

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

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In re	:	
	:	Chapter 11 Case No.
Allegiance Telecom, Inc., <u>et al.</u> ,	:	03-13057 (RDD)
	:	
Debtors.	:	Jointly Administered
_____X		

**AFFIDAVIT AND DISCLOSURE STATEMENT OF KIMBERLY M. KIRBY ON  
BEHALF OF DAVIS DIXON KIRBY LLP**

STATE OF CALIFORNIA    )  
  ) ss:  
COUNTY OF ORANGE    )

Kimberly M. Kirby, being duly sworn, upon his oath, deposes and says:

1. I am a partner of DAVIS DIXON KIRBY LLP (“DDK”), located at 19200 Von Karman Avenue, Suite 600, Irvine, California, 92612. I am familiar with the clients represented by the Law Firm.
2. On May 14, 2003, Allegiance Telecom, Inc. and its direct and indirect subsidiaries (collectively, the “Debtors”) commenced voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) with this Court (the “Chapter 11 Cases”). The Debtors requested and this Court ordered the joint administration of the Chapter 11 Cases pursuant to Federal Rule of Bankruptcy Procedure 1015(b).
3. The Debtors have requested that DDK provide legal services to the Debtors, and that DDK has consented to provide such legal services pursuant to the requirements of this Court’s Interim Order Pursuant to Sections 105(a), 327, 328, 330 and 363(c) of the Bankruptcy Code Authorizing Employment of Professionals Utilized in the Ordinary Course of Business, dated May 15, 2003 (the “Order”).
4. DDK, through myself or other attorneys of the firm, has represented and advised the Debtors with respect to state litigation and general regulatory advice relating to the operation of the Debtor’s business in the states of Arizona, California, Oregon, and Washington.
5. DDK’s current customary hourly rates range from \$170 per hour to \$195 per hour for partners and between \$125 pre hour to \$150 per hour for associates. In the normal course of business, DDK traditionally revises its regular hourly rates in January of each year. It is DDK’s policy to charge its clients in all areas of practice for expenses incurred in connection with the client’s case. The expenses charged to clients include, among other things, telephone and facsimile charges, mail and express mail charges, special or hand delivery charges, document

processing, photocopying charges, travel expenses, expenses for “working meals” and computerized research, and transcription costs.

6. This Affidavit is being submitted in support of our retention to provide legal services and in accordance with the requirements of the Order and General Order M-242 of this Court.

7. Except as otherwise indicated and except for facts that are matters of public record, all facts set forth in this Affidavit are based on my personal knowledge.

8. DDK has not performed services in the past, in matters unrelated to, or otherwise, for persons that are parties in interest in the Chapter 11 cases. DDK may perform services in the future, in matters unrelated to these Chapter 11 cases, for persons that are parties in interest in the Chapter 11 Cases. As part of its customary practice, DDK is retained in cases, proceedings, and transactions involving many different parties, some of whom may represent or be claimants, employees of the Debtors, or other parties in interest in the Chapter 11 Cases. DDK does not perform services for any such person in connection with the Chapter 11 Cases. In addition, DDK does not have any relationship with any such person, their attorneys, or accountants that would be adverse to the Debtors or their estates.

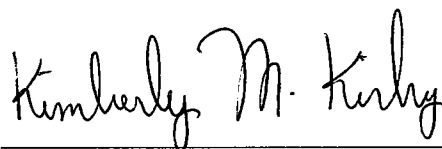
9. Neither I nor any principal of or professional employed by DDK has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the principals and regular employees of DDK.

10. Neither I nor any principal of or professional employed by DDK, insofar as I have been able to ascertain, represents or holds any interest adverse to the Debtors or their respective estates.

11. The Debtors owe DDK \$ 21,665.29 for pre-petition services.

12. DDK agrees to be bound by the Order, including the provisions for compensation and expense reimbursement.

13. Insofar as I have been able to ascertain, after diligent inquiry, DDK is not retained by any creditors of the Debtors. If at any time during the period of its employment, DDK should discover any facts bearing on the matters described herein, DDK will supplement the information contained in this Affidavit.



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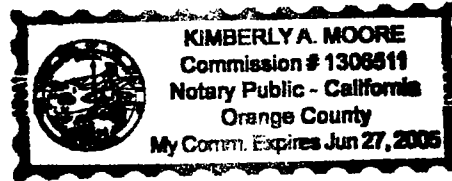
Kimberly M. Kirby

Partner

Subscribed and sworn to before me this 28<sup>th</sup> day of May, 2003

*Kimberly A. Moore*

Notary Public



*Attached to "Affidavit and Disclosure Statement of  
Kimberly M. Kirby on behalf of  
Davis Dixon Kirby LLP"*