

Finally with regard to combinations of network elements, the Board notes that its initial arbitration decision, issued before the Court's decision, required U S West to provide combinations. The combinations decision is currently on appeal to the Supreme Court, and the Board has included language in the agreement that the combinations of network elements and recombining provisions are subject to revision if the Supreme Court overturns the Eighth Circuit Court on combinations.

2. Superior Quality Interconnection and Access to UNEs

The Board's procedural order on remand recognized that the superior quality issue was likely to be part of the proceeding. The Board stated:

Claims by U S West under [the Eighth Circuit Court's superior service] holding must identify specific provisions of the agreement, must be supported by evidence clearly delineating the level of service quality U S West provides to itself with regard to the challenged provision, as well as evidence showing that the level of service quality required by the agreement provision is superior.

With these directions, the Board made it clear that it would not be sufficient for U S West to merely claim that a provision in the agreements requires superior service quality.

U S West's attempts near the end of the hearing and again with its motion to file rebuttal evidence that would introduce into the record what is purported to be U S West's technical standards were untimely and must be denied. This was the type of information required by the procedural order to be filed with U S West's prefiled testimony if U S West wanted it to be considered. The affidavit supporting the

) motion to file rebuttal evidence shows this information was available when U S West filed its testimony.

On a related matter, the Board's decisions relating to superior quality will be based upon the evidence of superiority provided by the parties in these proceedings and will not rely on assertions by the CLECs that U S West has refused to provide information concerning U S West's standards to them outside these proceedings. The affidavit and attachments to the motion to file rebuttal evidence filed on April 24, 1998, will not be admitted into the evidentiary record. Under the Board's procedural order, most, if not all, of this information was untimely. Furthermore, under the Board's analysis of the superior quality issue, the rebuttal evidence is not in response to CLEC evidence material to the Board's decisions. U S West's motion will be denied. AT&T and MCI motions to strike will be granted. The motions for sanctions will be denied. U S West stated sufficient grounds to justify raising the issue to the Board.

) Some of U S West's proposed changes to the agreement appear to be based upon the notion that "superior" and "different" are synonyms. The words are not synonyms and U S West cannot show required interconnection and access to UNEs is superior merely by claiming it is different from the service U S West provides to itself. In this regard it is instructive to look at the Eighth Circuit Court's language: "...subsection 251(c)(3) implicitly requires unbundled access only to the incumbent LEC's *existing* network—not to a yet unbuilt superior one." 120 F.3rd at 813. U S

West unnecessarily and anticompetitively extends the scope of this prescription when it suggests, for example, that CLECs may not be allowed to use the full functionality of U S West's switches, because U S West may not be using the full functionality. (Tr. 1176, 1232). The Court's language is limited to the point that ILECs cannot be required to construct new network facilities for CLECs. It does not mean that an ILEC can deny CLECs the full functionality of the ILEC's existing physical network. In addition, for the agreements to remain just, reasonable, and nondiscriminatory, in the future the ILEC must continue to provide the full functionality of the network as it evolves. The Board has included these conclusions in the agreements.

Similarly, U S West appears to read too much into the Eighth Circuit Court's statement that the nondiscriminatory provision in 47 U.S.C. § 251(c)(3) "does not mandate that incumbent LECs cater to every desire of every requesting carrier." 120 F.3d at 813. The Court did not say the ILEC could deny every request of every CLEC. In fact, in footnote 33, the Court made it clear that the ILECs must modify their "facilities to the extent necessary to accommodate interconnection or access to network elements." *Id.* The Board has incorporated that concept into the agreement as well. In addition, the Board notes that the courts have in appropriate circumstances used a liberal definition of "necessary" to mean "convenient, or useful" and not the more narrow definition of "indispensable." 120 F. 3d at 811. The

Board concludes that the procompetitive policies expressed in both state and federal law fully justify the use of the liberal definition of "necessary" in this context.

Regarding another aspect of U S West's superior quality argument, the Board continues to believe that industry-wide technical standards have an important role to play in the development of broadly based local exchange competition. In an environment of multiple CLECs, in many instances, such standards are necessary to accommodate efficient interconnection and access to UNEs. It was helpful in this remand when AT&T agreed to withdraw references to AT&T's technical standards from the agreements. MCI also agreed to this change. That development generally left only industry-wide technical standards in the agreements. U S West's timely filed testimony has not made a persuasive factual case for the removal of these industry-wide technical standards on the grounds that they are superior to the quality of interconnection and access to network elements that U S West provides to itself. The technical standards in the agreements will be retained. However, the Board has followed the Eighth Circuit Court's superior quality holding by inserting at appropriate places in the agreement the limitation that certain technical standards will be met consistent with ILEC facilities as they evolve. In other instances, the technical standards are not so limited, because the Board determined that meeting those particular standards was necessary to accommodate interconnection or access to network elements.

ANALYSIS

Obviously, it is not possible for the Board in this order to discuss the hundreds of specific provisions in the interconnection agreements where the parties have proposed changes. Instead, the Board has explained its decisions on the general issues raised by the parties in this remand. The Board's specific changes to the agreements are included in a final version attached, and incorporated by reference, to this decision as attachment 1. A red-lined version showing the changes will be supplied to the parties and filed with the Court. The Board believes the specific language selected is consistent with its decisions on the general issues. Where a proposed change was not made, the Board found the change to be unwarranted by applicable state and federal law and was not supported by the evidence in the record. In this order, the Board has fulfilled the mandate of the federal district court to review the agreements, conduct appropriate proceedings, and make appropriate modifications. The attached agreement reflects current state and federal law on interconnection between competitors in the local exchange market.

A discussion of the issues raised by the parties follows:

1. Generic or Global Language

The parties disagreed about the extent of the role of generic or global language for conforming the agreements to the Eighth Circuit Court's decisions. The CLECs, particularly MCI, saw generic language as sufficient to make the agreements

fully lawful. U S West not only proposed generic language, but also proposed hundreds of specific changes. The Board has reviewed the entire agreements and conformed them to currently-applicable law. The changes are to specific provisions, as well as providing generic or global language. The generic language addresses topics such as the meaning of superior quality, nondiscriminatory access to UNEs, industry wide technical standards in the agreements change as the standards evolve, combinations of UNEs can be requested, but U S West is not required to provide them, and the agreements are subject to changes in applicable state and federal law, including changes resulting from the Supreme Court's review of the Eighth Circuit Court's decisions.

2. SPOT Frame Proposal

U S West's single point of termination (SPOT) frame proposal is a means to accomplish the separation and recombining of UNEs. (Tr. 197). An ILEC can require a CLEC to recombine UNEs under the Eighth Circuit Court's decision. The Board believes there is ample evidence in the record that the SPOT frame approach is inefficient, expensive, inconsistent with network security, and provides discriminatory access to UNEs. (Tr. 204-05, 1913-15, 1923-29, 1972). For these reasons, the Board will reject all U S West-proposed SPOT frame references in the agreements.

As discussed above, the Board does not conclude that state law mandates combinations of UNEs contrary to the Eighth Circuit Court's decision. The Court's decision will be implemented in the agreements, not by the SPOT frame proposal, but rather by provisions that allow U S West to choose from the list of five options primarily developed in AT&T's testimony. (Tr. 201-04, 1911-13). U S West may: (1) leave two or more UNEs combined; (2) use "recent change" software that will accomplish the recombining somewhat like an on/off switch, where possible; (3) allow the CLEC to use U S West technicians to recombine elements at a price; (4) allow use of third-party technicians to recombine elements; and (5) permit CLEC technicians to access the U S West frames and other parts of the U S West network. Under the terms of the agreement, U S West will be given a time period to make selections from that list regarding recombining UNEs. Once U S West's selections of recombining methods are made, any changes in method will require mutual consent of the parties.

This approach is consistent with the statement in the Eighth Circuit Court's decision quoted above that the ILECs preferred to allow CLECs access to their networks, rather than leaving the UNEs combined or doing the recombining themselves. By giving U S West a choice of methods, U S West can weigh the security implications with regard to each UNE and choose the most appropriate method to preserve network security. The Board's decision gives U S West the ability to require physical separation and recombining if it chooses to require the

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CLECs to complete that process. This decision complies with the letter and spirit of the Eighth Circuit Court's decision. The Board's findings with regard to the SPOT frame indicate that the SPOT frame was likely to seriously limit the practical availability of the UNE method of entry. On the other hand, the Board's approach leaves some vitality in the UNE method of entry.

3. Shared Transport

U S West claims that the use of shared transport for interoffice traffic violates the Eighth Circuit Court's decision that the ILEC cannot be required to provide UNEs on a combined basis. U S West claims shared transport requires the provision of combined switching and interoffice transport UNEs. (Tr. 1196). U S West would require the CLECs to purchase switching and only dedicated, not shared, interoffice transport as separate UNEs.

The Board recently required U S West to provide shared transport as a UNE in Docket No. RPU-96-9, "Final Decision and Order," issued April 23, 1998, pp. 42-44. The Board's decision was based upon the FCC's determination in 47 C.F.R. § 51.319(d) that shared transport must be provided as a UNE. The Eighth Circuit Court refused to stay that FCC determination, which is currently on appeal to that Court. Consistent with the Docket No. RPU-96-9 order, the agreements will not be modified to remove the requirement that U S West provide shared transport as defined in 47 C.F.R. § 51.319(d)(1)(ii). Agreement provisions relating to shared

transport are subject to revision if the Eighth Circuit Court vacates the FCC rules requiring ILECs to provide shared transport as a UNE.

4. Trunk Forecasting

The trunk forecasting issue is closely tied to the shared transport issue. U S West argued that the CLECs must provide trunk forecasts so U S West will be able to plan for an adequate number of trunks to meet the CLECs' combined needs. (Tr. 1281-82, 1304-05). When the CLECs are allowed to share transport with U S West, U S West generally will have the information about usage necessary to forecast the needs for additional transport facilities.

The Board believes when U S West must do the transport network planning, it is in all carriers' and customers' best interests to require the CLECs to provide any information to U S West they may have about significant future variations in usage. (Tr. 1281-82). The information can be provided on a proprietary basis for network engineering purposes only.

5. Service Quality Standards and Performance Measures

In the face of the Board's procedural order requiring U S West to support any claims of superior quality with evidence of its own quality standards, U S West was not forthcoming with its own service quality standards until the case was nearly completed. As discussed above, it would be inappropriate and unfair to the other parties to grant U S West's motion to file rebuttal evidence after the hearing.

In general, the Board believes U S West has failed to show that the service quality standards and performance standards in the agreements require superior service. The superior quality issue is handled in the agreements by generic statements that require U S West to provide interconnection and services for resale equal to the quality it provides to itself or any other party, or, if higher, the requirements of Board or FCC rules. Generic statements also require access to UNEs to be as close as possible to the quality of access U S West provides to itself and to any others, given that U S West is allowed to provide separated UNEs. The Board has eliminated specific provisions shown by record evidence to be inconsistent with the generic statements.

Contrary to the suggestions of U S West, the Board believes it is essential that the quality standards and performance measures remain in the agreement. The CLECs as purchasers of interconnection and UNEs and, as providers who collocate with U S West, are entitled to a clear statement in the agreements of the quality of service they are buying. As discussed in the performance credits portion below, CLECs should not have to pay the full price for service below the level of quality spelled out in the agreements.

6. Technical Standards

For the interconnection of competitors to be accomplished efficiently, national standards are necessary in many technical areas. (Tr. 1941). When AT&T agreed to remove references to its technical standards from the agreements (Tr. 2001) and

MCI agreed to the change, they made the technical standards issue more manageable for the Board. Generally, that change leaves standards produced by national standards bodies, which the Board will leave in the agreements. U S West's testimony in the record was inadequate to show specific instances where the national standards in the agreements are superior to the service quality currently provided by U S West to itself and its end-users.

The Board believes it is important to include a generic statement in the agreement to make all references to national standards subject to subsequently approved changes in those standards. The agreements must not be drafted so as to create a contract impediment to timely implementation of the latest technologies. Compliance with current national technical standards will further the goals of increasing the network's efficiency and functionality in a competitive environment. (Tr. 1941).

U S West also raised a number of subissues concerning items it claimed were network modifications that are not necessary for interconnection and access to unbundled network elements. See 120 F.3d at 813, n. 33. Examples are, switched fractionalized DS1 service, augmenting copper facilities, loop back devices, link diversity, analog-to-digital conversion, and attenuation distortion. U S West would delete these items from the agreements. In general, the Board believes U S West has used an overly narrow definition of "necessary" in producing this list. As discussed earlier, the Board believes "necessary" to accommodate interconnection

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and access to network elements should be defined as "useful" or "convenient" and not "indispensable." Using that definition, the Board finds that generally these items are necessary and they will remain in the agreement language on technical standards.

7. Access to Operational Support Systems (OSS)

With regard to access to OSS, there are two issues. First, there is an issue about the nature of the electronic interface or gateway that will be available to the parties to allow communication with U S West's OSS. Second, there is an issue about the extent of the functions to be supported by the access to OSS provided to the CLECs. The two issues will be discussed in order.

The record shows that U S West is placing less reliance on its interconnected mediated access (IMA), web-based interface and is moving to the electronic data interchange (EDI) interface that is more acceptable to the CLECs. U S West stated it would make a real-time EDI interface available in April 1998, with another release by June 1998. (Tr. 124, 1050). These releases are intended to provide a full suite of functionality. (Tr. 124). Thus, U S West did not appear at hearing to object to "real-time" access to its OSS.

In its matrix, however, U S West continued to advocate striking out "real-time." U S West appears to be concerned that the CLECs may be defining that term to require direct and not mediated access to the OSS data bases. Direct access would connect the CLEC directly to U S West's OSS data bases. (Tr. 919). Mediated access would not provide the CLEC the ability to connect directly with these U S West data bases, rather the CLEC would be separated by an additional layer of software translations. *Id.* Both U S West and AT&T witnesses acknowledged that mediated, real-time access is the preferred method of access.

(Tr. 919, 1856). However, in the interim, the AT&T witness claims direct access is a viable alternative. (Tr. 1855-56).

The Board is concerned that efficient management of the network could be impaired if CLECs have unlimited direct access to U S West's OSS databases. (Tr. 988). The agreement language has been modified to require U S West to provide real-time mediated access. Real-time is defined in the agreement to mean that "requests for information are processed individually and immediately by computer." (Tr. 919, 1826) In addition, the agreement requires that the electronic interface satisfy national standards as they evolve. The agreement also allows the parties to mutually agree to use a different type of electronic interface, in whole or in part, if they choose.

On the second OSS issue, AT&T and MCI have not made a persuasive case for expanding OSS beyond the five functions identified in the FCC's description of the OSS UNE. The agreement will be pared back to those five items—preordering, ordering, provisioning, repair and maintenance, and billing. 47 C.F.R. § 51.319(f). However, the agreement has been modified to provide that if functionality from other OSS, such as design or tracking, is necessary to provision the five functions, U S West must allow access to that functionality. (See Tr. 88). The limitation of the agreements to the five functions listed by the FCC must not be an excuse to refuse CLECs access to all OSS needed by the CLECs to perform the five functions.

The Board deleted the term "EC-Lite" from the agreement's OSS provisions because the parties agreed this is not a national standard. (Tr. 113, 827, 963).

8. Billing Format

U S West wants to bill the CLECs under the EDI 811 format it uses to bill end-user local service customers. The CLECs want U S West to use the Carrier Access Billing System/Small Exchange Carrier Access Billing System (CABS/SECABS) format that is used by U S West in billing interexchange carriers for access charges. There is no evidence showing one format is superior to the other; they are merely different. (Tr. 144, 1048). Neither format requires an unlawful modification of the U S West network, because U S West currently offers both CABS and EDI 811 billing in different contexts (Tr. 145), and billing local service competitors is a new context. A billing format for the new context is necessary.

The Board finds the evidence favoring the selection of EDI 811 more persuasive. EDI 811 appears to involve less overall expense for the interim. (Tr. 1091). In addition, U S West apparently has removed one of the objections to EDI 811 by combining what were formerly three EDI 811 formats into one. (Tr. 148). Also, the CABS format may give some advantage to CLECs who are interexchange carriers over CLECs who are not, because the interexchange carriers are already billed under the CABS format by U S West. (Tr. 140). One AT&T witness recognized that either alternative is workable and the parties are merely at

loggerheads. (Tr. 138). Another suggested that one format be chosen as an interim measure until a single billing format is selected as the national standard. (Tr. 155). The Board will adopt U S West's proposal to use the EDI 811 billing format, but only as an interim measure until a national standard billing format is selected.

9. **Dark Fiber**

U S West continues to object to the provision of dark fiber as a UNE. U S West argues that it offers the appropriate UNE in this area, industry standard bandwidths such as DS1, DS3, and OCN. (Tr. 1325). U S West argues that the dark fiber was laid for U S West's future use. (Tr. 1326, 1461). If the CLECs use it, U S West contends it may face gaps in fiber routes, creating stranded fiber. (Tr. 1461, 1588). Similar problems could arise if a CLEC purchased all or a substantial portion of the capacity on certain DS1, DS3, and OCN trunks offered as UNEs by U S West. In regard to the use of spare network capacity, U S West has not shown that dark fiber differs from any other spare capacity, for example, spare copper distribution facilities. Competitors purchasing UNEs are going to use some capacity on the network and U S West must engineer and build to accommodate that fact.

In general, a CLEC will purchase dark fiber only if it will provide a cheaper or technically superior way to serve its customers. (See Tr. 1970). In that regard, dark fiber satisfies the FCC's test for a nonproprietary UNE—that denial of unbundled access to the network element would decrease the quality or increase the cost to a

CLEC of providing a service. "First Report and Order," CC Docket 96-98, released August 8, 1996, ¶ 285. This FCC articulation of the "impairment" standard was upheld in Iowa Utilities Board, 120 F.3d at 812.

10. Vertical Features

The issue with regard to vertical features has been whether they would be offered and priced as part of the switching UNE, or whether, if they must be provided as a UNE, they will be priced separately from switching. In their briefs, the CLECs take the former view, the ILEC the latter. The Eighth Circuit Court determined that vertical services must be offered as a UNE. However, there is a combination aspect to that holding because vertical services cannot be functionally separated from the switch that provides them. Consistent with the decision in Docket No. RPU-96-9, the Board concludes that vertical services must be offered as a separate UNE, but only in the sense that they will be priced separately from the switching UNE. Physical separation is impossible because there is no way to separate vertical services from the switch. (Tr. 315-16).

11. Signaling

The analysis of the signaling issue is the same as that for vertical services. Therefore, signaling will be priced as a separate UNE, but it is inextricably connected to the switching UNE. (Tr. 1917).

12. Performance Credits

U S West challenges the performance credits in the agreements as "penalties." In the initial arbitrations, the Board decreased the amounts of the performance credits drastically from the initial AT&T proposal to a level where the credits were liquidated damages and not penalties. Docket Nos. AIA-96-1 and AIA-96-2, "Preliminary Arbitration Decision," issued October 18, 1996, p. 8. That means the credit amounts were the Board's best estimate of the amount of harm the CLEC would suffer as a result of receiving service inferior to that required under the agreement. The AT&T witnesses make the appropriate point that a buyer has the right to a contract description of the quality of service it is purchasing under the contract. The buyer should not have to pay the entire contract price if the service delivered is below the stated quality in the contract. (Tr. 2171). The performance credits, being the Board's determination of appropriate liquidated damages, will remain in the contract at the current amounts.

13. Bona Fide Request Process

The Eighth Circuit Court vacated 47 C.F.R. § 51.317, which created a presumption that an element satisfying the technical feasibility test must be unbundled. 120 F.3d at 810. The bona fide request portion of the agreements have been modified to recognize the Court's decision, but also to retain the ability of the CLECs to request access to new UNEs. See also IOWA ADMIN. CODE 199-38.4(2) (1998) (process for determination of additional unbundled essential facilities under state law).

14. Payment of Construction Costs

U S West wants the construction costs language amended to reflect the Eighth Circuit Court's holding that it is only required to provide modifications necessary for interconnection and access to UNEs. 120 F.3d at 813, n. 33. It claims all other construction is discretionary for U S West. Also, U S West is requesting prepayment of all construction costs relating to CLEC requests. (Tr. 1711).

The Board recognizes that changes in the agreement are necessary to reflect the Court's decision that the CLEC gets unbundled access to the ILEC's existing network and the ILEC cannot be required to build a superior network for the CLEC. This makes construction discretionary, except for modifications necessary to accommodate interconnection or access to network elements. However, as

discussed earlier, "necessary" must be given a liberal definition in this context. The agreement has been modified to reflect these concepts.

The Board considers U S West's requirement that it be paid the entire cost of construction before a project begins to be in excess of the provisions in a typical construction contract. (Tr. 1711). In addition, the Board notes that an alternative to up-front payment of construction costs would be to require recovery of those costs through recurring charges paid by the CLEC as it actually used the new facilities. That alternative has not been selected. U S West is receiving appropriate and reasonable compensation under the payment terms in the agreement and no change is necessary.

15. Most Favored Nation Provision

The most favored nation issue in this remand has largely been settled. The remaining issue is that the AT&T formulation continues to require U S West to notify the CLEC within five days of entering an interconnection agreement with another party or filing a tariff to provide local services or network elements. U S West claims this is burdensome and discriminates against other CLECs. The Board disagrees. U S West will know when it enters an agreement or files a tariff. It would be far more burdensome for all CLECs to monitor U S West than it will be for U S West to establish a business practice to provide this notice. To make the provision nondiscriminatory, the Board will modify the AT&T language to require notice to all

CLECs having agreements with U S West. The notice need not include a copy of the agreement or the tariff. At a minimum, the notice of an agreement must list the parties to the agreement and the date it was entered. The notice of a tariff must include the date of the filing with the Board and the services and network elements covered by the tariff.

FINDINGS OF FACT

Based on its review of the entire record in these proceedings, the Board makes the following findings of fact:

1. It is reasonable to disallow U S West's SPOT frame proposal because that approach is inefficient, expensive, inconsistent with network security, and provides discriminatory access to UNEs.
2. It is reasonable to provide U S West with the five options for CLEC recombining of UNEs discussed in the body of the order.
3. It is reasonable to require U S West to provide shared transport as a UNE.
4. It is reasonable to require the CLECs who use shared transport to provide U S West with information they may have about significant future variations in usage.

5. It is reasonable to find that the service quality, performance, and technical standards in the record generally have not been shown to be superior to the level of quality U S West provides to itself and other parties.
6. It is reasonable to establish the principle that national standards relating to interconnection, as they evolve, are necessary for efficient interconnection and access to UNEs.
7. It is reasonable to require U S West to provide a real-time mediated computer-to-computer gateway or electronic interface to allow CLECs to access OSS.
8. It is reasonable to limit the access to OSS to the five functions identified by the FCC, while recognizing that functionality from other OSS may be necessary to provision the five functions.
9. It is reasonable to allow the EDI 811 billing format as an interim measure until a national standard format is developed.
10. It is reasonable to require U S West to provide dark fiber as a UNE.
11. It is reasonable to price vertical services and signaling as separate UNEs from the switching UNE.
12. It is reasonable to conclude the performance credits in the agreement are liquidated damages amounts and not penalties.

13. It is reasonable to modify the agreement to make it clear that technical feasibility is not the test for whether a network element must be unbundled, but to retain the ability of CLECs to request access to new UNEs.

14. It is reasonable to modify the agreement to reflect the interplay between the Eighth Circuit Court's limitation that CLECs get access only to the ILEC's existing network and the requirement that ILECs modify their networks to the extent necessary to accommodate interconnection and access to network elements.

15. It is reasonable to reject the U S West proposal that the entire cost of construction relating to CLEC requests be paid by the CLEC before construction begins.

16. It is reasonable to require U S West to notify the CLECs having interconnection agreements with U S West of new interconnection agreements entered and tariffs filed within five days of entering the agreement or filing the tariff.

CONCLUSIONS OF LAW

The Board has jurisdiction of the parties and the subject matter in this arbitration proceeding pursuant to IOWA CODE ch. 476 (1997) and 47 U.S.C. §§ 251 and 252.

ORDERING CLAUSES

IT IS THEREFORE ORDERED:

1. The interconnection agreements between AT&T Communications of the Midwest, Inc., and U S West Communications, Inc., and between MCIMetro Access Transmission Services, Inc., and U S West, approved by the Utilities Board in Docket Nos. AIA-96-1 and AIA-96-2, and effective on January 14, 1997, are modified as reflected in the agreement attached to this final arbitration decision as attachment A. Attachment A is incorporated by reference into this decision.
2. This final arbitration decision on remand will be filed with the U. S. District Court, subject to reservation of the Board's jurisdictional claims, in U S West v. Thoms, No 4-97-CV-70082.
3. The Board will file a red-lined copy of the agreement showing the modifications with the U. S. District Court in U S West v. Thoms, No 4-97-CV-70082, as well as providing an electronic red-lined copy to each party.
4. The modifications shall be effective on the date of issuance of this order and, subject to provisions concerning termination and extension, the agreement shall expire on May 15, 2001.
5. Provisions in the agreement requiring an action within a stated period after the "Effective Date," which in the context of the agreement are affected by the modifications, shall be performed in accordance with the May 15, 1998, effective date.

6. The motion to file rebuttal testimony filed by U S West on April 24, 1998, is denied. The motions to strike filed by AT&T and MCI on April 27 and 28, 1998, respectively, are granted. The AT&T and MCI motions for sanctions are denied.

7. Motions and objections not previously granted or sustained are denied or overruled. Any argument in the briefs not specifically addressed in this decision is rejected either as not supported by the evidence or as not being of sufficient persuasiveness to warrant comments.

UTILITIES BOARD

/s/ Allan T. Thoms

/s/ Emmit J. George, Jr.

ATTEST:

/s/ Raymond K. Vawter, Jr.
Executive Secretary

/s/ Paula S. Dierenfeld

) Dated at Des Moines, Iowa, this 15th day of May, 1998.