

**BEFORE
THE ILLINOIS COMMERCE COMMISSION**

ILLINOIS INTRANETWORKS, INC.)	
)	
<i>Complainant,</i>)	
)	
vs.)	Docket No. 01- _____
)	
ILLINOIS BELL TELEPHONE COMPANY,)	
d/b/a AMERITECH ILLINOIS,)	
)	
<i>Respondent.</i>)	

**VERIFIED COMPLAINT AND REQUEST
FOR EMERGENCY RELIEF**

Illinois IntraNetworks, Inc. ("Illinois IntraNetworks" or "the Company"), by its undersigned attorneys, brings this verified Complaint against Illinois Bell Telephone Company, d/b/a Ameritech Illinois ("Ameritech"), pursuant to Sections 13-514, 13-515 and 13-516 of the Illinois Public Utilities Act ("PUA") and 83 Ill. Admin. Code Part 766. In short, the Company seeks immediate declaratory and injunctive relief against Ameritech's arbitrary and illegal decision to prohibit adoption of a legal and enforceable Interconnection Agreement entered into and approved by this Commission. Ameritech's refusal to allow adoption of a currently existing and approved interconnection serves as a per se barrier to competition prohibited by the terms of the Illinois Public Utilities Act and Section 252(i) of the Federal Communications Act.

Parties

1. Illinois IntraNetworks, Inc. is an Illinois corporation with its principal place of business at 331 Fulton, Suite 840, Peoria, Illinois 61602. The Company is a competitive local exchange carrier ("CLEC") certified by the Illinois Commerce

Commission to provide resold and facilities-based local and interexchange telecommunications services in Illinois.

2. Illinois Bell Telephone Company, d/b/a Ameritech Illinois (“Ameritech”) is an Illinois corporation with its principal place of business at 225 West Randolph St., Chicago, Illinois. Ameritech is a wholly-owned subsidiary of Ameritech Corporation, headquartered in Chicago, which is in turn a wholly-owned subsidiary of SBC Corporation, headquartered in San Antonio, Texas. Ameritech is an incumbent local exchange carrier (“ILEC”), authorized to provide local and intraMSA interexchange telecommunications services in Illinois within its designated service territory.

3. Upon information and belief, SBC/Ameritech Industry Markets is a division of SBC Corporation with its principal place of business at 350 North Orleans, Chicago, Illinois. Upon further information and belief, SBC/Ameritech Industry Markets is authorized by Ameritech to negotiate the terms of the interconnection agreement between Illinois IntraNetworks, Inc. and Ameritech.

Factual Background

4. On February 15, 2001, the ICC entered an Order in ICC Docket No. 01-0123 granting a certificate of service authority to Illinois IntraNetworks, Inc. by finding that the Company possessed the requisite financial, technical and managerial qualifications to serve as both a resold and facilities-based provider of telecommunications services in the State of Illinois.

5. On March 21, 2001, Illinois IntraNetworks submitted a letter to SBC Corporation requesting that SBC initiate the process whereby Illinois IntraNetworks will adopt the terms and conditions of an existing interconnection agreement in Illinois, as the

Company is permitted under Section 252(i) of the Federal Telecommunications Act, 47 U.S.C.A. § 252(i). (A copy of that correspondence is attached hereto as Exhibit A.)

6. On March 27, 2001, SBC Corporation notified Illinois IntraNetworks that it had received the Company's request for interconnection and informed Illinois IntraNetworks that Ms. Kathy Karavidas of SBC/Ameritech Industry Markets would serve as the lead negotiator assigned to the adoption of the existing interconnection agreement. (A copy of that correspondence is attached hereto as Exhibit B.)

7. On May 3, 2001, Illinois IntraNetworks informed Ms. Karavidas of the Company's intention, pursuant to Section 252(i) of the Federal Communications Act, to adopt the terms of the Focal Communications Interconnection Agreement that was adopted by the Illinois Commerce Commission on or about October 4, 2000 (hereinafter the "Focal Agreement") to serve as the underlying agreement between Illinois IntraNetworks and Ameritech. Further, Illinois IntraNetworks informed Ms. Karavidas that, at the same time as the Illinois IntraNetworks Interconnection Agreement was being prepared, the Company would also like to prepare an amendment to its underlying interconnection agreement by replacing Section 9 of the Illinois IntraNetworks Interconnection Agreement (excluding Section 9.6) and its related schedules with Section 9 of the Z-Tel Interconnection Agreement approved by the Commission (excluding Section 9.6) and its related schedules. (A copy of that correspondence is attached hereto as Exhibit C.)

8. On May 7, 2001, Ms. Karavidas left a voicemail message with Illinois IntraNetworks' counsel acknowledging the May 3, 2001 correspondence and informed Illinois IntraNetworks that SBC is in the process of preparing the documents. Ms.

Karavidas further informed Illinois IntraNetworks that it anticipated a 90-day timeframe for Commission approval of an adopted interconnection agreement. Ms. Karavidas further informed Illinois IntraNetworks that the adoption of the first amendment language in Section 9 of the Illinois IntraNetworks Interconnection Agreement would proceed on a simultaneous timeframe.

9. Despite the commitments made by Ameritech, SBC continues to refuse to allow Illinois IntraNetworks to adopt the terms and conditions of the Focal Agreement.

10. Upon information and belief, Ameritech claims that the April 18, 2001 Order on Remand of the Federal Communications Commission in *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-carrier Compensation for ISP-Bound Traffic*; CC Docket 96-98, 99-68 (“FCC Recip. Comp. Order”) precludes Illinois IntraNetwork from adopting the provisions of the Focal Interconnection Agreement. There, the FCC held that traffic delivered to an Internet service provider (“ISP”) is predominantly interstate access traffic and established a cost-recovery mechanism for the exchange of such traffic upon notification from the incumbent local exchange carrier that it would adopt the mechanism.

11. According to the terms of the FCC Recip. Comp. Order, local exchange carriers can choose whether to adopt the FCC-adopted rate cap for intercarrier compensation, or may choose the reciprocal compensation rates reflected in the arbitrated or negotiated interconnection agreements:

the rate caps for ISP-bound traffic (or such lower rates as have been imposed by states commissions for the exchange of ISP-bound traffic) apply only if an incumbent LEC offers to exchange all traffic subject to section 251(b)(5) at the same rate. An incumbent LEC that does not offer to exchange section 251(b)(5) traffic at these rates must exchange ISP-bound traffic at the state-approved or state-negotiated reciprocal compensation rates reflected in their contracts.

FCC Recip. Comp. Order, ¶ 8.

12. Ameritech has chosen to not adopt the rate caps adopted by the Commission in the Recip. Comp. Order, and instead has chosen to adopt the rates incorporated in ICC-approved interconnection agreements as the prevailing rate for reciprocal compensation in Illinois. Ameritech has determined that for traffic terminating from Focal Communications to its own network, that the reciprocal compensation rates in the Focal Agreement would apply.

13. The FCC held that CLECs may invoke Section 252(i) to opt into an existing interconnection agreement for the rates for the exchange of ISP-bound traffic up to the date that the regulations adopted by the Recip. Comp. Order were published in the Federal Register. *FCC Recip. Comp. Order*, ¶ 82; see also, Federal Register, page 26803, ¶ 17.

14. Illinois IntraNetworks opted-in to the Focal Agreement on May 3, 2001.

15. The FCC Recip. Comp. Order was published in the Federal Register on May 15, 2001.

16. Pursuant to Section 13-515(c) and (d)(2), Illinois IntraNetworks notified Ameritech of the violations alleged herein and offered Ameritech the opportunity to remedy the situation by allowing Illinois IntraNetworks to opt into the Focal Agreement. On August 22, 2001, Illinois IntraNetworks contacted counsel for Ameritech via letter and again demanded Ameritech honor its duties under Section 252(i) of the Federal Communications Act and prepare and submit the Illinois IntraNetworks' Interconnection Agreement for Commission approval. (Exhibit D.) At the time of filing this Complaint, and after more than five months after requesting the adoption of an interconnection

agreement, Ameritech continues to deny Illinois IntraNetworks the opportunity to adopt the terms of interconnection contained in the Focal Agreement.

Legal Claim

17. Section 13-514 of the Illinois Public Utilities Act (PUA) provides, in relevant part, as follows:

Sec. 13-514. Prohibited Actions of Telecommunications Carriers. A telecommunications carrier shall not knowingly impede the development of competition in any telecommunications service market. The following prohibited actions are considered per se impediments to the development of competition; however, the Commission is not limited in any manner to these enumerated impediments and may consider other actions which impede competition to be prohibited:

* * *

(6) unreasonably acting or failing to act in a manner that has a substantial adverse effect on the ability of another telecommunications carrier to provide service to its customers;

* * *

(8) violating the terms of or unreasonably delaying implementation of an interconnection agreement entered into pursuant to Section 252 of the federal Telecommunications Act of 1996 in a manner that unreasonably delays, increases the cost, or impedes the availability of telecommunications services to consumers.

* * *

(10) unreasonably failing to offer network elements that the Commission or the Federal Communications Commission has determined must be offered on an unbundled basis to another telecommunications carrier in a manner consistent with the Commission's or Federal Communications Commission's orders or rules requiring such offerings.

220 ILCS 5/13-514.

18. By denying Illinois IntraNetworks the ability to opt into the Focal Interconnection Agreement, Ameritech has knowingly impeded the development of competition in Illinois in the local exchange market, in violation of Section 13-514 of the Illinois Public Utilities Act, 220 ILCS 5/13-514.

19. By denying Illinois IntraNetworks the ability to opt into the Focal Interconnection Agreement, Ameritech has had an adverse effect on the ability of another telecommunications carrier to provide service to its customers, in violation of Section 13-514(6) of the Illinois Public Utilities Act, 220 ILCS 5/13-514(6).

20. By denying Illinois IntraNetworks the ability to opt into the Focal Interconnection Agreement, Ameritech has unreasonably delayed implementation of an interconnection agreement adopted by Illinois IntraNetworks pursuant to Section 252(i) of the Federal Communications Act, in a manner that unreasonably delays, increases the cost, and impedes the availability of telecommunications services to consumers. This conduct by Ameritech is a violation of Section 13-514(8) of the Illinois Public Utilities Act, 220 ILCS 5/13-514(8).

21. By denying Illinois IntraNetworks the ability to opt into the Focal Interconnection Agreement, Ameritech has unreasonably failed to offer network elements that the Commission or the Federal Communications Commission has determined must be offered on an unbundled basis to another telecommunications carrier in a manner consistent with the Commission's or Federal Communications Commission's orders or rules requiring such offerings. This conduct by Ameritech is a violation of Section 13-514(10) of the Illinois Public Utilities Act, 220 ILCS 5/13-514(10).

22. As a direct and proximate result of Ameritech's violation of Section 13-514 of the Illinois Public Utilities Act, Illinois IntraNetworks has sustained and continues to sustain irreparable harm and damages. More specifically, Illinois IntraNetworks has been unlawfully delayed in its ability to serve customers in and around the Peoria Illinois local exchange market. Without an Interconnection Agreement, Ameritech will not allow

Illinois IntraNetworks to set up an EDI interface for submission of customer orders, will not allow Illinois IntraNetworks the ability to test OSS provisioning systems, and will not allow Illinois IntraNetworks to exchange ISP-bound traffic at the intercarrier compensation rates set forth in the Focal Interconnection Agreement.

23. Ameritech is required to execute the documents necessary for Illinois IntraNetworks, Inc. to opt into the terms and conditions of interconnection equal to the terms and conditions of interconnection of Focal Communications, with an amendment to incorporate Article 9 (except Section 9.6) from the ZTel Interconnection Agreement. Drafts of the interconnection agreement and First Amendment are attached hereto as Exhibits E and F.

24. The Illinois IntraNetworks Interconnection Agreement attached hereto as Exhibit E, and the proposed First Amendment attached hereto as Exhibit F are nondiscriminatory.

25. It is in the public interest for the Commission to adopt the Illinois IntraNetworks Interconnection Agreement attached hereto as Exhibit E, and the proposed First Amendment, attached as Exhibit F.

26. The Commission must approve the Illinois IntraNetworks Interconnection Agreement attached hereto as Exhibit E, and the proposed First Amendment attached as Exhibit F pursuant to 47 U.S.C. § 252(e).

REQUEST FOR EMERGENCY RELIEF PURSUANT TO 220 ILCS 5/13-515(e).

27. 220 ILCS 5/13-515(e) grants the Illinois Commerce Commission the authority to issue emergency relief if there is a violation of Section 13-514 of the Illinois

Public Utilities Act that has a substantial adverse effect on the ability of the complainant to provide service to customers:

(e) If the alleged violation has a substantial adverse effect on the ability of the complainant to provide service to customers, the complainant may include in its complaint a request for an order for emergency relief. The Commission, acting through its designated hearing examiner or arbitrator, shall act upon such a request within 2 business days of the filing of the complaint. An order for emergency relief may be granted, without an evidentiary hearing, upon a verified factual showing that the party seeking relief will likely succeed on the merits, that the party will suffer irreparable harm in its ability to serve customers if emergency relief is not granted, and that the order is in the public interest. An order for emergency relief shall include a finding that the requirements of this subsection have been fulfilled and shall specify the directives that must be fulfilled by the respondent and deadlines for meeting those directives. The decision of the hearing examiner or arbitrator to grant or deny emergency relief shall be considered an order of the Commission unless the Commission enters its own order within 2 calendar days of the decision of the hearing examiner or arbitrator. The order for emergency relief may require the responding party to act or refrain from acting so as to protect the provision of competitive service offerings to customers. Any action required by an emergency relief order must be technically feasible and economically reasonable and the respondent must be given a reasonable period of time to comply with the order.

220 ILCS 5/13-515(e) (emphasis added).

28. Ameritech's conduct in violation of Section 13-514, as set forth in paragraphs 18 through 22 above, has a substantial adverse effect on the ability of the complainant to provide service to customers.

I. ILLINOIS INTRANETWORKS HAS A SUBSTANTIAL LIKELIHOOD OF SUCCESS ON THE MERITS THAT THE FCC RECIP. COMP. ORDER PERMITS ILLINOIS INTRANETWORKS TO OPT INTO THE FOCAL INTERCONNECTION AGREEMENT.

29. Illinois IntraNetworks, Inc. is entitled to immediate declaratory and injunctive relief against Ameritech's unlawful refusal to allow Illinois IntraNetworks the ability to opt into the reciprocal compensation provisions of the Focal Communications Interconnection Agreement.

30. The *FCC's Recip. Comp. Order*. adopted a rate cap schedule for intercarrier compensation for ISP-bound traffic. (A copy of the *FCC Recip. Comp. Order* is attached hereto as Exhibit G.) The *FCC's Recip. Comp. Order* established both a rate schedule for ISP-bound intercarrier compensation, as well as a ceiling on the amount of compensation that a Local Exchange Carrier (“LEC”) is entitled to receive for ISP-bound intercarrier compensation. *FCC Recip. Comp. Order*, ¶ 7. However, the FCC recognized that its rate cap schedules were transitional, and the Commission stated that it intends to investigate a bill and keep regulatory mechanism for all intercarrier compensation. *Id.*

A. Ameritech Has Not Yet Adopted the Rate Caps Set Forth In the *FCC's Recip. Comp. Order*.

31. The intercarrier compensation scheme outlined by the FCC is an alternative to the intercarrier compensation terms that carriers had established through interconnection agreements, including compensation for ISP-bound traffic. The FCC held that the rate caps and ceilings on the total amount of compensation received were not mandatory – that Incumbent Local Exchange Carriers could choose to instead be bound by existing ISP-bound intercarrier compensation schemes contained in existing interconnection agreements adopted by state Commissions:

Finally, the rate caps for ISP-bound traffic (or such lower rates as have been imposed by states commissions for the exchange of ISP-bound traffic) apply only if an incumbent LEC offers to exchange all traffic subject to section 251(b)(5) at the same rate. ***An incumbent LEC that does not offer to exchange section 251(b)(5) traffic at these rates must exchange ISP-bound traffic at the state-approved or state-negotiated reciprocal compensation rates reflected in their contracts.***

Id. [emphasis added.]

32. Ameritech has, to date, chosen to reject the reciprocal compensation scheme outlined by the *FCC's Recip. Comp. Order*.

33. Therefore, because Ameritech has chosen to reject the FCC's rate schedule for reciprocal compensation, Illinois IntraNetworks, Inc. has the legal right to opt into existing ICC-approved interconnection agreements, including the Focal Communications Interconnection Agreement.

B. Even Assuming Ameritech has Chosen to Take Advantage of the Rate Caps in the FCC's Recip. Comp. Order, Illinois IntraNetworks Elected to Opt Into the Focal Interconnection Agreement Within the Window Permitted by the FCC.

34. In addition, the FCC held that competing CLECs could choose to opt into an existing interconnection agreement with state-approved ISP-bound intercarrier compensation rates up to the time that the revised regulations are published in the Federal Register:

The interim compensation regime we establish here applies as carriers renegotiate expired or expiring interconnection agreements. It does not alter existing contractual obligations, except to the extent that parties are entitled to invoke contractual change-of-law provisions. . . For this same reason, as of the date this Order is published in the Federal Register, carriers may no longer invoke section 252(i) to opt into an existing interconnection agreement with regard to the rates paid for the exchange of ISP-bound traffic.

FCC Recip. Comp. Order, ¶ 82; see also, Federal Register, page 26803, ¶ 17. The FCC further stated in a footnote that the compensation scheme outlined by its order would be effective 30 days after publication in the Federal Register, but that CLECs' could opt into existing interconnection agreements only up to the date that the revised regulation is published:

This Order will become effective 30 days after publication in the Federal Register. We find there is good cause under 5 U.S.C. § 553(d)(3), however, *to prohibit carriers from invoking section 252(i) with respect to*

rates paid for the exchange of ISP-bound traffic upon publication of this Order in the Federal Register, in order to prevent carriers from exercising opt in rights during the thirty days after Federal Register publication. To permit a carrier to opt into a reciprocal compensation rate higher than the caps we impose here during that window would seriously undermine our effort to curtail regulatory arbitrage and to begin a transition from dependence on intercarrier compensation and toward greater reliance on end-user recovery.

FCC Recip. Comp. Order, fn 154.

35. Illinois IntraNetworks opted-in to the Focal Agreement on May 3, 2001. (Complaint, ¶ 14.) The *FCC Recip. Comp. Order* was published in the Federal Register on May 15, 2001. Federal Register, page 26803, ¶ 17.

36. Even assuming Ameritech has chosen to adopt the rate caps contained in the *FCC's Recip. Comp. Order*, Illinois IntraNetworks elected the Focal Agreement within the window permitted under the *FCC's Recip. Comp. Order*. The FCC unequivocally held that CLECs could opt into existing interconnection agreements pursuant to Section 252(i) of the Federal Communications Act up to May 15, 2001, the date that the revised regulations were published in the Federal Register. *FCC Recip. Comp. Order*, ¶ 82; fn. 155.

II. ILLINOIS INTRANETWORKS WILL CONTINUE TO SUFFER IRREPARABLE HARM IF AMERITECH IS PERMITTED TO CONTINUE TO DELAY INTERCONNECTION.

37. Ameritech's refusal to allow Illinois IntraNetworks the interconnection terms and conditions of the Focal Interconnection Agreement has caused, and continues to cause Illinois IntraNetworks irreparable harm. Illinois IntraNetworks is unable to serve customers, while receiving reciprocal compensation for internet-bound traffic due to Ameritech's unlawful and unreasonable conduct. (Complaint, ¶ 22.) As a direct result

of Ameritech's conduct and breach of its obligations under Section 252(i) of the Federal Communications Act, Illinois IntraNetworks has been hindered in its ability to enter the local exchange market.

38. Failure to enter an emergency order will irreparably harm Illinois IntraNetworks' ability to enter the local exchange market and compete against Ameritech. Without an emergency Order from the Commission mandating that Ameritech execute the interconnection agreement, the company will not be able to provide service to its customers.

III. ENTERING AN ORDER OF EMERGENCY RELIEF IS IN THE PUBLIC INTEREST.

39. Issuing an Order which grants Illinois IntraNetworks emergency relief is in the public interest. The General Assembly has decided that it is in the immediate interest of the people of the State of Illinois that the economic benefits of competition in all telecommunications service markets are realized as effectively as possible. 220 ILCS 5/13-102(f). Further, the General Assembly found that it is the policy of the State of Illinois that the implementation and enforcement of policies that promote effective and sustained competition in all telecommunications service markets should be encouraged. 220 ILCS 5/13-103(f).

40 Ameritech is currently taking advantage of the reciprocal compensation rates for traffic terminating from Focal Communications (and all other carriers that have opted into the Focal Agreement) to its own network. It would be discriminatory and against the public interest for Ameritech to be able to receive the Focal reciprocal

compensation rates for its own traffic, while at the same time forcing other competitive carrier to accept the lower FCC-adopted rate caps.

41. Pursuant to Section 766.100 (a) of the Commission's rules, Illinois IntraNetworks agrees to waive the requirement for a two-calendar day turnaround for full Commission review of the Hearing Examiner's decision. Illinois IntraNetworks agrees to waive the timeline until the next regularly scheduled open meeting of the full Commission.

42. Pursuant to Section 766.15 (a) of the Commission's rules, Illinois IntraNetworks agrees to waive the statutory timeline requirements in Section 13-515(d) of the Act. Illinois IntraNetworks believes the parties and the Hearing Examiner can reach a mutually agreeable schedule for the hearing process.

43. Pursuant to 766.1050 of the Commission's Rules, Illinois IntraNetworks agrees to electronic service to the email addresses listed in the signature section contained herein for any service necessary after the Commission has addressed the requested emergency relief under Section 13-515(e).

WHEREFORE, Illinois IntraNetworks, Inc. respectfully requests that the Commission enter judgment in their favor and against Ameritech, and that the Commission:

- A. Declare that Ameritech's refusal to allow Illinois IntraNetworks to adopt the terms of the Focal Interconnection Agreement is a violation of Sections 13-514(6), 13-514(8) and 13-514(10) of the Illinois Public Utilities Act;
- B. Declare that Ameritech's refusal to allow Illinois IntraNetworks to adopt the terms of the Focal Interconnection Agreement is a violation of Section 252(i) of the Federal Communications Act;

- C. Enter an Order pursuant to 220 ILCS 5/13-515(e) for Emergency Relief declaring that it is unlawful for Ameritech to refuse Illinois IntraNetworks the ability to opt into the terms of the Focal Interconnection Agreement, and require Ameritech to adopt the terms of the Focal Interconnection Agreement with the proposed amendments to Article 9; (A copy of a Draft Order required by Section 766 of the Commission's rules is attached hereto as Exhibit H);
- D. Order Ameritech to sign and submit for approval the Illinois IntraNetworks, Inc.'s adoption of the Focal Interconnection Agreement. For ease of submission, Illinois IntraNetworks has attached to this Complaint a version of the agreement prepared for submission to the Commission for approval as Exhibit E;
- E. Order Ameritech to sign and submit for approval the Illinois IntraNetworks, Inc.'s adoption of the First Amendment to the Illinois IntraNetworks, Inc. Interconnection Agreement. For ease of submission, Illinois IntraNetworks has attached to this Complaint a version of the First Amendment to the Illinois IntraNetworks, Inc. Interconnection Agreement prepared for submission to the Commission for approval as Exhibit F;
- F. Approve the terms of the Illinois IntraNetworks Interconnection Agreement, with the First Amendment that are attached hereto as Exhibits pursuant to Section 252(e).
- G. Award damages to Illinois IntraNetworks, Inc. in an amount to be determined;
- H. Impose a penalty of up to \$30,000 or 0.00825% of Ameritech's gross intrastate annual telecommunications revenue, which is greater, for each violation of the Illinois Public Utilities Act;
- I. Order Ameritech to reimburse Illinois IntraNetworks for its costs in bringing this action including, but not limited to, damages, attorney's fees and any other costs associated with this action;
- J. Order Ameritech to reimburse the Commission for its costs in investigating the issues raised in the Complaint;
- K. Order Ameritech to cease and desist from violating Section 13-514 of the Illinois Public Utilities Act; and,

L. Grant Illinois IntraNetworks such other relief, including the imposition of penalties against Ameritech, as the Commission shall deem appropriate and just.

Respectfully submitted,

ILLINOIS INTRANETWORKS, INC.



By one of its attorneys

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

VERIFICATION OF DUANE DEAN

I, Duane Dean, being first duly sworn and on oath state that I am President of Illinois IntraNetworks, Inc. and as such, am competent to testify on the facts alleged in the Complaint, that I have read the foregoing complaint filed by Illinois IntraNetworks, and that the factual allegations are true and correct to the best of my knowledge and belief.

Duane Dean

Subscribed and sworn to before
me this _____ day of August, 2001.

Notary Public.