

**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	:	

MOTION TO AMEND COMPLAINT

COMES NOW, Complainants, Concord Telephone Exchange, Inc., Humphreys County Telephone Company, Tellico Telephone Company and Tennessee Telephone Company; Crockett Telephone Company, Inc., Peoples Telephone Company, and West Tennessee Telephone Company, Inc.; Highland Telephone Cooperative, Inc.; and North Central Telephone Coop., Inc. (all collectively referred to as the "Rural Telephone Companies" or the "RLECs") in the above-styled docket, and file this Motion to Amend Complaint as attached hereto (First Amended Complaint) to address the Texas Bankruptcy Court Order reserving certain matters (liquidated damages) until after the Tennessee Regulatory Authority ("TRA") rules on jurisdiction and other issues. The First Amended Complaint also deletes Counts IV and V regarding violations of T.C.A. §§ 65-35-101, et seq., and adds a new Count IV alleging Transcom Enhanced Services,

Inc. (“Transcom”) is providing telecommunication services in Tennessee without a certificate of authority; the same allegation as against Halo Wireless, LLC (“Halo”) in Count III.

I. Standard for Granting Leave to Amend

Tennessee Rule of Civil Procedure 15.01 provides in pertinent part that:

A party may amend the party’s pleadings once as a matter of course at any time before a responsive pleading is served or, if the pleading is one to which no responsive pleading is permitted and the action has been set for the trial, the party may so amend it at any time within 15 days after it is served. Otherwise, a party may amend the party’s pleadings only by written consent of the adverse party or by leave of court; and shall be freely given when justice so requires.

Tennessee courts have a long history of favoring amendments. As the Tennessee Supreme Court stated in Branch v. Warren, 527 S.W.2d 89, 91 (Tenn.1975), the Rules of Civil Procedure “were designed to simplify and ease the burden of procedure under the sometimes harsh and technical rules of common law pleading.” With regard to the amendment of pleadings, the Court has adopted an expansive view that favors granting leave to amend:

Rule 15.01 provides that leave (to amend) shall be freely given when justice so requires. This proviso in the rules substantially lessens the exercise of pre-trial discretion on the part of a trial judge. Indeed, the statute (T.C.A. § 20-1505) which conferred a measure of discretion on trial judges was repealed and Rule 15 stands in its place and stead. That rule needs no construction; it means precisely what it says, that “leave shall be freely given.”

Id. At 91-92.

Under this liberal standard, the Rural Telephone Companies submit that its motion to amend should be granted.

II. Rural Telephone Companies Should Be Granted Leave to Amend its Complaint

In the instant case, the Rural Telephone Companies' claims against Halo and Transcom present the same legal and factual issues. Furthermore, a trial date has not been set in this matter.

The Rural Telephone Companies' proposed amendments will not prejudice Transcom and Halo, except insofar as the new claim against Transcom itself might prevail. Furthermore, Transcom will not be prejudiced by the new Count IV because the TRA has the authority, with or without Count IV, on its own initiative, to determine if Transcom requires a certificate of authority. Halo will not be prejudiced by the proposed amendments because the amendment regarding Halo deletes a count against Halo.

For these reasons, the Rural Telephone Companies respectfully request that the Court grant it leave to amend its Complaint against Halo and Transcom.

III. Conclusion

Leave to amend should be freely granted. Furthermore, the Rural Telephone Companies' proposed amendments will not prejudice Halo and Transcom, except insofar as the claim in amended Count IV against Transcom itself might prevail. For these reasons, the Rural Telephone Companies seek leave to amend their Complaint against Halo and Transcom as set forth above.

This 16th day of November, 2011.

Respectfully submitted,



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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 foregoing MOTION TO AMEND COMPLAINT upon the following persons by causing electronic copies of the same to be transmitted to each interested party via electronic means and/or first class mail with adequate postage affixed thereon and deposited in the United States Mail addressed as follows:

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This 16th day of November, 2011.


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TELEPHONE COMPANY, INC., NORTH	:	
CENTRAL TELEPHONE COOP., INC. AND	:	
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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	:	

FIRST AMENDED 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 First Amended 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. 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.

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

35. 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.

36. 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 First Amended Complaint.

Dispute Background

⁷ 65-4-101 (6) and (8).

⁸ 65-5-102.

⁹ 65-5-101(a).

¹⁰ 65-4-122.

¹¹ 65-4-115.

¹⁴ See RLEC Exh. “B” attached.

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

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

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

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

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

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

48. 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

49. 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

¹⁵ See RLEC Exh. "B" attached.

¹⁶ See RLEC Exh. "B" attached.

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.

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

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

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

53. 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

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

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

56. 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.

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.

57. 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.

58. 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.

59. 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.

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

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

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

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

64. 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.

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

66. 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

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

68. 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

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

70. 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.

71. 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

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

73. 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... .”

74. 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.

75. 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.

76. 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.”

77. 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 A CEASE AND DESIST ORDER BASED ON TRANSCOM'S PROVISION OF A TELECOMMUNICATIONS SERVICE WITHOUT A CERTIFICATE OF AUTHORITY

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

79. 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... .”

80. 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.

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

82. 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.”

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

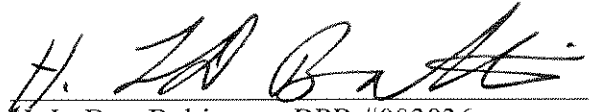
Request for Relief

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

1. Open an investigation concerning the actions cited in the First Amended 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. Issue a Cease and Desist Order prohibiting Halo Wireless and Transcom from providing telecommunications services in the State of Tennessee until such time as the TRA may hold a hearing on this matter;
5. 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;
6. 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. Grant such other and further relief to which they may be entitled, including reasonable attorney's fees and costs.

This 16th day of November, 2011.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "H. LaDon Baltimore", written over a horizontal line.

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Telephone Coop., Inc. and Highland
Telephone Cooperative, Inc.

CERTIFICATE OF SERVICE


I certify that I have this day served a copy of the foregoing FIRST AMENDED COMPLAINT upon the following persons by causing electronic copies of the same to be transmitted to each interested party via electronic means and/or first class mail with adequate postage affixed thereon and deposited in the United States Mail addressed as follows:

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This 16th day of November, 2011.


H. LaDon Baltimore