addressed Halo specifically and accused the company of engaging in "self-help."³² Although it is unclear exactly what misdeeds these RLECs are accusing Halo of perpetrating, their real complaints are

³⁰ See Missouri Small Telephone Company Group Initial Comments, *In the Matter of Connect America Fund*, WC Docket No. 10-90 at p. 11 (filed Apr. 1, 2011).

³¹ *Id* at p. 8.

³² See Comments of Rural LEC Section XV Group, *In the Matter of Connect America Fund*, WC Docket No. 10-90 at pp. 17-19 (filed Apr. 1, 2011).

necessarily directed at the *T-Mobile Order* and associated rules. As before, what they are really upset about is that, under the rules, there is no compensation³³ for non-access CMRS traffic unless and until they use their § 20.11(e) remedy by requesting interconnection and invoking the negotiation and arbitration procedures contained in § 252 of the Act.³⁴ Halo's decision to rest on its rights under the law is not "self-help."

Again, the RLECs have a remedy that allows them to move from the current bill and keep arrangement. They allege that "[w]hen a rural ILEC tries to invoke its right to request interconnection under 47 C.F.R. § 20.11(e) and to bill Halo at the FCC-authorized interim reciprocal compensation rate for CMRS providers, Halo refuses to pay the charges."³⁵ They then complain that they may in fact have to use "the negotiation and arbitration procedures contained in section 252 of the act." The group never discusses a specific request by any of the individual RLECs. Most of them have not in fact communicated anything other than an access bill to Halo. A few sent letters to Halo that did not either "request interconnection" or "invoke the negotiation and arbitration procedures contained in section 252."³⁶ Halo advised them of the deficiency, but they refused to cure. Halo expressed a willingness to discuss any and all issues with them (and did in fact have substantive talks, including a red-line of a template agreement from one of the RLECs), but also noted that if and when the parties did ever enter the § 252 process, Halo would seek direct IP-based interconnection. Halo also requested the cost and network information that ILECs must provide under §§ 51.301(b)(8)(i) and (ii).

³³ See *T-Mobile Order* at n. 57.

³⁴ See Comments of Rural LEC Section XV Group, *In the Matter of Connect America Fund*, WC Docket No. 10-90 at pp. 17-19 (filed Apr. 1, 2011).

³⁵ *Id* at 17.

³⁶ See 47 C.F.R. § 20.11(e).

The response (through an RLEC consultant) was a defamatory publication to the entire RLEC community mentioning Halo by name³⁷ and a separate email to Halo asserting that TELRIC principles do not apply and thus no cost studies would be produced.³⁸ The “interim” prices these RLECs expect to receive for intraMTA traffic coincidentally equals their switched access prices, and they will not explain or justify the shared transmission (tandem transport) calculation or demonstrate that the mileage they attempt to bill is for only transmission facilities they actually own and provide. If Mid-Plains Rural Cooperative so firmly believed that it had properly invoked § 20.11(e), that Halo had somehow transgressed and was so confident in its substantive position, then Mid-Plains Rural Cooperative should have filed a state-level petition for arbitration on or before April 4, 2011 which was the 160th day after it sent its defective letter. They instead chose to file comments with the Commission that ultimately take issue with the existing rules because Halo is merely requiring that the rules be followed, much to the RLECs’ chagrin.

V. CONCLUSION

These commenting RLECs have the means to compel negotiations and, if necessary, state-level arbitration if they are dissatisfied with the *status quo*. They only need to follow the § 20.11(e) process established in *T-Mobile Order* by sending a “request for interconnection” to Halo and invoking “the negotiation and arbitration procedures contained in section 252.”³⁹ If and when an RLEC properly invokes § 20.11(e), Halo will readily negotiate in good faith and follow the dictates in that rule, as it has already done with several other RLECs. Most RLECs, however,

³⁷ “JSI e-Lert: New Wireless Carrier Terminating Significant Traffic to RLECs” February 23, 2011.

³⁸ Consultant Wes Robinson (John Staraulakis, Inc.) email to Halo dated March 10, 2011 refusing to provide any cost studies and asserting that “rural telephone companies like Mid-Plains are exempt from TELRIC pricing standards.”

³⁹ See *T-Mobile Order* at n.57.

refuse to accept the obligations that accompany the remedy because they still incorrectly expect that they can successfully subject non-access traffic to access rates.

When an RLEC follows the rules, Halo will as well. Halo will also follow the Act and fully implement §§ 251 and 252(d), and will require that part 51 be applied and honored as well. Halo will seek direct interconnection via IP and at TELRIC, and Halo will require that access terms and pricing not be applied to non-access traffic. If the RLECs do not like this outcome, they should direct their dissatisfaction to Congress, for the current rules merely implement what the Act requires and the Commission can do nothing more for them.

Respectfully submitted,

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