



ATTORNEYS AT LAW

Illinois Bell Tel. Co. v. Box et al., 2008 U.S. App. LEXIS 24201 (7th Cir. 2008)

Agreeing with the position taken by Rowland & Moore LLP, the United States Court of Appeals for the Seventh Circuit affirmed the findings of the U.S. District Court for the Northern District of Illinois that AT&T Illinois must provision entrance facilities to competitive carriers at economic cost. The Court agreed that entrance facilities can be properly used for interconnection purposes pursuant to the 1996 Act, stating: “[i]t is enough for us to conclude that federal law permits a state agency to use the TELRIC method to regulate the price for the interconnection services that an ILEC must furnish under §251(c)(2).”

Illinois Bell Telephone Company v. Box et al., 2008 U.S. Dist. LEXIS 61355 (N.D. IL 2008)

Pursuant to its interpretation of federal law, AT&T declared various wire centers in Illinois to be non-impaired. Pursuant to an ICC investigation into AT&T's claims, Rowland & Moore LLP, in conjunction with several parties, successfully challenged AT&T's fiber-based collocater arguments and two of AT&T's wire center non-impairment designations. Rowland & Moore LLP successfully defended the ICC's Order before the United States District Court for the Northern District of Illinois, where the Court upheld the ICC's Order.

Illinois Bell Telephone Co. v. Charles E. Box, et al., United States District Court for the Northern District of Illinois Eastern Division, No. 06-CV-3550 (2007).

Rowland & Moore LLP won a decision in Federal Court regarding an AT&T appeal of the ICC arbitration involving the interconnection agreements between AT&T and competitive carriers. The successful resolution of the rights and terms to obtain entrance facilities benefited CLECs and the conditions under which they could acquire unbundled network elements from AT&T.

Illinois Bell Telephone Company v. CIMCO et al., Appellate Court of Illinois for the First District (1-06-0400)

Agreeing with the position taken by Rowland & Moore LLP on behalf of its clients, the Illinois Court of Appeals for the First District upheld the Commission's decision that CLECs were not required to refund any of the performance measure remedy payments AT&T made to CLECs pursuant to violations of its performance measurements.

Mpower et al. v. Illinois Bell Telephone Co., United States Court of Appeals for the Seventh Circuit, No. 05-3552 & 05-3677 (2006).

Rowland & Moore LLP represented several competitive carriers in a challenge of AT&T's unbundled element rates pursuant to a pricing regime known as Total Element Long Run Incremental Cost (TELRIC) analysis.

Illinois Commerce Commission on its own Motion, Investigation into Illinois Bell Telephone Company's designation of certain of its wire centers as non-impaired, ICC Docket No. 06-0029 (2006).

On behalf of several CLECs, Rowland & Moore LLP initiated this proceeding and subsequently litigated, in several cases, the impact of the FCC non-impairment analysis regarding fiber based collocators and business line counts and the provision of wholesale services.

Access One, Inc., et al., Petition for Arbitration pursuant to Section 252(b) of the Telecommunications Act of 1996 with Illinois Bell Telephone Company to Amend Existing Interconnection Agreements to Incorporate the Triennial Review Order and the Triennial Review Remand Order, ICC Docket No. 05-0442 (2005).

Rowland & Moore LLP initiated an arbitration to amend existing interconnection agreements to incorporate the *Triennial Review Order* and the *Triennial Review Remand Order* on behalf of numerous competitive carriers. The case established the ILEC's new UNE unbundling obligations.

XO Communications Services, Inc. and Allegiance Telecom Inc. v. Illinois Bell Telephone Company, ICC Docket No. 05-0156.

Rowland & Moore LLP filed a complaint on behalf of CLECs challenging AT&T's unilateral implementation of the *TRRO* obligations through the issuance of accessible letters rather than the process required under the interconnection amendments. The ultimate decision was successful on numerous counts, and included the award of costs and attorney fees in the case.

Illinois Bell Telephone Co. v. Erin M. O'Connell-Diaz, et al., United States District Court for the Northern District of Illinois Eastern Division, 05-C-1149 (2006).

This case was initiated by AT&T to challenge the provisions of the Illinois Public Utilities Act that require the ILEC to provide certain unbundled network elements not required to be unbundled by the FCC.

Illinois Bell Telephone Co., et al., Petition for Resolution of Disputed Issues Pursuant to Condition (30) of the SBC/Ameritech Merger Order, ICC Docket No. 01-0120 (Remand) (2006).

Rowland & Moore LLP litigated issues regarding performance remedy payments due to our clients. The ICC proceeding established the standards used to determine if AT&T has performed adequately in its provision of wholesale services to CLECs. The ICC determined that CLECs were owed and properly received remedy payments during disputed time periods in 2002.

Illinois Bell Telephone Co. v. CIMCO Communications, Inc. et al., Performance Measures Remedy Payments – Circuit Court of Cook County, County Department, Chancery Division, Docket 05CH13874 (2006).

Rowland & Moore LLP, in conjunction with several parties, was successful in persuading the Illinois Circuit Court to uphold remedy payments previously paid to our clients by AT&T. The incumbent had paid remedies for failure to meet established performance criteria in the supply of wholesale services pursuant to the orders of the ICC and Illinois law.

XO Communications Services, Inc., Petition for Arbitration of an Amendment to an Interconnection Agreement with SBC Illinois, Inc., ICC Docket No. 05-0763 (2005).

Petition for Arbitration of an Amendment to an Interconnection Agreement with SBC Illinois and to incorporate the findings of the TRRO. Rowland & Moore LLP was successful on several arbitration issues.

Petition for Arbitration of XO Illinois, Inc., ICC Docket No. 04-0371 (2004).

Rowland & Moore LLP litigated several Interconnection Agreement amendments regarding SBC's obligations to unbundle portions of its network.

Globalcom, Inc. v. Ameritech, ICC Docket No. 02-0365 (2002).

Rowland & Moore LLP successfully demonstrated that Ameritech was engaging in anticompetitive conduct in its rules and regulations addressing the ordering of new Enhanced Extended Link ("EELs") and in charging termination penalties for carriers converting special access to EELs. This was one of the first cases requiring the payment of damages and attorney's fees under a 2001 amendment to the Illinois Public Utilities Act.

XO Communications, Inc. v. AT&T Corp, ICC Docket No. 01-0843 (2002).

Rowland & Moore LLP initiated a case to obtain payment of access charges owed by AT&T to XO Communications in this complaint alleging anticompetitive actions by AT&T.

Illinois Bell Telephone Company, Filing to Implement Tariff Provisions Related to Section 13-801 of the Public Utilities Act, ICC Docket No. 01-0614 (2002) & 01-0614 Remand (2005).

Rowland & Moore LLP obtained numerous favorable rulings regarding data and broadband services in this litigation over the terms and conditions in AT&T's unbundled network elements tariff.

ICC Investigation into Ameritech's Compliance with Section 271 of the Telecommunications Act of 1996, ICC Docket Nos. 96-0404 (1999) and 01-0662 (2002).

Rowland & Moore LLP were active participants in these proceedings investigating Ameritech's compliance with the criteria under Section 271 of the Federal Act for approval to engage in out-of-region long distance service.

***XO Communications, Inc. v. Ameritech*, ICC Docket No. 01-0466 (2001).**

After Rowland & Moore LLP successfully obtained an order on virtually all issues in this arbitration proceeding, Ameritech agreed to enter into an interconnection agreement containing favorable terms and conditions for payment of reciprocal compensation.

***Association of Communications Enterprises v. Ameritech*, ICC Docket No. 00-0024 (2001).**

The Commission found that Ameritech's early termination penalties for customers with long-term contracts switching to CLECs were both excessive and anticompetitive. This was the first finding of anticompetitive behavior by the Commission under the new Illinois Public Utilities Act complaint process.

***Metricom, Inc. Petition for Declaratory Relief*, ICC Docket No. 00-0234 (2000).**

Rowland & Moore LLP successfully argued that the ICC should grant Metricom's request that its wireless Internet access service should not be regulated by the Commission.

***Excel Telecommunications v. Ameritech*, ICC Docket No. 99-0403 (2000).**

Rowland & Moore LLP filed a complaint wherein Ameritech was ordered to refund to Excel revenues associated with access charges that had been improperly withheld.

***QST Communications v. Ameritech*, ICC Docket No. 98-0603 and *MegsInet-CLEC, Inc. v. Ameritech*, ICC Docket No. 98-0747 (1999).**

In these follow-ups to *WorldCom*, Rowland & Moore LLP obtained the first emergency orders granted by the ICC under a new statute covering disputes between incumbent and competitive carriers. Those orders directed Ameritech to allow QST and MegsInet to opt into interconnection agreements identical to those considered by the ICC and the court in the *WorldCom* case.

***Investigation into Ameritech's Forward Looking Cost Studies for Interconnection, Unbundled Elements, and Transport and Termination*, ICC Docket No. 96-0486 (1998).**

The ICC opened this investigation into Ameritech's UNE charges in response to a complaint prepared by Rowland & Moore LLP on behalf of several Illinois carriers. This case resulted in significant rate reductions to the benefit of Illinois carriers.

***Illinois Bell Telephone Co. v. WorldCom et al.*, U.S. District Court, Northern District of Illinois, No. 98-C-1925 (1998).**

The court affirmed an ICC decision in a case initially brought by Rowland & Moore LLP client TCG that directed Ameritech to pay TCG and other carriers for the cost of connecting Ameritech's customers to Internet Service Providers. The Seventh Circuit later affirmed this decision.

Teleport Communications Group v. Ameritech, ICC Docket 96-AB-001 (1997).

In the first interconnection agreement arbitration proceeding brought in Illinois, the ICC directed Ameritech to pay TCG the tandem rate for reciprocal compensation for all calls terminated with TCG customers.