

**BEFORE THE
ILLINOIS COMMERCE COMMISSION**

In the Matter of)	
)	
Petition for Arbitration of XO ILLINOIS, INC. Of an Amendment to an)	Docket No. 04-0371
Interconnection Agreement with SBC)	
ILLINOIS, INC. Pursuant to Section 252b))	
of the Communications Act of 1934, as)	
Amended)	

**SBC ILLINOIS’ RESPONSE TO XO’S MOTION
TO DISMISS ARBITRATION ISSUES AND STRIKE
RELATED CONTRACT LANGUAGE PROPOSED BY SBC**

SBC Illinois (“SBC”) hereby submits its Response to XO’s Motion to Dismiss Arbitration Issues and Strike Related Contract Language Proposed by SBC (“Motion”). XO’s Motion is without merit and, for the reasons explained below, should be denied.¹

I. Introduction

XO seeks to dismiss Issues SBC-1, 2, 12, 13 and 14 on the basis that these issues are outside the scope of the Triennial Review Order (“TRO”) and thus may not appropriately be arbitrated. The Commission should deny XO’s Motion. SBC’s language for each issue is well within the scope of the TRO and, in fact, implements the requirements of the TRO. Moreover, XO voluntarily consented to negotiate these issues by presenting its own counterproposals to SBC’s language on each of these issues. It would be patently unfair for the Commission to dismiss SBC’s issues (and language) when XO has presented its own proposals. For example,

¹ While SBC contends that this entire arbitration cannot properly be conducted under section 252(b) of the 1996 Act, as explained in SBC’s Motion to Dismiss, SBC will not repeat those arguments here. Without waiving any of those arguments, this response is, like XO’s motion, premised on the (incorrect) assumption that this proceeding is properly being conducted under section 252(b) of the 1996 Act.

XO objects to SBC's transition language on the ground that it modifies the "change in law" language of the ICA when XO has presented its own transition language which also seeks to change the "change in law" language (by changing the standard for invocation to "final and non-appealable."). Finally, there is no requirement that XO "consent" to negotiate the issues raised by SBC. Section 252(b)(3) and (4) permit an ILEC to raise any issue under 251(b) or (c) in response to a petition for arbitration. As long as SBC is raising issues that fall within the scope of sections 251(b) and (c) (and it is) and that fall within the scope of the "change in law" clause implementing TRO-related changes (and they do), then the issues are properly before the Commission.²

II. The Issues XO Seeks To Dismiss Are Appropriate Issues For Arbitration Precisely Because The Parties Disagree Whether The Contract Language At Issue Is Necessary To Implement The TRO.

The thrust of XO's Motion is that some of the arbitration issues raised by SBC "would make changes to the agreement that are not required to conform the XO/SBC ICA to the TRO." XO Motion at 2. SBC disagrees – and that disagreement means XO's Motion to dismiss these issues must be denied.

The very purpose of this arbitration is to resolve, on the merits, the parties' disputes regarding what "changes to the agreement" are "required to conform the XO/SBC ICA to the TRO." *See id.* Thus, XO initiated this arbitration, and presented the Commission with the contract language that it (presumably) alleges is necessary to "implement the TRO." *See id.* at 4. In response, SBC presented the contract language it believes is necessary to implement the TRO – including the contract language at stake in Issues SBC-1, 2, 12, 13, and 14, which XO seeks to "dismiss." While XO alleges this contract language is "not necessary to implement the TRO"

² The "TRO-related" changes include certain changes required by USTA II because USTA II reviewed, and in many cases vacated, decisions contained in the TRO.

(XO Motion at 4), that is precisely why the Commission must arbitrate these issues. SBC contends its proposed contract language *is* necessary to properly implement the *TRO*, and XO disagrees. XO’s attempt to have this disagreement summarily resolved on a motion to dismiss, instead of resolved after full and fair briefing is inappropriate and should be rejected. There is no basis for the Commission to treat Issues SBC-1, 2, 12, 13, and 14 differently than any of the other issues raised by the parties.

III. The Issues Raised By SBC Are Not Outside The Scope Of The Parties’ Negotiations Or This Arbitration.

XO’s contention that the issues raised by SBC are somehow outside the scope of the parties’ negotiations and this arbitration is wrong. The scope of the parties’ negotiation and arbitration is the contract language that each party believes should be adopted to implement the *TRO* – precisely what is at stake in the issues XO seeks to dismiss.

XO suggests that the issues it seeks to dismiss cannot be arbitrated because “[t]he scope of compulsory arbitration . . . is limited to issues that were the subject of voluntary negotiations between the parties,” citing the Fifth Circuit’s *Coserv* case, *Coserv LLC v. SWBT*, 350 F.3d 482 (5th Cir. 2003). XO Motion at 3-4. But XO quotes *Coserv* far out of context.

Coserv held that *other than section 251(b) and (c) items*, parties may only arbitrate issues that were the subject of voluntary negotiations. XO erroneously suggests that the requirements set forth in sections 251(b) or (c) are not subject to arbitration. In *Coserv*, *Coserv* sought to negotiate, during a section 251/252 negotiation, language relating to “compensated access” to certain *Coserv* facilities – something entirely unrelated to sections 251 and 252. 350 F.3d at 486. *SWBT* refused to negotiate the “compensated access” issue, and *Coserv* petitioned the state commission to arbitrate that issue. *Id.* The Fifth Circuit held that while the 1996 Act requires ILECs to negotiate and arbitrate section 251(b) and (c) items, it does not necessarily limit the

scope of arbitration to section 251(b) and (c) terms and conditions. *Id.* at 487. Rather, the court held, *if* the parties in the course of their section 251/252 negotiations also “voluntarily include[] in negotiations issues other than those duties required of an ILEC” by the Act (*i.e.*, *non*-section 251/252 issues), the latter issues also become appropriate issues for state commission arbitration. *Id.*

Unlike *Coserv*, the contract language at issue here clearly relates to the “duties required of an ILEC” by section 251 of the Act, and in particular the requirement to provide UNEs. Thus, whether or not XO voluntarily agreed to negotiate the contract language that SBC presented and attempted to negotiate is irrelevant.

Indeed, XO’s interpretation of *Coserv* (*i.e.*, that only voluntarily negotiated issues can be arbitrated) would gut sections 251 and 252 of the Act. For instance, assume that a new entrant without an interconnection agreement approached SBC with a request to negotiate access to UNEs. Assume further that SBC simply said “no,” and refused to negotiate. Under XO’s reading of *Coserv*, the new entrant would have no recourse; because SBC refused to negotiate, there would be no “issues that were the subject of voluntary negotiations,” and thus there would be nothing that the Commission could arbitrate. That, of course, would be a ridiculous interpretation of the Act, and of *Coserv*.

In addition to misreading *Coserv*, XO’s proposal is directly contrary to the plain language of section 252 of the 1996 Act. Section 252(b)(4)(C) states that “[t]he State commission *shall* resolve each issue set forth in the petition *and the response.*” (Emphasis added).

Further, XO did “voluntarily negotiate” Issues SBC-1, 2, 12, 13 and 14, because XO proposed its own “transition” and change of law language. *See* TRO Attachment sections 1.4, 1.5, 1.6. For instance, with respect to Issue SBC-1, XO proposed language providing SBC must

offer section 271 network elements at the same rates, terms, and conditions as section 251 UNEs. Thus, even if XO's interpretation of *Coserv* were correct (and it is not), the contract language at issue clearly falls within the scope of the parties' voluntary negotiations.

IV. SBC's Proposed Language Is Designed To Implement The *TRO*.

The Commission should not at this time address the merits of XO's assertion that the contract language proposed by SBC does not properly implement the *TRO*, because that is precisely the issue to be addressed and resolved by the Commission after full briefing on the merits, both with respect to the issues XO seeks to dismiss and to all the other issues raised by both parties. To the extent the Commission addresses the merits now, it should conclude that the language proposed by SBC is designed to implement the requirements of the *TRO*.

Issue SBC-1: Issue SBC-1 concerns whether the interconnection agreement should obligate SBC to continue to provide network elements that have been "declassified," and whether it should state that SBC is required to provide only "lawful" UNEs. XO incorrectly contends that this issue is outside the scope of the parties' negotiations/ arbitration and does not relate to the implementation of the *TRO*.

First, XO voluntarily negotiated this language by presenting its own counter language on the very same issue. Among other things, XO proposed language providing that, under section 271 of the Act, SBC is obligated under the interconnection agreement to continue to offer "declassified" network elements at the UNE rates, terms, and conditions set forth in the interconnection agreement. While XO's proposed language is clearly unlawful (because in the *TRO* the FCC explicitly rejected the idea that section 271 network elements must be offered at the same rates, terms, and conditions as section 251 UNEs), the point here is that the parties clearly traded competing language regarding the issue of whether or not the interconnection agreement should obligate SBC to offer declassified UNEs at the same rates, terms and

conditions as they were offered before they were declassified. That issue thus clearly falls within the scope of this arbitration.³

Second, SBC's proposed language is clearly designed to implement the *TRO*. Indeed, the issue of whether or not the interconnection agreement should obligate SBC to offer declassified UNEs at the same rates, terms and conditions as they were offered before they were declassified is one of the most significant issues that must be addressed in order to implement the *TRO*. The *TRO* clearly "declassifies" some UNEs – including enterprise switching, OCn loops and dedicated transport, and entrance facilities – by holding those network elements do not satisfy the Act's unbundling requirements. *See TRO* ¶ 7. The most immediate issue raised by these declassifications is whether SBC remains obligated to offer the declassified UNEs at the same rates, terms and conditions as they were offered before they were declassified.

Issue SBC-2: Issue SBC-2 concerns contract language intended to implement the UNE declassification provisions of the *TRO*. In particular, the language defines "declassification," identifies UNEs that have already been declassified, and details an orderly transition process to be used to phase-out any declassified UNEs. Contrary to XO's suggestion, this language is not new "change in law" language, but implements the requirements of the *TRO*.

For instance, the *TRO* undeniably "declassifies" certain UNEs, including entrance facilities, enterprise switching, and OCn-level loops and dedicated transport. That is, the FCC unequivocally held that these network elements do not satisfy the unbundling standards of the 1996 Act, and thus are not required to be unbundled. To implement this portion of the *TRO*,

³ Notwithstanding its negotiation proposal regarding section 271 network elements, XO's proposed language provides that "CLEC is not entitled to obtain (or continue with) access to any network elements on an unbundled basis at rates set under Section 252(d)(1) [*i.e.*, TELRIC rates] . . . once such network elements has been or is Declassified or subject to Declassification." XO's Proposed Amendment, *TRO* Attachment, § 5.2 (Exhibit 3 to XO's Petition for Arbitration).

SBC Illinois proposed language to modify the parties' existing contract to make clear these network elements are no longer UNEs that must be provided under the contract. Much of this language is the subject of issues that XO does *not* seek to dismiss, but agrees are proper for arbitration. Section 3.7.3 of SBC's proposed language, for instance, which is at stake in Issue SBC-7, states that SBC is not required to provide unbundled enterprise switching (except where the FCC has granted a waiver of its finding of non-impairment, per the waiver mechanism established in the *TRO*). This proposed contract language, however, does not address the transition process to be used to phase out any existing enterprise switching. The proposed language in Issue SBC-2 fills that gap.

For instance, the proposed language in Issue SBC-2 expressly identifies enterprise switching as one of the network elements that has been declassified, and provides a transition procedure to phase out enterprise switching (along with other declassified UNEs). The language provides that SBC must first provide XO reasonable notice (30 days) of the declassification. During that period, the network element will continue to be available as a UNE, and XO can either request to discontinue the item, or substitute the UNE with the analogous access product (if any). If there is no available analogous access product, the parties will negotiate a replacement product.

This language is intended to implement the requirements of the *TRO*. To the extent the *TRO* declassified several UNEs, the parties' existing contract must be amended to identify, in concrete terms, how those declassified UNEs will be phased out.

Further, the proposed contract language at issue in Issue SBC-2 properly implements the *TRO* to the extent that language would apply to future declassifications. The *TRO* anticipates some network elements, like high capacity loops and dedicated transport, will gradually be

declassified over time for particular, granular geographic locations. XO suggests that each such successive declassification should be treated as a separate “change of law” event. But that makes no sense.

First, as a practical matter, it would make little sense for the parties to re-negotiate each time a UNE is declassified for a particular geographic location. Instead, a concrete, pre-determined declassification process should apply each time, for instance, dedicated transport is declassified with respect to a new geographic area.

Second, as a legal matter, it is not clear whether the existing change of law provisions of the parties’ existing contract would even apply to some successive declassifications. For instance, assume the (now vacated) FCC unbundling rules for high-capacity loops were in effect. Under those rules, state commissions were required to periodically apply the FCC’s trigger and potential deployment tests, which could have resulted in the periodic identification of additional customer locations where high-capacity loops would no longer be available. XO suggests that in these circumstances, the parties should invoke the change of law process each time new locations are identified, to incorporate those results into the interconnection agreement. But it is not clear that the successive non-impairment findings would each constitute a new, independent change of law event. Rather, the “change in law” might simply be the promulgation of the FCC’s high-capacity loop rules. SBC’s proposed language sweeps this confusion away by defining such events as “declassifications” (*see, e.g.*, proposed Section 1.3.1 (“a network element can . . . be Declassified on an element-specific, route-specific or geographically-specific basis”)) and establishing a uniform implementation and transition procedure for every declassification.⁴

⁴ XO’s suggestion that the FCC somehow rejected “proposals to do exactly what SBC is proposing to do through its proposed language” (XO Motion at 7) is wrong. The FCC held only that it would not “interven[e]” or “interfer[e]” in the “contract modification process,” but would allow carriers to “translate our rules into the commercial environment” via voluntary negotiations pursuant to existing change of law provisions. *TRO* ¶¶ 700, 701. XO and

Finally, the language at stake in Issue SBC-2 is clearly an appropriate topic for this arbitration because XO itself has proposed contract language regarding the “lifting of or non-existence of unbundling obligation (‘declassification’),” including “transitional provisions for declassified elements.” *See* XO’s Proposed Amendment, TRO Attachment, § 5 (Exhibit 3 to XO’s Petition for Arbitration). XO cannot simultaneously propose declassification and transition procedure contract language and deny the arbitrability of such language.

Issue SBC-12: Issue SBC-12 concerns language that is necessary to give the TRO amendment complete and proper effect, and thus is directly tied to “implement[ing] certain changes in law brought about by the TRO.” *See* XO Motion at 4.

Both XO and SBC agree that the purpose of this negotiation and arbitration is to modify the parties’ existing interconnection agreement as necessary to implement the *TRO*. Both XO and SBC also agree the end product of this process will be a written contractual amendment to the parties’ existing agreement (the “*TRO* Amendment”). In order to fully and properly implement the *TRO* via a written contractual amendment, two practical questions (among others) must be answered: (1) what is the effect of the *TRO* Amendment on the underlying existing interconnection agreement, including on conflicting terms? and (2) by invoking the change of law process and entering into the *TRO* Amendment, are the parties waiving their rights with respect to any *TRO*-related changes of law (or any other changes of law) the parties did not incorporate into the agreement? The SBC-proposed contract language in Issue SBC-12 directly answers both these questions.

SBC subsequently negotiated regarding contract modifications – exactly as the FCC required. Even if some of SBC’s proposed contract language would operate in lieu of the existing change of law provisions by providing a pre-defined, concrete process for future UNE declassifications, the *TRO* does not remotely forbid that result, provided that the contract modifications are necessary to properly implement the *TRO* and are made through the existing change of law process (*e.g.*, after negotiation and subsequent dispute resolution), as they are here.

With respect to the first question, SBC's proposed language provides guidance regarding how conflicting provisions between the original interconnection agreement and the *TRO* Amendment are to be addressed. For instance, the proposed language clarifies that if the *TRO* Amendment provides for the "declassification" of a UNE (*e.g.*, enterprise switching, which the FCC ruled is no longer a UNE), the terms and conditions of the *TRO* Amendment governing that "declassified" UNE trump the old terms and conditions regarding that UNE found in the original interconnection agreement. Similarly, the language clarifies that if a UNE is "declassified," the "the inclusion of the UNE in the pricing schedule shall be of no effect." These contract provisions are necessary to properly implement the *TRO*. They prevent a party from arguing the superseded portions of the original interconnection agreement still apply because they physically appear in the agreement and have not been *expressly* identified as superseded. In other words, these contract provisions help ensure that the parties' implementation of the *TRO* is given full effect, by preventing a party from pointing to superseded portions of the original agreement in an attempt to effectively nullify the *TRO* Amendment.

With respect to the second question, SBC's proposed language makes clear that by entering into the *TRO* Amendment, neither XO nor SBC waives its rights with respect to "orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) . . . which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review," including the *TRO* itself. This contract language, which protects the rights of both parties, is necessary in order to properly implement the requirements of the *TRO*. For instance, there may be requirements of the *TRO* which neither XO nor SBC chose to address in the parties' negotiations. SBC's proposed language makes clear that neither party is waiving its right to implement such

additional *TRO* requirements in the future. The language also provides that neither party is waiving any rights with respect to future decisions.

Issue SBC-13: Issue SBC-13 concerns language clarifying what happens if the *TRO* is stayed, reversed or vacated. XO's suggestion that this contract language is somehow outside the scope of the parties' negotiations, and thus outside the scope of the arbitration, is wrong. XO itself proposed competing language regarding what should happen in the event of a stay, reversal, or vacatur of the *TRO*. In particular, XO proposed that "[i]n the event of a stay, or reversal and vacatur, CLEC shall purchase and access UNEs and related services in accordance with the term of the Agreement and the remaining effective terms of this Amendment, and/or, at CLEC's option, SBC-13State's tariffs and SGATs." *TRO* Amendment, ¶ 5(b) (attached as Exhibit 2 to SBC's Response to XO's arbitration petition). In other words, XO negotiated this issue with SBC, and thus the issue is subject to arbitration.

Moreover, XO's proposed language, on the "merits," is an inappropriate manner in which to implement the requirements of the *TRO*. In the event the *TRO* is stayed, reversed or vacated, XO proposes giving itself a free ticket to decide which portions of the agreement and the *TRO* Amendment it will comply with, and which it will opt to disregard. That clearly would be inappropriate. Rather, like all changes of law, a vacatur, reversal, or stay of the *TRO* should be handled through a defined change of law process that allows both parties to negotiate how the change should be incorporated. That is precisely what SBC's language provides.

Issue SBC-14: Issue SBC-14 concerns whether the performance measures plan previously adopted by the Commission to govern the provision of UNEs continues to apply to a UNE that has been "declassified." SBC's proposed language provides that if a particular UNE has been "declassified," then "SBC-13State will have no obligation to report on or pay remedies

for any measures associated with such network element.” *TRO* Amendment, ¶ 7. This issue is related to implementation of the *TRO* because the *TRO* “declassifies” several network elements, including enterprise switching, OCn loops and transport, and entrance facilities. To “implement [those] changes in law brought about by the *TRO*” (*XO* Motion at 4), the parties’ existing agreement must be modified so that the practical consequences of eliminating certain UNEs from the agreement are addressed. In this case, the practical consequence is that the performance plan established to govern the provision of UNEs cannot (by definition) apply to network elements that are no longer UNEs. While there may be issues that *XO* wants to address as this question is considered in this arbitration, those concerns are properly examined in the arbitration itself. The issue is not so clearly unrelated to the elimination of UNEs that *XO* should be permitted to foreclose examination of this issue by means of a motion to dismiss.

V. The Commission Should Address The *USTA II* Issues Raised In This Arbitration.

XO also asserts that Issues SBC-1, 2, 12, 13, and 14 should be “dismissed” because SBC is attempting to “implement prematurely the *USTA II* decision” and any “issues relating to the *USTA II* decision are not properly included in this arbitration.” *XO* Motion at 8-9. *XO*’s assertion is without merit.

First, most of these five SBC issues concern contract language that has nothing to do with *USTA II*, notwithstanding *XO*’s attempt to lump all the issues together. The contract language at stake in Issues SBC-13 and 14 does not even mention *USTA II*, or attempt to “implement” that decision in any way. Rather, this language clarifies what happens, in general, if the *TRO* is stayed, reversed, or vacated, (SBC-13), and clarifies the relationship between the performance measures plan and the “declassification” of a UNE (SBC-14). Similarly, the contract language in Issue SBC-1 does not mention *USTA II* or attempt to “implement” that decision, but merely makes clear that SBC is required to provide only “lawful” UNEs, and not

those that have been “declassified.” And while the contract language in Issue SBC-12 explicitly mentions *USTA II*, it does not attempt to “implement” that decision. To the contrary, that language specifies that the parties are not waiving their rights with respect to *USTA II* to the extent that decision is *not* incorporated into the *TRO* Amendment. In short, only one of the issues (Issue SBC-2) could fairly be characterized as “implementing” *USTA II*.

Second, XO’s contention that issues related to *USTA II* are not “ripe for adjudication” is without merit. The contract language at stake in Issue SBC-2 defines “declassification” and identifies the network elements already declassified. *USTA II* is listed as one of several examples of decisions that declassify certain network elements, and one proposed sentence expressly identifies the network elements declassified as of the issuance of the *USTA II* mandate. The mandate issued on June 16, 2004, so SBC is certainly entitled to propose language in the agreement that discusses what the impact of that mandate will be. After all, *USTA II* is an effective, controlling decision. Contrary to XO’s suggestion, the Commission may not ignore *USTA II* in this arbitration, and thus SBC’s proposed language is appropriately included in the arbitration.

It is well-settled that a federal court reviewing a state commission decision under the 1996 Act, such as the Commission decision that will conclude this arbitration, must “apply all valid, implementing FCC regulations now in effect [at the time of review] . . . to the disputed interconnection agreements,” regardless of what regulations were previously in effect. *US West Comms. v. Jennings*, 304 F.3d 950, 958 (9th Cir. 2002). *See also id.* at 956 (“we conclude that we must ensure that the interconnection agreements comply with current FCC regulations, regardless of whether those regulations were in effect when the [state commission] approved the agreements”); *Pacific Bell v. Pac West Telecomm, Inc.*, 325 F.3d 1114, 1130 n.14 (9th Cir. 2003)

("all valid implementing regulations in effect at the time that we review district court and state regulatory commission decisions, including regulations and rules that took effect after the local regulatory commission rendered its decision, are applicable to our review of interconnection agreements"); *Indiana Bell Tel. Co. v. McCarty*, 362 F.3d 378, 388 (7th Cir. 2004) (same). Just like a reviewing court, the Commission must apply the law in effect at the time of its decision – which in this case includes *USTA II*.⁵ In other words, the Commission cannot lawfully purport to implement requirements from the *TRO* that have been declared unlawful and vacated; it must take into account the effect of *USTA II*, just as SBC's proposed contract language does.

VI. Conclusion

For the foregoing reasons, the Commission should deny XO's Motion to Dismiss Arbitration Issues and Strike Related Contract Language Proposed by SBC.

June 16, 2004

Respectfully submitted,

ILLINOIS BELL TELEPHONE COMPANY d/b/a
SBC ILLINOIS

By: _____

One of its Attorneys

Theodore A. Livingston
Dennis G. Friedman
Mayer, Brown, Rowe & Maw, LLP
190 South LaSalle Street
Chicago, IL 60603
(312) 782-0600

Mark R. Ortlieb
Karl B. Anderson
SBC Illinois
225 W. Randolph, 25 D
Chicago, IL 60606
(312) 727-2415

⁵ The D.C. Circuit rejected all requests to stay the issuance of its mandate further, and directed its clerk to issue the mandate today, June 16, 2004.

CERTIFICATE OF SERVICE

I, Mark R. Ortlieb, an attorney, certify that a copy of the foregoing **SBC ILLINOIS' RESPONSE TO XO'S MOTION TO DISMISS ARBITRATION ISSUES AND STRIKE RELATED CONTRACT LANGUAGE PROPOSED BY SBC** was served on the service list via electronic transmission on June 16, 2004.

Mark R. Ortlieb

SERVICE LIST
DOCKET NO. 04-0371

Karl B. Anderson
Corporate/Legal
Ameritech Illinois
225 West Randolph, Floor 25D
Chicago, IL 60606

E-Mail: ka1873@sbc.com

Matthew L. Harvey
Office of General Counsel
Illinois Commerce Commission
160 N. LaSalle St., Ste. C-800
Chicago, IL 60601-3104

E-Mail: mharvey@icc.state.il.us

Doug Kinkoph
XO Illinois, Inc.
Two Easton Oval, Ste. 300
Columbus, OH 43219

E-Mail: doug.kinkoph@xo.com

Qin Liu
Case Manager
Illinois Commerce Commission
527 E. Capitol Ave.
Springfield, IL 62701

E-Mail: qliu@icc.state.il.us

Stephen J. Moore
Atty. for XO Illinois, Inc.
Rowland & Moore LLP
200 W. Superior St., Ste. 400
Chicago, IL 60610

E-Mail: steve@telecomreg.com

Mark Ortlieb
Illinois Bell Telephone Company
225 W. Randolph, 25D
Chicago, IL 60606

E-Mail: mo2753@sbc.com

Carol P. Pomponio
XO Illinois, Inc.
Concourse Level
303 E. Wacker
Chicago, IL 60601

E-Mail: carol.pomponio@xo.com

Kevin D. Rhoda
Atty. for XO Illinois, Inc.
Rowland & Moore LLP
200 W. Superior St., Ste. 400
Chicago, IL 60610

E-Mail: krhoda@telecomreg.com

Thomas Rowland
Atty. for XO Illinois, Inc.
Rowland & Moore LLP
200 W. Superior St., Ste. 400
Chicago, IL 60610

E-Mail: tom@telecomreg.com

Dennis G. Friedman
Atty. for Illinois Bell Telephone Company
Mayer Brown Rowe & Maw LLP
190 S. LaSalle St.
Chicago, IL 60603-3441

E-Mail: dfriedman@mayerbrown.com