

Hearing Date: April 16, 2019 at 10:00 a.m. (prevailing Eastern Time)
Objection Deadline: April 9, 2019 at 4:00 p.m. (prevailing Eastern Time)

Steven J. Reisman
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*Proposed Conflicts Counsel to the Debtors and
Debtors in Possession*

**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)

**NOTICE OF HEARING ON DEBTORS' APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF KATTEN MUCHIN
ROSENMAN LLP AS CONFLICTS COUNSEL FOR THE DEBTORS AND DEBTORS
IN POSSESSION EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

PLEASE TAKE NOTICE that on March 26, 2019, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Katten Muchin Rosenman LLP as Conflicts Counsel for the Debtors and Debtors in Possession Effective Nunc Pro Tunc to the Petition Date* (the "Motion"). A hearing (the "Hearing") on the Motion will be held before the Honorable Robert

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.



D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, at the United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, New York 10601, on **April 16, 2019, at 10:00 a.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that any responses or objections (each, an “Objection”) to the Motion and the relief requested therein shall be in writing, shall conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the *Interim Order Establishing Certain Notice, Case Management, and Administrative Procedures* [Docket No. 57] (the “Interim Case Management Order”) (the “Interim Case Management Order”), shall set forth the basis for the Objection and the specific grounds therefore, and shall be filed with the Court electronically in accordance with General Order M-399 by registered users of the Court’s case filing system (the User’s Manual for the Electronic Case Filing System can be found at <http://www.nysb.uscourts.gov>, the official website for the Court), with a hard copy delivered directly to chambers pursuant to Local Bankruptcy Rule 9070-1 and served so as to be actually received no later than **April 9, 2019, at 4:00 p.m. (prevailing Eastern Time)** (the “Objection Deadline”), upon the parties on the Master Service List (as defined in the Case Management Order), including the following:

- a. Proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Stephen E. Hessler, P.C., and Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn.: Ross M. Kwasteniet, P.C., Brad Weiland, and John R. Luze;
- b. The Office of The United States Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, New York 10014, Attn: Paul K. Schwartzberg and Serene Nakano;
- c. Proposed counsel to the Creditors’ Committee, Morrison & Foerster LLP, 250 West 55th Street, New York, New York, 10019, Attn: Lorenzo Marinuzzi, Todd M. Goren, Jennifer L. Marines, and Erica J. Richards;

- d. Counsel to the agents for each of the Debtors' secured credit facilities; and
- e. Counsel to the indenture trustee for each of the Debtors' unsecured notes.

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and served with respect to the Motion, the Debtors shall, on or after the Objection Deadline, submit to the Court an order substantially in the form annexed as **Exhibit A** to the Motion, which order the Court may enter with no further notice or opportunity to be heard.

PLEASE TAKE FURTHER NOTICE that the Hearing may be continued or adjourned thereafter from time to time without further notice other than an announcement of the adjourned date or dates at the Hearing. The Debtors will file an agenda before the Hearing, which may modify or supplement the Motion to be heard at the Hearing.

PLEASE TAKE FURTHER NOTICE that a copy of the Motion may be obtained free of charge by visiting the website of Kurtzman Carson Consultants LLC 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> in accordance with the procedures and fees set forth therein.

Dated: March 26, 2019
New York, NY

Steven J. Reisman

Steven J. Reisman

Cindi M. Giglio

KATTEN MUCHIN ROSENMAN LLP

575 Madison Avenue

New York, NY 10022

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**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)
)	

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF KATTEN MUCHIN ROSENMAN LLP AS
CONFLICTS COUNSEL FOR THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this application (this “Application”) for the entry of an order (the “Order”), substantially in the form attached hereto as **Exhibit A**, authorizing the Debtors to retain and employ Katten Muchin Rosenman LLP (“Katten”) as their conflicts counsel effective *nunc pro tunc* to the Petition Date (as defined herein). In support of this Application, the Debtors submit the declaration of Steven J. Reisman, a partner of Katten Muchin Rosenman LLP (the “Reisman Declaration”), which is

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.

attached hereto as **Exhibit B** and the declaration of Kristi Moody, Executive Vice President, General Counsel, and Corporate Secretary of Windstream Holdings, Inc., which is attached hereto as **Exhibit C** (the “Moody Declaration”). In further support of this Application, the Debtors respectfully state as follows.

Jurisdiction and Venue

1. The United States Bankruptcy Court for the Southern District of New York (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 327(a) and 330 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Bankruptcy Rule 2014-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Bankruptcy Rules”).

Background

4. On February 25, 2019 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code. On February 28, the Court entered an order [Docket No. 56] authorizing the joint administration and procedural consolidation of the chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No entity has requested the appointment of a trustee or examiner in these chapter 11 cases. On March 12, 2019, the United States Trustee for the Southern District of New York (the “U.S. Trustee”) appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Committee”) [Docket No. 136].

5. A description of the Debtors' businesses, the reasons for commencing the chapter 11 cases, and the relief sought from the Court to allow for a smooth transition into chapter 11 are set forth in the *Declaration of Tony Thomas, Chief Executive Officer and President of Windstream Holdings, Inc., (I) in Support of Debtors' Chapter 11 Petitions and First Day Motions and (II) Pursuant to Local Bankruptcy Rule 1007-2*, filed on February 25, 2019 [Docket No. 27], incorporated herein by reference.

Relief Requested

6. By this Application, the Debtors seek the entry of the Order authorizing the retention and employment of Katten as their conflicts counsel in accordance with the terms and conditions set forth in that certain engagement letter between the Debtors and Katten effective as of February 24, 2019 (the "Engagement Letter"), a copy of which is attached hereto as **Exhibit 1** to **Exhibit A** and incorporated herein by reference.

Katten's Qualifications

7. The Debtors seek to retain Katten because of Katten's recognized expertise and extensive experience and knowledge in the field of debtors' protections, creditors' rights, and business reorganizations under chapter 11 of the Bankruptcy Code. The Debtors also seek to employ and retain Kirkland & Ellis LLP and Kirkland & Ellis International LLP ("Kirkland") as their primary counsel in connection with these chapter 11 cases. It is intended that the services of Katten shall complement, and not duplicate, the services to be rendered by Kirkland. Moreover, the responsibilities of Katten shall be confined to discrete legal matters that are distinct from the matters handled by Kirkland. Katten shall act on its own and will not act under the direct supervision of Kirkland. Indeed, the Debtors are extremely mindful of the need to avoid duplication of services and appropriate procedures will be implemented to ensure that there is no

such duplication and that appropriate ethical walls are erected to screen Kirkland from the work of Katten.

8. Katten has been actively involved in major chapter 11 cases and has represented debtors in many cases, including, among others, *In re J&M Stores, Inc.*, No. 18-11901 (LSS) (Bankr. D. Del., Aug. 27, 2018) and *In re Vitamin World, Inc.*, No. 17-11933 (KJC) (Bankr. D. Del., Oct. 18, 2017). In addition, the attorneys at Katten have broad experience acting as conflicts counsel in large chapter 11 cases. While at a prior firm, the attorneys at Katten working on this engagement have represented debtors as conflicts counsel in many cases, including, among others, *In re Fairway Group Holdings Corp.*, No. 16-11241 (MEW) (Bankr. S.D.N.Y. June 1, 2016); *In re Breitburn Energy Partners LP*, No. 16-11390 (SMB) (Bankr. S.D.N.Y. June 15, 2016); *In re Genco Shipping & Trading Limited*, No. 14-11108 (SHL) (Bankr. S.D.N.Y. May 16, 2014); *In re American Roads LLC*, No. 13-12412 (BRL) (Bankr. S.D.N.Y. Aug. 21, 2013); *In re Residential Capital, LLC*, No. 12-12020 (MG) (Bankr. S.D.N.Y. Jul. 16, 2012); *In re Hawker Beechcraft, Inc.*, No. 12-11873 (SMB) (Bankr. S.D.N.Y. May 30, 2012); *In re Gen. Mar. Corp.*, No. 11-15285 (MG) (Bankr. S.D.N.Y. Dec. 12, 2011); *In re Sbarro, Inc.*, No. 11-11527 (SCC) (Bankr. S.D.N.Y. May 3, 2011); *In re FGIC Corp.*, No. 10-14215 (SMB) (Bankr. S.D.N.Y. Oct. 19, 2010); *In re CIT Group, Inc.*, No. 09-16565 (ALG) (Bankr. S.D.N.Y. Nov. 24, 2009); *In re Readers' Digest Ass'n, Inc.*, No. 09-23529 (RDD) (Bankr. S.D.N.Y. Sept. 17, 2009); *In re Lear Corp.*, No. 09-14326 (ALG) (Bankr. S.D.N.Y. Jul. 31, 2009); *In re Star Tribune Holdings Corp.*, No. 09-10244 (RDD) (Bankr. S.D.N.Y. Feb. 9, 2009); and *In re Lehman Brothers Holdings Inc.*, No. 08-13555 (JMP) (Bankr. S.D.N.Y. Nov. 21, 2008).

9. Katten is generally familiar with the Debtors' businesses and the types of legal issues that may arise in the context of these chapter 11 cases. The Debtors believe that Katten is

both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

Services to be Provided

10. Subject to further order of the Court, and consistent with the Engagement Letter, the Debtors request the retention and employment of Katten to render the following legal services in circumstances where Kirkland cannot handle the matter because of an actual or perceived conflict of interest or where the Debtors believe it would be more efficient or economical for Katten to handle the matter:

- a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
- b. advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of creditors and other parties in interest;
- d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;
- e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;
- g. advising the Debtors in connection with any potential sale of assets;
- h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
- i. advising the Debtors regarding tax matters;

- j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and
- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors; and (iii) advising the Debtors on corporate and litigation matters.

Professional Compensation

11. Katten intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Katten will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that Katten uses in other restructuring matters, as well as similar complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

12. Katten operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

13. Katten's current hourly rates for matters related to these chapter 11 cases range as follows:²

² For professionals and paraprofessionals residing outside of the U.S., hourly rates are billed in the applicable currency. When billing a U.S. entity, such foreign rates are converted into U.S. dollars at the then applicable conversion rate. After converting these foreign rates into U.S. dollars, it is possible that certain rates may exceed the billing rates listed in the chart herein.

Billing Category³	U.S. Range
Partners	\$720-\$1,430
Of Counsel	\$850-\$1,405
Associates	\$395-\$930
Paraprofessionals	\$185-\$545

14. Katten's hourly rates are set at a level designed to compensate Katten fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments.⁴

15. Moreover, these hourly rates are consistent with the rates that Katten charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

16. The rate structure provided by Katten is appropriate and not significantly different from (a) the rates that Katten charges for other similar types of representations or (b) the rates that other comparable counsel would charge to do work substantially similar to the work Katten will perform in these chapter 11 cases.

17. It is Katten's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been

³ Although Katten does not anticipate using contract attorneys during these chapter 11 cases, in the unlikely event that it becomes necessary to use contract attorneys, Katten will not charge a markup to the Debtors with respect to fees billed by such attorneys. Moreover, any contract attorneys or non-attorneys who are employed by the Debtors in connection with work performed by Katten will be subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code. While the rate ranges provided for in this Application may change if an individual leaves or joins Katten, and if any such individual's billing rate falls outside the ranges disclosed above, Katten does not intend to update the ranges for such circumstances.

⁴ For example, like many of its peer law firms, Katten typically increases the hourly billing rate of attorneys and paraprofessionals once a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases, effective November 1, 2013). As set forth in the Order, Katten will provide ten business-days' notice to the Debtors, the U.S. Trustee, and any official committee before implementing any periodic increases, and shall file any such notice with the Court.

incurred except for representation of that particular client. It is also Katten's policy to charge its clients only the amount actually incurred by Katten in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

18. To ensure compliance with all applicable deadlines in these chapter 11 cases, from time to time Katten utilizes the services of overtime secretaries. Katten charges fees for these services pursuant to the Engagement Letter, which permits Katten to bill the Debtors for overtime secretarial charges that arise out of business necessity. In addition, Katten professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

19. Katten currently charges \$0.20 per page for standard black duplication in its offices in the United States. Notwithstanding the foregoing and consistent with the Local Bankruptcy Rules and the *Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Cases*, Katten will charge no more than \$0.10 per page for standard duplication services in these chapter 11 cases. Katten does not charge its clients for incoming facsimile transmissions. Katten has negotiated a discounted rate for Westlaw computer-assisted legal research. Computer-assisted legal research is used whenever the researcher determines that using Westlaw is more cost effective than using traditional (non-computer assisted legal research) techniques.

Compensation Received by Katten from the Debtors

20. As of the Petition Date, the Debtors had not paid any fees or any advance payment retainer to Katten.

21. Pursuant to Bankruptcy Rule 2016(b), Katten has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with

the partners, associates, and contract attorneys associated with Katten or (b) any compensation another person or party has received or may receive.

22. As of the Petition Date, the Debtors did not owe Katten any amounts for legal services rendered before the Petition Date.

Katten's Disinterestedness

23. To the best of the Debtors' knowledge and as disclosed herein and in the Reisman Declaration, (a) Katten is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and (b) Katten has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in the Reisman Declaration.

24. Katten will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Katten will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Supporting Authority

25. The Debtors seek retention of Katten as their conflicts counsel pursuant to section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

26. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

27. The Debtors submit that for all the reasons stated above and in the Reisman Declaration, the retention and employment of Katten as conflicts counsel to the Debtors is warranted. Further, as stated in the Reisman Declaration, Katten is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in the Reisman Declaration.

Notice

28. The Debtors have provided notice of this Motion to: (a) the entities on the Master Service List (as defined in the Case Management Order and available on the Debtors' case website at www.kccllc.net/windstream) and (b) any person or entity with a particularized interest in the subject matter of the Motion. The Debtors respectfully submit that no other or further notice is necessary.

No Prior Request

29. No prior request for the relief sought in this Application has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and granting such other relief as is just and proper.

Dated: March 26, 2019
White Plains, NY

/s/ Kristi Moody
Kristi Moody
Executive Vice President, General
Counsel, and Corporate Secretary
Windstream Holdings, Inc.

Exhibit A

Proposed Order

**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 AUTHORIZING THE RETENTION AND EMPLOYMENT OF
KATTEN MUCHIN ROSENMAN LLP AS CONFLICTS COUNSEL FOR THE
DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE *NUNC PRO TUNC* TO THE
PETITION DATE**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of an order (this “Order”) authorizing the Debtors to retain and employ Katten Muchin Rosenman LLP (“Katten”) as their conflicts counsel effective *nunc pro tunc* to the Petition Date, pursuant to sections 327(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2014-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Bankruptcy Rules”); and the Court having reviewed the Application, the Declaration of Steven J. Reisman, a partner of Katten (the “Reisman Declaration”), and the declaration of Kristi Moody, Executive Vice President, General Counsel, and Corporate Secretary of Windstream Holdings, Inc. (the “Moody Declaration”); and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and

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² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found based on the representations made in the Application and in the Reisman Declaration that (a) Katten does not hold or represent an interest adverse to the Debtors' estates and (b) Katten is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and the Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and the Court having found that the Debtors provided adequate and appropriate notice of the Application under the circumstances and that no other or further notice is required; and the Court having reviewed the Application and having heard statements in support of the Application at a hearing held before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted to the extent set forth herein.
2. The Debtors are authorized to retain and employ Katten as their conflicts counsel *nunc pro tunc* to the Petition Date in accordance with the terms and conditions set forth in the Application and in the Engagement Letter attached hereto as **Exhibit 1**.
3. Katten is authorized to provide the Debtors with the professional services as described in the Application and the Engagement Letter. Specifically, but without limitation, Katten will render the following legal services where Kirkland has an actual or perceived conflict

of interest or where the Debtors believe it would be more efficient or economical for Katten to handle the matter:

- a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
- b. advising and consulting on their conduct during these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of creditors and other parties in interest;
- d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;
- e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;
- g. advising the Debtors in connection with any potential sale of assets;
- h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
- i. advising the Debtors regarding tax matters;
- j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and
- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors; and (iii) advising the Debtors on corporate and litigation matters.

4. Katten shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in

compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, and any other applicable procedures and orders of the Court.

5. Notwithstanding anything to the contrary in the Application, the Engagement Letter, or the Declarations attached to the Application, the reimbursement provisions allowing the reimbursement of fees and expenses incurred in connection with participating in, preparing for, or responding to any action, claim, suit, or proceeding brought by or against any party that relates to the legal services provided under the Engagement Letter and fees for defending any objection to Katten's fee applications under the Bankruptcy Code are not approved pending further order of the Court.

6. Katten shall not charge a markup to the Debtors with respect to fees billed by contract attorneys who are hired by Katten to provide services to the Debtors and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

7. Katten shall provide ten-business-days' notice to the Debtors, the U.S. Trustee, and any official committee before any increases in the rates set forth in the Application or the Engagement Letter are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

8. Katten shall not withdraw as Debtors' conflicts counsel before the effective date of any chapter 11 plan confirmed in these chapter 11 cases without prior approval of the Court in accordance with Local Bankruptcy Rule 2090-1(e).

9. The Debtors and Katten are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

10. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Local Bankruptcy Rules are satisfied by the contents of the Application.

11. To the extent the Application, the Reisman Declaration, the Moody Declaration, or the Engagement Letter is inconsistent with this Order, the terms of this Order shall govern.

12. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

13. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

White Plains, NY
Dated: April ___, 2019

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Engagement Letter

Katten

KattenMuchinRosenman LLP

575 Madison Avenue
New York, NY 10022-2585
212.940.8800 tel
www.kattenlaw.com

STEVEN J. REISMAN
sreisman@katten.com
212.940.8700 direct

Dated as of February 24, 2019

VIA EMAIL: kristi.moody@windstream.com

Windstream Holdings, Inc.
4001 Rodney Parham Road
Little Rock, AR 72212
Attn: Kristi Moody, Esq.
Senior Vice President, General Counsel & Corporate Secretary

Re: Engagement Agreement

Dear Kristi:

We are pleased to have the opportunity to represent Windstream Holdings, Inc. and its debtor affiliates to the extent requested by the client (the "Client") with regard to providing advice and representation as co-counsel in connection with a potential in-court restructuring and such other matters as the Client may request and the Firm may agree to handle (the "Matters"). Kirkland & Ellis LLP will be serving as lead counsel. This letter and the enclosed Terms of Engagement which contains a provision on conflicts of interest, describe the basis on which the Firm provides legal services.

I will be the lawyer at the firm with the primary responsibility for the Matter and understand that it is your expectation, as well as my own intention, that I be involved in managing all aspects of this engagement. I will be assisted by such other partner(s), associate(s), and other member(s) of the Firm as appropriate. As indicated in the Terms of Engagement, our fees are based upon our hourly rates unless otherwise noted herein.

Please review the Terms of Engagement, with the assistance of independent counsel if you wish, and let me know if you have any questions about them. If all the terms are satisfactory, please indicate your consent by signing this letter and returning it to me. However, your continuing instructions in this matter will amount to your acceptance of the terms of this letter, including the Terms of Engagement (collectively the "Terms"). All parties to this agreement agree that a digital signature shall be effective to prove each party's agreement to the Terms. Furthermore, the parties agree that the Terms may be proven through an electronic copy in digital format, and that no "original" hard-copy document need be retained to prove the Terms.

Upon your commencement of a restructuring case under Chapter 11 of the U.S. Bankruptcy Code, your ongoing employment of the Firm will be subject to the approval of the

AUSTIN CENTURY CITY CHARLOTTE CHICAGO DALLAS HOUSTON IRVING LOS ANGELES
NEW YORK ORANGE COUNTY SAN FRANCISCO BAY AREA SHANGHAI WASHINGTON, DC
LONDON: KATTEN MUCHIN ROSENMAN UK LLP
A limited liability partnership including professional corporations



Dated as of February 24, 2019
Page 2

court with jurisdiction over the bankruptcy petition. If necessary, the Firm will take steps to prepare the disclosure materials required in connection with the Firm's retention as restructuring co-counsel/ efficiency counsel. If necessary, the Firm will prepare a preliminary draft of a schedule describing the Firm's relationships with certain interested parties. The Firm will then give you a draft of this schedule once it is available. Even if the Firm does not believe that these relationships constitute actual conflicts of interest, these relationships must be described and disclosed in your application to the court to retain the Firm. If in the Firm's determination a conflict of interest arises in your Chapter 11 case requiring separate conflicts counsel, then you will be required to use separate conflicts counsel in those matters. Further, you understand, acknowledge, and agree that in connection with a Chapter 11 case, if you have not objected to the payment of a Firm invoice or to a Firm fee and expense application, have in fact paid such invoice, or have approved such fee and expense application, then you waive your right to subsequently object to the payment of fees and expenses covered by such invoice or fee application. You should also be aware that, under applicable law, in the event a trustee or examiner is appointed in any Chapter 11 case or a trustee is appointed in a superseding Chapter 7 case, the trustee or examiner may waive the attorney-client privilege as to otherwise privileged communications between the Firm and your representatives.

Upon your commencement of a restructuring case under Chapter 11 of the Bankruptcy Code, the Firm will comply with the United States Trustee's guidelines for fees and expenses, notwithstanding any terms herein to the contrary. In the event of a bankruptcy filing, the Bankruptcy Code will rule and override Section VIII of the Terms of Engagement regarding arbitration.

A schedule of the Firm's standard hourly rates is annexed as Exhibit A. The Firm's disbursements that are billed on a per-unit basis are annexed as Exhibit B. The Firm's wiring instructions are annexed as Exhibit C and the Firm's W-9 Taxpayer Certification is annexed as Exhibit D.



Dated as of February 24, 2019
Page 3

Thank you for allowing us the privilege of this representation. We value and appreciate the trust and confidence you have placed in us and we assure you we will do our best to see that your expectations are satisfied.

My best.

Sincerely,

Steven J. Reisman

SJR:aa
w/Attachment

cc: Ross M. Kwasteniet, Esq. (ross.kwasteniet@kirkland.com)
(Kirkland & Ellis LLP)

This letter and the Terms of Engagement are agreed to:

WINDSTREAM HOLDINGS, INC.

By:

Name: Kristi Moadu

Title: SVP, General Counsel & Corporate Secretary

Dated as of February 24, 2019

KATTEN MUCHIN ROSENMAN LLP
TERMS OF ENGAGEMENT

The information below describes the terms that apply to the legal services provided for you by Katten Muchin Rosenman LLP (the "**Firm**"). We encourage you to discuss any of these Terms with us at any time. If modifications to the Terms are needed, you should discuss that with us so that agreement on changes can be reached and reduced to writing. All references to "you" or "your" means only the client or clients identified in our engagement letter. **Individuals or entities that are related to or affiliated with you, such as partners, officers, directors, stockholders, parent companies, related companies, or family members, are not clients, unless we otherwise agree in writing.**

I. Scope of Representation. The scope of the work we will do for you is limited to the description stated in our engagement letter. Any changes or additions to the scope of our work, which we would be pleased to consider, must be agreed to and memorialized by letter or email. Unless that description states otherwise, **our engagement does not include responsibility for:** (1) review of your insurance policies to determine the possibility of coverage for our fees and costs or for the claim asserted against you, (2) notification of your insurance carriers about a matter, (3) advice to you about your disclosure obligations concerning a matter under the federal securities laws or any other applicable law, or (4) advice to you about tax issues that relate to a matter. If we agree to represent you in additional matters, we will do so in writing by letter or email, and the Terms of our engagement will remain the same for these additional matters unless changed by agreement in writing.

Additionally, if in response to your request or by requirement of lawful process we: testify; gather and/or produce documents; respond to document hold or production requests; or respond to any other requests in connection with possible, threatened or actual proceedings commenced by third parties that relate to our representation of you, you agree to pay us our reasonable fees and costs incurred.

II. Staffing. Steven J. Reisman will have the primary responsibility for our relationship. We assign additional lawyers and other personnel when needed based upon the type of work and the appropriate experience level required.

III. Client Responsibilities. You agree to provide us with all information that we believe is necessary or appropriate to fulfill our professional responsibilities in this matter and to cooperate with us in matters such as fact investigation, preparation of pleadings, discovery responses, settlement conferences, etc. You will designate one or more persons to give us instructions and authority to receive our requests and inquiries. You further agree that without our express written consent, you will not use our name or the fact of your engagement of us in any form of advertising or solicitation of business.

IV. Financial Arrangements.

A. Fees and Expenses. Our fees are based primarily upon the hourly rates of our lawyers and other personnel in effect when the services are performed. These rates change periodically based upon economic factors and the experience level of our

personnel. In determining the amount of our fee, we may also consider and adjust our total fee based on other factors, including the novelty and difficulty of the issues involved, the amount involved and the results obtained, and the time limits, if any, imposed by you or by the circumstances of the engagement. We are affiliated with Katten Muchin Rosenman UK LLP of London, England, and if we obtain advice or services on your behalf from that firm, we will include their time and expenses on our bill.

Expenses include items such as consultants, experts, filing fees, court reporting fees, travel costs, overnight or other special mail services, messenger services, photocopies, long distance telephone, outgoing faxes, research service charges (e.g., LEXIS), secretarial and other staff overtime charges (when required to meet the needs of the matter), and other special services such as document imaging. Certain of these charges are adjusted to include administrative and overhead expenses incurred by the Firm to provide the billed service. With respect to costs incurred and payable to third parties, such as court reporters or experts, it is our usual policy to forward those bills to you for payment directly to the third party, and you agree to pay those fees directly to the provider. As an accommodation to you, however, we may advance those costs on your behalf and include them in our monthly bills. Some large disbursements may be forwarded to you for direct payment. Some charges may not be in the system at the time of monthly billing and will appear on a later bill.

B. Fee Deposits. The amount of any fee deposit required in this engagement, if any, is set forth in the engagement letter, which is not an estimate of the total costs of the representation, nor is it a maximum fee. This fee deposit will be deposited in the Firm's client retainer trust account and will be used to pay our fees and expenses when they come due. We will pay our monthly invoices using the fee deposit when earned, unless you already have paid the invoice or dispute the amount of our invoice before that time. You agree that you will maintain the fee deposit balance at the amount agreed in the engagement letter. Accordingly, while we will pay our invoices from the fee deposit as set forth above, you agree to maintain the agreed balance by either paying each invoice within 20 days of mailing or by replenishing the fee deposit in a like amount. In the event our fees and expenses exceed the retainer deposited with us, we will bill you for the excess. We may, as an accommodation to you, agree to waive the fee deposit if our invoices are timely paid. In the event we do so, however, you agree that we may request replenishment of the fee deposit at any time, should we determine that to be necessary, in our sole discretion. We may also request, and you agree to provide, additional fee advances from time to time based on our estimates of future work to be undertaken. If you fail to maintain the balance of the fee deposit when requested or to pay promptly any additional fees requested, we reserve the right to cease performing further work and withdraw from the representation.

C. Billing and Payment. We generally forward our statements monthly. The statements will include a brief description of the work performed, the date the work was performed, the time required to do the work, and the expenses incurred. Payment is due promptly upon receipt of our statement. We reserve the right to terminate our representation of clients who do not pay promptly. We do not and cannot guarantee the

outcome of any matter, and payment of our fees and disbursements is not conditioned on any particular outcome.

V. Electronic Communication. The use of email can be an efficient means of communication, and we use it often in communicating with clients. Some clients also use instant messaging as a means of communication. However, these electronic communications can be delayed or blocked (for example, by anti-spam software) or otherwise not transmitted. You must not assume that an email or instant message sent to us was actually opened and read by us unless you receive a non-automated reply message indicating that we have read your message.

VI. Responses to Auditors' Inquiries. We are frequently asked to provide information to auditing firms regarding client legal matters and we respond to those inquiries with the same level of care and professionalism used to handle the client's other legal work. We will accordingly charge for those services at the same rates. When you make a written request that we provide information to an auditing firm, we will deem your request to be your consent for us to disclose the requested information on your behalf. Additionally, when an auditing firm makes a written request for information on your behalf, that request will be deemed to be your consent for us to disclose that information to the auditing firm.

VII. Conflicts of Interest Issues. As you know, we are a large general services law firm with many clients and with offices located in Austin, Texas; Charlotte, North Carolina; Chicago, Illinois; Dallas, Texas; Houston, Texas; Irving, Texas; Los Angeles, California (Century City and Downtown); New York, New York; Orange County, California; San Francisco Bay Area, California; Washington D.C.; and Shanghai, China, and we have an affiliate in London, England. It is possible that, during the course of our engagement, an existing or future client may seek to hire the Firm in connection with an actual or potential transaction or pending or potential litigation or other dispute resolution proceeding in which such other client's interests are or potentially may become adverse to your interests.

Because the duty of loyalty would otherwise prevent the Firm from being adverse to a current client, rules of professional conduct prevent the Firm from accepting such engagements during the Firm's representation of you absent informed consent by you and the waiver of the duty of loyalty. In particular, the Firm often represents parties in restructuring and insolvency matters, both in- and out-of-court. By agreeing to these Terms of Engagement, you waive the duty of loyalty insofar as it would be applicable and agree that, even while the Firm is representing you, and at all times thereafter, the Firm may represent existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients are adverse to yours (whether or not you are then represented by the Firm), or any of your affiliates, including litigation in which you or any of your affiliates are parties. This waiver also is intended to allow the Firm to examine or cross-examine you (and/or your employees and agents) on behalf of existing or new clients in other proceedings (including but not limited to proceedings to which you are not a party) provided the other matter is not substantially related to our representation of you. Notwithstanding this consent and waiver, the Firm will not undertake such representation unless we first reasonably determine that we will be able to provide competent and diligent representation to both of the affected clients. We also will continue to maintain the confidentiality of the confidential information you provide to us in the course of the Firm's

engagement by you, and will not use such information for any purpose except for the benefit of, and on behalf of, you without your written consent.

Potential adverse consequences may result from the Firm's representing parties that are adverse to you. These may include a perception that the Firm's loyalty and independence of judgment with respect to you are impaired. Also, the Firm's representation of parties adverse to you may come at a time when it would harm your interests to terminate the services of the Firm, or after expenditures of fees and costs to the Firm that might need to be replicated by new counsel. The Firm encourages you to have this conflicts waiver reviewed by independent counsel acting on your behalf before agreeing to these Terms of Engagement.

Further, in the course of our representation of you, it may be necessary for our lawyers to analyze or address their professional duties or responsibilities or those of the Firm, and to consult with the Firm's General Counsel, Deputy General Counsel, Conflicts Counsel, or other lawyers in doing so. To the extent we are addressing our duties, obligations or responsibilities to you in those consultations, it is possible that a conflict of interest might be deemed to exist as between our Firm and you. As a condition of this engagement, you waive any conflict of interest that might be deemed to arise out of any such consultations. You further agree that these consultations are protected from disclosure by the Firm's attorney-client privilege. Nothing in the foregoing shall diminish or otherwise affect our obligation to keep you informed of material developments in your representation, including any conclusions arising out of such consultations to the extent that they affect your interests.

VIII. Arbitration of Disputes. You acknowledge having reviewed a copy of Part 137 of the Rules of the Chief Administrator of the Courts of New York (available at <http://www.courts.state.ny.us/admin/feedispute/137.pdf> or upon request from us) which provides a mechanism for resolution of fee disputes between us using a particular arbitration procedure and forum; you have a right to select this mechanism for the resolution of fee disputes between us under this letter agreement unless you waive that right. You hereby waive that right, and you and we instead agree upon the following: If any dispute, controversy or claim directly or indirectly relating to or arising out of this agreement, work we perform for you or the fees charged by us or your failure to pay such fees you agree that such dispute shall be submitted to binding arbitration with JAMS in New York, New York under the JAMS Comprehensive Arbitration Rules and Procedures. The arbitrator shall have no authority to award punitive damages or to treble or otherwise multiply actual damages. The award in the arbitration shall be final and binding and judgment thereon may be entered and enforced in any court of competent jurisdiction. The costs and expenses (including reasonable attorney's fees of the prevailing party) shall be borne and paid by the party that the arbitrator, or arbitrators, determine is the non-prevailing party. You agree and consent to personal jurisdiction, service of process and venue in any federal or state court within the State of New York in connection with any action brought to enforce an award in arbitration. You further agree that service of process may be made upon you by Katten Muchin Rosenman LLP by causing process to be delivered to you at the above address (or such other address of which you hereafter shall advise us in writing) by registered or certified mail, return receipt requested.

IX. Conclusion of Representation. Our representation of you will terminate when we send you our final statement for services rendered in this matter. We may also terminate our

representation for any reason consistent with rules of professional responsibility, including conflicts of interest or your failure to pay our fees and expenses. Our representation may also be terminated upon your request. Following termination, any nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional responsibility. Once our representation is concluded, we will not be obligated to take any steps such as keeping track of deadlines, filing papers, pursuing appeals, or monitoring or advising you about changes in the law or circumstances that might bear upon the concluded matter.

X. Disposition of Client Files. Upon conclusion of your representation, we may return to you your original papers, documents and/or other property that you provided to the Firm during our engagement. You agree to accept the return of such documents and/or property. If you so request, we will also provide to you, at your expense, copies or originals of your complete file. We reserve the right to make, at our expense, copies of all documents generated or received by us in the course of our representation of you. The Firm will not provide copies or originals of the Firm Administrative or Matter Administration files pertaining to the matter, which will be retained by the Firm. All such documents retained by the Firm, including client files (including any original documents and/or property that we attempted unsuccessfully to return to you) and Firm Administrative or Matter Administration files, will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time, but not less than seven (7) years after the matter is closed.

EXHIBIT A
RATES

<u>PROFESSIONALS</u>	<u>STANDARD RANGE</u>
Partner	\$785 - \$1,430
Associate	\$450 - \$930
Counsel and Special Staff	\$665 - \$1,035
Of Counsel	\$865 - \$1,205
Paralegal	\$190 - \$545

EXHIBIT B
PER UNIT EXPENSES

Description	Cost per page
Fax	\$1.60
Photocopy Costs	\$.20
Photocopy – Wide Format	\$1.00
Color Printing / Copies	\$.25

Exhibit B

Reisman Declaration

**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)
)	

**DECLARATION OF STEVEN J. REISMAN IN SUPPORT
OF THE DEBTORS' APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF
KATTEN MUCHIN ROSENMAN LLP AS CONFLICTS COUNSEL FOR
THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE
NUNC PRO TUNC TO THE PETITION DATE**

I, STEVEN J. REISMAN, being duly sworn, state the following under penalty of perjury:

1. I am a partner of the law firm of Katten Muchin Rosenman LLP, located at 575 Madison Avenue, New York, NY 10022, ("Katten").² I am one of the lead attorneys from Katten working on the above-captioned chapter 11 cases. I am a member in good standing of the Bar of the State of New York, and I have been admitted to practice in the Southern District of New York. There are no disciplinary proceedings pending against me.

2. I submit this declaration (the "Declaration") in support of the Debtors' *Application for Entry of an Order Authorizing the Retention and Employment of Katten Muchin Rosenman LLP as Conflicts Counsel for the Debtors and Debtors in Possession Effective Nunc Pro Tunc to*

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 shall have the meaning as set forth in the Application.

the Petition Date (the “Application”).³ Except as otherwise noted, I have personal knowledge of the matters set forth herein.

Katten’s Qualifications

4. The Debtors seek to retain Katten because of Katten’s recognized expertise and extensive experience and knowledge in the field of debtors’ protections, creditors’ rights, and business reorganizations under chapter 11 of the Bankruptcy Code.

5. Katten has been actively involved in major chapter 11 cases and has represented debtors in many cases, including, among others, *In re J&M Stores, Inc.*, No. 18-11901 (LSS) (Bankr. D. Del., Aug. 27, 2018) and *In re Vitamin World, Inc.*, No. 17-11933 (KJC) (Bankr. D. Del., Oct. 18, 2017). In addition, the attorneys at Katten have broad experience acting as conflicts counsel in large chapter 11 cases. While at a prior firm, the attorneys at Katten working on this engagement have represented debtors as conflicts counsel in many cases, including, among others, *In re Fairway Group Holdings Corp.*, No. 16-11241 (MEW) (Bankr. S.D.N.Y. June 1, 2016); *In re Breitburn Energy Partners LP*, No. 16-11390 (SMB) (Bankr. S.D.N.Y. June 15, 2016); *In re Genco Shipping & Trading Limited*, No. 14-11108 (SHL) (Bankr. S.D.N.Y. May 16, 2014); *In re American Roads LLC*, No. 13-12412 (BRL) (Bankr. S.D.N.Y. Aug. 21, 2013); *In re Residential Capital, LLC*, No. 12-12020 (MG) (Bankr. S.D.N.Y. Jul. 16, 2012); *In re Hawker Beechcraft, Inc.*, No. 12-11873 (SMB) (Bankr. S.D.N.Y. May 30, 2012); *In re Gen. Mar. Corp.*, No. 11-15285 (MG) (Bankr. S.D.N.Y. Dec. 12, 2011); *In re Sbarro, Inc.*, No. 11-11527 (SCC) (Bankr. S.D.N.Y. May 3, 2011); *In re FGIC Corp.*, No. 10-14215 (SMB) (Bankr. S.D.N.Y. Oct. 19, 2010); *In re CIT Group, Inc.*, No. 09-16565 (ALG) (Bankr. S.D.N.Y. Nov. 24, 2009); *In re Readers’ Digest Ass’n, Inc.*, No. 09-23529 (RDD) (Bankr. S.D.N.Y. Sept. 17, 2009); *In re Lear Corp.*, No. 09-14326

³ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

(ALG) (Bankr. S.D.N.Y. Jul. 31, 2009); *In re Star Tribune Holdings Corp.*, No. 09-10244 (RDD) (Bankr. S.D.N.Y. Feb. 9, 2009); and *In re Lehman Brothers Holdings Inc.*, No. 08-13555 (JMP) (Bankr. S.D.N.Y. Nov. 21, 2008).

6. I believe that Katten is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

Services to Be Provided

7. Subject to further order of the Court and that certain engagement letter dated February 24, 2019 (the “Engagement Letter”), a copy of which is attached as **Exhibit 1** to **Exhibit A** to the Application, the Debtors retained Katten to render, without limitation, the following legal services, where Kirkland has an actual or perceived conflict of interest or where the Debtors believe it would be more efficient or economical for Katten to handle the matter:

- a. advising the Debtors with respect to its powers and duties as debtor in possession in the continued management and operation of its businesses and properties;
- b. advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of creditors and other parties in interest;
- d. taking all necessary actions to protect and preserve the Debtors’ estates, including prosecuting actions on the Debtors’ behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors’ estates;
- e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors’ estates;
- f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;
- g. advising the Debtors in connection with any potential sale of assets;

- h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
- i. advising the Debtors regarding tax matters;
- j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and
- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors; and (iii) advising the Debtors on corporate and litigation matters.

Professional Compensation

8. Katten intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Katten will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that Katten uses in other debtor representations, and are comparable to the hourly rates and corresponding rate structure that Katten uses for complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

9. Katten operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

10. Katten's current hourly rates for matters related to these chapter 11 cases range as follows:⁴

Billing Category⁵	U.S. Range
Partners	\$720-\$1,430
Of Counsel	\$850-\$1,405
Associates	\$395-\$930
Paraprofessionals	\$185-\$5450

11. Katten's hourly rates are set at a level designed to compensate Katten fairly for the work of its attorneys and paralegals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.⁶

12. It is Katten's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also Katten's policy to charge its clients only the amount actually incurred by Katten in connection with such items. Examples of

⁴ For professionals and paraprofessionals residing outside of the U.S., hourly rates are billed in the applicable currency. When billing a U.S. entity, such foreign rates are converted into U.S. dollars at the then applicable conversion rate. After converting these foreign rates into U.S. dollars, it is possible that certain rates may exceed the billing rates listed in the chart herein.

⁵ Although Katten does not anticipate using contract attorneys during these chapter 11 cases, in the unlikely event that it becomes necessary to use contract attorneys, Katten will not charge a markup to the Debtors with respect to fees billed by such attorneys. Moreover, any contract attorneys or non-attorneys who are employed by the Debtors in connection with work performed by Katten will be subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code. While the rate ranges provided for in this Application may change if an individual leaves or joins Katten, and if any such individual's billing rate falls outside the ranges disclosed above, Katten does not intend to update the ranges for such circumstances.

⁶ For example, like many of its peer law firms, Katten typically increases the hourly billing rate of attorneys and paraprofessionals once a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases, effective November 1, 2013). As set forth in the Order, Katten will provide ten business days' notice to the Debtors, the U.S. Trustee, and any official committee before implementing any periodic increases, and shall file such notice with the Court.

such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

13. To ensure compliance with all applicable deadlines in these chapter 11 cases, Katten utilizes the services of overtime secretaries. Katten charges fees for these services pursuant to the Engagement Letter between Katten and the Debtors, which permits Katten to bill the Debtors for overtime secretarial charges that arise out of business necessity. In addition, Katten professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

14. Katten currently charges the Debtors \$0.20 per page for standard duplication in its offices in the United States. Notwithstanding the foregoing and consistent with the Local Bankruptcy Rules, Katten will charge no more than \$0.10 per page for standard duplication services in these chapter 11 cases. Katten does not charge its clients for incoming facsimile transmissions. Katten has negotiated a discounted rate for Westlaw computer-assisted legal research. Computer-assisted legal research is used whenever the researcher determines that using Westlaw is more cost effective than using traditional (non-computer assisted legal research) techniques.

Compensation Received by Katten from the Debtors

15. As of the Petition Date, the Debtors had not paid any fees or any advance payment retainer to Katten.

16. Pursuant to Bankruptcy Rule 2016(b), Katten has not shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Katten or (b) any compensation another person or party has received or may receive.

Statement Regarding U.S. Trustee Guidelines

17. Katten shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, and any other applicable procedures and orders of the Court. Katten also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective As of November 1, 2013* (the "Revised UST Guidelines"), both in connection with this application and the interim and final fee applications to be filed by Katten in these chapter 11 cases.

Attorney Statement Pursuant to Revised UST Guidelines

18. The following is provided in response to the request for additional information set forth in Paragraph D.1. of the Revised UST Guidelines:

- a. **Question:** Did Katten agree to any variations from, or alternatives to, Katten's standard billing arrangements for this engagement?

Answer: No. Katten and the Debtors have not agreed to any variations from, or alternatives to, Katten's standard billing arrangements for this engagement. The rate structure provided by Katten is appropriate and is not significantly different from (a) the rates that Katten charges for other non-bankruptcy representations or (b) the rates of other comparably skilled professionals.

- b. **Question:** Do any of the Katten professionals in this engagement vary their rate based on the geographic location of the Debtors' chapter 11 cases?

Answer: No. The hourly rates used by Katten in representing the Debtors are consistent with the rates that Katten charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

- c. **Question:** If Katten has represented the Debtors in the 12 months prepetition, disclose Katten's billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If

Katten's billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: Katten did not represent the Debtors in the twelve-month period prior to the Petition Date.

- d. **Question:** Have the Debtors approved Katten's budget and staffing plan, and, if so, for what budget period?

Answer: Yes, for the period from February 25, 2019 through June 25, 2019.

Katten's Disinterestedness

19. In connection with its proposed retention by the Debtors in these chapter 11 cases, Katten undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, Katten obtained from the Debtors and their representatives the names of individuals and entities that may be parties in interest in these chapter 11 cases (the "Potential Parties in Interest") and such parties are listed on **Schedule 1** hereto. Katten has searched on its electronic database for its connections to the entities listed on **Schedule 1** hereto. To the extent that I have been able to ascertain that Katten has been retained within the last three years to represent any of the Potential Parties in Interest (or their affiliates, as the case may be) in matters unrelated to these cases, such facts are disclosed on **Schedule 2** attached hereto.

20. Katten and certain of its partners and associates may have in the past represented, may currently represent, and may in the future will represent, entities that may be parties in interest in these chapter 11 cases in connection with matters unrelated (except as otherwise disclosed herein) to the Debtors and these chapter 11 cases. Katten has searched on its electronic database for its connection to the entities listed on **Schedule 1** attached hereto. The information listed on **Schedule 1** may have changed without our knowledge and may change during the pendency of these chapter 11 cases. Accordingly, Katten will update this Declaration as necessary and when

Katten becomes aware of additional material information. The following is a list of the categories that Katten has searched:⁷

<u>Schedule</u>	<u>Category</u>
1(a)	5% or More Equity Holders
1(b)	Bankruptcy Judges
1(c)	Bankruptcy Professionals
1(d)	Banks/Lender/UCC Lien Parties/Administrative Agents
1(e)	Bondholders - Indentured Trustee
1(f)	Contract Counter-Parties
1(g)	Directors / Officers
1(h)	Entities and Affiliates
1(i)	Governmental/Regulatory Agencies
1(j)	Insurance – PFA
1(k)	Litigation
1(l)	Surety Issuers
1(m)	Top 50 Creditors
1(n)	Unions
1(o)	Unsecured Creditors' Committee Members
1(p)	Unsecured Creditors' Committee Professionals
1(q)	Vendors

21. To the best of my knowledge, (a) Katten is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors’ estates and (b) Katten has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in this Declaration.

22. Listed on **Schedule 2** to this Declaration are the results of Katten’s conflicts searches of the above-listed entities.⁸ For the avoidance of doubt, Katten will not commence a

⁷ Katten’s inclusion of parties in the following Schedules is solely to illustrate Katten’s conflict search process and is not an admission that any party has a valid claim against the Debtors or that any party properly belongs in the schedules or has a claim or legal relationship to the Debtors of the nature described in the schedules.

⁸ As referenced in Schedule 2, the term “current client” means an entity listed as a client in Katten’s conflicts search system to whom time was posted in the 12 months preceding the Petition Date. As referenced in Schedule 2, the term “former client” means an entity listed as a client in Katten’s conflicts search system to whom time was posted between 12 and 36 months preceding the Petition Date. As referenced in Schedule 2, the term “closed client” means an entity listed as a client in Katten’s conflicts search system to whom time was posted in the 36

cause of action in these chapter 11 cases against the entities listed on **Schedule 2** that are current clients of Katten (including entities listed below under the “Specific Disclosures” section of this Declaration) unless Katten has an applicable waiver on file or first receives a waiver from such entity allowing Katten to commence such an action.

23. Katten’s conflicts search of the entities listed on **Schedules 1(a) – 1(q)** (that Katten was able to locate using its reasonable efforts) reveals, to the best of Katten’s knowledge, that those Katten attorneys and paraprofessionals who previously worked at other law firms that represented such entities in these chapter 11 cases have not worked on matters relating to the Debtors’ restructuring efforts while at Katten.

24. Based on the conflicts search conducted to date and described herein, to the best of my knowledge, neither I, Katten, nor any partner or associate thereof, insofar as I have been able to ascertain, have any connection with the Debtors, their creditors, or any other parties in interest, their respective attorneys and accountants, or any Bankruptcy Judge currently serving on the United States Bankruptcy Court for the Southern District of New York, except as disclosed or otherwise described herein.

25. Katten will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Katten will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

months preceding the Petition Date, but for which the client representation has been closed. Whether an actual client relationship exists can only be determined by reference to the documents governing Katten’s representation rather than its potential listing in Katten’s conflicts search system. The list generated from Katten’s conflicts search system is over-inclusive. As a general matter, Katten discloses connections with “former clients” or “closed clients” for whom time was posted in the last 36 months, but does not disclose connections if time was billed more than 36 months before the Petition Date.

26. Generally, it is Katten's policy to disclose entities in the capacity that they first appear in a conflicts search. For example, if an entity already has been disclosed in this Declaration in one capacity (*e.g.*, a customer), and the entity appears in a subsequent conflicts search in a different capacity (*e.g.*, a vendor), Katten does not disclose the same entity again in supplemental declarations, unless the circumstances are such in the latter capacity that additional disclosure is required.

27. From time to time, Katten has referred work to other professionals to be retained in these chapter 11 cases. Likewise, certain such professionals have referred work to Katten.

28. Certain insurance companies pay the legal bills of Katten clients. Some of these insurance companies may be involved in these chapter 11 cases. None of these insurance companies, however, are Katten clients as a result of the fact that they pay legal fees on behalf of Katten clients.

Specific Disclosures

29. As specifically set forth below and in the attached exhibits, Katten represents certain of the Debtors' creditors, equity security holders, or other entities that may be parties in interest in ongoing matters unrelated to the Debtors and these chapter 11 cases. None of the representations described herein are materially adverse to the interests of the Debtors' estates. Moreover, pursuant to section 327(c) of the Bankruptcy Code, Katten is not disqualified from acting as the Debtors' counsel merely because it represents certain of the Debtors' creditors, equity security holders, or other entities that may be parties in interest in matters unrelated to these chapter 11 cases.

A. Connections to Holders of Claims Against the Debtors

30. Of the entities listed on **Schedule 2**, only one represented more than one percent of Katten's fee receipts for the twelve-month period ending on January 31, 2019. Bank of America,

N.A. (“BOA”) is one of the Debtors’ top 50 unsecured creditors. BOA represented slightly over one percent of Katten’s fee receipts for the twelve-month period ending on January 31, 2019.

31. The City of New York is a party to litigation with the Debtors. The City of New York is a current client of Katten in matters unrelated to the Debtors. The City of New York represents less than one percent of Katten’s fee receipts for the twelve-month period ending on January 31, 2019. However, Katten also represents various agencies and public benefit corporations of the City of New York. These entities in the aggregate, together with the City of New York, represented slightly over one percent of Katten’s fee receipts for the twelve-month period ending on January 31, 2019.

32. As disclosed on Schedule 2, Katten currently represents, formerly represented, and in the future may represent UMB Financial Corporation (“UMB”). UMB is a creditor of the Debtors and a member of the Committee. Additionally, from March 2018 through June 2018, and prior to being retained by the prepetition Debtors, Katten represented UMB in certain matters related to the prepetition Debtors. Katten has erected appropriate ethical walls to ensure that any attorneys or paraprofessionals involved in the representation of UMB are screened from Katten’s representation of the Debtors. Such screened attorneys will not perform work in connection with Katten’s representation of the Debtors and will not have access to any information related to the representation.

33. From time to time, certain Katten partners, of counsel, associates, and employees acquire a debt or equity security of a company which may be (or become) one of the Debtors, their creditors, or other parties in interest in these chapter 11 cases. Katten has a long-standing policy prohibiting attorneys and employees from using confidential information that may come to their

attention in the course of their work, so that all Katten attorneys and employees are barred from trading in securities with respect to which they possess confidential information.

34. Furthermore, prior to Katten's representation of the Debtors, certain Katten attorneys represented clients adverse to Katten's current and former restructuring clients. Certain of these attorneys (the "Screened Katten Attorneys") will not perform work in connection with Katten's representation of the Debtors and will not have access to confidential information related to the representation. Katten's formal ethical screen provides sufficient safeguards and procedures to prevent imputation of conflicts by isolating the Screened Katten Attorneys and protecting confidential information.

35. Under Katten's screening procedures, Katten distributes an email to the Screened Katten Attorneys directing them as follows: (a) they are prohibited from working on the Debtor clients and billing any time; (b) they are not to discuss the Debtor clients with anyone else at the firm, either verbally or via electronic transmission; (c) they are not to access, electronically or otherwise, any records or any materials related to the Debtor clients; and (d) all physical files relating to the Debtor clients shall be clearly labeled to indicate that they may not have access to, or view, such files. Furthermore, Katten already has implemented procedures to block the Screened Katten Attorneys from accessing files and documents related to the Debtors that are stored in Katten's electronic document managing system.

36. Katten's Distressed Debt and Trading Practice advises clients regarding investing in distressed debt. Attorneys from Katten's Distressed Debt and Trading Practice may in the future represent clients in matters related to claims against the Debtors. The attorneys handling any such future representation will be screened from Katten's representation of the Debtors by appropriate

ethical walls, will not perform work in connection with Katten's representation of the Debtors, and will not have access to confidential information related to Katten's representation of the Debtors.

37. Certain interrelationships exist among the Debtors. Nevertheless, the Debtors have advised Katten that the Debtors' relationships to each other do not pose any conflict of interest because of the general unity of interest among the Debtors. Insofar as I have been able to ascertain, I know of no conflict of interest that would preclude Katten's joint representation of the Debtors in these chapter 11 cases.

Affirmative Statement of Disinterestedness

38. Based on the conflicts search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (a) Katten is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and (b) Katten has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed herein.

[Remainder of page intentionally left blank]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: March 26, 2019

Respectfully submitted,

/s/ Steven J. Reisman

STEVEN J. REISMAN

Partner, Katten Muchin Rosenman LLP

Schedule 1

The following lists contain the names of reviewed entities as described more fully in the *Declaration of Steven J. Reisman in Support of the Debtors' Application for the Entry of an Order Authorizing the Retention and Employment of Katten Muchin Rosenman LLP as Conflicts Counsel for the Debtors and Debtors in Possession Effective Nunc Pro Tunc to the Petition Date* (the "Reisman Declaration").¹ Where the names of the entities reviewed are incomplete or ambiguous, the scope of the search was intentionally broad and inclusive, and Katten Muchin Rosenman LLP reviewed each entity in its records, as more fully described in the Reisman Declaration, matching the incomplete or ambiguous name.

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

Schedule 1

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	5% or More Equity Holders
1(b)	Bankruptcy Judges
1(c)	Bankruptcy Professionals
1(d)	Banks/Lender/UCC Lien Parties/Administrative Agents
1(e)	Bondholders - Indentured Trustee
1(f)	Contract Counter-Parties
1(g)	Directors / Officers
1(h)	Entities and Affiliates
1(i)	Governmental/Regulatory Agencies
1(j)	Insurance – PFA
1(k)	Litigation
1(l)	Surety Issuers
1(m)	Top 50 Creditors
1(n)	Unions
1(o)	Unsecured Creditors' Committee Members
1(p)	Unsecured Creditors' Committee Professionals
1(q)	Vendors

Schedule 1(a)

5% or More Equity Holders

BlackRock Institutional Trust Company, N.A.

The Vanguard Group, Inc.

Schedule 1(b)

Bankruptcy Judges

Chief Judge Cecelia G. Morris

Judge Stuart M. Bernstein

Judge Shelley C. Chapman

Judge Robert D. Drain

Judge James L. Garrity Jr.

Judge Martin Glenn

Judge Robert E. Grossman (visiting)

Judge Sean H. Lane

Judge Mary Kay Vyskocil

Judge Michael E. Wiles

Schedule 1(c)

Bankruptcy Professionals

Kirkland & Ellis LLP

Alvarez & Marsal

PJT Partners, Inc.

KCC LLC

Joele Frank Wilkinson Brimmer Katcher

Davis Polk & Wardwell LLP

Paul, Weiss, Rifkind, Wharton & Garrison LLP

Evercore Group L.L.C.

Shearman & Sterling LLP

Milbank, Tweed, Hadley & McCloy LLP

Houlihan Lokey, Inc.

Robbins, Russell, Englert, Orseck, Untereiner & Sauber LLP

Rothschild & Co

Schedule 1(d)

Banks/Lender/UCC Lien Parties/Administrative Agents

Bank of America	ABRY Partners, LLC
Citibank	Aegon USA
Commerce Bank	Allstate Insurance
Exchange Bank	Amundi Pioneer (USA)
Fifth Third Bank	Anchorage
First Bank	Antara Capital LP
First Central National Bank	Apex Credit Partners LLC
First Federal Savings	Apollo Capital Management, L.P.
Forcht Bank (Campbellsville)	Arbour Lane CM LLC
HSBC	Arena Capital Advisors LLC
JPMorgan Chase Bank, NA	Assurant, Inc. (Asset Management)
M&T Bank	Bain Capital Credit
Montezuma State Bank	Barrow Hanley
RBC	Beach Point Capital Management LP
Regions	Beal Bank
Security State Bank & Trust	Black Diamond Partners LLP
Suntrust	Brigade Capital Management LLC
The Farmers Bank	Canaras Capital Management LLC
The Private Bank	Carlson Capital
UMB	CarVal Investors
United Community Bank	Caspian Capital LP
US Bank	Cedarview Capital
Wells Fargo Bank	Citi

CKC Capital LLC	KeyBank
Cohanzick Management LLC	Lord Abbett & Co.
Columbia Threadneedle - US	Moelis Steele Creek Holdings
Commercial Industrial Finance Corp	MSD Capital
Credit Suisse Asset Management (CSAM)	Napier Park
Credit Value Partners LP	Neuberger Berman Fixed Inc LLC
CVC Capital Partners Limited	Nokota Management LP
Delaware Macquarie Investment	Nomura Holding America
Diameter Capital Partners LP	Onex Credit Partners LLC
Elmwood (Adrian Marshall)	Partners Group
Fidelity Management & Research	PointState Capital Mgmt LLC
First Pacific Adv - CA	PPM America Inc
First Trust Advisors LP	Prudential Asset Mgmt
Fortress Investment Group	RBC Global Asset Mgt (US)
Fraser Sullivan Investment	Redding Ridge Asset Management
Garrison Investments	Silvermine Capital Management LLC
GoldenTree Asset Mgmt	Solus Alternative Asset Mgmt
Halcyon Asset Management LLC	Symphony Asset Management
Harch Capital Management	Thrivent Financial Lutherans
Hayfin Capital Management LLP	Tricadia Capital Mgmt LLC
HBK Capital Management	Valcour Capital Management LLC
Highland Capital Management, L.P.	Vulcan Credit
Hillmark Capital Management LP	Wells Fargo
Industrial Alliance Insurance	White Horse Capital Partners
Invesco Capital Management	Whitestar

Schedule 1(e)

Bondholders - Indentured Trustee

U.S. Bank National Association, as Trustee

Aurelius Capital Management, LP

Wilmington Trust, National Association

Schedule 1(f)

Contract Counter-Parties

Communications, Sales & Leasing, Inc.

Uniti Group Inc.

CSL National, LP

Schedule 1(g)

Directors / Officers

Tony Thomas

Robert Gunderman

Layne Levine

Jeff Small

Jack Brooks

Ron Bayer

Stephen Farkouh

Kevin Halpin

Kristi Moody

Drew Smith

John Eichler

Alan L. Wells

Samuel E. Beall III

Jeannie H. Diefenderfer

Jeffrey T. Hinson

William G. LaPerch

Julie A. Shimer

Michael G. Stoltz

Walter L. Turek

Lewis Langston

Schedule 1(h)

Entities and Affiliates

Windstream Holdings, Inc.	BV-BC Acquisition Corporation
Windstream Services LLC	Cavalier IP TV, LLC
Windstream Holdings of the Midwest, Inc.	Cavalier Services, LLC
Windstream Finance Corp.	Cavalier Telephone Mid-Atlantic, L.L.C.
Allworx Corp.	Cavalier Telephone, L.L.C.
ARC Networks, Inc.	CCL Historical, Inc.
A.R.C. Networks, Inc.	Choice One Communications of Connecticut Inc.
ATX Communications, Inc.	Choice One Communications of Maine Inc.
ATX Licensing, Inc.	Choice One Communications of Massachusetts Inc.
ATX Telecommunications Services of Virginia, LLC	Choice One Communications of New York Inc.
Birmingham Data Link, LLC	Choice One Communications of Ohio Inc.
BOB, LLC	Choice One Communications of Pennsylvania Inc.
Boston Retail Partners LLC	Choice One Communications of Rhode Island Inc.
BridgeCom Holdings, Inc.	Choice One Communications Resale L.L.C.
BridgeCom International, Inc.	Choice One Communications of Vermont Inc.
BridgeCom Solutions Group, Inc.	Choice One of New Hampshire, Inc.
Broadview Networks, Inc.	Cinergy Communications Company of Virginia, LLC
Broadview Networks of Massachusetts, Inc.	Conestoga Enterprises, Inc.
Broadview Networks of Virginia, Inc.	Conestoga Management Services, Inc.
Broadview NP Acquisition Corp.	
Buffalo Valley Management Services, Inc.	
Business Telecom of Virginia, Inc.	
Business Telecom, LLC	

Conestoga Wireless Company	D&E Networks, Inc.
Connecticut Broadband, LLC	D&E Wireless, Inc.
Connecticut Telephone & Communication Systems, Inc.	Deltacom, LLC
Conversent Communications Long Distance, LLC	Earthlink Business Holdings, LLC
Conversent Communications of Connecticut, LLC	Earthlink Business, LLC
Conversent Communications of Maine, LLC	Earthlink Carrier, LLC
Conversent Communications of Massachusetts, Inc.	Earthlink Holdings LLC
Conversent Communications of New Hampshire, LLC	Earthlink Services, LLC
Conversent Communications of New Jersey, LLC	Earthlink Shared Services, LLC
Conversent Communications of New York, LLC	Earthlink, LLC.
Conversent Communications of Pennsylvania, LLC	Equity Leasing, Inc.
Conversent Communications of Rhode Island, LLC	Eureka Broadband Corporation
Conversent Communications of Vermont, LLC	Eureka Holdings, LLC
Conversent Communications Resale L.L.C.	Eureka Networks, LLC
CoreComm-ATX, Inc.	Eureka Telecom, Inc.
CoreComm Communications, LLC	Eureka Telecom of VA, Inc.
CTC Communications Corp.	Georgia Windstream, LLC
CTC Communications of Virginia, Inc.	Heart of the Lakes Cable Systems, Inc.
D&E Communications, LLC	Infocore, Inc.
D&E Management Services, Inc.	Info-Highway International, Inc.
	InfoHighway Communications Corporation
	InfoHighway of Virginia, Inc.
	Intellifiber Networks, LLC
	Iowa Telecom Data Services, L.C.
	Iowa Telecom Technologies, LLC

IWA Services, LLC	Southwest Enhanced Network Services, LLC
KDL Holdings, LLC	Talk America of Virginia, LLC
LDMI Telecommunications, LLC	Talk America, LLC.
Lightship Telecom, LLC	Teleview, LLC
McLeodUSA Information Services LLC	Texas Windstream, LLC
McLeodUSA Purchasing, LLC	The Other Phone Company, LLC
McLeodUSA Telecommunications Services, L.L.C.	TriNet, LLC
MPX, Inc.	TruCom Corporation
Nashville Data Link, LLC	US LEC Communications LLC
Network Telephone, LLC	US LEC of Alabama LLC
Norlight Telecommunications of Virginia, LLC	US LEC of Florida LLC
Oklahoma Windstream, LLC	US LEC of Georgia LLC
Open Support Systems, LLC	US LEC of Maryland LLC
PaeTec Communications of Virginia, LLC	US LEC of North Carolina LLC
PaeTec Communications, LLC	US LEC of Pennsylvania LLC
PAETEC Holding, LLC	US LEC of South Carolina LLC
PAETEC iTEL, L.L.C.	US LEC of Tennessee LLC
PAETEC Realty LLC	US LEC of Virginia LLC
PAETEC, LLC	US Xchange Inc.
PCS Licenses, Inc.	US Xchange of Illinois, L.L.C.
Progress Place Realty Holding Company, LLC	US Xchange of Indiana, L.L.C.
RevChain Solutions, LLC	US Xchange of Michigan, L.L.C.
SM Holdings, LLC	US Xchange of Wisconsin, L.L.C.
	Valor Telecommunications of Texas, LLC

WaveTel NC License Corporation	Windstream Georgia, LLC
WIN Sales & Leasing, Inc.	Windstream Iowa Communications, LLC
Win Tower Exchange, LLC	Windstream Iowa-Comm, LLC
Windstream Accucomm Networks, LLC	Windstream IT-Comm, LLC
Windstream Accucomm Telecommunications, LLC	Windstream KDL, LLC
Windstream Alabama, LLC	Windstream KDL-VA, LLC
Windstream Arkansas, LLC	Windstream Kentucky East, LLC
Windstream Buffalo Valley, Inc.	Windstream Kentucky West, LLC
Windstream BV Holdings, Inc	Windstream Kerrville Long Distance, LLC
Windstream Cavalier, LLC	Windstream Lakedale Link, Inc.
Windstream Communications Kerrville, LLC	Windstream Lakedale, Inc.
Windstream Communications Telecom, LLC	Windstream Leasing, LLC
Windstream Communications, LLC	Windstream Lexcom Communications, LLC
Windstream Concord Telephone, LLC	Windstream Lexcom Entertainment, LLC
Windstream Conestoga, Inc.	Windstream Lexcom Long Distance, LLC
Windstream CTC Internet Services, Inc.	Windstream Lexcom Wireless, LLC
Windstream D&E Systems, LLC	Windstream Mississippi, LLC
Windstream D&E, Inc.	Windstream Missouri, LLC
Windstream Direct, LLC	Windstream Montezuma, LLC
Windstream EN-TEL, LLC	Windstream Nebraska, Inc.
Windstream Florida, LLC	Windstream Network Services of the Midwest, Inc.
Windstream Georgia Communications, LLC	Windstream New York, Inc.
Windstream Georgia Telephone, LLC	Windstream Norlight, LLC
	Windstream North Carolina, LLC

Windstream NorthStar, LLC

Windstream NTI, LLC

Windstream NuVox Arkansas, LLC

Windstream NuVox Illinois, LLC

Windstream NuVox Indiana, LLC

Windstream NuVox Kansas, LLC

Windstream NuVox Missouri, LLC

Windstream NuVox Ohio, LLC

Windstream NuVox Oklahoma, LLC

Windstream NuVox, LLC

Windstream of the Midwest, Inc.

Windstream Ohio, LLC

Windstream Oklahoma, LLC

Windstream Pennsylvania, LLC

Windstream SHAL Networks, Inc.

Windstream SHAL, LLC

Windstream South Carolina, LLC

Windstream Southwest Long Distance, LLC

Windstream Standard, LLC

Windstream Sugar Land, LLC

Windstream Supply, LLC

Windstream Systems of the Midwest, Inc.

Windstream Western Reserve, LLC

Xeta Technologies, Inc.

Schedule 1(i)

Governmental/Regulatory Agencies

Federal Communications Commission

Schedule 1(j)

Insurance - PFA

ACE American Insurance Company	Endurance Insurance
AIG Global Real Estate	Great American Insurance Group
Allied World Assurance	HCC
Allied World Assurance Company Holdings, GmbH	JLT Insurance
Aspen Insurance	Lockton Companies
AXA XL Insurance	Markel
AXIS Insurance Company	Nationwide Headquarters
Barbican	Nautilus Insurance Co.
Beazley Group	RLI
Brit/Channel	Sompo
Chubb	Starr
CNA	Travelers Indemnity and Affiliates
	Travelers Insurance

Schedule 1(k)

Litigation

Margaret Abercrombie	Allegheny County, Pennsylvania
Charbonnet Law Firm	Butler County, Pennsylvania
1-800 Phone Numbers, LLC	Beaver County, Pennsylvania
Simons Agency, Inc.	Clarion County, Pennsylvania
Bull Communications, Inc.	Mercer County, Pennsylvania
SAETEC	Delaware County, Pennsylvania
IRTH Solutions, LLC	Lebanon County, Pennsylvania
Commonwealth of Pennsylvania Office of Attorney General Bureau of Consumer Protection	Cumberland County, Pennsylvania Washington County, Pennsylvania
Ashmore, Beattie B., Attorney at Law, P.A.	Chester County, Pennsylvania
Washington Street Holdings	Berks County, Pennsylvania
University of Texas Health Sciences Center	Lancaster County, Pennsylvania
State of Florida (PRS)	York County, Pennsylvania
Clayton County, Georgia - Columbus Consolidated Government	Dauphin County, Pennsylvania Phone Recovery Services for Rhode Island
Clayton County, Georgia	Hamilton County Emergency Communications District
Cobb and Gwinnett County, Georgia	Blount County Emergency Communications District
Pocahontas County Joint E911 Service Board	IA Dept. of Commerce Utilities Board
North Carolina Department of Justice	Genesee Valley BOCES
PRS for State of New Jersey	Manchester-Shortsville CSD
State of New York Office of the Attorney General	Lackawanna Schools
Westmoreland County, Pennsylvania	OCM BOCES

Mt Vernon School District	Larry Graham
Erie One BOCES (Southwestern Central Schools)	Yadegarian
Erie One Boces (Randolph Centreal)	Lawrence Cohen
Jody Webster	Almont Ambulatory Surgery Center, LLC
Bunce, Kyle & Melissa	Warner Music
North Buffalo, Township	Bobby Kendall
Denise Angelo	Sisvel International S.A.
Ronald Loar	David S. Greene
Tom Skiffington for Re/Max 440	Payne's Tool & Supply, Inc.
Linda Leonard	14th and Fletcher Street Lincoln, NE
Jim Rodgers	Max Auto
Jerry Pope	Utiliquest
Kelly Martin	Rover Pipeline LLC
Ester Louise Osborne	Office of Consumer Advocate
Shipley, Richard & Sherrie	Javier Avila
Ricky Shelton	INET Solutions Group LLC
Bobbie Tindle	Kingdom Group
The Cincinnati Insurance Company	Stain Electric Complaint
Melad L. Rofaeilnakhhal	Tutty
Shayla Velazquez	New York City, New York
Carlton Bussey	Carl Reeder
Tyler Kieron Williams	John Mamros
Robert Murray	Lorraine Mamros
Cindy Graham	Commonwealth One Federal Credit Union

Schedule 1(l)

Surety Issuers

Argonaut Insurance Company

Aspen Insurance Company

Berkley Insurance Company

RFI Insurance Company

Schedule 1(m)

Top 50 Creditors

AT&T	Exclusive Networks USA
Verizon	T3 Wireless Inc
AT&T Pro Cabs	Zayo
Globe Communications Inc.	Equinix Inc
Bellsouth Pro Cabs	Ciena Corp
CenturyLink	CBRE Inc.
ADTRAN	BellSouth
LEC Services Inc	MP Nexlevel LLC
Infinera	Ensono LP
Triple D Communications	Fibertech Networks LLC
VeloCloud Networks Inc	Metaswitch Networks
Element – fka PHH	Conduent Commercial Solutions LLC
Trawick Construction Co	Frontier Communications
Level 3 Communications, LLC	Prodapt
Frontier	Output Services Group Billing Services
Lighttower Fiber Networks	Fast Track Construction
Microsoft	Comcast
Qwest Corp	Housley Communications INC
General Datatech LP	Tata Consultancy Services Limited
Forsythe Solutions Group Inc	Miteltechnologies Inc
Actiontec Electronics	USIC Inc
Time Warner Cable	CommScope Technologies LLC
	Cox Communications

Charter Communications

Comsys Information Technology Services I

TW Telecom

Duke Energy

Accadian Networks

Schedule 1(n)

Unions

Communications Workers of America

International Brotherhood of Electrical Workers

Schedule 1(o)

Unsecured Creditors' Committee Members

Pension Benefit Guaranty Corporation

Communication Workers of America, AFL-CIO, CLC

AT&T Services, Inc

VeloCloud Networks, Inc.

Crown Castle Fiber

LEC Services, Inc.

UMB Bank

Schedule 1(p)

Unsecured Creditors' Committee Professionals

Morrison & Foerster LLP

AlixPartners

Schedule 1(q)

Vendors

10005 Monroe Road LLC	Alliance Communication Cables Inc
14 So Williamsport Holdings LLC	Alliant Energy
1450 Center Point Office LLC	Allied Universal Security Services
151 MLK Blvd, LLC	Alpha Technologies Ltd
1814 W Tacoma St LLC	Alpheus Communications LP
3M Telcomm Products Division	Altec Capital Services LLC
401 North Broad Lessee LLC	Amazon Web Services Inc
615 S Thornton LLC	Ameren Cips
A Meredith Schneider Company LLC	American Electric Power
Accedian Networks	Amicalola EMC
Acquire BPO Inc	Apex Advertising, Inc.
ACS Alaska Communications Systems	App Direct Canada Inc.
Actiontec Electronics	Appliedlogix LLC
Acxiom Corporation	Aptitude Software Inc
ADTRAN Inc - Leasing	Associated Tele Networking Inc
Advanced Data and Telecom Solutions LLC	AT&T
Advanced Media Technologies Inc	AT&T Pro Cabs
AFL Telecommunications LLC	Atlantic Broadband Finance LLC
Air Force One Inc	Atlassian Pty Ltd
Akinnovate	Audiocodes Inc
Alcatel-Lucent	Automatic Protection Systems Corp
Alex Park South LLC	Avalara
All Access Telecom Inc	Avaya Inc

Axia Ngnetworks USA Inc	CCI Systems Inc
Bandwidthcom Inc	Centurylink
Bank of America	Centurytel
BDC Group Inc	Cetrulo LLP
Bellsouth	Challenger Gray & Christmas Inc
Bellsouth Pro Cabs	Charles Industries Ltd
Blackall Mechanical Inc	Charter Communications
Bloomtek LLP	Charter Fiberlink
Blue Sky Telecom	China Telecom (Americas) Corp
Bluestream Professional Services LLC	CHR Solutions Inc
Bond Schoeneck & King PLLC	Ciena Communications (Non-Lease)
Brightlink Communications LLC	Cincinnati Bell Telephone Co
Broadsoft Inc	Cisco Systems Capital Corporation
BTC Block 20 Partnership LP	City of Greenville
Burwood Group LLC	Clearfield Inc
Byers Engineering Company	Colo Properties Atlanta LLC
CA Inc	Columbia North Carolina Office Properties
Cablemasters Construction LLC	Column Technologies Inc
Cablevision Lightpath Inc	Comcast Phone LLC
Calix Networks	Commercial and Residential Services
Capgemini US LLC	Commscope Technologies LLC
Careerbuilder LLC	Communication Data Link
Carrier Services Group Inc	Communication Services
Catalyst Avaya Heritage	Comsearch
CBRE Inc (3rd Party Funding Acct)	Comsys Information Technology Services I

Concentrix Corporation	Dish Network
Conduent Commercial Solutions LLC	Dispatch
Consolidated Communications	DMH Technologies
Consolidated Fire Protections	DQE Communications LLC
Consolidated Services Group	Draftpros Inc
Construction Specialists	Duff & Phelps LLC
Cornerstone Communications Inc	Duke Energy
Corning Cable Systems LLC	E & M Communications Inc
Cox Com	East Central Oklahoma Electric Coop Inc
Cox Media Group	Eleven Software Inc
Creation Technologies	Elite HVAC Services LLC
Credit Guard Inc	Elite Technologies & Communications Inc
Credit Solutions LLC	Elk Property Management Ltd
Crestmark Equipment Finance Inc	EMC Corporation
Crown Castle USA Inc	Empirix Inc
Custom Underground Inc	En Pointe Technologies
Cygnus Systems Inc	Enersys Inc
Cyient Inc	Ensono LP
Dar Enterprises LLC	Entergy
Datalink Corporation	Enterprise Fleet Management Inc
Datatrend Technologies Inc	Envista LLC
Dell Computer Corp	Epes Logistics Services Inc
Development Authority of the North Count	Equifax Information Svc
Dickson Flake Partners Inc	Equinix Inc
Digital Greenspoint LP	Equinox Information Systems

Ernst & Young LLP	Gainesville Regional Utilities
Exclusive Networks USA	Galleria Partners 1 LLC
Fairpoint Communications Inc	GE Power Electronics Inc
Fast Track Construction LLC	GEN5 Corp
Fedex	General Cable Corporation
Fiberlight LLC	General Datatech LP
Fibertech Networks LLC	General Dynamics Information Technology
Fidelity Information Services LLC	Georgia Public Web Inc
Firstlight Consulting Group Corp	Gibson Technical Services Inc
Firstlight Fiber	GLM DFW Inc
Flex Data Center LLC	Global Capacity
Florida Power and Light Fibernet	Global Capacity LLC
Fluke Networks	Global Crossing
Forrester Research Inc	Global Telecom & Technology Americas
Forsythe Solutions Group Inc	Globallogic
Fortress Solutions Ltd	Globe Communications Inc
Fox Sports Net North	Granite Telecommunications
FPL	Gray Television Group Inc
Frontier	Graybar Electric
Frontier Communications	Greenberg Traurig LLP
Frontier Telephone of Rochester Inc	Greenville Office Supply Company
Fujitsu Network Communications Inc	Gregory Maloney Consulting
Fusion Risk Management Inc	GTT Communications Inc
Future Telecom Inc	Guaranteed Systems Inc
G & L Utility Contractors Inc	H5 Capital-Atlanta LLC

Habersham Electric Membership Corp	Intradiem Inc
Hancock REIT Proscenium LLC	Iowa Network Services
Henderson Services LLC	Iron Mountain Information MGT LLC
Henkels & McCoy Inc	ITC Service Group Inc
Hinduja Global Solutions Inc	Jackson Electric Membership Cooperative
Hood Business PK LLC	JDH Contracting Inc
Hostopiacom Inc	Johnson Controls
Housley Communications Ltd	Juniper Networks (US) Inc - Leasing
Hubbell Premise Wiring Inc	K&W Underground Inc
Hugh Okane Electric Co Inc	KCH Trucking LLC
IBM	KCI LLC
ICBS Inter Commercial Bus Sys	Kentucky Utilities Company
iconectiv	KGP Logistics
Impact Telecom	Kirshenbaum Bond Senecal & Partners LLC
Incompas	Klaasmeyer Construction Co Inc
Infinera Corporation	Knoah Solutions Inc
Infor Global Solutions Inc Extensity	KPMG LLP
Ingram Micro Inc	KPP III CCT LLC
Innovative Information Technologies Inc	LEC Services Billing
Insight Direct USA Inc	Level 3 Communications LLC
Integrity Locating Services LLC	Lexington-Fayette County Urban Govt
Inteleservices	Lighttower
Inteliquent Inc	Lighttower Fiber Networks II LLC
Interactive Communications International	Lincoln City Treasurer
Inteserra Consulting Group Inc	Lincoln Electric System

Linkedin Corporation	Multi Management Services Inc
Liveperson Inc	myDevices Inc
Lockton Companies LLC	Nasdaq Corporate Solutions LLC
Low Company	National Strand Products
Luffman Byers Telecom Inc	Nave Communications
Lumos Fibernet Inc	Nespon Inc
Maclean Senior Industries LLC	Netgen Inc
Markley Boston LLC	Network Supply Services Inc
MaveriConsulting LLC	Networkfleet Inc
McAfee Inc	Neustar Inc
MCC Telephony LLC	Neutral Tandem Inc
MCI	New Venture Telecommunication Services I
MCI Worldcom	Nichols Construction LLC
Mediacom Communications Corporation	Niels Fugal Sons Company
Metaswitch Networks	Nieman Printing Inc
Michels Corporation	Nitel Inc
Microsoft Licensing GP	North Coast Conduit LLC
Mimecast North America Inc	Norton Rose Fulbright
Mission Technology Group LLC	Novacoast Inc
Missouri Network Alliance LLC	Nuarx Inc
Mitel Networks Inc	OFS Fitel LLC
Mitsubishi UFJ Lease & Finance Inc	Olameter DPG LLC
MNM Group	Omaha Public Power District
MP Nexlevel LLC	Onesource Building Technologies
Mpower Communications Corp	Optelian Access Networks

Optical Communications Group Inc	QTS Services Suwanee II LLC
Optiv Security Inc	Quad Investments 3000 LLC
Oracle America Inc	Quarry Integrated Communications
ORR Protection Systems Inc	Quickbase Inc
OSG Billing Services	Qwest
OSI Hardware Inc	Radiant Communications Corp
Overture Networks Inc	Rainbow Technology Corporation
Palmettonet Inc	Ramtech Software Solutions Inc
Panther Real Estate LLC	RaRa Telecom Supply Inc
PC Mall Sales Inc	Razorsight Corporation
Pearce Services LLC	Receivable Management Services Corporation
Peerless Network Inc	Receivables Performance Management LLC
PHH Arval	Regulus Group LLC
Phoenix Communications Inc	Resolve Systems LLC
Pics Telecom Corp	Respec
Piedmont 5 Wall Street Burlington LLC	Rincon Technology LLC
Pinnacle Property Holdings LLC	Road America Motor Club
Positron Access Solutions Inc	Rogers Promotional Marketing
Power & Telephone Supply Company Inc	Roundtower Technologies LLC
Powerplan Consultants Inc	Rowe Line Construction
Precision Utilities Group Inc	RTS Inc
Pricewaterhouse Coopers LLP	RXR SL Owner LLC
Procom Consulting LLC	S&S Communications Inc
Prodapt North America	Saasafras LLC
Prospect Communications Inc	

Sailpoint Technologies Inc	Suntrust Equipment Finance
Salesforce.com Inc	Superior Essex
Scansource Inc	Swampfox Technologies Inc
Scansource Security Dist Inc	Swvp Orlando Office LLC
Schellman & Company LLC	Synacor Inc
Seneca Building Partners LLC	Synnex Corp
Sequential Technology International LLC	Synoptek LLC
Set Solutions Inc	T&M Investors VI LLC
SHI International Corp	T3 Wireless Inc
Sho Me Technologies	Talk America Services LLC
Sidera	Tata Consultancy Services Limited
Sigma Systems Canada LP	TDS Metrocom
Sitel Corporation	Team SI
Skycreek Corporation	Tech Americas USA Inc
Somos Inc	Tech Mahindra
Southern California Edison Company	TEGNA Inc
Southern Company Services	Telcom Construction Inc
Southern Light LLC	TeleDynamics Communications Service Corp
Spectrotel	TelePacific Communications
Sportsouth Network	Teleperformance USA Inc
Sprinklr Inc	Telstrat LLC
Sprint	Telx Chicago Lakeside LLC
Star Construction LLC	Templar Inc
STCC Assistance Corp	Tesinc LLC
Suddenlink Communications	

Texas Excavation Safety System Inc	Tularosa Basin Telephone Company
TGT Maitland II LLC	Tulsat Corporation
TH Construction	Turnkey Network Solutions - Locates Only
Thomas & Betts Corp	TW Telecom
Thomson Reuters Tax & Accounting Inc	TWC Fifty Eight Ltd
Tibco Software Inc	Twin City Printing & Litho Inc
Tierpoint LLC	Tyco Integrated Security LLC
Tierpoint Midwest LLC	United States Postal Service
TII Network Technologies Inc	US Signal
Tim Simmons Electric Inc	USIC Locating Services, LLC
Time Warner Cable	Utili-Link LLC
Time Warner Telecom	Utiliquest LLC
TMI Solutions	Utilities Protection Center of Georgia
TNS	Utopia
Tollgrade Communications Inc	V2 Technology LLC
Touchwood Technologies Inc	Velocity Technology Solutions III Inc
Tower On Main LLC	Velocloud Networks Inc
Towers Perrin	Verizon
TPUSA-FHCS Inc	Vertex Inc
Transaction Network Services Inc	Viavi Solutions Inc.
Transtelco Inc	Vitria Technology Inc
Trawick Construction Co	Voice Plus
Tri Tower Telecom Corporation	Vtech Communications Limited
Triple D Communications	West Ninth Street Associates LP
True Office Learning Inc	West Safety Services Inc

Westell Inc

Worldwide Supply

Western Union Financial Services Inc

WOW! Internetcable and Phone

Westworld Telecom Corp

Xerox Corporation

Wilcon

Xo Communications

William Ziering Trust

Xtech Gear Inc

Winncom Technologies Corp

Zayo Group LLC

Wireless Services Center LLC

Zoom Video Communications Inc

Schedule 2

Name of Entity Searched	Category	Status
Alvarez & Marsal	Bankruptcy Professionals	Current Client
Houlihan Lokey Inc.	Bankruptcy Professionals	Affiliate of Current Client
Rothschild & Co	Bankruptcy Professionals	Affiliate of Current Client
Blackrock Institutional Trust Company, N.A.	5% or more equity holders	Affiliate of Current Client
ATX Communications	Entities and Affiliates	Affiliate of Former Client
Microsoft	Top 50 Unsecured Creditors	Current Client
US Bank National Association	Top 50 Unsecured Creditors/ Bank Lender/UCC/ Unsecured Creditors' Committee Members	Current Client
Equinix Inc.	Top 50 Unsecured Creditors/ Vendors	Current Client
AT&T	Top 50 Unsecured Creditors/ Vendors	Current Client
CBRE Inc.	Top 50 Unsecured Creditors/ Vendors	Affiliate of Current Client
ATT Pro Cabs	Top 50 Unsecured Creditors/ Vendors	Affiliate of Current Client
Bellsouth	Top 50 Unsecured Creditors/ Vendors	Affiliate of Current Client
Bellsouth Pro Cabs	Top 50 Unsecured Creditors/ Vendors	Affiliate of Current Client
Comcast Comcast Center	Top 50 Unsecured Creditors	Affiliate of Current Client
Ensono LP	Top 50 Unsecured Creditors/ Vendors	Affiliate of Current Client
Fibertech Networks LLC	Top 50 Unsecured Creditors	Affiliate of Current Client
Lightower Fiber Networks	Top 50 Unsecured Creditors	Affiliate of Current Client
Verizon	Top 50 Unsecured Creditors/ Vendors	Former Client
Time Warner Cable Inc.	Top 50 Unsecured Creditors	Former Client
Tata Consultancy Services Limited	Top 50 Unsecured Creditors/ Vendors	Affiliate of Former Client
Forsythe Solutions Group Inc.	Top 50 Unsecured Creditors	Affiliate of Former Client
HSBC	Bank Lender/UCC	Current Client
JPMorgan Chase Bank NA	Bank Lender/UCC	Current Client
Citibank	Bank Lender/UCC	Current Client
Suntrust	Bank Lender/UCC	Current Client
RBC	Bank Lender/UCC	Current Client
The Farmers Bank	Bank Lender/UCC	Current Client
The Private Bank	Bank Lender/UCC	Current Client
UMB	Bank Lender/UCC/ Unsecured Creditors' Committee Members	Current Client
First Bank	Bank Lender/UCC	Current Client

Name of Entity Searched	Category	Status
Commerce Bank	Bank Lender/UCC	Current Client
M&T Bank	Bank Lender/UCC	Affiliate of Current Client
United Community Bank	Bank Lender/UCC	Affiliate of Current Client
Anchorage	Bank Lender/UCC	Current Client
CarVal Investors	Bank Lender/UCC	Current Client
Caspian Capital LP	Bank Lender/UCC	Current Client
Citi	Bank Lender/UCC	Current Client
Credit Suisse Asset Management (CSAM)	Bank Lender/UCC	Current Client
Credit Value Partners LP	Bank Lender/UCC	Current Client
Fortress Investment Group	Bank Lender/UCC	Current Client
HBK Capital Management	Bank Lender/UCC	Current Client
Napier Park	Bank Lender/UCC	Current Client
Partners Group	Bank Lender/UCC	Current Client
PPM America Inc.	Bank Lender/UCC	Current Client
Solus Alternative Asset Management	Bank Lender/UCC	Current Client
Wells Fargo	Bank Lender/UCC	Current Client
Aegon USA	Bank Lender/UCC	Affiliate of Current Client
Apollo Capital Management, L.P.	Bank Lender/UCC	Affiliate of Current Client
Bain Capital Credit	Bank Lender/UCC	Affiliate of Current Client
CVC Capital Partners Limited	Bank Lender/UCC	Affiliate of Current Client
Garrison Investments	Bank Lender/UCC	Affiliate of Current Client
Highland Capital Management LP	Bank Lender/UCC	Affiliate of Current Client
Keybank	Bank Lender/UCC	Affiliate of Current Client
Lord Abbet & Co.	Bank Lender/UCC	Affiliate of Current Client
Neuberger Berman Fixed Inc LLC	Bank Lender/UCC	Affiliate of Current Client
Nomura Holding America	Bank Lender/UCC	Affiliate of Current Client
Prudential Asset Mgmt	Bank Lender/UCC	Affiliate of Current Client
RBC Global Asset Mgt (US)	Bank Lender/UCC	Affiliate of Current Client
Symphony Asset Management	Bank Lender/UCC	Affiliate of Current Client
Allstate Insurance	Bank Lender/UCC	Former Client
MSD Capital	Bank Lender/UCC	Former Client
Amundi Pioneer (USA)	Bank Lender/UCC	Affiliate of Former Client
Apex Credit Partners LLC	Bank Lender/UCC	Affiliate of Former Client
Black Diamond Partners LLP	Bank Lender/UCC	Affiliate of Former Client
Commercial Industrial Finance Corp	Bank Lender/UCC	Affiliate of Former Client
Elmwood (Adrian Marshall)	Bank Lender/UCC	Affiliate of Former Client
Tricadia Capital Mgmt LLC	Bank Lender/UCC	Affiliate of Former Client

Name of Entity Searched	Category	Status
White Horse Capital Partners	Bank Lender/ UCC	Affiliate of Former Client
AIG Global Real Estate Investment Corp.	Insurance - PFA	Current Client
AXA XL Insurance	Insurance - PFA	Current Client
Chubb	Insurance - PFA	Current Client
Barbacan	Insurance - PFA	Current Client
Beazley	Insurance - PFA	Current Client
C N A	Insurance - PFA	Current Client
Great American Insurance Group	Insurance - PFA	Current Client
ACE American Insurance Company	Insurance - PFA	Affiliate of Current Client
AIG Global Real Estate	Insurance - PFA	Current Client
Allied World Assurance	Insurance - PFA	Affiliate of Current Client
Axis Insurance Company	Insurance - PFA	Affiliate of Current Client
Lockton Companies	Insurance - PFA	Affiliate of Current Client
Markel	Insurance - PFA	Affiliate of Current Client
Starr	Insurance - PFA	Affiliate of Current Client
Travelers Insurance	Insurance - PFA	Affiliate of Current Client
Travelers Indemnity	Insurance - PFA	Affiliate of Current Client
Nationwide Headquarters	Insurance - PFA	Former Client
RLI	Insurance - PFA	Former Client
JLT Insurance	Insurance - PFA	Affiliate of Former Client
Advanced Media Technologies Inc	Vendors	Affiliate of Current Client
Alcatel-Lucent	Vendors	Affiliate of Current Client
Amazon Web Services Inc	Vendors	Affiliate of Former Client
Avaya Inc	Vendors	Affiliate of Former Client
BDC Group Inc	Vendors	Current Client
Blue Sky Telecom	Vendors	Affiliate of Current Client
Cablevision Lightpath Inc	Vendors	Affiliate of Current Client
Careerbuilder LLC	Vendors	Former Client
CBRE Inc (3rd Party Funding Acct)	Vendors	Current Client
China Telecom (Americas) Corp	Vendors	Affiliate of Former Client
Cincinnati Bell Telephone Co	Vendors	Affiliate of Former Client
Cisco Systems Capital Corporation	Vendors	Former Client
Comcast Phone LLC	Vendors	Affiliate of Current Client
Commscope Technologies LLC	Vendors	Affiliate of Current Client
Consolidated Communications	Vendors	Affiliate of Current Client
Consolidated Services Group	Vendors	Affiliate of Former Client
Credit Guard Inc	Vendors	Affiliate of Former Client
Credit Solutions LLC	Vendors	Affiliate of Current Client

Name of Entity Searched	Category	Status
Crestmark Equipment Finance Inc	Vendors	Affiliate of Current Client
Datalink Corporation	Vendors	Affiliate of Current Client
Dell Computer Corp	Vendors	Former Client
Digital Greenspoint LP	Vendors	Affiliate of Former Client
Dispatch	Vendors	Affiliate of Current Client
Duff & Phelps LLC	Vendors	Current Client
Duke Energy	Vendors	Affiliate of Current Client
Entergy	Vendors	Former Client
Enterprise Fleet Management Inc	Vendors	Affiliate of Former Client
Ernst & Young LLP	Vendors	Affiliate of Former Client
Fairpoint Communications Inc	Vendors	Affiliate of Former Client
Fedex	Vendors	Affiliate of Former Client
Fidelity Information Services LLC	Vendors	Affiliate of Current Client
Fluke Networks	Vendors	Affiliate of Current Client
Forsythe Solutions Group Inc	Vendors	Affiliate of Former Client
Fox Sports Net North	Vendors	Affiliate of Former Client
FPL	Vendors	Affiliate of Current Client
Fujitsu Network Communications Inc	Vendors	Affiliate of Current Client
GE Power Electronics Inc	Vendors	Affiliate of Former Client
General Dynamics Information Technology	Vendors	Affiliate of Current Client
Global Crossing	Vendors	Affiliate of Former Client
H5 Capital-Atlanta LLC	Vendors	Affiliate of Current Client
IBM	Vendors	Former Client
Impact Telecom	Vendors	Current Client
Iron Mountain Information Mgt LLC	Vendors	Affiliate of Former Client
Johnson Controls	Vendors	Affiliate of Former Client
Juniper Networks (US) Inc - Leasing	Vendors	Affiliate of Current Client
KPMG LLP	Vendors	Affiliate of Former Client
LEC Services Billing	Vendors	Affiliate of Current Client
Linkedin Corporation	Vendors	Affiliate of Current Client
McAfee Inc	Vendors	Current Client
MCC Telephony LLC	Vendors	Affiliate of Former Client
MCI	Vendors	Affiliate of Current Client
MCI; MCI Worldcom	Vendors	Affiliate of Former Client
Microsoft Licensing GP	Vendors	Affiliate of Current Client
Mitsubishi UFJ Lease & Finance Inc	Vendors	Affiliate of Current Client
MPower Communications Corp	Vendors	Affiliate of Current Client

Name of Entity Searched	Category	Status
Nasdaq Corporate Solutions LLC	Vendors	Affiliate of Current Client
Networkfleet Inc	Vendors	Affiliate of Former Client
Neustar Inc	Vendors	Current Client
Norton Rose Fulbright	Vendors	Affiliate of Current Client
Optical Communications Group Inc	Vendors	Affiliate of Current Client
Oracle America Inc	Vendors	Former Client
Pinnacle Property Holdings LLC	Vendors	Affiliate of Current Client
Pricewaterhouse Coopers LLP	Vendors	Former Client
Qwest	Vendors	Affiliate of Current Client
Receivable Management Services Corporation	Vendors	Current Client
Regulus Group LLC	Vendors	Affiliate of Former Client
Road America Motor Club	Vendors	Affiliate of Current Client
RTS Inc	Vendors	Affiliate of Former Client
Sidera	Vendors	Affiliate of Current Client
Sitel Corporation	Vendors	Affiliate of Former Client
Southern Company Services	Vendors	Current Client
Sprint	Vendors	Affiliate of Former Client
Suntrust Equipment Finance	Vendors	Affiliate of Current Client
TDS Metrocom	Vendors	Affiliate of Former Client
Tegna Inc	Vendors	Affiliate of Former Client
Thomas & Betts Corp	Vendors	Affiliate of Former Client
Thomson Reuters Tax & Accounting Inc	Vendors	Affiliate of Current Client
Tibco Software Inc	Vendors	Affiliate of Current Client
Time Warner Cable; Time Warner Telecom	Vendors	Former Client
TNS	Vendors	Affiliate of Former Client
Utopia	Vendors	Current Client
Velocity Technology Solutions III Inc	Vendors	Affiliate of Current Client
Vertex Inc	Vendors	Affiliate of Current Client
Xerox Corporation	Vendors	Former Client
XO Communications	Vendors	Former Client
Wilmington Trust, National Association	Bondholder-Indenture Trustee	Current Client
Jim Rodgers	Litigation	Current Client
New York City, New York	Litigation	Current Client
Lawrence Cohen	Litigation	Affiliate of Current Client
Warner Music	Litigation	Affiliate of Current Client
State of New York Office of the Attorney General	Litigation	Affiliate of Current Client
Robert Murray	Litigation	Affiliate of Current Client

Name of Entity Searched	Category	Status
University of Texas Health Sciences Center	Litigation	Former Client
Genesee Valley BOCES	Litigation	Affiliate of Former Client
Bobby Kendall	Litigation	Affiliate of Former Client
Aspen Insurance Company	Surety Issuers	Affiliate of Current Client
AT&T Services, Inc	Unsecured Creditors' Committee Members	Affiliate of Current Client
LEC Services, Inc.	Unsecured Creditors' Committee Members	Affiliate of Former Client
AlixPartners	Unsecured Creditors' Committee Professionals	Former Client

EXHIBIT C

Moody Declaration

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

In re:

WINDSTREAM HOLDINGS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)

) Case No. 19-22312 (RDD)
)

) (Jointly Administered)
)

**DECLARATION OF KRISTI MOODY, EXECUTIVE VICE PRESIDENT,
GENERAL COUNSEL, AND CORPORATE SECRETARY, IN SUPPORT
OF THE DEBTOR'S APPLICATION FOR THE ENTRY OF AN ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF KATTEN MUCHIN
ROSENMAN LLP AS CONFLICTS COUNSEL FOR THE DEBTORS AND DEBTORS
IN POSSESSION EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

I, Kristi Moody, Executive Vice President, General Counsel, and Corporate Secretary of Windstream Holdings, Inc., being duly sworn, state the following under penalty of perjury:

1. I am the Executive Vice President, General Counsel, and Corporate Secretary of Windstream Holdings, Inc., located at 4001 North Rodney Parham Road, Little Rock, Arkansas 72212, and all of the affiliate Debtor companies.

2. I submit this declaration (the "Declaration") in support of the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Katten Muchin Rosenman LLP as Conflicts Counsel for the Debtors and Debtors in Possession Effective Nunc Pro Tunc to*

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.

the Petition Date (the “Application”).² Except as otherwise noted, I have personal knowledge of the matters set forth herein.

The Debtors’ Selection of Counsel

3. The Debtors recognize that a comprehensive review process is necessary when selecting and managing chapter 11 counsel to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements.

4. To that end, the review process utilized by the Debtors here assessed potential counsel based on their expertise in the relevant legal issues and in similar proceedings. The Debtors determined that based on Katten’s extensive experience it was unnecessary to hold interviews and that retention of Katten was a sound exercise of business judgment.

5. Ultimately, the Debtors retained Katten because of its extensive experience in corporate reorganizations, both out-of-court and under chapter 11 of the Bankruptcy Code. More specifically, Katten is generally familiar with the Debtors’ businesses and the types of legal issues that may arise in the context of these chapter 11 cases. I believe that Katten is both well qualified and uniquely able to represent the Debtor in these chapter 11 cases in an efficient and timely manner.

Rate Structure

6. In my capacity as Executive Vice President, General Counsel, and Corporate Secretary, I am responsible for supervising outside counsel retained by the Debtors in the ordinary course of business. Katten has informed the Debtors that its rates for bankruptcy representations are comparable to the rates Katten charges for non-bankruptcy representations.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

Cost Supervision

7. The Debtors have approved the prospective budget and staffing plan for the period from February 25, 2019 to June 25, 2019, recognizing that in the course of a large chapter 11 case like these chapter 11 cases, it is possible that there may be unforeseen fees and expenses to be addressed by the Debtors and Katten. The Debtors further recognize that it is their responsibility to monitor closely the billing practices of their counsel to ensure the fees and expenses paid by the estate remain consistent with the Debtors' expectations and the exigencies of the chapter 11 cases. The Debtors will review the statements that Katten regularly submits, and, together with Katten, amend the budget and staffing plans periodically, as the case develops.

8. The Debtors will bring discipline, predictability, client involvement, and accountability to the counsel fees and expenses reimbursement process. While every chapter 11 case is unique, these budgets will provide guidance on the periods of time involved the level of the attorneys and professionals that will work on various matters, and projections of average hourly rates for the attorneys and professionals for various matters.

[Remainder of page intentionally left blank]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: March 26, 2019

Respectfully submitted,

/s/ Kristi Moody

Name: Kristi Moody,
Title: Executive Vice President, General
Counsel, and Corporate Secretary
Windstream Holdings, Inc.