

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Petition of )  
 )  
Global NAPs, Inc. )  
 )  
For Arbitration Pursuant to Section 252(b) of ) No. 01-0786  
The Telecommunications Act of 1996 to )  
Establish an Interconnection Agreement with )  
Illinois Bell Telephone Company d/b/a )  
Ameritech Illinois )

**REPLY IN SUPPORT OF MOTION TO STRIKE  
UNTIMELY AND UNAUTHORIZED SUPPLEMENTAL FILING**

Ameritech Illinois respectfully replies as follows to GNAPs’ Opposition to Motion to Strike of Ameritech Illinois:

1. GNAPs’ Supplemental Filing consists of two separate parts: an Issue Matrix and Proposed Contract Language. GNAPs’ Opposition addresses only the Proposed Contract Language; not one word responds to Ameritech’s reasons for striking the Issue Matrix.

2. One reason Ameritech Illinois gave for striking the Issue Matrix is that it purports to link contract language to arbitration issues, and to that extent is a tardy reply to Ameritech’s initial merits brief; if GNAPs disagreed with the linking of contract language to issues that Ameritech conspicuously set forth there, the place for GNAPs to say so was in its reply brief. GNAPs has no answer to this point.

3. GNAPs also has no answer to the other reason Ameritech gave for striking the Issue Matrix – that it includes improper advocacy, *i.e.*, the purported explanations for why GNAPs’ proposed language should be adopted.

4. At a minimum, therefore, the Issue Matrix should be stricken. Ameritech has given strong reasons for doing so, and GNAPs has not even tried to counter them.

5. That leaves the Proposed Contract Language. Now that GNAPs has clarified that that piece does not purport to set forth the language Ameritech is advocating, Ameritech has no concern on that score – it is now a given that the place to look for Ameritech’s language (and Ameritech’s acceptance or rejection of GNAPs’ language) is Ameritech’s January 11 redlines. That being so, however, GNAPs’ Proposed Contract Language is not of much use, because it does not enable one to see both parties’ language side by side.

6. The only conceivable use for GNAPs Proposed Contract Language would be to see GNAPs’ proposed language. But Ameritech’s January 11 redlines already show GNAPs’ proposed language, and GNAPs *still* has not suggested that there is any inaccuracy in the January 11 redlines’ depiction of GNAPs’ language.<sup>1</sup> Thus, GNAPs’ Proposed Contract Language is at best redundant. And, as it turns out, it is worse than, because it apparently includes some improper changes: GNAPs states the language in its new redlines “is *substantially similar*” to the GNAPs language the parties have been arbitrating, and that the “*main difference*” is that GNAPs has deleted the redlining of language that pertained to issues that have settled. What, though, are the other differences – the differences that are not what GNAPs calls the main difference? Whatever they are, they are too late. It is one thing to offer modified contract language while the arbitration is still in progress – even, perhaps,

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<sup>1</sup> GNAPs states that the January 11 redlines show some *Ameritech* language that GNAPs had not previously seen, but GNAPs appropriately does not quarrel with that. If GNAPs had any real concern with supposedly new language that appeared in Ameritech’s January 11 redlines, it had plenty of time to say so early in the proceedings.

at the evidentiary hearing, where the other party can respond to it. But not now, after all the evidence is in and all the briefs have been filed.

7. Accordingly, GNAPs' Proposed Contract Language should be stricken, along with its Issues Matrix. In addition:

8. GNAPs' assertion that it had no obligation to say whether Ameritech's January 11 redlines accurately reflected the parties' competing language is outrageous. Empty formalisms aside (of course there is no "authority" that required GNAPs to respond to those redlines), there is simply no way an arbitration can work if the parties do not cooperate in reaching a common ground at least concerning what it is that they are arbitrating. Simple common sense dictated that if GNAPs had any problems with Ameritech's January 11 redlines, it should have pointed those problems out, preferably before the then-scheduled evidentiary hearing, as Ameritech suggested. The alternative is exactly what we have now: Counter-productive last minute squabbling about what where to look for the contract language the parties are arbitrating.

9. GNAPs is mistaken when it states that its Supplemental Submission is helpful because it eliminates the redlining of language associated with issues that have now settled. All the ALJ and the Commission need to do in order to focus on the right language is to look at the contract sections that Ameritech's briefs link to Issues 1, 2, 3 and 4. Contrary to GNAPs' assertion (at p. 6), no one is going to have to spend time "trying to discern which language applies to the remaining unresolved issues."

WHEREFORE, Ameritech Illinois urges the Commission to promptly strike the Issue Matrix and Final Proposed Contract Language of Global NAPs, Inc., which GNAPs filed in this matter on March 28, 2001.

Dated: April 3, 2002

Respectfully submitted,

AMERITECH ILLINOIS

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CERTIFICATE OF SERVICE

I certify that I caused copies of the foregoing REPLY IN SUPPORT OF MOTION TO STRIKE UNTIMELY AND UNAUTHORIZED SUPPLEMENTAL FILING to be served on this 3d day of April, 2002, on the following persons by e-mail and overnight delivery at the following addresses:

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