ORDERED, That a copy of this Opinion and Order be served upon all parties of record, their counsel, and all interested persons of record.

THE PUBLIC UTILITIES COMMISSION OF OHIO

Craig A. Glazer, Chairman

Jolynn Barry Butler

Ronda Hartman Fergus

Judith A. Jones

Donald L. Mason

GLP;geb

Entered in the Journal
DEC 30 1998
A True Copy

Gary E. Vigorito
Secretary

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Attachment 4

Ameritech.

June 30, 1999

Ms. Daisy Crockron
Docketing Division
The Public Utilities Commission of Ohio
180 E. Broad St.
Columbus, OH 43215

Re: Case No. 93-487-TP-ALT

Dear Ms. Crockron:

As required by the Commission's Opinion and Order issued December 30, 1998, attached for filing is the final report of Ameritech's activities toward compliance with the decision. This report modifies the report filed June 17, 1999, based upon input from the Commission Staff.

A copy of the report was provided to the USA Advisory Committee and the parties in the complaint proceeding.

Sincerely,

Judith E. Matz

Regulatory Affairs

Case No. 93-487-TP-ALT
Ameritech USA Status Report
June 30, 1999

Please be advised that Ameritech has fulfilled all aspects of the Commission's December 30, 1998 order in Case Number 93-487-TP-ALT, as modified by the Commission's February 17, 1999 Entry on Rehearing, regarding USA compliance. The action plan set forth nine requirements, as identified below.

During the six-month course of the action plan, Ameritech has experienced a gain of nearly 11,000 additional USA participants. This represents a 20% gain in participation and exceeds the gain experienced for the entire 1998 calendar year.

Requirement 1: Ameritech shall designate one person to have responsibility for the USA program. That person should have ample decision-making authority for the various issues related to this program, be capable of overseeing the program (including changes), and be committed to carrying out the responsibilities of the program....

Completed Status: In order to comply with this requirement, Ameritech has designated Susan Murtha. Susan is a Senior Manager with Ameritech Consumer Services.

Requirement 2: Improvements should be made with regard to publicity... Personnel capable of developing appropriate materials must be available for this program and an "action plan" under which future publicity efforts will be undertaken should be developed. The action plan should be provided to the Advisory Committee so that it may consider Ameritech's intentions for its publicity efforts.

Completed Status: A Communications and Marketing Plan was developed and reviewed with Commission staff and the USA Advisory Committee during the first quarter.

Mass mailings in cooperation with the Ohio Department of Development (HEAP) have occurred in January, February, March, April and May.

The Spanish version of the USA flier has been produced and distributed. Additionally, in cooperation with Parkview Areawide Seniors, Hungarian and Romanian versions were reproduced.

First and second quarter Bill Page Messages were included with customers' bills.

Outreach is currently being performed by seven groups during the months of May and June.

Requirement 3 (Entry on Rehearing dated February 17, 1999): It was concluded that modifying the composition of the dedicated work group will not be required... Ameritech shall devise a comprehensive action plan within 30 days of the Entry on Rehearing pursuant to which it will make appropriate changes to ensure proper handling by the various personnel involved with USA calls... This action plan shall be filed with the Commission and provided to the Advisory Committee (so that Ameritech and the Advisory Committee can consider the plan and work together to fine tune it). Once finalized, Ameritech shall implement the plan forthwith.

Completed Status: The Call Handling Report was filed with the Commission on March 19, 1999 and a copy provided to the Commission staff and the USA Advisory Committee on March 19, 1999. The Call Handling Report was reviewed and accepted by Commission staff and the USA Advisory Committee without changes or modifications and is therefore considered to be the final version of the Call Handling Report.

Requirement 4: Ameritech shall negotiate the necessary terms and obligations to implement with various service agencies an on-line verification process. Additionally, Ameritech should negotiate the necessary terms and obligations to implement an automatic enrollment pilot with various service agencies (for a discrete area in Ohio). Commission staff should be involved in those discussions as well.

Completed Status Auto Enrollment: Eligible customers in the 614 area code were auto-enrolled in USA Plan during the first week of June 1999. A total of 2,411 customers were auto-enrolled.

Completed Status On-line Verification: Effective 5/28/99 the on-line verification process was implemented by the vendor. Approximately 500,000 eligible social security numbers were loaded into the vendor database. These social security numbers are used to match verify USA eligibility on incoming calls and to enroll in USA. The on-line verification process eliminates the need for the customer to mail in the proof of perjury letter.

Commission staff was involved in weekly team meetings and discussions and conducted a field visit with Ameritech personnel, on May 28 1999, to the USA vendor site to observe, first hand, training and implementation of the on-line verification process.

Requirement 5: Written applications (particularly with an automatic enrollment pilot) should be accepted by Ameritech... Ameritech shall work with the Advisory Committee to develop an appropriate written application form

Completed Status: Ameritech worked with the USA Advisory Committee and Commission staff in the development of the written application. Shipment of the completed form to the various agencies occurred in May 1999.

Requirement 6: Ameritech is instructed to recognize the need to adjust staffing and fulfill that staffing need with scheduled USA publicity efforts.

Completed Status: Ameritech continues to monitor and evaluate staffing levels. No staffing issues have been encountered.

Requirement 7: Ameritech should conduct a formal study to evaluate the reasons for USA "drop offs". The Advisory Committee and Commission staff should review this study prior to it being conducted.

Completed Status: Ameritech contracted with an outside consultant, Dr. Charles Jamison, to conduct qualitative Focus Groups with past and present USA participants. The USA Advisory Committee and Commission staff reviewed and endorsed the proposed research design. Focus groups were held in Cleveland and Columbus in May 1999. Dr. Jamison has prepared a program analysis and is presenting findings to Commission staff and the Advisory Committee on June 21, 1999.

With regard to the quantitative portion of the study, statistics have been gathered and customer profiles developed. Ameritech presented the report to Commission staff and the Advisory Committee.

Requirement 8: Ameritech should fulfill its commitment to install direct telephones in all ODHS offices in its service territory for which a technical feasibility issue is not present.

Completed Status: Directors of thirty-two ODHS offices in the thirty Ameritech Ohio counties have been sent letters asking for their permission to install a telephone in their county locations. To date, fifteen county offices have responded positively. Seventeen lobby phones have been installed and three lobby phones are pending installation. Six county offices have declined the offer citing reasons of small offices and already heavy traffic. Nine county offices did not respond to the letter. Ameritech followed up with a phone message to non-respondents.

Requirement 9 (Entry on Rehearing issued February 17, 1999): Ameritech is instructed to appropriately modify the Voice Response Unit (VRU) information and make the information available under another sub-menu, besides "new services".

Completed Status: The list of eligibility programs was re-recorded and was in production with the March VRU release. The revised script regarding the seasonal aspect of HEAP and OECP was approved by the Commission staff, recorded, and was put in place with the April VRU release.

The Commission staff approved a secondary placement of USA on the VRU. The USA announcement continues to be heard by customers requesting new service and additionally by existing Ameritech customers whose call will be handled by a Customer Care Center associate. The new placement and script was put in place with the April, 1999 VRU release.

SERVICE LIST

CASE NO. 93-487-TP-ALT

LEGAL AID SOCIETY OF CLEVELAND
Joseph P. Meissner
1223 West Sixth Street
Cleveland, OH 44113

OFFICE OF THE CONSUMERS' COUNSEL
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Barry Cohen
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CITY OF TOLEDO
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APPALACHIAN PEOPLE'S ACTION COALITION
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861 N. High Street
Columbus, OH 43215

EDGEMONT NEIGHBORHOOD COALITION
Ellis Jacobs
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Dayton, OH 45402

PUBLIC UTILITIES COMMISSION
Steven T. Nourse
180 East Broad Street, 7th Floor
Columbus, Ohio 43215-3793

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Attachment 5

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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Joint Application of SBC Communications Inc., SBC Delaware, Inc., Ameritech Corporation, and Ameritech Ohio for Consent and Approval of a Change of Control.	))))))	Case No. 98-1082-TP-AMT

STIPULATION AND RECOMMENDATION

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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Joint Application of SBC Communications Inc., SBC Delaware, Inc., Ameritech Corporation, and Ameritech Ohio for Consent and Approval of a Change of Control.	))))))	**Case No. 98-1082-TP-AMT**

STIPULATION AND RECOMMENDATION

The Staff of the Public Utilities Commission of Ohio ("Commission Staff" or "Staff"), and the parties hereto,[1] being the Joint Applicants (SBC Communications Inc. ("SBC"), SBC Delaware, Inc., Ameritech Corporation ("Ameritech"), and Ameritech Ohio) and such of the intervening parties in this proceeding as have evidenced their agreement by subscribing hereto (collectively, the "Stipulating Parties"), hereby submit to the Public Utilities Commission of Ohio (the "Commission") this Stipulation and Recommendation (the "Stipulation").

I. RECITALS

A. On July 24, 1998, SBC, SBC Delaware, Inc., Ameritech, and Ameritech Ohio filed a Joint Application seeking Commission approval of a change of control for Ameritech Ohio pursuant to R.C. § 4905.402.

B. In the Commission's October 15, 1998 Entry, the motions to intervene of the following parties were granted: Time Warner Telecom of Ohio, L.P. ("Time Warner Telecom"), Time Warner Cable, Ohio Consumers' Counsel ("OCC"), Payphone Association of Ohio, Ohio

[1] Pursuant to O.A.C. 4901-1-10, the Staff is a party for purposes of this Stipulation.

Cable Telecommunications Association ("OCTA"), City of Toledo, AT&T Communications of Ohio, Inc. (AT&T), Airtouch Cellular, Inc., State Alarm, Inc., Nextlink Ohio, Inc., United Telephone Company of Ohio, Sprint Communications Company L.P., Empowerment Center of Greater Cleveland, CoreComm Newco, Inc. f/k/a Cellular One, Telecommunications Resellers Association, MCI Telecommunications Corp., MCImetro Access Transmission Services, Inc., Iwaynet Communications, Inc., ICG Telecom Group, Inc., and Edgemont Neighborhood Coalition ("Edgemont"). The motion to intervene of Parkview Areawide Seniors was granted by Entry dated October 29, 1998, and the motion to intervene of American Association of Retired Persons ("AARP") was granted by Entry dated December 18, 1998. The City of Toledo and AirTouch Cellular, Inc. subsequently withdrew from this proceeding.

C. On October 15, 1998, the Commission issued an Entry identifying issues to be addressed in this proceeding.

D. On November 6, 1998, the Commission Staff filed a Preliminary Independent Staff Proposal Relative To The Issues Identified by the Public Utilities Commission of Ohio (the "Staff Proposal").

E. The Joint Applicants and several intervenors filed comments and reply comments, as well as written testimony in this case, and a hearing was commenced on January 7, 1999 pursuant to the schedule established by the Commission.

F. Representatives of the Joint Applicants, Commission Staff, and all parties interested in doing so met in several open sessions, beginning on December 16, 1998, in an attempt to reach a common resolution of the nine issues set forth in the Commission's October 15, 1998 Entry. All parties were noticed for all sessions. Prior to execution of the final draft of the

Stipulation, multiple drafts, including but not limited to a final draft, were circulated to all parties for their review and comment.

G. After extensive negotiations, the Stipulating Parties, represented by experienced counsel and other experts reflecting widely varying interests and knowledgeable of the circumstances, having before them, inter alia, the Joint Application and Staff Proposal, having conducted extensive discovery and reviewed and considered the comments and testimony in this proceeding, and otherwise being fully advised, have agreed upon the terms of this Stipulation, set forth herein, and recommend its adoption by the Commission.

H. The Stipulating Parties recognize that the Commission is not bound by the terms of this Stipulation, but submit that it is entitled to careful consideration. The Stipulating Parties stipulate that (1) this Stipulation is a product of serious bargaining among capable, knowledgeable parties; (2) the Stipulation, as a package, benefits customers and the public interest; and (3) the Stipulation and its terms and conditions do not violate any important regulatory principle or procedure.

I. The Supporting Stipulating Parties stipulate that this Stipulation promotes competition, addresses the issues identified in the Commission's October 15, 1998 Entry, and satisfies the requirements contained in R.C. § 4905.402 and in R.C. §§ 4905.49 and 4905.491, if deemed applicable. The Supporting Stipulating Parties further stipulate and agree that approval of the Joint Application conditioned on the terms of this Stipulation will promote the public convenience and result in the provision by Ameritech Ohio of adequate service for a reasonable rate, rental, toll, or charge. Accordingly, the Supporting Stipulating Parties recommend that the Stipulation should be adopted in its entirety, without modification, deletion, or addition, by the Commission.

WHEREFORE, the Stipulating Parties hereby stipulate and agree as follows:

II. DEFINITIONS

A. The term "**Alternative Regulation Plan**" means the Plan of Alternative Regulation approved by the Commission in Case Nos. 93-487-TP-ALT and 93-576-TP-CSS by its Opinion and Order dated November 23, 1994 and Entry on Rehearing dated January 19, 1995, ratified by Senate Bill 306 signed into law on June 18, 1996, and implemented pursuant to the Settlement Agreement in Case No. 96-532-TP-UNC.

B. The terms "**Commission**" and "PUCO" mean the Public Utilities Commission of Ohio.

C. The term "**SBC/Ameritech**" means SBC Communications Inc., Ameritech Corporation, Ameritech Ohio, and/or any of their affiliates.

D. The term "**Merger**" means the business combination of SBC Communications Inc. and Ameritech Corporation as set forth in the Agreement and Plan of Merger Among Ameritech Corporation, SBC Communications Inc. and SBC Delaware, Inc., Dated as of May 10, 1998 (the "Merger Agreement").

E. The terms "**Merger Closing Date**" and "**Merger Closing**" mean the day that, pursuant to the Merger Agreement, Ameritech and SBC cause a Certificate of Merger to be executed, acknowledged, and filed with the Secretary of State of Delaware as provided in Section 251 of the Delaware General Corporation Law, as amended.

F. The term "**NEC**" means a New Entrant Carrier as that term is defined in the Commission's guidelines issued in Case No. 95-845-TP-COI as of the date of this Stipulation, regardless of whether future regulatory changes alter the meaning of a NEC in Ohio.

G. The term "**Small NEC**" means any NEC that, when combined with all of the NEC's affiliates and the NEC's joint ventures that provide telecommunications services, has less

than $300 million in total annual telecommunications revenues, excluding revenues from wireless services, as reported to the Securities and Exchange Commission or in other documents mutually agreeable to such NEC and SBC/Ameritech. Any dispute relating to the application of this definition may be resolved by the Commission.

H. The term **"Collaborative Process"** means a series of meetings open to all interested persons wherein all participants will endeavor in good faith to reach a mutually agreeable resolution of the issue or issues presented for discussion at such meetings. However, in the event the participants are not able to reach a mutually agreeable resolution, SBC/Ameritech and all other participants retain the right to develop and propose to the Commission a resolution to any issue that they believe is appropriate.

I. Where this Stipulation defines a period of time as "*x* years following" an event or as "a period of *x* years" after an event, the period of time begins on the date of the event and ends *x* years thereafter (*i.e.*, if the Stipulation refers to "3 years following the Merger Closing Date" and the Merger Closing Date is 7-1-1999, the relevant time period is from 7-1-1999 through 6-30-2002).

J. The term **"Stipulating Party"** refers to a signatory to this Stipulation.

K. The term **"Supporting Stipulating Party"** refers to a signatory party to this Stipulation that supports the Joint Application based on this Stipulation.

L. The term **"Non-Opposing Stipulating Party"** refers to a signatory party to this Stipulation that agrees not to oppose the Joint Application based on this Stipulation.

III. GENERAL TERMS AND CONDITIONS

A. The Supporting Stipulating Parties agree that, subject to the conditions as set forth herein, the Commission should approve the Joint Application by approving and adopting, as part

of its Opinion and Order in this matter, this Stipulation resolving all of the issues in this proceeding.

B. The terms of this Stipulation shall become effective upon approval of the Stipulation, by Commission Order, as a full and final resolution of the issues.

C. Except as otherwise specifically stated, the terms of this Stipulation shall commence on the Merger Closing Date. In the event the Joint Applicants withdraw their Joint Application, the obligations under this Stipulation shall then become null, void, and of no effect except for those which by their express terms survive such a withdrawal.

D. On the Merger Closing Date or immediately thereafter, the Joint Applicants will file a notice in this docket that the Certificate of Merger has been filed with the Secretary of State of Delaware.

E. The Stipulating Parties agree that, if the Commission's Opinion and Order in this proceeding adopting this Stipulation contains material modifications, deletions, or additions, as the basis for its decision in this proceeding, to be evidenced by incorporation of such material modifications, deletions, or additions of this Stipulation within the Commission's Order in this proceeding by reference, restatement, and/or attachment, any Stipulating Party may withdraw its consent for joining this Stipulation by filing a notice of withdrawal indicating the same within 15 days of the issuance of such Opinion and Order. If the withdrawing Stipulating Party is a Supporting Stipulating Party, then this Stipulation shall thereupon become null and void and shall not constitute any part of the record in this proceeding, nor shall it be used for any purpose in this proceeding or any other proceeding. If such a notice is filed by a Supporting Stipulating Party, the Stipulating Parties agree that the hearing in this proceeding should be reconvened for the Commission Staff to submit its testimony and for any rebuttal testimony as authorized by the

Commission. In the event the hearing is reconvened for that purpose, the Stipulating Parties agree that the hearing in this proceeding should not be considered concluded, for purposes of triggering the 20-day decision timeline in R.C. § 4905.402, until such time as the reconvened hearing is concluded. A notice of withdrawal by one or more Non-Opposing Stipulating Parties shall not render the Stipulation null and void, and the Stipulation shall continue to be a part of the record in this proceeding. Should a Non-Opposing Stipulating Party file a notice of withdrawal pursuant to this Section III.E., however, that party may thereafter elect to file an application for rehearing, support or oppose another party's application for rehearing, and/or file an appeal from the Commission's adoption of the Stipulation (as modified by the Commission).

F. Subject to Commission approval, the Stipulating Parties agree to support completion of the hearing and briefing on this Stipulation in an expeditious manner so as to allow the record to be submitted to the Commission within 30 calendar days of the date of this Stipulation.

G. The Stipulating Parties agree that they will make no official statement or representation, orally or in writing, inconsistent with the Supporting Stipulating Party or Non-Opposing Stipulating Party status of the signatories to this Stipulation, and will use their best efforts to ensure that their agents and employees will make no such statement or representation.

IV. PERFORMANCE MEASUREMENTS, STANDARDS/BENCHMARKS, AND REMEDIES FOR OPERATIONS SUPPORT SYSTEMS AND FACILITIES

A. Collaborative Process for Applying Best Practices to Improve OSS.

1. SBC/Ameritech shall adopt procedures for improving Ameritech Ohio's OSS as set forth in this Section IV.A. SBC/Ameritech will establish a joint SBC/Ameritech task force comprised of their OSS subject matter experts that is to identify the best practices of SBC's and Ameritech's OSS. As part of the effort to improve OSS, the joint SBC/Ameritech task force will investigate the economic and technical feasibility of improving and integrating SBC's and Ameritech Ohio's OSS systems, including but

not limited to, systems and procedures for pre-ordering, ordering, provisioning, billing, and repair and maintenance.

2. In conjunction with such task force, SBC/Ameritech will obtain advisory input from the Commission Staff and NECs through a collaborative process.

3. SBC/Ameritech will present to the collaborative participants proposed OSS improvements to Ameritech Ohio's OSS within 60 days of the Merger Closing. SBC/Ameritech will also report on planned OSS improvements and the associated implementation timelines to the collaborative participants within 90 days of the Merger Closing. SBC/Ameritech further agree to implement such improvements to Ameritech Ohio's OSS within 180 days of the Merger Closing unless they conclude that it is not economically or technically feasible to implement one or more of the proposed OSS improvements within such 180 day period or at all. If SBC/Ameritech reach such a conclusion, they will review this conclusion with the collaborative participants, prior to the report to be submitted within 90 days of the Merger Closing Date. Such review will include any recommendations on substitute measures or modified timelines that could be implemented in the alternative.

4. SBC/Ameritech will provide NECs with ongoing advance information on OSS improvements and a reasonable period to make related changes, if any, to their systems by incorporating the principles contained in the Change Control Process described in the document entitled "SWBT Competitive Local Exchange Carrier (CLEC) EDI/LSR Change Control Process," which is attached hereto as Appendix 2, within 30 days of the Merger Closing Date.

5. SBC/Ameritech will utilize the approach contained in the California template for an Interconnection Agreement Appendix, which is attached hereto as Appendix 3, for providing NECs access to new and/or changed OSS systems.

B. Additional Support for Small NECs.

1. Within 30 days following the Merger Closing Date, SBC/Ameritech will also designate and make available a team of a sufficient number of OSS experts dedicated and empowered to assist Small NECs in Ohio with OSS issues. Such team will be available to provide training and assistance, but not the provisioning of telecommunications services, to such NECs at no additional cost for a minimum of 12 months following the designation of the team. A Small NEC may reasonably request a change, expansion, and/or reduction in the composition of the dedicated team.

2. For those Small NECs that are Stipulating Parties, the Joint Applicants will implement the dedicated team of OSS experts referenced in Section IV.B.1. beginning 30 days following the Commission's entry of a final appealable order in this proceeding approving the Merger. Such team will be available to provide assistance for either: i) 12 months following the designation of the team; or ii) 12 months following the Merger Closing Date, whichever results in a longer period of assistance.

3. Within 90 days following the Merger Closing Date, SBC/Ameritech will identify and develop training, procedures, and systems that will be beneficial to Small NECs operating in Ohio. Within 120 days following the Merger Closing Date, SBC/Ameritech will provide notice of such training, procedures, and systems to all Small NECs.

C. NEC Service Centers, Staffing, and Resolution of Current OSS Disputes.

1. The Joint Applicants will not move the Ameritech NEC service centers located in Milwaukee, Wisconsin and Grand Rapids, Michigan for 12 months following the Merger Closing Date.

2. The Joint Applicants will not reduce Ameritech's staffing levels of experienced and qualified staff dedicated and empowered to provide NEC service, including staffing based in Ohio, for 4 years following the Merger Closing Date. The staffing levels shall be based on the highest of: i) the levels in place as of the Merger Closing Date; ii) the levels in place as of the date on which the Commission enters a final appealable order approving the Merger; or iii) the levels in place as of the date of the Stipulation.

3. During the period between the date of this Stipulation and the Merger Closing Date, Ameritech Ohio will use its reasonable best efforts, in good faith, to resolve current OSS disputes.

4. During the period commencing on the date of this Stipulation and ending 4 years following the Merger Closing Date, a NEC may reasonably request in writing, with substantiation, that Ameritech Ohio address claimed problems with an assigned account manager. Ameritech Ohio commits to seriously consider the request after investigation and to meet with the NEC promptly within 30 days to discuss the claimed problems and to attempt to address them.

D. Collaborative Process for Implementing OSS and Facilities Performance Measurements, Standards/Benchmarks, and Remedies.

1. Within 30 days following the Merger Closing Date, SBC/Ameritech will establish a joint SBC/Ameritech task force comprised of their performance

measurements subject matter experts that is to develop a plan to implement OSS and facilities performance measurements, associated standards/benchmarks, and remedies in Ohio.

2. The task force will review the economic and technical feasibility of adopting in Ohio each of the OSS and facilities performance measurements and related standards/benchmarks that SBC has agreed to implement in Texas as a result of the Texas collaborative process ("the Agreed To Standards/Benchmarks," which are attached hereto as Appendix 1). This review will identify the differences, if any, between the underlying legacy systems and equipment, including computer, manual and data generating systems and equipment, in Texas and Ohio which may make it economically or technically infeasible to implement certain agreed to performance measurements and/or related standards/benchmarks in Ohio. If no such differences are identified for a particular measurement or standard/benchmark, SBC/Ameritech will implement that performance measurement or standard/benchmark in Ohio. As of the date of this Stipulation, SBC has agreed to implement in Texas 105 such performance measurements and Agreed To Standards/Benchmarks, which include the performance measurements identified in a U.S. Department of Justice March 6, 1998 letter. Should SBC agree to implement additional measurements or standards/benchmarks in the Texas collaborative prior to the date the task force is established, the task force will include such additional measurements or standards/benchmarks within its review.[2] Additionally, should SBC agree to remedies (*e.g.*, damages, penalties, and credits) associated with one or more Agreed To Standards/Benchmarks in the Texas collaborative prior to the date the task force is established, the task force will also review such agreed to remedies to determine whether it is appropriate to implement such remedies in Ohio considering any relevant differences between Texas and Ohio.

3. Within 60 days following the Merger Closing Date, in conjunction with such task force, SBC/Ameritech will work with the Commission Staff, NECs, and any other interested parties in a collaborative process to develop the initial performance measurements, standards/benchmarks, and remedies to be implemented in Ohio. SBC/Ameritech will meet with the collaborative participants on a regular basis to review the status of implementing each of the agreed to performance measurements, Agreed To Standards/Benchmarks, and/or remedies in Ohio. Such review will include either:

[2] Provided, however, that should SBC agree to LNP-related performance standards in Texas, such LNP-related performance standards will not be Agreed To Standards/Benchmarks subject to the task force's review. Nevertheless, any participant in the collaborative process may suggest LNP-related performance standards that are appropriate for discussion and potential implementation in Ohio.

(A) the timeline for implementing the performance measure, associated standard/benchmark, and remedy in Ohio; or

(B) an explanation of why SBC/Ameritech believe it is not economically and/or technically feasible to implement either the performance measure, standard/benchmark or remedy in Ohio, in which case SBC/Ameritech would discuss any substitute measure(s), associated standard(s)/ benchmark(s), and/or remedy(ies) that would be appropriate.

4. Within 120 days following the Merger Closing Date, the task force will complete its initial review of performance measurements/ standards/benchmarks/remedies with the collaborative participants.

5. Beginning 90 days following the Merger Closing Date and completing within 180 days following the Merger Closing Date, SBC/Ameritech will implement in Ohio (subject to any required Commission approval, which will be timely sought), each of the Agreed To Standards/Benchmarks that they determine are economically and technically feasible to implement. Implementation will occur on a rolling basis as each Agreed To Standard/Benchmark is tested and becomes operationally ready and will fully apply to both resale and facilities, where applicable, when implemented. If SBC/Ameritech determine that it is not economically or technically feasible to implement one or more Agreed To Standards/Benchmarks in Ohio within 180 days following the Merger Closing Date, they agree to implement such Agreed To Standards/Benchmarks as soon as it is economically or technically feasible to do so.

6. Within the later of 270 days following the Merger Closing Date or April 1, 2000, SBC/Ameritech will implement in Ohio at least 79 of the 105 performance measurements and related standards/benchmarks as set forth in Appendix 1. SBC/Ameritech will not raise economic or technical feasibility or the exception for Y2K-related problems set forth in Section XIV.C. as an excuse for noncompliance with this commitment. Within 280 days following the Merger Closing Date or April 11, 2000, whichever is later, SBC/Ameritech will file a letter in this docket and serve such letter upon all NECs with whom Ameritech Ohio has an approved interconnection agreement attesting whether or not SBC/Ameritech have met this commitment. Such attestation is subject to review by the Commission. If SBC/Ameritech attest that they did not, or the Commission finds that they did not, implement in Ohio at least 79 of the 105 performance measurements and related standards/benchmarks set forth in Appendix 1 within the later of 270 days following the Merger Closing Date or April 1, 2000, SBC/Ameritech will make a payment of $20 million, as follows:

a. $17.5 million, as payments to NECs providing end-user service within Ameritech Ohio's service area as of the date 270 days following the Merger Closing Date or April 1, 2000, whichever is later, as follows:

(A) A NEC's Access Lines, for each NEC, shall be its total number of access lines in service, including, without limitation, residence access lines, business access lines and end-user trunks, and ISDN lines, whether resold or not, measured as of the date 270 days following the Merger Closing Date or April 1, 2000, whichever is later, within Ameritech Ohio's current service area. Each NEC that desires to receive any of the $17.5 million in payments must provide to the Commission Staff, no later than 300 days following the Merger Closing Date or May 1, 2000, whichever is later, a report identifying the number of such lines and trunks for that NEC. Such report shall separately identify: i) the number of resold Ameritech Ohio access lines; ii) the number of unbundled loops purchased from Ameritech Ohio; and iii) all other such lines and trunks in service within Ameritech Ohio's current service area. Each NEC submitting such a report will certify to the Commission Staff the accuracy of such report. The Commission Staff will notify each qualifying NEC of its pro-rata share of the $17.5 million. Thirty days after the date of such notice, the Commission Staff will provide notice to SBC/Ameritech as to the appropriate disbursement of the $17.5 million. Within 30 days of receiving this notice from the Commission Staff, Ameritech Ohio will issue checks totalling $17.5 million made payable to each qualifying NEC for the disbursement amounts listed in Staff's notice to Ameritech Ohio.

(B) Total NEC Access Lines shall be the sum of (A) above for all qualifying NECs submitting a timely report.

(C) A NEC's Pro-Rata Share shall be the ratio of (A) above for that NEC, divided by (B).

(D) Each affected NEC within Ameritech Ohio's current service area shall receive a payment equal to $17.5 million multiplied by the NEC's Pro-Rata Share; and

b. $2.5 million to the Community Technology Fund described below in Section VI.G.