

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

)	
In re:	)	Chapter 11
)	
WINDSTREAM FINANCE, CORP., <i>et al.</i> , ¹	)	Case No. 19-22397 (RDD)
)	
Reorganized Debtors.	)	(Formerly Jointly Administered
	)	under Lead Case: Windstream
	)	Holdings, Inc., 19-22312)
)	
WINDSTREAM HOLDINGS, INC., <i>et al.</i> ,)	
)	
Plaintiffs,	)	Adv. Pro. No. 19-08246
)	
v.)	
)	
CHARTER COMMUNICATIONS, INC. and)	
CHARTER COMMUNICATIONS OPERATING, LLC,)	
)	
Defendants.)	
)	

**OBJECTION TO CHARTER’S MOTION
TO APPROVE SUPERSEDEAS BOND**

1. Windstream Finance, Corp. and its affiliates in the above-captioned Chapter 11 cases (collectively, “Windstream”) respectfully submit this objection to the Motion to Approve Amount of Supersedeas Bond submitted by Defendants Charter Communications, Inc. and Charter Communications Operating, LLC (collectively, “Charter”). (Adv. Proc. Dkt. No. 336).

2. On April 15, 2021, this Court entered a judgment against Charter, on a joint and several basis, of \$19,184,658.30, plus post-judgment interest at the applicable statutory rate

¹ The last four digits of Reorganized Debtor Windstream Finance, Corp.’s tax identification number are 5713. Due to the large number of Reorganized Debtors in these Chapter 11 cases, for which joint administration has been granted, a complete list of the Debtors 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 Reorganized Debtors’ claims and noticing agent at <http://www.kccllc.net/windstream>. The location of the Reorganized Debtors’ service address for purposes of these Chapter 11 cases is: 4001 North Rodney Parham Road, Little Rock, Arkansas 72212.



pursuant to 28 U.S.C. § 1961, along with all costs. (Adv. Proc. Dkt. No. 334). Charter has appealed that judgment to the District Court. (Adv. Proc. Dkt. No. 337). Charter now seeks a stay of the judgment pending appeal secured by a \$19.5 million supersedeas bond. (Adv. Proc. Dkt. No. 336).

3. Windstream does not oppose a stay of this Court's judgment provided that it is secured by an appropriate bond. Indeed, Windstream worked for weeks with Charter to negotiate an acceptable bond and counsel had reached an agreement among themselves on both the amount of the bond and the form of the bond. (A copy of the agreed bond is appended hereto as Exhibit 1). Unfortunately, the very next day, counsel for Charter asked for material changes to the agreed-upon form of the bond purportedly at the behest of its surety. (A copy of these changes is reflected in a redlined version of Exhibit 1 appended hereto as Exhibit 2). Charter's proposed changes are unacceptable for three reasons. *First*, the proposed scope of the bond is improper because it would cover both an appeal to the District Court *and* a future possible appeal to the Second Circuit. *Second*, the proposed bond does not cover the entirety of this Court's judgment because it expressly excludes additional costs and fees incurred by Windstream for enforcing the automatic stay on appeal. *Third*, the bond includes vague language that limits the surety's promise to pay in the event of a partial affirmance.

ARGUMENT

4. Rule 7062 of the Federal Rules of Bankruptcy Procedure governs the process for obtaining a stay of a judgment pending appeal from a bankruptcy court. Rule 7062 incorporates Rule 62 of the Federal Rules of Civil Procedure, which states in relevant part: "At any time after judgment is entered, a party may obtain a stay by providing a bond or other security. The stay takes effect when the court approves the bond or other security and remains in effect for the time

specified in the bond or other security.” FED. R. CIV. P. 62(b). The purpose of Rule 62(b) is to ensure “that the prevailing party will recover in full, if the decision should be affirmed, while protecting the other side against the risk that payment cannot be recouped if the decision should be reversed.” *In re Nassau Cty. Strip Search Cases*, 783 F.3d 414, 417 (2d Cir. 2015).

5. Rule 62 does not mandate the form of the bond or the amount. That is left to this Court’s sound discretion. *In re Adelphia Commc’ns Corp.*, 361 B.R. 337, 350 n.55 (S.D.N.Y. 2007). Typically, courts look to the requirements of former Rule 73(d) of the Federal Rules of Civil Procedure for guidance. *E.g.*, *Culwell v. Texas Equipment Co., Inc. (In re Texas Equip. Co., Inc.)*, 283 B.R. 222, 229 (Bankr. N.D. Tex. 2002); *Farmer v. Crocket Nat’l Bank (In re Swift Aire Lines, Inc.)*, 21 B.R. 12, 14 (B.A.P. 9th Cir. 1982). Former Rule 73(d) required that the amount of the bond include “the whole amount of the judgment remaining unsatisfied, costs on the appeal, interest, and damages for delay, unless the court after notice and hearing and for good cause shown fixes a different amount or orders security other than the bond.” *Poplar Grove Planting & Ref. Co. v. Bache Halsey Stuart, Inc.*, 600 F.2d 1189, 1191 (5th Cir. 1979); *Trans World Airlines, Inc. v. Hughes*, 314 F. Supp. 94 (S.D.N.Y.1970), *aff’d*, 515 F.2d 173 (2d Cir. 1975).

6. The amount of a money judgment may increase during the pendency of an appeal due to the accrual of post-judgment interest. Further, “the fees and expenses of outside counsel . . . related to enforcing the automatic stay and recovering the [awarded] damages”—which this Court has already held Windstream is entitled to—will continue to increase. (Adv. Proc. Dkt No. 332 at 25; *see also id.* at 23-24, 39-40). Given this reality, courts in the Southern District of New York have traditionally required that the appellant post a bond in the amount of 111% of the money judgment. *Murphy v. Arlington Cent. Sch. Dist. Bd. of Educ.*, No. 99-cv-9294, 2003 WL 22048775, at *1 (S.D.N.Y. Sept. 2, 2003) (“Ordinarily the Clerk requires that security

be given for 111% of the amount specified in the judgment or order from which the appeal will be taken.”) *See also Trans World Airlines*, 314 F. Supp. at 96 (then Local Rule 33 required a bond in no less than 111% of the judgment). “It is [appellant’s] duty to propose a plan that will provide adequate (or as adequate as possible) security for [appellee].” *Jack Frost Lab ’ys, Inc. v. Physicians & Nurses Mfg. Corp.*, No. 92-cv-9264, 1996 WL 479245, at *1 (S.D.N.Y. Aug. 23, 1996).

7. The bond proposed by Charter does not adhere to these principles. *First*, the proposed duration (and, as a result, the amount) of the bond is improper. Charter wants the bond to cover both an appeal to the District Court *and* any subsequent appeal by Charter to the Second Circuit. This is a problem for several reasons. To start, if the District Court renders a decision that Charter wishes to appeal, Charter will need to obtain a new stay from the *District Court* in order to stay the *District Court’s* adverse judgment. FED. R. BANKR. P. 8025(b). That stay would have to be secured by a separate bond that is reviewed and approved by the District Court. FED. R. BANKR. P. 8025(b)(4) (“A bond or other security may be required as a condition for granting or continuing a stay of the [District Court’s] judgment.”). In contrast, this Court’s authority to issue a stay secured by a bond is governed by different rules. *See* FED. R. BANKR. P. 7062, 8007. Because Charter’s notice of appeal generally divests this Court of jurisdiction over the proceeding, *Griggs v. Provident Consumer Disc. Co.*, 459 U.S. 56, 58 (1982), any remaining authority it has over the case is expressly “subject to the authority of the district court, BAP, or court of appeals.” FED. R. BANKR. P. 8007(e). This Court’s residual authority over the action does not encompass authority to approve a bond that would be used to stay the yet-to-be-issued judgment of a higher court. Moreover, the \$19.5 million bond proposed by Charter is inadequate to cover *both* this

Court's judgment and a future potential judgment by the District Court.² Windstream will incur years' worth of additional attorneys' fees, costs, and interest if Charter fights the Court's judgment through the Second Circuit. And, it is impossible to know at this point precisely how much additional money may be tacked onto the judgment as a result of those appeals. That is exactly why the appropriate course of action here would be for Charter to secure a new bond if and when it decides to appeal a future adverse judgment from the District Court. Indeed, this is exactly what the rules require. FED. R. BANKR. P. 8025(b).

8. *Second*, the form of the bond proposed by Charter does not cover the entire scope of this Court's judgment. This Court's judgment includes the fees and expenses of outside counsel . . . related to enforcing the automatic stay and recovering the [awarded] damages." (Adv. Proc. Dkt. No. 332 at 25.) Costs and fees incurred defending the judgment on appeal are "related to enforcing the automatic stay" just as much as those expended during the trial phase of these proceedings. Yet Charter's proposed form of bond is expressly limited to "costs incurred as a result of the stay and not as a result of prosecution of appeal." (Exhibit 2 appended hereto). So by its language, the proposed bond does not cover "the whole amount of the judgment remaining unsatisfied, costs on the appeal, interest, and damages for delay." *Poplar Grove*, 600 F.2d at 1191. And, Charter has not established "good cause" why the Court should approve a bond that on its face does not cover the entirety of its judgment. *Id.*

9. *Third*, Charter's proposed form of bond contains ambiguous and unnecessary language addressing what happens in the event of a partial affirmance by the District Court. Charter's proposed bond states that the bond applies to the extent "the Judgment is affirmed, in

² Indeed, it is doubtful that \$19.5 million will cover all of the interest, costs, and fees that will accrue from defending an appeal to the District Court. In the spirit of compromise, however, Windstream will not oppose a \$19.5 million bond if it covers only this Court's judgment through the appeal to the District Court.

whole or in part (*provided, that, if the Judgment is affirmed only in part, then this Promise to Pay applies solely with respect to the portion that is affirmed*).” (Exhibit 2 appended hereto) (emphasis added). The limiting language set out above in italics is vague and creates uncertainty as to exactly what must be paid and when. Because it “is important that the language contained in a supersedeas bond be clear and unambiguous,” the limitation proposed by Charter should be rejected. *Rand-Whitney Containerboard Ltd. P’ship v. Town of Montville*, 245 F.R.D. 65, 67 (D. Conn. 2007). Moreover, the limiting language serves no practical purpose. The term “Judgment” is a defined term in the bond that refers to this Court’s April 15, 2021 judgment. If the District Court only affirms part of that judgment, then Charter’s (and the surety’s) obligation to fulfill the judgment is limited accordingly because the term “Judgment” is limited by the mandate of the District Court. Put simply, the limitation that Charter seeks is already included in the form of bond proposed by Windstream. There is no need to insert additional, vague language that will only lead to future litigation over the terms of payment under the bond.

CONCLUSION

10. Windstream does not oppose a stay that is secured by an adequate bond. Any such bond, however, needs to ensure that Windstream, as the “prevailing party” will “will recover in full, if the decision should be affirmed.” *In re Nassau Cty. Strip Search Cases*, 783 F.3d at 417. For the reasons stated above, the bond proposed by Charter does not meet this standard. It should be denied.

Dated: May 11, 2021
New York, NY

/s/ Terence P. Ross
Terence P. Ross
Shaya Rochester
KATTEN MUCHIN ROSENMAN LLP
575 Madison Avenue
New York, NY 10022
Telephone: (212) 940-8800
Facsimile: (212) 940-8876
Email: terence.ross@katten.com
srochester@katten.com

Conflicts Counsel to the Reorganized Debtors

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of May 2021, I caused a true and correct copy of the foregoing document to be filed electronically using the CM/ECF System, which will then send a notification of such filing (NEF) to all counsel of record in this lawsuit.

Dated: May 11, 2021

/s/ Terence P. Ross

Terence P. Ross

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

_____)	
In re:	)	Chapter 11
)	
WINDSTREAM FINANCE, CORP., <i>et al.</i>,	)	Case No. 22397 (RDD)
)	
Debtors.	)	(Formerly Jointly Administered
	)	under Lead Case Windstream
	)	Holdings, Inc., 19-22312)
_____)	
)	
WINDSTREAM HOLDINGS, INC., <i>et al.</i> ,)	
)	
Plaintiffs,	)	Adv. Pro. No. 19-08246
)	
vs.)	
)	
CHARTER COMMUNICATIONS, INC.)	
and CHARTER COMMUNICATIONS)	
OPERATING, LLC,)	
)	
Defendants.)	
_____)	

SUPERSEDEAS BOND

Recitals

1. On April 15, 2021, the United States Bankruptcy Court for the Southern District of New York entered judgment (Adv. Dkt. 334) (the “Judgment”), on a joint and several basis, against Charter Communications, Inc. and Charter Communications Operating, LLC (together, the “Appellants”) and in favor of Windstream Holdings, Inc. (and the other 204 plaintiffs appearing on **Exhibit A**) (collectively, the “Plaintiffs”).

2 Appellants intend to file a notice of appeal with the bankruptcy clerk and to appeal the Judgment in favor of the Plaintiffs before the United States District Court for the Southern District of New York (the “District Court”). Appellants seek to stay enforcement of the Judgment pending determination of the appeal by the District Court.

Promise to Pay

Appellants (on a joint and several basis), as principals, and _____, as surety, each undertake and promise to pay to the Plaintiffs the Judgment, including post-judgment interest at the applicable statutory rate pursuant to 28 U.S.C. § 1961, along with all costs, up to the sum of NINETEEN MILLION, FIVE HUNDRED THOUSAND, AND 0/100 DOLLARS (\$19,500,000.00) within five business days of the occurrence of any of the following events, whichever is earliest:

- a. the Judgment is affirmed, in whole or in part, on appeal by the District Court, or
- b. the appeal is dismissed by the District Court.

<p>For the principals:</p> <p>CHARTER COMMUNICATIONS, INC.</p> <p>By _____ print _____ title _____</p> <p>Dated: _____</p> <p>CHARTER COMMUNICATIONS OPERATING, LLC</p> <p>By _____ print _____ title _____</p> <p>Dated: _____</p>	<p>For the surety:</p> <p>_____ [surety]</p> <p>By _____ print _____ title _____</p> <p>Dated: _____</p> <p>_____ address _____</p> <p>_____ tel. _____</p>
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APPROVED: April ____, 2021

United States Bankruptcy Court
Southern District of New York

Exhibit A to Appellant's Supersedeas Bond

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

_____)	
In re:	)	Chapter 11
)	
WINDSTREAM FINANCE, CORP., <i>et al.</i>,	)	Case No. 22397 (RDD)
)	
Debtors.	)	(Formerly Jointly Administered
	)	under Lead Case Windstream
	)	Holdings, Inc., 19-22312)
_____)	
)	
WINDSTREAM HOLDINGS, INC., <i>et al.</i> ,)	
)	
Plaintiffs,	)	Adv. Pro. No. 19-08246
)	
vs.)	
)	
CHARTER COMMUNICATIONS, INC.)	
and CHARTER COMMUNICATIONS)	
OPERATING, LLC,)	
)	
Defendants.)	
_____)	

SUPERSEDEAS BOND

Recitals

1. On April 15, 2021, the United States Bankruptcy Court for the Southern District of New York entered judgment (Adv. Dkt. 334) (the “Judgment”), on a joint and several basis, against Charter Communications, Inc. and Charter Communications Operating, LLC (together, the “Appellants”) and in favor of Windstream Holdings, Inc. (and the other 204 plaintiffs appearing on **Exhibit A**) (collectively, the “Plaintiffs”).

2 Appellants intend to file a notice of appeal with the bankruptcy clerk and to appeal the Judgment in favor of the Plaintiffs before the United States District Court for the Southern District of New York ~~(the “District Court”)~~ and/or the U.S. Court of Appeals for the Second Circuit (each, a “Appellate Court”). Appellants seek to stay enforcement of the Judgment pending determination of the appeal by the ~~District Court~~ Appellate Courts.

Promise to Pay

Appellants (on a joint and several basis), as principals, and Federal Insurance Company, as surety, each undertake and promise to pay to the Plaintiffs the Judgment, including post-judgment interest at the applicable statutory rate pursuant to 28 U.S.C. § 1961, along with all costs incurred as a result of the stay and not as a result of prosecution of appeal, up to the sum of NINETEEN MILLION, FIVE HUNDRED THOUSAND, AND 0/100 DOLLARS (\$19,500,000.00) within ~~five-business~~thirty days of the occurrence of any of the following events, whichever is earliest:

- a. the Judgment is affirmed, in whole or in part, ~~on~~ (provided, that, if the Judgment is affirmed only in part, then this Promise to Pay applies solely with respect to the portion that is affirmed), by either of the Appellate Courts, which affirmance is not stayed pending further appeal ~~by the District Court~~, or
- b. the appeal is dismissed by ~~the District~~ either Appellate Court.

<p>For the principals:</p> <p>CHARTER COMMUNICATIONS, INC.</p> <p>By _____ print _____ title _____ title</p> <p>Dated: _____</p> <p>CHARTER COMMUNICATIONS OPERATING, LLC</p> <p>By _____ print _____ title _____ title</p> <p>Dated: _____</p>	<p>For the surety:</p> <p>_____ [surety] <u>FEDERAL INSURANCE COMPANY</u></p> <p>By _____ print _____ title _____ title</p> <p>Dated: _____</p> <p>_____ address _____ address _____ address</p> <p>_____ tel. _____ tel. _____ tel.</p>
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APPROVED: ~~April~~ _____, 2021

United States Bankruptcy Court
Southern District of New York

Exhibit A to ~~Appellant's~~ Appellants' Supersedeas Bond

**Windstream Holdings, Inc., et. al.
Debtor List**

Debtor Name	Case No.
Windstream Holdings, Inc.	19-22312
A.R.C. Networks, Inc.	19-22338
Allworx Corp.	19-22345
American Telephone Company LLC	19-22349
ARC Networks, Inc.	19-22362
ATX Communications, Inc.	19-22368
ATX Licensing, Inc.	19-22371
ATX Telecommunications Services of Virginia, LLC	19-22377
Birmingham Data Link, LLC	19-22382
BOB, LLC	19-22387
Boston Retail Partners, LLC	19-22392
BridgeCom Holdings, Inc.	19-22403
BridgeCom International, Inc.	19-22408
BridgeCom Solutions Group, Inc.	19-22428
Broadview Networks of Massachusetts, Inc.	19-22440
Broadview Networks of Virginia, Inc.	19-22454
Broadview Networks, Inc.	19-22456
Broadview NP Acquisition Corp.	19-22461
Buffalo Valley Management Services, Inc.	19-22463
Business Telecom of Virginia, Inc.	19-22466
Business Telecom, LLC	19-22469
BV-BC Acquisition Corporation	19-22471
Cavalier IP TV, LLC	19-22474
Cavalier Services, LLC	19-22313
Cavalier Telephone Mid-Atlantic, L.L.C.	19-22315
Cavalier Telephone, L.L.C.	19-22317
CCL Historical, Inc.	19-22319
Choice One Communications of Connecticut, Inc.	19-22322
Choice One Communications of Maine, Inc.	19-22324
Choice One Communications of Massachusetts, Inc.	19-22326
Choice One Communications of New York, Inc.	19-22329
Choice One Communications of Ohio, Inc.	19-22331
Choice One Communications of Pennsylvania, Inc.	19-22332
Choice One Communications of Rhode Island, Inc.	19-22335
Choice One Communications of Vermont, Inc.	19-22339
Choice One Communications Resale, L.L.C.	19-22341
Choice One of New Hampshire, Inc.	19-22344
Cinergy Communications Company of Virginia, LLC	19-22353
Conestoga Enterprises, Inc.	19-22356
Conestoga Management Services, Inc.	19-22358
Conestoga Wireless Company	19-22360
Connecticut Broadband, LLC	19-22363
Connecticut Telephone & Communication Systems, Inc.	19-22365

**Windstream Holdings, Inc., et. al.
Debtor List**

Debtor Name	Case No.
Conversent Communications Long Distance, LLC	19-22366
Conversent Communications of Connecticut, LLC	19-22369
Conversent Communications of Maine, LLC	19-22372
Conversent Communications of Massachusetts, Inc.	19-22375
Conversent Communications of New Hampshire, LLC	19-22378
Conversent Communications of New Jersey, LLC	19-22380
Conversent Communications of New York, LLC	19-22384
Conversent Communications of Pennsylvania, LLC	19-22386
Conversent Communications of Rhode Island, LLC	19-22388
Conversent Communications of Vermont, LLC	19-22391
Conversent Communications Resale, L.L.C.	19-22394
CoreComm Communications, LLC	19-22399
CoreComm-ATX, Inc.	19-22401
CTC Communications Corporation	19-22405
CTC Communications of Virginia, Inc.	19-22407
D&E Communications, LLC	19-22411
D&E Management Services, Inc.	19-22414
D&E Networks, Inc.	19-22417
D&E Wireless, Inc.	19-22419
DeltaCom, LLC	19-22423
EarthLink Business, LLC	19-22427
EarthLink Carrier, LLC	19-22430
Equity Leasing, Inc.	19-22432
Eureka Broadband Corporation	19-22435
Eureka Holdings, LLC	19-22437
Eureka Networks, LLC	19-22438
Eureka Telecom of VA, Inc.	19-22442
Eureka Telecom, Inc.	19-22445
Georgia Windstream, LLC	19-22447
Heart of the Lakes Cable Systems, Inc.	19-22451
Infocore, Inc.	19-22314
InfoHighway Communications Corporation	19-22318
Info-Highway International, Inc.	19-22321
InfoHighway of Virginia, Inc.	19-22325
Intellifiber Networks, LLC	19-22328
Iowa Telecom Data Services, L.C.	19-22330
Iowa Telecom Technologies, LLC	19-22333
IWA Services, LLC	19-22336
KDL Holdings, LLC	19-22337
LDMI Telecommunications, LLC	19-22342
Lightship Telecom, LLC	19-22346
MASSCOMM, LLC	19-22347
McLeodUSA Information Services LLC	19-22350

**Windstream Holdings, Inc., et. al.
Debtor List**

Debtor Name	Case No.
McLeodUSA Purchasing, L.L.C.	19-22352
McLeodUSA Telecommunications Services, L.L.C.	19-22355
MPX, Inc.	19-22357
Nashville Data Link, LLC	19-22361
Network Telephone, LLC	19-22364
Norlight Telecommunications of Virginia, LLC	19-22367
Oklahoma Windstream, LLC	19-22370
Open Support Systems, LLC	19-22373
PaeTec Communications of Virginia, LLC	19-22376
PaeTec Communications, LLC	19-22311
PAETEC Holding, LLC	19-22381
PAETEC iTel, L.L.C.	19-22385
PAETEC Realty LLC	19-22389
PAETEC, LLC	19-22393
PCS Licenses, Inc.	19-22396
Progress Place Realty Holding Company, LLC	19-22398
RevChain Solutions, LLC	19-22402
SM Holdings, LLC	19-22406
Southwest Enhanced Network Services, LLC	19-22409
Talk America of Virginia, LLC	19-22412
Talk America, LLC	19-22416
Teleview, LLC	19-22420
Texas Windstream, LLC	19-22316
The Other Phone Company, LLC	19-22323
Trinet, LLC	19-22327
TruCom Corporation	19-22334
US LEC Communications LLC	19-22340
US LEC of Alabama LLC	19-22343
US LEC of Florida LLC	19-22348
US LEC of Georgia LLC	19-22351
US LEC of Maryland LLC	19-22379
US LEC of North Carolina LLC	19-22383
US LEC of Pennsylvania LLC	19-22395
US LEC of South Carolina LLC	19-22404
US LEC of Tennessee LLC	19-22410
US LEC of Virginia LLC	19-22415
US Xchange of Illinois, L.L.C.	19-22425
US Xchange of Indiana, L.L.C.	19-22436
US Xchange of Michigan, L.L.C.	19-22443
US Xchange of Wisconsin, L.L.C.	19-22450
US Xchange, Inc.	19-22455
Valor Telecommunications of Texas, LLC	19-22460
WaveTel NC License Corporation	19-22465

**Windstream Holdings, Inc., et. al.
Debtor List**

Debtor Name	Case No.
WIN Sales & Leasing, Inc.	19-22470
Windstream Accucomm Networks, LLC	19-22472
Windstream Accucomm Telecommunications, LLC	19-22475
Windstream Alabama, LLC	19-22478
Windstream Arkansas, LLC	19-22483
Windstream Buffalo Valley, Inc.	19-22487
Windstream Business Holdings, LLC	19-22310
Windstream BV Holdings, LLC	19-22494
Windstream Cavalier, LLC	19-22500
Windstream Communications Kerrville, LLC	19-22424
Windstream Communications Telecom, LLC	19-22429
Windstream Communications, LLC	19-22433
Windstream Concord Telephone, LLC	19-22439
Windstream Conestoga, Inc.	19-22446
Windstream CTC Internet Services, Inc.	19-22448
Windstream D&E Systems, LLC	19-22452
Windstream D&E, Inc.	19-22457
Windstream Direct, LLC	19-22459
Windstream Eagle Holdings, LLC	19-22464
Windstream Eagle Services, LLC	19-22467
Windstream EN-TEL, LLC	19-22390
Windstream Finance Corp.	19-22397
Windstream Florida, LLC	19-22413
Windstream Georgia Communications, LLC	19-22418
Windstream Georgia Telephone, LLC	19-22422
Windstream Georgia, LLC	19-22426
Windstream Holding of the Midwest, Inc.	19-22431
Windstream Iowa Communications, LLC	19-22434
Windstream Iowa-Comm, LLC	19-22441
Windstream IT-Comm, LLC	19-22444
Windstream KDL, LLC	19-22449
Windstream KDL-VA, LLC	19-22453
Windstream Kentucky East, LLC	19-22458
Windstream Kentucky West, LLC	19-22462
Windstream Kerrville Long Distance, LLC	19-22468
Windstream Lakedale Link, Inc.	19-22473
Windstream Lakedale, Inc.	19-22477
Windstream Leasing, LLC	19-22482
Windstream Lexcom Communications, LLC	19-22486
Windstream Lexcom Entertainment, LLC	19-22491
Windstream Lexcom Long Distance, LLC	19-22498
Windstream Lexcom Wireless, LLC	19-22502
Windstream Mississippi, LLC	19-22504

**Windstream Holdings, Inc., et. al.
Debtor List**

Debtor Name	Case No.
Windstream Missouri, LLC	19-22506
Windstream Montezuma, LLC	19-22508
Windstream Nebraska, Inc.	19-22510
Windstream Network Services of the Midwest, Inc.	19-22511
Windstream New York, Inc.	19-22512
Windstream Norlight, LLC	19-22513
Windstream North Carolina, LLC	19-22514
Windstream NorthStar, LLC	19-22515
Windstream NTI, LLC	19-22516
Windstream NuVox Arkansas, LLC	19-22517
Windstream NuVox Illinois, LLC	19-22518
Windstream NuVox Indiana, LLC	19-22519
Windstream NuVox Kansas, LLC	19-22476
Windstream NuVox Missouri, LLC	19-22480
Windstream NuVox Ohio, LLC	19-22484
Windstream NuVox Oklahoma, LLC	19-22489
Windstream NuVox, LLC	19-22492
Windstream of the Midwest, Inc.	19-22496
Windstream Ohio, LLC	19-22501
Windstream Oklahoma, LLC	19-22503
Windstream Pennsylvania, LLC	19-22505
Windstream Services, LLC	19-22400
Windstream SHAL Networks, Inc.	19-22507
Windstream SHAL, LLC	19-22509
Windstream Shared Services, LLC	19-22479
Windstream South Carolina, LLC	19-22481
Windstream Southwest Long Distance, LLC	19-22485
Windstream Standard, LLC	19-22488
Windstream Sugar Land, LLC	19-22490
Windstream Supply, LLC	19-22493
Windstream Systems of the Midwest, Inc.	19-22495
Windstream Western Reserve, LLC	19-22497
XETA Technologies, Inc.	19-22499

Document comparison by Workshare 9.5 on Tuesday, May 11, 2021 10:28:48 AM

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Document 1 ID	file:///C:/Users/srochest/AppData/Local/Temp/Workshare/wmtemp4944/WIN - Exhibit A for Bond Objection.docx
Description	WIN - Exhibit A for Bond Objection
Document 2 ID	file:///C:/Users/srochest/AppData/Local/Temp/Workshare/wmtemp4944/Supersedeas Bond.docx
Description	Supersedeas Bond
Rendering set	Firm Word - Adds Double Underline, Delete Strikethrough

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	10
Deletions	11
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	21

