

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

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

**DECLARATION OF DISINTERESTEDNESS OF  
JENNER & BLOCK LLP PURSUANT TO THE ORDER  
AUTHORIZING THE RETENTION AND COMPENSATION OF  
PROFESSIONALS UTILIZED IN THE ORDINARY COURSE OF BUSINESS**

I, Rebekah P. Goodheart, declare under penalty of perjury:

1. I am a Partner at Jenner & Block LLP, located at 353 N Clark St, Chicago, IL 60654 (the "Firm").

2. Windstream Holdings, Inc. and the other above-captioned debtors and debtors in possession (collectively, the "Debtors"), has requested that the Firm provide advice regarding certain regulatory proceedings at the Federal Communications Commission to the Debtors, and the Firm has consented to provide such services.

3. The Firm may have performed services in the past, may currently perform services, and may perform services in the future in matters unrelated to these chapter 11 cases for persons that are parties in interest in the Debtors' chapter 11 cases. The Firm, however, does not perform services for any such person in connection with these chapter 11 cases, or have any relationship with any such person, their attorneys, or accountants that would be adverse to the Debtors or their

<sup>1</sup> The last four digits of Debtor Windstream Holdings, Inc.'s tax identification number are 7717. Due to the large number of debtor entities in these chapter 11 cases, for which the Debtors have requested joint administration, 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.



estates, except that the Firm advises on regulatory implications of Debtor's bankruptcy for Elliot Management Corporation.

4. As part of its customary practice, the Firm is retained in cases, proceedings, and transactions involving many different parties, some of whom may represent or be employed by the Debtors, claimants, and parties in interest in these chapter 11 cases.

5. Neither I nor any principal, partner, director, officer, of, or professional employed by, the Firm has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the principal and regular employees of the Firm.

6. Neither I nor any principal, partner, director, officer, of, or professional employed by, the Firm, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or its estates with respect to the matter(s) upon which the Firm is to be employed.

7. The arrangements for compensation and reimbursement of the Firm include the following:

a. Average hourly rate (if applicable): Jenner & Block's fees are based substantially upon hours charged, recorded in tenth of an hour increments, at Jenner & Block's scheduled rates which are in effect at the time the services are performed. Those scheduled rates are periodically adjusted, generally at the beginning of a calendar year. My present hourly rate is \$900. Jenner & Block's present scheduled hourly rates for others range from \$840 to \$1,350 for partners, from \$475 to \$865 for associates, and from \$225 to \$395 for paralegals. .

b. Estimated average monthly compensation based on prepetition retention (if applicable): \$45,000.00.

8. As of the petition date, the Debtors owe the Firm \$0 for prepetition services, the payment of which is subject to limitations contained in title 11 of the United States Code, 11 U.S.C. §§ 101–1532.

9. As of the Commencement Date, which was the date on which the Debtors commenced these chapter 11 cases, the Firm was party to an agreement for indemnification with certain of the debtor entities. A copy of such agreement is attached as **Exhibit 1** to this Declaration.

10. If at any time during the period of its employment, the Firm should discover any facts bearing on the matters described herein, the Firm will supplement the information contained in this Declaration.

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

Date: May 13, 2019

  
Rebekah P. Goodheart

**Exhibit 1**

1099 NEW YORK AVENUE NW SUITE 900 WASHINGTON, DC 20001-4412

JENNER & BLOCK LLP

December 16, 2016

Rebekah P. Goodheart  
Tel +1 202 639 5355  
rgoodheart@jenner.com

VIA EMAIL

Jennie B. Chandra  
Vice President - Public Policy and Strategy  
Windstream Communications, Inc.  
1101 17th Street, NW, Suite 802  
Washington, DC 20036

Re: Windstream Communications, Inc. Engagement Letter

Dear Jennie:

This engagement letter confirms the engagement of Jenner & Block LLP, an Illinois limited liability partnership ("Jenner & Block"), by Windstream Services, LLC ("Windstream" or "you"), and the basis on which Jenner & Block will represent you. We appreciate your confidence and thank you for selecting Jenner & Block as counsel.

We recognize that, in the event of a conflict between the terms of this letter and Windstream's Outside Counsel Guidelines (attached), the provisions of Windstream's Outside Counsel Guidelines will control, provided, however, that paragraph 3 of this engagement letter shall govern over Section I.G of Windstream's Outside Counsel Guidelines.

1. Scope of Representation. Except as we may agree otherwise in writing, Jenner & Block will be representing Windstream and such of those affiliated entities included at the end of this letter which Jenner & Block agrees to represent but not their clients, shareholders, investors, partners, directors, officers, agents or employees. Jenner & Block will advise you in connection with, and the scope of Jenner & Block's engagement and duties to you shall relate solely to consulting regarding intercarrier compensation issues in federal and/or state proceedings ("this matter"). Because the representation is limited to a specific undertaking, Jenner & Block's acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter unless specifically requested by you and agreed by Jenner & Block. Also, after completion of this matter, changes may occur in pertinent laws or regulations that will have an impact upon your future rights and liabilities. Unless you engage us after completion of this matter to provide additional advice on issues arising from this matter, Jenner & Block will have no continuing obligation to advise you with respect to future legal developments.

You may limit or expand the scope of Jenner & Block's representation from time to time, provided that Jenner & Block must agree to any expansion of scope. Except as we may otherwise agree in writing, the

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terms of this engagement letter apply to all expansions in the scope of representation and to all additional engagements for you which Jenner & Block may undertake.

2. Fees and Expenses. Our fees are based substantially upon hours charged, recorded in quarter of an hour increments, at rates in effect at the time the services are performed. Those rates are periodically adjusted, generally at the beginning of a calendar year. My hourly rate is \$825. Jenner & Block's hourly rates for others range from \$650 to \$1,250 for partners, from \$445 to \$750 for associates, from \$305 to \$365 for paralegals and from \$205 to \$215 for project assistants. Jenner & Block will discount its standard hourly rates in effect at the time it renders its services, but not its expenses, by 15 percent for this matter.

In addition to fees, our statements include out-of-pocket expenses and internal charges which Jenner & Block incurs in connection with the representation. Also, it is our standard practice to have certain charges for outside retained services (such as for expert witnesses, local counsel and consultants) invoiced directly to you. This letter acknowledges your agreement to pay all such invoices in a timely manner and to hold Jenner & Block harmless from your failure to do so. To the extent such third party charges are paid directly by Jenner & Block, they will be included on our statements.

The fees and other charges for this matter are not in any way contingent upon its successful completion or outcome. Unless we otherwise expressly agree in writing, any advance estimates by us of fees and expenses in connection with services to be performed, and any deposits, retainers or advances which we may require for work to continue are not a limitation nor binding commitment on our part as to the total fees and other charges for which you are responsible under the terms of this engagement.

Jenner & Block's statements are submitted monthly. Jenner & Block's statements are due and payable on receipt. If you question or dispute any entry on a statement, we ask that the matter be brought to our attention promptly, so that any disputes or problems can be fairly and amicably resolved in a timely manner. You agree that each statement will be paid within 30 days of the date on which the statement was sent to you. Subject to the requirement of applicable legal ethics rules, Jenner & Block reserves the right to stop work and close the files on all matters being handled for you if any amount invoiced to you is sixty (60) days or more past due.

If you substantially fail to fulfill this agreement as to fees and expenses, Jenner & Block may withdraw or seek leave to withdraw from its representation of you. Such withdrawal shall not affect our right to be paid in full for previously incurred but unpaid fees, charges and disbursements.

In certain matters, Jenner & Block may look first to a third party payor (for instance, an insurance company or other potential indemnitor) to pay its fees and expenses for this engagement. In such instances, you remain the client; your decisions concerning the objectives of the representation are controlling; and you are ultimately responsible for the payment of Jenner & Block's statements in the event the third party payor fails to make the required payment(s) in a timely manner.

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If as a result of the engagement, Jenner & Block is required to produce documents or appear as a witness in connection with any litigation, arbitration, mediation, investigation or regulatory proceeding involving you, you also agree to pay to Jenner & Block the costs and expenses (including attorney and staff time at then scheduled hourly rates) reasonably incurred by Jenner & Block in connection with such a requirement. This provision survives the termination of Jenner & Block's representation of you.

3. Conflicts with Other Clients. You are aware that the firm represents many other companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients will have disputes or transactions with you, or the Firm will be asked to represent a party to which you are adverse in this matter. For example, the firm represents or has represented a range of communications, media, and technologies companies—including [REDACTED] among others—on matters before the Federal Communications Commission, or in litigation or transactions. By executing this letter, you consent that we may continue to represent or may undertake in the future to represent existing or former clients, including but not limited to the clients we have identified above, other existing or former firm clients, or new clients in any transaction, regulatory or litigation matter or dispute that is not substantially related to our work for you on this matter even if the interests of such clients in those other matters are directly adverse to you or you are adverse to those other clients in the matter. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

4. Termination of Representation. Either of us may terminate the engagement at any time for any reason by providing written notice, subject on the part of Jenner & Block to the requirements of applicable legal ethics rules. Unless we agree to render additional legal services for you, Jenner & Block's representation of you and the attorney/client relationship will terminate upon Jenner & Block sending its final statement for attorney services rendered in this matter.

5. Indemnification Against Claims of Nonclients. You agree to, indemnify and hold Jenner & Block harmless for any loss, liability, judgment, costs and expenses (including reasonable attorneys' fees and other costs of defense) resulting from claims made and/or lawsuits filed against Jenner & Block by any third party because of acts or omissions on the part of Jenner & Block in performing services on your behalf. This indemnity agreement relates solely to claims and lawsuits by nonclients and does not prospectively limit Jenner & Block's liability to you in connection with the performance of services on your behalf or alter Jenner & Block's professional obligations to you. This agreement survives the termination of Jenner & Block's representation of you.

6. Document Retention. During the course of the representation, Jenner & Block shall maintain a file on your behalf. The file may include material you have given to us in connection with the representation, as well as other material such as pleadings, transcripts, exhibits, reports, contracts, wills, certificates and other documents as are determined by Jenner & Block to be reasonably necessary to the representation ("Your File"). Your File shall be and remain your property. Jenner & Block may also



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include in the file its attorney work product, mental impressions and notes (collectively "Work Product"). Unless otherwise agreed between us, the Work Product shall be and remain the property of Jenner & Block.

At the termination of the representation and for a period of seven (7) years thereafter, and provided there are no outstanding unpaid statements for fees and charges owed by you to Jenner & Block, you shall have the right on request to take possession of Your File, not including the Work Product. In such event, Jenner & Block at its expense may make and retain copies of all or portions of Your File. If you do not request possession of Your File within such seven (7) year period, Jenner & Block will have no further responsibility for the retention and maintenance of Your File and may at its option dispose of all or parts of Your File without further notice to you.

7. Approval. Please signify your agreement to the arrangement for legal services described in this letter by returning to us a signed copy of the engagement letter. In most instances, we will not commence work on your behalf unless and until we have received the signed copy of this engagement letter. If, for some reason, we are required to commence work before you sign and return this letter, the effective date of our agreement to provide services will be the date on which we first performed services on your behalf. If you then fail to sign and return the letter, we will stop work, close the file and seek to recover from you the reasonable value of any services performed to that point.

We look forward to working with you.

Sincerely,

Jenner & Block LLP



By:

  
A Partner

Accepted: Windstream Services, LLC

By:

Date:

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**List of Windstream Affiliates**

**Top Tier Holding Companies**

Windstream Holdings, Inc.  
Windstream Services, LLC.

**Windstream Certificate Entities**

Cavalier Telephone Mid-Atlantic, LLC  
Cavalier Telephone, LLC  
Georgia Windstream, LLC  
Intellifiber Networks, LLC  
LDMI Telecommunications, LLC  
McLeodUSA Telecommunications Services, LLC  
Network Telephone, LLC  
Oklahoma Windstream, LLC  
PAETEC Communications of Virginia, LLC  
PAETEC Communications, LLC  
Talk America of Virginia, LLC  
Talk America, LLC  
Texas Windstream, LLC  
The Other Phone Company, LLC  
US LEC Communications, LLC  
US LEC of Alabama, LLC  
US LEC of Florida, LLC  
US LEC of Georgia, LLC  
US LEC of Maryland, LLC  
US LEC of North Carolina, LLC  
US LEC of Pennsylvania, LLC  
US LEC of South Carolina, LLC  
US LEC of Tennessee, LLC  
US LEC of Virginia, LLC  
Valor Telecommunications of Texas, LLC dba Windstream Communications Southwest  
Windstream Accucomm Telecommunications, LLC  
Windstream Alabama, LLC  
Windstream Arkansas, LLC  
Windstream Buffalo Valley, Inc.  
Windstream Communications Kerrville, LLC  
Windstream Communications Telecom, LLC  
Windstream Communications, LLC  
Windstream Concord Telephone, LLC  
Windstream Conestoga, Inc.  
Windstream D&E Systems, Inc.  
Windstream D&E, Inc.  
Windstream Direct, LLC  
Windstream EN-TEL, LLC  
Windstream Florida, LLC  
Windstream Georgia Communications, LLC  
Windstream Georgia Telephone, LLC  
Windstream Georgia, LLC

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Windstream Iowa Communications, LLC  
Windstream Iowa-Comm, LLC  
Windstream IT-Comm, LLC  
Windstream KDL, LLC  
Windstream KDL-VA, LLC  
Windstream Kentucky East, LLC  
Windstream Kentucky West, LLC  
Windstream Kerrville Long Distance, LLC  
Windstream Lakedale Link, Inc.  
Windstream Lakedale, Inc.  
Windstream Lexcom Communications, LLC  
Windstream Lexcom Long Distance, LLC  
Windstream Mississippi, LLC  
Windstream Missouri, LLC  
Windstream Montezuma, LLC  
Windstream Nebraska, Inc.  
Windstream New York, Inc.  
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 South Carolina, LLC  
Windstream Southwest Long Distance, LLC  
Windstream Standard, LLC  
Windstream Sugar Land, LLC  
Windstream Systems of the Midwest, Inc.  
Windstream Western Reserve, LLC