



ATTORNEYS AT LAW / A PROFESSIONAL CORPORATION

One Logan Square
27th Floor
Philadelphia, PA 19103-6933
215.568.0300/facsimile

www.hangley.com

Cary L. Rice
Direct Dial: 215.496.7032
Cell: 518.424.6616
E-mail: crice@hangley.com

[PHILADELPHIA, PA](#)

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[HARRISBURG, PA](#)

[NORRISTOWN, PA](#)

November 4, 2020

Via First-Class Mail and PUC eFiling

Administrative Law Judge F. Joseph Brady
Suite 4063
801 Market Street
Philadelphia, PA 19107

Re: *Tom Skiffington for RE/MAX 440 v. Windstream Pennsylvania, LLC*,
No.: C-2018-3006553

Dear Judge Brady:

This firm represents Respondent Windstream Pennsylvania, LLC (“Windstream Pennsylvania”) in the above-referenced PUC matter. Windstream Pennsylvania writes to seek an Order dismissing this action for the reasons discussed below relating to Windstream Pennsylvania’s bankruptcy.

I. BACKGROUND

As noted in both Windstream Pennsylvania’s Suggestion of Bankruptcy and Notice of the Automatic Stay filed in this action on April 4, 2019 (Ex. A to Ex. 1) and in the Stay Order entered in this action on April 17, 2019 (Ex. B to Ex. 1), Windstream Pennsylvania filed a voluntary petition under Chapter 11 of the United States Bankruptcy Code on February 25, 2019. Its bankruptcy case has been pending before the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) as case no. 19-22505-rdd.¹ Tom Skiffington for Re/Max 440 (the “Complainant”) also received the Notice of Commencement of Bankruptcy, Notice of Bar Date, Confirmation Hearing Notice and Notice of Effective Date. As further noted in the Suggestion of Bankruptcy/Notice of the Automatic Stay and the Stay Order, both of which were served on the Complainant, the bankruptcy petition operated as a stay barring the (1)

¹ Windstream Pennsylvania’s bankruptcy petition (case no. 19-22505-rdd) was consolidated for procedural purposes with the petitions filed by other Windstream entities as case no. 19-22312-rdd in the Bankruptcy Court.

continuation of any action commenced prior to the start of the bankruptcy proceeding, and (2) recovery of a claim that arose before the start of such a proceeding, thus preventing this action (filed in late 2018) from continuing against Windstream without first obtaining relief from the automatic stay from the bankruptcy court.

No order was entered in the bankruptcy proceeding granting relief from the automatic stay in this matter. The deadline for filing a Proof of Claim in all of the Windstream bankruptcy cases was July 15, 2019. See **Exhibit 1**, Bankruptcy Order ¶¶ 2, 6 (May 13, 2019) (setting July 15, 2019 as the deadline for persons/entities asserting claims that arose before the Petition Date to submit a Proof of Claim, and providing that a holder of such a Claim that fails to submit a Proof of Claim by the deadline “shall be forever barred, estopped, and enjoined from . . . asserting such Claim”). Complainant did not file a Proof of Claim in the bankruptcy.

II. ARGUMENT

Complainant’s failure to file a Proof of Claim precludes it from obtaining monetary damages based on any alleged injuries that occurred prior to Windstream Pennsylvania filing its bankruptcy petition on February 25, 2019—including the injuries Complainant asserted in the Complaint it filed in this action on December 14, 2018.² On June 26, 2020, the Bankruptcy Court entered a Confirmation Order approving the Windstream entities’ First Amended Joint Chapter 11 Plan of Reorganization,³ thus confirming the injunction prohibiting any potential creditor that failed to timely file a Proof of Claim from pursuing any action against the reorganized Windstream debtors (including Windstream Pennsylvania) to collect any debt that arose prior to the Confirmation Order.

In a letter dated September 23, 2020, Windstream Pennsylvania asked the Complainant to dismiss this action for the reasons discussed above. See **Exhibit 3**, Letter from Windstream Pennsylvania to Complainant (Sept. 23, 2020) (including exhibits). Specifically, Windstream Pennsylvania’s September 23 letter requested that the Complainant file a notice with the PUC withdrawing this action by October 7, 2020. As the Complainant has failed to do so, Windstream Pennsylvania respectfully requests an Order dismissing this action with prejudice. See *In re Calderone*, 166 B.R. 825, 830-31 (Bankr. W.D. Pa. 1994) (denying defendants’ counterclaim for monetary damages against debtors where defendants failed to file a proof of claim, noting that “[t]he holder of a disputed claim who fails to file a timely proof of claim is deemed not to have a claim against the chapter 11 estate” and that “[a]ny prepetition claim

² The Complaint in this action requests that Windstream “[r]eimburse us [Re/Max, a former Windstream client] for overcharged amounts during term of agreement.” **Exhibit 2**, Complaint ¶ 5.

³ Order Confirming the First Amended Joint Chapter 11 Plan of Reorganization of Windstream Holdings, Inc. et al., Pursuant to Chapter 11 of the Bankruptcy Code, Case No. 19-22312-rdd (Bankr. S.D.N.Y.) (June 26, 2020) (Doc. No. 2243).

defendants in this case may have against debtor will be extinguished when a discharge is granted”) (citing Fed. R. Bankr. P. 3003(c), other citations omitted); *see also In re Nutri*Bevco, Inc.*, 117 B.R. 771, 778 (Bankr. S.D.N.Y. 1990) (denying motion to file untimely proof of claim, noting that “holders of disputed and unliquidated claims, such as the movants, who fail to file timely proofs of claim are not deemed to have allowed claims against the Chapter 11 estate . . . Such claims are discharged upon confirmation and are no longer obligations of the debtor”) (citations omitted).⁴

A proposed Order dismissing this action is enclosed.

Respectfully submitted,



Cary L. Rice

cc: Re/Max 440, c/o Tom Skiffington (via First-Class Mail w/ enclosures:
701 West Market Street, Perkasio, PA 18944; and via email w/ enclosures,
tskiffington@remax.net)

Windstream Pennsylvania, LLC (via email w/ enclosures)

⁴ In addition to the reasons stated in this letter as to why the Complainant’s instant claim for monetary relief is barred, the Complaint is subject to dismissal for the additional reason that the PUC lacks jurisdiction to award monetary damages (the only relief Complainant seeks, *see* footnote 2, *supra*). *See, e.g., Melissa Johnson*, 2018 WL 4215714, at *5-6 (PUC Aug. 24, 2018) (“The Commission lacks authority to award monetary damages.”) (citing *In Re: Melograne*, 812 A. 2d 1164 (Pa. 2002); *Feingold v. Bell of Pennsylvania*, 383 A.2d 791 (Pa. 1977)). Further, given that the Complainant is no longer a customer of Windstream, there is no non-monetary remedy available for the alleged injuries.

EXHIBIT 1

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
WINDSTREAM HOLDINGS, INC., <i>et al.</i> , ¹)	Case No. 19-22312 (RDD)
Debtors.)	(Jointly Administered)

**ORDER (I) SETTING BAR DATES FOR
SUBMITTING PROOFS OF CLAIM, (II) APPROVING PROCEDURES FOR
SUBMITTING PROOFS OF CLAIM, AND (III) APPROVING NOTICE THEREOF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Bar Date Order”) pursuant to Federal Rule of Bankruptcy Procedure 3003(c)(3): (a) setting bar dates for creditors to submit Proofs of Claim in these chapter 11 cases, (b) approving procedures for submitting Proofs of Claim, and (c) approving the form of notice of the bar dates and manner of service thereof; all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated February 1, 2012; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this is a core proceeding pursuant

¹ The last four digits of Debtor Windstream Holdings, Inc.’s tax identification number are 7717. Due to the large number of Debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at <http://www.kccllc.net/windstream>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 4001 North Rodney Parham Road, Little Rock, Arkansas 72212.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

to 28 U.S.C. § 157(b); and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. Except as otherwise provided herein, all persons and entities including, and without limitation, individuals, partnerships, corporations, joint ventures, and trusts, that assert a claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors which arose before the Petition Date, *including* claims pursuant to section 503(b)(9) of the Bankruptcy Code (each, a "503(b)(9) Claim"), shall submit a written proof of such Claim so that it is *actually received* by Kurtzman Carson Consultants LLC (the "Notice and Claims Agent") before **4:00 p.m. Eastern Time on July 15, 2019** (the "General Claims Bar Date") in accordance with this Bar Date Order.
3. Notwithstanding any other provision of this Bar Date Order, Proofs of Claim submitted by governmental units must be submitted so as to be *actually received* by the Notice and Claims Agent before **4:00 p.m. Eastern Time on August 26, 2019** (the "Governmental Bar Date").
4. Any person or entity that holds a Claim arising from the rejection of an executory contract or unexpired lease must submit a Proof of Claim based on such rejection on or before the

later of (a) the General Claims Bar Date and (b) any date this Court may fix in the applicable order authorizing such rejection and, if no such date is provided, 30 days from the date of entry of such order. The Debtors will provide notice of the Rejection Bar Date to the contract or lease counterparty whose contract or lease is being rejected at the time the Debtors reject any executory contract or unexpired lease.

5. If the Debtors amend or supplement their Schedules subsequent to the date hereof, the Debtors shall provide notice of any amendment or supplement to the holders of Claims affected thereby. The Debtors shall also provide such holders with notice that they will be afforded at least 45 days from the date of such notice to submit Proofs of Claim with respect to Claims affected by the amendment or supplement of the Schedules or otherwise be forever barred from doing so.

6. In accordance with Bankruptcy Rule 3003(c)(2) and the Guidelines, any holder of a Claim that is not excepted from the requirements of the Bar Date Order and fails to timely submit a Proof of Claim in the appropriate form shall be forever barred, estopped, and enjoined from: (a) asserting such Claim against the Debtors and their chapter 11 estates, (b) voting on any chapter 11 plan filed in this case on account of such Claim, and (c) participating in any distribution in these chapter 11 cases on account of such Claim.

7. As appropriate, the Debtors shall mail one or more Proof of Claim forms substantially similar to the Form of Proof of Claim annexed as **Exhibit B** to the Motion, which is hereby approved, indicating on the form how the Debtors have listed such creditor's Claim in the Schedules (including the identity of the Debtors, the amount of the Claim and whether the Claim has been scheduled as "contingent," "unliquidated," or "disputed.")

8. The following procedures for the submission of Proofs of Claim asserting Claims against the Debtors in these chapter 11 cases shall apply:

- a. Each Proof of Claim must: (i) be written in English; (ii) include a Claim amount denominated in United States dollars; (iii) conform substantially with the Proof of Claim Form provided by the Debtors or Official Form 410; (iv) be signed or electronically transmitted through the interface available on the Notice and Claims Agent's website at <http://www.kccllc.net/windstream> by the claimant or by an authorized agent or legal representative of the claimant; and (v) unless otherwise consented to by the Debtors in writing, include supporting documentation.
- b. In addition to the requirements set forth in (a) above, any Proof of Claim asserting a 503(b)(9) Claim must also: (i) include the value of the goods delivered to and received by the Debtors in the 20 days prior to the Petition Date; (ii) attach any documentation identifying the particular invoices for which the 503(b)(9) Claim is being asserted; (iii) attach documentation of any reclamation demand made to any Debtor under section 546(c) of the Bankruptcy Code (if applicable); and (iv) set forth whether any portion of the 503(b)(9) Claim was satisfied by payments made by the Debtors pursuant to any order of the Court authorizing the Debtors to pay prepetition Claims.
- c. Parties who wish to receive proof of receipt of their Proofs of Claim from the Notice and Claims Agent must also include with their Proof of Claim a copy of their Proof of Claim and a self-addressed, stamped envelope.
- d. Each Proof of Claim must specify by name and case number the Debtor against which the Claim is submitted. A Proof of Claim submitted under Case No. 19-22312 or that does not identify a Debtor will be deemed as submitted only against Windstream Holdings, Inc.; *provided, however* that the Debtors may, in their sole discretion, permit a creditor to file one or more consolidated Proofs of Claim against more than one Debtors, provided, further, that such consolidated Proof of Claim must (i) provide against which Debtors the claim is asserted and (ii) set forth the basis for and dollar amounts of each claim the creditor holds against each respective Debtor. A Proof of Claim that names a subsidiary Debtor but is submitted under the Case No. 19-22312 will be treated as having been submitted against the subsidiary Debtor with a notation that a discrepancy in the submission exists.
- e. If the holder asserts a Claim against more than one Debtor or has Claims against different Debtors, a separate Proof of Claim Form must be submitted with respect to each Debtor. To the extent more than one Debtor is listed on the Proof of Claim, such Claim will be treated as if submitted only against the first-listed Debtor.

- f. Each Proof of Claim, including supporting documentation, must be submitted so that the Notice and Claims Agent **actually receives** the Proof of Claim on or before the applicable Bar Date by: (i) electronically using the interface available on the Notice and Claims Agent's website at <http://www.kccllc.net/windstream>, or (ii) first-class U.S. Mail, overnight mail or other hand-delivery system, which Proof of Claim must include an **original** signature, at the following address: Windstream Holdings, Inc. Claims Processing Center, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245.

**PROOFS OF CLAIM SUBMITTED BY FACSIMILE OR ELECTRONIC MAIL
WILL NOT BE ACCEPTED AND WILL NOT BE DEEMED TIMELY SUBMITTED.**

9. The following persons or entities need **not** submit a Proof of Claim in these chapter 11 cases on or prior to the General Claims Bar Date:

- a. any person or entity that has already submitted a Proof of Claim against the Debtors with the Clerk of the Court or the Debtors' Notice and Claims Agent (defined herein) in a form substantially similar to Official Bankruptcy Form No. 410;
- b. any person or entity whose Claim is listed on the Schedules filed by the Debtors; provided that (i) the Claim is **not** scheduled as "disputed," "contingent," or "unliquidated"; (ii) the claimant agrees with the amount, nature, and priority of the Claim as set forth in the Schedules; and (iii) the claimant does not dispute that the Claim is an obligation of the specific Debtor against which the Claim is listed on the Schedules;
- c. (i) the DIP Secured Parties, on account of claims arising under the DIP Loan Documents, and (ii) the Prepetition Secured Parties, on account of claims arising under the Prepetition Debt Documents;³
- d. any holder of a Claim that has already been paid in full;
- e. any entity whose claim has previously been allowed by a final order of the Court;
- f. any holder of a Claim for which a specific deadline has previously been fixed by the Court;

³ Capitalized terms used but not defined in this Paragraph 9(c) and in Paragraph 11 shall have the meanings set forth in the *Final Order (A) Authorizing the Debtors to Obtain Postpetition Financing, (B) Authorizing the Debtors to Use Cash Collateral, (C) Granting Liens and Providing Superpriority Administrative Expense Status, (D) Granting Adequate Protection to the Prepetition Secured Parties, (E) Modifying the Automatic Stay, and (F) Granting Related Relief* [Docket No. 376] (the "Final DIP Order").

- g. any Debtor having a Claim against another Debtor;
- h. any holder of a Claim based on an equity interest in the Debtors;
- i. any holder of a Claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an expense of administration incurred in the ordinary course, *provided* that any person or entity asserting a Claim entitled to administrative expenses status under section 503(b)(9) of the Bankruptcy Code must assert such claims by filing a request for payment or a Proof of Claim on or prior to the General Claims Bar Date;
- j. any current employee of the Debtors and any labor union authorized by law to represent any current employee, in each case solely with respect to any claim related to wages, salaries, vacation or other compensation arising in the ordinary course of business and previously authorized to be paid by order of the Court including the *Final Order Authorizing the Debtors to (I) Pay Prepetition Employee Wages, Salaries, Other Compensation, and Reimbursable Employee Expenses and (II) Continue Employee Benefits Programs* [Docket No. 378]; *provided* that if the Debtors provide written notice to any current employee stating that the Debtors do not intend to exercise their authority to pay such claim, such employee shall have until the later of (i) the General Claims Bar Date, and (ii) 30 days from the date of service of such written notice, to file a proof of claim; *provided, further* that a current employee must submit a Proof of Claim by the General Claims Bar Date for all other Claims arising before the Petition Date, including Claims for wrongful termination, discrimination, harassment, hostile work environment, and retaliation;
- k. any current or former officer, manager, or director of the Debtors asserting Claims for indemnification, contribution, and/or reimbursement arising as a result of such officer's, manager's, or director's prepetition or postpetition services to the Debtors; and
- l. claims for fees and expenses of professionals retained in these proceedings.

10. Notwithstanding anything to the contrary set forth in the Bar Date Order, the Bar Date Notices, the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, or local bankruptcy rules that would otherwise require the Pension Benefit Guaranty Corporation (the "PBGC") to file a separate proof of claim against each Debtor on account of each claim against such entity, any proof of claim or amendment filed against any Debtor shall be deemed to be filed and asserted by the PBGC against every Debtor. The foregoing is intended solely for

administrative convenience and shall not be deemed to constitute an agreement or admission as to the validity of any claims and shall not affect the substantive rights of any of the Debtors, the PBGC, or any other party in interest, including with respect to the allowance, amount, or priority of the PBGC's claims or with respect to any objection, defense, offset, or counterclaim related to the PBGC's claims or any party's rights to contest or object to any proofs of claim filed by the PBGC on any grounds. No claim filed by the PBGC shall be disallowed, reduced, or expunged on the basis that it is filed only against one Debtor.

11. Notwithstanding anything to the contrary set forth in the Bar Date Order, the Bar Date Notices, the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, or local bankruptcy rules that would otherwise require the Communication Workers of America, AFL-CIO, CLC (the "CWA") to file a separate proof of claim against each Debtor on account of each claim against such entity, any proof of claim or amendment filed against any Debtor shall be deemed to be filed and asserted by the CWA against every Debtor. The foregoing is intended solely for administrative convenience and shall not be deemed to constitute an agreement or admission as to the validity of any claims and shall not affect the substantive rights of any of the Debtors, the CWA, or any other party in interest, including with respect to the allowance, amount, or priority of the CWA's claims or with respect to any objection, defense, offset, or counterclaim related to the CWA's claims or any party's rights to contest or object to any proofs of claim filed by the CWA on any grounds. No claim filed by the CWA shall be disallowed, reduced, or expunged on the basis that it is filed only against one Debtor.

12. Nothing in this Bar Date Order shall prejudice the right of the Debtors or any other party in interest to dispute or assert offsets or defenses to any Claim reflected in the Schedules.

13. Notwithstanding anything to the contrary in this Bar Date Order, the Prepetition Secured Parties are authorized to file one master Proof of Claim (any such claim, a “Master Proof of Claim”) pursuant to paragraph 27 of the Final DIP Order for any claims arising under the Prepetition Debt Documents or the Final Dip Order. As to any Prepetition Secured Parties, paragraph 27 of the Final DIP Order shall govern and control with respect to any such Master Proof of Claim that a Prepetition Secured Party elects to submit, and the terms of such paragraph 27 shall control to the extent inconsistent with this Bar Date Order. Any Prepetition Secured Party that elects to file a Master Proof of Claim shall further be authorized to amend, supplement, or otherwise modify such Master Proof of Claim from time to time.

14. Notwithstanding anything to the contrary in this Bar Date Order, each administrative agent, collateral agent, or indenture trustee (the “Prepetition Agents/Trustees”) under the Debtors’ prepetition funded debt documents (other than the Prepetition Secured Parties, which are governed by the immediately preceding paragraph and the Final DIP Order) is authorized to file a Master Proof of Claim on behalf of itself and any or all holders (each, a “Debt Claim Holder”) of claims under the applicable funded debt documents (collectively, the “Debt Claims”). Any such Master Proof of Claim shall have the same effect as if each applicable Debt Claim Holder had individually filed a Proof of Claim against each applicable Debtor on account of such Debt Claim Holder’s Debt Claim. The Prepetition Agents/Trustees shall further be authorized to amend, supplement, or otherwise modify such Master Proof of Claim from time to time, to the extent permitted by applicable law. The Prepetition Agents/Trustees shall not be required to file with a Master Proof of Claim any instruments, agreement, or other documents evidencing the obligations referenced in such Master Proof of Claim, which instruments, agreements, or other documents will be provided upon written

request by counsel to the Debtors to counsel for the applicable Prepetition Agent/Trustee. For administrative convenience, any Master Proof of Claim authorized herein may be filed in the case of Debtor Windstream Holdings, Inc. Case No. 19-22312 (RDD) (the “Lead Case”), with respect to all amounts asserted in such Master Proof of Claim, and such Master Proof of Claim shall be deemed to be filed and asserted by the applicable entity or entities against every Debtor that is liable for the applicable claim so long as such authorized Master Proof of Claim sets forth in reasonable detail the basis for such claim and, to the extent reasonably possible, the amount asserted against each applicable Debtor. No authorized Master Proof of Claim shall be disallowed, reduced, or expunged on the basis that it is filed only in the Lead Case. For the avoidance of doubt, the provisions set forth in this paragraph and any Master Proof of Claim filed pursuant to the terms hereof are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest, including, without limitation, the rights of any Prepetition Agents/Trustees or any Debt Claim Holder as holders of a Debt Claim against the Debtors under applicable law, and the numerosity requirements set forth in section 1126 of the Bankruptcy Code.

15. Notwithstanding anything to the contrary in this Bar Date Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules for the Southern District of New York, any order of this Court, or any proof of claim form or notice of the bar date, (a) ACE American Insurance Company on its own behalf and on behalf of all of its affiliates and successors (collectively, the “ACE Companies”) may file a single consolidated proof of claim (the “ACE Proof of Claim”) in the Lead Case, which shall be deemed filed by each of the ACE Companies not only in the Lead Case, but also in the chapter 11 case of each of the Debtors; (b) Federal Insurance Company on its own behalf and on behalf of all of its affiliates and

successors (collectively, the “Chubb Companies”) may file a single consolidated proof of claim (the “Chubb Proof of Claim” and collectively with the ACE Proof of Claim, the “Consolidated Claims”) in the Lead Case, which shall be deemed filed by each of the Chubb Companies not only in the Lead Case, but also in the chapter 11 case of each of the Debtors; and (c) as the documents supporting the Consolidated Claims are voluminous and contain confidential information, and with the written consent of the Debtors, the documents supporting the Consolidated Claims will not be filed with the Consolidated Claims. Nothing contained in this paragraph shall be construed as a waiver or modification of any rights, claims or defenses, including, without limitation, the right of the ACE Companies or the Chubb Companies to (a) assert joint and several liability against some or all of the Debtors, (b) modify the Debtor(s) against which the Consolidated Claims are asserted, or (c) amend the amount or nature of the Consolidated Claims; *provided, however*, that the Consolidated Claims shall not be disallowed, reduced or expunged solely on the basis that the Consolidated Claims are filed (i) only in the Lead Case and only against Windstream Holdings, Inc. (instead of in the bankruptcy cases of each or any of the other Debtors), and/or (ii) only by either ACE American Insurance Company or Federal Insurance Company (instead of by each of the ACE Companies and the Chubb Companies).

16. The notice substantially in the form annexed as **Exhibit C** to the Motion is approved and shall be deemed adequate and sufficient if served by first-class mail at least 21 days prior to the General Claims Bar Date on:

- a. the Master Service List (as defined in the Case Management Order and available on the Debtors’ case website at www.kccllc.net/windstream);
- b. all known creditors and other known holders of potential Claims against the Debtors, including all persons or entities listed in the Schedules for which the Debtors have addresses;

- c. all creditors and other known holders of claims against the Debtors as of the date of entry of the Bar Date Order, including all entities listed in the Schedules as holding claims against the Debtors;
- d. all entities that have filed proofs of claim in these chapter 11 cases as of the date of the Bar Date Order;
- e. all known non-Debtor equity and interest holders of the Debtors as of the date the Bar Date Order is entered;
- f. all entities who are party to executory contracts and unexpired leases with the Debtors;
- g. all entities who are party to litigation with the Debtors;
- h. all current and former employees (to the extent that contract information for former employees is available in the Debtors' records);
- i. all regulatory authorities that regulate the Debtors' businesses, including consumer protection, environmental, and permitting authorities; and
- j. all taxing authorities for the jurisdictions in which the Debtors maintain or conduct business.

17. After the initial mailing of the Bar Date Notices and Proof of Claim Forms, the Debtors may, in their discretion, make supplemental mailings of notices, including in the event that: (a) notices are returned by the post office with forwarding addresses; (b) certain parties acting on behalf of parties in interest decline to pass along notices to these parties and instead return their names and addresses to the Debtors for direct mailing, and (c) additional potential claimants become known to the Debtors. In this regard, the Debtors may make supplemental mailings of the Bar Date Notices and Proof of Claim Forms in these and similar circumstances at any time up to 21 days in advance of the applicable Bar Date, with any such mailings being deemed timely and the appropriate Bar Date being applicable to the recipient creditors.

18. Pursuant to Bankruptcy Rules 2002(f) and 2002(l), the Debtors shall publish a form of the Bar Date Notice (modified as necessary but consistent with the requirements of the Guidelines), substantially in the form annexed as **Exhibit D** to the Motion, on one occasion in each

of the *USA Today (national edition)* and any such other publications that the Debtors deem appropriate and disclose in their Affidavit of Service at least 28 days prior to the General Claims Bar Date, which publication is hereby approved and shall be deemed good, adequate, and sufficient publication notice of the General Claims Bar Date.

19. Any person or entity who desires to rely on the Schedules will have the responsibility for determining that such person's or entity's Claim is accurately listed in the Schedules.

20. The Debtors' and their Notice and Claims Agent are authorized to take all actions and make any payments necessary to effectuate the relief granted pursuant to this Bar Date Order in accordance with the Motion.

21. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

22. Notwithstanding anything to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

23. Entry of this Bar Date Order is without prejudice to the right of the Debtors to seek a further order of this Court fixing a date by which holders of Claims or interests not subject to the General Claims Bar Date established herein must submit such Proofs of Claim or interest or be barred from doing so.

24. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

White Plains, New York
Dated: May 13, 2019

/s/Robert D. Drain

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 2



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
400 NORTH STREET, HARRISBURG, PA 17120

IN REPLY PLEASE
REFER TO OUR FILE

DATE SERVED: December 14, 2018

C-2018-3006553

PAULA ANDERSON
WINDSTREAM PENNSYLVANIA LLC
4001 RODNEY PARHAM RD
MAIL STOP 1170-B1G03-531A
LITTLE ROCK AR 72212

Dear Sir/Madam:

A formal complaint has been filed against you before the Pennsylvania Public Utility Commission by Tom Skiffington for Re/Max 440. Within twenty (20) days of the date of this letter, you must either: (1) respond by filing with the Commission, in writing, an Answer in accordance with 52 Pa. Code Section 5.61, either personally or through your attorney; or (2) satisfy the complaint by settling the matter with the Complainant and submitting proof of settlement to the Commission.

IF YOU FAIL TO ANSWER THE COMPLAINT WITHIN TWENTY (20) DAYS OF THE ABOVE DATE SERVED, THE CLAIMS AGAINST YOU MAY BE DEEMED ADMITTED, THE CASE MAY GO FORWARD, AND A PENALTY MAY BE ENTERED AGAINST YOU BY THE COMMISSION WITHOUT FURTHER NOTICE.

CUSTOMER OF A UTILITY

A payment schedule may be prescribed or a termination of utility services may be authorized. You may lose money, property or other important rights.

COMPANY/UTILITY

The Commission may revoke or suspend any certificate or permit held by you or impose a fine or other penalty or remedy authorized by the Public Utility Code. You may lose money, property or other important rights.

Detailed instructions on how to proceed are contained in the attached pages. Unless you are a corporation or other organization, you may proceed without a lawyer.

Very truly yours,

Rosemary Chiavetta
Secretary

ane

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

DATE SERVED: December 14, 2018

TOM SKIFFINGTON FOR RE/MAX 440
Complainant

v.

WINDSTREAM PENNSYLVANIA, LLC.
Respondent

Complaint Docket
No: **C-2018-3006553**

FORMAL COMPLAINT NOTICE TO RESPONDENT TO ANSWER OR SATISFY

TO: WINDSTREAM PENNSYLVANIA, LLC.

TAKE NOTICE:

1. You have twenty (20) days from the above date served to either: (a) satisfy this complaint or (b) file with the **Secretary of the Pennsylvania Public Utility Commission, 400 North Street, Harrisburg, PA 17120**, one original written answer, under oath, as required by 52 Pa. Code Section 5.61, which either admits or specifically denies the allegations in the complaint. You must also serve one copy of the answer upon the complainant. In accordance with 52 Pa. Code Section 1.56(a), **the date served is the mailing date appearing at the top of this Notice.**

2. In accordance with 52 Pa. Code Section 5.61, if you fail to either satisfy or settle this complaint, or to file an answer or other responsive pleading within twenty (20) days of the above date served, you will be deemed to have admitted all the allegations in this complaint. In that event, the Commission may, without hearing, enter an order which either revokes or suspends any certificate or permit held by you or may impose a fine or other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C.S. Section 101, et seq. If you are a customer of a utility, the Commission may enter an order setting forth a payment schedule or authorize termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

3. If you elect to satisfy or settle this complaint, you must file with the Commission, within twenty (20) days from the above date served, a certified statement of satisfaction as required by 52 Pa. Code Section 5.24. Such certified statement must describe the basis on which this complaint was satisfied and any settlement agreement between the parties must be made in writing and attached to the certified statement. Such certified statement must be filed with the Secretary of the Commission at the address set forth in paragraph 1 above. Upon the Commission's receipt of a certified statement of satisfaction from all complainants, this complaint may be dismissed in accordance with 66

Pa. C.S. Section 703(a) (unless the Commission determines that a dismissal would be contrary to the public interest, in which event the Commission may direct that hearings be held upon the complaint).

4. If you file an answer which admits the allegations in this complaint, or which fails to specifically deny the allegations in this complaint, the Commission may, without hearing, enter an order which either revokes or suspends any certificate held by you or impose a fine or other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq. If you are a customer of a utility, the Commission may enter an order setting forth a payment schedule or authorize termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

5. If you file a timely answer which specifically denies the allegations in this complaint, or which raises material questions of law or fact, this matter shall be referred to the Office of Administrative Law Judge for hearing and a decision. If, after hearing on the issues, you are found to have committed any of the violations alleged in the complaint, the Administrative Law Judge may render a decision which either revokes or suspends any certificate or permit held by you or imposes a fine or other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq. If you are a customer of a utility, the Commission may enter an order setting forth a payment schedule or authorize termination of utility services. When imposing a penalty, the Administrative Law Judge is not bound by the relief sought by the complainant in paragraph 4 of the attached complaint.



Rosemary Chiavetta
Secretary

(SEAL)

Certified Mail
Return Receipt Requested

PENNSYLVANIA PUBLIC UTILITY COMMISSION

COPY

Formal Complaint

Filing this form begins a legal proceeding and you will be a party to the case. If you do not wish to be a party to the case, consider filing an informal complaint.

To complete this form, please type or print legibly in ink.

1. Customer (Complainant) Information

C-2018-3006553

Provide your name, mailing address, county, telephone number(s), e-mail address and utility account number. It is your responsibility to update the Commission with any changes to your address and to where you want documents mailed to you.

Name RE/MAX 440; Tom Skiffington

Street/P.O. Box 701 W. Market Street Apt # _____

City Perkasi State PA Zip 18944

County Bucks

Telephone Number(s) Where We Can Contact You During the Day:

(215) 453-7653 (home)

(215) 783-9444 (mobile)

RECEIVED

DEC 11 2018

E-mail Address (optional): tskiffington@remax.net

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

Utility Account Number (from your bill) #4298166

If your complaint involves utility service provided to a different address or in a different name than your mailing address, please list this information below.

Name _____

Street/P.O. Box _____

City _____ State _____ Zip _____

2. Name of Utility or Company (Respondent)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

Windstream

3. Type of Utility Service

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- ELECTRIC WASTEWATER/SEWER
 GAS **XX** TELEPHONE/TELECOMMUNICATIONS (local, long distance)
 WATER MOTOR CARRIER (e.g. taxi, moving company, limousine)
 STEAM HEAT

4. Reason for Complaint

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. Your complaint may be dismissed without a hearing if you do not provide specific information.

The utility is threatening to shut off my service or has already shut off my service.

I would like a payment agreement.

XX Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.

XX I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.

Other (explain).

Note: If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or Internet service, but may be able to resolve a dispute regarding voice communications over the Internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to Internet service.

5. Requested Relief

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

Reimburse us for overcharged amounts during term of agreement.

We received a quote for service which was more then we had before. Once installed our service was extremely slow and we checked and we not using nearly what we were paying for. The company kept telling us we needed more bandwidth. We argued many times stating it was more then we needed and above what we had but are getting much slower service that they have it programmed wrong. They continued to argue with us to the point were we could not operate our business so had no choice but to raise the bandwidth. It made no difference and we continued to argue. After several years of suffering and paying extremely high rates we finally got an engineer to look at the system and they determined that they had it programmed wrong so no matter how much we paid we only got a slower amount of service, They refused to reimburse us or lower our rate.

See attached correspondence.

6. Protection From Abuse (PFA)

Has a court granted a "Protection From Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection From Abuse" order for your personal safety or welfare?

YES
NO **XX**

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

7. Prior Utility Contact

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

YES
NO **XX**

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES
NO **XX**

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

- c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why. They have ignored all requested. Attached are emails during the term of contract.

Note: Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

8. Legal Representation

If you are filing a Formal Complaint as an individual on your own behalf, you are not required to have a lawyer. You may represent yourself at the hearing.

If you are already represented by a lawyer in this matter, provide your lawyer's name, address, telephone number, and e-mail address, if known. Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name _____

Street/P.O. Box _____

City _____ State _____ Zip _____

Area Code/Phone Number _____

E-mail Address (if known) _____

Note: Corporations, associations, partnerships, limited liability companies and political subdivisions are required to have a lawyer represent them at a hearing and to file any motions, answers, briefs or other legal pleadings.

9. Verification and Signature

You must sign your complaint. Individuals filing a Formal Complaint **must** print or type their name on the line provided in the verification paragraph below and **must** sign and date this form in **ink**. If you do not sign the Formal Complaint, the PUC **will not accept it**.

Verification:

I Thomas Skiffington, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).



(Signature of Complainant)

12/11/18

(Date)

President & CEO

Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

Note: If the Complainant is a corporation, association, partnership, limited liability company or political subdivision, the verification **must** be signed by an authorized officer or authorized employee. If the Formal Complaint is **not signed** by one of these individuals, the PUC **will not accept it**.

10. Two Ways to File Your Formal Complaint

Electronically. You must create an account on the PUC's eFiling system, which may be accessed at <http://www.puc.pa.gov/efiling/default.aspx>.

Note: If you are appealing your Bureau of Consumer Services (BCS) decision, you must file your formal complaint by mail.

Mail. Mail the completed form with your original signature and any attachments, by certified mail, first class mail, or overnight delivery to this address:

**Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, Pennsylvania 17120**

Note: Formal Complaints sent by fax or e-mail will **not** be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

EXHIBIT 3



ATTORNEYS AT LAW / A PROFESSIONAL CORPORATION

One Logan Square
27th Floor
Philadelphia, PA 19103-6933
215.568.0300/facsimile

www.hanglely.com

Cary L. Rice
Direct Dial: 215.496.7032
Cell: 518.424.6616
E-mail: crice@hanglely.com

PHILADELPHIA, PA

CHERRY HILL, NJ

HARRISBURG, PA

NORRISTOWN, PA

September 23, 2020

Via E-Mail and First-Class Mail

Tom Skiffington
701 W. Market Street
Perkasie, PA 18944
tskiffington@remax.net

Re: *Tom Skiffington for RE/MAX 440 v. Windstream Pennsylvania, LLC*, Pennsylvania
Public Utility Commission (“PUC”) Docket C-2018-3006553

Dear Mr. Skiffington:

I am writing regarding the above-referenced matter against Windstream Pennsylvania, LLC, one of the Reorganized Debtors¹ (collectively, the “Reorganized Windstream Debtors”) in the jointly administered chapter 11 cases captioned as *In re Windstream Holdings*, Case No. 19-22312 (RDD), in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”).² We write to notify that you that the pursuit of this matter of behalf of your clients is in violation of 11 U.S.C. §§ 524(a)(2) and 1141(d)(1).

As discussed herein, Article VIII.F of the *First Amended Joint Chapter 11 Plan of Reorganization of Windstream Holdings, Inc. et al., Pursuant to Chapter 11 of the Bankruptcy Code* (as amended, supplemented, or modified from time to time, the “Plan”) and paragraph 53 of the *Order Confirming the First Amended Joint Chapter 11 Plan of Reorganization of Windstream Holdings, Inc. et al., Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2206] (the

¹ Capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Plan.

² The jointly administered chapter 11 cases captioned as *In re Windstream Holdings*, Case No. 19-22312 (RDD) include Windstream Pennsylvania, LLC’s bankruptcy case pending before the Bankruptcy Court (Case No. 19-22505), which was cited in Windstream Pennsylvania, LLC’s Suggestion of Bankruptcy and Notice of the Automatic Stay filed in the above-captioned PUC action on April 4, 2019 (**Ex. A**), and in Judge Brady’s Stay Order entered in the PUC action on April 17, 2019 (**Ex. B**).

“Confirmation Order”) enjoins you from pursuing this action. You must therefore immediately discontinue and/or withdraw this action with prejudice. **If you do not withdraw this action and confirm you will no longer pursue further actions within fourteen days of the date of this letter, the Reorganized Windstream Debtors may file appropriate pleadings in the Bankruptcy Court, seeking an order enforcing the injunction, dismissing the subject litigation, recovering fees and costs, and imposing sanctions against the litigant for violating this injunction.**

On February 25, 2019 (the “Petition Date”), the Reorganized Windstream Debtors filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Code”). On May 13, 2019, the Bankruptcy Court entered the *Order (I) Setting Bar Dates for Submitting Proofs of Claim, (II) Approving Procedures for Submitting Proofs of Claim, and (III) Approving Notice Thereof* [Docket No. 518] (the “General Bar Date Order”). The General Bar Date Order set July 15, 2019 (the “General Bar Date”), as the deadline for all entities (except governmental units) who have a claim or potential claim against the Reorganized Windstream Debtors that arose prior to the Petition Date to file a proof of claim. Pursuant to the General Bar Date Order, any person or entity (except governmental units) who failed to file a proof of claim on or before the general claims bar date shall not be treated as a creditor with respect to such claim for the purposes of voting and distribution.

On June 26, 2020, the Bankruptcy Court entered the Confirmation Order. The Confirmation Order approves the Plan in its entirety, including the injunction set forth in Article VIII.F of the Plan, which states (in relevant part) that:

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Final DIP Order, the Plan, or the Confirmation Order, **all entities who have held, hold, or may hold Claims or Interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the effective date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties:** (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such entities or the property or the estates of such entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such entities or against the property of such entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has filed a motion requesting the right to perform such setoff on

or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

Plan, at Article VIII.F (emphasis added).

Any potential creditor that has either (a) failed to timely file a proof of claim, (b) had their proof of claim disallowed pursuant to the Bankruptcy Court's order, or (c) settled its claim underlying a proof of claim in the chapter 11 cases may not pursue any action against the Reorganized Windstream Debtors to collect any debt that arose prior to the Confirmation Order. Moreover, all such potential creditors are barred, estopped, and enjoined from asserting any such claim against the Reorganized Windstream Debtors, whether in the Bankruptcy Court or in any other forum, including in arbitration and in state or federal court. Copies of the Plan, Confirmation Order, or any other filings made in the chapter 11 cases can be obtained for free on Kurtzman Carson Consultants LLC's website, <http://www.kccllc.net/windstream>, or for a fee on the Bankruptcy Court's website at <http://www.nysb.uscourts.gov>.

Please file a notice with the PA PUC withdrawing your client's action against the Reorganized Windstream Debtors. If you fail to withdraw the litigation within fourteen days of the date of this letter, the Reorganized Windstream Debtors may potentially seek an order enforcing the injunction, dismissing the subject litigation, recovering all costs and fees, and imposing sanctions.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me directly.

Respectfully,



Cary L. Rice

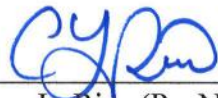
cc: Windstream Pennsylvania, LLC (via email)

EXHIBIT A

commencement of the chapter 11 cases; (b) the enforcement, against Windstream or against any property of Windstream's bankruptcy estates, of a judgment obtained prior to the commencement of the chapter 11 cases; and (c) any act to obtain possession of property of or from any of Windstream's bankruptcy estate, or to exercise control over property of any of Windstream's bankruptcy estates. No order has been entered in the Chapter 11 Cases granting relief from the automatic stay.

3. Additional information regarding the chapter 11 cases may be obtained free of charge by visiting the website of Windstream's claims and noticing agent at <http://www.kccllc.net/windstream>. You may also obtain copies of any pleadings by visiting the Court's website at <http://www.nysb.uscourts.gov/> (PACER login and password required) in accordance with the procedures and fees set forth therein.

Dated: April 4, 2019



Cary L. Rice (Pa. No. 325227)
Hangley Aronchick Segal Pudlin & Schiller
One Logan Square, 27th Floor
Philadelphia, PA 19103
Phone: (215) 568-6200
Fax: (215) 568-0300
crice@hangley.com

*Attorney for Respondent
Windstream Pennsylvania, LLC*

EXHIBIT 1

Fill in this information to identify the case:

United States Bankruptcy Court for the: Southern District of New York (State) Case number (if known): Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/16

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1. Debtor's Name Windstream Pennsylvania, LLC

2. All other names debtor used in the last 8 years N/A

Include any assumed names, trade names, and doing business as names

None.

3. Debtor's federal Employer Identification Number (EIN) 25-1145739

4. Debtor's address Principal place of business Mailing address, if different from principal place of business

4001 North Rodney Parham Road

Number Street

Number Street

P.O. Box

Little Rock, Arkansas 72212

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Pulaski County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https://www.windstream.com/

6. Type of debtor [X] Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) [] Partnership (excluding LLP) [] Other. Specify:



Debtor Windstream Pennsylvania, LLC Case number (if known) _____
Name

11. Why is the case filed in this district?

Check all that apply:

- Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

- No
- Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
- It needs to be physically secured or protected from the weather.
- It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- Other _____

Where is the property?

Number _____ Street _____

City _____ State _____ Zip Code _____

Is the property insured?

- No
- Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

- Funds will be available for distribution to unsecured creditors.
- After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

- | | | |
|----------------------------------|--|---|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input checked="" type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |

15. Estimated assets (on a consolidated basis)

- | | | |
|--|--|---|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input checked="" type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Debtor Windstream Pennsylvania, LLC Case number (if known) _____
Name

- 16. Estimated liabilities (on a consolidated basis)**
- | | | |
|--|--|---|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input checked="" type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 02/25/2019
MM/ DD / YYYY

X /s/ Kristi M. Moody Kristi M. Moody
Signature of authorized representative of debtor Printed name

Title Authorized Officer

18. Signature of attorney **X** /s/ Stephen E. Hessler Date 02/25/2019
Signature of attorney for debtor MM/ DD/YYYY

Stephen E. Hessler
Printed name

Kirkland & Ellis LLP
Firm name

601 Lexington Avenue
Number Street

New York New York 10022
City State ZIP Code

(212) 446-4800 stephen.hessler@kirkland.com
Contact phone Email address

4576856 New York
Bar number State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Schedule 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Windstream Holdings, Inc.

- | | | |
|---|---|---|
| 1. Windstream Holdings, Inc. | 41. Conestoga Management Services, Inc. | 80. Iowa Telecom Data Services, L.C. |
| 2. Windstream Business Holdings, LLC | 42. Conestoga Wireless Company | 81. Iowa Telecom Technologies, LLC |
| 3. Allworx Corp. | 43. Connecticut Broadband, LLC | 82. IWA Services, LLC |
| 4. American Telephone Company, LLC | 44. Connecticut Telephone & Communication Systems, Inc. | 83. KDL Holdings, LLC |
| 5. ARC Networks, Inc. | 45. Conversent Communications Long Distance, LLC | 84. LDMI Telecommunications, LLC |
| 6. A.R.C. Networks, Inc. | 46. Conversent Communications of Connecticut, LLC | 85. Lightship Telecom, LLC |
| 7. ATX Communications, Inc. | 47. Conversent Communications of Maine, LLC | 86. MassComm, LLC |
| 8. ATX Licensing, Inc. | 48. Conversent Communications of Massachusetts, Inc. | 87. McLeodUSA Information Services LLC |
| 9. ATX Telecommunications Services of Virginia, LLC | 49. Conversent Communications of New Hampshire, LLC | 88. McLeodUSA Purchasing, LLC |
| 10. Birmingham Data Link, LLC | 50. Conversent Communications of New Jersey, LLC | 89. McLeodUSA Telecommunications Services, L.L.C. |
| 11. BOB, LLC | 51. Conversent Communications of New York, LLC | 90. MPX, Inc. |
| 12. Boston Retail Partners LLC | 52. Conversent Communications of Pennsylvania, LLC | 91. Nashville Data Link, LLC |
| 13. BridgeCom Holdings, Inc. | 53. Conversent Communications of Rhode Island, LLC | 92. Network Telephone, LLC |
| 14. BridgeCom International, Inc. | 54. Conversent Communications of Vermont, LLC | 93. Norlight Telecommunications of Virginia, LLC |
| 15. BridgeCom Solutions Group, Inc. | 55. Conversent Communications Resale L.L.C. | 94. Oklahoma Windstream, LLC |
| 16. Broadview Networks, Inc. | 56. CoreComm-ATX, Inc. | 95. Open Support Systems, LLC |
| 17. Broadview Networks of Massachusetts, Inc. | 57. CoreComm Communications, LLC | 96. PaeTec Communications of Virginia, LLC |
| 18. Broadview Networks of Virginia, Inc. | 58. CTC Communications Corporation | 97. PaeTec Communications, LLC |
| 19. Broadview NP Acquisition Corp. | 59. CTC Communications of Virginia, Inc. | 98. PAETEC Holding, LLC |
| 20. Buffalo Valley Management Services, Inc. | 60. D&E Communications, LLC | 99. PAETEC iTEL, L.L.C. |
| 21. Business Telecom of Virginia, Inc. | 61. D&E Management Services, Inc. | 100. PAETEC Realty LLC |
| 22. Business Telecom, LLC | 62. D&E Networks, Inc. | 101. PAETEC, LLC |
| 23. BV-BC Acquisition Corporation | 63. D&E Wireless, Inc. | 102. PCS Licenses, Inc. |
| 24. Cavalier IP TV, LLC | 64. Deltacom, LLC | 103. Progress Place Realty Holding Company, LLC |
| 25. Cavalier Services, LLC | 65. Earthlink Business, LLC | 104. RevChain Solutions, LLC |
| 26. Cavalier Telephone Mid-Atlantic, L.L.C. | 66. Earthlink Carrier, LLC | 105. SM Holdings, LLC |
| 27. Cavalier Telephone, L.L.C. | 67. Equity Leasing, Inc. | 106. Southwest Enhanced Network Services, LLC |
| 28. CCL Historical, Inc. | 68. Eureka Broadband Corporation | 107. Talk America of Virginia, LLC |
| 29. Choice One Communications of Connecticut Inc. | 69. Eureka Holdings, LLC | 108. Talk America, LLC |
| 30. Choice One Communications of Maine Inc. | 70. Eureka Networks, LLC | 109. Televue, LLC |
| 31. Choice One Communications of Massachusetts Inc. | 71. Eureka Telecom, Inc. | 110. Texas Windstream, LLC |
| 32. Choice One Communications of New York Inc. | 72. Eureka Telecom of VA, Inc. | 111. The Other Phone Company, LLC |
| 33. Choice One Communications of Ohio Inc. | 73. Georgia Windstream, LLC | 112. TriNet, LLC |
| 34. Choice One Communications of Pennsylvania Inc. | 74. Heart of the Lakes Cable Systems, Inc. | 113. TruCom Corporation |
| 35. Choice One Communications of Rhode Island Inc. | 75. Infocore, Inc. | 114. US LEC Communications LLC |
| 36. Choice One Communications Resale L.L.C. | 76. Info-Highway International, Inc. | 115. US LEC of Alabama LLC |
| 37. Choice One Communications of Vermont Inc. | 77. InfoHighway Communications Corporation | 116. US LEC of Florida LLC |
| 38. Choice One of New Hampshire, Inc. | 78. InfoHighway of Virginia, Inc. | 117. US LEC of Georgia LLC |
| 39. Cinergy Communications Company of Virginia, LLC | 79. Intellifiber Networks, LLC | 118. US LEC of Maryland LLC |
| 40. Conestoga Enterprises, Inc. | | 119. US LEC of North Carolina LLC |
| | | 120. US LEC of Pennsylvania LLC |
| | | 121. US LEC of South Carolina LLC |
| | | 122. US LEC of Tennessee LLC |
| | | 123. US LEC of Virginia LLC |
| | | 124. US Xchange Inc. |
| | | 125. US Xchange of Illinois, L.L.C. |
| | | 126. US Xchange of Indiana, L.L.C. |

127. US Xchange of Michigan, L.L.C.
128. US Xchange of Wisconsin, L.L.C.
129. Valor Telecommunications of Texas, LLC
130. WaveTel NC License Corporation
131. WIN Sales & Leasing, Inc.
132. Windstream Accucomm Networks, LLC
133. Windstream Accucomm Telecommunications, LLC
134. Windstream Alabama, LLC
135. Windstream Arkansas, LLC
136. Windstream Buffalo Valley, Inc.
137. Windstream BV Holdings, LLC
138. Windstream Cavalier, LLC
139. Windstream Communications Kerrville, LLC
140. Windstream Communications Telecom, LLC
141. Windstream Communications, LLC
142. Windstream Concord Telephone, LLC
143. Windstream Conestoga, Inc.
144. Windstream CTC Internet Services, Inc.
145. Windstream D&E Systems, LLC
146. Windstream D&E, Inc.
147. Windstream Direct, LLC
148. Windstream Eagle Holdings LLC
149. Windstream Eagle Services, LLC
150. Windstream EN-TEL, LLC
151. Windstream Finance Corp
152. Windstream Florida, LLC
153. Windstream Georgia Communications, LLC
154. Windstream Georgia Telephone, LLC
155. Windstream Georgia, LLC
156. Windstream Holding of the Midwest, Inc.
157. Windstream Iowa Communications, LLC
158. Windstream Iowa-Comm, LLC
159. Windstream IT-Comm, LLC
160. Windstream KDL, LLC
161. Windstream KDL-VA, LLC
162. Windstream Kentucky East, LLC
163. Windstream Kentucky West, LLC
164. Windstream Kerrville Long Distance, LLC
165. Windstream Lakedale Link, Inc.
166. Windstream Lakedale, Inc.
167. Windstream Leasing, LLC
168. Windstream Lexcom Communications, LLC
169. Windstream Lexcom Entertainment, LLC
170. Windstream Lexcom Long Distance, LLC
171. Windstream Lexcom Wireless, LLC
172. Windstream Mississippi, LLC
173. Windstream Missouri, LLC
174. Windstream Montezuma, LLC
175. Windstream Nebraska, Inc.
176. Windstream Network Services of the Midwest, Inc.
177. Windstream New York, Inc.
178. Windstream Norlight, LLC
179. Windstream North Carolina, LLC
180. Windstream NorthStar, LLC
181. Windstream NTI, LLC
182. Windstream NuVox Arkansas, LLC
183. Windstream NuVox Illinois, LLC
184. Windstream NuVox Indiana, LLC
185. Windstream NuVox Kansas, LLC
186. Windstream NuVox Missouri, LLC
187. Windstream NuVox Ohio, LLC
188. Windstream NuVox Oklahoma, LLC
189. Windstream NuVox, LLC
190. Windstream of the Midwest, Inc.
191. Windstream Ohio, LLC
192. Windstream Oklahoma, LLC
193. Windstream Pennsylvania, LLC
194. Windstream Services, LLC
195. Windstream SHAL Networks, Inc.
196. Windstream SHAL, LLC
197. Windstream Shared Services, LLC
198. Windstream South Carolina, LLC
199. Windstream Southwest Long Distance, LLC
200. Windstream Standard, LLC
201. Windstream Sugar Land, LLC
202. Windstream Supply, LLC
203. Windstream Systems of the Midwest, Inc.
204. Windstream Western Reserve, LLC
205. Xeta Technologies, Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)
) Chapter 11
WINDSTREAM PENNSYLVANIA, LLC,)
) Case No. 19-_____()
)
Debtor.)

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
Windstream Pennsylvania, LLC	Windstream Services, LLC	4001 N. Rodney Parham Rd., Little Rock, AR 72212	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)
) Chapter 11
WINDSTREAM PENNSYLVANIA, LLC,)
) Case No. 19-_____(____)
)
Debtor.)
_____)

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
Windstream Services, LLC	100%

Fill in this information to identify the case:	
Debtor name	Windstream Holdings, Inc., et al.
United States Bankruptcy Court for the:	Southern District of New York
Case number (If known):	(State)

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
1	U.S. BANK NATIONAL ASSOCIATION TWO MIDTOWN PLAZA 1349 WEST PEACHTREE STREET SUITE 1050 ATLANTA, GEORGIA 30309	ATTN: GLOBAL CORPORATE TRUST SERVICES TELEPHONE: (404) 898-8830 FACSIMILE: (404) 898-8844 EMAIL: N/A	BOND DEBT				\$806,900,000.00
2	U.S. BANK NATIONAL ASSOCIATION TWO MIDTOWN PLAZA 1349 WEST PEACHTREE STREET SUITE 1050 ATLANTA, GEORGIA 30309	ATTN: GLOBAL CORPORATE TRUST SERVICES TELEPHONE: (404) 898-8830 FACSIMILE: (404) 898-8844 EMAIL: N/A	BOND DEBT				\$105,800,000.00
3	U.S. BANK NATIONAL ASSOCIATION TWO MIDTOWN PLAZA 1349 WEST PEACHTREE STREET SUITE 1050 ATLANTA, GEORGIA 30309	ATTN: GLOBAL CORPORATE TRUST SERVICES TELEPHONE: (404) 898-8830 FACSIMILE: (404) 898-8844 EMAIL: N/A	BOND DEBT				\$78,100,000.00
4	U.S. BANK NATIONAL ASSOCIATION TWO MIDTOWN PLAZA 1349 WEST PEACHTREE STREET SUITE 1050 ATLANTA, GEORGIA 30309	ATTN: GLOBAL CORPORATE TRUST SERVICES TELEPHONE: (404) 898-8830 FACSIMILE: (404) 898-8844 EMAIL: N/A	BOND DEBT				\$70,100,000.00
5	AT&T 208 SOUTH AKARD STREET DALLAS, TX 75202	ATTN: GENERAL COUNSEL TELEPHONE: 210-821-4105 FAX: 210-351-2198 EMAIL: DAVID.MCATEE@ATT.COM; WW0118@ATT.COM	TRADE				\$49,551,947.00

¹ The Debtors reserve the right to assert setoff and other rights with respect to any of the claims listed herein.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
6	U.S. BANK NATIONAL ASSOCIATION TWO MIDTOWN PLAZA 1349 WEST PEACHTREE STREET SUITE 1050 ATLANTA, GEORGIA 30309	ATTN: GLOBAL CORPORATE TRUST SERVICES TELEPHONE: (404) 898-8830 FACSIMILE: (404) 898-8844 EMAIL: N/A	BOND DEBT				\$36,200,000.00
7	U.S. BANK NATIONAL ASSOCIATION TWO MIDTOWN PLAZA 1349 WEST PEACHTREE STREET SUITE 1050 ATLANTA, GEORGIA 30309	ATTN: GLOBAL CORPORATE TRUST SERVICES TELEPHONE: (404) 898-8830 FACSIMILE: (404) 898-8844 EMAIL: N/A	BOND DEBT				\$34,400,000.00
8	VERIZON 1095 AVENUE OF THE AMERICAS NEW YORK, NY 10036	ATTN: GENERAL COUNSEL TELEPHONE: 212-395-1000 FAX: 212-517-1897 EMAIL: CRAIG.SILLIMAN@VERIZON.COM	TRADE				\$34,054,820.00
9	AT&T PRO CABS 208 SOUTH AKARD STREET DALLAS, TX 75202	ATTN: GENERAL COUNSEL TELEPHONE: 210-821-4105 FAX: 210-351-2198 EMAIL: DAVID.MCATEE@ATT.COM; WW0118@ATT.COM	TRADE				\$8,802,645 .00
10	GLOBE COMMUNICATIONS INC. 950 48TH AVE NORTH SUITE 100 MYRTLE BEACH, SC 29577	ATTN: DIRECTOR OR OFFICER TELEPHONE: 843- 839-5544 FAX: 843-839-5545 EMAIL: RUSTYLUNDY@GLOBEINC.COM	TRADE				\$8,368,733.00
11	BELLSOUTH PRO CABS 600 N POINT PKWY ALPHARETTA, GA 30005	ATTN: ROC-CABS TELEPHONE: 555-555-5555; 404-249-2000 FAX: 404-249-2071 EMAIL: RT2547@ATT.COM	TRADE				\$7,467,897.00
12	CENTURYLINK 100 CENTURYLINK DRIVE MONROE, LA 71203	ATTN: GENERAL COUNSEL TELEPHONE: 318-388-9000 FAX: 318-388-9064 EMAIL: STACEY.GOFF@CENTURYLINK.COM	TRADE				\$7,028,123.00
13	FRONTIER 401 MERRITT 7 NORWALK, CT 06851	ATTN: GENERAL COUNSEL TELEPHONE: 203-614-5600 FAX: 203-614-4651 EMAIL: MARK.NIELSEN@FTR.COM	TRADE				\$6,892,743.00
14	LEC SERVICES INC. 138 VAN CAMP BLVD LOS LUNAS, NM 87031	ATTN: DIRECTOR OR OFFICER TELEPHONE: 505-301-3404 FAX: N/A EMAIL: DSCROSSLEY@ISP.COM	TRADE				\$6,582,326.00
15	INFINERA 140 CASPIAN COURT SUNNYVALE, CA 94089	ATTN: DIRECTOR OR OFFICER TELEPHONE: 408-572-5200 FAX: 408-572-5454 EMAIL: DHEARD@INFINERA.COM	TRADE				\$6,081,389.00
16	TRIPLE D COMMUNICATIONS 3006 PARK CENTRAL AVENUE NICHOLASVILLE, KY 40356	ATTN: DANNY WHITE TELEPHONE: 859-887-4683 FAX: 859-885-9824 EMAIL: DWHITE@TRIPLEDLLC.COM	TRADE				\$5,928,006.00

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
17	VELOCLOUD NETWORKS INC. 3429 HILLVIEW AVE PALO ALTO, CA 94304	ATTN: VMWARE HILLTOP TELEPHONE: 650-209-4180 FAX: 650-475-5001 EMAIL: AOLL@VMWARE.COM; CONTACT@VELOCLOUD.COM	TRADE				\$5,598,590.00
18	ELEMENT - FKA PHH 655 BUSINESS CENTER DRIVE SUITE 250 HORSHAM, PA 19044	ATTN: DIRECTOR OR OFFICER TELEPHONE: 267-960-4000 FAX: 267-960-4001 EMAIL: N/A	TRADE				\$5,435,197.00
19	TRAWICK CONSTRUCTION CO 1555 SOUTH BOULEVARD CHIPLEY, FL 32428-1626	ATTN: DIRECTOR OR OFFICER TELEPHONE: 850-638-0429 FAX: 850-638-8373 EMAIL: DOUG.TRAWICK@TRAWICKCONSTRUCTION.COM	TRADE				\$5,418,813.00
20	ADTRAN 901 EXPLORER BOULEVARD HUNTSVILLE, AL 35806	ATTN: DIRECTOR OR OFFICER TELEPHONE: 256-963-8000 FAX: 256-963-6300 EMAIL: KEITH.KALMAN@ADTRAN.COM	TRADE				\$5,279,202.00
21	LEVEL 3 COMMUNICATIONS, LLC GENERAL COUNSEL BROOMFIELD, CO 80021	ATTN: C/O CENTURYLINK TELEPHONE: 720-888-2750 FAX: 720-888-5422 EMAIL: STACEY.GOFF@CENTURYLINK.COM	TRADE				\$5,211,613.00
22	LIGHTTOWER FIBER NETWORKS 80 CENTRAL STREET BOXBOROUGH, MA 01719	ATTN: DIRECTOR OR OFFICER TELEPHONE: 978-264-6000 FAX: 978-264-6100 EMAIL: ESANDMAN@LIGHTTOWER.COM	TRADE				\$4,721,163.00
23	MICROSOFT ONE MICROSOFT WAY REDMOND, WA 98052	ATTN: DIRECTOR OR OFFICER TELEPHONE: 425-882-8080 FAX: 425-706-7329 EMAIL: BUSCOND@MICROSOFT.COM	TRADE				\$4,519,318.00
24	QWEST CORP GENERAL COUNSEL MONROE, LA 71203	ATTN: C/O CENTURYLINK TELEPHONE: 318-388-9000 FAX: 318-388-9064 EMAIL: STACEY.GOFF@CENTURYLINK.COM	TRADE				\$4,484,967.00
25	GENERAL DATATECH LP 999 METROMEDIA PLACE DALLAS, TX 75247	ATTN: DIRECTOR OR OFFICER TELEPHONE: 214-857-6165; 214-857-6100 FAX: 214-857-6500 EMAIL: EBLATARIC@GDT.COM	TRADE				\$4,118,389.00
26	FORSYTHE SOLUTIONS GROUP INC. 7770 FRONTAGE ROAD SKOKIE, IL 60077	ATTN: DIRECTOR OR OFFICER TELEPHONE: 847-213-7000 FAX: 847-675-8017 EMAIL: THOFFMAN@FORSYTHE.COM	TRADE				\$3,855,195.00
27	ACTIONTEC ELECTRONICS 3301 OLCOTT ST SANTA CLARA, CA 95054	ATTN: TONG KHUC, VP TELEPHONE: 408-548-4762 FAX: 408-541-9003 EMAIL: TKHUC@ACTIONTEC.COM	TRADE				\$3,757,838.00

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
28	TIME WARNER CABLE 400 ATLANTIC STREET, CT, ROOM 407 STAMFORD, CT 06901	ATTN: LEGAL DEPARTMENT TELEPHONE: 203-428-0281 FAX: 212-364-8460 EMAIL: SERENA.PARKER@CHARTER.COM	TRADE				\$3,591,108.00
29	EXCLUSIVE NETWORKS USA 2075 ZANKER ROAD SAN JOSE, CA 95131	ATTN: FRED SILVERMAN TELEPHONE: 954-782-6056 FAX: 408-943-9198 EMAIL: FSILVERMAN@EXCLUSIVE-NETWORKS.COM	TRADE				\$3,466,808.00
30	T3 WIRELESS INC 220 W MAIN STREET COUNCIL GROVE, KS 66846	ATTN: CHRIS CROWE, PRESIDENT TELEPHONE: 214-228-0930; 620-767-7193 FAX: 661-458-2329 EMAIL: INFO@T3WIRELESS.NET	TRADE				\$3,459,329.00
31	ZAYO 1821 30TH STREET UNIT A BOULDER, CO 80301	ATTN: DIRECTOR OR OFFICER TELEPHONE: 303-381-4683 FAX: N/A EMAIL: BRAD.KORCH@ZAYO.COM; SHIRA.COOKS@ZAYO.COM	TRADE				\$3,219,650.00
32	EQUINIX INC. 4252 SOLUTIONS CENTER CHICAGO, IL 60677-4002	ATTN: DIRECTOR OR OFFICER TELEPHONE: 650-598-6000 FAX: 650-598-6900 EMAIL: COLLECTIONS@EQUINIX.COM	TRADE				\$2,997,406.00
33	CIENA CORP 7035 RIDGE ROAD HANOVER, MD 21076	ATTN: DIRECTOR OR OFFICER TELEPHONE: 410-694-5700 FAX: 410-694-5750 EMAIL: N/A	TRADE				\$2,952,217.00
34	CBRE INC. 400 S HOPE STREET LOS ANGELES, CA 90071	ATTN: DIRECTOR OR OFFICER TELEPHONE: 213-613-3333 FAX: 216-613-3005 EMAIL: CORPCOMM@CBRE.COM; LEW.HORNE@CBRE.COM	TRADE				\$2,885,755.00
35	BELLSOUTH 600 N POINT PKWY ALPHARETTA, GA 30005	ATTN: ROC-CABS TELEPHONE: 404-249-2000 FAX: 404-249-2071 EMAIL: RT2547@ATT.COM	TRADE				\$2,596,089.00
36	MP NEXLEVEL LLC 500 COUNTY RD 37 E MAPLE LAKE, MN 55358	ATTN: DIRECTOR OR OFFICER TELEPHONE: 320-963-2410; 320-963-2400 FAX: 320-963-2438 EMAIL: N/A	TRADE				\$2,430,702.00
37	ENSONO LP 3333 FINLEY ROAD DOWNERS GROVE, IL 60515	ATTN: DIRECTOR OR OFFICER TELEPHONE: 630-944-9337 FAX: 630-944-1432 EMAIL: JUDY.RASMUSSEN@ENSONO.COM; RICHARD.DRESDEN@ENSONO.COM	TRADE				\$2,161,902.00
38	FIBERTECH NETWORKS LLC 300 MERIDAN CENTRE ROCHESTER, NY 14618	ATTN: ACCOUNTS RECEIVABLE TELEPHONE: 585-697-5100 FAX: 585-442-8845 EMAIL: BDANGLER@FIBERTECH.COM	TRADE				\$2,133,547.00

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
39	METASWITCH NETWORKS 12007 SUNRISE VALLEY DR. STE 250 RESTON, VA 20191	ATTN: LEGAL DEPARTMENT TELEPHONE: 703-480-0500 FAX: 703-480-0499 EMAIL: N/A	TRADE				\$2,118,722.00
40	CONDUENT COMMERCIAL SOLUTIONS LLC 100 CAMPUS DRIVE FLORHAM PARK, NJ 07932	ATTN: DIRECTOR OR OFFICER TELEPHONE: 844-663-2638 FAX: N/A EMAIL: N/A	TRADE				\$2,083,394.00
41	PRODAPT 7565 SW MOHAWK STREET BUILDING M TUALATIN, OR 97062	ATTN: HEADQUARTERS TELEPHONE: 503-636-3737 FAX: 503-885-0850 EMAIL: N/A	TRADE				\$2,016,429.00
42	OUTPUT SERVICES GROUP BILLING SERVICES 100 CHALLENGER ROAD SUITE 303 RIDGEFIELD PARK, NJ 07660	ATTN: DIRECTOR OR OFFICER TELEPHONE: 201-871-1100 FAX: 201-871-3350 EMAIL: INFO@OSGBILLING.COM	TRADE				\$1,980,488.00
43	FAST TRACK CONSTRUCTION 1919 SW LOOP 304 CROCKETT, TX 75835	ATTN: DIRECTOR OR OFFICER TELEPHONE: 936-545-1506 FAX: 936-545-1598 EMAIL: CAROLYN@FASTTRACKTEXAS.COM	TRADE				\$1,804,801.00
44	COMCAST COMCAST CENTER PHILADELPHIA, PA 19103	ATTN: COMCAST CORPORATION TELEPHONE: FAX: 215-981-7790 EMAIL: N/A	TRADE				\$1,786,797.00
45	HOUSLEY COMMUNICATIONS INC. 3550 SOUTH BRYANT BOULEVARD SAN ANGELO, TX 76903	ATTN: DIRECTOR OR OFFICER TELEPHONE: 325-944-9905 FAX: 325-944-1781 EMAIL: INFO@HC-INC.COM	TRADE				\$1,715,204.00
46	TATA CONSULTANCY SERVICES LIMITED 379 THORNAL STREET 4TH FLOOR EDISON, NJ 08837	ATTN: JANARTHANAN ANGIYA TELEPHONE: 469-230-8743 FAX: 212-867-8652 EMAIL: N/A	TRADE				\$1,562,096.00
47	MITELTECHNOLOGIES INC. 1615 SOUTH 52ND STREET TEMPE, AZ 85281	ATTN: DIRECTOR OR OFFICER TELEPHONE: 480-449-8900 FAX: 480-449-8901 EMAIL: N/A	TRADE				\$1,526,652.00
48	USIC INC. 9045 NORTH RIVER ROAD INDIANAPOLIS, IN 46240	ATTN: DIRECTOR OR OFFICER TELEPHONE: 317-575-7800 FAX: 317-575-7881 EMAIL: N/A	TRADE				\$1,477,432.00
49	COMMSCOPE TECHNOLOGIES LLC 1100 COMMSCOPE PLACE, SE HICKORY, NC 28602-3619	ATTN: DIRECTOR OR OFFICER TELEPHONE: 828-324-2200 FAX: 828-323-4849 EMAIL: N/A	TRADE				\$1,426,259.00
50	COX COMMUNICATIONS 1400 LAKE HEARN DRIVE ATLANTA, GA 30319	ATTN: DIRECTOR OR OFFICER TELEPHONE: 866-961-0027 FAX: 404-843-5280 EMAIL: COXCORP.CUSTOMERRELATIONS@COX.COM; VICTOR.COOPER@COX.COM	TRADE				\$1,396,561.00

Fill in this information to identify the case and this filing:	
Debtor Name	Windstream Pennsylvania, LLC
United States Bankruptcy Court for the:	Southern District of New York (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration List of Equity Security Holders, Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

02/25/2019
MM/ DD/YYYY

/s/ **Kristi M. Moody**

Signature of individual signing on behalf of debtor

Kristi M. Moody

Printed name

Authorized Officer

Position or relationship to debtor

UNANIMOUS WRITTEN CONSENT IN LIEU OF A MEETING

February 24, 2019

The undersigned, being the members of the board of directors, members of the board of managers, members of the board of governors, individual managers, sole managers, sole governors, and sole members (each, a “Board” and collectively, the “Boards”), as applicable, of each entity set forth in Annex A attached hereto (each, a “Company” and collectively, the “Companies”), in lieu of holding a meeting of the board of directors, board of managers, board of governors, or members as applicable, hereby take the following actions and adopt the following resolutions by unanimous written consent pursuant to each such Company’s bylaws, limited liability company agreement, or operating agreement, as applicable, and the applicable laws of the jurisdiction in which such Company is organized:

WHEREAS, the respective Board of each Company considered presentations by management and the financial and legal advisors of the Companies regarding the liabilities and liquidity situation of the Companies, the strategic alternatives available, and the effect of the foregoing on such Companies’ businesses and the businesses of such Companies’ subsidiaries;

WHEREAS, the respective Board of each Company has had the opportunity to consult with management and the financial and legal advisors of such Company and to fully consider each of the strategic alternatives available to such Company; and

WHEREAS, the respective Board of each Company has determined, in the judgment of such Board, that the following resolutions are advisable and in the best interests of the Companies, their subsidiaries, their creditors, and other parties in interest.

NOW, THEREFORE, BE IT:

CHAPTER 11 FILING

RESOLVED, that in the judgment of the respective Board of each Company, it is desirable and in the best interests of the Companies, its creditors, and other parties in interest, that such Company shall be, and hereby is, authorized to file or cause to be filed a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by each Company, collectively, the “Chapter 11 Cases”) under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) or other court of competent jurisdiction; and

RESOLVED FURTHER, that the duly appointed officers of each Company (collectively, the “Authorized Officers”), acting alone or with one or more other Authorized Officers be, and each of them hereby is, authorized, empowered, and directed to execute and file on behalf of such Company all petitions, schedules, lists, and other motions, objections, replies, applications, papers, or documents, and to take any and all action that they deem necessary, appropriate, or desirable to obtain such relief, including, without limitation, any action necessary, appropriate, or desirable to maintain the ordinary course operation of such Company’s businesses or to assist such Company in the Chapter 11 Cases and in carrying out its duties under the provisions of the Bankruptcy Code.

RETENTION OF PROFESSIONALS

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized and directed to employ the law firm of Kirkland & Ellis LLP, as general bankruptcy counsel, to represent and assist each Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Company’s rights and obligations, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain Kirkland & Ellis LLP in accordance with applicable law; and

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized and directed to employ the firm of PJT Partners LP, as financial advisor and investment banker, to represent and assist each Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Company’s rights and obligations; and in connection therewith, each of the Authorized Officers is, with power of delegation, hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain PJT Partners LP in accordance with applicable law; and

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized and directed to employ the firm of Alvarez & Marsal North America, LLC, as restructuring advisor, to represent and assist each Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance each of such Company's rights and obligations; and in connection therewith, each of the Authorized Officers is, with power of delegation, hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain Alvarez & Marsal North America, LLC in accordance with applicable law; and

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized and directed to employ the firm of Kurtzman Carson Consultants, as notice, claims, and balloting agent, to represent and assist each Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Company's rights and obligations; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Kurtzman Carson Consultants LLC in accordance with applicable law; and

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized and directed to employ any other professionals to assist each Company in carrying out its duties under the Bankruptcy Code; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary; and

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, with power of delegation, authorized, empowered, and directed to execute and file all petitions, schedules, motions, objections, replies, applications, pleadings, lists, and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, investment bankers, financial advisors, restructuring advisors, and other professionals and to take and perform any and all further acts and deeds that each of the Authorized Officers deem necessary, proper, or desirable in connection with each Company's Chapter 11 case, with a view to the successful prosecution of the case.

CASH COLLATERAL

RESOLVED FURTHER, that to the extent applicable to each Company, in the judgment of the Board, it is desirable and in the best interest of such Company, its interest holders, its creditors, and other parties in interest, to obtain the benefits from the use of cash collateral (the "Cash Collateral," as such term is defined in section 363(a) of the Bankruptcy Code), which is security for certain of the Company's prepetition secured lenders under certain credit facilities by and among the Company, the guarantors party thereto, and the lenders party thereto (the "Prepetition Secured Lenders"); and

RESOLVED FURTHER, that to the extent applicable to each Company, the Authorized Officers be, and hereby are, authorized, directed and empowered in the name of, and on behalf of, such Company to seek approval of the use of cash collateral pursuant to a cash collateral order in interim and final form (a "Cash Collateral Order"), and, to the extent applicable to each Company, any Authorized Officer be, and hereby is, authorized, empowered, and directed to negotiate, execute (under the common seal of the Company, if appropriate), and deliver any and all agreements, instruments, or documents, by or on behalf of the Company, necessary or advisable to implement the Cash Collateral Order, including providing for adequate protection to the Prepetition Secured Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for the use of cash collateral in connection with the Company's chapter 11 cases, which agreement(s) may require each Company to grant adequate protection and security interests to the Prepetition Secured Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of each Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Officer in his absolute discretion approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof; and

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby are, authorized, directed, and empowered in the name of, and on behalf of, each Company to execute (under the common seal of the Company, if appropriate) and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the Cash Collateral Order or to do such other things which shall in his/her absolute discretion be necessary, desirable, proper, or advisable to give effect

to the foregoing resolutions, which determination shall be conclusively evidenced by his or their execution thereof.

DEBTOR-IN-POSSESSION FINANCING

WHEREAS, reference is made to those certain debtor-in-possession financing proposals that set forth the terms and conditions of the debtor-in-possession financing to be provided to the Companies (the “Borrowers”) by the lenders listed therein (the “DIP Lenders”); and

WHEREAS, the Borrowers have requested that the DIP Lenders provide senior secured debtor-in-possession credit facilities (together, the “DIP Facilities”) to the Companies; and

WHEREAS, each Company will obtain benefits from the incurrence of the DIP Obligations (as defined below), and it is advisable and in the best interest of each Company to enter into the DIP Loan Documents (as defined below), and to perform its obligations thereunder, including granting security interests in all or substantially all of its assets; and

WHEREAS, the obligation of the DIP Lenders to make the extensions of credit to the Borrowers under the DIP Facilities is subject to, among other things, each Company entering into a binding credit agreement and/or commitment letters with the DIP Lenders and one or more agents acting on behalf of the DIP Lenders (the “DIP Agents”) (collectively with any other documents and agreements related thereto or contemplated thereunder, including and any documents, instruments or certificates as may be reasonably requested by the DIP Agents (as defined below), the “DIP Loan Documents”), and otherwise satisfying certain conditions in connection therewith (the obligations thereunder, the “DIP Obligations”); and

WHEREAS, the Borrowers and the DIP Lenders are continuing negotiations regarding the final form of the DIP Loan Documents.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the DIP Loan Documents presently before the Boards, and the transactions contemplated thereunder (including, without limitation, the borrowings and the incurrence of the DIP Obligations thereunder), and the guaranties, liabilities, obligations, security interest granted and notes issued, if any, in connection therewith, be and hereby are authorized, adopted and approved, subject to such changes, additions, and modifications thereto as an

Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by an Authorized Officer's execution and delivery thereof; and

RESOLVED FURTHER, that each Company will obtain benefits from its entry into the DIP Loan Documents and incurrence and performance of the DIP Obligations thereunder and it is advisable and in the best interest of each Company to enter into the DIP Loan Documents, and to perform its obligations thereunder, including granting security interests in all or substantially all of its assets; and

RESOLVED FURTHER, that each Company shall be, and hereby is, authorized to enter into the DIP Loan Documents and incur the DIP Obligations, and the Authorized Officers, acting alone or with one or more Authorized Officers, be, and hereby are, authorized and empowered to execute and deliver the DIP Loan Documents, with such changes, additions, and modifications thereto as an Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by an Authorized Officer's execution and delivery thereof; and

RESOLVED FURTHER, that the Authorized Officers, acting alone or with one or more Authorized Officers, be, and hereby are, authorized, in the name and on behalf of each Company, to assign, transfer, pledge and grant to the DIP Agents, for the ratable benefit of the respective or applicable DIP Lenders, a security interest in all or substantially all the assets of such Company, as collateral security for the prompt and complete payment and performance when due of the DIP Obligations under the documents to which such Company is a party and to take or cause to be taken any such actions as may be necessary, appropriate or desirable to cause each Company to create, perfect and maintain a security interest in each Company's property or assets constituting "Collateral" as described or contemplated in the DIP Loan Documents (the "Collateral"); and

RESOLVED FURTHER, that the Authorized Officers, acting alone or with one or more Authorized Officers, be, and hereby are, authorized, in the name and on behalf of each Company, to enter into the guarantees as described or contemplated by the DIP Loan Documents or any other documents, certificates, instruments, agreements, intercreditor agreements, any extension amendment or any incremental agreement required to consummate the transactions contemplated by the DIP Loan Documents and perform its obligations thereunder and to guarantee the payment and

performance of the DIP Obligations of the Borrowers and any other guarantor thereunder; and

RESOLVED FURTHER, that the DIP Agents are authorized to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of each Company in such form and in such offices as such DIP Agent determines appropriate to perfect the security interests of the DIP Lenders granted under the DIP Loan Documents. The DIP Agents are authorized to use the collateral description “all assets” or “all or substantially all personal property assets” or any similar description in any such financing statements; and

RESOLVED FURTHER, that the Authorized Officers, acting alone or with one or more Authorized Officers, be, and hereby are, authorized, empowered and directed in the name of, and on behalf of, each Company to seek authorization to incur the DIP Obligations and to seek approval of the use of cash collateral pursuant to a postpetition financing order in interim and final form, and any Authorized Officer be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of each Company, necessary to implement the postpetition financing, including providing for adequate protection to the Prepetition Secured Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP Loan Documents and the use of cash collateral in connection with each Company’s Chapter 11 Cases, which agreements may require each Company to grant adequate protection and liens to each Company’s Prepetition Secured Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of each Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Officer approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof; and

RESOLVED FURTHER, that any Authorized Officer or other officer of each Company is hereby authorized, empowered, and directed, in the name of and on behalf of each Company, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Loan Documents and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which each Company is or will be a party or any order entered into in connection with the

Chapter 11 Cases (collectively, and together with the DIP Credit Agreement and the other DIP Loan Documents, the “Financing Documents”), incur and pay or cause to be paid all related fees and expenses, with such changes, additions, and modifications thereto as an Authorized Officer executing the same shall approve; and

RESOLVED FURTHER, that each Company, as debtor and debtor-in-possession under the Bankruptcy Code be, and hereby is, authorized, empowered, and directed to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the Financing Documents (collectively, the “Financing Transactions”), including granting liens on its assets to secure such obligations; and

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized, empowered and directed in the name of, and on behalf of, each Company, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the Financing Documents or to do such other things which shall in their sole judgment be necessary, desirable, proper, or advisable in order to perform each Company’s DIP Obligations and to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his/her or their execution thereof.

NO TERMINATION OF EXISTENCE

RESOLVED, that notwithstanding any provision in the governing documents of any Company, no Company shall be automatically dissolved upon the filing of the voluntary petitions or any action taken in accordance with these resolutions.

GENERAL

RESOLVED FURTHER, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of each Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in the case as in such officer's or officers' judgment, shall be necessary, advisable, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and

RESOLVED FURTHER, that each Company and the respective Board of each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of such Company, or hereby waives any right to have received such notice; and

RESOLVED FURTHER, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of such Company with the same force and effect as if each such act, transaction, agreement, or certificate has been specifically authorized in advance by resolution of the respective Board of each Company; and

RESOLVED FURTHER, that each of the Authorized Officers (and their designees and delegates) be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of each Company with respect to the transactions contemplated by these resolutions hereunder as the sole shareholder, partner, member, managing member, or manager of each direct subsidiary of such Company, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officers' reasonable business judgment as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein; and

RESOLVED FURTHER, that to the extent any Company serves as the the sole member, general partner, managing member, equivalent manager, or other governing body (each, a "Controlling

Company”) of any other Company, each Authorized Officer, as applicable, is authorized, empowered and directed to take each of the actions described in these resolutions or any of the actions authorized by these resolutions on behalf of each such applicable Controlling Company; and

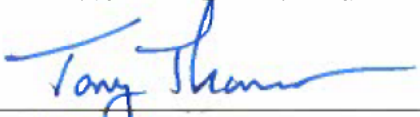
RESOLVED FURTHER, that this Action may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute but one and the same consent; and

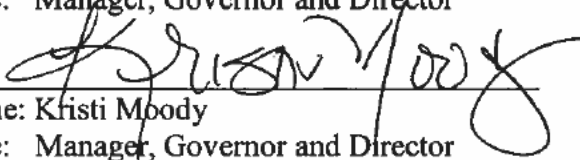
RESOLVED FURTHER, that electronic or photostatic copies of signatures to this Action shall be deemed to be originals and may be relied on to the same extent as the originals; and

RESOLVED FURTHER, that the actions taken by this Action shall have the same force and effect as if taken at a meeting of the Board of each of the Companies, as applicable, duly called and constituted pursuant to each such Company’s bylaws, operating agreement, or limited liability company agreement, as applicable, and the applicable laws of the jurisdiction in which such Company is organized.

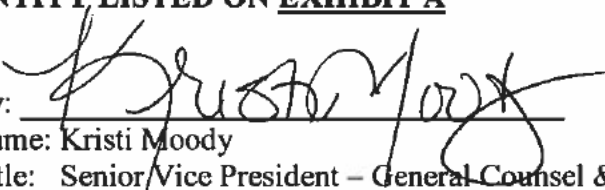
* * * * *

IN WITNESS WHEREOF, the undersigned has executed this Action via Written Consent as of the date above first written.

By: 
Name: Tony Thomas
Title: Manager, Governor and Director

By: 
Name: Kristi Moody
Title: Manager, Governor and Director

**BEING THE MANAGERS, GOVERNOR, OR
DIRECTOR, AS APPLICABLE, OF EACH
ENTITY LISTED ON EXHIBIT A**

By: 
Name: Kristi Moody
Title: Senior Vice President – General Counsel &
Corporate Secretary

**AS OFFICER OF THE SOLE MEMBER OR SOLE
SHAREHOLDER, AS APPLICABLE, OF EACH
ENTITY LISTED ON EXHIBIT A**

Exhibit A

COMPANY	JURISDICTION
Allworx Corp.	DE
American Telephone Company, LLC	NY
ARC Networks, Inc.	DE
A.R.C. Networks, Inc.	NY
ATX Communications, Inc.	DE
ATX Licensing, Inc.	DE
ATX Telecommunications Services of Virginia, LLC	DE
Birmingham Data Link, LLC	AL
BOB, LLC	IL
Boston Retail Partners LLC	MA
BridgeCom Holdings, Inc.	DE
BridgeCom International, Inc.	DE
BridgeCom Solutions Group, Inc.	DE
Broadview Networks, Inc.	NY
Broadview Networks of Massachusetts, Inc.	DE
Broadview Networks of Virginia, Inc.	VA
Broadview NP Acquisition Corp.	DE
Buffalo Valley Management Services, Inc.	DE
Business Telecom of Virginia, Inc.	VA
Business Telecom, LLC	NC
BV-BC Acquisition Corporation	DE
Cavalier IP TV, LLC	DE
Cavalier Services, LLC	DE
Cavalier Telephone Mid-Atlantic, L.L.C.	DE
Cavalier Telephone, L.L.C.	VA
CCL Historical, Inc.	DE
Choice One Communications of Connecticut Inc.	DE
Choice One Communications of Maine Inc.	DE
Choice One Communications of Massachusetts Inc.	DE
Choice One Communications of New York Inc.	DE
Choice One Communications of Ohio Inc.	DE
Choice One Communications of Pennsylvania Inc.	DE
Choice One Communications of Rhode Island Inc.	DE
Choice One Communications Resale L.L.C.	DE
Choice One Communications of Vermont Inc.	DE
Choice One of New Hampshire, Inc.	DE
Cinergy Communications Company of Virginia, LLC	VA
Conestoga Enterprises, Inc.	PA
Conestoga Management Services, Inc.	DE
Conestoga Wireless Company	PA
Connecticut Broadband, LLC	CT

COMPANY	JURISDICTION
Connecticut Telephone & Communication Systems, Inc.	CT
Conversent Communications Long Distance, LLC	NH
Conversent Communications of Connecticut, LLC	CT
Conversent Communications of Maine, LLC	ME
Conversent Communications of Massachusetts, Inc.	MA
Conversent Communications of New Hampshire, LLC	NH
Conversent Communications of New Jersey, LLC	NJ
Conversent Communications of New York, LLC	NY
Conversent Communications of Pennsylvania, LLC	PA
Conversent Communications of Rhode Island, LLC	RI
Conversent Communications of Vermont, LLC	VT
Conversent Communications Resale L.L.C.	DE
CoreComm-ATX, Inc.	DE
CoreComm Communications, LLC	DE
CTC Communications Corporation	MA
CTC Communications of Virginia, Inc.	VA
D&E Communications, LLC	DE
D&E Management Services, Inc.	NV
D&E Networks, Inc.	PA
D&E Wireless, Inc.	PA
Deltacom, LLC	AL
Earthlink Business, LLC	DE
Earthlink Carrier, LLC	DE
Equity Leasing, Inc.	NV
Eureka Broadband Corporation	DE
Eureka Holdings, LLC	DE
Eureka Networks, LLC	DE
Eureka Telecom, Inc.	NY
Eureka Telecom of VA, Inc.	VA
Georgia Windstream, LLC	DE
Heart of the Lakes Cable Systems, Inc.	MN
Infocore, Inc.	PA
Info-Highway International, Inc.	TX
InfoHighway Communications Corporation	DE
InfoHighway of Virginia, Inc.	VA
Intellifiber Networks, LLC	VA
Iowa Telecom Data Services, L.C.	IA
Iowa Telecom Technologies, LLC	IA
IWA Services, LLC	IA
KDL Holdings, LLC	DE
LDMI Telecommunications, LLC	MI
Lightship Telecom, LLC	DE
MassComm, LLC	NY

COMPANY	JURISDICTION
McLeodUSA Information Services LLC	DE
McLeodUSA Purchasing, LLC	IA
McLeodUSA Telecommunications Services, L.L.C.	IA
MPX, Inc.	DE
Nashville Data Link, LLC	TN
Network Telephone, LLC	FL
Norlight Telecommunications of Virginia, LLC	VA
Oklahoma Windstream, LLC	OK
Open Support Systems, LLC	CT
PaeTec Communications of Virginia, LLC	VA
PaeTec Communications, LLC	DE
PAETEC Holding, LLC	DE
PAETEC iTEL, L.L.C.	NC
PAETEC Realty LLC	NY
PAETEC, LLC	DE
PCS Licenses, Inc.	NV
Progress Place Realty Holding Company, LLC	NC
RevChain Solutions, LLC	DE
SM Holdings, LLC	DE
Southwest Enhanced Network Services, LLC	DE
Talk America of Virginia, LLC	VA
Talk America, LLC	DE
Televue, LLC	GA
Texas Windstream, LLC	TX
The Other Phone Company, LLC	FL
TriNet, LLC	GA
TruCom Corporation	NY
US LEC Communications LLC	NC
US LEC of Alabama LLC	NC
US LEC of Florida LLC	NC
US LEC of Georgia LLC	DE
US LEC of Maryland LLC	NC
US LEC of North Carolina LLC	NC
US LEC of Pennsylvania LLC	NC
US LEC of South Carolina LLC	DE
US LEC of Tennessee LLC	DE
US LEC of Virginia LLC	DE
US Xchange Inc.	DE
US Xchange of Illinois, L.L.C.	DE
US Xchange of Indiana, L.L.C.	DE
US Xchange of Michigan, L.L.C.	DE
US Xchange of Wisconsin, L.L.C.	DE
Valor Telecommunications of Texas, LLC	DE

COMPANY	JURISDICTION
WaveTel NC License Corporation	DE
WIN Sales & Leasing, Inc.	MN
Windstream Accucomm Networks, LLC	GA
Windstream Accucomm Telecommunications, LLC	GA
Windstream Alabama, LLC	AL
Windstream Arkansas, LLC	DE
Windstream Buffalo Valley, Inc.	PA
Windstream Business Holdings, LLC	DE
Windstream BV Holdings, LLC	DE
Windstream Cavalier, LLC	DE
Windstream Communications Kerrville, LLC	TX
Windstream Communications Telecom, LLC	TX
Windstream Communications, LLC	DE
Windstream Concord Telephone, LLC	NC
Windstream Conestoga, Inc.	PA
Windstream CTC Internet Services, Inc.	NC
Windstream D&E Systems, LLC	DE
Windstream D&E, Inc.	PA
Windstream Direct, LLC	MN
Windstream Eagle Holdings LLC	DE
Windstream Eagle Services, LLC	DE
Windstream EN-TEL, LLC	MN
Windstream Finance Corp	DE
Windstream Florida, LLC	FL
Windstream Georgia Communications, LLC	GA
Windstream Georgia Telephone, LLC	GA
Windstream Georgia, LLC	GA
Windstream Holding of the Midwest, Inc.	NE
Windstream Iowa Communications, LLC	DE
Windstream Iowa-Comm, LLC	IA
Windstream IT-Comm, LLC	IA
Windstream KDL, LLC	KY
Windstream KDL-VA, LLC	VA
Windstream Kentucky East, LLC	DE
Windstream Kentucky West, LLC	KY
Windstream Kerrville Long Distance, LLC	TX
Windstream Lakedale Link, Inc.	MN
Windstream Lakedale, Inc.	MN
Windstream Leasing, LLC	DE
Windstream Lexcom Communications, LLC	NC
Windstream Lexcom Entertainment, LLC	NC
Windstream Lexcom Long Distance, LLC	NC
Windstream Lexcom Wireless, LLC	NC

COMPANY	JURISDICTION
Windstream Mississippi, LLC	DE
Windstream Missouri, LLC	DE
Windstream Montezuma, LLC	IA
Windstream Nebraska, Inc.	DE
Windstream Network Services of the Midwest, Inc.	NE
Windstream New York, Inc.	NY
Windstream Norlight, LLC	KY
Windstream North Carolina, LLC	NC
Windstream NorthStar, LLC	MN
Windstream NTI, LLC	WI
Windstream NuVox Arkansas, LLC	DE
Windstream NuVox Illinois, LLC	DE
Windstream NuVox Indiana, LLC	DE
Windstream NuVox Kansas, LLC	DE
Windstream NuVox Missouri, LLC	DE
Windstream NuVox Ohio, LLC	DE
Windstream NuVox Oklahoma, LLC	DE
Windstream NuVox, LLC	DE
Windstream of the Midwest, Inc.	NE
Windstream Ohio, LLC	OH
Windstream Oklahoma, LLC	DE
Windstream Pennsylvania, LLC	DE
Windstream SHAL Networks, Inc.	MN
Windstream SHAL, LLC	MN
Windstream Shared Services, LLC	DE
Windstream South Carolina, LLC	SC
Windstream Southwest Long Distance, LLC	DE
Windstream Standard, LLC	GA
Windstream Sugar Land, LLC	TX
Windstream Supply, LLC	OH
Windstream Systems of the Midwest, Inc.	NE
Windstream Western Reserve, LLC	OH
Xeta Technologies, Inc.	OK

COMMONWEALTH OF PENNSYLVANIA

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Tom Skiffington for RE/MAX 440,

Complainant,

v.

Windstream Pennsylvania, LLC,

Respondent.

:
:
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:
:
:
:
:
:
:
:

In the Matter of:

Docket No: C-2018-3006553

CERTIFICATE OF SERVICE

I hereby certify that I have this day electronically filed the foregoing Suggestion of Bankruptcy and Notice of the Automatic Stay on the Commission's electronic filing system. In addition, I certify that this day I have served a true copy of the foregoing Suggestion of Bankruptcy and Notice of the Automatic Stay upon the party listed below in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

VIA FIRST CLASS MAIL:

RE/MAX 440
c/o Tom Skiffington
701 W. Market Street
Perkasie, PA 18944

Dated: April 4, 2019



Cary L. Rice (Pa. No. 325227)
Hangley Aronchick Segal Pudlin & Schiller
One Logan Square, 27th Floor
Philadelphia, PA 19103
Phone: (215) 568-6200
Fax: (215) 568-0300
crice@hangley.com

*Attorney for Respondent
Windstream Pennsylvania, LLC*

EXHIBIT B

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Tom Skiffington	:	
for Re/Max 440	:	
	:	
v.	:	C-2018-3006553
	:	
Windstream Pennsylvania, LLC	:	

STAY ORDER

On December 11, 2018, Tom Skiffington for Re/Max 440 (Complainant) filed a Formal Complaint (Complaint) against Windstream Pennsylvania, LLC (Windstream or Respondent) with the Pennsylvania Public Utility Commission (Commission). In the Complaint, the Complainant placed check-marks in the boxes indicating: “Incorrect charges are on my bill” and “I am having a reliability, safety or quality problem with my utility service.”

On January 3, 2019, Windstream filed an Amended Answer and New Matter¹ along with a Notice to Plead. In its Amended Answer, Windstream denied all material allegations of fact and conclusions of law in the Complaint. As a New Matter, Windstream argued that the Complainant is bound by the language in a previously executed Service Agreement and the applicable terms and conditions that prohibit the Complainant from seeking any special, incidental, consequential or exemplary damages for the performance or nonperformance hereunder.

By Hearing Notice dated March 29, 2019, a hearing was scheduled for May 1, 2019, and the matter was assigned to me.

On April 10, 2019, Windstream filed a Suggestion of Bankruptcy and Notice of the Automatic Stay notifying the Commission that Windstream filed a voluntary petition under Chapter

¹ Windstream filed its original Answer on December 26, 2018.

11 of the United States Bankruptcy Code on February 25, 2019. Windstream's bankruptcy case is pending before the United States Bankruptcy Court for the Southern District of New York as Case No. 19-22505-rdd.

A bankruptcy petition filed under either Sections 301, 302 or 303 of the United States Bankruptcy Code will operate as a stay and bars the commencement or continuation of a judicial, administrative or other action or proceeding against the debtor, including the issuance or employment of a process, which action or proceeding was commenced prior to the start of the bankruptcy proceeding, or to recover a claim against the debtor that arose before the commencement of the bankruptcy proceeding. See 11 U.S.C.S. §362(a)(1). As a result, this matter before the Commission is stayed by operation of federal law pending resolution of the Respondent's bankruptcy petition.

The Respondent and the Complainant are directed to file a status report with the Commission at this Docket, with a copy to me and the opposing party, within sixty (60) days of the date of this Stay Order, and every sixty (60) days thereafter, until the bankruptcy proceeding has concluded.

THEREFORE,

IT IS ORDERED:

1. That the Complaint of Thomas Skiffington for Re/Max 440 against Windstream Pennsylvania, LLC filed at Docket No. C-2018-3006553 is STAYED;
2. That the hearing scheduled for May 1, 2019 is cancelled; and

C-2018-3006553 - TOM SKIFFINGTON FOR RE/MAX 440 v. WINDSTREAM PENNSYLVANIA LLC

SERVICE LIST

RE/MAX 440
C/O THOMAS SKIFFINGTON
701 WEST MARKET STREET
PERKASIE PA 18944
215.453.7653

JAMES LLOYD ESQUIRE
WINDSTREAM PENNSYLVANIA LLC
4001 NORTH RODNEY PARHAM ROAD
LITTLE ROCK AR 72212
501.748.4804