

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

ILLINOIS BELL TELEPHONE COMPANY (SBC ILLINOIS))
and XO COMMUNICATIONS SERVICES, INC. (f/k/a XO Illinois, Inc.))
)
) **05-0527**
Joint Petition for Approval of 12th Amendment to the Interconnection)
Agreement dated August 10, 2005, pursuant to 47 U.S.C. § 252)

VERIFIED STATEMENT OF A. OLUSANJO OMONIYI

My name is A. Olusanjo Omoniyi and I am employed by the Illinois Commerce Commission as a Policy Analyst in the Telecommunications Division. I graduated from Southern Illinois University at Carbondale with a Bachelor of Arts degree in Cinema & Photography and Bachelor of Science degree in Radio-Television in 1987. In 1990, I obtained a Master of Arts degree in Telecommunications and a Juris Doctor in 1994 also from Southern Illinois University at Carbondale. Among my duties as a Policy Analyst is to review negotiated agreements and provide a recommendation as to their approval.

SYNOPSIS OF THE AGREEMENT

The instant agreement between ILLINOIS BELL TELEPHONE COMPANY (“SBC ILLINOIS” or “Carrier”) and XO COMMUNICATIONS SERVICES, INC. (f/k/a XO ILLINOIS, INC.) (“XO COMMUNICATIONS SERVICES, INC.” or “Requesting Carrier”) is the 12th Amendment to the Interconnection Agreement between the parties dated August 10, 2005. The underlying Agreement is amended by updating the 911 and/or E911 provisions in accordance with the requirements of the Commission’s order in Docket 04-0071 which addresses changes to Title 83, Chapter 1, Subchapter F, Part

725, Section 725.810 of the Illinois Administrative Code. The Reseller, XO COMMUNICATIONS SERVICES, INC., agrees to remit the applicable 911 surcharges or fees directly to the applicable municipalities or government agencies for each Resale End User it serves. No later than November 31, 2005, SBC ILLINOIS will cease billing the 911 surcharges to the Reseller on the monthly bill, and SBC ILLINOIS will cease remitting the 911 surcharges to the applicable municipalities or government agencies on the Reseller's behalf. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement but, rather, is coterminous with the underlying Agreement. Except as modified in this Amendment, all other terms and conditions of the underlying Agreement remain unchanged and in full force and effect.

The purpose of my verified statement is to examine the Amendment based on the standards enunciated in Section 252(e)(2)(A) of the 1996 Telecommunications Act. Specifically, this Section states that:

- The State commission may only reject an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that :
- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
 - (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity.

Also, under authority granted the Commission by Section 252(e)(3) of the 1996 Telecommunications Act, this Amendment has been reviewed for consistency with the requirements of the Illinois Public Utilities Act, 220 ILCS 5, and regulations, rules and orders adopted pursuant thereof.

I APPROVAL UNDER SECTION 252(e)

A. DISCRIMINATION

The first issue that must be addressed by the Commission in approving or rejecting a negotiated agreement under Section 252(e)(2)(A) is whether it discriminates against a telecommunications carrier that is not a party to the agreement.

Discrimination is generally defined as giving preferential treatment. In previous dockets, Staff has taken the position that, in order to determine if a negotiated agreement is discriminatory, the Commission should determine if all similarly situated carriers are allowed to purchase the service under the same terms and conditions as provided in the agreement. I recommend that the Commission use the same approach when evaluating this Amendment.

A carrier should be deemed to be similarly situated to XO COMMUNICATIONS SERVICES, INC. for purposes of this agreement if telecommunications traffic is exchanged between such carrier and SBC ILLINOIS for termination on each other's networks and if such carrier imposes costs on SBC ILLINOIS that are no higher than the costs imposed by XO COMMUNICATIONS SERVICES, INC. If a similarly situated carrier is allowed to purchase the service(s) under the same terms and conditions as provided in this contract, then this contract should not be considered discriminatory. Evaluating the term discrimination in this manner is consistent with the economic theory of discrimination. Economic theory defines discrimination as the practice of charging different prices (or the same prices) for various units of a single product when the price differences (or same prices) are not justified by cost. See, Dolan, Edwin G. and David E. Lindsey, Microeconomics, 6th Edition, The Dryden Press, Orlando, FL (1991) at pg.

586. Since Section 252(i) of the 1996 Telecommunications Act allows similarly situated carriers to enter into essentially the same contract, this Amendment should not be deemed discriminatory.

B. PUBLIC INTEREST

The second issue that needs to be addressed by the Commission in approving or rejecting a negotiated agreement under Section 252(e)(2)(A) is whether it is contrary to the public interest, convenience, and necessity. I recommend that the Commission examine the Amendment on the basis of economic efficiency, equity, past Commission orders, and state and federal law to determine if the agreement is consistent with the public interest.

Nothing in this Amendment leads me to the conclusion that the agreement is inequitable, inconsistent with past Commission Orders, or in violation of state or federal law. Therefore, I recommend that the Commission approve this Amendment.

II IMPLEMENTATION

In order to implement the SBC ILLINOIS -XO COMMUNICATIONS SERVICES, INC. Amendment, the Commission should require SBC ILLINOIS to, within five (5) days from the date the Amendment is approved, modify its tariffs to reference the negotiated agreement for each service. Such a requirement is consistent with the Commission's Orders in previous negotiated agreement dockets and allows interested parties access to the Amendment. The following sections of SBC ILLINOIS' tariffs should reference the

SBC ILLINOIS -XO COMMUNICATIONS SERVICES, INC. Amendment: Agreements with Telecommunications Carriers (ICC No. 16 Section 18).

Also, in order to assure that the implementation of the Amendment is in public interest, SBC ILLINOIS should implement the Amendment by filing a verified statement with the Chief Clerk of the Commission, within five (5) days of approval by the Commission, that the approved Amendment is the same as the Agreement filed in this docket with the verified petition; the Chief Clerk should place the Amendment on the Commission's web site under Interconnection Agreements.

For the reasons enumerated above, I recommend that the Commission approve this Amendment pursuant to Section 252(e) of the 1996 Telecommunications Act.

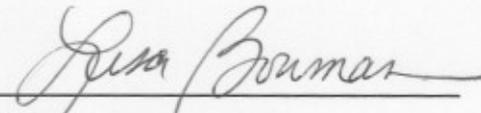
VERIFICATION

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, A. Olusanjo Omoniyi, do on oath depose and state that if called as a witness herein, I would testify to the facts contained in the foregoing document based upon personal knowledge.



SIGNED AND SWORN TO BEFORE ME THIS 2nd DAY OF
September, 2005.



NOTARY PUBLIC

