

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Jonathan W. & Patricia A. Lewis  
Complainant

v.

Windstream Pennsylvania, LLC  
Respondent

Complaint Docket  
No: C-2017-2587125

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**CERTIFICATE OF SATISFACTION**


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Respondent Windstream Pennsylvania, LLC (“Windstream”), by and through its counsel, submits this Certificate of Satisfaction pursuant to 52 Pa. Code § 5.24(b). Windstream performed repairs so that Complainant’s telephone services are operational and has reached a settlement agreement with the Complainant regarding credits associated with call quality and phone services. Windstream hereby certifies that it has addressed the issues raised in the above-captioned Complaint and that Complainant, Jonathan W. & Patricia A. Lewis, have acknowledged satisfaction of the Complaint to Windstream and that they no longer wish to pursue the Complaint.

Windstream has served a copy of this Certificate of Satisfaction upon Complainant as evidenced by the attached Certificate of Service. Complainant is hereby informed that they have the right to object, in writing, within ten (10) days and that unless Complainant objects, in writing, within ten (10) days, the Complaint shall be withdrawn and the Public Utility Commission’s Complaint Docket at C-2017-2587125 will be marked closed.

DATED: March 9, 2017

Respectfully submitted,



Daniel Pilkington, Counsel II  
Windstream Communications, LLC.  
4001 N. Rodney Parham Road  
Little Rock, Arkansas 72212  
[Daniel.Pilkington@Windstream.com](mailto:Daniel.Pilkington@Windstream.com)

CERTIFICATE OF SERVICE

I hereby certify that I have on this day March 9, 2017, served a true and correct copy of the foregoing document upon the persons and in the manner listed below in accordance with the requirements of 52 Pa. Code § 1.54:

Jonathan W. & Patricia A. Lewis  
1063 Neely Road  
Clarion, PA 16214-3951

Secretary of the Pennsylvania Public Utility Commission,  
400 North Street  
Harrisburg, PA 17120

A handwritten signature in cursive script, appearing to read "Dan. Pilking", written over a horizontal line.

Daniel Pilkington  
Counsel II

# **EXHIBIT A**

## SETTLEMENT AND RELEASE AGREEMENT

This is a Settlement and Release Agreement ("Agreement"), entered on February 22, 2017 ("Effective Date"), by and between Windstream Services, LLC, on behalf of any and all of its affiliates and subsidiaries (Windstream), and Patricia A. Lewis and Jonathan W. Lewis (Complainants). The entities are individually referred to in this Agreement as "Party" and collectively, as "Parties".

### RECITALS AND AGREEMENTS:

WHEREAS, the Parties are engaged in a Formal Complaint filed with the Pennsylvania Public Utility Commission, Case No.: C-2017-2587125, related to telecommunications services Windstream provided to Complainants.

WHEREAS, the parties are entering this Agreement to resolve all matters related to the Complaint listed above.

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

1. **RESPONSIBILITIES:** Windstream shall issue a sole credit of \$440.00 on Complainants Windstream account. Such credit amount shall be issued immediately on Complainants' account 020521759.

Complainants agree to dismiss the Formal Complaint, Case No.: C-2017-2587125 and to execute any necessary affidavits or certificate of satisfaction to effectuate such dismissal.

2. **RELEASE OF CLAIMS.** In consideration of the mutual promises and agreements herein and the Payment, Windstream and their affiliates and the Complainants fully release each other from any claim associated with the Formal Complaint described above.
3. 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.
4. 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.
5. 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.

- 6. 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 Complainants have hereunto subscribed their hands on the date stated above.

**Windstream Services, LLC**  
("Windstream")

**Patricia A. Lewis**  
("Complainant")

By: \_\_\_\_\_

By: Patricia A. Lewis

Print Name: \_\_\_\_\_

Print Name: PATRICIA A. LEWIS

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: March 3, 2017

**Jonathan W. Lewis**  
("Complainant")

By: Jonathan W. Lewis

Print Name: Jonathan W. Lewis

Title: \_\_\_\_\_

Date: March 3, 2017

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.

6. 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 Complainants have hereunto subscribed their hands on the date stated above.

**Windstream Services, LLC**  
("Windstream")

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Patricia A. Lewis**  
("Complainant")

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Jonathan W. Lewis**  
("Complainant")

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Before The Pennsylvania Public Utility Commission

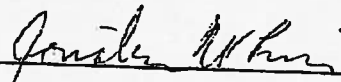
Jonathan W. & Patricia A. Lewis )  
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 Windstream Services, LLC )  
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 Respondent )  
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Complaint Number C-2017-2587125

**AFFIDAVIT OF**  
**JONATHAN W. LEWIS**

PERSONALLY APPEARED BEFORE ME, Jonathan W. Lewis, who being duly sworn deposes and states as follows:

1. I am over the age of eighteen, am fully competent to give this affidavit, and have personal knowledge of the following statements.
2. I previously filed a Formal Complaint with the Pennsylvania Public Utility Commission against the Respondent in the above styled action. My Complaint involved call quality and phone service issues.
3. Respondent visited my residence and did repairs to address our previous concerns listed in our Complaint. My call quality and phone service issues have improved since this visit and I am satisfied that my call quality and phone service issues have been repaired by the Respondent.
4. I have reached a settlement agreement with Windstream (Exhibit A) regarding credits associated with my call quality and phone services and can confirm that my formal complaint has been satisfied and should be dismissed.

  
 \_\_\_\_\_  
 Jonathan W. Lewis

Before The Pennsylvania Public Utility Commission

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 Respondent )  
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Complaint Number C-2017-2587125

**AFFIDAVIT OF**  
**PATRICIA A. LEWIS**

PERSONALLY APPEARED BEFORE ME, Patricia A. Lewis, who being duly sworn deposes and states as follows:

1. I am over the age of eighteen, am fully competent to give this affidavit, and have personal knowledge of the following statements.
2. I previously filed a Formal Complaint with the Pennsylvania Public Utility Commission against the Respondent in the above styled action. My Complaint involved call quality and phone service issues.
3. Respondent visited my residence and did repairs to address our previous concerns listed in our Complaint. My call quality and phone service issues have improved since this visit and I am satisfied that my call quality and phone service issues have been repaired by the Respondent.
4. I have reached a settlement agreement with Windstream (Exhibit A) regarding credits associated with my call quality and phone services and can confirm that my formal complaint has been satisfied and should be dismissed.



Patricia A. Lewis