

TC05-057  
Exhibit 2  
RECEIVED

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF COLORADO

MAR 31 2005

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Docket No. \_\_\_\_\_

IN THE MATTER OF THE COMPLAINT OF MCLEODUSA TELECOMMUNICATIONS SERVICES, INC., FOR ENFORCEMENT OF AN INTERCONNECTION AGREEMENT WITH QWEST CORPORATION

MCLEODUSA'S NOTICE OF WITHDRAWAL OF  
ITS MOTION FOR EMERGENCY RELIEF

McLeodUSA Telecommunications Services, Inc. ("McLeodUSA"), through its undersigned counsel, hereby provides notice that it may now withdraw its Motion seeking emergency relief from this Commission in connection with its Complaint filed in this docket. However, McLeodUSA also provides notice through this pleading that it will be required to seek separate interim relief from this Commission, albeit on a somewhat less expedited basis.

1. On March 30, 2005, shortly after the Complaint was filed in this docket, a brief telephone conference/hearing was held, attended by the chief Administrative Law Judge, counsel for Qwest, and the undersigned counsel for McLeodUSA. During that telephone call, counsel for Qwest acknowledged that the Temporary Restraining Order issued by the United States District Court for the Northern District of Iowa ("Iowa TRO") prevented Qwest from taking the actions threatened in its March 21, 2005 letter, including the disconnection of Colorado subscribers served by McLeodUSA. Based upon this representation, and conditional upon receipt of written confirmation of these representations, McLeodUSA agreed to file this withdrawal.

2. On the morning of March 31, 2005, an additional telephonic hearing was held between the parties and the chief Administrative Law Judge. During that hearing, Qwest's

counsel reported that Qwest had made assurances to the U.S. District Court Judge presiding over the federal case in Iowa, the Hon. Mark W. Bennett, that Qwest would continue to honor the terms of the Iowa TRO should a decision issue to transfer the Iowa federal case to Colorado, at least until such time as the U.S. District Court in Colorado has an opportunity to rule on a motion for a new temporary restraining order filed by McLeodUSA. Qwest's counsel reiterated that a letter confirming his statements made at the previous afternoon's hearing, as well as this new information, would be forthcoming.

3. The undersigned received the letter from Qwest via fax just before noon today. A copy of that letter is attached hereto as Exhibit A. While the letter accurately reflects the commitments made by Qwest *to the Iowa Court* in connection with its request to transfer the federal case in Iowa to Colorado, it contains no mention of the commitments made orally *to this Commission* by Qwest counsel yesterday afternoon. Most notably, an oral commitment was made that Qwest acknowledged not only the existence of the Iowa TRO, but that the scope of the Iowa TRO prevented Qwest from taking any action to discontinue the taking of orders from McLeodUSA or disconnecting services under the parties' Colorado Interconnection Agreement ("Agreement"). The letter contains no mention of this key commitment.

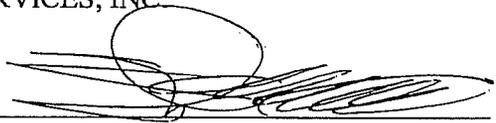
4. Notwithstanding this deficiency in the written confirmation provided by Qwest, McLeodUSA will nevertheless withdraw its Motion for Emergency Relief. Qwest counsel's verbal commitments were clear, and as he correctly pointed out, those commitments were made by a licensed attorney authorized to bind Qwest to those commitments. While the non-responsiveness of the letter is frustrating, it is inconceivable that Qwest would willfully violate the Iowa TRO and the commitments made to this Commission, and intentionally disconnect service to thousands of Colorado homes and businesses after assuring the Commission it would

not do so.

5. While the need for immediate Commission intervention has been averted, McLeodUSA will need to seek additional relief from this Commission, albeit on a less expedited basis, to ensure that any claim of default made by Qwest can be disputed and resolved under the terms of the agreement. McLeodUSA's concern is that Qwest may claim default relating back to its original security deposit demand, and attempt to circumvent the dispute resolution provisions of the Agreement and this Commission's jurisdiction to protect Colorado subscribers from disconnection without notice. Such a pleading will be filed as soon as practically possible.

Respectfully submitted,

MCLEODUSA TELECOMMUNICATIONS  
SERVICES, INC

By: 

Andrew R. Newell (#31121)

**KRYS BOYLE, P.C.**  
600 Seventeenth Street  
Suite 2700, South Tower  
Denver, Colorado 80202  
(720) 889-2237  
(303) 893-2882  
[anewell@krysboyle.com](mailto:anewell@krysboyle.com)

Counsel for McLeodUSA