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Re: Notice of Intent to File Petition/Collocation Power Charges

PLEASE BE ADVISED that pursuant to Washington Administrative Code 480-07-650, McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") intends to file a petition with the Washington Utilities and Transportation Commission ("Commission") for enforcement of the Interconnection Agreement Between Qwest Corporation ("Qwest") and McLeodUSA ("Interconnection Agreement"), including the DC Power Measuring Amendment, no less than ten calendar days from the date of this Notice. Specifically, McLeodUSA will seek to enforce Qwest's obligation to refrain from over charging McLeodUSA for Power Plant Usage.

Under the Interconnection Agreement between the parties, Qwest billed McLeodUSA for DC power based on the amount of power originally ordered on the collocation application. This amount was billed and paid regardless of whether the McLeodUSA equipment used the full amount of ordered power. The amount of power originally ordered by McLeodUSA was made using engineering specifications designed to anticipate growth in power usage by the collocated equipment as McLeodUSA added lines being served by the equipment. Because excessive costs resulted from this billing arrangement, McLeodUSA requested an amendment to the Interconnection Agreement. In 2004, the parties entered into the DC Power Measuring

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Amendment to the Interconnection Agreement between Qwest Corporation and McLeodUSA Telecommunications Services, Inc. This amendment provides that Qwest will monitor power usage at the power board at least semi-annually. Once the actual use is known, Qwest must bill for power using the actual usage:

Based on these readings, if CLEC is utilizing less than the ordered amount of power, Qwest will reduce the monthly usage rate to CLEC's actual use. If CLEC is using more than the ordered amount, Qwest will increase the monthly usage rate to the CLEC's actual use.

In accordance with this amendment, Qwest began to monitor power usage at the McLeodUSA collocations. Although Qwest subsequently began to bill one element of collocation power charges using the monitored power usage, Qwest continued to bill for another power charge element – Power Plant Usage – at the “ordered” level of power. Accordingly, Qwest has been overcharging McLeodUSA for the Power Plant Usage element in violation of the DC Power Measuring Amendment. McLeodUSA disputed these charges under the dispute resolution provision of the Interconnection Agreement, but Qwest and McLeodUSA were unable to resolve the dispute. If Qwest continues to refuse to comply with its legal obligations, McLeodUSA will file a petition with the Commission seeking to enforce the Interconnection Agreement and McLeodUSA's legal rights.

Very truly yours,

Davis Wright Tremaine LLP

Mark P. Trinchero

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