

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

CBEYOND COMMUNICATIONS, LLC)	Docket No. 10-0188
)	
-VS-)	
)	
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS)	
)	
FORMAL COMPLAINT AND REQUEST FOR DECLARATORY RULING PURSUANT TO SECTIONS 13-515 AND 10-108 OF THE ILLINOIS PUBLIC UTILITIES ACT)	
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)	
)	

JOINT STIPULATION

Cbeyond Communications, LLP (“Cbeyond”), by its attorneys, and Illinois Bell Telephone Company (“AT&T Illinois”), by its attorneys, (collectively, “the parties”) stipulate to the following in the above matter.

STIPULATION

1. The parties’ interconnection agreement (“ICA”) contains rate elements and rates for the service ordering, installation and disconnection of unbundled DS1 Loops.

2. The parties’ ICA contains rate elements and rates for service ordering, installation and disconnection of unbundled dedicated transport (“UDT”).

3. The Telecommunications Act of 1996 sought to encourage competition in the telephone marketplace, in part, by requiring Incumbent Local Exchange Carriers (“ILECs”), such as Illinois Bell Telephone Company (“AT&T”), to lease certain facilities to Competitive Local Exchange Carriers (“CLEC”). Those facilities are referred to as Unbundled Network Elements (“UNEs”).

4. Some CLECs operate as “facilities-based CLECs” while others operate as “resellers.” This dispute concerns Cbeyond operating as a “facilities-based CLEC.” Cbeyond has represented that the only parts of Cbeyond’s network that it leases from AT&T are (1) the “last mile” of telephone wires to the customer (called the “loop”); (2) collocation space in AT&T wire centers; and (3) wires from one AT&T wire center to another AT&T wire center (called “transport”).

5. The Federal Communications Commission (“FCC”) has prescribed rules governing the facilities ILECs must lease to CLECs and setting forth the pricing standard governing the leasing of such facilities. One of the FCC’s rules provides that ILECs must combine certain UNEs for CLECs (called combinations). One combination is called an Enhanced Extended Link (“EEL” pronounced like the aquatic “eel”). As defined in the parties’ Third Amendment to the ICA, approved in Docket No. 05-0844, Section 0.1.19, an EEL is a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities). The unbundled DS1 loop portion of an EEL is defined in Schedule 9.2.1 and Section 9.2.1.1 of the ICA, and Section 0.1.13 of the Third Amendment to the ICA, approved in Docket No. 05-0844. The unbundled transport portion of an EEL is defined in Schedule 9.2.7 and Section 9.2.7.7.1 of the ICA, and Section 0.1.16 of the Third Amendment to the ICA, approved in Docket No. 05-0844.

6. All customers are attached to (served by) a wire center. “Wire centers” are buildings typically owned or leased by the ILEC where, among other things, telephone wires are aggregated. Wire centers are connected to each other by wires called “transport”. CLECs (like

Cbeyond) lease space (or “Collocate”) in wire centers in order to house equipment they use for interconnection or access to UNEs. Sometimes, CLECs choose not to collocate in every wire center. In those instances, the CLEC may use a combination of the wire from the wire center to the customer (“the loop”) in combination with the wire between the customer-serving wire center and the wire center where the CLEC is collocated (“transport”) to attach the CLEC network to the customer.

7. Cbeyond has at times sought to rearrange the way its network is configured or “groom” its network. For instance, when there are a certain number of EELs from one wire center to another, Cbeyond has sought to aggregate the transport portion of the EELs into a single, larger capacity transport facility. In such instances, Cbeyond has requested that AT&T “rearrange” or “groom” the transport portion of a number of EELs.

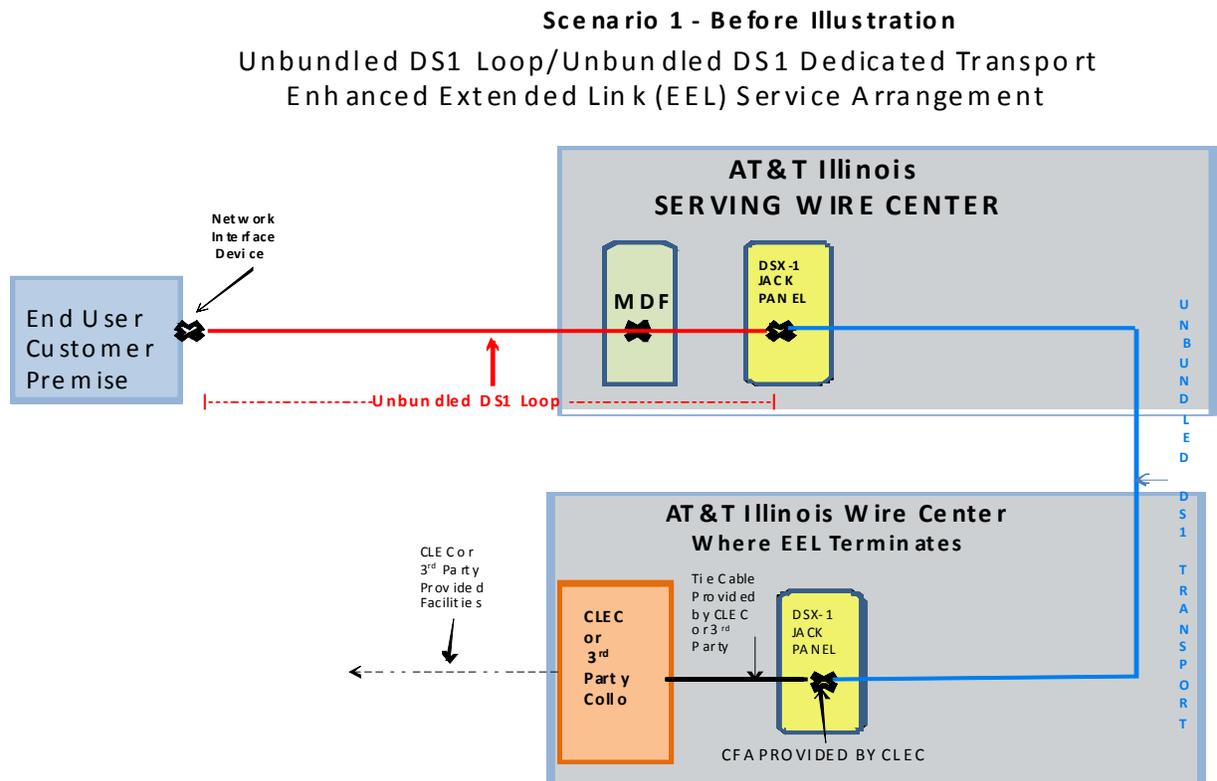
8. The below chart is an example of a grooming project. Once the “before network” reaches 16 customers served by 1.5 Mbps capacity loops (called a T1 or DS1) combined with the same sized transport, Cbeyond might seek to aggregate those 16 DS1 transport links into a single larger connection (e.g. a 45 Mbps or DS3) to create the “after network.”

Before Network			After Network	
Loop	Transport		Loop	Transport
1.5 Mbps	1.5 Mbps	Groomed To →	1.5 Mbps	45 Mbps
1.5 Mbps	1.5 Mbps		1.5 Mbps	
1.5 Mbps	1.5 Mbps		1.5 Mbps	
1.5 Mbps	1.5 Mbps		1.5 Mbps	
1.5 Mbps	1.5 Mbps		1.5 Mbps	
1.5 Mbps	1.5 Mbps		1.5 Mbps	
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1.5 Mbps	1.5 Mbps		1.5 Mbps	
1.5 Mbps	1.5 Mbps		1.5 Mbps	
1.5 Mbps	1.5 Mbps		1.5 Mbps	

9. It is not uncommon for an EEL “rearrangement” (or grooming project) to involve Cbeyond disconnecting all the transport with AT&T and moving the transport (here the 16 separate 1.5 Mbps transport facilities) to new transport facilities provided by a third party.

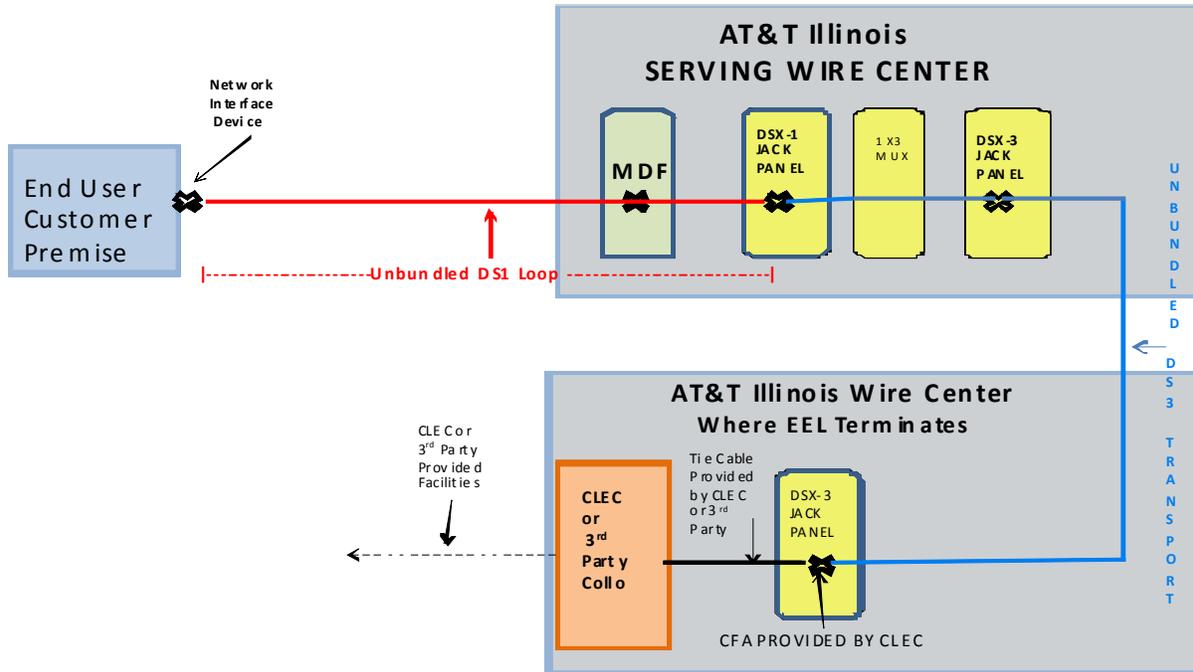
10. The issue in this case is what charges apply under the parties' interconnection agreement ("ICA") under the following two different scenarios:

a. The first scenario ("Scenario 1") is when Cbeyond wants to change the UDT portion of an existing EEL. In this scenario, Cbeyond wants AT&T to disconnect the UDT portion of an existing EEL, Cbeyond wants AT&T to install new UDT, and Cbeyond wants the new UDT connected to the unbundled DS1 Loops that were previously connected to the old UDT (or said another way, Cbeyond wants the existing, unbundled DS1 Loops that were connected to the old UDT to be connected to the new UDT). In this scenario, a new EEL is created.¹



¹ The dark X's in the AT&T Illinois wire center boxes represent cross-connections.

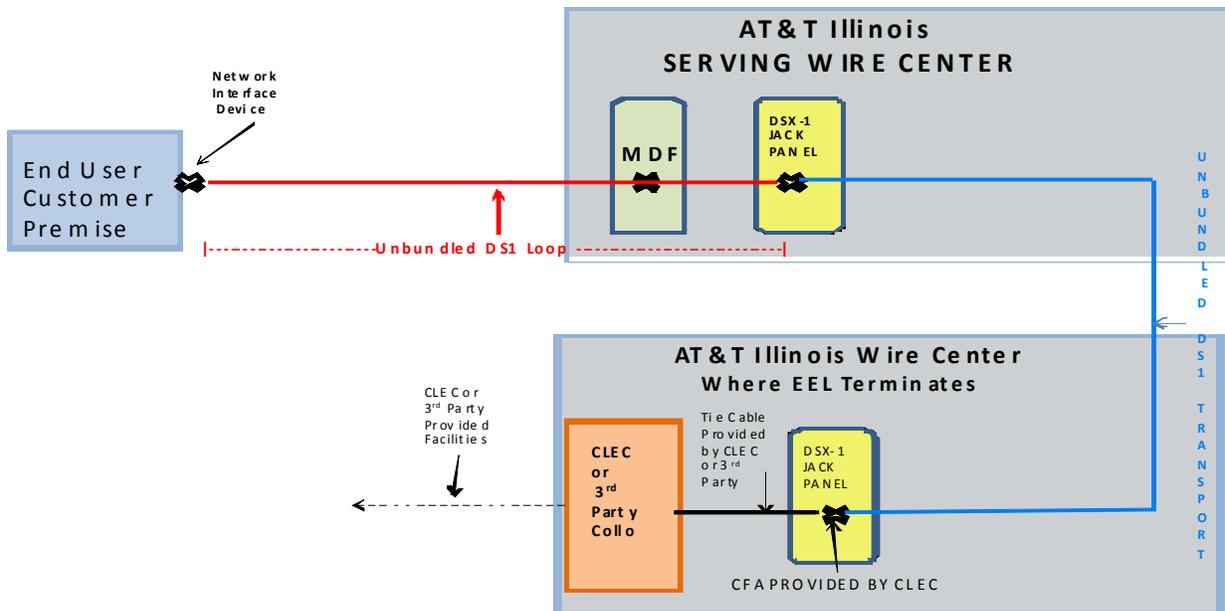
Scenario 1 – After Illustration
 Unbundled DS1 Loop/Unbundled DS3 Dedicated Transport
 Enhanced Extended Link (EEL) Service Arrangement



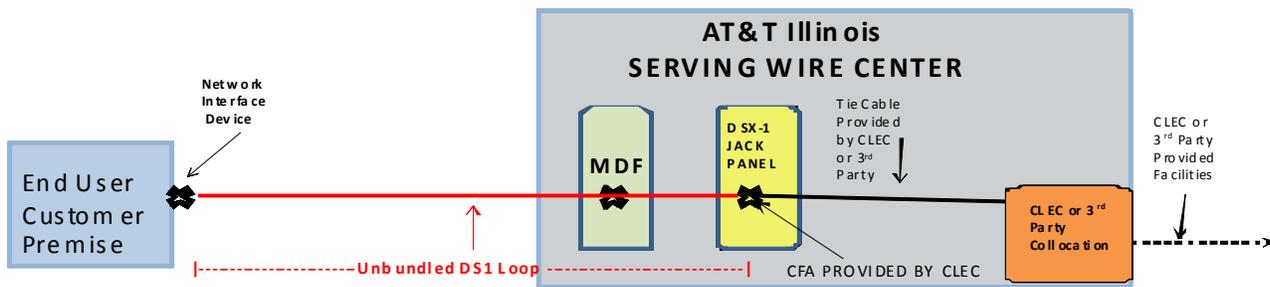
In Scenario 1, AT&T bills Cbeyond the nonrecurring (service ordering, disconnection and installation) charges for both parts of the EEL combination: the UDT (which Cbeyond does not dispute) and the Loop (which Cbeyond does dispute).

b. The second scenario ("Scenario 2") is when Cbeyond wants to remove the UDT portion of an existing EEL. In this scenario, Cbeyond wants AT&T to disconnect the UDT portion of an existing EEL and Cbeyond wants AT&T to connect the existing, unbundled DS1 Loop(s) to Connecting Facility Assignment(s) associated with facilities located in a collocation in the serving wire center. In this scenario, no new EEL is created; AT&T is instead providing a standalone DS1 Loop.

Scenario 2 - Before Illustration
 Unbundled DS1 Loop/Unbundled DS1 Dedicated Transport
 Enhanced Extended Link (EEL) Service Arrangement



Scenario 2 - After Illustration
 Unbundled DS1 Loop to CLEC or 3rd Party Collocation



In Scenario 2, AT&T bills Cbeyond the nonrecurring charges for both parts of the EEL: the service ordering and disconnection charges for the UDT portion (which Cbeyond does not dispute) and the service ordering, disconnection and installation charges for the Loop portion (which Cbeyond does dispute).

c. In both of the above two scenarios, Cbeyond disputes AT&T Illinois' requirement that Cbeyond order the disconnection of the loop and the re-installation of the loop to change or remove the transport portion of the combination. Cbeyond contends that when the UDT portion of an EEL is changed, no loop service ordering, disconnection and installation charges contained in the ICA Pricing Schedule are appropriate and applicable.

d. In both of the above two scenarios, AT&T takes the position that, under the ICA, Cbeyond must pay the charges associated with disconnecting the existing EEL combination and connecting a new EEL combination or other UNE.

11. Cbeyond asserts that the dispute must be analyzed in the context of the entire interconnection agreement and federal law. The portions of the ICA that Cbeyond believes are particularly relevant to this dispute are:

a. Third Amendment to the ICA, approved in Docket No. 05-0844, Section 5, Section 6.0 (6.1 in particular)

b. Article 9, Section 9.1 (Section 9.1.1 and 9.1.3 in particular), Section 9.3 (9.3.1, 9.3.2.5, 9.3.3.1, 9.3.3.4 and 9.3.6 in particular)

- c. Attachment A Pricing Schedule (DS1 and DS3 Interoffice Transport in particular).
- d. Section 9.2.1 (9.2.1.3.5 in particular)
- e. Section 9.2.7 (9.2.7.7 in particular).

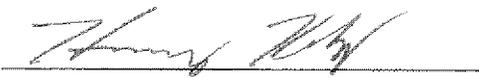
Cbeyond reserves the right to rely on other portions of the parties' interconnection agreement and its amendments based on arguments made by AT&T.

12. AT&T asserts that the dispute must be analyzed in the context of the entire interconnection agreement. Based on Cbeyond's allegations, AT&T believes that the following portions of the ICA are relevant to this dispute, but reserves the right to rely on any and all sections of the ICA:

- a. Sections 1.7.1.2 and 1.7.2 of the General Terms and Conditions
- b. Sections 9.3.3.1.1, 9.3.3.4, and 9.5.4 of the UNE Appendix
- c. First Amendment to the ICA, approved in Docket No. 05-0147
- d. Third Amendment to the ICA, approved in Docket No. 05-0844
- e. Fifth Amendment to the ICA, approved in Docket No. 07-0353.

Dated: June 30, 2010

Respectfully Submitted,

ILLINOIS BELL TELEPHONE COMPANY	CBeyond COMMUNICATIONS, LLC
By: 	By: 
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SECTIONS 13-515 AND 10-108 OF THE)	
ILLINOIS PUBLIC UTILITIES ACT)	

NOTICE OF FILING

Please take notice that on June 30, 2010, we caused to be filed via electronic mail with the Illinois Commerce Commission, **Joint Stipulation**. A copy of the foregoing documents are hereby served upon you.

/s/ Henry T. Kelly
Henry T. Kelly, attorney for
Cbeyond Communications, LLC

CERTIFICATE OF SERVICE

I, Henry T. Kelly, on oath state that I served this **Notice of Filing** and a copy of the **Joint Stipulation**, on the attached service list via electronic mail on June 30, 2010.

/s/ Henry T. Kelly
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