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The Public Utilities Commission of Ohio
Formal Complaint
Case Number 07-726-TP-CSS

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PUCO

Regina Rountree
27028 Chardon Road, #319
Richmond Heights, Ohio 44143

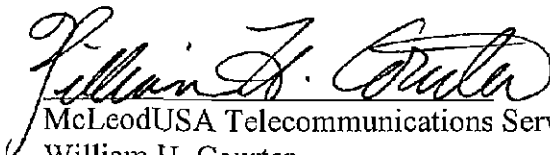
v.

McLeodUSA Answer and
Motion to Dismiss with
Prejudice

McLeodUSA Telecommunications Services, Inc.
One Martha's Way
Hiawatha, Iowa 52233

For Answer and Motion to Dismiss with Prejudice, McLeodUSA Telecommunications Services, Inc. (McLeodUSA) responds as follows:

1. Ms. Rountree filed a formal complaint against McLeodUSA on June 21, 2007.
2. Notwithstanding the facts of this case and our view that McLeodUSA is entitled to charge the \$70 installation charge, McLeodUSA on June 28, 2007 sent a certified, return-receipt letter to Ms. Rountree offering a credit for the \$70 installation charge. In return for this \$70 credit, however, Ms. Rountree must pay all outstanding bills for services provided to and used by Ms. Rountree. The outstanding bill for services totals \$140.14. Therefore, Ms. Rountree would owe McLeodUSA the difference totaling \$70.14.
3. McLeodUSA received in the mail on July 10 a Settlement Agreement signed by Ms. Rountree that agrees, among other things, to the terms described in paragraph 2 above. See Exhibit I attached.
4. Because the basis of this formal complaint has now been resolved between both parties, McLeodUSA respectfully requests that the Commission dismiss with prejudice this formal complaint.



McLeodUSA Telecommunications Services, Inc.
William H. Courter
Assistant General Counsel

Cc: Ms. Rountree

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SETTLEMENT AGREEMENT

IT IS HEREBY AND HEREIN AGREED by and between Regina Rountree, 27028 Chardon Road, Apt 319, Richmond Heights, OH, 44143 (Customer) and McLeodUSA Telecommunications Services, Inc. (McLeodUSA), as follows:

1. Purpose. The purpose of this agreement is to reduce to writing the agreement of the parties to settle all claims regarding Customer account 8795240.
2. The Settlement. In consideration for the compensation described in paragraph 3 below, both parties agree to mutually release, acquit, and forever discharge the other party, its successors in interest and/or its subsidiaries or affiliates, including officers, directors, employees and agents from any and all liability whatsoever regarding the services described in paragraph 3 below. By executing this settlement agreement, both parties agree to pay the amounts specifically set forth in paragraph 3 below.
3. Consideration. The consideration from both parties for this Agreement shall be the following:
 - (a) Customer shall pay McLeodUSA \$70.14 for the balance of McLeodUSA services provided to Customer. Although the total outstanding balance for McLeodUSA services provided to but never paid for by Customer equals \$140.14, McLeodUSA agrees to provide a credit totaling \$70 for installation charges.
 - (b) McLeodUSA agrees to credit the installation charges totaling \$70.
 - (c) McLeodUSA agrees to send one final invoice to the Customer that is consistent with these settlement terms.

Exhibit 1

4. Mutual Release. In addition to the general release described in paragraph two (2) above, the parties further mutually release each other and agree as follows:

A. That this Agreement covers all damages, direct or indirect, whether known or not known and which may hereafter appear or develop arising from the matters above referred to;

B. That the above consideration is all that both parties intend for the claims and no promise for any other or further consideration has been made by anyone;

C. That this Agreement is executed as a compromise settlement of a disputed claim, liability for which is expressly denied, and the payment of the above sums do not constitute an admission of liability on the part of any person or entity; and

D. That both parties are executing this Agreement solely in reliance upon their knowledge, belief, and judgment and not upon any representations made by parties released or others on their behalf.

5. Remedies of the Parties. In the event either party defaults upon any terms or provisions of this Agreement, the non-defaulting party shall be entitled to recover reasonable attorney fees and costs from the defaulting party.

6. Time is of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

7. This Agreement sets forth the entire understanding of the parties and supercedes any and all prior agreements, arrangements or understandings relating to the subject matter hereof. Each individual signing this agreement represents and warrants that they are duly authorized to make and sign this Agreement on behalf of the party involved.

Regina Rountree

Regina Rountree
(signature)

Name _____

Dated: 07-05-07

McLeodUSA Telecommunications Services, Inc.

William H. Coulter
(signature)

Name WILLIAM H. COULTER
Title ASST. GENERAL COUNSEL

Dated: June 28, 2007