

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

IN RE: :
COMPLAINT OF :
CONCORD TELEPHONE EXCHANGE, INC., :
HUMPHREYS COUNTY TELEPHONE, :
COMPANY, TELlico TELEPHONE : DOCKET NO. 11-00108
COMPANY, TENNESSEE TELEPHONE :
COMPANY, CROCKETT TELEPHONE :
COMPANY, INC., PEOPLES TELEPHONE :
COMPANY, WEST TENNESSEE :
TELEPHONE COMPANY, INC., NORTH :
CENTRAL TELEPHONE COOP., INC. AND :
HIGHLAND TELEPHONE COOPERATIVE, :
INC. AGAINST HALO WIRELESS, :
LLC, TRANSCOM ENHANCED SERVICES, :
INC AND OTHER AFFILIATES FOR :
FAILURE TO PAY TERMINATING :
INTRASTATE ACCESS CHARGES FOR :
TRAFFIC AND OTHER RELIEF AND :
AUTHORITY TO CEASE TERMINATION :
OF TRAFFIC :

COMPLAINT

Complainants, Concord Telephone Exchange, Inc., Humphreys County Telephone Company, Tellico Telephone Company and Tennessee Telephone Company (collectively “TDS Telecom” or “TDS Companies”); Crockett Telephone Company, Inc., Peoples Telephone Company, and West Tennessee Telephone Company, Inc. (collectively “TEC Companies”); Highland Telephone Cooperative, Inc. (“HTC”); and North Central Telephone Coop., Inc. (“NCTC”) (all collectively referred to as the “Rural Telephone Companies” or the “RLECs”) and, pursuant to T.C.A. §§ 65-4-101, 65-4-117(1) and 65-5-110(a) and regulations of the Tennessee Regulatory Authority (“Authority” or “TRA”), file this Complaint against Halo Wireless, LLC (“Halo Wireless”), Transcom Enhanced Services, Inc. (“Transcom”), and such other affiliated companies as are involved in the delivery of traffic to the Rural Telephone

Companies for termination that have failed and refused to pay the applicable intrastate access charges, and, in support thereof, state as follows:

The Parties

The TDS Companies

1. The TDS Telecom companies are incumbent local exchange carriers (“ILECs”) operating in the State of Tennessee pursuant to the authority granted to them by the Tennessee Regulatory Authority (“TRA” or “Authority”).

a) Concord Telephone Exchange, Inc. (“Concord”) is a corporation organized and existing under the laws of Tennessee, maintaining its principal place of business at 10025 Investment Drive, Knoxville, Tennessee 37932.

b) Humphreys County Telephone Company (“Humphreys County”) is a corporation organized and existing under the laws of Tennessee, maintaining its principal place of business at 10025 Investment Drive, Knoxville, Tennessee 37932.

c) Tellico Telephone Company (“Tellico”) is a corporation organized and existing under the laws of Tennessee, maintaining its principal place of business at 10025 Investment Drive, Knoxville, Tennessee 37932.

d) Tennessee Telephone Company (“Tennessee Telephone”) is a corporation organized and existing under the laws of Tennessee, maintaining its principal place of business at 10025 Investment Drive, Knoxville, Tennessee 37932.

2. TDS Telecom provides local exchange service within specifically defined areas and expanded local calling within areas established by the TRA.

3. TDS Telecom is not an intrastate toll provider, and the TDS Companies are not authorized to carry end user traffic beyond their TRA-defined certificated service area boundaries.

4. TDS Telecom provides both local exchange services and intrastate exchange access service pursuant to the TRA's existing policies, rules and regulations. TDS Telecom tariffs identify the rates, terms and conditions applicable to its local exchange services and switched access services. These tariffs are on file with the TRA.

The TEC Companies

5. The TEC companies are ILECs operating in the State of Tennessee pursuant to the authority granted to them by the Authority.

a) Crockett Telephone Company, Inc. ("TEC – Friendship") is a corporation organized and existing under the laws of Tennessee, maintaining its principal place of business at 563 Main Street, Friendship, Tennessee 38034.

b) Peoples Telephone Company ("TEC – Erin") is a corporation organized and existing under the laws of Tennessee, maintaining its principal place of business at 4587 West Main Street, Erin, Tennessee 37061.

c) West Tennessee Telephone Company, Inc. ("TEC – Bradford") is a corporation organized and existing under the laws of Tennessee, maintaining its principal place of business at 224 East Main Street, Bradford, Tennessee 38316.

6. The TEC Companies provide local exchange service within specifically defined areas and expanded local calling within areas established by the TRA.

7. The TEC Companies provide both local exchange services and intrastate exchange access service pursuant to the TRA's existing policies, rules and regulations. The TEC Companies' tariffs identify the rates, terms and conditions applicable to its local exchange services and switched access services. These tariffs are on file with the TRA.

North Central Telephone Coop., Inc.

8. NCTC is also an ILEC operating in the State of Tennessee as a cooperative, incorporated under the laws of Tennessee, maintaining its principle place of business at 872 Highway 52 E. Bypass, PO Box 70, Lafayette, Tennessee 37083.

9. NCTC is not an intrastate toll provider, and NCTC is not authorized to carry end user traffic beyond its exchanges.

10. NCTC provides local exchange service within a specifically defined and expanded local calling areas established by the TRA.

11. NCTC provides both local exchange services and intrastate exchange access service pursuant to tariffs that identify the rates, terms and conditions applicable to its local exchange services and switched access services.

Highland Telephone Cooperative, Inc.

12. Highland Telephone Cooperative, Inc. ("HTC") is an ILEC operating in the State of Tennessee as a cooperative, incorporated under the laws of Tennessee, maintaining its principle place of business at 7840 Morgan County Highway, Sunbright, Tennessee 37872

13. HTC is not an intrastate toll provider, and NCTC is not authorized to carry end user traffic beyond our exchanges.

14. HTC provides local exchange service within a specifically defined and expanded local calling areas established by the TRA.

15. HTC provides intrastate exchange access service pursuant to tariffs that identify the rates, terms and conditions applicable to its local exchange services and switched access services.

Halo Wireless

16. Halo Wireless, Inc. ("Halo Wireless") is a foreign corporation organized and existing under the laws of the State of Texas and is not authorized to do business in State of Tennessee.

17. Halo Wireless delivers third party originated toll traffic to AT&T for further routing onto the rural telephone companies for termination on the RLEC's networks.

18. On information and belief, the officers of Halo Wireless include:

Robert S. Birdwell, CEO and President
Jeff Miller, CFO
Carolyn J. Malone, Secretary and Treasurer

The Halo Wireless company address is:

307 West 7th Street, Suite 1600
Fort Worth, Texas, 76102

19. On information and belief, Halo Wireless operates telephone plant and equipment in the State of Tennessee.

20. On information and belief, Halo Wireless has established physical points of interconnection with AT&T at various rate centers located in the State of Tennessee.¹

21. Halo Wireless is not certificated by the TRA to construct or operate telephone lines, plant or system within Tennessee.

22. Halo Wireless is not certificated by the TRA to provide telecommunications services in Tennessee.

Transcom

23. Transcom Enhanced Services, Inc. ("Transcom") is a foreign corporation organized and existing under the laws of the State of Texas. Transcom is not authorized to do

¹ Including at Chattanooga, Knoxville, Memphis and Nashville.
http://www.localcallingguide.com/lca_listexch.php?ocn=429F.

business in State of Tennessee.

24. On information and belief, the officers of Transcom include:

Scott Birdwell, CEO and Chairman
W. Britt Birdwell, COO and President
Jeff Miller, Senior Vice President Strategy and Business
Development
Carolyn J. Malone, Secretary and Treasurer

Transcom's company address is:

307 West 7th Street, Suite 1600
Fort Worth, Texas, 76102

25. On information and belief, Transcom and Halo are "affiliates" as that term has been defined by Tennessee law² and the Federal Communication Commission ("FCC").³

26. Transcom's "core service offering" is "voice termination services."⁴ Voice termination service is the intermediate routing of telephone calls between carriers for termination to the carrier serving the called party. On its website, Transcom "boasts a current run rate of over six billion minutes per year, making Transcom one of the largest terminators of voice traffic in the world."⁵

27. Transcom accepts traditional "circuit switched" protocols such as Time Division Multiplexing ("TDM") traffic switch: "Customers looking for a TDM interconnect can connect to Transcom's Veraz based network at the following switch locations: Atlanta, Dallas, Los Angeles [and] New York[.]"⁶

28. On information and belief, Transcom accepts and re-delivers intrastate Tennessee telecommunications traffic to Halo Wireless for ultimate delivery to the Rural Telephone Companies.

² T.C.A. § 48-11-201(1).

³ 47 C.F.R. § 63.09.

⁴ <http://www.transcomus.com/product.html>. See RLEC Exh. "A" attached.

⁵ <http://www.transcomus.com/background.html>. See RLEC Exh. "A" attached.

⁶ <http://www.transcomus.com/product.html>. See RLEC Exh. "A" attached.

Legal Standards

29. The TDS Companies and TEC Companies are “public utilities” under Tennessee law, as well as “telecommunications service providers.”⁷

30. Tariffs as enacted and approved by the TRA are required under Tennessee law.⁸

31. Tariffs must be adhered to by public utilities⁹ and failure to do so is unreasonable discrimination.¹⁰

32. No utility may maintain charges that are unjust, unreasonable, unduly preferential or discriminatory.¹¹

33. No person may avoid the payment of lawful charges for telephone service by fraud.¹²

34. No person may assist another in concealing the place of origination of any telecommunication or for any person to assist another in avoiding payment for such service.¹³

35. Tariffs filed by TDS Telecom and the TEC Companies implement these statutes establishing rates, terms and conditions regarding the use of its network terminating to provide intrastate exchange access service.

36. Halo Wireless employs the tariffed intrastate exchange access services of the Rural Telephone Companies.

37. Halo Wireless has failed and refused to pay the Rural Telephone Companies for terminating Halo Wireless’ traffic to their end user customers, according to the rates, terms and conditions set forth in the RLEC’s applicable tariffs.

⁷ 65-4-101 (6) and (8).

⁸ 65-5-102.

⁹ 65-5-101(a).

¹⁰ 65-4-122.

¹¹ 65-4-115.

¹² 65-35-102 (2).

¹³ *Id.*

38. Halo Wireless has failed to obtain a Certificate of Convenience and Necessity as required by T.C.A. § 65-4-201(b) to transport and deliver wire line traffic to local exchange companies for termination as described in this complaint.

Dispute Background

39. TDS Telecom receives toll traffic from the AT&T tandems in Knoxville, Nashville and Memphis over common trunk groups.

40. The TEC Companies receive toll traffic from the AT&T tandems in Nashville and Memphis over common trunk groups.

41. NCTC receives toll traffic from the AT&T tandem in Nashville over common trunk groups.

42. HTC receives toll traffic from the AT&T tandem in Knoxville over common trunk groups.

43. Halo Wireless obtained access and connectivity to AT&T and, hence, indirectly to the Rural Telephone Companies, by adoption of an interconnection agreement previously approved between BellSouth and T-Mobile, which adoption was approved by the TRA in Docket No. 10-00063 by Order dated June 21, 2010.

44. Beginning on or about December 2010, the RLECs began receiving voice traffic from Halo Wireless for termination to the RLECs' end user customers. The Rural Telephone Companies receive this traffic for termination over common trunk groups each maintains with the AT&T tandems.

45. The Halo Wireless traffic delivered to the Rural Telephone Companies is predominantly toll traffic to which access charges apply, including both wireline long distance and wireless interMTA traffic.

46. On April 25, 2011 and May 16, 2011, TDS Telecom issued invoices to Halo Wireless for the intrastate switched access services provided to Halo Wireless for which payment was due within thirty (30) days.

47. On May 10, 2011 and June 10, 2011, the TEC Companies issued invoices to Halo Wireless for the intrastate switched access services provided to Halo Wireless for which payment was due within thirty (30) days.

48. NCTC began billing Halo Wireless on March 1, 2011 and April 1, 2011 for reciprocal compensation. Upon discovering the calls were not CMRS intraMTA, NCTC began billing for intrastate terminating traffic, effective with an April 20, 2011 CABS invoice. An additional invoice was issued on June 1, 2011 for access services.

49. HTC first sent an invoice to Halo Wireless on May 1, which was due and payable by June 1, 2011.

50. On June 15, 2011, Halo Wireless sent a dispute letter to Concord stating: "Please be advised that Halo Wireless, Inc. is a Commercial Mobile Radio Service (CMRS) provider. The charges reflected in your statement appear to relate to transport and termination of intraMTA traffic. Such charges may not be assessed against CMRS carriers absent a contract, and Halo is under no obligation to pay them. We further observe that Halo has not ordered or received any interstate or intrastate access services from your company that could possibly be chargeable to Halo, so we have no obligation to pay them either.." ¹⁴ On June 17, 2011, Halo Wireless sent an identical letter to Tellico. ¹⁵ Halo Wireless also disputed the invoices from Tennessee by letter dated June 23, 2011. ¹⁶

¹⁴ See RLEC Exh. "B" attached.

¹⁵ See RLEC Exh. "B" attached.

¹⁶ See RLEC Exh. "B" attached.

51. On June 23, 2011, Halo Wireless also sent dispute letters to TEC – Friendship and TEC - Bradford stating: “Please be advised that Halo Wireless, Inc. is a Commercial Mobile Radio Service (CMRS) provider. The charges reflected in your statement appear to relate to transport and termination of intraMTA traffic. Such charges may not be assessed against CMRS carriers absent a contract, and Halo is under no obligation to pay them. We further observe that Halo has not ordered or received any interstate or intrastate access services from your company that could possibly be chargeable to Halo, so we have no obligation to pay them either.”¹⁷ Halo Wireless has neither paid nor disputed the invoices from TEC - Erin.

52. On April 14, 2011, NCTC received the same form dispute letter from Halo Wireless.¹⁸

53. HTC received the same form letter dated May 24, 2011 from Halo Wireless.¹⁹

54. On June 22, 2011, Concord, Tellico and Tennessee Telephone issued a letter denying Halo Wireless’ billing dispute and demanding payment in full.²⁰

55. On June 28, 2011, TEC – Friendship and TEC - Bradford issued letters denying Halo Wireless’ billing disputes and demanding payment in full as well as a general collection of past due accounts for TEC - Peoples.²¹

56. On June 28, 2011, NCTC issued a letter denying Halo Wireless’ billing dispute and demanding payment in full.²²

57. On June 24, 2011, HTC issued a demand letter also denying Halo Wireless’ billing dispute and demanding payment in full.²³

¹⁷ See RLEC Exh. “C” attached.

¹⁸ See RLEC Exh. “D” attached.

¹⁹ See RLEC Exh. “E” attached.

²⁰ See RLEC Exh. “B” attached.

²¹ See RLEC Exh. “C” attached.

²² See RLEC Exh. “D” attached.

²³ See RLEC Exh. “E” attached.

58. On information and belief, Halo Wireless has misrepresented the nature of its traffic by claiming it consists entirely of its own intraMTA wireless originating calls in an effort to avoid liability for the payment of access charges to the Rural Telephone Companies.

59. On information and belief, based upon the Rural Telephone Companies' review of pertinent call data, *none* of the traffic delivered by Halo Wireless is originated by Halo Wireless.

60. On information and belief, the traffic originated by Halo Wireless is predominantly originated by unaffiliated, third party wireline carriers, including incumbent and competitive carriers, as well as cable companies. The remaining portion of the traffic billed consists of (non-Halo) wireless calls originating outside the local MTA.

61. On information and belief, the RLECs believe that Halo Wireless and Transcom are operating, in concert, as interexchange carriers that terminate traffic to local exchange carriers, such as TDS Telecom on behalf of other carriers.

62. On information and belief, the RLECs believe that Halo Wireless is misrepresenting the traffic it delivers and its actions involved in such delivery.

63. On information and belief, the RLECs believe that Transcom is delivering intrastate telecommunications toll traffic to Halo Wireless for termination to the RLECs.

64. On information and belief, the RLECs believe that Halo Wireless, under the arrangement described in this complaint, is not acting as a "CMRS provider," as its dispute letters claim.

65. On information and belief, the RLECs believe that Halo Wireless is also delivering intrastate telecommunications toll traffic to the RLECs for termination.

66. Based on information and belief, Halo Wireless and Transcom are engaged in a highly questionable scheme to avoid the lawful payment of intrastate access charges.

67. Halo Wireless continues to deliver intrastate toll traffic for termination to the Rural Telephone Companies' end user customers to which intrastate access charges apply.

68. Halo Wireless continues to refuse to pay lawful compensation to the Rural Telephone Companies for the intrastate toll traffic it delivers to them.

COUNT I

DECLARATORY RULING THAT ACCESS CHARGES APPLY TO THE TRAFFIC SENT TO TDS TELECOM BY HALO WIRELESS FOR TERMINATION

69. The Rural Telephone Companies incorporates by reference the allegations of paragraphs 1 through 68, as if fully set forth herein.

70. Halo Wireless has acknowledged in FCC filings that its services enable:

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. Halo therefore provides "telephone exchange service" and "exchange access" as defined in § 153 of the Act, 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.²⁴

71. The RLECs tariffs identify the rates, terms and conditions applicable to its local exchange services and switched access services.

72. By demanding and using the Rural Telephone Companies' intrastate access services, Halo Wireless has constructively ordered such access services from the RLECs, the terms and conditions of which are set forth in its intrastate access tariffs.

73. The Rural Telephone Companies are entitled to a declaratory ruling from the Authority that intrastate wireline toll traffic and wireless interMTA traffic sent to them by Halo Wireless for termination to the RLECs' end users is subject to intrastate access charges.

COUNT II

REQUEST A CEASE AND DESIST ORDER BASED ON HALO WIRELESS'S PROVISION OF A TELECOMMUNICATIONS SERVICE WITHOUT A CERTIFICATE OF AUTHORITY

74. The Rural Telephone Companies incorporates by reference the allegations of paragraphs 1 through 73, as if fully set forth herein.

75. T.C.A. § 65-4-201(b) provides that “no individual or entity shall offer or provide...telecommunications services without first obtaining from the Tennessee Regulatory Authority a Certificate of Convenience and Necessity... .”

76. The Tennessee Telecommunications Act of 1995, Public Acts 1995, Chapter 408, as codified in T.C.A. § 65-4-201(b) and elsewhere, requires that providers of telecommunications services, which includes the transport and delivery of wire line traffic to local exchange company for termination, obtain a Certificate of Convenience and Necessity from the Tennessee Regulatory Authority.

77. As of the date of this pleading, Halo Wireless has not been granted either a certificate of authority or a certificate of public convenience and necessity to provide telecommunications services by the TRA.

78. Pursuant to T.C.A. § 65-5-110(a), “the Authority shall have the original jurisdiction to investigate, hear and enter appropriate Orders to resolve all contested issues of fact or law arising as a result of the application of Acts 1995, Ch. 408.”

79. The Rural Telephone Companies requests that the TRA issue a Cease and Desist Order to prohibit Halo Wireless from providing telecommunications services in the State of Tennessee until such time as the TRA may hold a hearing on this matter.

COUNT III

REQUEST FOR AN ORDER DIRECTING HALO WIRELESS TO PAY ALL OUTSTANDING INTRASTATE ACCESS CHARGES INCLUDING APPLICABLE INTEREST

80. The Rural Telephone Companies incorporate by reference the allegations of paragraphs 1 through 79, as if fully set forth herein.

81. Intrastate toll traffic delivered to the RLECs from Halo Wireless for termination to a RLECs end user customer is subject to the switched access charges set forth in the Rural Telephone Companies' Tennessee access services tariffs.

82. Despite its refusal to pay the Rural Telephone Companies' properly billed access charges, Halo Wireless continues to deliver traffic to them for termination to their end user customers.

83. Through May 31, 2011, the total amount owed to TDS Telecom by Halo Wireless was \$81,376.41, which sum increases at a rate of approximately \$24,700 per month. Of the \$81,376 total, \$68,806 thereof is for intrastate traffic termination services, which sum increases at a rate of approximately \$21,000 per month.

84. Through May 31, 2011, the total amount owed to TEC by Halo Wireless was \$34,784, which sum increases at a rate of approximately \$9,900 per month. Of the \$34,784 total, all 856,803 minutes of use thereof are billed as intrastate traffic termination services.

85. As of June 28, 2011, the Halo Wireless balance owed and outstanding to NTC is \$60,757.42, which sum increases at a rate of approximately \$30,000 per month.

86. As of June 28, 2011, the Halo Wireless balance owed and outstanding to HTC is \$156,130.91.

COUNT IV

REQUEST FOR AN ORDER FINDING THAT HALO WIRELESS HAS VIOLATED T.C.A. § 65-35-102 (2)

87. The Rural Telephone Companies incorporate by reference the allegations of paragraphs 1 through 86, as if fully set forth herein.

88. On information and belief, the Rural Telephone Companies believe that Halo Wireless has misrepresented the traffic delivered to them for the purpose and effect of engaging in tariff arbitrage and the avoidance of lawful and effective tariff rates contained in the RLECs' intrastate access tariffs.

89. Halo Wireless is in violation of T.C.A. § 65-35-102 (2) by obtaining or attempting '...to obtain, by the use of any fraudulent scheme, device, means or method, telephone or telegraph service or the transmission of a message, signal or other communication by telephone or telegraph, or over telephone or telegraph facilities with intent to avoid payment of the lawful price, charge or toll therefore....'."

COUNT V

REQUEST FOR AN ORDER FINDING THAT TRANSCOM HAS VIOLATED T.C.A. § 65-35-102 (2)

90. The Rural Telephone Companies incorporate by reference the allegations of paragraphs 1 through 89, as if fully set forth herein.

91. On information and belief, the Rural Telephone Companies believe that Transcom has caused or assisted Halo Wireless in misrepresenting the traffic delivered to them for the purpose and effect of engaging in tariff arbitrage and the avoidance of lawful and effective tariffed rates contained in the Rural Telephone Companies' intrastate access tariffs.

92. Transcom is in violation of T.C.A. § 65-35-102(2) by causing another to avoid lawful payment for service and/or concealing or assisting another to conceal from any supplier

of telecommunication service or from any lawful authority the existence or place of origin or of destination of any telecommunication for the purpose of avoiding payment.

Request for Relief

Based upon these allegations, the Rural Telephone Companies request the TRA:

1. Open an investigation concerning the actions cited in the Complaint;
2. Commence a contested case concerning these actions;
3. Issue a Cease and Desist Order prohibiting Halo Wireless from providing telecommunications services in the State of Tennessee until such time as the TRA may hold a hearing on this matter;
4. Declare that the toll traffic sent to the RLECs by Halo Wireless that originates and terminates in the State of Tennessee is subject to intrastate access charges;
5. Order Halo Wireless and/or Transcom to pay all outstanding intrastate access charges including applicable interest and late payment charges within thirty (30) days of the entry of the TRA's Order;
6. That, if Halo Wireless and/or Transcom fails to make payment in full in accordance with the TRA's Order, the TRA authorize the RLECs to cease termination of traffic from Halo Wireless and Transcom to end user customers of the RLECs and further order, direct and require AT&T to block all traffic from Halo Wireless and/or Transcom for termination to the RLECs' end user customers as a result of Halo Wireless/Transcom's failure to pay all outstanding intrastate access charges due and payable. Any costs incurred by AT&T to block this traffic shall be borne by Halo Wireless and/or Transcom; and

7. The TRA immediately issue an order requiring Halo Wireless and Transcom to issue a security bond in the amount of \$1,000,000 pending the outcome of the TRA decision in this proceeding.

This 7th day of July, 2011.

Respectfully submitted,


H. LaDon Baltimore, BPR #003836

FARRAR & BATES
211 7TH Ave., N. Ste 500
Nashville, TN 37219
(615) 254-3060
Fax: (615) 254-9835
Don.baltimore@farrar-bates.com

Norman J. Kennard
Pennsylvania I.D. No. 29921
212 Locust Street, Suite 500
Harrisburg, PA 17101
(717) 255-7627 telephone
(717) 236-8278 facsimile
nkennard@thomaslonglaw.com

Attorneys for Concord Telephone Exchange, Inc., Humphreys County Telephone Company, Tellico Telephone Company, Tennessee Telephone Company, Crockett Telephone Company, Inc., Peoples Telephone Company, West Tennessee Telephone Company, Inc., North Central Telephone Coop., Inc. and Highland Telephone Cooperative, Inc.

CERTIFICATE OF SERVICE

I certify that I have this day served a copy of the within and foregoing COMPLAINT upon the following persons via first class U.S. Mail:

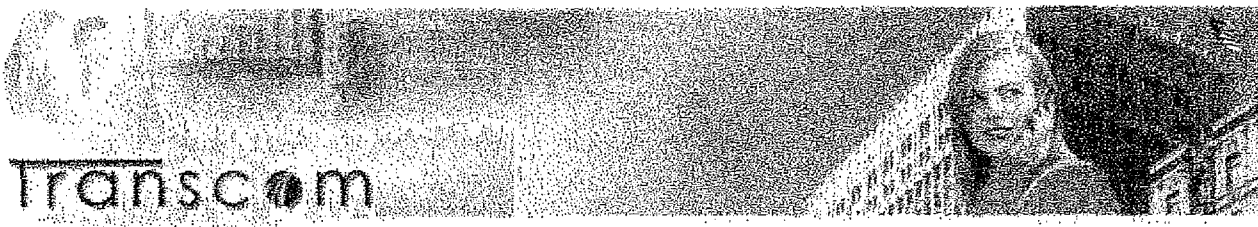
Transcom Enhanced Services, Inc.
C/o Mr. Scott Birdwell
Chairman and CEO
307 West 7th Street, Suite 1600
Forth Worth, Texas 76102

John Marks, Esq., General Counsel
Halo Wireless, Inc.
2351 W. Northwest Hwy, Suite 1204
Dallas, Texas 75220

This 7th day of July, 2011.


H. LaDon Baltimore

EXHIBIT A

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Products & Services



Transcom's end-to-end global connectivity and comprehensive services do more than meet your communications needs—they give you a competitive advantage in the marketplace.

Our worldwide network, state-of-the-art technology and unmatched reliability enable us to bring you the highest quality services at competitive prices. With Transcom, it's never "one size fits all." We work closely with you to understand your needs and create customized solutions that keep your costs low without sacrificing quality or efficiency.

Unlike many of our competitors, we're easy to talk to. As a Transcom customer, you'll always have direct access to our executive and customer service teams. That means that when a question comes up, you don't have to work hard to get an answer. As we see it, easy access and personalized service build closer, more profitable relationships.

Transcom is a new kind of communications company. We understand your business. We have the energy and know-how to support your success. And we make it all easy for you.

Voice Termination Service

This is our core service offering. Transcom provides termination services throughout the world with a focus on North America. Transcom has an onnet footprint that covers about 70% of the US Population. Customers looking for a TDM interconnect can connect to Transcom's Veraz based network at the following switch locations:

Atlanta

Dallas

Los Angeles

New York

Customers who do not have facilities at these locations or prefer to connect via an IP connection can connect to us via our Nextone SBC (Session Border Controller). We support most protocols with H.323 and SIP being the most common.

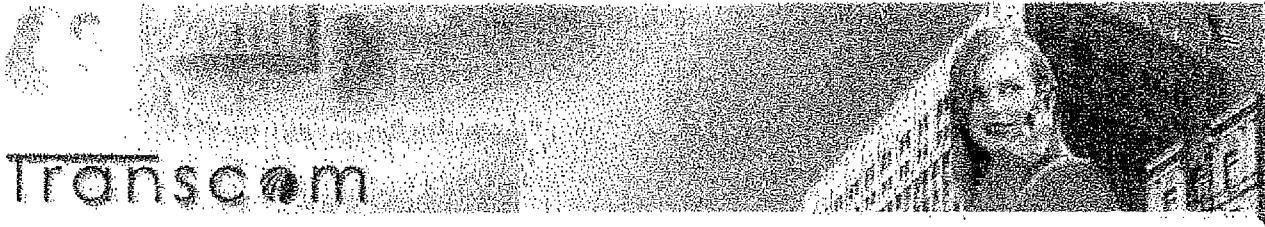
Voice Origination Services

Transcom provides origination services using Toll Free numbers and local DIDs. Transcom will pass the originated call to the Customer using dedicated facilities or via an IP handoff. Customer can connect to the above switch locations for this product also.

Toll Free Termination Services

Transcom noticed that many of their customers were having a problem terminating toll free numbers that end-users were calling. This was especially true for many emerging broadband IP Telephony providers. Customers can direct their outbound toll free calling for Transcom to terminate.

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About Us (Background)

Background

Management

Founded in 1999, Transcom Enhanced Services operates facilities in Dallas, New York, Atlanta and Los Angeles, with its corporate headquarters in Fort Worth. While emphasizing domestic call termination within the United States, Transcom boasts a current run rate of over six billion minutes per year, making Transcom one of the largest terminators of voice traffic in the world.

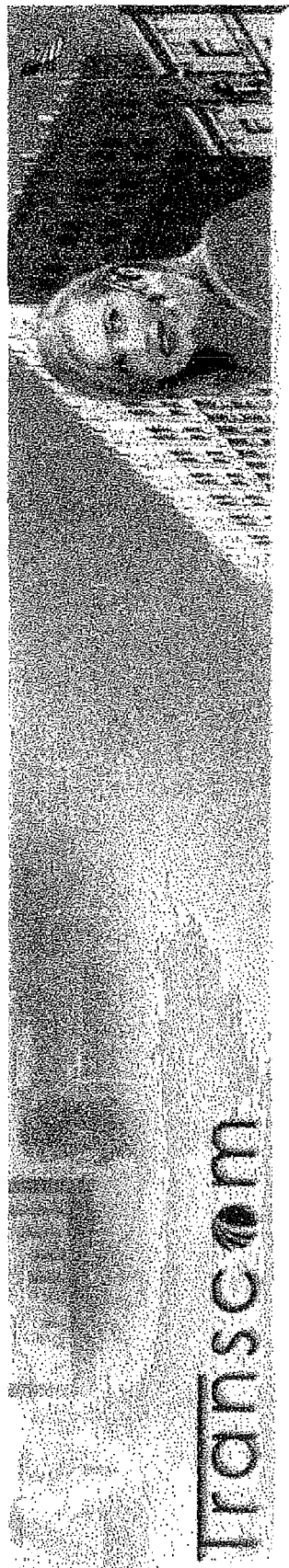
Customers

Typical customers include consumer and enterprise VoIP (Voice over Internet Protocol) providers, cable/MSDs, ILECs (Incumbent Local Exchange Carriers), IXCs (Inter-Exchange Carriers), foreign PTTs, calling card operators, wireless carriers, ISPs (Internet Service Providers) and content providers. Customers connect to Transcom at one of our switch locations in Atlanta, Dallas, Los Angeles or New York, or via an IP connection (SIP or H.323). Transcom prides itself in its flexibility to meet the needs of its customers and will do whatever it takes to insure customer satisfaction.

Network Architecture

Transcom's network is based primarily on the Veraz soft switch platform, utilizing NexTone as the Session Border Controller (SBC). Other partners include Foundry for IP routing and switching. Transcom employs its own network operations center which works 24/7/365 to insure maximum network availability all year long.

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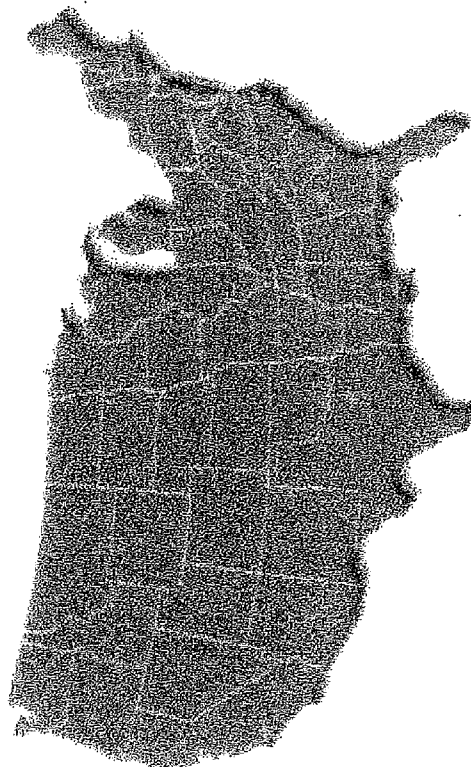
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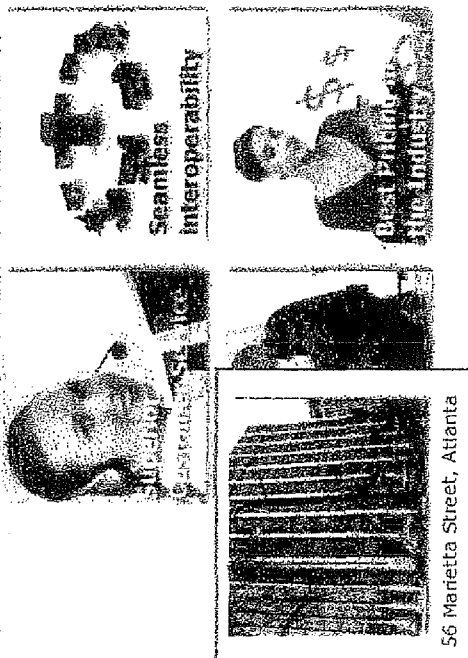
[Contact us](#)

Transcom Enhanced Services is a wholesale enhanced voice service provider serving most of North America. A facilities based provider, Transcom terminates nearly one billion minutes per month. Transcom's customers include the largest Cable/MSOs, CLECs, broadband service providers, and wireless carriers. Transcom's focus is US/Canada termination but its customers are located globally.

Our goal is to provide our customers with:



[Locate star to view offices](#)



Seamless Interoperability

Best Pricing in the Industry

56 Marietta Street, Atlanta

Transcom provides superior customer service, seamless interoperability with the customer network, reliable voice service and the best pricing in the industry.

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EXHIBIT B



2351 W. Northwest Highway, Suite 1204, Dallas, Texas 75220

June 15, 2011

Concord Telephone Exchange Inc.
Access Service Center
NW 8702
PO Box 1450
Minneapolis, MN 55485-8702

RE: Invoice Number 0047429F-D-11115; 0047429F-D 11145

Dear Sir/Madam:

This will acknowledge receipt of your assigned invoice numbers 0047429F-D-11115 with a billing date of April 25, 2011; and 0047429F-D 11145 with a billing date of May 25, 2011. Please also note we only just received your April invoice on June 14, 2011.

Please be advised that Halo Wireless, Inc. is a Commercial Mobile Radio Service (CMRS) provider. The charges reflected in your statement appear to relate to transport and termination of intraMTA traffic. Such charges may not be assessed against CMRS carriers absent a contract, and Halo is under no obligation to pay them. We further observe that Halo has not ordered or received any interstate or intrastate access services from your company that could possibly be chargeable to Halo, so we have no obligation to pay them either.

Sincerely,

A handwritten signature in black ink, appearing to read "John Marks".

John Marks
General Counsel
jmarks@halowireless.com

Halo
wireless

2351 W. Northwest Hwy, Suite 1204, Dallas, TX 75220

June 17, 2011.

Tellico Telephone Company
Access Service Center
NW-8702
PO Box 1450
Minneapolis, MN 55485-8702

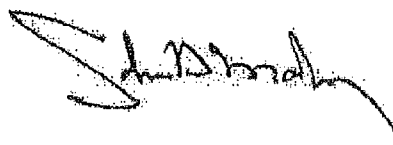
RE: Invoice No. 0240429F-D-11136

Dear Sir or Madame:

This will acknowledge receipt of your assigned invoice number 0240429F-D-11136 with a billing date of May 16, 2011.

Please be advised that Halo Wireless, Inc. is a Commercial Mobile Radio Service (CMRS) provider. The charges reflected in your statement appear to relate to transport and termination of IntraMTA traffic. Such charges may not be assessed against CMRS carriers absent a contract, and Halo is under no obligation to pay them. We further observe that Halo has not ordered or received any interstate or intrastate access services from your company that could possibly be chargeable to Halo, so we have no obligation to pay them either.

Sincerely,



John Marks
General Counsel
Halo Wireless, Inc.

Halo
wireless

2351 West Northwest Highway, Suite 1204, Dallas, TX 75220

June 23, 2011

Tennessee Telephone Company
Access Service Center
NW 8702
PO Box 1450
Minneapolis, MN 55485-8702

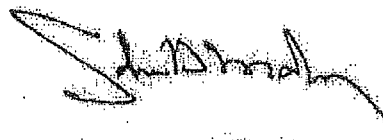
RE: Invoice No 0061429F-D-11136

Dear Sir or Madame:

This will acknowledge receipt of your assigned invoice number 0061429F-D-11136 with a billing date of May 16, 2011.

Please be advised that Halo Wireless, Inc. is a Commercial Mobile Radio Service (CMRS) provider. The charges reflected in your statement appear to relate to transport and termination of intraMTA traffic. Such charges may not be assessed against CMRS carriers absent a contract, and Halo is under no obligation to pay them. We further observe that Halo has not ordered or received any interstate or intrastate access services from your company that could possibly be chargeable to Halo, so we have no obligation to pay them either.

Sincerely,



John Marks
General Counsel
jmarks@halowireless.com



525 Junction Rd,
Madison, WI 53717
www.tds telecom.com

June 22, 2011

Delivered signature required

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

Re: Past Due Accounts

Mr. Marks:

As of June 22, 2011 the following invoices billed to Halo Wireless by TDS Telecom are past due. In accordance with the provisions of the applicable TDS Telecom tariffs, invoiced amounts that are not paid by the due date are subject to late payment penalties, the requirement of deposits, service termination and other recourse measures.

TDS Company	BAN	Invoice Number	Amount Due
Concord Telephone- TN	0559429FD3	0047429F-D-11115	\$ 6,428.58
Tellico Telephone- TN	0578429FD3	0240429F-D-11136	\$ 10,876.49
Tennessee Telephone -TN	0575429FD3	0061429F-D-11136	\$ 44,931.72
Total			\$ 62,236.79

In order to avoid further action by TDS on this matter, Halo Wireless must **immediately** remit payment in full to the address listed on each invoice. If such payment is not received within thirty (30) days, TDS will pursue further actions. Should you desire to discuss this matter further please feel free to contact us at your earliest convenience.

Sincerely,

Catherine Vos
carrierbilling@tdstelecom.com
800-680-3919 ext 3
Carrier Account Services
TDS Telecom



525 Junction Road
Madison, WI 53717

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

EXHIBIT C



2351 West Northwest Highway, Suite 1204, Dallas, TX 75220

June 23, 2011

Crockett Telephone Company
Attention: TEC -- RAD CBS Payment Processing
PO Box 24207
Jackson, MS 39225

RE: Invoice No. 00014809

Dear Sir or Madame:

This will acknowledge receipt of your assigned invoice number 00014809 with a billing date of May 10, 2011.

Please be advised that Halo Wireless, Inc. is a Commercial Mobile Radio Service (CMRS) provider. The charges reflected in your statement appear to relate to transport and termination of IntraMTA traffic. Such charges may not be assessed against CMRS carriers absent a contract, and Halo is under no obligation to pay them. We further observe that Halo has not ordered or received any interstate or intrastate access services from your company that could possibly be chargeable to Halo, so we have no obligation to pay them either.

Sincerely,

A handwritten signature in black ink, appearing to read "John Marks", written over a horizontal line.

John Marks
General Counsel
jmarks@halowireless.com



2351 West Northwest Highway, Suite 1204, Dallas, TX 75220

June 23, 2011

West Tennessee Telephone Company
Attention: TEC – RAD CBS Payment Processing
PO Box 24207
Jackson, MS 39225

RE: Invoice No. 00014749

Dear Sir or Madame:

This will acknowledge receipt of your assigned invoice number 00014749 with a billing date of May 10, 2011.

Please be advised that Halo Wireless, Inc. is a Commercial Mobile Radio Service (CMRS) provider. The charges reflected in your statement appear to relate to transport and termination of intraMTA traffic. Such charges may not be assessed against CMRS carriers absent a contract, and Halo is under no obligation to pay them. We further observe that Halo has not ordered or received any Interstate or intrastate access services from your company that could possibly be chargeable to Halo, so we have no obligation to pay them either.

Sincerely,

A handwritten signature in black ink, appearing to read "John Marks", written over a horizontal line.

John Marks
General Counsel
jmarks@halowireless.com



June 28, 2011

*Via Certified Mail
Return Receipt Requested*

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

Re: Past Due Accounts

Mr. Marks:

As of June 28, 2011, the following invoices billed to Halo Wireless by Crockett Telephone Company, Inc. are past due.

Company	BAN	Invoice Number	Amount Due
Crockett Telephone Company, Inc.	0561TW0429F	14809	\$7,677.47
Total			\$7,677.47

In accordance with the provisions of the applicable Crockett Telephone Company, Inc. tariffs, invoiced amounts that are not paid by the due date are subject to late payment penalties, the requirement of deposits, service termination and other recourse measures.

Crockett Telephone Company, Inc. is in receipt of your letter dated June 23, 2011, wherein Halo Wireless asserts that it is a CMRS provider and dispute Crockett Telephone Company, Inc.'s bills on the grounds that the charges "appear to relate to transport and termination of intraMTA traffic." We are aware of numerous industry allegations, based upon traffic analysis, that none of the traffic delivered is originated by Halo Wireless and, moreover, that the vast majority of the traffic originates on wireline LEC or cable company networks and is not CMRS, let alone IntraMTA CMRS. Your letter contains no facts that would support your claims to the contrary.

We, therefore, reject Halo Wireless's claim that the traffic delivered is not properly classified as exchange access to which tariffed access rates apply. Halo Wireless has used Crockett Telephone Company, Inc.'s terminating access services whether it formally ordered them or not. A separate contract is not required for the tariff to apply.

563 Main St, P.O. Box 7, Friendship, TN 38034 | 731.677.8181

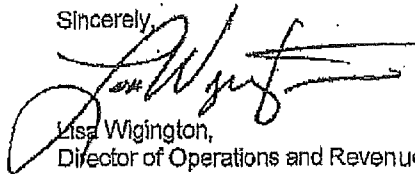
tec.com

If Halo Wireless continues to insist that the traffic is intraMTA wireless traffic, we request that Halo Wireless immediately provide the following:

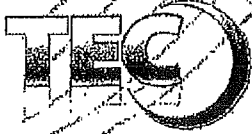
1. A demonstration supporting Halo Wireless's contention that the traffic is intraMTA wireless; and
2. A description of Halo Wireless's participation in the wholesale IXC market, including upstream carriers from whom Halo Wireless receives traffic.

In conclusion, Halo Wireless's dispute is rejected. In order to avoid further action by Crockett Telephone Company, Inc. on this matter, Halo Wireless must **immediately remit payment in full** to the address listed on each invoice.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lisa Wigington', is written over the printed name and title.

Lisa Wigington,
Director of Operations and Revenue Assurance



June 28, 2011

*Via Certified Mail
Return Receipt Requested*

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

Re: Past Due Accounts

Mr. Marks:

As of June 28, 2011, the following invoices billed to Halo Wireless by West Tennessee Telephone Company, Inc. are past due.

Company	BAN	Invoice Number	Amount Due
West Tennessee Telephone Company, Inc.	0583TW0429F	14749	\$9,189.75
Total			\$9,189.75

In accordance with the provisions of the applicable West Tennessee Telephone Company, Inc. tariffs, invoiced amounts that are not paid by the due date are subject to late payment penalties, the requirement of deposits, service termination and other recourse measures.

West Tennessee Telephone Company, Inc. is in receipt of your letter dated June 23, 2011, wherein Halo Wireless asserts that it is a CMRS provider and disputes West Tennessee Telephone Company, Inc.'s bills on the grounds that the charges "appear to relate to transport and termination of IntraMTA traffic." We are aware of numerous industry allegations, based upon traffic analysis, that none of the traffic delivered is originated by Halo Wireless and, moreover, that the vast majority of the traffic originates on wireline LEC or cable company networks and is not CMRS, let alone IntraMTA CMRS. Your letter contains no facts that would support your claims to the contrary.

We, therefore, reject Halo Wireless's claim that the traffic delivered is not properly classified as exchange access to which tariffed access rates apply. Halo Wireless has used West Tennessee Telephone Company, Inc.'s terminating access services whether it formally ordered them or not. A separate contract is not required for the tariff to apply.

224 E Main St, P.O. Box 10, Bradford, TN 38316 | 731.742.2211

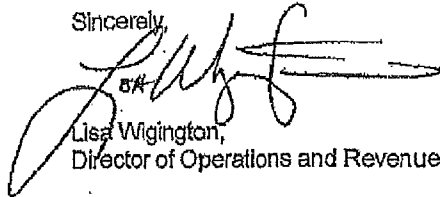
tec.com

If Halo Wireless continues to insist that the traffic is intraMTA wireless traffic, we request that Halo Wireless immediately provide the following:

1. A demonstration supporting Halo Wireless's contention that the traffic is IntraMTA wireless; and
2. A description of Halo Wireless's participation in the wholesale IXC market, including upstream carriers from whom Halo Wireless receives traffic.

In conclusion, Halo Wireless's dispute is rejected. In order to avoid further action by West Tennessee Telephone Company, Inc. on this matter, Halo Wireless must immediately remit payment in full to the address listed on each invoice.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Wigington", with a long horizontal flourish extending to the right.

Lisa Wigington,
Director of Operations and Revenue Assurance



P O BOX 24207, JACKSON, MS 39225

June 28, 2011

HALO WIRELESS
3437 W 7TH STREET, SUITE 127
FORT WORTH, TX 76107

Re: 0576TW0429F

Dear Sir or Madam:

In a recent review of our accounts for Peoples Telephone Company, we discovered that your account is past due. Please remit payment within thirty (30) days. If payment has been previously paid or if you have any questions, please call me at 601.354.9070.

I appreciate your prompt attention to this matter.

Current -	\$4,469.15
1-30 Days -	\$8,013.69
31-60 days -	\$0.00
61-90 days -	\$0.00
over 90 days -	\$0.00

Sincerely,



Lisa Wigington

Director of Operations and Revenue Assurance

CC: Juanita Martin, Danya Stuart



Broadband. Voice. Data.

P O BOX 24207, JACKSON, MS 39225

June 28, 2011

HALO WIRELESS
437 W 7TH STREET, SUITE 127
FORT WORTH, TX 76107

Re: 0561TW0429F

Dear Sir or Madam:

In a recent review of our accounts for Crockett Telephone Company, Inc., we discovered that your account is past due. Please remit payment within thirty (30) days. If payment has been previously paid or if you have any questions, please call me at 601.354.9070.

I appreciate your prompt attention to this matter.

Current -	\$2,450.85
1-30 Days -	\$7,677.47
31-60 days -	\$0.00
61-90 days -	\$0.00
over 90 days -	\$0.00

Sincerely,



Lisa Wigington

Director of Operations and Revenue Assurance

CC: Juanita Martin, Danya Stuart



Broadband, Voice, Data.

P O BOX 24207, JACKSON, MS 39225

June 28, 2011

HALO WIRELESS
3437 W 7TH STREET, SUITE 127
FORT WORTH, TX 76107

Re: 0583TW0429F

Dear Sir or Madam:

In a recent review of our accounts for West Tennessee Telephone Company, Inc., we discovered that your account is past due. Please remit payment within thirty (30) days. If payment has been previously paid or if you have any questions, please call me at 601.354.9070.

I appreciate your prompt attention to this matter.

Current -	\$2,982.91
1-30 Days -	\$9,189.75
31-60 days -	\$0.00
61-90 days -	\$0.00
over 90 days -	\$0.00

Sincerely,

A handwritten signature in black ink, appearing to read 'Lisa Wigington', is written over a horizontal line.

Lisa Wigington
Director of Operations and Revenue Assurance

CC: Juanita Martin, Danya Stuart

EXHIBIT D

Halo
wireless

3437 W. 7th Street, Suite 127, Fort Worth, TX 76107

April 14, 2011

North Central Telephone Cooperative
P.O. Box 70
Lafayette, TN 37083-0070

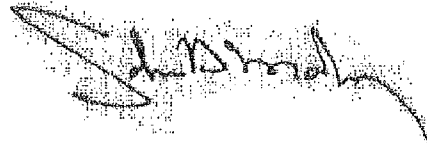
RE: Invoices Halo Wireless, Inc.

Dear Sir/Madam:

This will acknowledge receipt of your invoices of March 1, 2011 and April 1, 2011 under your assigned customer number 73130.

Please be advised that Halo Wireless, Inc. is a Commercial Mobile Radio Service (CMRS) provider. The charges reflected in your statements appear to relate to transport and termination of intraMTA traffic. Such charges may not be assessed against CMRS carriers absent a contract, and Halo is under no obligation to pay them. We further observe that Halo has not ordered or received any interstate or intrastate access services from your company that could possibly be chargeable to Halo, so we have no obligation to pay them either.

Sincerely,



John Marks
General Counsel
jmarks@halowireless.com



**NORTH CENTRAL
TELEPHONE
COOPERATIVE**

June 28, 2011

*Via Certified Mail
Return Receipt Requested*

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

Re: Past Due Accounts

Mr. Marks:

As of June 28, 2011 the following invoices billed to Halo Wireless by North Central Telephone Cooperative, Inc. are past due.

Company	BAN	Invoice Number	Amount Due
Halo Wireless	094301	094301-20110420	\$39,070.65
Halo Wireless	094301	094301-20110601	\$21,686.77
Total			\$60,757.42

In accordance with the provisions of the applicable North Central Telephone Coop., Inc. tariffs, invoiced amounts that are not paid by the due date are subject to late payment penalties, the requirement of deposits, service termination and other recourse measures.

North Central Telephone Coop., Inc. is in receipt of your letter dated April 14, 2011 wherein Halo Wireless asserts that it is a CMRS provider and dispute North Central Telephone Coop., Inc. bills on the grounds that the charges "appear to relate to transport and termination of intraMTA traffic." We are aware of numerous industry allegations, based upon traffic analysis, that none of the traffic delivered is originated by Halo Wireless and, moreover, that the vast majority of the traffic originates on wireline LEC or cable company networks and is not CMRS, let alone intraMTA CMRS. Your letter contains no fact that would support your claims to the contrary.

We, therefore, reject Halo Wireless' claim that the traffic delivered is not properly classified as exchange access to which tariffed access rates apply. Halo Wireless has used North

Central Telephone Coop., Inc. terminating access services whether it formally ordered them or not. A separate contract is not required for the tariff to apply.

If Halo Wireless continues to insist that the traffic is intraMTA wireless traffic, we request that Halo Wireless immediately provide the following:

1. A demonstration supporting Halo Wireless' contention that the traffic is intraMTA wireless; and
2. A description of Halo Wireless' participation in the wholesale IXC market, including upstream carriers from whom Halo Wireless receives traffic.

In conclusion, Halo Wireless' dispute is rejected. In order to avoid further action by North Central Telephone Cooperative, Inc., on this matter, Halo Wireless must **immediately remit payment in full** to the address listed on each invoice.

Sincerely,


Johnny L. McClanahan
VP Finance and Administrative Services

EXHIBIT E



2351 W. Northwest Hwy, Suite 1204, Dallas, TX 75220

May 24, 2011

Highland Telephone Cooperative, Inc.
Attn: David Crawford
PO Box 119
Sunbright, TN 37872

RE: Invoice Nos. 4002KY4296FGD-110501 and 0565TN4296FGD-110501

Dear Mr. Crawford:

This will acknowledge receipt of your assigned invoice numbers 4002KY4296FGD-110501 and 0565TN4296FGD-110501 with a billing date of May 1, 2011.

Please be advised that Halo Wireless, Inc. is a Commercial Mobile Radio Service (CMRS) provider. The charges reflected in your statement appear to relate to transport and termination of intraMTA traffic. Such charges may not be assessed against CMRS carriers absent a contract, and Halo is under no obligation to pay them. We further observe that Halo has not ordered or received any interstate or intrastate access services from your company that could possibly be chargeable to Halo, so we have no obligation to pay them either.

Sincerely,

A handwritten signature in black ink, appearing to read "John Marks", written over a horizontal line.

John Marks
General Counsel
Halo Wireless, Inc.



7840 Morgan County Hwy.
P.O. Box 119
Sunbright, TN 37872

EMAIL
HIGHLAND@HIGHLAND.NET

voice 423/628 2121
423/663 3939
603/376 5311

Fax 423/628 2409

June 24, 2011

John Marks, General Counsel
Halo Wireless, Inc.
2351 West Northwest Highway
Suite 1204
Dallas, TX 75220-8411

Certified Mail
Return Receipt Requested

RE: Past Due Account

Mr. Marks:

As of June 01, 2011 the following invoice billed to Halo Wireless by Highland Telephone Cooperative, Inc. is past due. In accordance with the provisions of the applicable Highland Telephone tariff, invoiced amounts not paid by the due date are subject to late payment penalties, the requirement of deposits, service termination and other recourse measures.

Invoice	BAN	Amount
0565TN4296FGD-110501	0565TN4296FGD	\$127,342.49

Highland Telephone Cooperative is in receipt of your letter dated May 24, 2011 wherein Halo Wireless asserts that it is a CMRS provider and disputes Highland Telephone's bills on the ground that the charges "appear to relate to transport and termination of intraMTA traffic." Based upon our analysis, none of the traffic delivered was originated by Halo Wireless. Moreover, the vast majority of the traffic originates on wireline LEC or cable company networks and is not CMRS, let alone intraMTA CMRS. We, therefore, reject Halo Wireless' claim that the traffic delivered is not properly classified as exchange access to which tariffed access rates apply. Halo Wireless has used Highland Telephone's terminating access services whether it formally ordered them or not. A separate contract is not required for access tariffs to apply.

If Halo Wireless continues to insist that the traffic is intraMTA wireless traffic, Highland Telephone requests that Halo Wireless immediately provide the following:

1. A demonstration supporting Halo Wireless' contention that the traffic is originated as intraMTA wireless; and
2. A description of Halo Wireless' participation in the wholesale IXC market, including identity of the upstream carriers from whom Halo Wireless receives traffic.

In conclusion, Halo Wireless' dispute is rejected. Halo Wireless must immediately remit payment in full to the address listed on the invoice.

Sincerely

David C. Crawford
Access Services Manager
423 628-2750 ext 280
dave@highlandtel.net

F.L. Terry
MANAGER

Ernest A. Petroff
ATTORNEY

DIRECTORS
James B. Terry
PRESIDENT

JoAnn Haynes
VICE PRESIDENT

Clara Terry
SECRETARY/TREASURER

Mickey Bingham

Jan Byrd

Loma Depney

David Freytag

Shelva Jo Jones

Sam Strunk

John Tate

Jerry Williams