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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 SETTLEMENT

PLEASE TAKE NOTICE that the Debtors intend to enter into a settlement agreement with Michael L. Tindle, personal representative of the Estate of Bobbie Tindle, (the “Proposed Settlement”) pursuant the *Order Authorizing and Establishing Procedures for the Compromise and Settlement of De Minimis Claims* [Docket No. 390] (the “Order”) that the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered on April 22, 2019.

PLEASE TAKE FURTHER NOTICE that the Proposed Settlement will (i) resolve all claims related to a personal jury case captioned as *Bobbie S. Tindle v. Windstream Services, LLC, Windstream Communications, LLC, Windstream Missouri, LLC, and Mike Hall*, Case No. 18PO-CC00004, filed in the Circuit Court of Polk County, Missouri, (the “Litigation”) and (ii) settle proofs of claim numbers 6048, 6051, and 6053 filed in these chapter 11 case (the “Tindle Claims”).

PLEASE TAKE FURTHER NOTICE that the Proposed Settlement would provide for the withdrawal and release of the Tindle Claims as well as any other claims that the Estate of Bobbie Tindle holds against the Debtors. In exchange for this consideration, the Debtors agree to provide payment of \$65,000 (the “Settlement Claim”) at the time permitted in the Order. The

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’ 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.



Settlement Claim will be treated as a general unsecured claim in these chapter 11 cases. The Debtors are not seeking to release any claims against creditors or third parties.

PLEASE TAKE FURTHER NOTICE that the Debtors believe that the Proposed Settlement will minimize the costs and resources associated with resolving the Litigation. The Proposed Settlement is in the best interest of the estates and creditors and was the product of arm's-length negotiations.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, any recipient of this notice may object to the proposed settlement within fourteen (14) calendar days of service of this notice. Objections must be (i) in writing (ii) received within fourteen (14) calendar days of service of this notice (the "Objection Deadline"), and (iii) submitted via first-class mail, email, or facsimile to (a) counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Stephen E. Hessler, P.C. and Trudy Smith, and Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn.: Ross M. Kwasteniet, P.C., Brad Weiland, and John R. Luze; (b) counsel to the Creditors' Committee, Morrison & Foerster LLP, 250 West 55th Street, New York, New York 10019, Attn.: Lorenzo Marinuzzi, Brett H. Miller, Todd M. Goren, Jennifer L. Marines, and Erica J. Richards; (c) counsel to the DIP Agent, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn.: Timothy Graulich and Natasha Tsiouris; and (d) 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 (the "Notice Parties"). The Notice Parties must receive any objection on or before the Objection Deadline. If you file a written objection with this Court on or before the Objection Deadline, the Debtors may only settle the Tindle Claims upon submitting a consensual form of order resolving the objection as between you and the Debtors or upon further order of this Court approving the settlement of such Tindle Claims.

[Remainder of page intentionally left blank.]

Dated: September 13, 2019
New York, New York

/s/ Stephen E. Hessler

Stephen E. Hessler, P.C.

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Counsel to the Debtors and Debtors in Possession

Exhibit A

Proposed Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter "AGREEMENT") is entered into by and between Michael L. Tindle, personal representative of the Estate of Bobbie Tindle (hereinafter referred to as "CLAIMANT"), and Windstream Services, LLC, Windstream Communications, LLC, Windstream Missouri, LLC, their agents, current and former shareholders, associates, employees, including Michael Hall, contractors, parent organizations and subsidiaries, affiliates, insurers, and all of their heirs, executors, administrators, agents and assigns (hereinafter the aforementioned entities and persons are jointly referred to as "RELEASEES").

RECITALS

WHEREAS, Bobbie Tindle was a telecommunications customer of RELEASEES in 2017;

WHEREAS, on or about August 25, 2017, RELEASEES installed a telecommunications cable at the residence of Bobbie Tindle;

WHEREAS, on or about September 10, 2017, Bobbie Tindle tripped and fell over an unburied telecommunications cable in her yard (hereinafter "ACCIDENT");

WHEREAS, Bobbie Tindle suffered personal injuries as a result of the ACCIDENT (hereinafter "INJURIES");

WHEREAS, Bobbie Tindle alleged that RELEASEES are legally responsible in whole or in part for the ACCIDENT;

WHEREAS, on or about January 31, 2018, Bobbie Tindle filed a case captioned *Bobbie S. Tindle v. Windstream Services, LLC, Windstream Communications, LLC, Windstream Missouri, LLC, and Mike Hall*, Case No. 18PO-CC00004 in the Circuit Court

of Polk County, Missouri, in which she generally alleged that the ACCIDENT resulted from the negligence of the RELEASEES and that RELEASEES are liable for the INJURIES and all damages resulting therefrom (hereinafter "ACTION");

WHEREAS, Bobbie Tindle died on or about May 25, 2019 of causes unrelated to the ACCIDENT or the INJURIES;

WHEREAS, on or about June 19, 2019, CLAIMANT filed a Motion to Substitute Proper Party in Interest pursuant to Rule 52.13(a)(1), RSMo. § 507.100.1(1), and RSMo. § 537.020.1, and said Motion was sustained without objection on June 20, 2019, thereby substituting CLAIMANT in place of Bobbie Tindle in the ACTION;

WHEREAS, RELEASEES deny that they were negligent in connection with the ACCIDENT and/or INJURIES and deny any and all legal responsibility for the ACCIDENT and/or INJURIES;

WHEREAS, CLAIMANT and RELEASEES desire by means of this AGREEMENT to compromise, adjust, and settle all claims between them regarding the ACCIDENT, the INJURIES, and the ACTION.

NOW, THEREFORE, in consideration of the mutual agreements and releases herein contained, and intending to be legally bound, the parties do hereby mutually agree as follows:

AGREEMENT

SECTION ONE: PAYMENT TO CLAIMANT

RELEASEES shall pay a lump sum of Sixty-Five Thousand Dollars (\$65,000.00) to CLAIMANT in accordance with any Chapter 11 Plan. This payment is made by RELEASEES in full settlement of all claims that CLAIMANT may now have or may

hereafter have against RELEASEES arising out of or in any way relating to the ACCIDENT, the INJURIES, the ACTION, or the allegations set forth in the Recitals to this AGREEMENT.

SECTION TWO: FULL RELEASE OF ALL CLAIMS

In consideration of the payment outlined in SECTION ONE of this AGREEMENT, CLAIMANT agrees to release, acquit and forever discharge RELEASEES from any and all claims, actions, causes of action, obligations, costs, damages, losses, liability, and demands of whatever character now known or hereafter arising out of or in any way relating to the ACCIDENT, INJURIES, the ACTION, or the allegations set forth in the Recitals to this AGREEMENT.

SECTION THREE: ABSENCE OF ADMISSION OF LIABILITY

This AGREEMENT is executed by CLAIMANT and agreed to by RELEASEES for the sole purpose of compromising and settling the matters involved in this dispute, and it is expressly understood and agreed, as a condition hereof, that this AGREEMENT shall not constitute or be construed to be an admission on any part of RELEASEES or as evidencing or indicating in any degree an admission of the truth or correctness of any claims asserted by CLAIMANT.

SECTION FOUR: CONFIDENTIALITY

CLAIMANT, RELEASEES, and the attorneys of each further agree to keep confidential the terms, amounts, conditions, provisions, and details of this AGREEMENT, and all negotiations related thereto, and not to publicize, advertise, communicate, or otherwise disclose voluntarily to anyone the terms, amounts, conditions, provisions, and details of this AGREEMENT or the negotiations related thereto, except that the parties

may disclose the terms, amounts, conditions, provisions, and details of this AGREEMENT as required by law or by a court or government agency, or in association with obtaining legal, accounting, tax, or financial advice. It is understood and agreed that this condition of confidentiality is an important and valuable consideration for the above-stated payment.

SECTION FIVE: DISMISSAL OF ACTION

CLAIMANT agrees and has specifically authorized and directs its attorneys to take all necessary steps to seek and obtain dismissal with prejudice of the ACTION. Thereafter, CLAIMANT shall not assert against RELEASEES any claim whatsoever arising from or based on the ACCIDENT, INJURIES, the ACTION, or the allegations set forth in the Recitals to this AGREEMENT.

SECTION SIX: PAYMENT OF COSTS

CLAIMANT and RELEASEES agree and understand that each party will bear its own costs arising out of this AGREEMENT and the ACTION, except as otherwise expressly provided by this AGREEMENT.

SECTION SEVEN: EFFECT OF SECTION AND PARAGRAPH HEADINGS

The section and paragraph headings appearing in this AGREEMENT are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

SECTION EIGHT: ENTIRETY OF AGREEMENT

This AGREEMENT and those additional documents referenced within this AGREEMENT embody the entire agreement of the parties respecting the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained

in the AGREEMENT and those additional documents specifically referenced in this AGREEMENT. This document supersedes all previous communications, representations, or agreements, either verbal or written, between CLAIMANT and RELEASEES. CLAIMANT and RELEASEES hereby certify that they have read and understand the entirety of this AGREEMENT and have executed this AGREEMENT as their voluntary acts based solely on the respective rights and duties stated in this AGREEMENT.

SECTION NINE: GOVERNING LAW AND VENUE OF ACTIONS

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Missouri. Any action at law, suit in equity, or other judicial proceeding for the enforcement of any provision of this AGREEMENT shall be instituted only in the state or federal courts of the State of Missouri.

SECTION TEN: PREPARATION OF AGREEMENT

This AGREEMENT has been prepared by the combined efforts of all the parties and their respective attorneys.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, CLAIMANT has duly executed this AGREEMENT
with the full intent and knowledge of being bound by the entirety of its provisions as set
forth above.

MICHAEL L. TINDLE,
Personal Representative of the Estate
of Bobbie Tindle

STATE OF _____)
)ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, personally appeared Michael L. Tindle,
of lawful age, who after first being duly sworn states that he read and understands the
foregoing document and acknowledges that he has executed the same as his personal
voluntary act and deed.

WITNESS my hand and seal this ____ day of September 2019.

NOTARY PUBLIC

My Commission:

WAIVER OF ATTORNEY'S LIEN

THE UNDERSIGNED AS ATTORNEYS FOR CLAIMANT, HEREBY APPROVES THIS SETTLEMENT AGREEMENT AND RELEASE AND WAIVES ANY CLAIMS FOR ATTORNEY'S LIENS THEY HAVE IN CONNECTION HEREWITH AND FURTHER CERTIFIES THAT THEY READ THE ENTIRETY OF THE FOREGOING DOCUMENT AND EXPLAINED SAME TO CLAIMANT.

DOUGLAS, HAUN & HEIDEMANN, P.C.
103 East Broadway
Bolivar, MO 65613

By: _____
Nickolas W. Allen

Attorneys for CLAIMANT