

For settlement purposes only

SETTLEMENT AND RELEASE AGREEMENT

This is a Settlement and Release Agreement (“Agreement”), entered on December 2, 2015 (“Effective Date”), by and between Windstream Communications, LLC. (“Windstream”) with its place of business at 4001 North Rodney Parham Rd., Little Rock, Arkansas 72212 and Ronald Gantz (“Mr. Gantz”) domiciled at 1525 Mount Joy Road, Manheim, PA 17545. Windstream and Mr. Gantz are individually referred to in this Agreement as “Party” and collectively, as “Parties”.

RECITALS AND AGREEMENTS:

WHEREAS, the Parties are engaged in a dispute related to each other’s acts, omissions and representations prior to and during their business relationship that is being terminated with this Agreement. (“Dispute”).

WHEREAS, the parties are entering this Agreement to resolve all matters as of that last date the Agreement is signed. (“Effective Date”).

WHEREAS, Windstream admits no wrongdoing in this matter.

THEREFORE, in consideration of the foregoing and the covenants and terms contained herein, the Parties agree as follows:

1. **RESPONSIBILITIES:** Mr. Gantz formally agrees that Payment will fully resolve PA PUC Complaint No: C-2015-2504808. Mr. Gantz acknowledges that Windstream will be filing a Certification of Satisfaction once this agreement is executed and has provided proper notice of such filing.
2. **CASH SETTLEMENT:** Windstream agrees to pay Mr. Gantz in the amount of one thousand five hundred dollars (\$1,500) within 30 days of the Effective Date. (“Payment”). In order to ensure payment Mr. Gantz agrees to provide Windstream a W-9 form.
3. **RELEASE OF CLAIMS.** In consideration of the mutual promises and agreements herein, Mr. Gantz fully releases Windstream and its parent, subsidiaries, affiliated and sister companies, successors and assigns and their respective directors, officers, shareholders, agents, employees, and attorneys from any and all claims, causes of action, damages, liabilities, costs, and attorneys' fees and expenses whatsoever, known or unknown, whether arising out of breach of breach of the Agreements, or any other contract (including, but not limited to any oral agreement), tort (including negligence), unjust enrichment, strict liability or otherwise, which Mr. Gantz now has or to which Mr. Gantz may hereafter become entitled, arising out of or relating

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to the Dispute and any and all agreements between the parties. Mr. Gantz covenants not to sue Windstream for any released claim.

4. This Agreement is a final and complete statement of the agreement among the Parties and entirely supersedes all prior or contemporaneous agreements and negotiations, oral or written.
5. The failure of any Party to enforce any of its rights hereunder is not a waiver of such rights, unless the Party executes an express signed written waiver of such rights. The waiver by any Party to this Agreement of a breach of any provision of the Agreement by another Party is not a waiver by such Party of any subsequent breach by such other Party.
6. This Agreement binds and inures to the benefit of the Parties and their successors, assigns, and affiliates.
7. The Parties have entered into this Agreement voluntarily and with full knowledge and understanding of its terms. This Agreement is a compromise of disputed claims, and this Agreement must not be construed as, or deemed to be, evidence of an admission or concession of any fault or liability for any damages whatsoever on the part of any of the Parties.
8. The Parties agree that neither Party may disclose the terms and conditions of this Agreement except as necessary to its affiliated companies, auditors, accountant, attorneys, or as required by applicable law. The Parties must refrain from making or publishing to any third party, in writing or orally, any defamatory or disparaging comments about each other.
9. In the event a court of competent jurisdiction finds that any provision of this Agreement is invalid in any respect, such invalidity will not affect any other provision hereof, and the remaining provisions of this Agreement will continue in full force and effect.
10. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart is to be deemed an original, and, when taken together with the other signed counterparts, constitutes one agreement.

IN WITNESS whereof Windstream and Mr. Gantz have hereunto subscribed their hands on the date stated above.

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Windstream Communications, LLC
("Windstream")

Ronald Gantz
("Mr. Gantz")

By: _____

By: Ronald Gantz

Print Name: _____

Print Name: RONALD GANTZ

Title: _____

Title: Farm owner

Date: _____

Date: 12/3/2015