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July 26, 2011

VIA HAND DELIVERY      filed electronically in docket office on 07/26/11  
Docket No. 11-00119

Hon. Eddie Roberson, Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37238

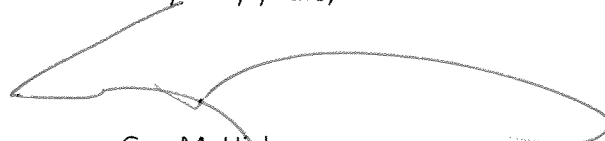
Re: *BellSouth Telecommunications LLC dba AT&T Tennessee v. Halo Wireless, Inc.*  
Docket No. \_\_\_\_\_

Dear Chairman Roberson:

Enclosed for filing in the referenced docket are the original and four copies of AT&T Tennessee's *Complaint*.

A copy has been provided to Halo Wireless' Agent for Service of Process and Halo's contact designated in its Interconnection Agreement with AT&T Tennessee.

Very truly yours,



Guy M. Hicks

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In Re: *BellSouth Telecommunications, LLC dba AT&T Tennessee v. Halo Wireless, Inc.*

Docket No. \_\_\_\_\_

**COMPLAINT**

BellSouth Telecommunications, LLC d/b/a AT&T Tennessee (“AT&T Tennessee”)<sup>1</sup>, by counsel, files this complaint against Halo Wireless, Inc. (“Halo”), pursuant to 47 U.S.C. § 252 and Tennessee Regulatory Authority (“Authority” or “TRA”) Rule 1220-1-2-.02. AT&T Tennessee seeks an order allowing it to terminate its wireless interconnection agreement (“ICA”) with Halo based on Halo’s material breaches of that ICA. The ICA does not authorize Halo to send AT&T traffic that does not originate on a wireless network, but Halo, in the furtherance of an access charge avoidance scheme, is sending large volumes of traffic to AT&T Tennessee that does not originate on a wireless network, in violation of the ICA.

As a result of this and other unlawful Halo practices, Halo owes AT&T Tennessee significant amounts of money – amounts that grow rapidly each month and that Halo refuses to pay. AT&T Tennessee brings this Complaint in order to terminate the ICA and discontinue its provision of interconnection and traffic transit and termination service to Halo. AT&T Tennessee also seeks an Order requiring Halo to pay AT&T Tennessee the amounts Halo owes.

In order to bring a stop as soon as possible to Halo’s unlawful conduct, and the ever-increasing damage it is causing, AT&T Tennessee requests that the Authority conduct this case

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<sup>1</sup> Effective July 1, 2011, BellSouth Telecommunications Inc. was converted to BellSouth Telecommunications, LLC by operation of Georgia law (the law of the state in which the former BellSouth Telecommunications, Inc. was incorporated).

in two phases. The first phase, which AT&T Tennessee asks the Authority to conduct on an expedited basis, would encompass only Counts I and II below, which ask the Authority to authorize AT&T Tennessee to terminate the parties' ICA by reason of Halo's material breaches. Counts III and IV should be held in abeyance until the first phase concludes. Then, the Authority may move on to address Counts III and IV and determine the amount of money Halo owes AT&T Tennessee under the ICA and/or AT&T Tennessee's tariffs.<sup>2</sup> In support of its Complaint, AT&T Tennessee states as follows:

1. BellSouth Telecommunications, LLC, a Georgia limited liability company, operates in Tennessee under the name AT&T Tennessee and is an incumbent local exchange carrier providing telecommunications services in Tennessee. AT&T Tennessee's address in Tennessee is 333 Commerce Street, Suite 2101, Nashville, Tennessee.

2. Halo Wireless, Inc. is a Texas corporation with its principal place of business at 2351 West Northwest Highway, Suite 1204, Dallas, Texas 75220.

3. On March 29, 2010, and April 5, 2010, respectively, Halo and AT&T Tennessee executed an MFN Agreement dated March 25, 2010, in which Halo adopted the "251/252 wireless interconnection agreement, in its entirety," as executed between AT&T Tennessee and T-Mobile USA, Inc., and dated May 8, 2003. A copy of this ICA as amended is attached hereto as Exhibit 1.

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<sup>2</sup> As explained in footnote 3 below, AT&T Tennessee expects to raise in federal court the claims asserted in Counts III and IV, and the Authority may never have occasion to address those Counts.

4. The Authority has jurisdiction over this Complaint because it involves violations of an interconnection agreement entered into under 47 U.S.C. §§ 251 and 252 and approved by the Authority<sup>3</sup>, and violations of AT&T Tennessee's state tariffs.

### COUNT I

#### BREACH OF ICA: SENDING WIRELINE-ORIGINATED TRAFFIC TO AT&T TENNESSEE

5. AT&T Tennessee repeats and realleges paragraphs 1-4 above.

6. The parties' ICA authorizes Halo to send only wireless-originated traffic to AT&T Tennessee. For example, a recital that the parties added through an amendment to the ICA when Halo adopted the ICA, states:

Whereas, the Parties have agreed that this Agreement will apply *only* to (1) traffic that originates on AT&T's network or is transited through AT&T's network and is routed to Carrier's wireless network for wireless termination by Carrier; and (2) traffic that ***originates through wireless transmitting and receiving facilities*** before [Halo] delivers traffic to AT&T for termination by AT&T or for transit to another network. (Emphasis added).

7. Despite that requirement, Halo sends traffic to AT&T Tennessee that is not wireless-originated traffic, but rather is wireline-originated interstate, interLATA or intraLATA toll traffic. The purpose and effect of this breach of the parties' ICA is to avoid payment of the access charges that by law apply to the wireline-originated traffic that Halo is delivering to AT&T Tennessee by disguising the traffic as "Local" wireless-originated traffic that is not subject to access charges.

8. By sending wireline-originated traffic to AT&T Tennessee, Halo is materially violating the parties' ICA. AT&T Tennessee respectfully requests that the Authority authorize

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<sup>3</sup> See Docket No. 10-00063. The ICA was approved on May 24, 2010.

AT&T Tennessee to terminate the ICA for this breach and to discontinue its provision of traffic transit and termination service to Halo, and grant all other necessary relief. At a minimum, if the Authority does not authorize termination of the ICA, the Authority should bring a halt to Halo's access charge avoidance scheme by ordering Halo to comply immediately with the ICA by ceasing and desisting from sending wireline-originated traffic or any other traffic not authorized by the ICA to AT&T Tennessee.

## **COUNT II**

### **BREACH OF ICA: ALTERATION OR DELETION OF CALL DETAIL**

9. AT&T Tennessee repeats and realleges paragraphs 1-8 above.

10. The ICA requires Halo to send AT&T Tennessee proper call information to allow AT&T Tennessee to bill Halo for the termination of Halo's traffic. Specifically, Section XIV.G of the ICA provides:

The parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each party to bill properly.

11. AT&T Tennessee's analysis of call detail information delivered by Halo, however, shows that Halo is consistently altering the Charge Party Number ("CN") on traffic it sends to AT&T Tennessee. This prevents AT&T Tennessee (and likely other, downstream, carriers) from being able to properly bill Halo based on where the traffic originated. That is, Halo's conduct prevents AT&T Tennessee (and likely other, downstream, carriers) from determining where the call originated (and thus whether it is interLATA or intraLATA or interMTA or intraMTA), and

thus prevents AT&T Tennessee from using the CN to properly bill Halo for the termination of Halo's traffic

12. Halo's alteration of the CN on traffic it sends to AT&T Tennessee materially breaches the ICA. AT&T Tennessee respectfully requests that the Authority authorize AT&T Tennessee to terminate the ICA for this breach and to discontinue its provision of traffic transit and termination service to Halo, and grant all other necessary relief. At a minimum, if the Authority does not authorize termination of the ICA, the Authority should order Halo to comply immediately with the ICA by ceasing and desisting from altering CN on the traffic it delivers to AT&T Tennessee, and hold that, going forward, Halo must transmit unaltered CN for all calls that it delivers to AT&T Tennessee.

### **COUNT III**

#### **PAYMENT FOR TERMINATION OF WIRELINE-ORIGINATED TRAFFIC**

13. AT&T Tennessee repeats and realleges paragraphs 1-12 above.

14. As explained above, Halo's sending of wireline-originated traffic to AT&T Tennessee is not allowed by the ICA. Accordingly, all such traffic previously sent to AT&T Tennessee by Halo and terminated by AT&T Tennessee to AT&T Tennessee's end users is not governed by the ICA, but is instead subject to tariffed switched access charges. AT&T Tennessee has demanded that Halo pay such charges, but Halo, without lawful justification or excuse, has refused to do so. AT&T Tennessee therefore requests that Halo be required to pay,

within 30 days of the Authority's Order, all access charges due to AT&T Tennessee as computed under its access tariffs for the wireline-originated-traffic that Halo has sent to AT&T Tennessee.<sup>4</sup>

#### **COUNT IV**

##### **BREACH OF ICA: NON-PAYMENT FOR FACILITIES**

15. AT&T Tennessee repeats and realleges paragraphs 1-14 above.

16. Pursuant to the ICA, Halo has ordered, and AT&T Tennessee has provided, transport facilities associated with interconnection with AT&T Tennessee.

17. AT&T Tennessee has billed Halo for this transport on a monthly basis pursuant to the ICA.<sup>5</sup> Halo, however, has refused, with no lawful justification or excuse, to pay those bills.

18. AT&T Tennessee respectfully requests that the Authority declare that Halo must pay for the facilities it orders from AT&T Tennessee, at the rates required by the ICA, and must pay AT&T Tennessee the full amount due for previously provided facilities at the time this case concludes.

#### **RELIEF REQUESTED**

Based on the foregoing, AT&T Tennessee respectfully requests that the Authority make the following findings and grant the following relief:

- (a) Expedite the processing of Counts I and II;
- (b) Schedule an informal conference as quickly as possible;

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<sup>4</sup> The claims asserted in Counts III and IV are those that AT&T Tennessee asks the Authority to defer to a second phase of the proceeding, after Counts I and II are decided. AT&T Tennessee recognizes that the Authority may not have jurisdiction over its claim for tariffed interstate switched access charges in Count III, but includes a claim as to all access charges in order to avoid any possibility of waiver. AT&T Tennessee expects to file a federal court action to collect interstate access charges, and that action may also encompass AT&T Tennessee's claims for intrastate access charges. Consequently, assuming the Authority defers Counts III and IV as AT&T Tennessee proposes, the Authority may never have occasion to address Counts III and IV.

<sup>5</sup> See Section V.B. ("Two Way Trunk Group Arrangement") and VI.B. ("Compensation of Facilities").

- (c) Find that the Halo-AT&T Tennessee ICA allows Halo to send AT&T Tennessee only wireless-originated traffic and that Halo has materially breached the ICA by sending wireline-originated traffic to AT&T Tennessee, and authorize AT&T Tennessee to terminate the ICA for this breach and to discontinue its provision of traffic transit and termination service to Halo. At a minimum, if the Authority does not authorize termination of the ICA, the Authority should order Halo to comply immediately with the ICA by ceasing and desisting from sending any wireline-originated traffic, or any other traffic not authorized by the ICA, to AT&T Tennessee;
- (d) Find that Halo has not been sending AT&T Tennessee adequate Charge Party Number information and has thereby materially breached the ICA, and authorize AT&T Tennessee to terminate the ICA for this breach and to discontinue its provision of traffic transit and termination service to Halo. At a minimum, if the Authority does not authorize termination of the ICA, the Authority should order Halo to comply immediately with the ICA by ceasing and desisting from sending inadequate Charge Party information and to transmit unaltered CN data for all calls that it delivers to AT&T Tennessee;
- (e) Order Halo to pay AT&T Tennessee within 30 days of the Authority's decision in this case AT&T Tennessee's tariffed access charge rates for all wireline-originated traffic that Halo has sent to AT&T Tennessee and that AT&T Tennessee has terminated to its end-users as of the date of the Authority's decision in this case;



- (f) Find that Halo has ordered interconnection transport facilities under the parties' ICA, is responsible to pay for those facilities, but has not paid for them, and therefore is in breach of the ICA, and must pay AT&T Tennessee, within 30 days of the date of the Authority's decision in this case, the full amount owed for such facilities as of the date of the Authority's decision in this case.
- (g) Grant all such other relief as the Authority deems necessary and appropriate.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, LLC  
dba AT&T Tennessee

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**CERTIFICATE OF SERVICE**

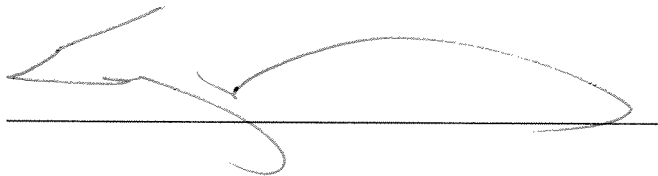
I hereby certify that on July 26, 2011, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

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- ☐ Electronic

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A handwritten signature in black ink, appearing to be "Todd Wallace", is written over a horizontal line.