

VOTE SHEET

October 16, 2012

Docket No. 110234-TP – Complaint and petition for relief against Halo Wireless, Inc. for breaching the terms of the wireless interconnection agreement, by BellSouth Telecommunications, LLC d/b/a AT&T Florida.

Issue 1: Does the Commission have jurisdiction to address AT&T Florida's Complaint?

Recommendation: Yes. Both federal and state law, as well as the parties' interconnection agreement, clearly establish the Commission's jurisdiction to consider and adjudicate AT&T Florida's Complaint.

APPROVED

RECEIVED-FPSC
12 OCT 16 AM 10:37
COMMISSION
CLERK

COMMISSIONERS

Graham, Balbis, Brown

ASSIGNED:

COMMISSIONERS' SIGNATURES

MAJORITY

DISSENTING

Julie R
[Signature]
[Signature]

REMARKS/DISSENTING COMMENTS:

Vote Sheet

October 16, 2012

Docket No. 110234-TP – Complaint and petition for relief against Halo Wireless, Inc. for breaching the terms of the wireless interconnection agreement, by BellSouth Telecommunications, LLC d/b/a AT&T Florida.

(Continued from previous page)

Issue 2: Has Halo delivered traffic to AT&T Florida that was not "originated through wireless transmitting and receiving facilities" as provided by the parties' ICA?

Recommendation: Yes. Halo has delivered traffic to AT&T Florida that was not "originated through wireless transmitting and receiving facilities" as provided by the parties' ICA.

APPROVED

Issue 3: Has Halo complied with the signaling requirements in the parties' ICA?

Recommendation: No. Halo has not complied with the signaling requirements in the parties' ICA.

APPROVED

Issue 4: Has Halo paid the appropriate compensation to AT&T Florida as prescribed by the parties' ICA? If not, what compensation, if any, would apply?

Recommendation: No. Halo has not paid the appropriate compensation to AT&T Florida as prescribed by the parties' ICA. Halo is responsible to pay the access charges for all non-local traffic it has sent to AT&T Florida. However, if the Commission denies staff's recommendation on Issue 2, then Halo has paid the appropriate form of compensation (i.e., reciprocal compensation).

APPROVED

Vote Sheet

October 16, 2012

Docket No. 110234-TP – Complaint and petition for relief against Halo Wireless, Inc. for breaching the terms of the wireless interconnection agreement, by BellSouth Telecommunications, LLC d/b/a AT&T Florida.

(Continued from previous page)

Issue 5: Has Halo failed to pay AT&T Florida for facilities that AT&T Florida provided pursuant to the parties' ICA and that the ICA obliges Halo to pay for?

Recommendation: Yes. Halo has failed to pay AT&T Florida for facilities that AT&T Florida provided pursuant to the parties' ICA and that the ICA obliges Halo to pay for.

APPROVED

Issue 6A: Has Halo committed a material breach of its ICA with AT&T Florida?

Recommendation: Yes. Halo Wireless's delivery of non-wireless originated traffic to AT&T Florida for termination clearly constitutes a material breach of the terms of the parties' ICA.

APPROVED

Issue 6B: If Halo has committed a material breach of its ICA with AT&T Florida, is AT&T Florida entitled to terminate the ICA?

Recommendation: Yes. Given the nature of the breach of the ICA, AT&T Florida is entitled to terminate the ICA.

APPROVED

Vote Sheet

October 16, 2012

Docket No. 110234-TP – Complaint and petition for relief against Halo Wireless, Inc. for breaching the terms of the wireless interconnection agreement, by BellSouth Telecommunications, LLC d/b/a AT&T Florida.

(Continued from previous page)

Issue 6C: If Halo has committed a material breach of its ICA with AT&T Florida, is AT&T Florida entitled to discontinue performance under the ICA?

Recommendation: Yes. Given the nature of the breach of the ICA, and the specific facts contained in the record, the Commission should authorize AT&T Florida to discontinue further performance under the ICA.

APPROVED

Issue 7: What action should the Commission take based on its findings in Issues 1-6?

Recommendation: The Commission should find Halo Wireless breached the terms of the parties' Interconnection Agreement, determine Halo Wireless is liable to AT&T Florida for non-local access and interconnection facilities charges, and authorize termination of the parties' Interconnection Agreement.

APPROVED

Issue 8: Should this docket be closed?

Recommendation: Yes. The docket should be closed after the time for filing an appeal has run.

APPROVED