

REC'D SEP 29 2004

Proof of Claim

U S Bankruptcy Court For The
SOUTHERN DISTRICT OF NY-NY

Case Number 0313057NY03
In Re ALLEGIANCE TELECOM
(Debtor)

FILED
U S B C SOUTHERN DISTRICT OF NEW YORK
ALLEGIANCE TELECOM, INC
03-13057 (RRD)
2925

- 1 The undersigned, who resides at 55 Corporate Drive, Bridgewater, NJ 08807-1265, is the Administrative Agent of AT&T Corp , organized under the laws of New York and doing business at 55 Corporate Drive, Bridgewater, NJ 08807-1265, and is authorized to make this proof of claim on behalf of the corporation
- 2 The Debtor was at the time of the filing of the petition initiating this case, and still is indebted (or liable) to the Claimant, in the sum of \$96,982 61
- 3 The consideration for this debt (of ground of liability) is as follows
Telecommunications Business (See Attachment)
- 4 If the claim is founded on writing, the writing on which this claim is founded (or duplicate thereof) is attached hereto, or cannot be attached for the reason set forth in the statement attached hereto
- 5 No judgment has been rendered on this claim except
- 6 Credits and Setoffs \$0 00 the amount of all payments on this has been credited and deducted for the purpose of making this proof of claim in filing this claim, the claimant has deducted all amounts that the claimant owes to the debtor
- 7 This claim is a general unsecured claim Because the invoices and other documentation on which this claim is based are voluminous, a summary of such is attached

Total Unsecured Amount \$96,982 61

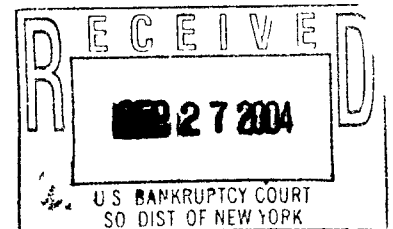
Dated September 22, 2004

Name Lisa McLain

Signed _____

Penalty for the presenting fraudulent claims Fine of not more that \$5,000 00 or imprisonment for not more than five years or both – Title 18, USC, Sec 152

Remit distribution check to AT&T
55 Corporate Drive Room 24A80
Bridgewater, New Jersey 08807-1265
Please call (800)414-4099 Ext 4830 if you have any questions



AT&T Corporation
Pre-Petition Claim Documentation

Debtor
ALLEGIANCE TELECOM
76 9TH AVE STE 17A
NEW YORK, NY 10011-5201

Bankruptcy
File Date Chapter District Court
05/14/2003 11 SOUTHERN DISTRICT OF NY-NY

Total Filed Amount
\$96,982 61

Account Number	Billed Amount Due
0512801004001	\$0 00
0514757613001	\$0 00
0528018531001	\$0 00
0533015382001	\$0 00
0533014017001	\$0 00
0534156487001	\$0 00
0534290261001	\$136 15
0540225337001	\$79 49
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0540768224001	\$0 00
0542101335001	\$0 00
0542101334001	\$99 27
0544814082001	\$0 00
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0554715982001	\$0 00
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0545287345001	\$0 00
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0557513951001	\$0 00
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0557519792001	\$0 00
0550845543001	\$0 00
0557584037001	\$0 00
0550947321001	\$109 42

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0552476168001	\$0 00
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0552970793001	\$0 00
0560525802001	\$5 46
0562229222001	\$6 25
0580753617001	\$0 00
0562604172001	\$145 35
0562744412001	\$26 20
0581324388001	\$11 00
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0584928944001	\$0 71
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1440128666746	\$155 16
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ALGT-ALGB02	\$0 00
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0540754090001	\$87 12
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0552815241001	\$60 28
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0557506829001	(\$19 53)
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0544810618001	\$0 00
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0522928722001	\$0 00
0523516512001	\$0 00
0523613629001	\$0 00

September 22, 2004

United States Bankruptcy Courthouse
The U S Bankruptcy Clerk
SOUTHERN DISTRICT OF NY-NY
US CUSTOM HSE
1 BOWLING GREEN
NEW YORK, NY 10004-1408

To Whom It May Concern,

Enclosed is the amended proof of claim for the following bankruptcy

Case Name ALLEGIANCE TELECOM
Case Number 0313057NY03

This claim is amending a previously filed claim in the amount of \$4,382,211 86, sent to the court on 02/17/2004

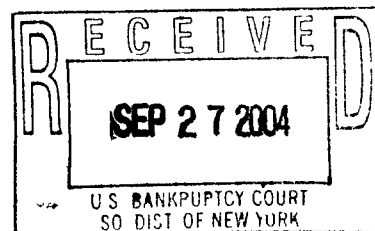
A self-addressed, stamped envelope is also provided in order to expedite the return of the claim after it has been stamped accepted

Thank you for your consideration of this matter

Sincerely,

Lisa McLain
Bankruptcy Coordinator
AT&T Corporation

If you have any questions please call (800)414-4099 Ext 4830



Service must be marked on airbill

FedEx Service

FedEx PRIORITY OVERNIGHT WED
emp 530957 28SEP04

TRK# 8412 0237 3574 FORM 0200

Deliver By 29SEP04 A1

90245 -CA-US LAX XH AVXA



FedEx Envelope

FedEx USA Airbill Express
FedEx Tracking Number 841202373574

1 From
Date 9/28/04

Sender's Name USBC 3017 Phone 310 321-5545

Company ALLEGIANCE TELECOM #36 BMC Corp.

Address 1330 E FRANKLIN AVE Dept./Floor/Suite/Room

City EL SEGUNDO, State CA ZIP 90245

2 Your Internal Billing Reference ALLEGIANCE TELECOM #36

3 To Recipient's Name LISA RUPPNER Phone 310 321-5545

Company BMC Corp

Address 1330 E Franklin Ave We cannot deliver to P.O. boxes or P.O. ZIP codes

Address Dept./Floor/Suite/Room

City EL SEGUNDO, State CA ZIP 90245



0200 Recipient's Copy

4a Express Package Service
 FedEx Priority Overnight Next business morning
 FedEx Standard Overnight Next business afternoon
 FedEx First Overnight Early next morning delivery to select locations

FedEx 2Day Second business day
 FedEx Express Saver Third business day
FedEx Envelope rate not available Minimum charge One pound rate

4b Express Freight Service
 FedEx 1Day Freight* Next business day
 FedEx 2Day Freight Second business day
 FedEx 3Day Freight Third business day
Call for Confirmation: Declared value limit \$500

5 Packaging
 FedEx Envelope*
 FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak
 Other

Special Handling
 SATURDAY Delivery Available only for FedEx Priority Overnight and FedEx 2Day to select ZIP codes
 HOLD Weekday at FedEx Location Not available for FedEx First Overnight
 HOLD Saturday at FedEx Location Available only for FedEx Priority Overnight and FedEx 2Day to select locations

Does this shipment contain dangerous goods?
One box must be checked
 No Yes As per attached Shipper's Declaration not required Yes Shipper's Declaration not required Dry Ice Dry Ice 9 UN 1845 x kg
Dangerous Goods (including Dry Ice) cannot be shipped in FedEx packaging Cargo Aircraft Only

7 Payment Bill to
 Sender Acct. No. in Section 1 will be billed
 Recipient
 Third Party
 Credit Card
 Cash/Check
Enter FedEx Acct. No. or Credit Card No. below Obtain Recip. Acct. No.

Total Packages	Total Weight	Total Declared Value ¹	Total Charges
1		\$ 00	
			Credit Card Auth.

8 Release Signature Sign to authorize delivery without obtaining signature

By signing you authorize us to deliver the shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims
Questions? Visit our Web site at fedex.com
or call 1 800 Go FedEx 800 463 3339
Rev Date 10/01 Pa 1#15/011 05 00 200

446

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re Chapter 11
ALLEGIANCE TELECOM, INC , et al., Case No 03-13057 (RDD)
Debtors Jointly Administered

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**STIPULATION AND AGREED ORDER
RESOLVING CLAIMS OF AT&T CORP**

This stipulation and agreed order (the “Stipulation”) is entered into by and between the Allegiance Telecom Liquidating Trust (the “ATLT”), as successor to the Debtors (as defined below), and AT&T Corp (“Claimant”)

WHEREAS, on May 14, 2003 (the “Petition Date”), Allegiance Telecom, Inc and its direct and indirect subsidiaries (collectively the “Debtors”), commenced voluntary cases (the “Chapter 11 Cases”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York, Case No 03-13057 (RDD) (the “Court”),

WHEREAS, the Debtors scheduled certain claims relating to Claimant in the aggregate amount of \$5,773 99 (collectively, the “Scheduled Claims”),

WHEREAS, Claimant filed proofs of claim numbered 2990 and 2833, alleging claims of \$4,487,068 69 in the aggregate (the “Proofs of Claim” and, together with the Scheduled Claims, the “Filed Claims”),

WHEREAS, on June 10, 2004, this Court entered its Findings of Fact, Conclusions of

Docket 1898
eod 11/8/04

claims
2990 and 2833

Law, and Order Confirming Debtors' Third Amended Joint Plan of Reorganization (the "Confirmation Order"),

WHEREAS, the Debtors' Third Amended Joint Plan of Reorganization (the "Plan") was declared effective on June 23, 2004 (the "Initial Effective Date"),

WHEREAS, in accordance with the terms of the Plan and the Confirmation Order, on the Initial Effective Date, the ATLT was created,

WHEREAS, pursuant to the Plan, Eugene I Davis was appointed as the plan administrator (the "Plan Administrator") for the ATLT,

WHEREAS, pursuant to the Plan and the Confirmation Order, the Plan Administrator shall, among other things, object to, settle, compromise, dispute and/or prosecute disputed claims,

WHEREAS, the ATLT is the successor to the rights of the Debtors, and the Plan Administrator has the authority to, *inter alia*, perform the duties, exercise the powers and assert the rights of a trustee under Sections 704 and 1106 of the Bankruptcy Code,

WHEREAS, the ATLT disputes the amounts sought by Claimant in the Proofs of Claim, and

WHEREAS, subsequent to the entry of the Confirmation Order, the parties have negotiated in good faith and at arm's length a consensual resolution with respect to the Filed Claims to avoid incurring significant additional litigation expenses that would necessarily be incurred in litigating this matter to an uncertain conclusion.

ACCORDINGLY, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS

1 Upon the entry of a Final Order (as defined below) approving this Stipulation, the

ATLT is hereby authorized and directed to grant Claimant an allowed ATCW Unsecured Claim (as such term is defined in the Plan) of \$50,000 (the “Allowed Claim”) in full and complete satisfaction of all of Claims (as defined in the Plan) held by Claimant with respect to the Debtors, the Debtors’ estates, or the ATLT arising or occurring prior to the Petition Date

2 Upon the entry of a Final Order approving this Stipulation, the ATLT is hereby authorized and directed to expunge all of the Filed Claims, other than the Allowed Claim, from the ATLT’s claims register

3 Claimant hereby stipulates and agrees that it will not file any proofs of claim against the ATLT, the Debtors, or the Debtors’ estates, whether in the Chapter 11 Cases or otherwise

4 Upon entry of a Final Order approving this Stipulation, Claimant hereby irrevocably, unconditionally and without reservation of any kind waives, releases and forever discharges the ATLT, the Debtors, and the Debtors’ estates, and their respective parent firms and affiliates, and their officers, directors, employees, attorneys, professionals, and agents (collectively, the “Estate Parties”) from and against any and all past, present and future Claims, whether matured or unmatured, whether at law or in equity, whether known or unknown, liquidated or unliquidated, foreseen or unforeseen, discoverable or undiscoverable, contingent or non-contingent, which Claimant has, had, or may have in the future against the Estate Parties

5 This Stipulation shall be governed by New York law, excluding its conflicts of laws principles and this Court shall retain jurisdiction to resolve any disputes between the parties arising with respect to this Stipulation

6 The undersigned on behalf of the ATLT and Claimant each warrants and represents that

he or she has been duly authorized and empowered to execute and deliver this Stipulation on behalf of such party

7 Claimant represents and warrants to the ATLT that, as of the date hereof, it is the sole holder of all of the Filed Claims against the Debtors, the Debtors' estates, and the ATLT, and that Claimant has not assigned, sold, hypothecated or otherwise transferred any Claims against the Debtors, the Debtors' estates, or the ATLT

8 This Stipulation is subject to approval by the Court and the entry of a Final Order by the Court approving this Stipulation, provided, however, that the parties shall support such Court approval and comply with this Stipulation pending the Court's entry of a Final Order approving or disapproving this Stipulation For the purposes of this Stipulation, the term "Final Order" shall mean an order approving this Stipulation that has not been stayed, reversed or amended and the time, as computed under the Bankruptcy Rules, to appeal or seek review or rehearing of such order (or any revision, modification or amendment thereof) has expired and no appeal or petition for review or rehearing of such order was filed, or if filed, remains pending

9 Nothing contained in this Stipulation nor any negotiations or proceedings in connection herewith shall constitute or be deemed to be evidence of an admission by any party hereto of any liability or wrongdoing whatsoever, or the truth or untruth, or merit or lack of merit, of any claim or defense of any party Neither this Stipulation nor any negotiations or proceedings in connection herewith may be used in any proceeding against any party for any purpose whatsoever except with respect to effectuation and enforcement of this Stipulation

10 This Stipulation contains the entire agreement of the parties with respect to its subject

matter and supersedes any prior or contemporaneous oral or written agreements. The parties acknowledge that no promise, inducement, or agreement not stated herein has been made to them in connection with this Stipulation. The parties understand and agree that this Stipulation may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by both parties and the Court. The parties agree and acknowledge that they will make no claim at any time or place that this Stipulation has been orally altered or modified or otherwise changed by oral communication of any kind or character. Each party hereto agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be employed in the interpretation, construction, or enforcement of this Stipulation.

11 This Stipulation may be executed simultaneously or in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. A facsimile copy of a signature page is the equivalent of an original signature page.

12 This Stipulation shall be binding upon the ATLT, as successor to the Debtors, and Claimant, and their predecessors, successors, heirs, subsidiaries, affiliates, assignees, agents, directors, officers, employees, the Plan Administrator, and any trustee appointed under chapter 7 of the Bankruptcy Code.

Dated New York, New York

November 1, 2004

Allegiance Telecom Liquidating Trust

AT&T Corp

By /s/ Mark A Stachiw
Mark A Stachiw, Esq
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SO ORDERED, this 8th day of November 2004

/s/Robert D Drain
UNITED STATES BANKRUPTCY JUDGE