

# **EXHIBIT 21**

**STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION**

**CBEYOND COMMUNICATIONS, LLC** )  
 )  
**-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** )

**Docket No. 10-0188**

**EXHIBIT B**  
**AFFIDAVIT OF GREG DARNELL**  
**ON BEHALF OF CBEYOND COMMUNICATIONS, LLC**

**PUBLIC**

is not appropriate for AT&T Illinois to charge Cbeyond for something Cbeyond already has and has already paid for, but that is exactly what AT&T Illinois has done and continues to do.

28. Because of the sheer volume of circuits, orders and disputed charges involved in this complaint, it would not be productive to address this dispute on a circuit by circuit, or order by order, basis in this affidavit. Exhibits GJD-1, GJD-2 and GJD-3, do, however, substantiate and support all of the statements made in this affidavit. To efficiently address and substantiate Cbeyond's claim in this affidavit, I have sampled circuits listed on these exhibits (the same DS1 circuits are in all three exhibits) and have performed a detailed analysis on the circuits' provisioning, billing and payment history.

29. This analysis shows that Cbeyond ordered clear channel DS1 circuits from AT&T Illinois to provide a DS1 transmission path from end user premises to connect with connecting facility assignment designated to Cbeyond facilities at a collocation located in a wire center that is not AT&T Illinois' SWC for the loops. The analysis shows that AT&T Illinois billed Cbeyond the following charges to have these DS1 circuits connected: DS1 Loop Service Order and provisioning connection nonrecurring charges, DS1 Transport Service ordering and provisioning connection nonrecurring charges, and Clear Channel Capability nonrecurring charges. The analysis also shows that Cbeyond paid those charges.<sup>52</sup>

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<sup>52</sup> Cbeyond disputes the Clear Channel Capability nonrecurring charge imposed on the initial connection of the circuit; however, this disputed initial Clear Channel Capability nonrecurring charge is not included in this complaint. At this time, Cbeyond has not filed a formal complaint against AT&T Illinois for its erroneous billing of CCC nonrecurring charges at the initial establishment of the clear channel DS1 circuit. Included in this formal complaint are only the clear channel capability nonrecurring charges that AT&T Illinois has billed when the transport portion of previously installed DS1 circuit was groomed.

STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION

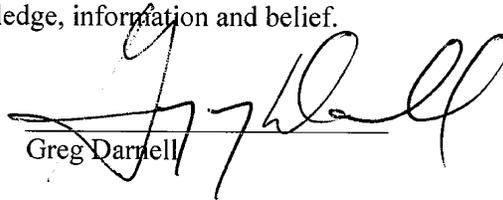
Cbeyond Communications, LLC )  
-vs- )  
Illinois Bell Telephone Company d/b/a )  
AT&T Illinois )  
 )  
Formal Complaint and Request for )  
Declaratory Ruling pursuant to Sections )  
13-515 and 10-108 of the Illinois Public )  
Utilities Act )

Docket No. 10-0188

STATE OF Georgia )  
 ) SS.  
COUNTY OF Cobb )

VERIFICATION OF GREG DARNELL

I, Greg Darnell, being duly first duly sworn and on oath state that I am the Director of Carrier Relations for Cbeyond Communications, LLC, and am competent to testify that I have examined the Affidavit of Greg Darnell submitted to the Illinois Commerce Commission on August 13, 2010, that I am familiar with facts sets forth in the Affidavit, and those facts are true and correct to the best of my knowledge, information and belief.

  
\_\_\_\_\_  
Greg Darnell

Subscribed and sworn before me  
This 13 day of August 2010

*Jayna L. Bell, Notary Public*

