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Brian Hockett (pro hac vice) One US Bank Plaza St. Louis, MO 63101

Telephone: (314) 552-6000 Facsimile: (314) 552-7000

Counsel for Defendants-Appellants Charter Communications, Inc. and Charter Communications Operating, LLC

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

In re:) Chapter 11
WINDSTREAM FINANCE, CORP., et al.,) Case No. 19-22397 (RDD)
Debtors.	 (Formerly Jointly Administered under Lead Case Windstream Holdings, Inc., 19-22312)
WINDSTREAM HOLDINGS, INC., et al.,)
Plaintiffs,) Adv. Pro. No. 19-08246
vs.)
CHARTER COMMUNICATIONS, INC. and CHARTER COMMUNICATIONS OPERATING, LLC,))) Related Case Nos.) 19-cv-09354
Defendants.)



DEFENDANTS-APPELLANTS' NOTICE OF FILING ATTACHMENTS

Defendants Charter Communications, Inc. and Charter Communications Operating, LLC ("Defendants-Appellants"), by and through their undersigned counsel, hereby file attachments to their Designation of the Record and Statement of Issues to be Presented on Appeal filed with the Court on May 13, 202. Due to the Court's document size limitations, it is necessary to file these attachments separately.

Dated: May 13, 2021 Respectfully submitted,

THOMPSON COBURN LLP

By /s/ Brian Hockett

Brian Hockett (pro hac vice)
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314-552-6000
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Counsel for Defendants-Appellants Charter Communications, Inc. and Charter Communications Operating, LLC

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of May, 2021, I served a copy of the foregoing *Defendants-Appellants' Notice of Filing Attachments* via operation of the Court's Electronic Filing System upon all counsel of record in the adversary proceeding.

/s/ Brian Hockett

Terence P. Ross
Tami Kameda Sims (admitted pro hac vice)
Shaya Rochester

KATTEN MUCHIN ROSENMAN LLP

575 Madison Avenue New York, NY 10022 Telephone: (212) 940-8800 Facsimile: (212) 940-8776

Conflicts Counsel to the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

) Chapter 11
) Case No. 19-22312 (RDD)
) (Jointly Administered)
)
) Adv. Pro. No. 19-08246
)
)))
)))

INITIAL DISCLOSURES OF PLAINTIFF WINDSTREAM HOLDINGS, INC. AND AFFILIATED DEBTORS

¹ 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.

Pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure and Rule 7026 of the Federal Rules of Bankruptcy Procedure, the debtors and debtors in possession in the above-captioned Chapter 11 cases (collectively, the "Debtors" or "Windstream") provide the following initial disclosures to Defendants Charter Communications, Inc. and Charter Communications Operating, LLC (collectively, "Charter").

The disclosures contained herein are based solely on information and documents as presently available and known to Windstream as of the date of these disclosures. Windstream reserves the right to clarify, supplement, and/or amend these disclosures at a later date. In making its disclosures, Windstream does not waive any objections based upon relevance, materiality, competence, privilege, immunity from disclosure or other grounds.

A. DISCLOSURES UNDER FRCP 26(a)(1)(A)(i): INDIVIDUALS

Windstream discloses the following individuals, presently known to Windstream, pursuant to Fed. R. Civ. Pro. 26(a)(1)(A)(i), that may have information that Windstream may use to support its claims and/or defenses. By indicating the general subject matter of information that witnesses possess, Windstream is not representing that this is the only relevant information that these witnesses possess.

Windstream Employees

The following Windstream employees may be contacted through Windstream's counsel of record:

1. Lewis Langston

- Windstream's Chapter 11 Cases;
- Windstream's operations and business prior to the Chapter 11 filing;
- Windstream's Kinetic internet campaign;

- Charter's false advertising campaign regarding Windstream's Chapter 11 filing;
- Windstream's cease and desist letters to Charter;
- Customer confusion caused by Charter's false advertising campaign;
- The harm to Windstream caused by Charter's false advertising campaign;
- Charter's disconnection of Windstream customers in or around March 2019; and
- Charter's disconnection of Windstream customers after the Court's Temporary
 Restraining Order and Preliminary Injunction Order.
- 2. Jerry Wayne Parrish
 - Statements made by Charter direct sales representative Emmitt Walker on or around April 8, 2019.
- 3. *Shonne Bandy*
 - Disconnection of Windstream customer by Charter in May 2019.
- 4. Timothy Wyatt
 - Windstream customer's complaint of false statements made by Charter employee,
 Latisha Truong, regarding Windstream's bankruptcy on or around May 9, 2019.

Charter Employees, Agents, and/or Representatives

The following Charter employees may presumably be contacted through Charter's counsel of record:

- 1. Kelly Atkinson
 - Charter's false advertising campaign, including the decision to launch the campaign, the design of the advertisements, the recipients and geographic scope of the campaign, and the use of the advertisements;

- Communications with present or potential customers referring to Windstream;
 and
- Windstream customers that switched to Charter.

2. Keith Dardis

- The role of Charter direct sales representatives; advertising campaigns conducted by Charter direct sales representatives;
- Disconnection of Windstream customers by Charter; and
- Communications to Charter employees regarding the Court's Temporary Restraining Order and Preliminary Injunction.

3. Jennifer Smith

- The design of Charter's advertisements relating to Windstream's Chapter 11 cases, including the design of the outer envelope; and
- Internal communications relating to Charter's false advertising campaign regarding Windstream's Chapter 11 cases.

4. Chris Czekaj

- Charter's false advertising campaign, including the decision to launch the campaign, the design of the advertisements, the recipients and geographic scope of the campaign, and the use of the advertisements; and
- Internal communications relating to Charter's false advertising campaign regarding Windstream's Chapter 11 cases.

5. R2 Creative

 The design of Charter's advertisements relating to Windstream's Chapter 11 cases, including the design of the outer envelope; and Internal communications relating to Charter's false advertising campaign regarding Windstream's Chapter 11 cases.

6. Latisha Truong

- Statements made on or around May 2019 to Windstream customers regarding Windstream's Chapter 11 filing.
- 7. Additional Charter employees, agents, and/or representatives
 - The design of Charter's advertisements relating to Windstream's Chapter 11 cases, including the design of the outer envelope;
 - Internal communications relating to Charter's false advertising campaign regarding Windstream's Chapter 11 cases;
 - The training of Charter's representatives and agents relating to Windstream's Chapter 11 cases;
 - Windstream customers that have switched their service to Charter from February
 2019 through the present;
 - Customer responses and customer confusion arising from Charter's false advertising campaign relating to Windstream's Chapter 11 cases;
 - Charter's profits relating to its false advertising campaign concerning
 Windstream's Chapter 11 cases;
 - Customer calls or communications from Windstream customers whose services were disconnected or terminated under the Spectrum Business Value Added Reseller Agreement from February 2019 through the present;

- The interruption or disconnection of service to Windstream customers between February 2019 through the present, including but not limited to, the disconnection of Windstream customer in San Antonio, Texas;
- Charter's efforts to comply with the Bankruptcy Court's April 16, 2019
 Temporary Restraining Order, including any violations thereof;
- Charter's efforts to comply with the Bankruptcy Court's May 16, 2019
 Preliminary Injunction, including any violations thereof; and
- Charter's efforts to comply with the Bankruptcy Court's automatic stay, including any violations thereof.

Windstream reserves the right to disclose additional witnesses to supplement its initial disclosures as additional information becomes known or available to it.

B. DISCLOSURES UNDER FRCP26(a)(1)(A)(ii): DOCUMENTS

Pursuant to FRCP 26(a)(1)(A)(ii), Windstream identifies the following categories of documents and tangible things that, unless otherwise noted, are in the possession, custody, or control of Windstream, and that Windstream may use to support its claims or defenses (unless solely for impeachment):

- Documents relating to the products and services provided by Windstream;
- Documents relating to the targeted customers and geographic regions for which
 Windstream offers its products and services;
- Documents filed with the United States Patent and Trademark Office in connection with Windstream's registrations for its WINDSTREAM trademarks (publicly available);
- Windstream's Chapter 11 filings (publicly available);

- Documents relating to Windstream's operations throughout its Chapter 11 cases;
- Documents relating Windstream's Kinetic internet advertising campaign;
- Documents relating to Charter's false advertising campaign concerning
 Windstream's Chapter 11 cases;
- Documents relating to Windstream's customer responses to Charter's false advertising campaign;
- Documents relating to customer confusion caused by Charter's false advertising campaign;
- Documents relating to the harm to Windstream caused by Charter's false advertising campaign;
- Documents relating to damage control efforts that Windstream has had to undertake in response to Charter's false advertising campaign;
- Documents relating to Charter's violations of the Court's Temporary Restraining
 Order;
- Documents relating to Charter's violation of the Bankruptcy Court's automatic stay;
- Documents relating to agreements between Windstream and Charter for the provision of "last mile" services; and
- Communications between Windstream and Charter.

Windstream may also rely on documents that are in the possession, custody or control of Charter and/or third parties, as well as documents that Windstream may learn of, find, or determine are significant. Windstream reserves the right to supplement its initial disclosures as

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such documents become known and available to it, and once additional information regarding its claims can be adequately ascertained through discovery.

C. DISCLOSURES UNDER FRCP26(a)(1)(A)(iii): DAMAGES

In its Complaint, Windstream seeks, among other things, a permanent injunction enjoining Charter from engaging in any advertising that falsely states or implies that Windstream's Chapter 11 filing means that it is going out of business or will impair or otherwise adversely impact Windstream's ability to provide service to its customers. Windstream also seeks an award of Charter's profits, Windstream's lost profits, and monetary damages, caused by Charter as a result of its false and misleading advertising, in addition to treble and punitive damages, attorneys' fees, costs, and any pre-judgment and post-judgment interest. Windstream also seeks equitable subordination and/or equitable disallowance of any and all claims asserted by Charter against the Debtors, and any other equitable relief as the Court may deem just and proper.

At this time, due to the need for discovery relating to Charter's profits and the continuing investigation regarding Windstream's lost profits and the potential need for expert discovery on the topic, Windstream is unable to estimate the range of provable damages.

D. DISCLOSURES UNDER FRCP26(a)(1)(A)(iv): INSURANCE

Windstream is presently unaware of any insurance agreement applicable to the claims asserted in the Complaint, and thus has no disclosure relevant to Rule 26(a)(1)(A)(iv) of the Federal Rules of Civil Procedure.

Dated: June 19, 2019 /s/ Terence P. Ross

Terence P. Ross

Tami Kameda Sims (admitted pro hac vice)

Shaya Rochester

KATTEN MUCHIN ROSENMAN LLP

575 Madison Avenue New York, NY 10022 Telephone: (212) 940-8800 Facsimile: (212) 940-8876

Email: terence.ross@kattenlaw.com tami.sims@kattenlaw.com srochester@kattenlaw.com

Conflicts Counsel to the Debtors and Debtors in Possession

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CERTIFICATE OF SERVICE

I hereby certify that on this 19th day of June 2019, a true and correct copy of the *INITIAL DISCLOSURES OF DEBTORS AND PLAINTIFF WINDSTREAM HOLDINGS, INC.* was served by email on all counsel of record in the adversary proceeding.

Dated: June 19, 2019 /s/ Tami Kameda Sims
Tami Kameda Sims

Terence P. Ross Michael R. Justus (pro hac vice pending) Shaya Rochester

KATTEN MUCHIN ROSENMAN LLP

575 Madison Avenue New York, NY 10022 Telephone: (212) 940-8800 Facsimile: (212) 940-8776

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., et al., ¹) Case No. 19-22312 (RDD)
Debtors.) (Jointly Administered)
WINDSTREAM HOLDINGS, INC., et al.,)
Plaintiffs,) Adv. Pro. No. 19-08246
vs.)
CHARTER COMMUNICATIONS, INC. and CHARTER COMMUNICATIONS OPERATING, LLC,))
Defendants.)))

¹ 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.

SUPPLEMENTAL INITIAL DISCLOSURES OF PLAINTIFF WINDSTREAM HOLDINGS, INC. AND AFFILIATED DEBTORS

Pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure and Rule 7026 of the Federal Rules of Bankruptcy Procedure, the debtors and debtors in possession in the above-captioned Chapter 11 cases (collectively, the "Debtors" or "Windstream") provide the following supplemental initial disclosures to Defendants Charter Communications, Inc. and Charter Communications Operating, LLC (collectively, "Charter").

The disclosures contained herein are based solely on information and documents as presently available and known to Windstream as of the date of these disclosures. Windstream reserves the right to clarify, supplement, and/or amend these disclosures at a later date. In making its disclosures, Windstream does not waive any objections based upon relevance, materiality, competence, privilege, immunity from disclosure or other grounds.

A. INDIVIDUALS

Pursuant to Fed. R. Civ. Pro. 26(a)(1)(A)(i) of the Federal Rules of Civil Procedure, Windstream discloses the following individuals that may have information that Windstream may use to support its claims and/or defenses in this lawsuit. By indicating the general subject matter of information that witnesses possess, Windstream is not representing that this is the only relevant information that these witnesses possess.

At least the following individuals are believed to have discoverable information on the indicated subject(s) that may be used to support Windstream's claims and defenses.

Name and Contact Information	Subject(s)
Jeffrey Auman	Windstream's Chapter 11 Cases;
Executive Vice President, Sales and Marketing	Windstream's operations and business prior
Windstream Holdings, Inc.	to the Chapter 11 filing;
	Windstream's Kinetic internet campaign;
11329 W. 160th Street	• Charter's false advertising campaign
Overland Park, KS 66221	regarding Windstream's Chapter 11 filing;
	Windstream's cease and desist letters to
	Charter;
	Customer confusion caused by Charter's
	false advertising campaign;
	• The harm to Windstream caused by
	Charter's false advertising campaign;
	Charter's disconnection of Windstream
	customers in or around March 2019;
	Charter's disconnection of Windstream
	customers after the Court's Temporary
	Restraining Order and Preliminary
	Injunction Order;
	Windstream's corrective advertising efforts
	in response to Charter's false advertising
	campaign; and
	• Windstream's responses to Charter's
	discovery requests in this proceeding.

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Lewis Langston	Windstream's Chapter 11 Cases;
Retired	Windstream's operations and business prior
Windstream Holdings, Inc.	to the Chapter 11 filing;
	Windstream's Kinetic internet campaign;
Address Unknown	• Charter's false advertising campaign
	regarding Windstream's Chapter 11 filing;
	Windstream's cease and desist letters to
	Charter;
	Customer confusion caused by Charter's
	false advertising campaign;
	• The harm to Windstream caused by
	Charter's false advertising campaign;
	Charter's disconnection of Windstream
	customers in or around March 2019; and
	Charter's disconnection of Windstream
	customers after the Court's Temporary
	Restraining Order and Preliminary
	Injunction Order.
Jerry Wayne Parrish	• Statements made by Charter direct sales
Vice President of Kinetic National Sales	representative Emmitt Walker on or around
Windstream Holdings, Inc.	April 8, 2019.
-	
2208 Customs House Court	
Raleigh, NC 27615	
Shonne Bandy	Disconnection of Windstream customer by
Trouble Resolution Specialist II	Charter in May 2019.
Windstream Holdings, Inc.	•
-	
3000 Columbia House Blvd	
Suite 106	
Vancouver, WA 98661	
Timothy Wyatt	Windstream customer's complaint of false
Customer Service Technician	statements made by Charter employee,
Windstream Holdings, Inc.	Latisha Truong, regarding Windstream's
<i>C ,</i>	bankruptcy on or around May 9, 2019.
776 Hopewell Drive	
Heath, OH 43056	
,	

Kelly Atkinson	• Charter's false advertising campaign,
Head of Consumer Marketing of Small and	including the decision to launch the
Medium Businesses	campaign, the design of the
Charter Communications, Inc.	advertisements, the recipients and
	geographic scope of the campaign, and the
Address Unknown	use of the advertisements;
	• Communications with present or potential
	customers referring to Windstream; and
	• Windstream customers that switched to
	Charter.
Keith Dardis	• The role of Charter direct sales
Vice President of Small and Medium Business	representatives; authorized or
and Residential Direct Sales	unauthorized advertising campaigns
Charter Communications, Inc.	conducted by Charter direct sales
	representatives;
Address Unknown	• Disconnection of Windstream customers
	by Charter; and
	• Communications to Charter employees
	regarding the Court's Temporary
	Restraining Order and Preliminary
Jennifer Smith	Injunction.
Charter Communications, Inc.	• The design of Charter's advertisements relating to Windstream's Chapter 11 cases.
Charter Communications, me.	including the design of the outer envelope:
Address Unknown	and
Address Chinown	 Internal communications relating to
	Charter's false advertising campaign
	regarding Windstream's Chapter 11 cases.
Chris Czekaj	Charter's false advertising campaign.
Charter Communications, Inc.	including the decision to launch the
,	campaign, the design of the
Address Unknown	advertisements, the recipients and
	geographic scope of the campaign, and the
	use of the advertisements; and
	• Internal communications relating to
	Charter's false advertising campaign
	regarding Windstream's Chapter 11 cases.

Emmitt Walker	The distribution of false advertisement by
Charter Communications, Inc.	Charter employees;
Charter Communications, inc.	Charter employees,Charter's false advertising campaign;
1801 Elyria Avenue	Statements made by Charter employees
Lorain, OH 44055	that Windstream would no longer provide
	its services in the future; and
	Charter's communications to employees
	regarding the Court's Temporary
	Restraining Order and Preliminary
	Injunction.
Andrew Sites	The distribution of false advertisement by
Charter Communications, Inc.	Charter employees;
Charter Communications, inc.	Charter employees,Charter's false advertising campaign;
3100 Elida Road	Statements made by Charter employees
Lima, OH 45805	that Windstream would no longer provide
.,, -	its services in the future; and
	Charter's communications to employees
	regarding the Court's Temporary
	Restraining Order and Preliminary
	Injunction.
R2 Creative	The design of Charter's advertisements
	relating to Windstream's Chapter 11 cases,
Address Unknown	including the design of the outer envelope;
	and
	• Internal communications relating to
	Charter's false advertising campaign
	regarding Windstream's Chapter 11 cases.
RAPP Worldwide, Inc.	The design of Charter's advertisements
	relating to Windstream's Chapter 11 cases;
220 East 42nd Street	and
New York, NY 10017	• Internal communications relating to
	Charter's false advertising campaign
	regarding Windstream's Chapter 11 cases.
Latisha Truong	Statements made on or around May 2019
	to Windstream customers regarding
Address Unknown	Windstream's Chapter 11 filing.

Additional Charter employees, agents, and/or representatives

- The design of Charter's advertisements relating to Windstream's Chapter 11 cases, including the design of the outer envelope;
- Internal communications relating to Charter's false advertising campaign regarding Windstream's Chapter 11 cases;
- The training of Charter's representatives and agents relating to Windstream's Chapter 11 cases;
- Windstream customers that have switched their service to Charter from February 2019 through the present;
- Customer responses and customer confusion arising from Charter's false advertising campaign relating to Windstream's Chapter 11 cases;
- Charter's profits relating to its false advertising campaign concerning Windstream's Chapter 11 cases;
- Customer calls or communications from Windstream customers whose services were disconnected or terminated under the Spectrum Business Value Added Reseller Agreement from February 2019 through the present;
- The interruption or disconnection of service to Windstream customers between February 2019 through the present, including but not limited to, the disconnection of Windstream customer in San Antonio, Texas;
- Charter's efforts to comply with the Bankruptcy Court's April 16, 2019
 Temporary Restraining Order, including any violations thereof;
- Charter's efforts to comply with the Bankruptcy Court's May 16, 2019 Preliminary Injunction, including any violations thereof; and
- Charter's efforts to comply with the Bankruptcy Court's automatic stay, including any violations thereof.

Windstream reserves the right to disclose additional witnesses to further supplement its initial disclosures as additional information becomes known or available to it.

B. **DOCUMENTS**

Pursuant to Rule 26(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, Windstream identifies the following categories of documents and tangible things that, unless otherwise noted, are in the possession, custody, or control of Windstream, and that Windstream may use to support its claims or defenses:

- Documents relating to the products and services provided by Windstream;
- Documents relating to the targeted customers and geographic regions for which
 Windstream offers its products and services;
- Documents filed with the United States Patent and Trademark Office in connection
 with Windstream's registrations for its WINDSTREAM trademarks (publicly
 available);
- Windstream's Chapter 11 filings (publicly available);
- Documents relating to Windstream's operations throughout its Chapter 11 cases;
- Documents relating Windstream's Kinetic internet advertising campaign;
- Documents relating to Charter's false advertising campaign concerning
 Windstream's Chapter 11 cases;
- Documents relating to Windstream's customer responses to Charter's false advertising campaign;
- Documents relating to customer confusion caused by Charter's false advertising campaign;

- Documents relating to the harm to Windstream caused by Charter's false advertising campaign;
- Documents relating to damage control efforts that Windstream has had to undertake in response to Charter's false advertising campaign;
- Documents relating to Charter's violations of the Court's Temporary Restraining
 Order;
- Documents relating to Charter's violation of the Bankruptcy Court's automatic stay;
- Documents relating to agreements between Windstream and Charter for the provision of "last mile" services; and
- Communications between Windstream and Charter.

Windstream may also rely on documents that are in the possession, custody or control of Charter and/or third parties, as well as documents that Windstream may learn of, find, or determine are significant. Windstream reserves the right to supplement its initial disclosures as such documents become known and available to it, and once additional information regarding its claims can be adequately ascertained through discovery.

C. DAMAGES

Pursuant to Rule 26(a)(1)(A)(iii) of the Federal Rules of Civil Procedure, Windstream discloses that it is seeking an award of monetary damages caused by Charter as a result of its false and misleading advertising, in addition to treble and punitive damages, attorneys' fees, costs, and any pre-judgment and post-judgment interest. Windstream also seeks equitable subordination and/or equitable disallowance of any and all claims asserted by Charter against the Debtors, and any other equitable relief as the Court may deem just and proper.

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At this time, due to the need for discovery relating to Charter's profits and the continuing investigation regarding Windstream's lost profits and the potential need for expert discovery on the topic, Windstream is unable to estimate the range of provable damages.

D. INSURANCE

Pursuant to Rule 26(a)(1)(A)(iv) of the Federal Rules of Civil Procedure, Windstream discloses that it is presently unaware of any insurance agreement applicable to the claims asserted in the Complaint.

Dated: August 29, 2019 /s/ Terence P. Ross

Terence P. Ross

Michael R. Justus (pro hac vice pending)

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 michael.justus@katten.com srochester@katten.com

Conflicts Counsel to the Debtors and Debtors in Possession

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CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of August 2019, a true and correct copy of the *SUPPLEMENTAL INITIAL DISCLOSURES OF DEBTORS AND PLAINTIFF WINDSTREAM HOLDINGS, INC.* was served by email on all counsel of record in the adversary proceeding.

Dated: August 29, 2019

/s/ Kristin Lockhart

Kristin Lockhart

Terence P. Ross Michael R. Justus (pro hac vice pending) Shaya Rochester

KATTEN MUCHIN ROSENMAN LLP

575 Madison Avenue New York, NY 10022 Telephone: (212) 940-8800 Facsimile: (212) 940-8776

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., et al., ¹) Case No. 19-22312 (RDD)
Debtors.) (Jointly Administered)
WINDSTREAM HOLDINGS, INC., et al.,)
Plaintiffs,) Adv. Pro. No. 19-08246
vs.)
CHARTER COMMUNICATIONS, INC. and CHARTER COMMUNICATIONS OPERATING, LLC,))
Defendants.)))

¹ 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.

SECOND SUPPLEMENTAL INITIAL DISCLOSURES OF PLAINTIFF WINDSTREAM HOLDINGS, INC. AND AFFILIATED DEBTORS

Pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure and Rule 7026 of the Federal Rules of Bankruptcy Procedure, the debtors and debtors in possession in the above-captioned Chapter 11 cases (collectively, the "Debtors" or "Windstream") provide the following second supplemental initial disclosures to Defendants Charter Communications, Inc. and Charter Communications Operating, LLC (collectively, "Charter").

The disclosures contained herein are based solely on information and documents as presently available and known to Windstream as of the date of these disclosures. Windstream reserves the right to clarify, supplement, and/or amend these disclosures at a later date. In making its disclosures, Windstream does not waive any objections based upon relevance, materiality, competence, privilege, immunity from disclosure or other grounds.

A. INDIVIDUALS

Pursuant to Fed. R. Civ. Pro. 26(a)(1)(A)(i) of the Federal Rules of Civil Procedure, Windstream discloses the following individuals that may have information that Windstream may use to support its claims and/or defenses in this lawsuit. By indicating the general subject matter of information that witnesses possess, Windstream is not representing that this is the only relevant information that these witnesses possess.

At least the following individuals are believed to have discoverable information on the indicated subject(s) that may be used to support Windstream's claims and defenses.

Name and Contact Information	Subject(s)
Jeffrey Auman	Windstream's Chapter 11 Cases;
Executive Vice President, Sales and Marketing	Windstream's operations and business prior
Windstream Holdings, Inc.	to the Chapter 11 filing;
	Windstream's Kinetic internet campaign;
11329 W. 160th Street	• Charter's false advertising campaign
Overland Park, KS 66221	regarding Windstream's Chapter 11 filing;
	Windstream's cease and desist letters to
	Charter;
	Customer confusion caused by Charter's
	false advertising campaign;
	• The harm to Windstream caused by
	Charter's false advertising campaign;
	Charter's disconnection of Windstream
	customers in or around March 2019;
	Charter's disconnection of Windstream
	customers after the Court's Temporary
	Restraining Order and Preliminary
	Injunction Order;
	Windstream's corrective advertising efforts
	in response to Charter's false advertising
	campaign; and
	• Windstream's responses to Charter's
	discovery requests in this proceeding.

T • T	
Lewis Langston	Windstream's Chapter 11 Cases;
Retired	Windstream's operations and business prior
Windstream Holdings, Inc.	to the Chapter 11 filing;
	Windstream's Kinetic internet campaign;
Address Unknown	• Charter's false advertising campaign
	regarding Windstream's Chapter 11 filing;
	Windstream's cease and desist letters to
	Charter;
	Customer confusion caused by Charter's
	false advertising campaign;
	• The harm to Windstream caused by
	Charter's false advertising campaign;
	Charter's disconnection of Windstream
	customers in or around March 2019; and
	Charter's disconnection of Windstream
	customers after the Court's Temporary
	Restraining Order and Preliminary
	Injunction Order.
Jerry Wayne Parrish	• Statements made by Charter direct sales
Vice President of Kinetic National Sales	representative Emmitt Walker on or around
Windstream Holdings, Inc.	April 8, 2019.
-	
2208 Customs House Court	
Raleigh, NC 27615	
Shonne Bandy	Disconnection of Windstream customer by
Trouble Resolution Specialist II	Charter in May 2019.
Windstream Holdings, Inc.	•
-	
3000 Columbia House Blvd	
Suite 106	
Vancouver, WA 98661	
Timothy Wyatt	Windstream customer's complaint of false
Customer Service Technician	statements made by Charter employee,
Windstream Holdings, Inc.	Latisha Truong, regarding Windstream's
<i>C ,</i>	bankruptcy on or around May 9, 2019.
776 Hopewell Drive	
Heath, OH 43056	
,	

Kelly Atkinson	• Charter's false advertising campaign,
Head of Consumer Marketing of Small and	including the decision to launch the
Medium Businesses	campaign, the design of the
Charter Communications, Inc.	advertisements, the recipients and
,	geographic scope of the campaign, and the
Address Unknown	use of the advertisements;
	• Communications with present or potential
	customers referring to Windstream; and
	• Windstream customers that switched to
	Charter.
Keith Dardis	• The role of Charter direct sales
Vice President of Small and Medium Business	representatives; authorized or
and Residential Direct Sales	unauthorized advertising campaigns
Charter Communications, Inc.	conducted by Charter direct sales
	representatives;
Address Unknown	• Disconnection of Windstream customers
	by Charter; and
	• Communications to Charter employees
	regarding the Court's Temporary
	Restraining Order and Preliminary
Y 'C C 'd	Injunction.
Jennifer Smith	• The design of Charter's advertisements
Charter Communications, Inc.	relating to Windstream's Chapter 11 cases,
Address Unknown	including the design of the outer envelope;
Address Unknown	and
	• Internal communications relating to
	Charter's false advertising campaign
Chris Czakai	regarding Windstream's Chapter 11 cases.
Chris Czekaj Charter Communications, Inc.	• Charter's false advertising campaign,
Charter Communications, Inc.	including the decision to launch the campaign, the design of the
Address Unknown	campaign, the design of the advertisements, the recipients and
Address Chritown	geographic scope of the campaign, and the
	use of the advertisements; and
	 Internal communications relating to
	Charter's false advertising campaign
	regarding Windstream's Chapter 11 cases.
	regarding windstream's Chapter 11 cases.

Emmitt Walker	The distribution of false advertisement by
Charter Communications, Inc.	Charter employees;
	Charter's false advertising campaign;
1801 Elyria Avenue	Statements made by Charter employees
Lorain, OH 44055	that Windstream would no longer provide
	its services in the future; and
	Charter's communications to employees
	regarding the Court's Temporary
	Restraining Order and Preliminary
	Injunction.
Andrew Sites	The distribution of false advertisement by
Charter Communications, Inc.	Charter employees;
·	• Charter's false advertising campaign;
3100 Elida Road	Statements made by Charter employees
Lima, OH 45805	that Windstream would no longer provide
	its services in the future; and
	Charter's communications to employees
	regarding the Court's Temporary
	Restraining Order and Preliminary
	Injunction.
R2 Creative	The design of Charter's advertisements
	relating to Windstream's Chapter 11 cases,
Address Unknown	including the design of the outer envelope;
	and
	• Internal communications relating to
	Charter's false advertising campaign
	regarding Windstream's Chapter 11 cases.
RAPP Worldwide, Inc.	The design of Charter's advertisements
	relating to Windstream's Chapter 11 cases;
220 East 42nd Street	and
New York, NY 10017	• Internal communications relating to
	Charter's false advertising campaign
	regarding Windstream's Chapter 11 cases.
Latisha Truong	• Statements made on or around May 2019
	to Windstream customers regarding
Address Unknown	Windstream's Chapter 11 filing.

Additional Charter employees, agents, and/or representatives

- The design of Charter's advertisements relating to Windstream's Chapter 11 cases, including the design of the outer envelope;
- Internal communications relating to Charter's false advertising campaign regarding Windstream's Chapter 11 cases;
- The training of Charter's representatives and agents relating to Windstream's Chapter 11 cases;
- Windstream customers that have switched their service to Charter from February 2019 through the present;
- Customer responses and customer confusion arising from Charter's false advertising campaign relating to Windstream's Chapter 11 cases;
- Charter's profits relating to its false advertising campaign concerning Windstream's Chapter 11 cases;
- Customer calls or communications from Windstream customers whose services were disconnected or terminated under the Spectrum Business Value Added Reseller Agreement from February 2019 through the present;
- The interruption or disconnection of service to Windstream customers between February 2019 through the present, including but not limited to, the disconnection of Windstream customer in San Antonio, Texas;
- Charter's efforts to comply with the Bankruptcy Court's April 16, 2019 Temporary Restraining Order, including any violations thereof;
- Charter's efforts to comply with the Bankruptcy Court's May 16, 2019 Preliminary Injunction, including any violations thereof; and
- Charter's efforts to comply with the Bankruptcy Court's automatic stay, including any violations thereof.

Windstream reserves the right to disclose additional witnesses to further supplement its initial disclosures as additional information becomes known or available to it.

B. **DOCUMENTS**

Pursuant to Rule 26(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, Windstream identifies the following categories of documents and tangible things that, unless otherwise noted, are in the possession, custody, or control of Windstream, and that Windstream may use to support its claims or defenses:

- Documents relating to the products and services provided by Windstream;
- Documents relating to the targeted customers and geographic regions for which
 Windstream offers its products and services;
- Documents filed with the United States Patent and Trademark Office in connection
 with Windstream's registrations for its WINDSTREAM trademarks (publicly
 available);
- Windstream's Chapter 11 filings (publicly available);
- Documents relating to Windstream's operations throughout its Chapter 11 cases;
- Documents relating Windstream's Kinetic internet advertising campaign;
- Documents relating to Charter's false advertising campaign concerning
 Windstream's Chapter 11 cases;
- Documents relating to Windstream's customer responses to Charter's false advertising campaign;
- Documents relating to customer confusion caused by Charter's false advertising campaign;

- Documents relating to the harm to Windstream caused by Charter's false advertising campaign;
- Documents relating to damage control efforts that Windstream has had to undertake in response to Charter's false advertising campaign;
- Documents relating to Charter's violations of the Court's Temporary Restraining
 Order;
- Documents relating to Charter's violation of the Bankruptcy Court's automatic stay;
- Documents relating to agreements between Windstream and Charter for the provision of "last mile" services; and
- Communications between Windstream and Charter.

Windstream may also rely on documents that are in the possession, custody or control of Charter and/or third parties, as well as documents that Windstream may later learn of, find, or determine are significant. Windstream states that the documents above, including those documents in the possession, custody or control of Charter, that it may rely upon are: WIN000001 - WIN002487; Charter_000001 - Charter_020883; and Charter_Marketing_000001 - Charter_Marketing_005316. Windstream reserves the right to supplement its initial disclosures as such documents become known and available to it, and once additional information regarding its claims can be adequately ascertained through discovery, including by third-party subpoenas.

C. DAMAGES

Pursuant to Rule 26(a)(1)(A)(iii) of the Federal Rules of Civil Procedure, Windstream discloses that it is seeking an award of monetary damages caused by Charter as a result of its false and misleading advertising, in addition to treble and punitive damages, attorneys' fees, costs, and

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any pre-judgment and post-judgment interest. Windstream also seeks equitable subordination and/or equitable disallowance of any and all claims asserted by Charter against the Debtors, and any other equitable relief as the Court may deem just and proper.

At this time, due to the need for discovery relating to Charter's profits and the continuing investigation regarding Windstream's lost profits and the potential need for expert discovery on the topic, Windstream is unable to estimate the range of provable damages.

D. INSURANCE

Pursuant to Rule 26(a)(1)(A)(iv) of the Federal Rules of Civil Procedure, Windstream discloses that it is presently unaware of any insurance agreement applicable to the claims asserted in the Complaint.

Dated: September 6, 2019 /s/ Terence P. Ross

Terence P. Ross

Michael R. Justus (pro hac vice pending)

Shaya Rochester

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New York, NY 10022

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Email: terence.ross@katten.com

michael.justus@katten.com

srochester@katten.com

Conflicts Counsel to the Debtors and Debtors in

Possession

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CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of September 2019, a true and correct copy of the SECOND SUPPLEMENTAL INITIAL DISCLOSURES OF DEBTORS AND PLAINTIFF WINDSTREAM HOLDINGS, INC. was served by email on all counsel of record in the adversary proceeding.

Dated: September 6, 2019 /s/ Kristin Lockhart

Kristin Lockhart



Competitive monitoring and analysis of telco broadband and wireless activities

February 16-28, 2019

Analyst:

Karen Brown

In this issue:

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Windstream sends up white flag, files Chapter 11 bankruptcy

Issue: Long-suffering telco Windstream has bowed to financial reality in the wake of a potentially crippling court ruling and has filed for Chapter 11 bankruptcy.

Background: The decision to seek Chapter 11 protection stems from a near-fatal ruling in a lawsuit filed by one of its bondholders, hedge fund Aurelius Capital Management. In its suit, Aurelius accused Windstream of violating terms of certain debt bonds related to the 2015 spinoff of its network assets as a real estate investment trust (REIT). A U.S. District Court judge agreed, and ordered the telco to pay Aurelius \$310 million in bond reimbursement and penalties. Faced with the potential that other Windstream bondholders would follow suit — opening it up to as much as \$5.8 billion in financial exposure — the telco's board and management apparently reorganizational bankruptcy was the safer route while restructuring the company's debt.

Implications: In truth, Windstream's misfiring business strategy had it teetering on the edge of financial insolvency long before Aurelius Capital Management entered the picture. But while Chapter 11 will provide some legal shelter while the telco reorganizes its tangled debt structure, uncertainty about the service impacts will make some residential and business customers uneasy. They may start looking elsewhere for voice, video and data services — and competitors including cable operators will be more than happy to help them jump ship.



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Beleaguered rural ILEC/CLEC Windstream has opted to file Chapter 11 bankruptcy following a damaging court ruling in its battle with hedge fund Aurelius Capital Management over its bond structure.

While the move is intended to ensure Windstream survives, it could result in the opposite — and at the very least it gives competitors including cable players some valuable new marketing ammunition.

While its ongoing financial struggles provided fuel, the spark igniting the bankruptcy came from a damaging judgment in an ongoing court battle with hedge fund investor Aurelius Capital Management over the 2015 spinoff of its network assets as a Real Estate Investment Trust (REIT). At issue are a subset of bonds Windstream issued to support the spinoff — now operating as Uniti Group — which carry a 6.375% interest rate and are due in 2023.

Aurelius, which owns 25% of these bonds, argued Windstream improperly transferred certain Uniti assets without permission of the bondholders, thereby violating the bond issue's covenants. In his ruling, U.S. District Court Judge Jesse Furman agreed, and ordered Windstream to repay the bond share Aurelius owns plus interest, to the tune of \$310 million.

After reviewing all options including an appeal, Windstream's board of directors and management decided that Chapter 11 bankruptcy is "a necessary step to address the financial impact of Judge Furman's decision and the impact it would have on consumers and businesses across the states in which we operate," said Tony Thomas, Windstream's president and CEO, in a release. "Taking this proactive step will ensure that Windstream has access to the capital and resources we need to continue building on Windstream's strong operational momentum while we engage in constructive discussions with our creditors regarding the terms of a consensual plan of reorganization."

Translation: Windstream's board and senior management looked at the court ruling and realized the chances for winning an appeal were low. Worse, they realized that other creditors would see the ruling opportunity and file "me-too" bond default suits, which could put Windstream on the hook for upwards of \$5.8 billion in aggregate repayments and penalties. To lessen that exposure and avoid more legal fees, the better option was reorganizational bankruptcy.

Reorganization a challenge

Granted, the bankruptcy proceedings won't be a sunny walk in the park, either. It's a fair bet that Aurelius will not be the only creditor to use the court filing as leverage to exact more favorable (read costlier) payment or refinancing terms from Windstream. But on the upside, if Aurelius is repaid as part of the negotiated reorganization plan, it will cease to be credit-holder — and cease to be a problem for Windstream going forward.



Tony Thomas Source: Windstream

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Windstream's first task is to assure customers and shareholders that it will maintain operations during the proceeding, and on that front it has already secured \$1 billion in debtor-in-possession financing from Citigroup Global Markets. The bankruptcy court has already approved \$400 million of that amount, which should keep the lights in the near term.

Cue the damage control

And it appears the damage control is well under way. A week prior to the bankruptcy filing, Windstream fielded a press release bragging that its broadband speed upgrade project — which doubled availability of its 100 Mbps Kinetic Internet service — has been completed six weeks ahead of schedule. It also announced that Thomas had agreed to a contract extension, keeping him in place as CEO through 2024. In retrospect, both announcements were probably intended to soften the blow of the bankruptcy news, in giving shareholders and customers some assurance that it was business as usual — or even better-than-usual— at Windstream.

The latter probably won't provide either group much comfort. After all, it was Thomas who oversaw the Uniti spinoff, so he bears at least some of the blame for the bond covenant misstep. So assuring that he remains as CEO for another five years may be problematic to some.

Customers will probably be more concerned that distractions and tighter financial restrictions during Windstream's bankruptcy may lead to service issues, ranging from outages to spiraling customer support response times. Windstream may also be limited in its ability to capitalize on higher speed qualifications for new and existing customers.

In contrast, Windstream's woes are good news for its rivals, including cable players. They will certainly waste no time in spinning up marketing campaigns targeting Windstream's customer base, pointing out the uncertainty of the telco's future. They also may pile on bigger incentives and promotional offers to convince these customers to jump ship.

Depending on how successful these competitive marketing strikes are, it could be a further blow to an already staggering Windstream. As a result the new Windstream that emerges from bankruptcy sometime in the next year or two could be a smaller but not necessarily stronger telco with an even more uncertain future.

Frontier Q4: 'Transformation' plan boosts profits, but not customer counts

Despite some modest improvements in profitability, Frontier's fourth quarter once again was awash in red ink, with hefty losses continuing in residential data and video segments.

Perhaps to divert attention from the dismal results, Frontier played up plans to launch a 10 Gbps FiOS data service initially targeting business and wholesale mobile backhaul customers that eventually would make its way into the residential product lineup.

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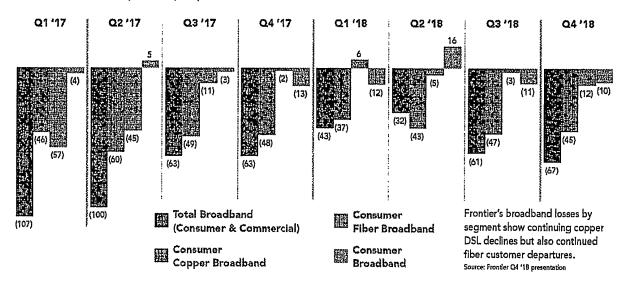
Charter_000838

There was no shortage of disappointments in Frontier's residential numbers, despite CEO Dan McCarthy's insistence that an ongoing "transformation" program is improving field operations, product development and customer support systems. In broadband, Frontier dropped 57,000 residential accounts, down from 50,000 lost in the fourth quarter 2017. Helpfully, Frontier provided breakouts that made clear that the problem lies not only with its copper based DSL service (45,000 connections lost, versus 48,000 lost in Q4 '17) but also with its fiber broadband offering (12,000 connections lost, up sharply from 2,000 lost in the prior fourth quarter.)

McCarthy noted that broadband gross additions were a weakness, but quickly added that Frontier has "transformation efforts now focused on that as well."

"We have been diligently scaling different opportunities to improve lift, but the quarter really was about us targeting customers very selectively and really trying to improve customer lifetime value of the targeted segment," he added.

Broadband unit trends (net adds (000s)



It's a circuitous answer that raises a perplexing question: If Frontier is focusing on high-value customer retention as McCarty indicates, why is it continuing to lose fiber broadband subscribers? As it happens, an analyst on the quarterly call asked just that question. McCarthy's answer is somewhat amusing and decidedly clumsy:

"We have been studying the broadband, [and] on the fiber churn, that is probably our biggest opportunity to move the needle," he said. "It could be a wide range of different drivers. There is no one silver bullet that is the answer, but that's why you break it down into the various cohorts and focus on each stage of the lifecycle. We're doing it on copper as well as fiber."

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Beyond entertaining, this is an interesting answer. In the past, McCarthy has admitted that some of the blame for the fiber losses is a failure to track when one customer moves out of a fiber-connected home and a potential new customer moves in. Unaware that the home is fiber-connected, these new customers often opt to take service from a local cable provider, and the fiber line goes unused.

But McCarthy did not point to that issue during the call, instead simply noting that Frontier is studying the trend. It's a passive response that probably won't give investors or Wall Street confidence that Frontier understands the problem, let alone solve it. Indeed, it's more likely the broadband customer base, which totaled 3.27 million at the end of December, will continue to recede.

Video bleed accelerates

In video, it was a tale of two pretty dismal cities — while Frontier managed to slow the loss of Dish Network DBS bundled subscribers, declines in its wireline Fios TV and Vantage TV services accelerated.

Frontier Quarterly Results

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S IN MILLIONS; SUBS IN THOUSANDS	0.6'17	FY'17	. 03'18	Q4'18	FY"18
Revenue					
Total Revenue	⁵2,217	\$9 , 128	\$2,126	\$2,124	\$8,611
Consumer Revenue	\$1,086	\$4,476	\$1,069	\$1,088	\$4,380
Video Revenue	\$310	\$1,304	§260	\$275	51,085
Data Revenue	1 939	\$3,862	\$ 961	\$ 959	\$3,878
Voice Revenue	³687	\$2,864	°669	\$668	\$2,721
Cap Exp	\$ 308	*1, 154	3 329	\$24 5	s1,192
Operating Free Cash Flow	⁵ 342	5 662	(*43)	5 358	*62C
Operating Income	(\$1,483)	(\$1,568)	(*33)	\$127	\$827
Net Income	(*1,029)	(\$1,804)	(*426)	(\$219)	(5643)
Long-term debt	§16,970	\$16 , 970	\$16,402	\$16,358	\$16,358
iubscribers					
Total Wireline Video Adds	(20)	(184)	(29)	(35)	(123)
Total Wireline Video Subs	961	961	873	838	838
DBS Frontier Adds	(9)	(39)	(8)	(6)	(30)
Total DBS Frontier Subs	235	235	211	205	205
Residential data adds	(50)	(318)	(50)	(57)	(186)
Residential data total	3,451	3,451	3,322	3,265	3,265
Business data customer additions	(13)	(15)	(11)	(10)	(17)
Business data customers	487	472	465	455	438
Total Data Adds	(63)	(333)	(61)	(37)	(203)
Total Data Subs	3,938	3,938	3,802	3,735	3,735
Residential Customer Adds	(89)	(494)	(86)	(92)	(337)
Total Residential Customers	4,397	4,397	4,152	4,060	4,060
Residential churn	1.98*	2.17*	2.03%	1.94**	1.97
Residential ARPC	⁵81.61	\$80.96	§84.92	§88.37	⁵86.26
Source: Frontier Q4 earnings release					*************

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The telco lost 35,000 wireline video and 6,000 Dish Network DBS subscribers in Q4. That compares to 20,000 wireline and 9,000 DBS customers lost in the same quarter 2017. At the end of December it claimed 838,000 wireline video subscribers and 205,000 Dish subscribers.

For the full year, Frontier lost 123,000 wireline TV subscribers, down from 184,000 lost in the full-year 2017. In DBS, it lost 30,000 subscribers in 2018, also down from 39,000 lost in 2017.

The combined video customer losses again put a drag on revenue, with video revenue of \$275 million compared to \$310 million in the prior fourth quarter. Total 2018 video revenue of \$1.09 billion was also down from \$1.3 billion in 2017.

A breakout of subscriber trends revealed that the wireline video losses came largely from the telco's acquired California, Texas and Florida properties, which lost a combined 27,000 subscribers versus legacy Frontier properties' 8,000 video losses. Both are up from fourth quarter 2017 losses which included 17,000 CTF and 3,000 legacy Frontier video customer departures.

Among other metrics, residential churn improved to 1.94% from 1.98% in the fourth quarter a year ago. And arguably the bright spot for Frontier was the improvement in residential average revenue per customer (ARPC), which rose to \$88.38 compared to \$81.61 in the prior fourth quarter. Frontier attributed that gain to moderation in promotional pricing, resulting in more customers paying full rates for their services.

10 Gbps on the horizon?

Elsewhere, Frontier has plans to launch 10 Gbps data service to business and wholesale fiber backhaul customers sometime this year, possibly followed by launch to the residential segment. The new offering is intended to slow ongoing broadband customer declines in the business segment and take advantage of mobile carriers' ramping 5G network buildouts.

But there's also an inherent risk in offering this service as a wholesale mobile backhaul option: Ironically it helps establish 5G services that could cannibalize Frontier's consumer broadband services, particularly in its larger markets in California, Texas and Florida. As in past calls, McCarthy dismissed that notion.

"5G will happen at whatever pace 5G will happen based on the 5G standards adoption. What we wanted to do was position ourselves really from a commercial opportunity, but also for a potential 5G backhaul and we think that the 10 Gbps is probably going to be choice for a lot of carriers for that backhaul capability," he said. "The side benefit of doing it is that the entire FiOS footprint — every OLT [Optical Line Terminal, which sits at the neighborhood central office and aggregates fiber access traffic] will be upgraded for 10 Gbps, so that kind of future-proofs the need for the consumer side as well. So even though that won't be a targeted offer for consumers initially, it really does kind of create what we think is a state-of-the-art network in the place where we think 5G might be — the first places where it might come in as an alternative. And having the kind of

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speeds — whether it is 1 Gbps or higher actually will be very competitive and very compelling from our perspective for customers. So we are not as worried about that."

Verizon execs tag-team to make the case for 5G

For the most part, "staged" is the best description for Verizon's Investors' Day Feb. 21: a well-scripted, executive tag-team presentation that repeatedly emphasized 5G as the future across Big Red's residential, business and media services divisions.

But hidden within the spin were a few interesting nuggets of reality — most notably, an accelerated plan to launch mobile 5G service in more than 30 markets by year's end, and acknowledgment that despite the hype, 5G won't start bearing economic fruit for Verizon until 2021 or later.

Up to now, Verizon has vaguely promised to launch mobile 5G services, but the carrier's focus has been on the 5G Home fixed wireless service, which launched using proprietary, pre-5G gear in limited parts of four markets in October. Verizon had promised the modest 5G Home footprint would expand in early to mid-2019 once it could upgrade to a standards-based scheme, but recently it has become clear manufacturers are concentrating on mobile 5G consumer devices. The standards-based fixed 5G gear won't be available until late 2019.

That's not a situation Verizon management is probably happy with, but there was little it could do. So the answer is to re-train its near-term gunsights on mobile 5G, to avoid losing its prized marketing image as an early leader in the technology. During the presentation, Consumer CEO Ronan Dunne wouldn't reveal any pricing detail for this mobile 5G service — including whether it would be an add-on or new expanded 5G/4G LTE tier — but he said the service itself wouldn't get a "one size fits none" marketing treatment.

"I have a commercial go-to-market, city-by-city plan," he said. "I will be going door-to-door in residential; I will be in the stores."

Since assuming command of Verizon's consumer services, Dunne has consistently preached a message of diversity rather than uniformity when it comes to products, tailoring offers to fit multiple customer segments. With the mobile 5G launch, he is indicating that tailored strategy will extend to geographic plans geared for the competition in specific markets.

Moreover, at one point he waved around the new Samsung Galaxy S10 5G smartphone, which will launch with Verizon on an exclusive basis sometime by the end of the second quarter. Having such an iconic early 5G device would help to sell the service, he argued.

Later, an analyst pressed for a launch date for the device, but Vestberg would only say that it's "not going to be tomorrow, but it is going to be in the first half of 2019." Recent reports had placed the launch with Verizon in the April/May timeframe; Vestberg's comments might indicate that timetable also has been pushed back.

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5G picture begins to sharpen

Verizon's 50 buildout and launch strategy is slowly starting to take shape; with several notable details:

- LTE Advanced, offering: MIMO antenna, 256 QAM, and carrier aggregation upgrades, is now up and running in 250 cities, or roughly half of Verizon.
 Wireless: 4G LTE network: CEO Hans Vestberg archiv noted that while competitors (ahehr, AT&T), were claiming that this was 5G technology, it should be correctly labeled as 4G.
- * iFiber construction is under way in more than 60 markets outside of ILEC footprint. Verizon will have imore than 25,000 miles of new liber added by years and
- The 30-plus cities Verizon has rargeted for mobile 5Grollout this year can be described as NFL cities Chief Financial Officer Matt Ellis said at a Feb. 27 Morgan Stanley Investors' conference

- Verizon will reach its 30 million home addressable market target for 5G Home in five to eight years.
- e. Verizoni has pursued a philosophy of buy, bulldior rent fiber. But Vestberg modified that, saying that Verizon increasingly is learning toward building. We find out in more cases for us there is such better economics if we build it ourselves, he said, adding that Verizon often needs fiber rings to feed an enterprise customer or a collection of wireless base stations so leased "point to point agesnithelp us." That said, he quickly added that all of this is being accomplished within Verizon s existing, acapex budget

So, what of 5G Home at present? While the rollout itself is not growing, Vestberg and his management team argued that Verizon has learned valuable lessons from customer responses.

Dunne, Vestberg and Chief Financial Officer Matt Ellis were asked about the relative scale of 5G Home versus 5G mobile service — implying that Verizon would see a lot more revenue from mobile than it ever would from fixed, despite its massive millimeter spectrum investments. The executives were largely evasive, but Vestberg insisted fixed could be marketed to Verizon's original target of 30 million homes nationwide, and Ellis said that "from what we've seen from our rollout 5G Home will be a core component of our revenue stream." These answers will probably do little to ease concerns among investors and Wall Street that Verizon's focus on fixed 5G is an expensive misdirection given the potential for greater scale and profit on the mobile 5G side.

CTO Kyle Malady said while the minimum speed for 5G Home is 300 Mbps, Verizon is finding a subset of the early users don't want that high of a throughput. They might want just 100 Mbps. He then argued that in some markets where broadband speeds are low, Verizon could go out with a 100 Mbps 5G Home offering and attract more customers than it would with a higher-speed offering. But in more competitive markets, a 100 Mbps tier won't gain any traction. Again, this aligns with Verizon's (and specifically Dunne's) mantra of offers tailored by market.

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Beyond that, the Verizon executive team also repeated another statement that probably doesn't overjoy investors: While Big Red's 5G rollouts will accelerate this year, the service won't reach any real scale until 2020 and it won't become revenue-beneficial until 2021 or after. For competitors including wireline providers, the reality is that Verizon's fixed and mobile 5G services will remain potential rather than actual threat this year. The real impacts — and the degree of these impacts — will still take at least two years to materialize.

Report: U.S. Internet users are taking bigger bytes

U.S. broadband users are gobbling up the bytes, as the percentage of wireline customers who consume more than 1 Terabyte per month nearly doubled in 2018, according to research from network usage monitor OpenVault.

The research company found that power users consuming more than 1 TB constituted 4.12% of the total broadband user population, compared to 2.11% in 2017. But the rising broadband usage is not confined to just power users.

U.S. households averaged 268.7 Gigabytes monthly, up 33% from 2017's level of 103.6 GB. Median usage — measuring the middle point of the usage range — rose even faster, up 40% to 145.2 GB versus 103.6 GB in 2017, according to OpenVault.

OpenVault's estimates have to be taken with a grain of salt, as it is in the business of providing cable operators with usage management systems. But its usage results follow other broader research from the likes of Cisco and Ericsson that have found similar ramping broadband usage overall, be it through wireline or wireless services.

The increase in usage itself may be driven by growing consumer use of OTT video services, funneling large video data streams over an Internet connection rather than traditional satellite TV or coaxial cable systems.

What OpenVault and other studies provide is a sense for this video delivery shift. And for broadband providers including telcos and cable players, that could have implications for their network operations in the near future.

Among the telcos, Verizon's Flos fiber system may seem best positioned to endure the IP video shift, until one considers that it still has significant copper-based DSL infrastructure in its Northeast ILEC footprint. In these areas, including urban Albany and Syracuse among others where Verizon DSL is its only product, the ramping video demands will make a bad situation worse, driving more customers to cancel service in favor of higher-speed options from cable players.

AT&T, too, will see strain on its DSL access infrastructure, even with its ongoing fiber buildout plans to reach 14 million residential locations this year. As was the case in the fourth quarter, its larger fiber footprint didn't result in net broadband additions. In fact, it lost 38,0000 subscribers, and indications these losses were among customers that still can't get north of a 25 Mbps DSL connection. As with Verizon, customer appetites for OTT video will exacerbate DSL loss trends that are already under way.

Meanwhile, for cable players, the growing OTT usage over broadband is a further argument for migration to DOCSIS 3.1 technology, which ramps data speeds upwards of 10 Gbps downstream and 1 Gbps upstream with up to a 50% increase in data delivery capacity plus the ability to configure channels as wide as 197 MHz, compared to just 6 MHz for earlier DOCSIS iterations.

So while MSOs also will face the same growing OTT video traffic across their broadband networks, they may be better positioned on balance to keep up with the demand - so long as their regional and national fiber backbones also can be scaled up to keep pace.

Looking farther ahead, for all players the OTT video usage may also accelerate with the growing tonnage of 4K content expected in the coming years. These factors may require competitors to not only ramp their network capacity but also increase the monthly usage caps imposed on customers - particularly if the percentage of TB-gobbling customers continues to increase along with competition from Gigabit service rivals.

All this said, one element OpenVault doesn't take into account is the growing consumer reliance on wireless broadband services, which could slow some of the usage trends on the wireline side. At present, wireless broadband cord-cutting is a single-digit erosion element, but as 5G services launch it could become a larger influence.

Overall, what OpenVault and other research indicate is that consumers are relying more on broadband services. That trend, in turn, may require providers to alter their services to both encourage and manage the resulting traffic on their networks.

ABOUT THE AUTHOR

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Karen Brown has been tracking broadband communications technologies since 1999, when she joined Cable World magazine as associate technology editor. She has since monitored and reported on emerging technologies in the cable, Internet and wireless communications sectors for leading business publications including Multichannel News, Wireless Week and CED Magazine. She joined One Touch Intelligence in 2006.

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COMPETITIVE ALERT

Feb. 25, 2019

ALERT SUMMARY

- Under pressure from a negative court ruling, Windstream has entered Chapter 11 bankruptcy.
- The filing in the U.S. Bankruptcy Court for the Southern District of New York will allow Windstream to reorganize its bond maturities.
- The telco has secured \$1 billion in debtorin-possession financing to maintain operations during the reorganization process.

IMPACT ANALYSIS

The bankruptcy filing was widely expected following the district court ruling, which found Windstream's spinoff of its Uniti network pushed into default on certain outstanding bonds.

But while the reorganization is designed to ensure Windstream survives, it will have a negative impact on its marketing to business customers. It's likely the uncertainty surrounding its bankruptcy will make business customers think twice about inking or renewing a service contract with Windstream.

This issue also may extend to Uniti and its customer retention as well.

ANALYST CONTACT

Karen Brown karenb@onetouchintelligence.com

Embattled Windstream declares Chapter 11 bankruptcy

After a disastrous February, embattled telco Windstream has filed Chapter 11 reorganizational bankruptcy.

Filed in the U.S. Bankruptcy Court for the Southern District of New York, the Chapter 11 protection will allow Windstream to "address debt maturities that have been accelerated as a result of the recent decision by Judge Jesse Furman in the Southern District of New York against Windstream Services, LLC, a subsidiary of the Company," according to a Windstream press release.

The ruling is part of a prolonged legal battle between Windstream and hedge fund



Windstream's network and ILEC territory (in brown). Source: Windstream website.

investor Aurelius Capital Management over the telco's spinoff of its 2015 network assets as a Real Estate Investment Trust (REIT).

Aurelius argued – and the district court agreed – that Windstream's structuring of that spinoff put a portion of its debt bonds in default. The REIT is now known as Uniti Group Inc., which has built up a business as a wholesale network provider.

According to the bankruptcy filing, Windstream has already secured \$1 billion in debtor-in-possession financing from Citigroup Global Markets. If the bankruptcy court approves this financing, the telco should be able to fund operations while its reorganization proceeds. There is no estimate as to how long the reorganization process will take, but on paper the financing minimizes any operational disruptions.

IMPACT: The bankruptcy filing came as no surprise following the court ruling, given the strength of Aurelius's case. It was unlikely Windstream would have won an appeal, so management may have decided it was simpler to enter bankruptcy and restructure the bonds in question, rather than waste more time and spend more legal fees.

But while Chapter 11 is designed to give Windstream a path to survival, it will be a significant blow to its business – and in particular, its ability to attract business customers that are now the core focus of its strategy. Windstream already was dealing continued business customer declines, and that trend will likely accelerate. Despite Windstream's assurances otherwise, customers will think twice about entering a new or renewed contract with a provider that is in reorganizational bankruptcy - and while the move may in the long run prove beneficial to Uniti, the same uncertainly will probably have a negative impact on its marketing and customer trends as well.

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19-08246-rdd Doc 343-6 Filed 05/13/21 Entered 05/13/21 18:51:01 Item No. 224 Pg 1 of 7

Informati	on to identify the case:			
Debtor:	Windstream Holdings, Inc.	EIN:	46-2847717	
United Stat	tes Bankruptcy Court for the Southern District of Neber: _19-22312 (RDD)	w York Date case filed for Chapter 11:	02/25/2019	PLAINTIFF'S EXHIBIT
Official	Form 309F (For Corporations or	Partnerships)		

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Notice of Chapter 11 Bankruptcy Case

12/17

For the debtor listed above, a case has been filed under chapter 11 of the Bankruptcy Code. An order for relief has been entered. This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from the debtor by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

Confirmation of a chapter 11 plan may result in a discharge of debt. A creditor who wants to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadline specified in this notice. (See line 11 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

Do not file this notice with any proof of claim or other filing in the case.

1. Debtors' full name: See chart below. List of Jointly Administered Cases

NO.	DEBTOR	CASE NO.	EIN#
1.	Windstream Holdings, Inc.	19-22312	46-2847717
2.	Windstream Business Holdings, LLC	19-22310	46-4238089
3.	Allworx Corp.	19-22345	26-0259247
4.	American Telephone Company, LLC	19-22349	20-5108783
5.	ARC Networks, Inc.	19-22362	11-3464934
6.	A.R.C. Networks, Inc.	19-22338	11-3240814
7.	ATX Communications, Inc.	19-22368	13-4078506
8.	ATX Licensing, Inc.	19-22371	23-3039838
9.	ATX Telecommunications Services of Virginia, LLC	19-22377	31-1773888
10.	Birmingham Data Link, LLC	19-22382	26-3497422
11.	BOB, LLC	19-22387	02-0754753
12.	Boston Retail Partners LLC	19-22392	27-0447904
13.	BridgeCom Holdings, Inc.	19-22403	13-4162965
14.	BridgeCom International, Inc.	19-22408	13-4123985
15.	BridgeCom Solutions Group, Inc.	19-22428	13-4123989
16.	Broadview Networks, Inc.	19-22456	16-1401082
17.	Broadview Networks of Massachusetts, Inc.	19-22440	11-3448054
18.	Broadview Networks of Virginia, Inc.	19-22454	06-1596404
19.	Broadview NP Acquisition Corp.	19-22461	51-0402734
20.	Buffalo Valley Management Services, Inc.	19-22463	84-1619403
21.	Business Telecom of Virginia, Inc.	19-22466	56-2131188
22.	Business Telecom, LLC	19-22469	56-1426866
23.	BV-BC Acquisition Corporation	19-22471	20-5377846
24.	Cavalier IP TV, LLC	19-22474	20-2386185
25.	Cavalier Services, LLC	19-22313	20-2047841
26.	Cavalier Telephone Mid-Atlantic, L.L.C.	19-22315	54-2028580
27.	Cavalier Telephone, L.L.C.	19-22317	54-1914822
28.	CCL Historical, Inc.	19-22319	23-3032245

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NO.	DEBTOR	CASE NO.	EIN#
29.	Choice One Communications of Connecticut Inc.	19-22322	15-1564111
30.	Choice One Communications of Maine Inc.	19-22324	16-1564112
31.	Choice One Communications of Massachusetts Inc.	19-22326	16-1554916
32.	Choice One Communications of New York Inc.	19-22329	15-1564111
33.	Choice One Communications of Ohio Inc.	19-22331	16-1564113
34.	Choice One Communications of Pennsylvania Inc.	19-22332	16-1554919
35.	Choice One Communications of Rhode Island Inc.	19-22335	16-1563050
36.	Choice One Communications Resale L.L.C.	19-22341	80-0364519
37.	Choice One Communications of Vermont Inc.	19-22339	16-1564114
38.	Choice One of New Hampshire, Inc.	19-22344	16-1564110
39.	Cinergy Communications Company of Virginia, LLC	19-22353	20-8076097
40.	Conestoga Enterprises, Inc.	19-22356	23-2565087
41.	Conestoga Management Services, Inc.	19-22358	84-1619408
42.	Conestoga Wireless Company	19-22360	23-2926187
43.	Connecticut Broadband, LLC	19-22363	06-1459693
44.	Connecticut Telephone & Communication Systems, Inc.	19-22365	06-1122868
45.	Conversent Communications Long Distance, LLC	19-22366	84-1530125
46.	Conversent Communications of Connecticut, LLC	19-22369	84-1473088
47.	Conversent Communications of Maine, LLC	19-22372	84-1473089
48.	Conversent Communications of Massachusetts, Inc.	19-22375	20-2643836
49.	Conversent Communications of New Hampshire, LLC	19-22378	84-1485259
50.	Conversent Communications of New Jersey, LLC	19-22380	84-1522507
51.	Conversent Communications of New York, LLC	19-22384	84-1473087
52.	Conversent Communications of Pennsylvania, LLC	19-22386	84-1473090
53.	Conversent Communications of Rhode Island, LLC	19-22388	84-1485260
54.	Conversent Communications of Vermont, LLC	19-22391	84-1473085
55.	Conversent Communications Resale L.L.C.	19-22394	80-0364505
56.	CoreComm-ATX, Inc.	19-22401	23-3060529
57.	CoreComm Communications, LLC	19-22399	13-4072077
58.	CTC Communications Corporation	19-22405	04-2731202
59.	CTC Communications of Virginia, Inc.	19-22407	54-1905656
60.	D&E Communications, LLC	19-22411	27-0147149
61.	D&E Management Services, Inc.	19-22414	88-0509645
62.	D&E Networks, Inc.	19-22417	25-1780894
63.	D&E Wireless, Inc.	19-22419	23-2896654
64.	Deltacom, LLC	19-22423	63-0832070
65.	Earthlink Business, LLC	19-22427	94-3331274
66.	Earthlink Carrier, LLC	19-22427	
67.	Equity Leasing, Inc.	19-22430	58-1970339
68.	Eureka Broadband Corporation		20-0810636
39.	Eureka Holdings, LLC	19-22435	06-1506004
70.		19-22437	20-3341318
	Eureka Networks, LLC	19-22438	20-3341244
71.	Eureka Telecom, Inc.	19-22445	13-3793720
72.	Eureka Telecom of VA, Inc.	19-22442	52-2325508
73.	Georgia Windstream, LLC	19-22447	38-2027315
74.	Heart of the Lakes Cable Systems, Inc.	19-22451	41-1577709
75.	Infocore, Inc.	19-22314	23-2894188
76.	Info-Highway International, Inc.	19-22321	76-0438543
77.	InfoHighway Communications Corporation	19-22318	76-0530551
78.	InfoHighway of Virginia, Inc.	19-22325	26-0291600
79.	Intellifiber Networks, LLC	19-22328	54-1861675
30.	Iowa Telecom Data Services, L.C.	19-22330	74-3083835
31.	Iowa Telecom Technologies, LLC	19-22333	47-0937013
32.	IWA Services, LLC	19-22336	20-8346096
33.	KDL Holdings, LLC	19-22337	48-1251032
34.	LDMI Telecommunications, LLC	19-22342	38-2940840
35.	Lightship Telecom, LLC	19-22346	06-1519100
36.	MASSCOMM, LLC	19-22347	83-2381119
37.	McLeodUSA Information Services LLC	19-22350	76-0529757
38.	McLeodUSA Purchasing, LLC	19-22352	42-1501014
39.	McLeodUSA Telecommunications Services, L.L.C.	19-22355	42-1407242
90.	MPX, Inc.	19-22357	16-1468411
91.	Nashville Data Link, LLC	19-22361	04-3639722
32.	Network Telephone, LLC	19-22364	59-3477521
93.	Norlight Telecommunications of Virginia, LLC	19-22367	26-3497118
, v.	Troinght releconfinations of Virginia, LLO	13-22301	20-343/110

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NO.	DEBTOR	CASE NO.	EIN#
94.	Oklahoma Windstream, LLC	19-22370	73-0630965
95.	Open Support Systems, LLC	19-22373	11-3409972
96.	PaeTec Communications of Virginia, LLC	19-22376	16-6486048
97.	PaeTec Communications, LLC	19-22311	16-1551095
98.	PAETEC Holding, LLC	19-22381	20-5339741
99.	PAETEC ITEL, L.L.C.	19-22385	47-0903254
100.	PAETEC Realty LLC	19-22389	27-1866972
101.	PAETEC, LLC	19-22393	16-1551094
102.	PCS Licenses, Inc.	19-22396	88-0397829
103.	Progress Place Realty Holding Company, LLC	19-22398	27-1255466
104.	RevChain Solutions, LLC	19-22402	46-3139610
105.	SM Holdings, LLC	19-22406	26-0970378
106.	Southwest Enhanced Network Services, LLC	19-22409	75-2885419
107.	Talk America of Virginia, LLC	19-22412	54-1871946
108.	Talk America, LLC	19-22416	23-2582790
109.	Teleview, LLC	19-22420	58-2033040
110.	Texas Windstream, LLC	19-22316	75-0984391
111.	The Other Phone Company, LLC	19-22323	65-0705374
112.	TriNet, LLC	19-22327	58-2183044
113.	TruCom Corporation	19-22334	13-3940714
114.	US LEC Communications LLC	19-22340	56-2162051
115.	US LEC of Alabama LLC	19-22343	56-2104211
116.	US LEC of Florida LLC	19-22348	56-2046424
117.	US LEC of Georgia LLC	19-22351	56-2065537
118.	US LEC of Maryland LLC	19-22379	56-2117626
119.	US LEC of North Carolina LLC	19-22383	56-2091767
120.	US LEC of Pennsylvania LLC	19-22395	56-2117625
121.	US LEC of South Carolina LLC	19-22404	56-2056428
122.	US LEC of Tennessee LLC	19-22410	56-2065536
123.	US LEC of Virginia LLC	19-22415	56-2012173
124.	US Xchange Inc.	19-22455	16-1590395
125.	US Xchange of Illinois, L.L.C.	19-22425	38-3388717
126.	US Xchange of Indiana, L.L.C.	19-22436	
127.	US Xchange of Michigan, L.L.C.	19-22443	38-3377167
128.	US Xchange of Wisconsin, L.L.C.		38-3442002
129.	Valor Telecommunications of Texas, LLC	19-22450	38-3342305
130.	WaveTel NC License Corporation	19-22460	52-2194219
131.		19-22465	30-0020203
131.	WIN Sales & Leasing, Inc.	19-22470	41-1340032
	Windstream Accucomm Networks, LLC	19-22472	58-1579785
133.	Windstream Accucomm Telecommunications, LLC	19-22475	58-0641816
134.	Windstream Alabama, LLC	19-22478	63-0364952
135.	Windstream Arkansas, LLC	19-22483	71-0400407
136.	Windstream Buffalo Valley, Inc.	19-22487	23-2825123
137.	Windstream BV Holdings, LLC	19-22494	11-3310798
138.	Windstream Cavalier, LLC	19-22500	54-1946546
139.	Windstream Communications Kerrville, LLC	19-22424	74-0724580
140.	Windstream Communications Telecom, LLC	19-22429	74-2955898
141.	Windstream Communications, LLC	19-22433	74-2955898
142.	Windstream Concord Telephone, LLC	19-22439	56-0186420
143.	Windstream Conestoga, Inc.	19-22446	23-0488700
144.	Windstream CTC Internet Services, Inc.	19-22448	52-2101328
145.	Windstream D&E Systems, LLC	19-22452	23-2971125
146.	Windstream D&E, Inc.	19-22457	23-0520190
147.	Windstream Direct, LLC	19-22459	41-1903994
148.	Windstream Eagle Holdings LLC	19-22464	N/A
149.	Windstream Eagle Services, LLC	19-22467	82-3462246
150.	Windstream EN-TEL, LLC	19-22390	41-1928105
151.	Windstream Finance Corp.	19-22397	47-3595713
152.	Windstream Florida, LLC	19-22413	59-0717786
153.	Windstream Georgia Communications, LLC	19-22418	58-2046299
154.	Windstream Georgia Telephone, LLC	19-22422	58-0802675
155.	Windstream Georgia, LLC	19-22426	58-0202560
156.	Windstream Holding of the Midwest, Inc.	19-22431	47-0632436
157.	Windstream Iowa Communications, LLC	19-22434	27-1635465
158.	Windstream Iowa-Comm, LLC	19-22441	42-1525756
.00.	Transcription Torra Commi, ELC	17-24-441	74-1040100

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159. Windstream IT-Comm, LLC	NO	DEBTOR	CASE NO	EIN "
161. Windstream KDL, LLC				
161. Windstream KDL-WA, LLC				
162. Windstream Kentucky West, LLC				
163. Windstream Kentucky West, LLC				
164. Windstream Kerrville Long Distance, LLC				
165. Windstream Lakedale Link, Inc.				
166. Windstream Lakedale, Inc.				
167. Windstream Leasing, LLC 19-22482 27-2348873 168. Windstream Lexcom Communications, LLC 19-22481 56-298486 169. Windstream Lexcom Entertainment, LLC 19-22491 56-2261861 170. Windstream Lexcom Wireless, LLC 19-22498 56-2261863 171. Windstream Mexcom Wireless, LLC 19-22502 56-2261865 172. Windstream Missouri, LLC 19-22506 64-0323983 173. Windstream Missouri, LLC 19-22506 43-0690837 174. Windstream Montezuma, LLC 19-22508 42-0422100 175. Windstream Network Services of the Midwest, Inc. 19-22510 47-0223220 176. Windstream Network Services of the Midwest, Inc. 19-22511 91-1772936 177. Windstream New York, Inc. 19-22512 15-0306510 177. Windstream Network Services of the Midwest, Inc. 19-22512 15-0306510 178. Windstream North Carollina, LLC 19-22513 61-0927928 179. Windstream North Carollina, LLC 19-22514 56-0509132				
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	200.			58-0445370
201. Windstream Sugar Land, LLC 19-22490 74-0672235	201.	Windstream Sugar Land, LLC	19-22490	74-0672235
202. Windstream Supply, LLC 19-22493 31-4359937	202.		19-22493	31-4359937
203. Windstream Systems of the Midwest, Inc. 19-22495 47-0650357				
204. Windstream Western Reserve, LLC 19-22497 34-0614000	204.		19-22497	34-0614000
205. Xeta Technologies, Inc. 19-22499 73-1130045	205.	Xeta Technologies, Inc.	19-22499	73-1130045

2.	All other names used in the last 8 years:	See Rider 1.	
3.	Address:	4001 North Rodney Parham Road, Li	ttle Rock, Arkansas 72212
4.	Debtors' attorneys:	Stephen E. Hessler, P.C. Marc Kieselstein, P.C.	James H.M. Sprayregen, P.C. Ross M. Kwasteniet, P.C.
		Cristine Pirro Schwarzman	Brad Weiland
		Kirkland & Ellis LLP 601 Lexington Avenue	John R. Luze Kirkland & Ellis LLP
		New York, New York 10022	300 North LaSalle Street
			Chicago, Illinois 60654

Official Form 309F (For Corporations or Partnerships)

5. Bankruptcy Clerk's Office	US Bankruptcy Court Southern District of New York 300 Quarropas Street, Room 248 White Plains, NY 10601 Documents in this case may be filed at this address. You may inspect all records filed in this case at this	Hours Open: Monday - Friday 8:30 AM - 5:00 PM All documents in this case are available free of charge on the website of the Debtors' notice and claims agent at
6. Meeting of Creditors	office or online at www.pacer.gov April 30, 2019, at 2:30 p.m. (ET)	http://www.kccllc.net/windstream Location:
The debtor's representative must attend the meeting to be questioned under oath. Creditors may attend, but are not required to do so.	The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.	Office of the United States Trustee U.S. Bankruptcy Court for the Southern District of New York One Bowling Green Room 511, Fifth Floor New York, New York 10004-1408
7. Proof of claim deadline:	Deadline for filing proof of claim:	Not yet set. If a deadline is set, notice will be sent at a later time.
8 Exception to discharge	form may be obtained at www.uscour or any bankruptcy clerk's office. Your claim will be allowed in the amou Your claim is designated as dispue You file a proof of claim in a differ You receive another notice If your claim is not scheduled or if you or unliquidated, you must file a proof of and you might be unable to vote on a your claim is scheduled. You may revoffice or online at www.pacer.gov Secured creditors retain rights in their proof of claim. Filing a proof of claim is bankruptcy court, with consequences creditor who files a proof of claim may including the right to a jury trial.	unt scheduled unless: uted, contingent or unliquidated; rent amount; or ur claim is designated as disputed, contingent, of claim or you might not be paid on your claim plan. You may file a proof of claim even if view the schedules at the bankruptcy clerk's collateral regardless of whether they file a submits a creditor to the jurisdiction of the a lawyer can explain. For example, a secured of surrender important nonmonetary rights,
8. Exception to discharge deadline The bankruptcy clerk's office must	You must start a judicial proceeding be excepted from discharge under 11 U.S	y filing a complaint if you want to have a debt S.C. § 1141(d)(6)(A).
receive a complaint and any required filing fee by the following deadline.	Deadline for filing the complaint: To	o be Determined
9. Creditors with a foreign address	motion asking the court to extend the	e mailed to a foreign address, you may file a e deadlines in this notice. Consult an attorney cy law if you have any questions about your
10. Filing a Chapter 11 bankruptcy case	not effective unless the court confirms disclosure statement telling you about to vote on the plan. You will receive and you may object to confirmation or	nize or liquidate according to a plan. A plan is is it. You may receive a copy of the plan and a at the plan, and you may have the opportunity notice of the date of the confirmation hearing, if the plan and attend the confirmation hearing r will remain in possession of the property and
11. Discharge of debts	Confirmation of a chapter 11 plan may include all or part of your debt. See 12 creditors may never try to collect the oplan. If you want to have a particular ounder 11 U.S.C. § 1141(d)(6)(A), you	y result in a discharge of debts, which may 1 U.S.C. § 1141(d). A discharge means that debt from the debtor except as provided in the debt owed to you excepted from the discharge must start a judicial proceeding by filing a the bankruptcy clerk's office by the deadline.

If you have any questions related to this notice, please call (877) 759-8815, or (424) 236-7262 for international callers. You may access documents and case information at http://www.kccllc.net/windstream

Official Form 309F (For Corporations or Partnerships)

Rider 1

Other Names Used in the Last 8 Years

Current Entity Name Windstream Business Holdings, LLC	Former Names Earthlink, LLC
BOB, LLC	BOB Merger Sub, LLC; Business Only Broadband; Windstream Fixed Wireless, LLC.
Choice One Communications of Connecticut, Inc.	EarthLink Business; One Communications; One Communications Corp.
Choice One Communications of Maine, Inc.	EarthLink Business; EarthLink Business II; One Communications.
Choice One Communications of Massachusetts, Inc.	EarthLink Business; One Communications.
Choice One Communications of New York, Inc.	EarthLink Business; One Communications.
Choice One Communications of Ohio, Inc.	EarthLink Business; One Communications.
Choice One Communications of Pennsylvania, Inc.	EarthLink Business; One Communications.
Choice One Communications of Rhode Island, Inc.	EarthLink Business; One Communications.
Choice One Communications of Vermont, Inc.	EarthLink Business; EarthLink Business IV; One Communications.
Choice One Communications Resale, L.L.C.	EarthLink Business; One Communications.
Choice One of New Hampshire, Inc.	EarthLink Business; One Communications.
Cinergy Communications Company of Virginia, LLC	Cinergy Communications Company of Virginia
Connecticut Broadband, LLC	EarthLink Business; One Communications.
Connecticut Telephone & Communication Systems, Inc.	EarthLink Business; One Communications.
Conversent Communications Long Distance, LLC	EarthLink Business; One Communications Long Distance of New Hampshire.
Conversent Communications of Connecticut, LLC	EarthLink Business; One Communications; One Communications Corp.
Conversent Communications of Maine, LLC	EarthLink Business IV; One Communications IV.
Conversent Communications of Massachusetts, Inc.	EarthLink Business; One Communications.
Conversent Communications of New Hampshire, LLC	EarthLink Business; One Communications of New Hampshire.
Conversent Communications of New Jersey, LLC	EarthLink Business.
Conversent Communications of New York, LLC	EarthLink Business; One Communications.
Conversent Communications of Pennsylvania, LLC	EarthLink Business; One Communications.
Conversent Communications of Rhode Island, LLC	EarthLink Business IV; One Communications IV.
Conversent Communications of Vermont, LLC	EarthLink Business; EarthLink Business IV; One Communications.
Conversent Communications Resale, L.L.C.	EarthLink Business; EarthLink Business III; EarthLink Business IV; One Communications.
CTC Communications Corporation	EarthLink Business; EarthLink Business I; EarthLink Business IV; EarthLink Business Inc.; One Communications; One Communications Corp.
D&E Communications, LLC	D&E Communications, Inc.
DeltaCom, LLC	DeltaCom, Inc.; EarthLink Business; EarthLink Business I; EarthLink Business IV; EarthLink Business Solutions.
EarthLink Business, LLC	EarthLink Business.
Equity Leasing, Inc.	Equity Leasing of Illinois (Illinois only).
Intellifiber Networks, LLC	Intellifiber Networks, Inc.
LDMI Telecommunications, LLC	LDMI Telecommunications, Inc.; LDMI
	Telecommunications.
Lightship Telecom, LLC	EarthLink Business; EarthLink Business I; EarthLink Business IV; One Communications.

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Current Entity Name	Former Names
Network Telephone, LLC	Cavalier Telephone; Cavalier Telephone and TV; Cavalie Business Communications;.
Norlight Telecommunications of Virginia, LLC	Norlight Telecommunications of Virginia, Inc.
PaeTec Communications, LLC	PaeTec Communications, Inc.
PAETEC Holding, LLC	PAETEC Holding Corp.
PAETEC, LLC	PAETEC Corp.
Southwest Enhanced Network Services, LLC	Southwest Enhanced Network Services, LP
Talk America of Virginia, LLC	Talk America of Virginia, Inc.; Cavalier Telephone.
Talk America, LLC	Talk America, Inc.; Cavalier Telephone; Cavalier
74	Business Communications.
Texas Windstream, LLC	Texas Windstream, Inc.
The Other Phone Company, LLC	Cavalier Business Communications; The Phone
The Callet Finence Company, 220	Company.
US LEC Communications LLC	PaeTec Business Services.
US LEC of Georgia LLC	PAETEC Business Services.
US LEC of Virginia LLC	PAETEC Business Services.
US Xchange of Illinois, L.L.C.	EarthLink Business; One Communications.
US Xchange of Indiana, L.L.C.	EarthLink Business; One Communications.
US Xchange of Michigan, L.L.C.	EarthLink Business; One Communications.
US Xchange of Wisconsin, L.L.C.	EarthLink Business; One Communications.
US Xchange, Inc.	EarthLink Business; One Communications; Choice One
oo Achange, mc.	Choice One Communications.
Valor Telecommunications of Texas, LLC	Windstream Communications Southwest.
WIN Sales & Leasing, Inc.	Communications Sales and Leasing, Inc.
Windstream BV Holdings, LLC	Windstream BV Holdings, Inc.; Broadview Network
Willustream by Holdings, LLC	Holdings, Inc.
Windstream Communications, LLC	Windstream Communications, Inc.
Windstream Concord Telephone, LLC	Windstream Confidence Telephone, Inc.
Windstream D&E Systems, LLC	Windstream D&E Systems, Inc.
Windstream Eagle Holdings, LLC	Earthlink Holdings, LLC; EarthLink Holdings Corp.
Windstream Eagle Services, LLC	Earthlink Services, LLC
Windstream Florida, LLC	Windstream Florida, Inc.
Windstream Iowa Communications, LLC	Windstream Iowa Communications, Inc.
Windstream Iowa-Comm, LLC	Windstream Iowa-Comm, Inc.
Windstream Lexcom Communications, LLC	Windstream Lexcom Communications, Inc.
Windstream Missouri, LLC	Windstream Missouri, Inc.
Windstream Montezuma, LLC	Windstream Montezuma, Inc.
Windstream Norlight, LLC	Windstream Norlight, Inc.
Windstream NTI, LLC	Windstream NTI, Inc.
Windstream NuVox Arkansas, LLC	Windstream NuVox Arkansas, Inc.
Windstream NuVox Ilinois, LLC	Windstream NuVox Illinois, Inc.
Windstream NuVox Indiana, LLC	Windstream NuVox Indiana, Inc.
Windstream NuVox Kansas, LLC	Windstream NuVox Kansas, Inc.
Windstream NuVox Missouri, LLC	Windstream NuVox Missouri, Inc.
Windstream NuVox Ohio, LLC	Windstream NuVox Ohio, Inc.
Windstream NuVox Oklahoma, LLC	Windstream NuVox Oklahoma, Inc.
Windstream NuVox, LLC	Windstream Nuvox, Inc.
Windstream Services, LLC	Windstream Corporation
Windstream Shared Services, LLC	Earthlink Shared Services, LLC

If you have any questions related to this notice, please call (877) 759-8815, or (424) 236-7262 for international callers. You may access documents and case information at http://www.kccllc.net/windstream

19-08246-rdd Doc 343-7 Filed 05/13/21 Entered 05/13/21 18:51:01 Item No. 225 Pg 1 of 2

Message

From: Clifton, Keven L [/O=CHARTER COMMUNICATIONS/OU=EXCHANGE ADMINISTRATIVE GROUP

(FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=BAF8F813D5794DDFA352F6D887C3E9A5-C]

Sent:

4/17/2019 6:30:29 PM

To:

Czekaj, Chris [chris.czekaj@charter.com]

Subject:

FW: Spectrum Business - Letter from Chris Czekaj

Attachments: Windstream Letter from CChekaj - 4.17.19.pdf; image001.jpg; image002.png

FYI.

From: Spectrum Business Sales Operations < Spectrum Business Sales Operations @charter.com>

Sent: Wednesday, April 17, 2019 7:29 PM

To: Jeanne.Dale@windstream.com

Subject: Spectrum Business - Letter from Chris Czekaj

Importance: High



Jeanne,

Spectrum Business has identified all end user Coax accounts tied to Windstream's billing hierarchies and flagged these appropriately to protect against illicit service interruptions. Spectrum wants to ensure that all accounts have been captured, so that no Windstream sites lose service.

Following up on our conversation on April 5, 2019, Spectrum Business again requests that Windstream provides a full list of all end users with Spectrum's Coax-based services. We will compare your site list against our records. If any sites previously not identified are found in your site list, we will apply protections against service interruption due to non-pay to these sites.

I can be reached at 973-332-3550 if you have any questions.

Sincerely,

Chris Czekaj

Carringhay

Vice President, Strategic Channels

PLAINTIFF'S EXHIBIT

9-19-19



April 17th, 2019

SENT VIA EMAIL AND FEDERAL EXPRESS

WINDSTREAM SERVICES, LLC ATTN: Jeanne Dale 330 Monroe Ave Rochester, NY 14607

Spectrum Business has identified all end user Coax accounts tied to Windstream's billing hierarchies and flagged these appropriately to protect against illicit service interruptions. Spectrum wants to ensure that all accounts have been captured, so that no Windstream sites lose service.

Following up on our conversation on April 5, 2019, Spectrum Business again requests that Windstream provides a full list of all end users with Spectrum's Coax-based services. We will compare your site list against our records. If any sites previously not identified are found in your site list, we will apply protections against service interruption due to non-pay to these sites.

I can be reached at 973-332-3550 if you have any questions.

Sincerely,

Chris Czekaj

alyty

Vice President, Strategic Channels

cc:

Windstream Services, LLC

Attn: Legal

4001 N. Rodney Parham Rd.

Little Rock, AR 72223

(BY FEDERAL EXPRESS)

CONFIDENTIAL Charter_020325

March Mailer Distribution

Alabama

California

Colorado

Florida

Georgia

Indiana

Kentucky

Louisiana

Michigan

Minnesota

Mississippi

Missouri

Nebraska

New York

North Carolina

Ohio

Pennsylvania

South Carolina

Tennessee

Texas

Virginia

Wisconsin



UNDERSTANDING YOUR KINETIC BY WINDSTREAM BILL

Need help understanding your bill from Kinetic by Windstream? We're here to help!

PAGE 1

1. ACCOUNT INFORMATION

The most important information about your account can be found on the first page of your monthly bill. At the top right corner, you can see your **Account Number**, **Telephone Number** and **Invoice Date**.

2. CUSTOMER SERVICE

This section includes important customer service numbers, as well as our web address. If you have any questions about your bill or service, you can call us at the numbers listed or visit us online.

3. SERVICE AT-A-GLANCE

Here, you can quickly see previous charges and credits to your account, as well as your current charges and the total amount due.

4. PAY MY BILL

This section lists all of the options available for paying your Kinetic by Windstream bill. You can pay your bill four different ways:

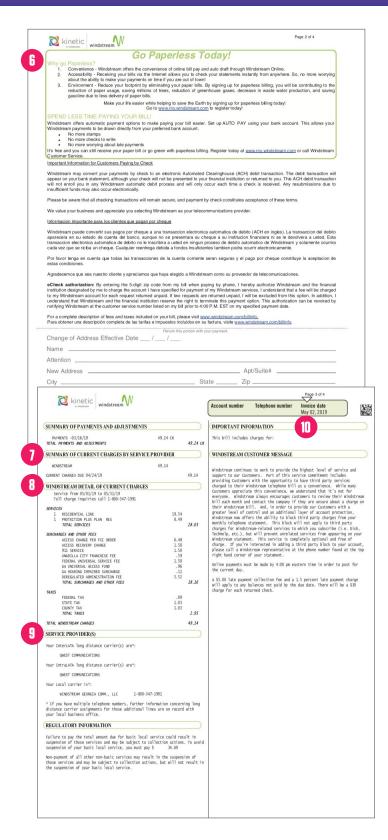
- ONLINE: Use our MyWIN portal at my.windstream.com or on your mobile device to make a one-time payment or set up AUTO PAY.
- → IN PERSON: Pay at your local retail store.
- BY MAIL: Send your check and payment slip to the address shown.
- BY PHONE: Call the number provided.



5. PAYMENT STUB

The bottom portion of your bill serves as your payment stub. Here you will also find your due date and the total amount due. Tear off this portion of the bill and return it with your check if you're mailing your payment. If you are paying by check, please include your account number or telephone number in the notes section.





PAGE 2

6. PAY BY CHECK/GO PAPERLESS

On this page, you can find important information about paying by check, as well as learn about the benefits of going paperless with online bill pay or AUTO PAY.

PAGE 3

7. SUMMARY OF CHARGES

See a summary of your current charges broken out by category or service type. Your total current charges will match the total due from the first page of your bill.

8. DETAILS OF CURRENT CHARGES

These sections will provide greater detail and explanation of each line item included in the summary.

Any service credits can also be found in the detail section. You will see the letters "CR" noted beside each credit that will be reflected in your total services amount.

You will also see the taxes, surcharges and fees assessed by federal, state and local government that are associated with each service. These fees can vary depending on where you live and will be affected by changes to your account.

You may also see one-time fees for activation and professional installation, as well as any equipment or modem charges associated with your account. Most of these fees are typically on your first bill.

9. SERVICE PROVIDERS

This section lists your long-distance and local carrier assignments.

10. WINDSTREAM CUSTOMER MESSAGE

The last section of your bill is reserved for communications from Kinetic by Windstream. This is where we will share important information about your service, as well as payment deadlines and associated late fees.

If you need to make any changes to your account, like an address or name change, simply check the box on the front of your payment stub and fill in your new information on the back. Make sure you include the effective date of the change.



Understanding Your Kinetic Business by Windstream Bill

Need help understanding your bill from Kinetic Business by Windstream?

We're here to help!

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This section lists all of the options available for paying your Kinetic Business by Windstream bill. You can pay your bill four different ways:

ONLINE: Use our MyWIN Business Customer portal at my.windstream.com or on your mobile device to make a one-time payment or set up AUTO PAY.

IN PERSON: Pay at your local retail store.

BY MAIL: Send your check and payment slip to the address shown.

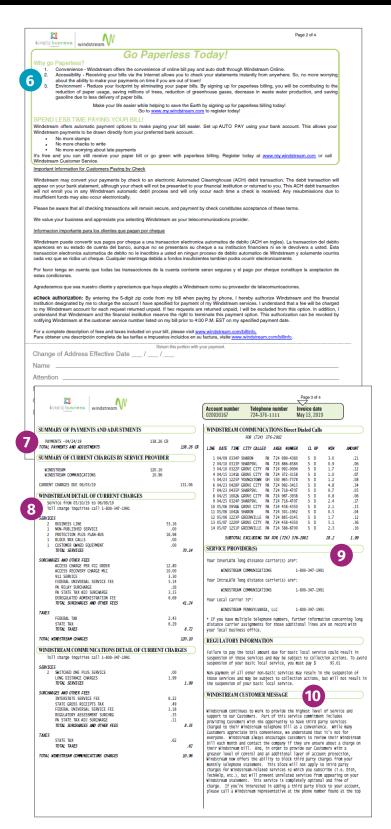
BY PHONE: Call the number provided.



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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

WINDSTREAM HOLDINGS, INC. et al.,

Debtors

Case No. 19-22312 (RDD)

Reporting Period: 4/1/19 - 4/30/19

Federal Tax I.D. # 46-2847717

5/31/19 Date

CORPORATE MONTHLY OPERATING REPORT

REQUIRED DOCUMENTS	FORM NO.	DOCUMENT ATTACHED	EXPLANATION ATTACHED
Schedule of Cash Receipts and Disbursements	MOR-I	Yes	No
Bank Reconciliation (or copies of debtor's bank reconciliations)	MOR-1 (CONT)	Yes	No
Copies of bank statements	San Tarresia		
Cash disbursements journals			
Statement of Operations	MOR-2	Yes	No
Balance Sheet	MOR-3	Yes	No
Status of Post-petition Taxes	MOR-4	Yes	No
Copies of IRS Form 6123 or payment receipt	A POLICE AND A STREET OF		
Copies of tax returns filed during reporting period	MESTANDA DE DE MORRISON		
Summary of Unpaid Post-Petition Debts	MOR-4	Yes	No
Listing of Aged Accounts Payable	CALL COMPANY OF THE PARTY OF TH		
Accounts Receivable Reconciliation and Aging	MOR-5	Yes	No
Payments to Insiders and Professionals	MOR-6	Yes	No
Post Petition Status of Secured Notes	MOR-6	Yes	No
Debtor Questionnaire	MOR-7	Yes	No

This Monthly Operating Report ("MOR") has been prepared solely for the purpose of complying with monthly reporting requirements applicable in the Debtors' chapter 11 cases and is in a format acceptable to the United States Trustee. The financial information contained herein is limited in scope and covers a limited time period. Moreover, such information is preliminary and unaudited, and is not necessarily prepared in accordance with U.S. GAAP.

I declare under penalty of perjury (28 U.S.C. Section 1746) that this report and the attached documents are true and correct to the best of my knowledge and belief

Printed Name of Authorized Individual

Title SVP - Controller

FORM MOR Page I of 17

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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re WINDSTREAM HOLDINGS, INC. et al.,
Debtors

Case No. 19-22312 (RDD)

Reporting Period: 4/1/19 - 4/30/19

Federal Tax I.D. # 46-2847717

LISTING OF DEBTOR ENTITIES

GENERAL:

The report includes activity from the following Debtors and related case numbers:

Debtor	Case Number	Debtor	Case Number
A.R.C. Networks, Inc.	19-22338	Southwest Enhanced Network Services, LLC	19-22409
Allworx Corp.	19-22345	Talk America of Virginia, LLC	19-22412
American Telephone Company LLC	19-22349	Talk America, LLC	19-22416
ARC Networks, Inc.	19-22362	Teleview, LLC	19-22420
ATX Communications, Inc.	19-22368	Texas Windstream, LLC	19-22316
ATX Licensing, Inc.	19-22371	The Other Phone Company, LLC	19-22323
ATX Telecommunications Services of Virginia, LLC	19-22377	TriNet, LLC	19-22327
Birmingham Data Link, LLC	19-22382	TruCom Corporation	19-22334
BOB, LLC	19-22387	US LEC Communications LLC	19-22340
Boston Retail Partners, LLC	19-22392	US LEC of Alabama LLC	19-22343
BridgeCom Holdings, Inc.	19-22403	US LEC of Florida LLC	19-22348
BridgeCom International, Inc.	19-22408	US LEC of Georgia LLC	19-22351
BridgeCom Solutions Group, Inc.	19-22428	US LEC of Maryland LLC	19-22379
Broadview Networks of Massachusetts, Inc.	19-22440	US LEC of North Carolina LLC	19-22383
Broadview Networks of Virginia, Inc.	19-22454	US LEC of Pennsylvania LLC	19-22395
Broadview Networks, Inc.	19-22456	US LEC of South Carolina LLC	19-22404
Broadview NP Acquisition Corp.	19-22461	US LEC of Tennessee LLC	19-22410
Buffalo Valley Management Services, Inc.	19-22463	US LEC of Virginia LLC	19-22415
Business Telecom of Virginia, Inc.	19-22466	US Xchange, Inc.	19-22455
Business Telecom, LLC	19-22469	US Xchange of Illinois, L.L.C.	19-22425
BV-BC Acquisition Corporation	19-22471	US Xchange of Indiana, L.L.C.	19-22436
Cavalier IP TV, LLC	19-22474	US Xchange of Michigan, L.L.C.	19-22443
Cavalier Services, LLC	19-22313	US Xchange of Wisconsin, L.L.C.	19-22450
Cavalier Telephone Mid-Atlantic, L.L.C.	19-22315	Valor Telecommunications of Texas, LLC	19-22460
Cavalier Telephone, L.L.C.	19-22317	WaveTel NC License Corporation	19-22465
CCL Historical, Inc.	19-22319	WIN Sales & Leasing, Inc.	19-22470
Choice One Communications of Connecticut, Inc.	19-22322	Windstream Accucomm Networks, LLC	19-22472
Choice One Communications of Maine, Inc.	19-22324	Windstream Accuconm Telecommunications, LLC	19-22475
Choice One Communications of Massachusetts, Inc.	19-22326	Windstream Alabama, LLC	19-22478
Choice One Communications of New York, Inc.	19-22329	Windstream Arkansas, LLC	19-22483
Choice One Communications of Ohio, Inc.	19-22331	Windstream Buffalo Valley, Inc.	19-22487
Choice One Communications of Pennsylvania, Inc.	19-22332	Windstream Business Holdings, LLC	19-22310
Choice One Communications of Rhode Island, Inc.	19-22335	Windstream BV Holdings, LLC	19-22494
Choice One Communications of Vermont, Inc.	19-22339	Windstream Cavalier, LLC	19-22500
Choice One Communications Resale, L.L.C.	19-22341	Windstream Communications Kerrville, LLC	19-22424
Choice One of New Hampshire, Inc.	19-22344	Windstream Communications Telecom, LLC	19-22429
Cinergy Communications Company of Virginia, LLC	19-22353	Windstream Communications, LLC	19-22433
Conestoga Enterprises, Inc.	19-22356	Windstream Concord Telephone, LLC	19-22439
Conestoga Management Services, Inc.	19-22358	Windstream Conestoga, Inc.	19-22446
Conestoga Wireless Company	19-22360	Windstream CTC Internet Services, Inc.	19-22448
Connecticut Broadband, LLC	19-22363	Windstream D&E Systems, LLC	19-22452
Connecticut Telephone & Communication Systems, Inc.	19-22365	Windstream D&E, Inc.	19-22457
Conversent Communications Long Distance, LLC	19-22366	Windstream Direct, LLC	19-22459
Conversent Communications of Connecticut, LLC	19-22369	Windstream Eagle Holdings, LLC	19-22464
Conversent Communications of Maine, LLC	19-22372	Windstream Eagle Services, LLC	19-22467
Conversent Communications of Massachusetts, Inc.	19-22375	Windstream EN-TEL, LLC	19-22390
Conversent Communications of New Hampshire, LLC	19-22378	Windstream Finance Corp.	19-22397
Conversent Communications of New Jersey, LLC	19-22380	Windstream Florida, LLC	19-22413
Conversent Communications of New York, LLC	19-22384	Windstream Georgia Communications, LLC	19-22418
Conversent Communications of Pennsylvania, LLC	19-22386	Windstream Georgia Telephone, LLC	19-22422
Conversent Communications of Rhode Island, LLC	19-22388	Windstream Georgia, LLC	19-22426
Conversent Communications of Vermont, LLC	19-22391	Windstream Holding of the Midwest, Inc.	19-22431
Conversent Communications Resale, L.L.C.	19-22394	Windstream Holdings, Inc.	19-22312
CoreComm Communications, LLC	19-22399	Windstream Iowa Communications, LLC	19-22434
CoreComm-ATX, Inc.	19-22401	Windstream Iowa-Comm, LLC	19-22441
CTC Communications Corporation	19-22405	Windstream IT-Comm, LLC	19-22444
CTC Communications of Virginia, Inc.	19-22407	Windstream KDL, LLC	19-22449
D&E Communications, LLC	19-22411	Windstream KDL-VA, LLC	19-22453
D&E Management Services, Inc.	19-22414	Windstream Kentucky East, LLC	19-22458
D&E Networks, Inc.	19-22417	Windstream Kentucky West, LLC	19-22462

FORM Listing Page 2 of 17

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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re WINDSTREAM HOLDINGS, INC. et al...
Debtors

Case No. 19-22312 (RDD)

Reporting Period: 4/1/19 - 4/30/19

Federal Tax I.D. # 46-2847717

LISTING OF DEBTOR ENTITIES

GENERAL:

The report includes activity from the following Debtors and related case numbers:

Debtor	Case Number	Debtor	Case Number
D&E Wireless, Inc.	19-22419	Windstream Kerrville Long Distance, LLC	19-22468
Deltacom, LLC	19-22423	Windstream Lakedale Link, Inc.	19-22473
Earthlink Business, LLC	19-22427	Windstream Lakedale, Inc.	19-22477
Earthlink Carrier, LLC	19-22430	Windstream Leasing, LLC	19-22482
Equity Leasing, Inc.	19-22432	Windstream Lexcom Communications, LLC	19-22486
Eureka Broadband Corporation	19-22435	Windstream Lexcom Entertainment, LLC	19-22491
Eureka Holdings, LLC	19-22437	Windstream Lexcom Long Distance, LLC	19-22498
Eureka Networks, LLC	19-22438	Windstream Lexcom Wireless, LLC	19-22502
Eureka Telecom of VA, Inc.	19-22442	Windstream Mississippi, LLC	19-22504
Eureka Telecom, Inc	19-22445	Windstream Missouri, LLC	19-22506
Georgia Windstream, LLC	19-22447	Windstream Montezuma, LLC	19-22508
Heart of the Lakes Cable Systems, Inc.	19-22451	Windstream Nebraska, Inc.	19-22510
Infocore, Inc.	19-22314	Windstream Network Services of the Midwest, Inc.	19-22511
InfoHighway Communications Corporation	19-22318	Windstream New York, Inc.	19-22512
Info-Highway International, Inc.	19-22321	Windstream Norlight, LLC	19-22513
InfoHighway of Virginia, Inc.	19-22325	Windstream North Carolina, LLC	19-22514
Intellifiber Networks, LLC	19-22328	Windstream NorthStar, LLC	19-22515
Iowa Telecom Data Services, L.C.	19-22330	Windstream NTI, LLC	19-22516
Iowa Telecom Technologies, LLC	19-22333	Windstream NuVox Arkansas, LLC	19-22517
IWA Services, LLC	19-22336	Windstream NuVox Illinois, LLC	19-22518
KDL Holdings, LLC	19-22337	Windstream NuVox Indiana, LLC	19-22519
LDMI Telecommunications, LLC	19-22342	Windstream NuVox Kansas, LLC	19-22476
Lightship Telecom, LLC	19-22346	Windstream NuVox Missouri, LLC	19-22480
MassComm, LLC	19-22347	Windstream NuVox Ohio, LLC	19-22484
McLeodUSA Information Services LLC	19-22350	Windstream NuVox Oklahoma, LLC	19-22489
McLeodUSA Purchasing, L.L.C.	19-22352	Windstream NuVox, LLC	19-22492
McLeodUSA Telecommunications Services, L.L.C.	19-22355	Windstream of the Midwest, Inc.	19-22496
MPX, Inc.	19-22357	Windstream Ohio, LLC	19-22501
Nashville Data Link, LLC	19-22361	Windstream Oklahoma, LLC	19-22503
Network Telephone, LLC	19-22364	Windstream Pennsylvania, LLC	19-22505
Norlight Telecommunications of Virginia, LLC	19-22367	Windstream Services, LLC	19-22400
Oklahoma Windstream, LLC	19-22370	Windstream SHAL Networks, Inc.	19-22507
Open Support Systems, LLC	19-22373	Windstream SHAL, LLC	19-22509
PaeTec Communications of Virginia, LLC	19-22376	Windstream Shared Services, LLC	19-22479
PaeTec Communications, LLC	19-22311	Windstream South Carolina, LLC	19-22481
PAETEC Holding, LLC	19-22381	Windstream Southwest Long Distance, LLC	19-22485
PAETEC ITEL, L.L.C.	19-22385	Windstream Standard, LLC	19-22488
PAETEC Realty LLC	19-22389	Windstream Sugar Land, LLC	19-22490
PAETEC, LLC	19-22393	Windstream Supply, LLC	19-22493
PCS Licenses, Inc.	19-22396	Windstream Systems of the Midwest, Inc.	19-22495
Progress Place Realty Holding Company, LLC	19-22398	Windstream Western Reserve, LLC	19-22497
RevChain Solutions, LLC	19-22402	Xeta Technologies, Inc.	19-22499
SM Holdings, LLC	19-22406		

FORM Listing Page 3 of 17

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re WINDSTREAM HOLDINGS, INC. et al.,

Case No.	19-22312 (RDD)

Reporting Period: 4/1/19 - 4/30/19

Federal Tax 1.D. # 46-2847717

GLOBAL NOTES AND STATEMENTS OF LIMITATIONS AND DISCLAIMERS REGARDING THE DEBTORS' MONTHLY OPERATING REPORT

On February 25, 2019 (the "Petition Date"), each of the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The Debtors' Chapter 11 Cases are jointly administered for procedural purposes only under Windstream Holdings, Inc, No. 19-22312 (RDD) (S.D.N.Y.) pursuant to an order entered by the Bankruptcy Court on February 28, 2019 Docket No. 56. On March 12, 2019, the United States Trustee for Region 2 (the "U.S. Trustee") appointed an official committee of unsecured creditors pursuant to section 1102(a) of the Bankruptcy Code Docket No. 136. The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

- [1] General Methodology: The Debtors are filing their consolidated monthly operating report (the "MOR") solely for purposes of complying with the monthly operating requirements applicable in the Debtors' Chapter 11 Cases. The financial information contained herein is unaudited, limited in scope, and as discussed below, not necessarily prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The MOR should not be relied upon by any persons for information relating to current or future financial conditions, events, or performance of any of the Debtors or their affiliates, as the results of operations contained herein are not necessarily indicative of results which may be expected from any other period or for the full year, and may not necessarily reflect the consolidated results of operations, financial position, and schedule of receipts and disbursements in the future. There can be no assurance that such information is complete, and the MOR may be subject to revision. The following notes, statements, and limitations should be referred to, and referenced in connection with, any review of the MOR.
- [2] Basis of Presentation. For financial reporting purposes, the Debtors prepare monthly consolidated financial statements, which include information for Windstream Holdings, and all of its subsidiaries. The Debtors are maintaining their books and records in accordance with GAAP and the information furnished in this MOR uses the Debtors' normal accrual method of accounting. In preparing the MOR, the Debtors relied on financial data derived from their books and records that was available at the time of preparation. Nevertheless, in preparing this MOR, the Debtors made reasonable efforts to supplement the information set forth in their books and records with additional information concerning transactions that may not have been identified therein. Subsequent information or discovery may result in material changes to the MOR and errors or omissions may exist. Notwithstanding any such discovery, new information, or errors or omissions, the Debtors do not undertake any obligation or commitment to update this MOR.
- [3] Reporting Period. Unless otherwise noted herein, the MOR generally reflects the Debtors' books and records and financial activity occurring during the applicable reporting period. Except as otherwise noted, no adjustments have been made for activity occurring after the close of the reporting period.
- [4] Accuracy. The financial information disclosed herein was not prepared in accordance with federal or state securities laws or other applicable non-bankruptcy law or in lieu of complying with any periodic reporting requirements thereunder. Persons and entities trading in or otherwise purchasing, selling, or transferring the claims against or equity interests in the Debtors should evaluate this financial information in light of the purposes for which it was prepared. The Debtors are not liable for and undertake no responsibility to indicate variations from securities laws or for any evaluations of the Debtors based on this financial information or any other information.
- [5] Liabilities Subject to Compromise: Due to the filing of the Chapter 11 Cases on February 25, 2019, the payment of pre-petition indebtedness is generally subject to compromise pursuant to a plan of reorganization. Generally, actions to enforce or otherwise effect payment of pre-bankruptcy filing liabilities are stayed. Although payment of pre-petition claims generally is not permitted, the Bankruptcy Court granted the Debtors authority to pay certain pre-petition claims in designated categories and subject to certain terms and conditions. This relief generally was designed to preserve the value of the Debtors' businesses and assets. Among other things, the Bankruptcy Court authorized the Debtors to pay certain pre-petition claims relating to employee wages and benefits, taxes and critical vendors. The Debtors have been paying and intend to pay undisputed post-petition liabilities in the ordinary course of business. In addition, the Debtors may reject certain pre-petition executory contracts and unexpired leases with respect to their operations with the approval of the Bankruptcy Court.

Pre-petition liabilities that are subject to compromise are required to be reported at the amounts expected to be allowed, even if they may be settled for lesser amounts. The amounts currently classified as Liabilities Subject to Compromise may be subject to future adjustments depending on Bankruptcy Court actions, further developments with respect to disputed claims, determinations of secured status of certain claims, the values of any collateral securing such claims, or other events. We cannot reasonably estimate the value of the claims that will ultimately be allowed by the Bankruptcy Court until our evaluation, investigation and reconciliation of the filed claims has been completed. Any resulting changes in classification will be reflected in subsequent financial statements,

- [6] Reservation of Rights. The Debtors reserve all rights to amend or supplement the MOR in all respects, as may be necessary or appropriate, but shall be under no obligation to do so. Nothing contained in this MOR shall constitute a waiver of any of the Debtors' rights or an admission with respect to their Chapter 11 Cases.
- [7] ASC 852. This accounting standard requires expenses and income directly associated with the Chapter 11 Cases to be reported separately in the statement of operations as reorganization items, net. Reorganization items, net primarily include write-off of certain original issue discount and fees relating to debt obligations classified as Liabilities Subject to Compromise, expenses related to legal advisory and representation services, other professional consulting and advisory services, and changes in liabilities subject to compromise recognized as there are changes in amounts expected to be allowed as claims. Nothing contained in this MOR shall constitute a waiver of any of the Debtors' rights or an admission with respect to the Chapter 11 Cases, including, but not limited to, matters involving objections to claims, substantive consolidation, equitable subordination, defenses, characterization or re-characterization of contracts, assumption or rejection of contracts under the provisions of Chapter 3 of Title 11 of the Bankruptcy Code and/or causes of action under the provisions of Chapter 5 of the Bankruptcy Code or any other relevant applicable laws to recover assets or avoid transfers.

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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re WINDSTREAM HOLDINGS, INC. et al.,
Debtors

Case No. 19-22312 (RDD)

Reporting Period: 4/1/19 - 4/30/19

Federal Tax I.D. # 46-2847717

$\underline{SCHEDULE\ OF\ CASH\ RECEIPTS\ AND\ DISBURSEMENTS}^{[1,\ 2]}$

Case No.	Case Name	Cash Receipts	Cash Disbursements
19-22338	A.R.C. Networks, Inc.	s -	s -
19-22345	Allworx Corp.		
19-22349	American Telephone Company LLC	56,041	9,219
19-22362	ARC Networks, Inc.	-	-
19-22368	ATX Communications, Inc.		
19-22371	ATX Licensing, Inc.	-	-
19-22377	ATX Telecommunications Services of Virginia, LLC	-	-
19-22382	Birmingham Data Link, LLC	-	-
19-22387	BOB, LLC	38,972	41,497
19-22392	Boston Retail Partners, LLC	-	-
19-22403	BridgeCom Holdings, Inc.		
19-22408	BridgeCom International, Inc.	-	-
19-22428	BridgeCom Solutions Group, Inc.		
19-22440	Broadview Networks of Massachusetts, Inc.	-	-
19-22454	Broadview Networks of Virginia, Inc.		
19-22456	Broadview Networks, Inc.	47,146,260	48,517,557
19-22461	Broadview NP Acquisition Corp	-	
19-22463	Buffalo Valley Management Services, Inc.	308,003	307,441
19-22466	Business Telecom of Virginia, Inc.		-
19-22469	Business Telecom, LLC	-	-
19-22471	BV-BC Acquisition Corporation		- "-
19-22474	Cavalier IP TV, LLC	-	-
19-22313	Cavalier Services, LLC	•	
19-22315	Cavalier Telephone Mid-Atlantic, L.L.C.	-	-
19-22317	Cavalier Telephone, L.L.C.	610,781	484,105
19-22319	CCL Historical, Inc.	-	-
19-22322	Choice One Communications of Connecticut, Inc.	-	
19-22324	Choice One Communications of Maine, Inc.	-	-
19-22326	Choice One Communications of Massachusetts, Inc.	-	
19-22329	Choice One Communications of New York, Inc.	12,551,681	12,861,520
19-22331	Choice One Communications of Ohio, Inc.	-	-
19-22332	Choice One Communications of Pennsylvania, Inc.	-	-
19-22335	Choice One Communications of Rhode Island, Inc.	-	
19-22339	Choice One Communications of Vermont, Inc.	-	-
19-22341	Choice One Communications Resale, L.L.C.		-
19-22344	Choice One of New Hampshire, Inc.	_	
19-22353	Cinergy Communications Company of Virginia, LLC	-	-
19-22356	Conestoga Enterprises, Inc.	-	-
19-22358	Conestoga Management Services, Inc.	1,169,570	1,167,626
19-22360	Conestoga Wireless Company	-	-
19-22363	Connecticut Broadband, LLC	-	-
19-22365	Connecticut Telephone & Communication Systems, Inc.	-	-
19-22366	Conversent Communications Long Distance, LLC	-	-
19-22369	Conversent Communications of Connecticut, LLC	-	-
19-22372	Conversent Communications of Maine, LLC	-	-
19-22375	Conversent Communications of Massachusetts, Inc.	-	-
19-22378	Conversent Communications of New Hampshire, LLC	-	
19-22380	Conversent Communications of New Jersey, LLC	-	-
19-22384	Conversent Communications of New York, LLC	-	
19-22386	Conversent Communications of Pennsylvania, LLC		
19-22388	Conversent Communications of Rhode Island, LLC	-	
19-22391	Conversent Communications of Vermont, LLC		
19-22394	Conversent Communications Resale, L.L.C.	-	
19-22399	CoreComm Communications, LLC	-	
19-22401	CoreComm-ATX, Inc.		
19-22405	CTC Communications Corporation	-	i .
19-22407	CTC Communications of Virginia, Inc.	-	
19-22411	D&E Communications, LLC	-	
19-22414	D&E Management Services, Inc.	520,997	522,714
19-22417	D&E Networks, Inc.	-	
19-22419	D&E Wireless, Inc.	-	
19-22423	Deltacom, LLC	28,058,474	27,064,496
19-22427	Earthlink Business, LLC	1	1

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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re WINDSTREAM HOLDINGS, INC. et al.,
Debtors

Case No. 19-22312 (RDD)

Reporting Period: 4/1/19 - 4/30/19

Federal Tax I.D. # 46-2847717

SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS^[1, 2]

Case No.	Case Name	Cash Receipts	Cash Disbursements
19-22430	Earthlink Carrier, LLC	2,487,073	2,487,073
19-22432	Equity Leasing, Inc.	-	-
19-22435	Eureka Broadband Corporation	-	-
19-22437	Eureka Holdings, LLC		•
19-22438	Eureka Networks, LLC	-	
19-22442	Eureka Telecom of VA. Inc.		•
19-22445	Eureka Telecom, Inc.		
19-22447	Georgia Windstream, LLC		•
19-22451	Heart of the Lakes Cable Systems, Inc.	-	
19-22314	Infocore, Inc.		
19-22318	InfoHighway Communications Corporation	-	
19-22321	Info-Highway International, Inc.		
19-22325	InfoHighway of Virginia, Inc.	-	
19-22328	Intellifiber Networks, LLC		<u> </u>
19-22320	Iowa Telecom Data Services, L.C.		·
19-22333	Iowa Telecom Technologies, LLC		
19-22336	IWA Services, LLC	-	•
19-22337			
	KDL Holdings, LLC	•	-
19-22342 19-22346	LDMI Telecommunications, LLC	-	<u>.</u>
	Lightship Telecom, LLC		
19-22347	MassComm, LLC	10,298	10,310
19-22350	McLeodUSA Information Services LLC		-
19-22352	McLeodUSA Purchasing, L.L.C.	-	-
19-22355	McLeodUSA Telecommunications Services, L.L.C.	-	<u> </u>
19-22357	MPX, Inc.		<u>-</u>
19-22361	Nashville Data Link, LLC	-	-
19-22364	Network Telephone, LLC	•	
19-22367	Norlight Telecommunications of Virginia, LLC	-	
19-22370	Oklahoma Windstream, LLC	·	
19-22373	Open Support Systems, LLC	-	
19-22376	PaeTec Communications of Virginia, LLC	<u>-</u>	-
19-22311	PaeTec Communications, LLC	134,002,901	134,088,881
19-22381	PAETEC Holding, LLC	-	•
19-22385	PAETEC iTEL, L.L.C.	•	
19-22389	PAETEC Realty LLC	-	
19-22393	PAETEC, LLC		-
19-22396	PCS Licenses, Inc.	5,123	4,031
19-22398	Progress Place Realty Holding Company, LLC	-	· · · · · · · · · · · · · · · · · · ·
19-22402	RevChain Solutions, LLC	-	-
19-22406	SM Holdings, LLC	-	-
19-22409	Southwest Enhanced Network Services, LLC	-	•
19-22412	Talk America of Virginia, LLC	-	_
19-22416	Talk America, LLC	-	•
19-22420	Teleview, LLC		-
19-22316	Texas Windstream, LLC	-	•
19-22323	The Other Phone Company, LLC		-
19-22327	TriNet, LLC		•
19-22334	TruCom Corporation		
19-22340	US LEC Communications LLC		-
19-22343	US LEC of Alabama LLC		
19-22348	US LEC of Florida LLC		
19-22351	US LEC of Georgia LLC	•	-
19-22379	US LEC of Maryland LLC		
19-22383	US LEC of North Carolina LLC		•
19-22395	US LEC of Pennsylvania LLC	•	
19-22393	US LEC of South Carolina LLC	•	
19-22410	US LEC of Tennessee LLC		
19-22415		-	
	US LEC of Virginia LLC	-	
19-22455	US Xchange, Inc.	•	-
10.00405	US Xchange of Illinois, L. L. C.	-	•
19-22425			
19-22436	US Xchange of Indiana, L.L.C.	•	
		-	-

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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re WINDSTREAM HOLDINGS, INC. et al..
Debtors

Case No. 19-22312 (RDD)

Reporting Period: 4/1/19 - 4/30/19

Federal Tax 1.D. # 46-2847717

$\underline{\textbf{SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS}}^{[1,\,1]}$

Case No.	Case Name	Cash Receipts	Cash Disbursements
19-22460	Valor Telecommunications of Texas, LLC	315,380	315,380
19-22465	WaveTel NC License Corporation	- 1	-
19-22470	WIN Sales & Leasing, Inc.	-	-
19-22472	Windstream Accucomm Networks, LLC	-	
19-22475	Windstream Accucomm Telecommunications, LLC		-
19-22478	Windstream Alabama, LLC	-	
19-22483	Windstream Arkansas, LLC		
19-22487	Windstream Buffalo Valley, Inc.	-	•
19-22310	Windstream Business Holdings, LLC	51,441,545	51,436,239
19-22494	Windstream BV Holdings, LLC	-	<u> </u>
19-22500	Windstream Cavalier, LLC	•	-
19-22424	Windstream Communications Kerrville, LLC	3,077	12
19-22429	Windstream Communications Telecom, LLC	-	
19-22433	Windstream Communications, LLC	408,547,455	402,197,163
19-22439	Windstream Concord Telephone, LLC	326,409	326,409
19-22446	Windstream Conestoga, Inc.	-	
19-22448	Windstream CTC Internet Services, Inc.		-
19-22452	Windstream D&E Systems, LLC	28,187	28,187
19-22457	Windstream D&E, Inc.	-	•
19-22459	Windstream Direct, LLC	-	
19-22464	Windstream Eagle Holdings, LLC	-	
19-22467	Windstream Eagle Services, LLC		
19-22390	Windstream EN-TEL, LLC	-	
19-22397	Windstream Finance Corp.	-	
19-22413	Windstream Florida, LLC	147,303	148,552
19-22418	Windstream Georgia Communications, LLC	670,034	670,778
19-22422	Windstream Georgia Telephone, LLC	-	
19-22426	Windstream Georgia, LLC	9,175	7,906
19-22431	Windstream Holding of the Midwest, Inc.		
19-22312	Windstream Holdings, Inc.	54,730,625	54,730,625
19-22434	Windstream Iowa Communications, LLC	-	
19-22441	Windstream Iowa-Comm, LLC	-	
19-22444	Windstream IT-Comm, LLC	-	-
19-22449	Windstream KDL, LLC	-	· · · · · · · · · · · · · · · · · · ·
19-22453	Windstream KDL-VA, LLC	*	
19-22458	Windstream Kentucky East, LLC	839,155	838,670
	Windstream Kentucky West, LLC		
19-22468 19-22473	Windstream Kerrville Long Distance, LLC	-	
19-22477	Windstream Lakedale Link, Inc		
19-22482	Windstream Lakedale, Inc.		
19-22486	Windstream Leasing, LLC Windstream Lexcom Communications, LLC	165 996	145.004
19-22491	Windstream Lexcom Entertainment, LLC	165,886	165,886
19-22491	Windstream Lexcom Long Distance, LLC	 	
19-22502	Windstream Lexcom Wireless, LLC		
19-22504	Windstream Mississippi, LLC	-	-
19-22506	Windstream Missouri, LLC	7,671	7,217
19-22508	Windstream Montezuma, LLC	43,828	44,114
19-22510	Windstream Nebraska, Inc.	99,919	99,593
19-22511	Windstream Network Services of the Midwest, Inc.	- 416,66	
19-22512	Windstream New York, Inc.	304	1,186
19-22513	Windstream Norlight, LLC	304	1,160
19-22514	Windstream North Carolina, LLC	6,857	6,802
19-22515	Windstream NorthStar, LLC	0,057	0,802
19-22516	Windstream NTI, LLC		
19-22517	Windstream NuVox Arkansas, LLC		
19-22518	Windstream NuVox Illinois, LLC	1	
19-22519	Windstream NuVox Indiana, LLC		
19-22476	Windstream NuVox Kansas, LLC	1	
19-22480	Windstream NuVox Missouri, LLC		
19-22484	Windstream NuVox Ohio, LLC	-	
19-22489	Windstream NuVox Oklahoma, LLC	<u> </u>	
19-22492	Windstream NuVox, LLC	7,188,684	7,188,684

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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re WINDSTREAM HOLDINGS, INC. et al.,

Case No. 19-22312 (RDD)

Reporting Period: 4/1/19 - 4/30/19

Federal Tax 1.D. # 46-2847717

SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS [1, 2]

Case No.	Case Name	Cash Receipts	Cash Disbursements
19-22496	Windstream of the Midwest, Inc.	- 1	-
19-22501	Windstream Ohio, LLC	2,280	2,504
19-22503	Windstream Oklahoma, LLC	-	-
19-22505	Windstream Pennsylvania, LLC		•
19-22400	Windstream Services, LLC	1,232,298,768	1,139,190,500
19-22507	Windstream SHAL Networks, Inc.		•
19-22509	Windstream SHAL, LLC	-	-
19-22479	Windstream Shared Services, LLC	19,795	19,795
19-22481	Windstream South Carolina, LLC	19,212	19,212
19-22485	Windstream Southwest Long Distance, LLC		-
19-22488	Windstream Standard, LLC	664,567	687,627
19-22490	Windstream Sugar Land, LLC		•
19-22493	Windstream Supply, LLC	-	•
19-22495	Windstream Systems of the Midwest, Inc.	-	-
19-22497	Windstream Western Reserve, LLC	- 1	-
19-22499	Xeta Technologies, Inc.	5,639,801	5,437,275
	Total Debtors	\$ 1,990,182,092	S 1,891,136,787

Notes:

- [1] Includes cash receipts and disbursements related to third party transactions as well as intercompany transfers between Debtors.
- [2] The cash receipts and cash disbursements disclosed in this Monthly Operating Report reflect the bank activity records available to the Debtors. For the purpose of calculating the U.S. Trustee fee, cash disbursements disclosed in this Monthly Operating Report are allocated to the Debtor entity receiving the benefit of such disbursement.

$\begin{array}{lll} \textbf{119203346-ddd} & \textbf{D005943-filed 6.643105913.62.44er} \\ \textbf{231 PFg G1af717} \end{array}$

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

WINDSTREAM HOLDINGS, INC. et al., Debtors

Case No. 19-22312 (RDD)

Reporting Period: 4/1/19 - 4/30/19

Federal Tax I.D. # 46-2847717

BANK ACCOUNT RECONCILIATIONS[1]

Legal Entity	Case Number	Bank/Account Description	Account Number [1]	Ending Bank Balance
American Telephone Company LLC	19-22349	Bank of America / Disb.	9254	\$ 46,823
BOB, LLC	19-22387	CIBC/ Dep.	0393	8,396
Broadview Networks, Inc.	19-22456	Citibank/ Dep.	3276	444,003
Broadview Networks, Inc.	19-22456	RBC/ Disb.	1225 3	74,632
Broadview Networks, Inc.	19-22456	Citibank/ Dep.	3268	167,826
Broadview Networks, Inc.	19-22456	Citibank/ Other	1189	
Broadview Networks, Inc.	19-22456	Citibank/ Other	7016	•
Broadview Networks, Inc.	19-22456	Citibank/ Other	9378	
Broadview Networks, Inc.	19-22456	Citibank/ Other	2139	-
Broadview Networks, Inc.	19-22456	Citibank/ Other	5321	
Broadview Networks, Inc.	19-22456	Citibank/ Other	8237	
Buffalo Valley Management Services, Inc.	19-22463	Wells Fargo Bank/ Other	4234	2,834
Buffalo Valley Management Services, Inc.	19-22463	US Bank/ Other	0220	4,997
Cavalier Telephone, L.L.C.	19-22317	Bank of America/ Dep.	7841	132,117
Choice One Communications of New York, Inc.	19-22329	Bank of America/ Dep.	6429	519,690
Choice One Communications of New York, Inc.	19-22329	Bank of America/ Dep.	8396	50,807
Conestoga Management Services, Inc.	19-22358 19-22358	US Bank/ Other	0195	8,263 90
Conestoga Management Services, Inc.	19-22338	Wells Fargo Bank/ Other Bank of America/ Other	4247	454
D&E Management Services, Inc. D&E Management Services, Inc.	19-22414	US Bank/ Other	3288 8333	5,564
DeltaCom, LLC	19-22423	Regions/ Dep.	6996	1,404,677
DeltaCom, LLC	19-22423	Fifth Third Bank/ Dep.	8741	904,223
EarthLink Carrier, LLC	19-22430	Regions/ Dep.	6708	304,223
MassComm, LLC	19-22347	Chase Bank/ Dep.	7517	48,639
MassComm, LLC	19-22347	Chase Bank/ Disb.	9872	25,989
MassComm, LLC	19-22347	Chase Bank/ Dep.	7509	4,753
Paetec Communications, LLC	19-22311	HSBC/ Dep.	9204	508,046
Paetec Communications, LLC	19-22311	M&T Bank/ Dep.	2501	812,027
Paetec Communications, LLC	19-22311	Bank of America/ Dep.	0882	d -same consider
Paetec Communications, LLC	19-22311	Chase Bank/ Dep.	3425	-
PCS Licenses, Inc.	19-22396	Bank of America/ Other	3291	2
PCS Licenses, Inc.	19-22396	US Bank/ Other	3880	5,005
Valor Telecommunications of Texas, LLC	19-22460	Bank of America/ Dep.	1529	
Valor Telecommunications of Texas, LLC	19-22460	Wells Fargo Bank/ Dep.	5518	
Windstream Business Holdings, LLC	19-22310	Bank of America/ Dep.	5419	331,713
Windstream Business Holdings, LLC	19-22310	Bank of America/ Dep.	7948	
Windstream Communications Kerrville, LLC	19-22424	Security State Bank & Trust/ Dep.	xxxx	4,096
Windstream Communications, LLC	19-22433	Chase Bank/ Dep.	8972	3,745,688
Windstream Communications, LLC	19-22433	Wells Fargo Bank/ Dep.	3712	7,425,219
Windstream Communications, LLC	19-22433	Bank of America/ Dep.	3741	
Windstream Communications, LLC	19-22433	Bank of America/ Dep.	0600	
Windstream Communications, LLC	19-22433	Bank of America/ Dep.	5301	
Windstream Communications, LLC Windstream Communications, LLC	19-22433 19-22433	Bank of America/ Dep	5314	
Windstream Communications, LLC	19-22433	Bank of America/ Dep. Bank of America/ Disb.	5327 1672	
Windstream Communications, LLC	19-22433	Bank of America/ Disc.	1698	
Windstream Communications, LLC	19-22433	Bank of America/ Dep.	1724	
Windstream Communications, LLC	19-22433	Bank of America/ Dep.	1737	_
Windstream Communications, LLC	19-22433	Bank of America/ Dep.	1795	
Windstream Communications, LLC	19-22433	Bank of America/ Dep.	1441	
Windstream Communications, LLC	19-22433	Bank of America/ Dep.	1454	
Windstream Communications, LLC	19-22433	Bank of America/ Dep.	4239	
Windstream Communications, LLC	19-22433	Bank of America/ Dep.	4144	
Windstream Communications, LLC	19-22433	Chase Bank/ Dep.	6643	
Windstream Concord Telephone, LLC	19-22439	Bank of America/ Dep.	6399	
Windstream Concord Telephone, LLC	19-22439	Bank of America/ Dep.	6412	
Windstream D&E Systems, LLC	19-22452	Bank of America/ Dep.	0702	100000
Windstream Florida, LLC	19-22413	First Federal Savings/ Dep.	7709	17,892
Windstream Georgia Communications, LLC	19-22418	Exchange Bank/ Dep.	XXXX	23,940
Windstream Georgia Communications, LLC	19-22418	Bank of America/ Dep.	7765	2,930
Windstream Georgia Communications, LLC	19-22418	Bank of America/ Dep.	3834	1 -41 -42 - 17
Windstream Georgia Communications, LLC	19-22418	Bank of America/ Dep.	1766	
Windstream Georgia Communications, LLC	19-22418	Bank of America/ Dep.	4507	

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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re WINDSTREAM HOLDINGS, INC. et al.,
Debtors

Case No. 19-22312 (RDD)

Reporting Period: 4/1/19 - 4/30/19

Federal Tax I.D. # 46-2847717

BANK ACCOUNT RECONCILIATIONS[1]

Legal Entity	Case Number	Bank/Account Description	Account Number [2]	Ending Bank Balance
Windstream Georgia Communications, LLC	19-22418	Wells Fargo Bank/ Dep.	8115	
Windstream Georgia, LLC	19-22426	The Farmers Bank/ Dep.	XXXX	2,299
Windstream Holdings, Inc.	19-22312	Bank of America/ Disb.	2369	
Windstream Kentucky East, LLC	19-22458	Forcht Bank (Campbellsville)/ Dep.	9736	34,763
Windstream Kentucky East, LLC	19-22458	Chase Bank/ Dep.	2757	7,124
Windstream Kentucky East, LLC	19-22458	Chase Bank/ Dep.	2773	3,777
Windstream Kentucky East, LLC	19-22458	Bank of America/ Dep.	0571	
Windstream Kentucky East, LLC	19-22458	Bank of America/ Dep.	0597	-
Windstream Lexcom Communications, LLC	19-22486	Wells Fargo Bank/ Dep.	5700	-
Windstream Missouri, LLC	19-22506	First Missouri Bank/ Dep.	0464	2,655
Windstream Montezuma, LLC	19-22508	Montezuma State Bank/ Dep.	XXXX	15,936
Windstream Nebraska, Inc.	19-22510	US Bank/ Dep.	9924	29,097
Windstream Nebraska, Inc	19-22510	US Bank/ Dep.	3936	15,881
Windstream Nebraska, Inc.	19-22510	Wells Fargo Bank/ Dep.	1370	
Windstream New York, Inc.	19-22512	Suntrust/ Dep.	9486	1,279
Windstream North Carolina, LLC	19-22514	First Bank/ Dep.	0206	1,670
Windstream North Carolina, LLC	19-22514	Suntrust/ Dep.	4078	1,254
Windstream NuVox, LLC	19-22492	Chase Bank/ Dep.	8595	
Windstream Ohio, LLC	19-22501	First Central National Bank/ Dep.	XXXX	1,079
Windstream Services, LLC	19-22400	Bank of America/ Concen.	1805	487,157,437
Windstream Services, LLC	19-22400	Bank of America/ Other	5832	5,254,259
Windstream Services, LLC	19-22400	Bank of America/ Adeq. Assur	3937	2,500,000
Windstream Services, LLC	19-22400	Bank of America/ Disb.	4885	
Windstream Services, LLC	19-22400	Bank of America/ Disb.	4893	
Windstream Services, LLC	19-22400	Bank of America/ Disb.	4919	
Windstream Services, LLC	19-22400	Bank of America/ Disb.	8985	
Windstream Services, LLC	19-22400	Bank of America/ Disb.	2933	
Windstream Services, LLC	19-22400	Bank of America/ Disb.	2941	
Windstream Services, LLC	19-22400	Bank of America/ Disb.	5089	
Windstream Services, LLC	19-22400	Bank of America/ Dep.	6049	
Windstream Services, LLC	19-22400	Bank of America/ Dep.	1821	
Windstream Services, LLC	19-22400	Bank of America/ Disb.	7973	
Windstream Services, LLC	19-22400	Bank of America/ Other	5309	
Windstream Shared Services, LLC	19-22479	Chase Bank/ Dep.	8926	
Windstream South Carolina, LLC	19-22481	Bank of America/ Dep.	5525	
Windstream Standard, LLC	19-22488	Regions/ Dep.	2442	37,212
Windstream Standard, LLC	19-22488	Regions/ Dep.	2469	23,963
Windstream Standard, LLC	19-22488	United Community Bank/ Dep.	4351	15,704
Windstream Standard, LLC	19-22488	Bank of America/ Dep.	7781	3,797
Xeta Technologies, Inc.	19-22499	Commerce Bank/ Dep.	0382	388,650
Xeta Technologies, Inc.	19-22499	Commerce Bank/ Dep.	6094	4,695
Xeta Technologies, Inc.	19-22499	M&T Bank/ Disb.	2912	4,07.

Bank-to-Book Cash Reconciliation

DAUK-to-Dook Cash Recontination				
Total Bank Balance	\$	512,233,865		
(+) Credit Card Receipts in-Transit		12,382,459		
(+)/(-) Other Cash-in-Transit/ Reconciling Items		892,428		
(-) Restricted Cash		(7,753,395)		
Cash and Cash Equivalents Book Balance (MOR - 3)	S	517,755,357		

Notes:

- [1] Copies of Bank Statements and Cash Disbursement journals are available upon request.
- [2] Last four digits of account number. Accounts listed as "xxxx" have account numbers of 6 or fewer digits and have been excluded herein for confidentiality purposes,
- [3] Funds in this account are held in CAD; balance reflected herein is converted to USD using end of period exchange rates.

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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re WINDSTREAM HOLDINGS, INC. et al.,
Debtors

Case No. 19-22312 (RDD)

Reporting Period: 4/1/19 - 4/30/19

Federal Tax I.D. # 46-2847717

STATEMENT OF OPERATIONS

WINDSTREAM HOLDINGS, INC.
(DEBTOR-IN-POSSESSION)
CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)

Reporting period of Apr 1 through Apr 30, 2019	
Revenues and sales:	
Service revenues	\$ 428,683,757
Product sales	5,489,828
Total revenues and sales	434,173,585
Costs and expenses:	
Cost of services (exclusive of depreciation and amortization included below)	271,824,962
Cost of products sold	5,588,127
Selling, general, administrative and other	63,764,161
Depreciation and amortization	89,039,492
Merger and integration costs	741,833
Restructuring charges	2,217,790
Total costs and expenses	433,176,365
Operating profit	997,220
Other income, net	649,198
Reorganization items, net	(18,655,797
Interest expense	(27,313,655
Loss before income taxes	(44,323,034)
Income tax benefit	(11,226,945
Net loss	\$ (33,096,089

FORM MOR-2 Page 11 of 17

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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re WINDSTREAM HOLDINGS, INC. et al.,
Debtors

Case No. 19-22312 (RDD)

Reporting Period: 4/1/19 - 4/30/19

Federal Tax I.D. # 46-2847717

BALANCE SHEET

WINDSTREAM HOLDINGS, INC. (DEBTOR-IN-POSSESSION) CONSOLIDATED BALANCE SHEETS (UNAUDITED)

PRESENTATION OF THE RESERVE OF THE SECOND OF	April 30, 2019
Assets	
Current Assets:	
Cash and cash equivalents	\$ 517,755,357
Restricted cash	7,753,395
Accounts receivable (less allowance for doubtful accounts)	621,713,359
Inventories	76,693,157
Prepaid expenses and other	205,718,725
Total current assets	1,429,633,993
Goodwill	434,683,854
Other intangibles, net	1,160,377,257
Net property, plant and equipment	3,629,529,908
Operating lease right-of-use assets	4,153,488,920
Other assets	84,026,529
Total Assets	10,891,740,461
Liabilities and Shareholders' Deficit	· · · · · · · · · · · · · · · · · · ·
Current Liabilities:	
Current portion of long-term debt	3,715,941,478
Accounts payable	201,609,074
Advance payments and customer deposits	163,819,167
Accrued taxes	64,685,804
Accrued interest	1,585,546
Other current liabilities	152,025,936
Total current liabilities	4,299,667,005
Other liabilities	18,073,856
Liabilities subject to compromise	7,800,535,582
Total liabilities	12,118,276,443
Commitments and Contingencies	
Shareholders' Deficit:	
Common stock, \$.0001 par value, 75,000,000 shares authorized,	
42,997,926 shares issued and outstanding	4,275
Additional paid-in capital	1,252,935,764
Accumulated other comprehensive income	30,891,781
Accumulated deficit	(2,510,367,802)
Total shareholders' deficit	(1,226,535,982)
Total Liabilities and Shareholders' Deficit	\$ 10,891,740,461

FORM MOR-3 Page 12 of 17

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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re WINDSTREAM HOLDINGS, INC. et al.,

Case No. 19-22312 (RDD)

Reporting Period: 4/1/19 - 4/30/19

Federal Tax I.D. # 46-2847717

STATUS OF POST-PETITION TAXES

Tax Description	Classification		Beginning Tax		Amount Withheld and/or Accrued	Amount Paid	Ending Tax	
Sales, Use Taxes and Government Fees	Accrued Taxes	\$	22,336,109	\$	19,668,073	\$ (19,471,636)	S	22,532,546
Real and Personal Property Taxes	Accrued Taxes		6,072,616		5,363,172	(1,472,083)		9,963,705
Income and Franchise Taxes	Accrued Taxes		1,297,687		471,237	(418,638)		1,350,286
Other Telecom Taxes / Fees	Other Accruals	Γ	4,427,897		4,391,540	(4,274,262)		4,545,175
Payroll Taxes	Other Current Liabilities	Π	3,856,523	Γ.	21,402,217	(20,984,450)		4,274,290
Total Taxes		S	37,990,832	S	51,296,239	\$ (46,621,069)	S	42,666,002

Notes:

[1] The tax roll-forward reflects the payment of post-petition taxes.

SUMMARY OF UNPAID POST-PETITION DEBTS [2]

	Number of Days Past Due									
Post-Petition Debts	Current	1 - 30	31 - 60	61 -90	90+	Total				
Trade Accounts Payable	45,927,246	8,026,625	1,018,979	43,418	27,018	55,043	,285			
Other Accruals	144,610,964	-		-		144,610),964			
Total Accounts Payable	190,538,209	8,026,625	1,018,979	43,418	27,018	199,654	1,249			
Advance Payments and Customer										
Deposits	150,652,167	-		-		150,652	2,167			
Accrued Taxes	33,846,537	-			_	33,846	5,537			
Accrued Interest	1,585,546		-	-	-	1,585	5,546			
Other Current Liabilities	127,703,838	-	-	-		127,703	3,838			
Other Liabilities	5,464,856	-	-			5,464	1,856			
Total Unpaid Post-Petition Debts	\$ 509,791,153	\$ 8,026,625	\$ 1,018,979	S 43,418	S 27,018	\$ 518,907	7,193			

Notes:

[2] Excludes Current Portion of Long-Term Debt.

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In re WINDSTREAM HOLDINGS, INC. et al.,
Debtors

Case No. 19-22312 (RDD)

Reporting Period: 4/1/19 - 4/30/19

Federal Tax I.D. # 46-2847717

SUMMARY OF ACCOUNTS RECEIVABLE AGING

Charles and the control of the contr		Number of Days Past Due								
Accounts Receivable		Current		1 - 30		31 - 60	1000	61-90	\$1000 3000	Total
Gross Receivables [1]	S	512,416,702	s	75,328,650	s	40,533,198	S	83,521,673	s	711,800,222
Less: Allowances and Reserves		N/A		N/A		N/A		N/A		(90,086,864)
Net Receivable Balance	S	512,416,702	S	75,328,650	S	40,533,198	S	83,521,673	S	621,713,359

Notes:

[1] Gross Receivables include consumer and enterprise trade receivables, credit amounts from carriers, regulatory funding, unbilled revenues and unapplied funds.

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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re WINDSTREAM HOLDINGS, INC. et al.,
Debters

Case No. 19-22312 (RDD)

Reporting Period: 4/1/19 - 4/30/19

Federal Tax I.D. # 46-2847717

PAYMENTS TO INSIDERS 111

Insider of the Debtors	Type of Payment	Amo	unt Paid	Total Paid to Date		
	Regular Wages,					
Thomas, Tony	Reimbursable Expenses	S	76,923	\$	130,812	
	Regular Wages,					
Gunderman, Robert E	Reimbursable Expenses		38,483		76,945	
Moody, Kristi	Regular Wages		28,846		57,692	
Small, Jeffery	Regular Wages		30,769	in the	61,538	
	Regular Wages,					
Levine, Layne	Reimbursable Expenses		34,676		69,307	
Board Members	Reimbursable Expenses		965		5,829	
Total Payments To Insiders		5	210,663	s	402,123	

Notes:

[1] For the purposes of this Monthly Operating Report, the Debtors have defined "insiders" as Tony Thomas (President and Chief Executive Officer), Robert E. Gunderman (Chief Financial Officer and Treasurer), Kristi Moody (Executive Vice President, General Counsel & Corporate Secretary), Jeffery Small (President of Kinetic), and Layne Levine (President of Enterprise & Wholesale), as well as members of the Debtors' boards of directors and boards of managers, as applicable. The parties identified as "insiders" have been included for informational purposes only. The inclusion of a party as an "insider" herein is not an acknowledgement or concession that such party is an insider under any applicable law. The payments to insiders disclosed herein only reflect payments made during the reporting period (i.e., February 25, 2019, through and including April 30, 2019) including payments made on account of prepetition obligations pursuant to the relief granted under the First Day Motions.

PAYMENTS TO RETAINED PROFESSIONALS [2]

Retained Professional	Amount Paid During Monti	Total Paid To Date
Kirkland & Ellis, LLP	s	- s -
PJT Partners LP	5,000,00	0 5,000,000
Alvarez & Marsal North America, LLC		
PricewaterhouseCoopers LLP		
Kurtzman Carson Consultants LLC [3]	3,767,83	1 3,767,831
Katten Muchin Rosenman LLP	//	
Morrison & Foerster LLP		
Perella Weinberg Partners LP		
AlixPartners, LLP		
Total Payments To Retained Professionals	\$ 8,767,83	1 5 8,767,831

Notes

[2] Schedule reflects retained professionals and payments made under filed retention applications.

[3] Payments to Kurtzman Carson Consultants LLC ("KCC"), as disclosed herein, include (a) amounts paid to KCC pursuant to the Order Authorizing Retention and Appointment of Kurtzman Carson Consultants LLC as Claims and Noticing Agent [Docket No. 59] (the "156(c) Order"), (b) amounts paid to KCC pursuant to the Order Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants LLC as Administrative Advisor Effective Nunc Pro Tunc to the Petition Date [Docket No. 371] (the "327(a) Order", and collectively with the 156(c) Order, the "KCC Retention Orders"), and (c) expenses incurred by and reimbursed to KCC pursuant to their employment and retention under the KCC Retention Orders.

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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re WINDSTREAM HOLDINGS, INC. et al.,
Debtors

Case No. 19-22312 (RDD)

Reporting Period: 4/1/19 - 4/30/19

Federal Tax I.D. # 46-2847717

DIP FINANCING (TERM LOAN & REVOLVER) - PERIOD TO DATE

Facility	Beginning Balance	Draw [t]	Paydowns	Ending Balance	
DIP Revolver Financing	s -	s -	s -	s -	
DIP Term Loan Financing	\$ 300,000,000	\$ 200,000,000	s -	\$ 500,000,000	

Notes:

[1] Draw reflects gross amount of proceeds.

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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

WINDSTREAM HOLDINGS, INC. et al.,

Case No. 19-22312 (RDD)

Reporting Period: 4/1/19 - 4/30/19

Federal Tax I.D. # 46-2847717

DEBTOR OUESTIONNAIRE

Must be completed each month. If the answer to any of the questions is "Yes", provide a detailed explanation of each item. Attach additional sheets if necessary.	Yes	No
Have any assets been sold or transferred outside the normal course of business this reporting period?		Х
Have any funds been disbursed from any account other than a debtor in possession account this reporting period?		х
Is the Debtor delinquent in the timely filing of any post-petition tax returns?		x
Are workers compensation, general liability or other necessary insurance coverages expired or cancelled, or has the debtor received notice of expiration or cancellation of such policies?		х
Is the Debtor delinquent in paying any insurance premium payment?	Ī	х
Have any payments been made on pre-petition liabilities this reporting period?	X[1]	
Are any post petition receivables (accounts, notes or loans) due from related parties?		х
Are any post petition payroll taxes past due?		х
Are any post petition State or Federal income taxes past due?		х
Are any post petition real estate taxes past due?		х
Are any other post petition taxes past due?		х
Have any pre-petition taxes been paid during this reporting period?	X	
Are any amounts owed to post petition creditors delinquent?		х
Are any wage payments past due?		x
Have any post petition loans been received by the Debtor from any party?		х
ls the Debtor delinquent in paying any U.S. Trustee fees?		Х
Is the Debtor delinquent with any court ordered payments to attorneys or other professionals?		X
Have the owners or shareholders received any compensation outside of the normal course of business?		х

Notes:

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^[1] Pursuant to the relief requested under "First Day Motions" and their respective interim orders, certain payments have been made on prepetition obligations as outlined in various motions (e.g. wage, customer programs, taxes, critical vendors, lien claimants and 503(b)(9) claimants).

Terence P. Ross Tami Kameda Sims (admitted pro hac vice) Shaya Rochester KATTEN MUCHIN ROSENMAN LLP

575 Madison Avenue New York, NY 10022

Telephone: (212) 940-8800 Facsimile: (212) 940-8776

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., et al.,1) Case No. 19-22312 (RDD)
Debtors.) (Jointly Administered)
)
WINDSTREAM HOLDINGS, INC., et al.,)))
Plaintiffs,) Adv. Pro. No. 19-08246
T IMITUTES,) 110.110.110.19 002.10
VS.)))
CHARTER COMMUNICATIONS, INC. and	,
•)
CHARTER COMMUNICATIONS OPERATING, LLC,)
)
Defendants.)
	,
	. <i>)</i>

¹ 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.

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DEBTORS' RESPONSES AND OBJECTIONS TO CHARTER COMMUNICATIONS, INC.'S INTERROGATORIES

Pursuant to Rules 7026 and 7033 of the Federal Rules of Bankruptcy Procedure, Rules 26 and 33 of the Federal Rules of Civil Procedure, the Local Rules of this District, and any other applicable rules (collectively, the "Applicable Rules"), Plaintiff Windstream Holdings, Inc. and its affiliated debtors (collectively, "Windstream"), by its undersigned attorneys, submits these Responses and Objections (the "Response") to the Second Set of Interrogatories (the "Interrogatories") of Defendants Charter Communications, Inc. and Charter Communications Operating, LLC (collectively, "Charter") served in the above-captioned adversary proceeding (the "Action").

GENERAL OBJECTIONS

Windstream asserts the following General Objections ("General Objections") to the Interrogatories, each of which is hereby incorporated by reference into the response to each individual Interrogatory below. From time to time, and for purpose of emphasis, Windstream may restate one or more of the General Objections as specific objections to individual Interrogatories. Such restatement, or the failure to restate, should not be taken as a waiver of any General Objection not restated.

1. Windstream responds to the Interrogatories on the basis of the facts and circumstances as they are presently known to Windstream. Windstream has not yet completed its own discovery, investigation of the facts, or preparation for trial. Accordingly, all of the following objections and responses are provided without prejudice to the right of Windstream to introduce at trial any evidence that it subsequently discovers. Windstream reserves the right to supplement its objections and responses to the Interrogatories based upon newly-discovered evidence or information of which Windstream is not aware as of the present date.

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- 2. Windstream objects to the Interrogatories insofar as they seek information or documents that are protected from disclosure by the attorney-client privilege, the work product doctrine, the privacy privilege, or any other privilege or immunity, and refuses to produce any such document(s). Windstream does not intend by these objections or responses to waive any claim of privilege or immunity. Windstream's objections and responses are conditioned specifically on the understanding that the provision of information or documents for which any claim of privilege is applicable shall be deemed inadvertent and not a waiver of the claim of privilege.
- 3. Windstream objects to the Interrogatories to the extent they call for the production of information that is protected by their privacy rights or those of any other person or entity as provided by the New York and United States Constitutions and/or any other statute or legal authority.
- 4. Windstream objects to the Interrogatories to the extent that they call for the production of trade secrets, confidential information, proprietary information, commercially-sensitive information, and competitively-significant information regarding Windstream's business activities and/or business operations. Notwithstanding this objection, Windstream will produce such information subject to the terms of the Stipulated Protective Order [Adv. Docket No. 75] entered by the Court in this Action.
- 5. Windstream objects to the Interrogatories to the extent that they seek information that is neither relevant to any party's claim or defense nor proportional to the needs of the case.
- 6. Windstream objects to the Interrogatories to the extent that they seek information that is not within Windstream's possession, custody, or control.
- 7. Windstream objects to the Interrogatories to the extent that they seek information that is readily obtainable by Charter, or that can be obtained from publicly available sources, where

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the burden of searching for, collecting, or compiling such information or documents is substantially the same for Charter as it is for Windstream.

9. Windstream objects to the Interrogatories to the extent that they purport to require Windstream to undertake a search for, and to produce, electronically stored information ("<u>ESI</u>") that would impose unreasonable search costs and burdens or that would exceed Windstream's obligations under the Applicable Rules.

RESPONSE TO INTERROGATORIES

INTERROGATORY NO. 2

Identify all Windstream customers that you contend received the Charter advertisements that are the subject of your claims in this adversary proceeding.

RESPONSE TO INTERROGATORY NO. 2

Windstream incorporates by reference its General Objections stated above as though set forth fully herein. Windstream further objects that this Interrogatory is unduly burdensome, overbroad, and disproportionate to the needs of the case as the burden and cost associated with obtaining such documents outweigh any minimal benefit, if any. Indeed, as Charter well knows, it sent its advertisements to over 800,000 customers in Windstream's footprint, including Windstream customers and potential customers. It would be unduly burdensome and extremely time consuming and expensive for Windstream to attempt to cross-reference over 800,000 recipients against its customer accounts, and the identification of each Windstream customer is not in and of itself relevant to the claims in this action. Additionally, the account information associated with Windstream's records may not match the information provided in Charter's list of customers that received the advertisements; for example, the account holder of record may be a different member of the household than the recipient of the Charter advertisement, addresses and

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names may have been inputted with different abbreviations, and such information—even if inaccurate given the foregoing—would need to be searched, reviewed, and compared from at least four distinct billing systems, all of which makes the ability to cross-reference the list overly burdensome, unreasonable, and extremely time consuming and expensive. Windstream further objects to this Interrogatory on the grounds that it seeks the disclosure of confidential, proprietary, or sensitive information regarding Windstream's business and/or business operations. Windstream further objects to the Interrogatory to the extent it calls for the disclosure of confidential information protected by the privacy rights of non-parties. Windstream further objects to this Interrogatory because it seeks information that is readily obtainable by Charter as it is by Windstream.

Subject to and without waiver of the previously asserted objections, Windstream responds that it does not know to whom the Charter false and misleading advertisements were sent. Windstream has identified customers who have contacted Windstream and have indicated that they received the Charter advertisements. Indeed, pursuant to a Court order, Windstream has received from Charter a list of approximately 800,000 individuals to whom the advertisements were sent. Windstream reasonably believes that this is the best evidence identifying those individuals that were sent the Charter advertisements and hereby incorporates that document in response to this Interrogatory pursuant to Rule 33(d) of the Federal Rules of Civil Procedure.

Dated: July 3, 2019 New York, NY /s/ Terence P. Ross

Terence P. Ross

Tami Kameda Sims (admitted pro hac vice)

Shaya Rochester

KATTEN MUCHIN ROSENMAN LLP

575 Madison Avenue New York, NY 10022 Telephone: (212) 940-8800 Facsimile: (212) 940-8876

Email: terence.ross@kattenlaw.com tami.sims@kattenlaw.com srochester@kattenlaw.com

Conflicts Counsel to the Debtors and Debtors in Possession

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CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of July 2019, a true and correct copy of the Debtors' Responses And Objections To Charter Communications, Inc.'s Interrogatories was served by email on all counsel of record in this adversary proceeding.

Dated: July 3, 2019 /s/ Kristin Lockhart

Kristin D. Lockhart

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VERIFICATION

I, Lewis Langston, declare under penalty of perjury that I have reviewed **DEBTORS' RESPONSES AND OBJECTIONS TO CHARTER COMMUNICATIONS, INC.'S INTERROGATORIES**, and that the responses provided therein are true and correct to the best of my knowledge and belief.

Executed on this 28 day of June, 2019, in Little Rock, AR.

19-283246-robbc Docket #0001 Date Filed: 2/25/2019

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

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/16

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

1.	Debtor's Name	Choice One Communications of Maine, Inc.							
2.	All other names debtor used in the last 8 years	N/A							
		Farthl in	k Business; EarthLink	Rusiness II: O	ne Communica	ations			
	Include any assumed names, trade names, and doing business as names	LartiiLiii	k Dusiness, Lartiillin	C Dusiness II, O	ne communice	itions.			
3.	Debtor's federal Employer Identification Number (EIN)	<u>16-15641</u>	12						
4.	Debtor's address	Principal plac	e of business		Mailing add	dress, if differe s	ent from pr	incipal place	
		4001 North R	odney Parham Road						
		Number	Street		Number	Street			
					P.O. Box				
		Little Rock. A	rkansas 72212						
		,			City		State	Zip Code	
		City	State	Zip Code	Location o	f principal ass	ets, if diffe ss	rent from	
		Pulaski Coun	ty						
		County			Number	Street			
					City		State	Zip Code	
5.	Debtor's website (URL)	https://www.v	vindstream.com/						
6.	Type of debtor	☑ Corporation	n (including Limited Lial	bility Company (I	LLC) and Limite	d Liability Partn	ership (LLF	P))	
		☐ Partnership	(excluding LLP)						
		☐ Other. Spe	cify:						

Official Form 201

Voluntary Petition for Non-Individuals Filing for E



19-22246-robbc DocF343-02/25Filed @5/14243102/@5/1999918956193/21/1424i51263umdten Neg 233 2Rg 200f 30

Choice One Communications of Maine, Inc. Debtor Case number (if known) Name A. Check One: Describe debtor's business ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A)) ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B)) ☐ Railroad (as defined in 11 U.S.C. § 101(44)) ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A)) ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6)) ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3)) ■ None of the above B. Check all that apply: ☐ Tax-exempt entity (as described in 26 U.S.C. § 501) ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3) ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11)) NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes . 5172 - Wireless Telecommunications Carriers (except Satellite) 8. Under which chapter of the Check One: Bankruptcy Code is the ☐ Chapter 7 debtor filing? ☐ Chapter 9 ☑ Chapter 11. Check all that apply: ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,566,050 (amount subject to adjustment on 4/01/19 and every 3 years after that). ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B). A plan is being filed with this petition. □ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b). ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form. ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2. ☐ Chapter 12 9. Were prior bankruptcy cases ☑ No filed by or against the debtor ☐ Yes District When Case number within the last 8 years? MM/DD/YYYY If more than 2 cases, attach a District When Case number separate list. MM/DD/YYYY 10. Are any bankruptcy cases □ No pending or being filed by a Relationship Affiliate Yes. Debtor See attached Schedule 1 business partner or an affiliate of the debtor? District Southern District of New York When 02/25/2019 List all cases. If more than 1, MM / DD / YYYY attach a separate list. Case number, if known

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

19-223246-robbc 1200-1343-12/25 File of 125/14242102/En/129e13835/133/21 Matin 15/15/34 umdin Neg 233 3Rd 300f 30

Debtor Choice One Comm	unications of Maine, Inc.	Case number (if known)						
44 Why is the case filed in this	Check all that apply:							
11. Why is the case filed in <i>this</i> district?	☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days							
	immediately preceding the date of district.	of this petition or for a longer par	t of such 180 days than in any other					
	☑ A bankruptcy case concerning deliberation of the concerning deliberation. ☐ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □	ebtor's affiliate, general partner,	or partnership is pending in this district.					
12. Does the debtor own or have possession of any real	☒ No☒ Yes. Answer below for each prop	erty that needs immediate attent	tion. Attach additional sheets if needed.					
property or personal property that needs immediate	Why does the property need immediate attention? (Check all that apply.)							
attention?	☐ It poses or is alleged to safety.	pose a threat of imminent and	identifiable hazard to public health or					
	What is the hazard?							
	•	ly secured or protected from the	weather.					
			ly deteriorate or lose value without it, dairy, produce, or securities-related					
	assets or other options		·,··, , ,					
	□ Other							
	Where is the property?							
		Number Street						
		City	State Zip Code					
	Is the property insured?							
	□ No							
	☐ Yes. Insurance agency	y						
	Contact name							
	Phone							
Statistical and	administrative information							
13. Debtor's estimation of	Check one:							
available funds	⋈ Funds will be available for distribution☐ After any administrative expenses and administrative expenses and administrative expenses and administrative expenses.		le for distribution to unsecured creditors.					
14. Estimated number of		,000-5,000	□ 25,001-50,000					
creditors (on a consolidated basis)		5,001-10,000 0,001-25,000	□ 50,001-100,000 More than 100,000					
	□ 200-999							
15. Estimated assets (on a	□ \$0-\$50,000 □ \$	51,000,001-\$10 million	□ \$500,000,001-\$1 billion					
consolidated basis)	□ \$50,001-\$100,000 □ \$	510,000,001-\$50 million	□ \$1,000,000,001-\$10 billion					
		550,000,001-\$100 million 5100,000,001-\$500 million						
	_	7.55,555,555 1-4000 HIIIIIOH	- More than you billion					

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

19-223246-robbc 1000-343-12/25 Filed 125/12/21/25 Filed 125/12/25 Filed 1

Debtor Choice One Comr	233 4P gj 3 00f 3 nunications of Maine, Inc. Ca	SO (if known)
Name		
Estimated liabilities (on a consolidated basis)	□ \$50,001-\$100,000 □ \$10,000 □ \$100,001-\$500,000 □ \$50,000	01-\$10 million ☐ \$500,000,001-\$1 billion 001-\$50 million ☐ \$1,000,000,001-\$10 billion 001-\$100 million ☐ \$10,000,000,001-\$50 billion 0,001-\$500 million ☐ More than \$50 billion
Request for Rel	ef, Declaration, and Signatures	
	serious crime. Making a false statement in conment for up to 20 years, or both. 18 U.S.C. §§ 1	nection with a bankruptcy case can result in fines up to 52, 1341, 1519, and 3571.
7. Declaration and signature of authorized representative of	The debtor requests relief in accordance with petition.	n the chapter of title 11, United States Code, specified in this
debtor	I have been authorized to file this petition on	behalf of the debtor.
	I have examined the information in this petiti correct.	on and have a reasonable belief that the information is true and
Id	eclare under penalty of perjury that the foregoing	is true and correct.
	Executed on 02/25/2019 MM/ DD / YYYY	
	/s/ Kristi M. Moody Signature of authorized representative	Kristi M. Moody of debtor Printed name
	Title Authorized Officer	
18. Signature of attorney	/s/ Stephen E. Hessler	Date 02/25/2019
	Signature of attorney for debtor	MM/ DD/YYYY
	Stephen E. Hessler Printed name	
	Kirkland & Ellis LLP Firm name	
	Number Street	
	New York	New York 10022
	City	State ZIP Code
	(212) 446-4800	
	Contact phone	stephen.hessler@kirkland.com Email address
	·	
	4576856	New York

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

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

☐ Check if this is an amended filing

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

1.	Windstream Holdings, Inc.	41.	Conestoga Management Services, Inc.	80.	Iowa Telecom Data Services, L.C.
2.	Windstream Business Holdings, LLC	42.	Conestoga Wireless Company	81.	Iowa Telecom Technologies, LLC
3.	Allworx Corp.	43.	Connecticut Broadband, LLC	82.	IWA Services, LLC
4.	American Telephone Company, LLC	44.	Connecticut Telephone & Communication	83.	KDL Holdings, LLC
5.	ARC Networks, Inc.		Systems, Inc.	84.	LDMI Telecommunications, LLC
6.	A.R.C. Networks, Inc.	45.	Conversent Communications Long		Lightship Telecom, LLC
7.	ATX Communications, Inc.		Distance, LLC		MassComm, LLC
8.	ATX Licensing, Inc.	46	Conversent Communications of		McLeodUSA Information Services LLC
9.	ATX Telecommunications Services of		Connecticut. LLC		McLeodUSA Purchasing, LLC
٥.	Virginia, LLC	47	Conversent Communications of Maine,		McLeodUSA Telecommunications
10	Birmingham Data Link, LLC	٦,,	LLC	03.	Services, L.L.C.
	BOB, LLC	18	Conversent Communications of	۵n	MPX, Inc.
	Boston Retail Partners LLC	40.	Massachusetts, Inc.		Nashville Data Link, LLC
		40	,		
	BridgeCom Holdings, Inc.	49.	Conversent Communications of New		Network Telephone, LLC
	BridgeCom International, Inc.	F 0	Hampshire, LLC	93.	Norlight Telecommunications of Virginia,
	BridgeCom Solutions Group, Inc.	50.	Conversent Communications of New	0.4	LLC
	Broadview Networks, Inc.	-4	Jersey, LLC		Oklahoma Windstream, LLC
17.	Broadview Networks of Massachusetts,	51.	Conversent Communications of New		Open Support Systems, LLC
	Inc.		York, LLC		PaeTec Communications of Virginia, LLC
	Broadview Networks of Virginia, Inc.	52.	Conversent Communications of		PaeTec Communications, LLC
	Broadview NP Acquisition Corp.		Pennsylvania, LLC		PAETEC Holding, LLC
		53.	Conversent Communications of Rhode		PAETEC iTEL, L.L.C.
	Business Telecom of Virginia, Inc.		Island, LLC		PAETEC Realty LLC
22.	Business Telecom, LLC	54.	Conversent Communications of Vermont,	101.	PAETEC, LLC
23.	BV-BC Acquisition Corporation		LLC	102.	PCS Licenses, Inc.
24.	Cavalier IP TV, LLC	55.	Conversent Communications Resale	103.	Progress Place Realty Holding Company,
25.	Cavalier Services, LLC		L.L.C.		LLC
26.	Cavalier Telephone Mid-Atlantic, L.L.C.	56.	CoreComm-ATX, Inc.	104.	RevChain Solutions, LLC
27.	Cavalier Telephone, L.L.C.	57.	CoreComm Communications, LLC		SM Holdings, LLC
28.	CCL Historical, Inc.	58.	CTC Communications Corporation	106.	Southwest Enhanced Network Services,
29.	Choice One Communications of	59.	CTC Communications of Virginia, Inc.		LLC
	Connecticut Inc.	60.	D&E Communications, LLC	107.	Talk America of Virginia, LLC
30.	Choice One Communications of Maine	61.	D&E Management Services, Inc.	108.	Talk America, LLC
	Inc.	62.	D&E Networks, Inc.	109.	Teleview, LLC
31.	Choice One Communications of	63.	D&E Wireless, Inc.	110.	Texas Windstream, LLC
	Massachusetts Inc.		Deltacom, LLC		The Other Phone Company, LLC
32.	Choice One Communications of New York				TriNet, LLC
	Inc.		Earthlink Carrier, LLC		TruCom Corporation
33.	Choice One Communications of Ohio Inc.				US LEC Communications LLC
	Choice One Communications of		Eureka Broadband Corporation		US LEC of Alabama LLC
٠	Pennsylvania Inc.		Eureka Holdings, LLC		US LEC of Florida LLC
35	Choice One Communications of Rhode		Eureka Networks, LLC		US LEC of Georgia LLC
00.	Island Inc.		Eureka Telecom, Inc.		US LEC of Maryland LLC
36	Choice One Communications Resale		Eureka Telecom of VA, Inc.		US LEC of North Carolina LLC
00.	L.L.C.		Georgia Windstream, LLC		US LEC of Pennsylvania LLC
37	Choice One Communications of Vermont		Heart of the Lakes Cable Systems, Inc.		US LEC of South Carolina LLC
57.	Inc.		Infocore, Inc.		US LEC of Tennessee LLC
38	Choice One of New Hampshire, Inc.		Info-Highway International, Inc.		US LEC of Virginia LLC
	Cinergy Communications Company of		InfoHighway Communications Corporation		
J9.		77. 78.	InfoHighway of Virginia, Inc.		US Xchange inc. US Xchange of Illinois, L.L.C.
40	Virginia, LLC Conestoga Enterprises, Inc.		Intellifiber Networks, LLC		US Xchange of Indiana, L.L.C.
40.	Concatoga Enterprises, Inc.	ıθ.	III.GIIIIDGI NGIWOIKS, LLC	120.	OO AGIANGE OF MUIANA, L.L.C.

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- 127. US Xchange of Michigan, L.L.C.
- 128. US Xchange of Wisconsin, L.L.C.
- 129. Valor Telecommunications of Texas, LLC 154. Windstream Georgia Telephone, LLC
- 130. WaveTel NC License Corporation
- 131. WIN Sales & Leasing, Inc.
- 132. Windstream Accucomm Networks, LLC
- 133. Windstream Accucomm Telecommunications, LLC
- 134. Windstream Alabama, LLC
- 135. Windstream Arkansas, LLC
- 136. Windstream Buffalo Valley, Inc.
- 137. Windstream BV Holdings, LLC
- 138. Windstream Cavalier, LLC
- 139. Windstream Communications Kerrville, LLC
- 140. Windstream Communications Telecom,
- 141. Windstream Communications, LLC
- 142. Windstream Concord Telephone, LLC
- 143. Windstream Conestoga, Inc.
- 144. Windstream CTC Internet Services, Inc.
- 145. Windstream D&E Systems, LLC
- 146. Windstream D&E, Inc.
- 147. Windstream Direct, LLC
- 148. Windstream Eagle Holdings LLC
- 149. Windstream Eagle Services, LLC
- 150. Windstream EN-TEL, LLC
- 151. Windstream Finance Corp
- 152. Windstream Florida, LLC

- 153. Windstream Georgia Communications,
- 155. Windstream Georgia, LLC
- 156. Windstream Holding of the Midwest, Inc.
- 157. Windstream Iowa Communications, LLC
- 158. Windstream Iowa-Comm, LLC
- 159. Windstream IT-Comm, LLC
- 160. Windstream KDL, LLC
- 161. Windstream KDL-VA, LLC 162. Windstream Kentucky East, LLC
- 163. Windstream Kentucky West, LLC
- 164. Windstream Kerrville Long Distance, LLC
- 165. Windstream Lakedale Link, Inc.
- 166. Windstream Lakedale, Inc.
- 167. Windstream Leasing, LLC
- 168. Windstream Lexcom Communications,
- 169. Windstream Lexcom Entertainment, LLC
- 170. Windstream Lexcom Long Distance, LLC
- 171. Windstream Lexcom Wireless, LLC
- 172. Windstream Mississippi, LLC 173. Windstream Missouri, LLC
- 174. Windstream Montezuma, LLC
- 175. Windstream Nebraska, Inc.
- 176. Windstream Network Services of the Midwest, Inc.
- 177. Windstream New York, Inc.
- 178. Windstream Norlight, LLC

- 179. Windstream North Carolina, LLC
- 180. Windstream NorthStar, LLC
- 181. Windstream NTI, LLC
- 182. Windstream NuVox Arkansas, LLC
- 183. Windstream NuVox Illinois, LLC
- 184. Windstream NuVox Indiana, LLC
- 185. Windstream NuVox Kansas, LLC
- 186. Windstream NuVox Missouri, LLC 187. Windstream NuVox Ohio, LLC
- 188. Windstream NuVox Oklahoma, LLC
- 189. Windstream NuVox, LLC
- 190. Windstream of the Midwest, Inc.
- 191. Windstream Ohio, LLC
- 192. Windstream Oklahoma, LLC
- 193. Windstream Pennsylvania, LLC
- 194. Windstream Services, LLC
- 195. Windstream SHAL Networks, Inc.
- 196. Windstream SHAL, LLC
- 197. Windstream Shared Services, LLC
- 198. Windstream South Carolina, LLC
- 199. Windstream Southwest Long Distance, LLC
- 200. Windstream Standard, LLC
- 201. Windstream Sugar Land, LLC
- 202. Windstream Supply, LLC
- 203. Windstream Systems of the Midwest, Inc.
- 204. Windstream Western Reserve, LLC
- 205. Xeta Technologies, Inc.

Schedule 1 Page 2

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:) Chapter 11
CHOICE ONE COMMUNICATIONS OF MAINE, INC.,) Case No. 19()
Debtor.)))

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
Choice One Communications of Maine, Inc.	Windstream Eagle Services, LLC	4001 N. Rodney Parham Rd., Little Rock, AR 72212	100%

Def Ex. 185.007

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

19-223246-robbc Door-343-02/25 Filted \$516242102/\$510299998 (25103/21) Maii \$1500 dumeltem Neg 233 8Rg \$00 f 30

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:)	Chapter 11	
CHOICE ONE COMMUNICATIONS OF MAINE, INC.,)	Case No. 19(_)
Debtor.)))		

CORPORATE OWNERSHIP STATEMENT

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

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

$\frac{19-223246-rottobc}{200} = \frac{19-223246-rottobc}{200} =$

Fill in this information to identify the case:			
Debtor name Windstream Holdings, Inc., et al.			
United States Bankruptcy Court for the: Southern District of New York		0	Check if this is an
Case number (If known):	(State)		amended filing

Official Form 204

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

12/15

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

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

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

Def Ex. 185.009

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

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

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

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

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Fill in this information to identify the case are	nd this filing:		
Debtor Name Choice One Communications of Maine, Inc.			
United States Bankruptcy Court for the:	Southern District of New York		
Case number (If known):		(State)	
odos namos (maism).			

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

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

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

Declaration and signature

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

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

Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
Schedule H: Codebtors (Official Form 206H)
Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)

- П Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration <u>List of Equity Security Holders, Corporate Ownership Statement</u>

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

Executed on

/s/ Kristi M. Moody 02/25/2019 MM/ DD/YYYY Signature of individual signing on behalf of debtor Kristi M. Moody Printed name **Authorized Officer** Position or relationship to debtor

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

Def Ex. 185.014

UNANIMOUS WRITTEN CONSENT IN LIEU OF A MEETING

February 24, 2019

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

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

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

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

NOW, THEREFORE, BE IT:

CHAPTER 11 FILING

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

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

RETENTION OF PROFESSIONALS

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

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

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

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

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

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

CASH COLLATERAL

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

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

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

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

DEBTOR-IN-POSSESSION FINANCING

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

WHEREAS, the Borrowers have requested that the DIP Lenders provide senior secured debtor-in-possession credit facilities (together, the "<u>DIP Facilities</u>") to the Companies; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NO TERMINATION OF EXISTENCE

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

GENERAL

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

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

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

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

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

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

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

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

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

* * * * *

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

By: _______ Name: Tony Thomas

Title: Manager, Governor and Director

Name: Kristi Moody

Title: Manager, Governor and Director

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

Name: Kristi Moody

Title: Senior/Vice President - General Counsel &

Corporate Secretary

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

Exhibit A

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

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

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

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

19-223246-robbc Door **343-12**/25 File of **25/12421**02/**Es/199-139/21**Maii **5** Dodumettem Neg 233 30 gb 30 of 30

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

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Chapter11
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Official Form 201 Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/16

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

1.	Debtor's Name	PaeTec Communications, LLC	
2.	All other names debtor used in the last 8 years	PaeTec Communications, Inc.	
	•		
	Include any assumed names,	None.	
	trade names, and <i>doing</i> business as names		
3.	Debtor's federal Employer Identification Number (EIN)	<u>16-1551095</u>	
4.	Debtor's address	Principal place of business	Mailing address, if different from principal place of business
		2700 Westchester Avenue	4001 North Rodney Parham Road
		Number Street	Number Street
		Suite 421	
			P.O. Box
		Purchase, New York 10577	Little Rock, Arkansas 72212
			City State Zip Code
		City State Zip Code	Location of principal assets, if different from principal place of business
		Westchester County	
		County	Number Street
			City State Zip Code
5.	Debtor's website (URL)	https://www.windstream.com/	
6.	Type of debtor	☑ Corporation (including Limited Liability Company (L	LC) and Limited Liability Partnership (LLP))
	Alternation and a second		,, · a.u.e.e (12. //
		☐ Partnership (excluding LLP)	
		☐ Other. Specify:	

Official Form 201

Voluntary Petition for Non-Individuals Filing for E



De	Pae rec Communic	ations, LLC			e mum	Jei (if known)		
	Name							
7.	Describe debtor's business	A. Chec	k One:					
۲.	Describe deptor's business	☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))						
		☐ Singl	e Asset Re	eal Estate (as defined in	in 11 U	.S.C. § 101(51B))		
		☐ Railro	oad (as def	fined in 11 U.S.C. § 10)1(44))			
		☐ Stock	dbroker (as	defined in 11 U.S.C. §	§ 101(5	53A))		
		☐ Comi	modity Bro	ker (as defined in 11 U	J.S.C. {	§ 101(6))		
		☐ Clear	ing Bank (as defined in 11 U.S.C	C. § 78	1(3))		
		None Non	of the abo	ove				
		B Chec	k all that a	nnlv.				
		_	•	ity (as described in 26	USC	8 501)		
		☐ Inves	tment com	pany, including hedge		- ,	ent vehicle (as de	efined in 15 U.S.C.
		§ 80a □ Inves	,	isor (as defined in 15 U	J.S.C.	§ 80b-2(a)(11))		
		C. NAIC	CS (North /	American Industry Clas	ssificat	on System) 4-digi	t code that best	describes debtor. See
				ourts.gov/four-digit-natelecommunications C				
_	Hadan which chanten of the	<u> </u>						
5.	Under which chapter of the Bankruptcy Code is the	Check O						
	debtor filing?	☐ Chap						
		☐ Chap						
		⊠ Chap	_	neck all that apply:				
				 Debtor's aggregate n insiders or affiliates) 4/01/19 and every 3 	are les	ss than \$2,566,05		
				The debtor is a small debtor is a small bus of operations, cash-f documents do not ex	siness of	debtor, attach the atement, and fede	most recent bala ral income tax re	ince sheet, statement turn, or if all of these
				A plan is being filed w			iii 11 0.0.0. g 1	110(1)(B).
				Acceptances of the p			tition from one o	r more classes of
				creditors, in accorda				more classes of
				The debtor is require Securities and Excha Exchange Act of 193 Filing for Bankruptcy	ange C 34. File	commission accordent to the Attachment to	ding to § 13 or 15 to Voluntary Petit	5(d) of the Securities tion for Non-Individuals
				The debtor is a shell 12b-2.	compa	any as defined in t	he Securities Ex	change Act of 1934 Ru
		☐ Chap	ter 12					
Э.	Were prior bankruptcy cases filed by or against the debtor	⊠ No □ Yes. D	istrict	W	Vhen		Case number	
	within the last 8 years?		_			MM/DD/YYYY		
	If more than 2 cases, attach a separate list.	D	istrict _	W	Vhen	MM/DD/YYYY	Case number	
10.	Are any bankruptcy cases	□ No					Relationship	Affiliate
	pending or being filed by a business partner or an	⊠ Yes. D	ebtor <u>S</u>	See attached Schedul	le 1		. tolationship	
	affiliate of the debtor?	D	istrict <u>S</u>	Southern District of N	lew Yo	ork	When	02/25/2040
	List all cases. If more than 1, attach a separate list.	C	ase numbe	er, if known			4 A I I C I I	02/25/2019 MM / DD / YYYY
	•	<u> </u>	JOC HUITIDE	, 11 KIIOWII				

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

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1. Why is the case filed in this district?	Check all that apply:						
usuict:			r principal assets in this district for 180 days ger part of such 180 days than in any other				
	☑ A bankruptcy case conce	erning debtor's affiliate, general p	artner, or partnership is pending in this district.				
Does the debtor own or have possession of any real property or personal property that needs immediate attention?		nch property that needs immediat	e attention. Attach additional sheets if needec				
attentions	It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.						
	What is the haz	zard?					
	☐ It needs to be p	physically secured or protected fr	om the weather.				
		xample, livestock, seasonal good	d quickly deteriorate or lose value without ds, meat, dairy, produce, or securities-related				
	□ Other						
	Where is the prope	erty?					
		Number St	reet				
		O.H.	Obsta 750 Octo				
		City	State Zip Code				
	Is the property ins	ured?					
	□ No						
	☐ Yes. Insurance	e agency					
	Contact r	·					
	Phone						
Statistical an	d administrative information						
. Debtor's estimation of available funds	Check one:						
available fullus		distribution to unsecured creditors	s. available for distribution to unsecured creditors				
		· ·					
I. Estimated number of	□ 1-49 □ 50-99	□ 1,000-5,000□ 5,001-10,000	□ 25,001-50,000 □ 50,001-100,000				
creditors (on a	□ 100-199	□ 10,001-25,000					
creditors (on a	□ 200-999						
creditors (on a consolidated basis) 5. Estimated assets (on a	□ \$0-\$50,000	□ \$1,000,001-\$10 million	□ \$500,000,001-\$1 billion				
creditors (on a		□ \$1,000,001-\$10 million □ \$10,000,001-\$50 million □ \$50,000,001-\$100 million	□ \$500,000,001-\$1 billion □ \$1,000,000,001-\$10 billion ⊠ \$10,000,000,001-\$50 billion				

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

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	234	4PgP4go4196030		
Debtor PaeTec Commu	inications, LLC	Case numbe	(if known)	
. tumo				
16. Estimated liabilities (on a consolidated basis)	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	□ \$1,000,001-\$10 mi □ \$10,000,001-\$50 n □ \$50,000,001-\$100 □ \$100,000,001-\$500	million ☐ \$1,000,000 million ☐ \$10,000,000	001-\$10 billion 0,001-\$50 billion
Request for R	Relief, Declaration, and Signatu	res		
WARNING Bankruptcy fraud i \$500,000 or impris	is a serious crime. Making a false sonment for up to 20 years, or bot			in fines up to
17. Declaration and signature of authorized representative of		in accordance with the chap	oter of title 11, United States Co	de, specified in this
debtor	I have been authorized to	file this petition on behalf of	the debtor.	
	I have examined the information correct.	mation in this petition and ha	ve a reasonable belief that the	nformation is true and
	I declare under penalty of perjury	that the foregoing is true an	d correct.	
		2/25/2019 DD / YYYY		
	/s/ Kristi M. Moody	y ted representative of debtor	Kristi M. Moody Printed name	
	Title Authorized C	•	-	
18. Signature of attorney	x /s/ Stephen E. Hes		Date <u>02/25/201</u>	
	Signature of attorney	r for debtor	MM/ DD/YYY	Υ
	Stephen E. Hessler Printed name			
	Kirkland & Ellis LLF	5		
	Firm name			
	601 Lexington Aver			
	Number	Street		
	New York City		New York State	10022 ZIP Code
	(212) 446-4800			
	Contact phone		<u>stephen.hessl</u> Email add	er@kirkland.com
	•			1033
	4576856		New York	

Fill in this information to identify th	e case:
United States Bankruptcy Court for the	e:
Southern Distr	rict of New York
	(State)
Case number (if known):	Chapter 11

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

☐ Check if this is an amended filing

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

1. Windstream Holdings, LIC 3. Allworx Corp. 4. American Telephone Company, LLC 5. ARC Networks, Inc. 6. ARC Networks, Inc. 7. ATX Communications, Inc. 8. ATX Licensing, Inc. 9. ATX Teleonimunications Services of Virginia, LLC 10. Birmingham Data Link, LLC 11. BOB, LLC 12. Boston Retail Partners LLC 13. BridgeCom International, Inc. 14. BridgeCom International, Inc. 15. BridgeCom Networks of Virginia, Inc. 16. Broadview Networks of Virginia, Inc. 17. Broadview Networks of Virginia, Inc. 18. Broadview Networks of Virginia, Inc. 19. Broadview Networks of Virginia, Inc. 19. Broadview Networks of Massachusetts, Inc. 10. Business Telecom of Virginia, Inc. 19. Broadview Networks of Virginia, Inc. 20. Business Telecom Of Virginia, Inc. 21. Business Telecom Holdings, LLC 22. Cavalier Telephone LLC 23. BV-8C Acquisition Corporation 24. Conversent Communications of New York 25. Cavalier Telephone LLC 26. Cavalier Telephone LLC 27. Cavalier Telephone LLC 28. Choice One Communications of Maine, Inc. 29. Choice One Communications of Maine, Inc. 20. Choice One Communications of Maine, Inc. 20. Choice One Communications of Maine, Inc. 21. Business Telecom, LC 22. Business Telecom, LC 23. Broadview Networks of Virginia, Inc. 24. Conversent Communications of New York 25. Conversent Communications of New York 26. Conversent Communications of New York 27. Cavalier Telephone LLC 28. Conversent Communications of New York 28. Nature Communications of Maine, LLC 29. Cavalier Telephone, LLC 20. Conversent Communications of New York 20. Cavalier Telephone LLC 20. Conversent Communications of Vermont, Inc. 20. Choice One Communications of Maine, LLC 20. Choice One Communications of Maine, LLC 21. Conversent Communications of Vermont, Inc. 25. Choice One Communications of Maine, LLC 26. Conversent Communications of Vermont, Inc. 26. Choice One Communications of Maine, LLC 27. Choice One Communications of Maine, LLC 2							
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6. A.R.C. Networks, Inc. 7. ATX Communications, Inc. 8. ATX Licensing, Inc. 9. ATX Telecommunications Services of Virginia, ILC 10. Birdingefrom Potat Link, LLC 11. BOB, LLC 12. Boston Retail Partners LLC 13. BridgeCom International, Inc. 14. Broadview Networks, Inc. 15. Broadview Networks of Strup, Inc. 16. Broadview Networks of Massachusetts, Inc. 17. Broadview Networks of Wirginia, Inc. 18. Broadview Networks of Virginia, Inc. 19. Broadview Networks of Virginia, Inc. 20. Buffalo Valley Management Services, Inc. 21. Business Telecom of Virginia, Inc. 22. Business Telecom of Virginia, Inc. 23. BV-BC Acquisition Corp. 24. Cavalier Telephone Mid-Atlantic, L.L.C. 25. Cavalier Telephone Mid-Atlantic, L.L.C. 26. Cavalier Telephone Mid-Atlantic, L.L.C. 27. Cavalier Telephone Mid-Atlantic, L.L.C. 28. Choice One Communications of Maine Inc. 29. Choice One Communications of New York St. Choice One Communications of New York St. Choice One Communications of New York St. Choice One Communications of Rhode Inc. 30. Choice One Communications of Rhode Inc. 31. Choice One Communications of Rhode Inc. 32. Choice One Communications of Rhode Inc. 33. Choice One Communications of New York St. Choice One Communications of Phone Mid-Atlantic, L.C. 34. Choice One Communications of New York St. Choice One Communications of Phone Mid-Atlantic, L.C. 35. Choice One Communications of Rhode Inc. 36. Choice One Communications of Rhode Inc. 37. Choice One Communications of Rhode Inc. 38. Lightship Telecommunications of Maine Inc. 48. Conversent Communications of Maine Inc. 49. Conversent Communications of New York St. Conversent Communications of Phone Mid-Atlantic, LLC 49. Conversent Communications of Phone Mid-Atlantic, LLC. 51. Conversent Communications of Virginia, Inc. 52. Conversent Communications of Virginia, Inc. 53. Choice One Communications of Maine Inc. 54. Choice One Communications of Phone Inc. 55. Choice One Communications of Phone Inc. 56. Choice One Communications of Phone Inc. 57. Choice One Communications of Phone Inc. 58	5		ARC Networks, Inc.		Systems, Inc.	84.	LDMI Telecommunications, LLC
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Virginia, LLC Virginia, LLC Virginia many data Link, LLC Virginia many data Link LLC Virginia LLC Virginia LLC Virginia LLC Virginia LLC V	8		ATX Licensing, Inc.	46.	Conversent Communications of	87.	McLeodUSA Information Services LLC
10. Bilmingham Data Link, LLC 48. Conversent Communications of Services, LLC.	9		ATX Telecommunications Services of		Connecticut, LLC	88.	McLeodUSA Purchasing, LLC
11. BOB, LLC 12. Boston Retail Partners LLC 13. BridgeCom Holdings, Inc. 14. BridgeCom Holdings, Inc. 15. BridgeCom Solutions Group, Inc. 16. Broadview Networks, Inc. 17. Broadview Networks of Virginia, Inc. 18. Broadview Networks of Virginia, Inc. 19. Broadview Networks of Virginia, Inc. 19. Broadview Networks of Virginia, Inc. 21. Business Telecom of Virginia, Inc. 22. Business Telecom of Virginia, Inc. 23. BV-9E Acquisition Corporation 24. Cavalier IP TV, LLC 25. Cavalier Telephone, LLC 26. Cavalier Telephone, LLC 27. Cavalier Telephone, LLC 28. CCL Historical, Inc. 29. Choice One Communications of Maine Inc. 20. Conversent Communications Company of Virginia, Inc. 20. D&& Massachusetts Inc. 21. D&& Massachusetts Inc. 22. Business Telecom of Virginia, Inc. 23. Choice One Communications of Maine Inc. 24. Cavalier Telephone, LLC 25. Cavalier Telephone, LLC 26. Cavalier Telephone, LLC 27. Cavalier Telephone, LLC 28. CCL Historical, Inc. 29. Choice One Communications of Maine Inc. 29. Choice One Communications of Maine Inc. 20. Choice One Communications of Maine Inc. 20. Choice One Communications of Maine Inc. 21. Choice One Communications of New York 22. Note of New York 25. Cavalier Telephone, LLC 26. Cavalier Telephone, LLC 27. Cavalier Telephone, Massachusetts Inc. 28. Conversent Communications of New York 29. Okalhoma Windstream, LLC 29. Ochoice Ore Acquisition Corporation 29. PaeTec Communications of Virginia, LLC 29. PAETEC Holding, LLC 29. PAETEC, Holding, LLC 29. PAETEC, Holding, LLC 29. PAETEC, Holding, LLC 20. Corecomm Communications of Vermont, LLC 21. Corecomm Communications of Virginia, Inc. 22. Corecomm Communications of Virginia, LLC 23. Choice One Communications of Maine Inc. 24. Cavalier Telephone Mid-Atlantic, L.L.C. 25. Cavalier Telephone, LC 26. Cavalier Telephone, LC 27. Cavalier Telephone, LC 28. Cavalier Telephone, LC 29. Ordinama Vindstream, LLC 29. Ordinama Vindstream, LLC 29. PAETEC Holding, LLC 20. Conversent Communications of Vermont, LLC 210. Corecomm Communications of Virginia, LLC			Virginia, LLC	47.	Conversent Communications of Maine,	89.	McLeodUSA Telecommunications
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Pennsylvania Inc. 35. Choice One Communications of Rhode Island Inc. 36. Choice One Communications Resale L.L.C. 37. Choice One Communications of Vermont Inc. 38. Choice One of New Hampshire, Inc. 38. Choice One of New Hampshire, Inc. 39. Cinergy Communications Company of Virginia, LLC 39. Cinergy Communications Company of Virginia, LLC 39. Choice One of New Hampshire, Inc. 39. Cinergy Communications Company of Virginia, LLC 39. Choice One of New Hampshire, Inc. 39. Cinergy Communications Company of Virginia, LLC 39. Cinergy Communications Company of Virginia, Inc.						115.	US LEC of Alabama LLC
 Choice One Communications of Rhode Island Inc. Choice One Communications Resale L.L.C. Choice One Communications Resale L.L.C. Choice One Communications of Vermont Inc. Choice One of New Hampshire, Inc. Info-Highway International, Inc. Info-Highway Communications Corporation Virginia, LLC Info-Highway of Virginia, Inc. 			Pennsylvania Inc.	69.	Eureka Holdings, LLC	116.	US LEC of Florida LLC
 Choice One Communications Resale L.L.C. Choice One Communications Resale L.L.C. Choice One Communications of Vermont Inc. Choice One of New Hampshire, Inc. Cinergy Communications Company of Virginia, LLC Choice One Communications Company of Virginia, LLC Eureka Telecom of VA, Inc. 119. US LEC of North Carolina LLC 120. US LEC of Pennsylvania LLC 121. US LEC of South Carolina LLC 122. US LEC of Tennessee LLC 123. US LEC of Virginia LLC 124. US Xchange Inc. 124. US Xchange Inc. 125. US Xchange of Illinois, L.L.C. 	3	5.	Choice One Communications of Rhode			117.	US LEC of Georgia LLC
L.L.C. 73. Georgia Windstream, LLC 120. US LEC of Pennsylvania LLC 37. Choice One Communications of Vermont Inc. 74. Heart of the Lakes Cable Systems, Inc. 75. Infocore, Inc. 75. Infocore, Inc. 76. Info-Highway International, Inc. 77. Info-Highway Communications Corporation Virginia, LLC 78. Info-Highway of Virginia, Inc. 190. US LEC of Pennsylvania LLC 121. US LEC of South Carolina LLC 122. US LEC of Tennessee LLC 123. US LEC of Virginia LLC 124. US Xchange Inc. 125. US Xchange of Illinois, L.L.C.			Island Inc.	71.	Eureka Telecom, Inc.	118.	US LEC of Maryland LLC
 Choice One Communications of Vermont Inc. Choice One Communications of Vermont Inc. Inc. Infocore, Inc. Infocore, Inc. Info-Highway International, Inc. Info-Highway Communications Corporation Virginia, LLC Info-Highway of Virginia, Inc. Info-Highway of Virginia, Inc. Info-Highway of Virginia, Inc. Info-Highway Communications Corporation Inc. Info-Highway of Virginia, Inc. Info-H	3	6.	Choice One Communications Resale	72.	Eureka Telecom of VA, Inc.	119.	US LEC of North Carolina LLC
Inc. 75. Infocore, Inc. 122. US LEC of Tennessee LLC 38. Choice One of New Hampshire, Inc. 76. Info-Highway International, Inc. 123. US LEC of Virginia LLC 39. Cinergy Communications Company of Virginia, LLC 77. Info-Highway Communications Corporation 124. US Xchange Inc. 125. US Xchange of Illinois, L.L.C.			L.L.C.	73.	Georgia Windstream, LLC	120.	US LEC of Pennsylvania LLC
 Choice One of New Hampshire, Inc. Cinergy Communications Company of Virginia, LLC Info-Highway International, Inc. Info-Highway International, Inc. Us LEC of Virginia LLC Info-Highway Communications Corporation Info-Highway Communications Corporation Us LEC of Virginia LLC Us Xchange Inc. Us Xchange of Illinois, L.L.C. 	3	7.	Choice One Communications of Vermont	74.	Heart of the Lakes Cable Systems, Inc.	121.	US LEC of South Carolina LLC
 39. Cinergy Communications Company of Virginia, LLC 77. InfoHighway Communications Corporation 124. US Xchange Inc. 78. InfoHighway of Virginia, Inc. 125. US Xchange of Illinois, L.L.C. 			Inc.	75.	Infocore, Inc.	122.	US LEC of Tennessee LLC
Virginia, LLC 78. InfoHighway of Virginia, Inc. 125. US Xchange of Illinois, L.L.C.							
	3	9.					
40. Conestoga Enterprises, Inc. 79. Intellifiber Networks, LLC 126. US Xchange of Indiana, L.L.C.		_					
	4	U.	Conestoga Enterprises, Inc.	79.	Intellitiber Networks, LLC	126.	US Xchange of Indiana, L.L.C.

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- 127. US Xchange of Michigan, L.L.C.
- 128. US Xchange of Wisconsin, L.L.C.
- 129. Valor Telecommunications of Texas, LLC 154. Windstream Georgia Telephone, LLC
- 130. WaveTel NC License Corporation
- 131. WIN Sales & Leasing, Inc.
- 132. Windstream Accucomm Networks, LLC
- 133. Windstream Accucomm Telecommunications, LLC
- 134. Windstream Alabama, LLC
- 135. Windstream Arkansas, LLC
- 136. Windstream Buffalo Valley, Inc.
- 137. Windstream BV Holdings, LLC
- 138. Windstream Cavalier, LLC
- 139. Windstream Communications Kerrville, LLC
- 140. Windstream Communications Telecom,
- 141. Windstream Communications, LLC
- 142. Windstream Concord Telephone, LLC
- 143. Windstream Conestoga, Inc.
- 144. Windstream CTC Internet Services, Inc.
- 145. Windstream D&E Systems, LLC
- 146. Windstream D&E, Inc.
- 147. Windstream Direct, LLC
- 148. Windstream Eagle Holdings LLC
- 149. Windstream Eagle Services, LLC
- 150. Windstream EN-TEL, LLC
- 151. Windstream Finance Corp
- 152. Windstream Florida, LLC

- 153. Windstream Georgia Communications,
- 155. Windstream Georgia, LLC
- 156. Windstream Holding of the Midwest, Inc.
- 157. Windstream Iowa Communications, LLC
- 158. Windstream Iowa-Comm, LLC
- 159. Windstream IT-Comm, LLC
- 160. Windstream KDL, LLC 161. Windstream KDL-VA, LLC
- 162. Windstream Kentucky East, LLC
- 163. Windstream Kentucky West, LLC
- 164. Windstream Kerrville Long Distance, LLC
- 165. Windstream Lakedale Link, Inc.
- 166. Windstream Lakedale, Inc.
- 167. Windstream Leasing, LLC
- 168. Windstream Lexcom Communications,
- 169. Windstream Lexcom Entertainment, LLC
- 170. Windstream Lexcom Long Distance, LLC
- 171. Windstream Lexcom Wireless, LLC
- 172. Windstream Mississippi, LLC
- 173. Windstream Missouri, LLC
- 174. Windstream Montezuma, LLC
- 175. Windstream Nebraska, Inc.
- 176. Windstream Network Services of the Midwest, Inc.
- 177. Windstream New York, Inc.
- 178. Windstream Norlight, LLC

- 179. Windstream North Carolina, LLC
- 180. Windstream NorthStar, LLC
- 181. Windstream NTI, LLC
- 182. Windstream NuVox Arkansas, LLC
- 183. Windstream NuVox Illinois, LLC
- 184. Windstream NuVox Indiana, LLC
- 185. Windstream NuVox Kansas, LLC
- 186. Windstream NuVox Missouri, LLC 187. Windstream NuVox Ohio, LLC
- 188. Windstream NuVox Oklahoma, LLC
- 189. Windstream NuVox, LLC
- 190. Windstream of the Midwest, Inc.
- 191. Windstream Ohio, LLC
- 192. Windstream Oklahoma, LLC
- 193. Windstream Pennsylvania, LLC
- 194. Windstream Services, LLC
- 195. Windstream SHAL Networks, Inc.
- 196. Windstream SHAL, LLC
- 197. Windstream Shared Services, LLC
- 198. Windstream South Carolina, LLC
- 199. Windstream Southwest Long Distance, LLC
- 200. Windstream Standard, LLC
- 201. Windstream Sugar Land, LLC
- 202. Windstream Supply, LLC
- 203. Windstream Systems of the Midwest, Inc.
- 204. Windstream Western Reserve, LLC
- 205. Xeta Technologies, Inc.

Schedule 1 Page 2

$\begin{array}{lll} \textbf{19-223216-1010} & \textbf{D00C} \textbf{1343-164} & \textbf{02-1250} \textbf{195/124-195/125-195/125-195/125-195/125-195/125-195/125-195/195/125-1$

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:)) Chapter 11
PAETEC COMMUNICATIONS, LLC,) Case No. 19()
Debtor.)
	,

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
PaeTec Communications, LLC	PAETEC, LLC	4001 N. Rodney Parham Rd., Little Rock, AR 72212	100%

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

SOUTHERN DISTRICT OF NEW YORK	
In re:)) Chapter 11
PAETEC COMMUNICATIONS, LLC,)) Case No. 19(
Debtor.)

UNITED STATES BANKRUPTCY COURT

CORPORATE OWNERSHIP STATEMENT

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

Shareholder	Approximate Percentage of Shares Held
PAETEC, LLC	100%

$\begin{array}{lll} \textbf{19-222116-radd} & \textbf{D00c1} 34\textbf{3i-16d} & \textbf{02-125d195/12-16-radd} & \textbf{02-125d195/12-16-rad$

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

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders 12/15

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

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

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

Def Ex. 252,009

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

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

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

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

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Fill in this information to identify the case ar	nd this filing:	
Debtor Name PaeTec Communications	s, LLC	
United States Bankruptcy Court for the:	Southern District of New York	
Case number (If known):		(State)

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

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

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

Declaration and signature

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

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

Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
Schedule H: Codebtors (Official Form 206H)
Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
Amended Schedule

- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)

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

Executed on

02/25/2019	/s/ Kristi M. Moody
MM/ DD/YYYY	Signature of individual signing on behalf of debtor
	Kristi M. Moody
	Printed name
	Authorized Officer
	Position or relationship to debtor

Declaration Under Penalty of Perjury for Non-Individual Debtors

Official Form 202

UNANIMOUS WRITTEN CONSENT IN LIEU OF A MEETING

February 24, 2019

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

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

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

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

NOW, THEREFORE, BE IT:

CHAPTER 11 FILING

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

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

RETENTION OF PROFESSIONALS

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

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

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

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

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

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

CASH COLLATERAL

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

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

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

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

DEBTOR-IN-POSSESSION FINANCING

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

WHEREAS, the Borrowers have requested that the DIP Lenders provide senior secured debtor-in-possession credit facilities (together, the "<u>DIP Facilities</u>") to the Companies; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NO TERMINATION OF EXISTENCE

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

GENERAL

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

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

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

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

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

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

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

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

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

* * * * *

19-22246 rold Dec 1348 ilea 02 item 195/12 viel red E ordered 5 13:38:37.18:50 in 10 octione in 10. 234 pop 25 25 36 30

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

By: _______ Name: Tony Thomas

Title: Manager, Governor and Director

Name: Kristi Moody

Title: Manager, Governor and Director

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

Name: Kristi Moody

Title: Senior/Vice President - General Counsel &

Corporate Secretary

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

Exhibit A

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

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

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

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

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

Fill in this information to identify the	e case:		
United States Bankruptcy Court for the	e:		
Southern Dis	strict of New York		
	(State)		
Case number (if known):	Cha	apter	11

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

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

1.	Debtor's Name	Windstream Georgia Communications, LLC	
2.	All other names debtor used	N/A	
	in the last 8 years		
	Include any assumed names,	None.	
	trade names, and doing business as names		
3.	Debtor's federal Employer Identification Number (EIN)	<u>58-2046299</u>	
4.	Debtor's address	Principal place of business	Mailing address, if different from principal place of business
		4001 North Rodney Parham Road	
		Number Street	Number Street
			P.O. Box
		Little Rock, Arkansas 72212	
		,	City State Zip Code
		City State Zip Code	Location of principal assets, if different from principal place of business
		Pulaski County	
		County	Number Street
			City State Zip Code
5.	Debtor's website (URL)	https://www.windstream.com/	
6.	Type of debtor	☑ Corporation (including Limited Liability Company (L	LC) and Limited Liability Partnership (LLP))
		☐ Partnership (excluding LLP)	
		☐ Other. Specify:	

Official Form 201

Voluntary Petition for Non-Individuals Filing for E



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Windstream Georgia Communications Debtor Case number (if known) Name A. Check One: Describe debtor's business ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A)) ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B)) ☐ Railroad (as defined in 11 U.S.C. § 101(44)) ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A)) ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6)) ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3)) ■ None of the above B. Check all that apply: ☐ Tax-exempt entity (as described in 26 U.S.C. § 501) ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3) ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11)) NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes . 5172 - Wireless Telecommunications Carriers (except Satellite) 8. Under which chapter of the Check One: Bankruptcy Code is the ☐ Chapter 7 debtor filing? ☐ Chapter 9 ☑ Chapter 11. Check all that apply: ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,566,050 (amount subject to adjustment on 4/01/19 and every 3 years after that). ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B). A plan is being filed with this petition. Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b). ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form. ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2. ☐ Chapter 12 9. Were prior bankruptcy cases ☑ No filed by or against the debtor ☐ Yes District When Case number within the last 8 years? MM/DD/YYYY If more than 2 cases, attach a District When Case number separate list. MM/DD/YYYY 10. Are any bankruptcy cases □ No pending or being filed by a Relationship Affiliate Yes. Debtor See attached Schedule 1 business partner or an affiliate of the debtor? District Southern District of New York When 02/25/2019 List all cases. If more than 1, MM / DD / YYYY attach a separate list. Case number, if known

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

Name	a Communications, LLC	Case number (if known)					
11. Why is the case filed in this	Check all that apply:						
district?	 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district. 						
		ebtor's affiliate, general partner,	or partnership is pending in this district.				
12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?	 No Yes. Answer below for each proper Why does the property ned □ It poses or is alleged to safety. What is the hazard? □ It needs to be physically □ It includes perishable g 	erty that needs immediate attent ed immediate attention? (Checo pose a threat of imminent and i y secured or protected from the goods or assets that could quickl livestock, seasonal goods, mea	ion. Attach additional sheets if needed. ck all that apply.) identifiable hazard to public health or				
	Is the property insured? No Yes. Insurance agency Contact name Phone	·					
Statistical and	administrative information						
available funds	Check one: ⊠ Funds will be available for distribution ☐ After any administrative expenses an		le for distribution to unsecured creditors.				
creditors (on a consolidated basis)	□ 50-99 □ 5,	,001-10,000	□ 25,001-50,000 □ 50,001-100,000 ☑ More than 100,000				

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

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Debtor Windstream Geo	orgia Communications, LLC	Case numb	er (if known)	
. tuille				
16. Estimated liabilities (on a consolidated basis)	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 n \$10,000,001-\$50 \$50,000,001-\$100 \$100,000,001-\$50	million ☐ \$1,000,00 0 million ☐ \$10,000,0	0,001-\$10 billion 00,001-\$50 billion
Request for R	elief, Declaration, and Signatur	res		
WARNING Bankruptcy fraud is \$500,000 or impris	s a serious crime. Making a false conment for up to 20 years, or bot			lt in fines up to
17. Declaration and signature of authorized representative of		in accordance with the cha	pter of title 11, United States C	ode, specified in this
debtor	I have been authorized to	file this petition on behalf of	f the debtor.	
	I have examined the inforr correct.	mation in this petition and h	ave a reasonable belief that the	e information is true and
	I declare under penalty of perjury	that the foregoing is true a	nd correct.	
		2/25/2019 DD / YYYY		
	/s/ Kristi M. Moody	/ ed representative of debtor	Kristi M. Moody	1
	Title Authorized C		—	
18. Signature of attorney	/s/ Stephen E. Hes		Date02/25/20	
	Signature of attorney	ioi debioi	MM/ DD/YY	11
	Stephen E. Hessler			
	Printed name			
	Kirkland & Ellis LLP Firm name	•		
	601 Lexington Aven	iue		
	Number	Street		
	New York		New York	10022
	City		State	ZIP Code
	(212) 446-4800		stephen.hes	sler@kirkland.com
	Contact phone		Email ad	
	4576856		New York	
	Par number		State	

Fill in this information to identify the case	2	
United States Bankruptcy Court for the:		
Southern District of N	lew York	
(State)		
Case number (if known):	Chapter	11

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

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

☐ Check if this is an amended filing

1.	Windstream Holdings, Inc.	41.	Conestoga Management Services, Inc.	80.	Iowa Telecom Data Services, L.C.
2.	Windstream Business Holdings, LLC	42.	Conestoga Wireless Company	81.	Iowa Telecom Technologies, LLC
3.	Allworx Corp.	43.	Connecticut Broadband, LLC	82.	IWA Services, LLC
4.	American Telephone Company, LLC	44.	Connecticut Telephone & Communication	83.	KDL Holdings, LLC
5.	ARC Networks, Inc.		Systems, Inc.	84.	LDMI Telecommunications, LLC
6.	A.R.C. Networks, Inc.	45.	Conversent Communications Long		Lightship Telecom, LLC
7.	ATX Communications, Inc.		Distance, LLC	86.	MassComm, LLC
8.	ATX Licensing, Inc.	46.	Conversent Communications of	87.	McLeodUSA Information Services LLC
9.	ATX Telecommunications Services of		Connecticut, LLC	88.	McLeodUSA Purchasing, LLC
	Virginia, LLC	47.	Conversent Communications of Maine,	89.	McLeodUSA Telecommunications
10.	Birmingham Data Link, LLC		LLC		Services, L.L.C.
	BOB, LLC	48.	Conversent Communications of	90.	MPX, Inc.
12.	Boston Retail Partners LLC		Massachusetts, Inc.	91.	Nashville Data Link, LLC
13.	BridgeCom Holdings, Inc.	49.	Conversent Communications of New	92.	Network Telephone, LLC
14.	BridgeCom International, Inc.		Hampshire, LLC	93.	Norlight Telecommunications of Virginia,
15.	BridgeCom Solutions Group, Inc.	50.	Conversent Communications of New		LLC
	Broadview Networks, Inc.		Jersey, LLC	94.	Oklahoma Windstream, LLC
	Broadview Networks of Massachusetts,	51.	Conversent Communications of New		Open Support Systems, LLC
	Inc.		York, LLC		PaeTec Communications of Virginia, LLC
18.	Broadview Networks of Virginia, Inc.	52.	Conversent Communications of		PaeTec Communications, LLC
	Broadview NP Acquisition Corp.		Pennsylvania, LLC		PAETEC Holding, LLC
	Buffalo Valley Management Services, Inc.	53.			PAETEC iTEL, L.L.C.
	Business Telecom of Virginia, Inc.		Island, LLC	100.	PAETEC Realty LLC
	Business Telecom, LLC	54.	Conversent Communications of Vermont,		PAETEC, LLC
	BV-BC Acquisition Corporation		LLC		PCS Licenses, Inc.
	Cavalier IP TV, LLC	55.	Conversent Communications Resale	103.	Progress Place Realty Holding Company,
	Cavalier Services, LLC		L.L.C.		LLC
26.	Cavalier Telephone Mid-Atlantic, L.L.C.	56.	CoreComm-ATX, Inc.	104.	RevChain Solutions, LLC
	Cavalier Telephone, L.L.C.	57.	CoreComm Communications, LLC		SM Holdings, LLC
	CCL Historical, Inc.		CTC Communications Corporation		Southwest Enhanced Network Services,
	Choice One Communications of		CTC Communications of Virginia, Inc.		LLC
	Connecticut Inc.		D&E Communications, LLC	107.	Talk America of Virginia, LLC
30.	Choice One Communications of Maine	61.	D&E Management Services, Inc.	108.	Talk America, LLC
	Inc.		D&E Networks, Inc.	109.	Teleview, LLC
31.	Choice One Communications of		D&E Wireless, Inc.	110.	Texas Windstream, LLC
	Massachusetts Inc.	64.	Deltacom, LLC	111.	The Other Phone Company, LLC
32.	Choice One Communications of New York				TriNet, LLC
	Inc.		Earthlink Carrier, LLC		TruCom Corporation
33.	Choice One Communications of Ohio Inc.		Equity Leasing, Inc.		US LEC Communications LLC
34.	Choice One Communications of		Eureka Broadband Corporation	115.	US LEC of Alabama LLC
	Pennsylvania Inc.	69.	Eureka Holdings, LLC		US LEC of Florida LLC
35.	Choice One Communications of Rhode		Eureka Networks, LLC		US LEC of Georgia LLC
	Island Inc.		Eureka Telecom, Inc.		US LEC of Maryland LLC
36.	Choice One Communications Resale		Eureka Telecom of VA, Inc.		US LEC of North Carolina LLC
	L.L.C.		Georgia Windstream, LLC		US LEC of Pennsylvania LLC
37.	Choice One Communications of Vermont		Heart of the Lakes Cable Systems, Inc.		US LEC of South Carolina LLC
	Inc.		Infocore, Inc.		US LEC of Tennessee LLC
38.	Choice One of New Hampshire, Inc.		Info-Highway International, Inc.		US LEC of Virginia LLC
	Cinergy Communications Company of		InfoHighway Communications Corporation		
	Virginia, LLC		InfoHighway of Virginia, Inc.		US Xchange of Illinois, L.L.C.
40.	Conestoga Enterprises, Inc.		Intellifiber Networks, LLC		US Xchange of Indiana, L.L.C.
	- 		, ==+		- 3 ···-·, - ·

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- 127. US Xchange of Michigan, L.L.C.
- 128. US Xchange of Wisconsin, L.L.C.
- 129. Valor Telecommunications of Texas, LLC 154. Windstream Georgia Telephone, LLC
- 130. WaveTel NC License Corporation
- 131. WIN Sales & Leasing, Inc.
- 132. Windstream Accucomm Networks, LLC
- 133. Windstream Accucomm Telecommunications, LLC
- 134. Windstream Alabama, LLC
- 135. Windstream Arkansas, LLC
- 136. Windstream Buffalo Valley, Inc.
- 137. Windstream BV Holdings, LLC
- 138. Windstream Cavalier, LLC
- 139. Windstream Communications Kerrville, LLC
- 140. Windstream Communications Telecom,
- 141. Windstream Communications, LLC
- 142. Windstream Concord Telephone, LLC
- 143. Windstream Conestoga, Inc.
- 144. Windstream CTC Internet Services, Inc.
- 145. Windstream D&E Systems, LLC
- 146. Windstream D&E, Inc.
- 147. Windstream Direct, LLC
- 148. Windstream Eagle Holdings LLC
- 149. Windstream Eagle Services, LLC
- 150. Windstream EN-TEL, LLC
- 151. Windstream Finance Corp
- 152. Windstream Florida, LLC

- 153. Windstream Georgia Communications,
- 155. Windstream Georgia, LLC
- 156. Windstream Holding of the Midwest, Inc.
- 157. Windstream Iowa Communications, LLC
- 158. Windstream Iowa-Comm, LLC
- 159. Windstream IT-Comm, LLC
- 160. Windstream KDL, LLC
- 161. Windstream KDL-VA, LLC
- 162. Windstream Kentucky East, LLC
- 163. Windstream Kentucky West, LLC
- 164. Windstream Kerrville Long Distance, LLC
- 165. Windstream Lakedale Link, Inc.
- 166. Windstream Lakedale, Inc.
- 167. Windstream Leasing, LLC
- 168. Windstream Lexcom Communications,
- 169. Windstream Lexcom Entertainment, LLC
- 170. Windstream Lexcom Long Distance, LLC
- 171. Windstream Lexcom Wireless, LLC
- 172. Windstream Mississippi, LLC
- 173. Windstream Missouri, LLC
- 174. Windstream Montezuma, LLC
- 175. Windstream Nebraska, Inc.
- 176. Windstream Network Services of the Midwest, Inc.
- 177. Windstream New York, Inc.
- 178. Windstream Norlight, LLC

- 179. Windstream North Carolina, LLC
- 180. Windstream NorthStar, LLC
- 181. Windstream NTI, LLC
- 182. Windstream NuVox Arkansas, LLC
- 183. Windstream NuVox Illinois, LLC
- 184. Windstream NuVox Indiana, LLC
- 185. Windstream NuVox Kansas, LLC
- 186. Windstream NuVox Missouri, LLC 187. Windstream NuVox Ohio, LLC
- 188. Windstream NuVox Oklahoma, LLC
- 189. Windstream NuVox, LLC
- 190. Windstream of the Midwest, Inc.
- 191. Windstream Ohio, LLC
- 192. Windstream Oklahoma, LLC
- 193. Windstream Pennsylvania, LLC
- 194. Windstream Services, LLC
- 195. Windstream SHAL Networks, Inc.
- 196. Windstream SHAL, LLC
- 197. Windstream Shared Services, LLC
- 198. Windstream South Carolina, LLC
- 199. Windstream Southwest Long Distance, LLC
- 200. Windstream Standard, LLC
- 201. Windstream Sugar Land, LLC
- 202. Windstream Supply, LLC
- 203. Windstream Systems of the Midwest, Inc.
- 204. Windstream Western Reserve, LLC
- 205. Xeta Technologies, Inc.

Schedule 1 Page 2

$\begin{array}{llll} \textbf{19-222146-radd} & \textbf{D00c1} 34\textbf{3-ide} & \textbf{02-ides} & \textbf{195/12-ide} & \textbf{201-205/14-36.216} & \textbf{501-ide} & \textbf{100c1} & \textbf{300c1} & \textbf{3$

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

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

LIST OF EQUITY SECURITY HOLDERS¹

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

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

UNI	TED	STA	TES	BANI	KRUF	PTCY	COUF	۲۲
SOL	JTHE	ERN	DIST	RICT	OF N	IEW Y	ORK	

	_
In re:)) Chapter 11
WINDSTREAM GEORGIA COMMUNICATIONS, LLC,) Case No. 19()
Debtor.)))

CORPORATE OWNERSHIP STATEMENT

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

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

$\begin{array}{llll} \textbf{19-222166} & \textbf{100001343} & \textbf{1000001343} & \textbf{100001343} & \textbf{100001343} & \textbf{100001343} & \textbf{100001343} & \textbf{100001343} & \textbf{1000013$

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

Official Form 204

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

12/15

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

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

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

Def Ex. 309.009

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

$\begin{array}{llll} \textbf{19-224146-1010} & \textbf{D00C1} 34\$i \textbf{160} & 027i \textbf{2591} \textbf{95}/124i \textbf{2012} \textbf{2019} \textbf{195}/124i \textbf{2019} \textbf{20$

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

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

$\begin{array}{lll} \textbf{19-224146-1000} & \textbf{D00C1} 34\$i \textbf{160} & 027i \textbf{25019} 195/124i \textbf{20192190} 195/4:8/2.1618:574i \textbf{101} \textbf{1000C1} \\ & 235 \, PgP128163 \, \textbf{20} \, 30 \end{array}$

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

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

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

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

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

De

Declaration and signature

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

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

Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
Schedule H: Codebtors (Official Form 206H)

- □ Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- □ Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)

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

Executed on

02/25/2019	🗷/s/Kristi M. Moody
MM/ DD/YYYY	Signature of individual signing on behalf of debtor
	Kristi M. Moody
	Printed name
	Authorized Officer
	Position or relationship to debtor

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

UNANIMOUS WRITTEN CONSENT IN LIEU OF A MEETING

February 24, 2019

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

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

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

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

NOW, THEREFORE, BE IT:

CHAPTER 11 FILING

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

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

RETENTION OF PROFESSIONALS

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

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

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

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

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

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

CASH COLLATERAL

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

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

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

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

DEBTOR-IN-POSSESSION FINANCING

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

WHEREAS, the Borrowers have requested that the DIP Lenders provide senior secured debtor-in-possession credit facilities (together, the "<u>DIP Facilities</u>") to the Companies; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NO TERMINATION OF EXISTENCE

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

GENERAL

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

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

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

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

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

19-22216 radd Dooc1343 ilesi 02/25/195/12/24 ed Entensol 95/4:3/21618:5/4:101Doctione into. 235 popul 24 36 30

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

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

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

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

* * * * *

19-22216 rold Dec 1348-ills 02-ites/195/12-videred Earles of 95/4:8/21618:504-in/10-octioner/No. 235 pg 25-25 36 30

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

By: ______ Name: Tony Thomas

Title: Manager, Governor and Director

Name: Kristi Moody

Title: Manager, Governor and Director

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

Name: Kristi Moody

Title: Senior/Vice President - General Counsel &

Corporate Secretary

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

Exhibit A

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

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

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

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

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

19-08246-rdd Doc 343-16 Filed 05/13/21 Entered 05/13/21 18:51:01 Item No. 236 Pg 1 of 1

From: Przulj, Nino

Sent: Monday, May 13, 2019 4:24 PM

To: Sims, Tami Kameda; Ross, Terence P.; Rochester, Shaya **Cc:** Kingston, John S.; Hockett, Brian W.; Nepple, Michael L.

Subject: Charter Document Production

Counsel,

Please find a box link for additional document production from Charter: https://thompsoncoburn.box.com/s/2zwgswy797y0zfirjhjy2ujtf3yc70xj

The link expires in four weeks. Password arriving separately.

Thanks,

Nino

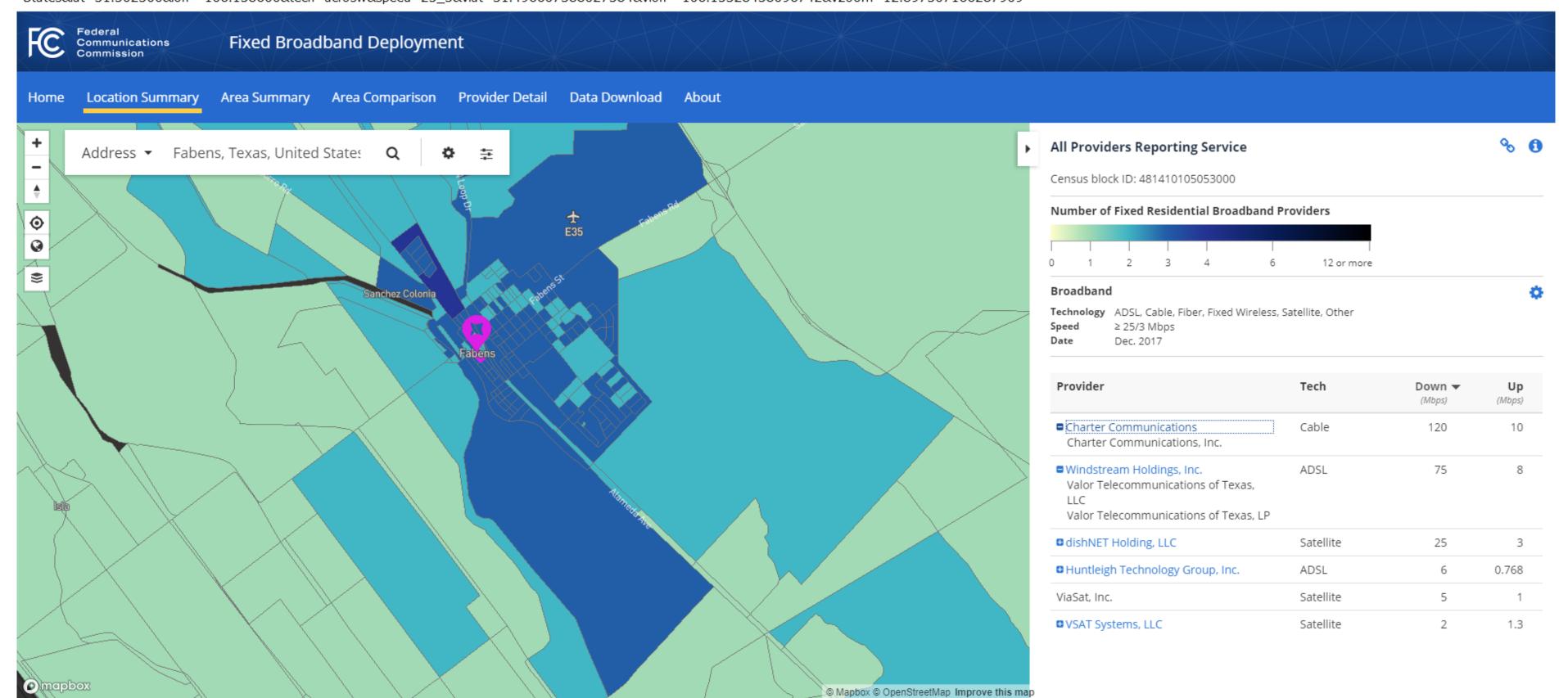
Nino Przulj

nprzulj@thompsoncoburn.com P: 314.552.6559

F: 314.552.7000 M: 314.602.6559

Thompson Coburn LLP

One US Bank Plaza St. Louis, Missouri 63101 www.thompsoncoburn.com



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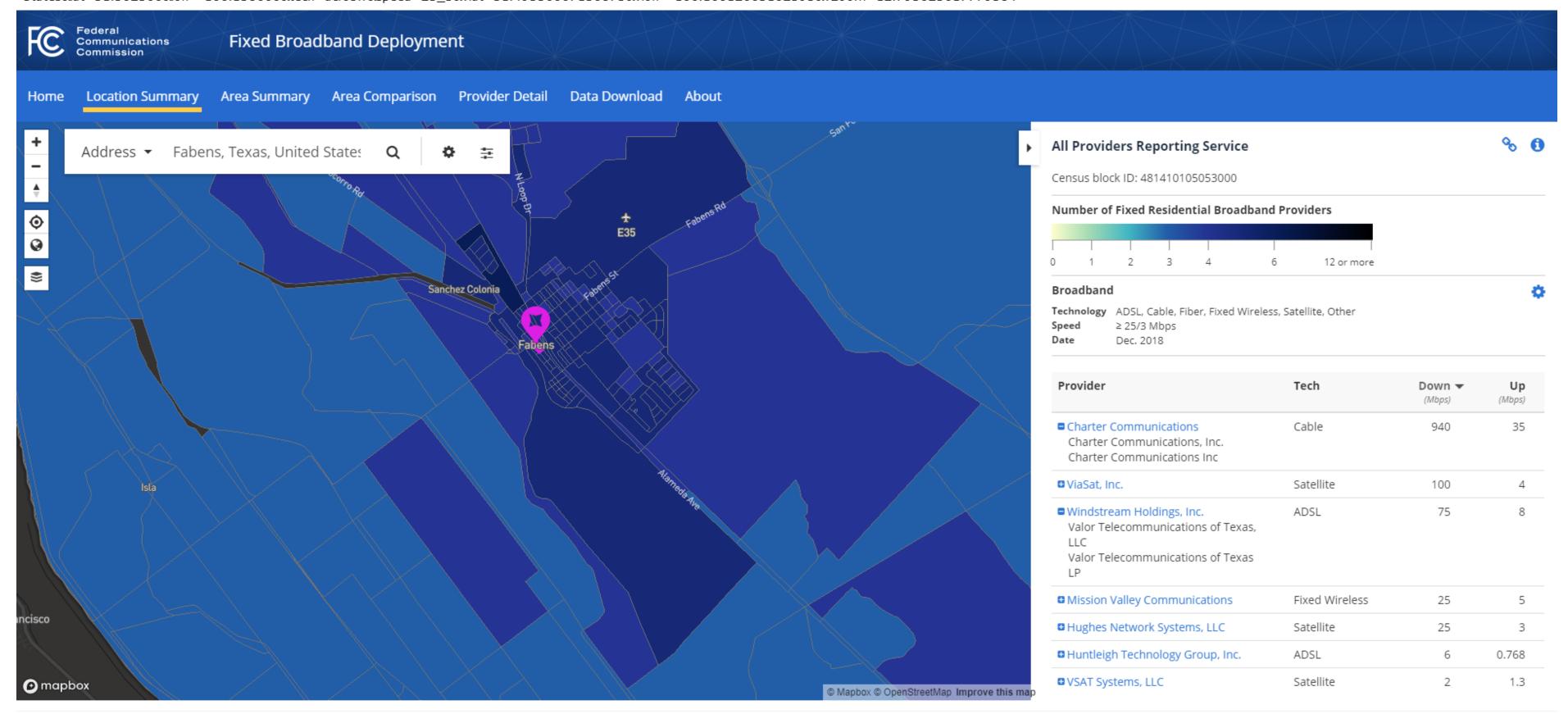
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Title: Provider Detail | Fixed Broazlband Deplement Data | Fordered Commission Commission | Fixed Broazlband Deplement Data | Fordered Commission | Fordered Commission | Fixed Broazlband Deplement Data | Fordered Commission | Fordered Commiss





View Service Provider Details





Get detailed information on as many as 3 service providers at a time. Type a provider name then select from the search suggestions.

Charter Communications *

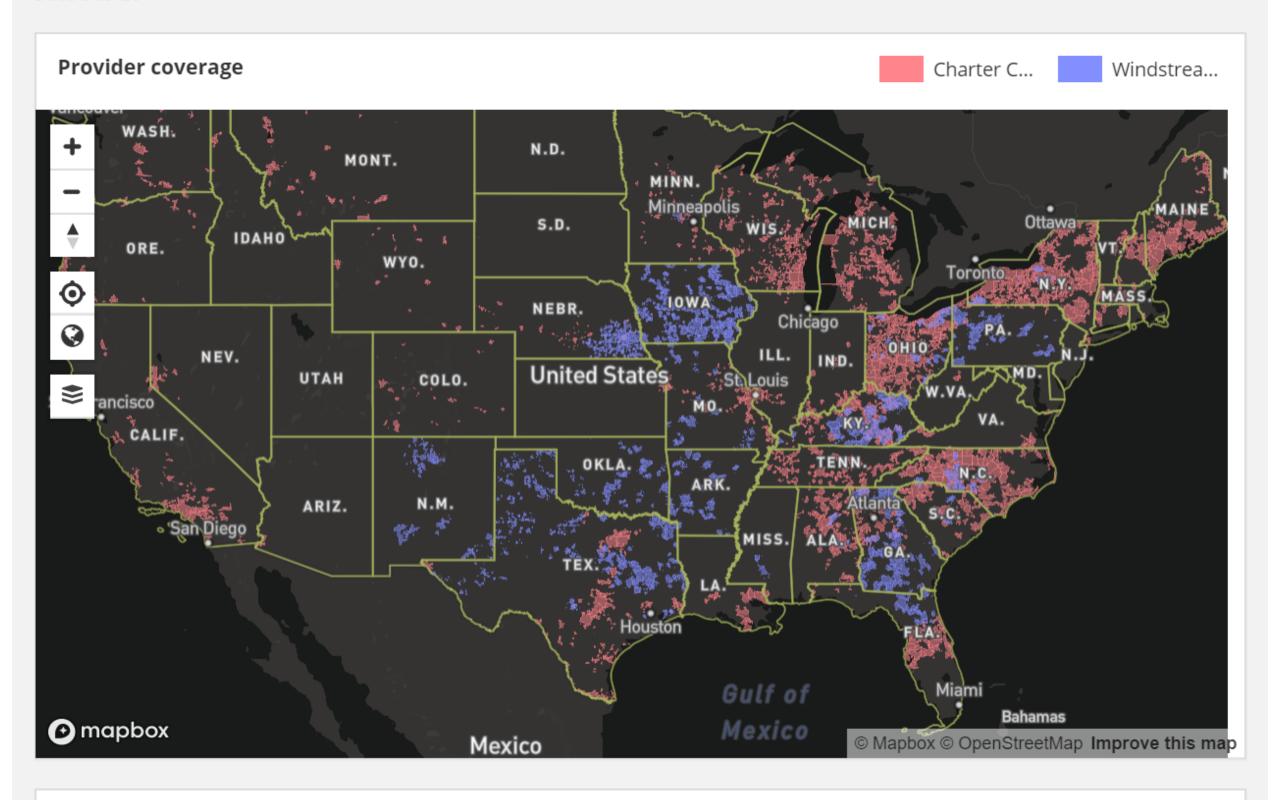
Add Provider

View Details

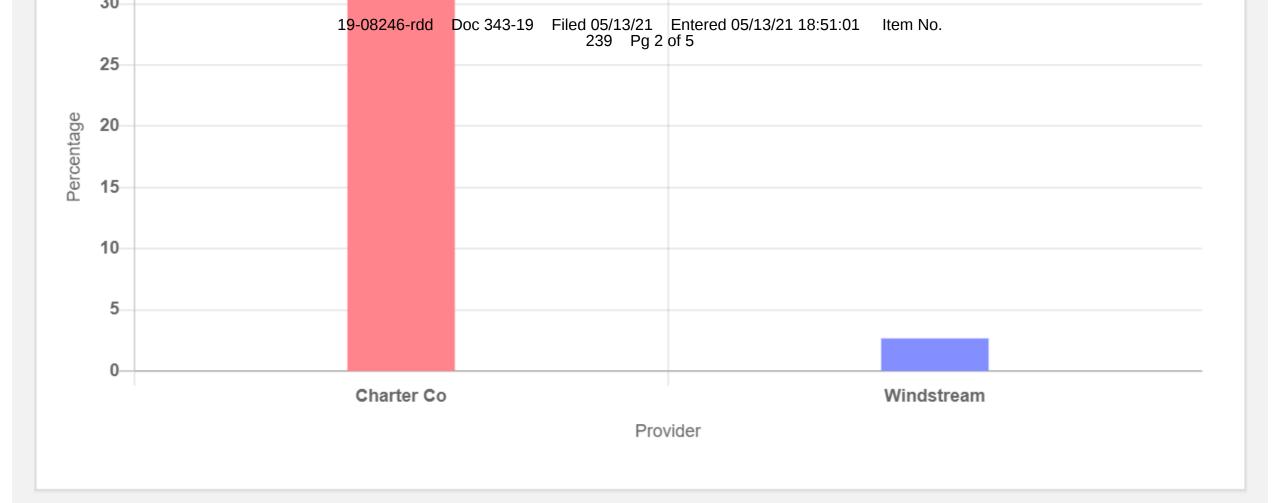


Provider coverage overlap and population coverage

Date Dec. 2017



Percentage of the US population covered by selected provider(s)



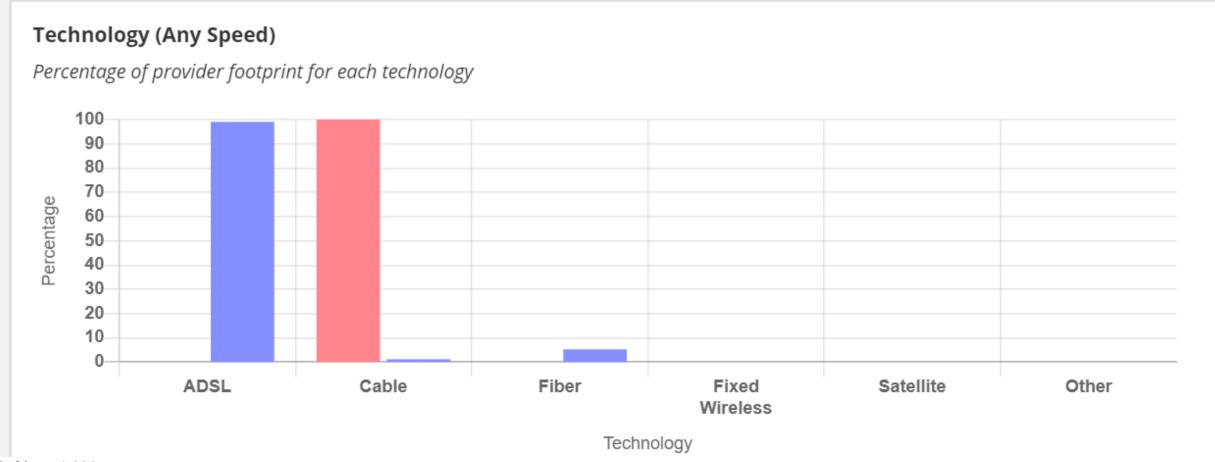
Percent of each provider's broadband footprint for different speeds and technologies

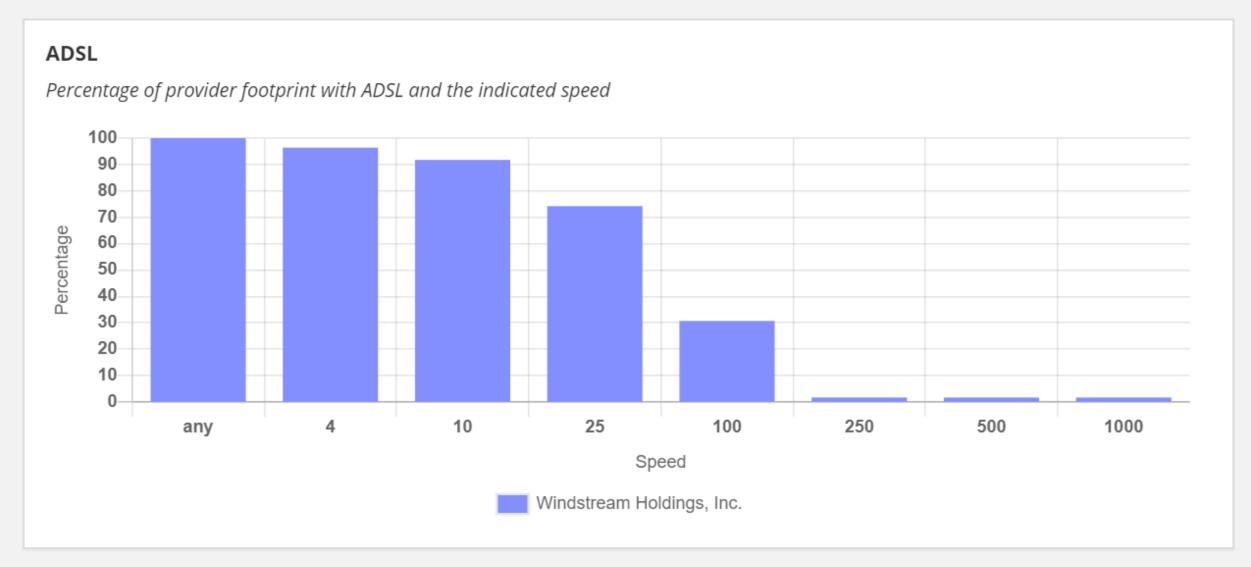
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Speed:

Date Dec. 2017

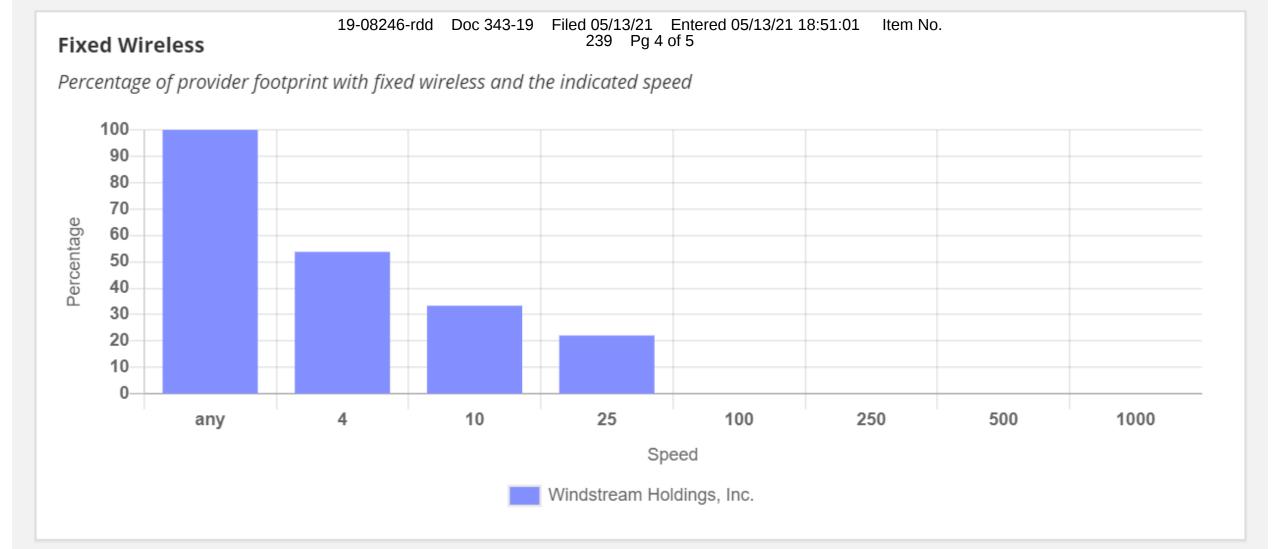












Satellite

Percentage of provider footprint with satellite and the indicated speed

Data not available.

Other

Percentage of provider footprint with other technology and the indicated speed

Data not available.

Federal Communications Commission 19-08246-rdd Doc 343-19 Filed 05/13/21 Entered 05/13/21 18:51:01 Item No. 245 12th Street SW, Washington, DC 205339 Pg 5 of 5

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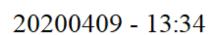
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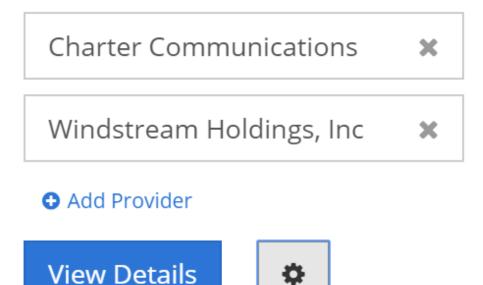


View Service Provider Details



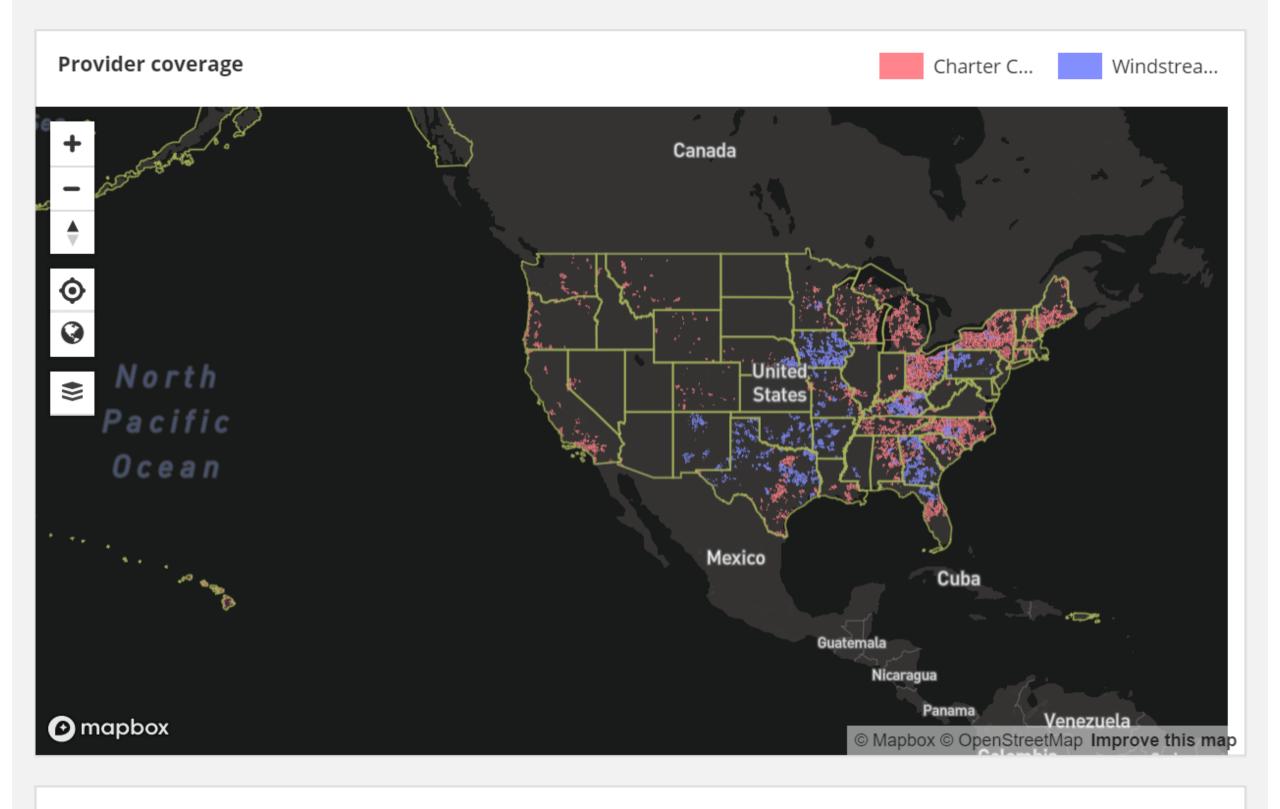


Get detailed information on as many as 3 service providers at a time. Type a provider name then select from the search suggestions.

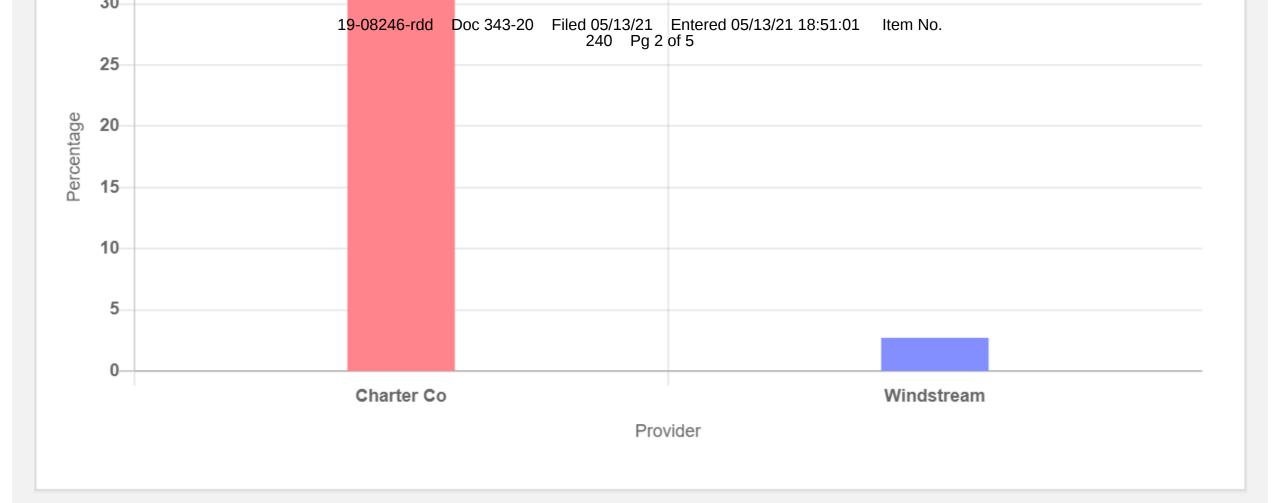


Provider coverage overlap and population coverage

Date Dec. 2018



Percentage of the US population covered by selected provider(s)



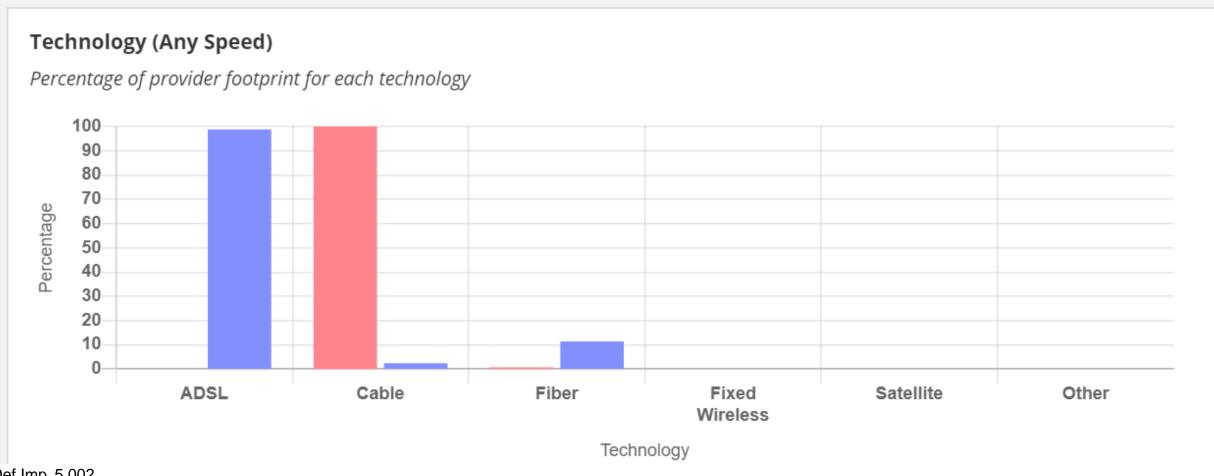
Percent of each provider's broadband footprint for different speeds and technologies

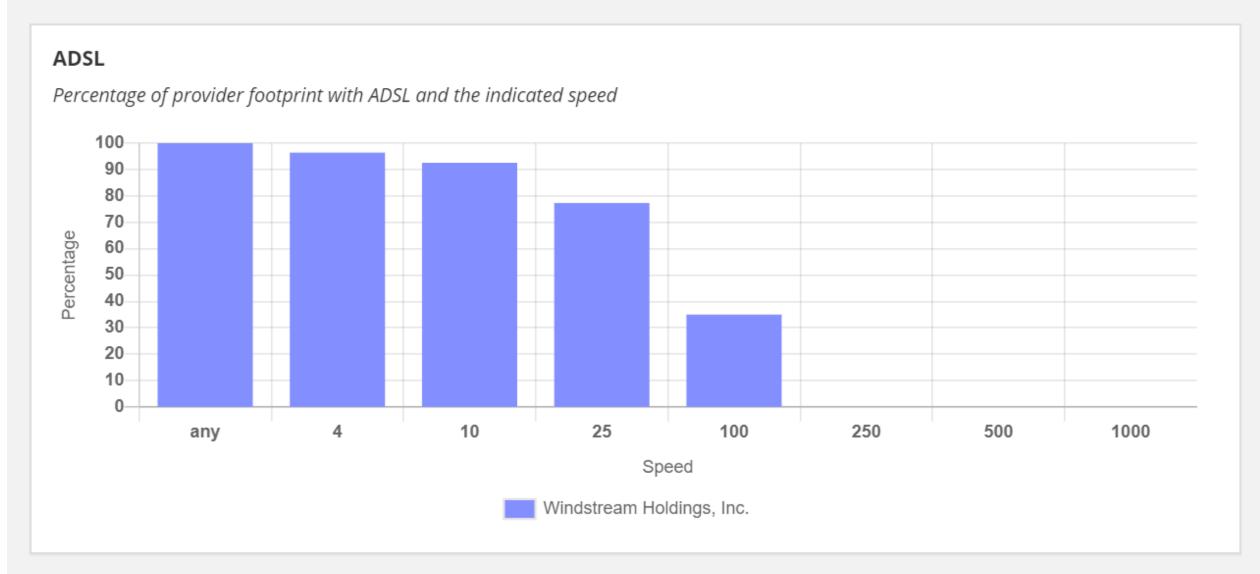
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Speed:

Date Dec. 2018

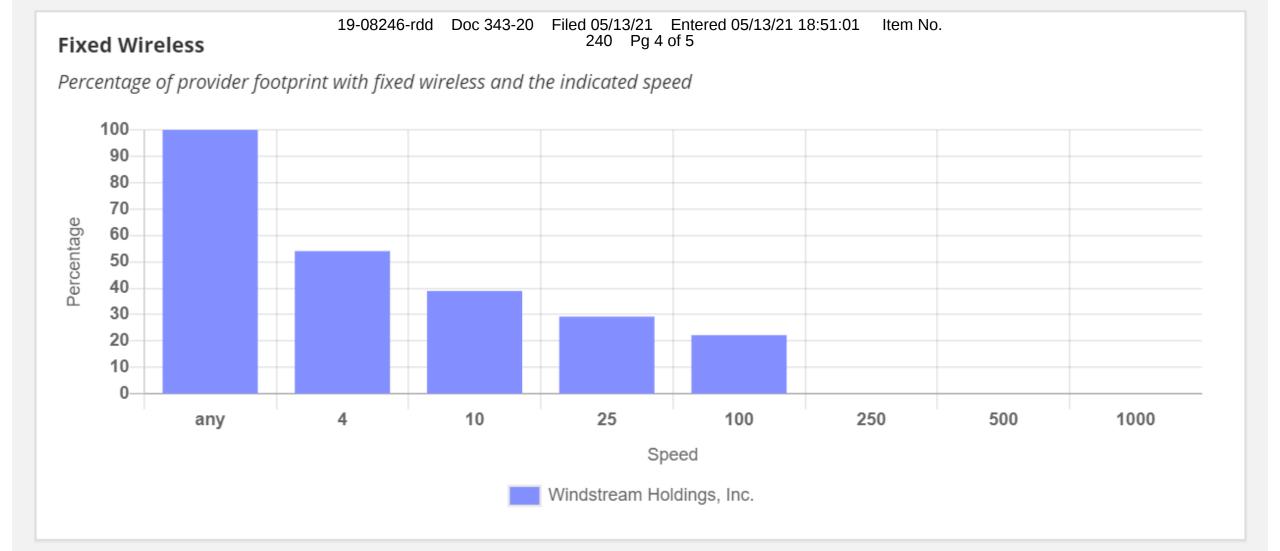












Satellite

Percentage of provider footprint with satellite and the indicated speed

Data not available.

Other

Percentage of provider footprint with other technology and the indicated speed

Data not available.

Federal Communications Commission 19-08246-rdd Doc 343-20 Filed 05/13/21 Entered 05/13/21 18:51:01 Item No. 245 12th Street SW, Washington, DC 205340 Pg 5 of 5

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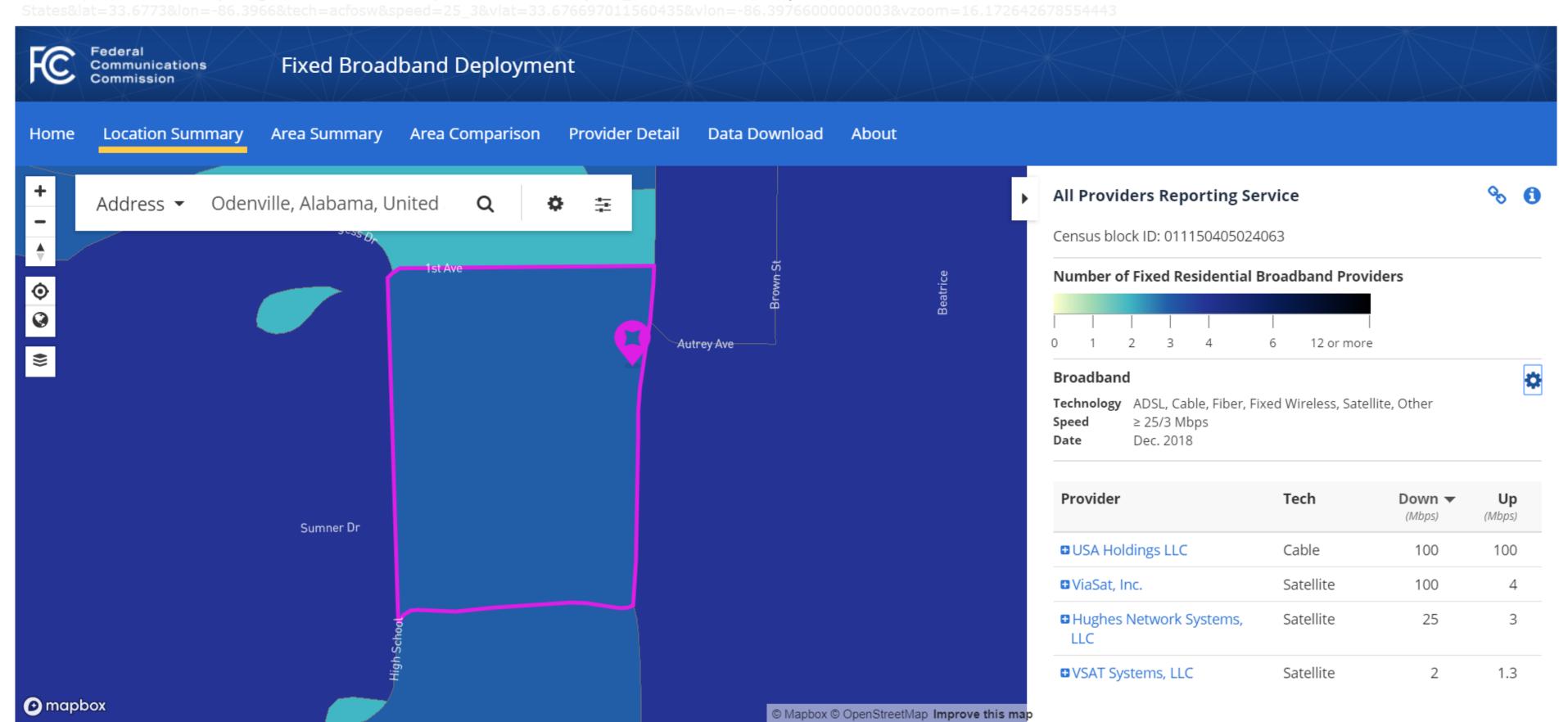






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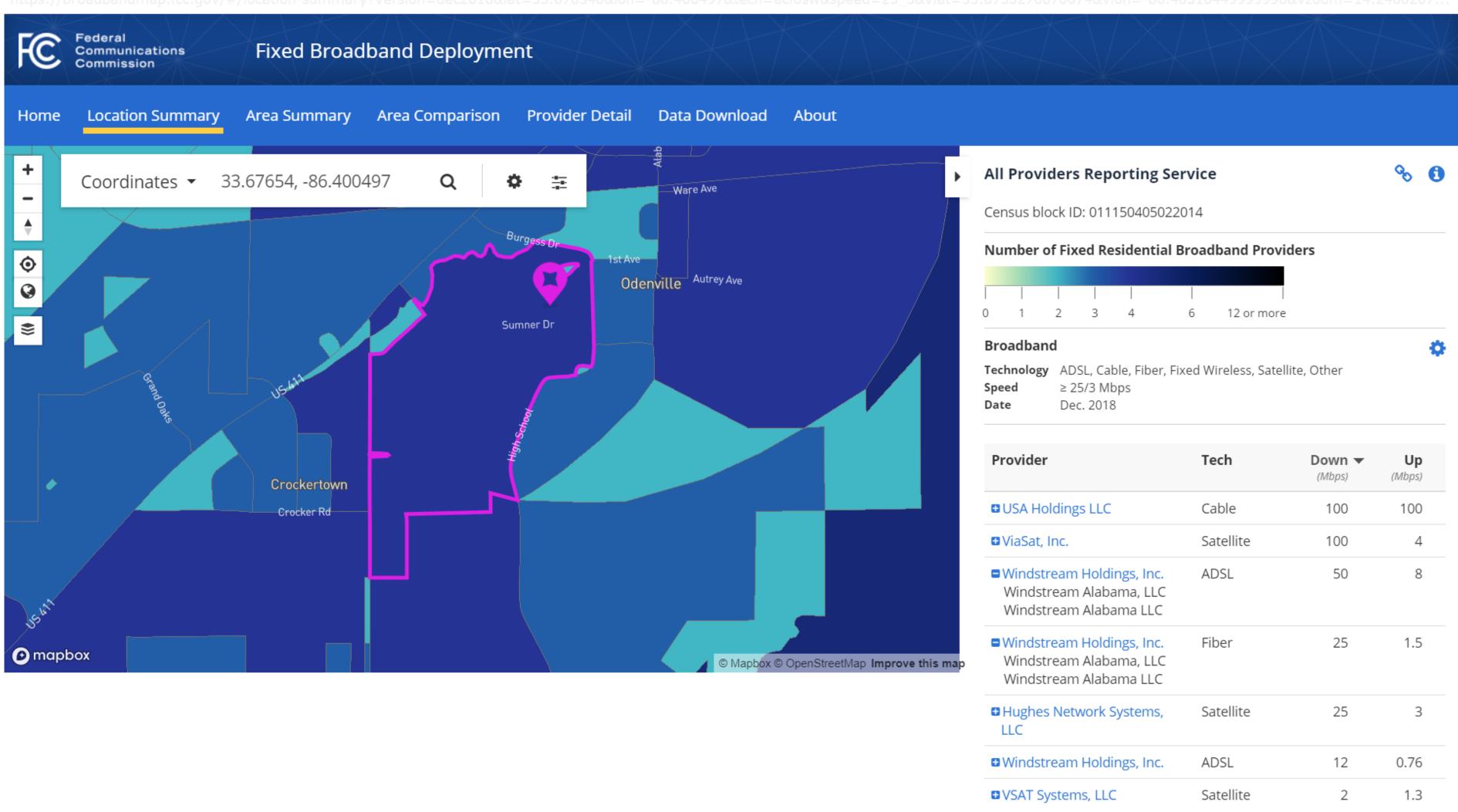


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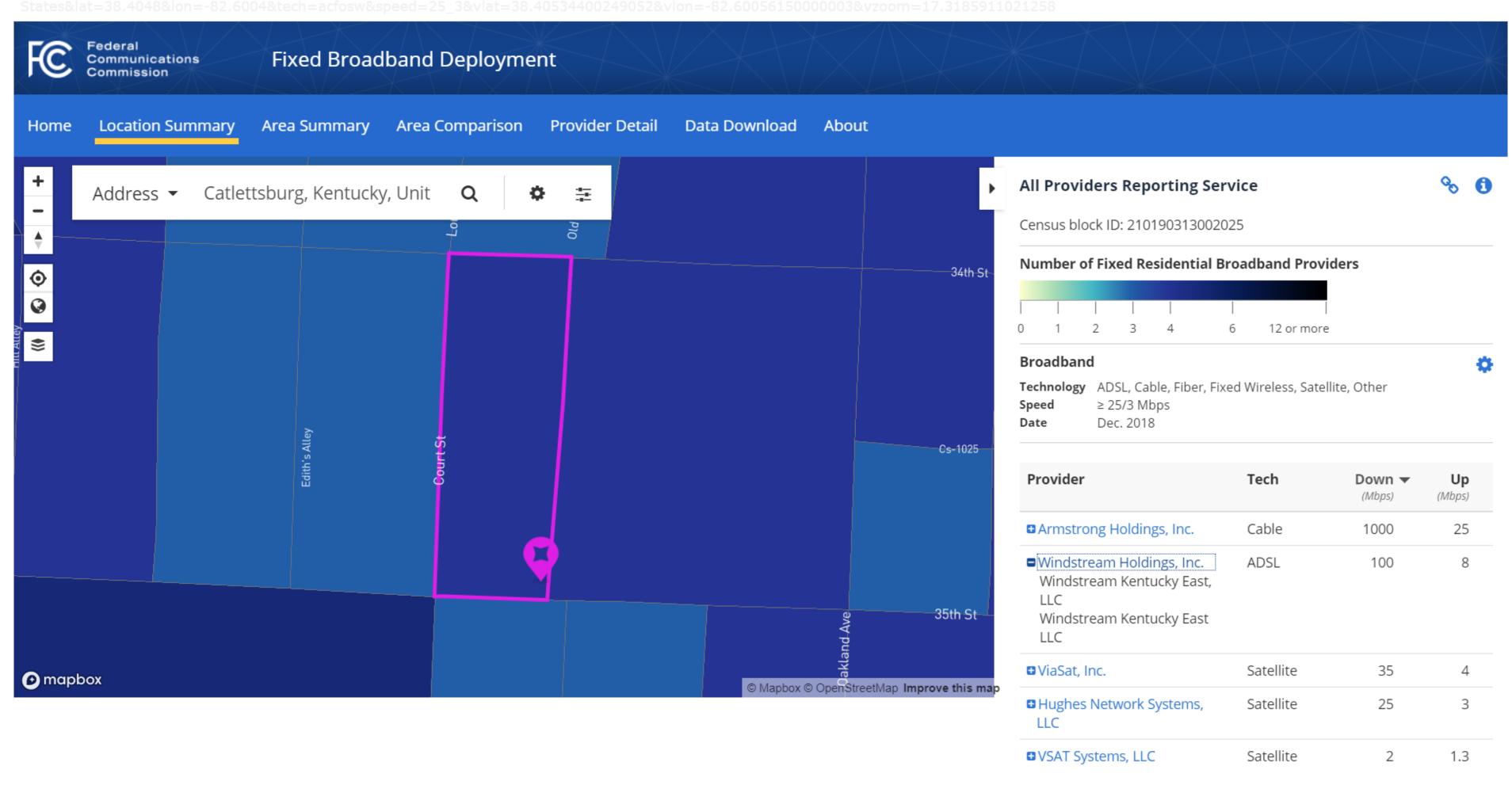
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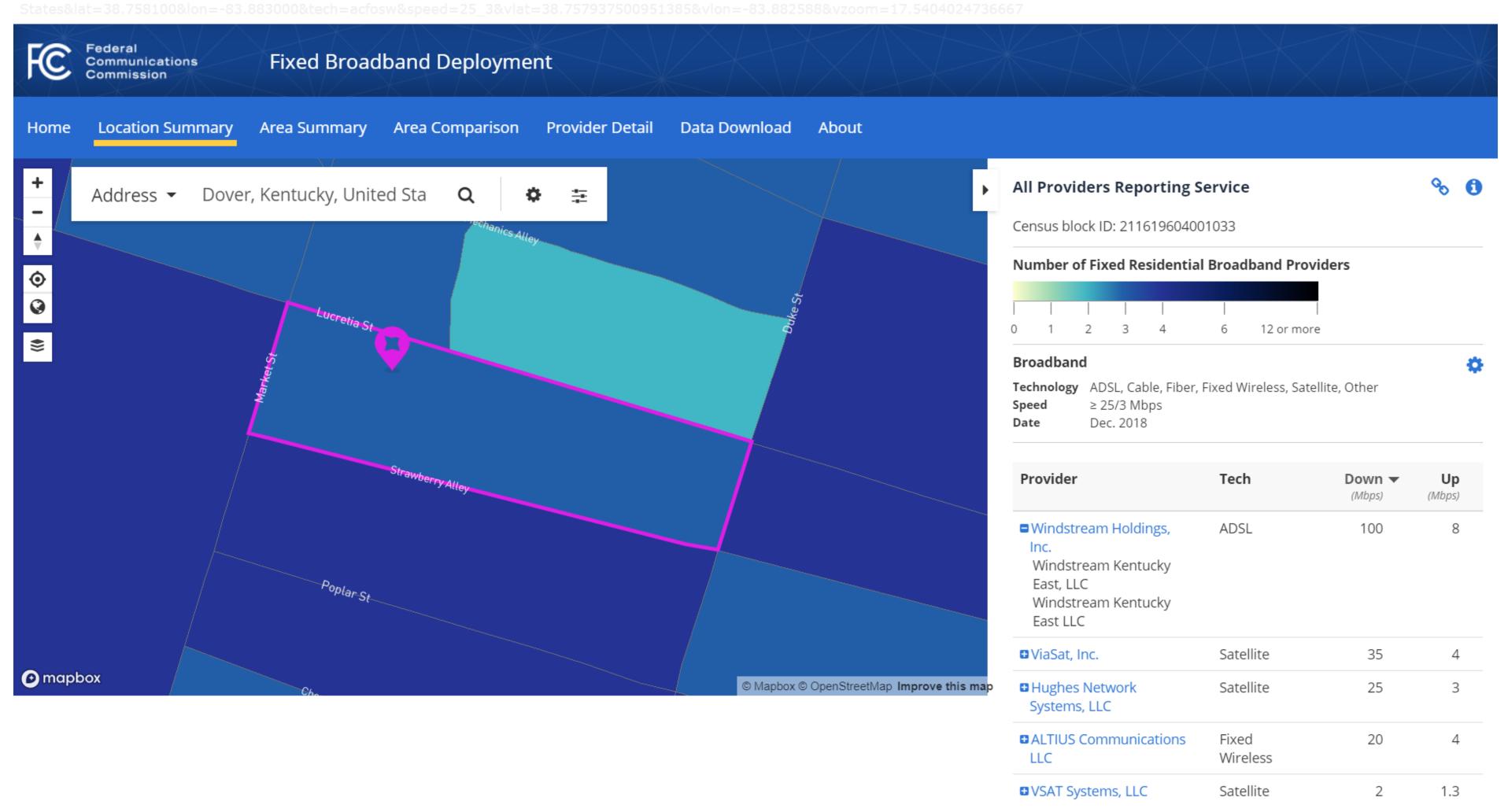




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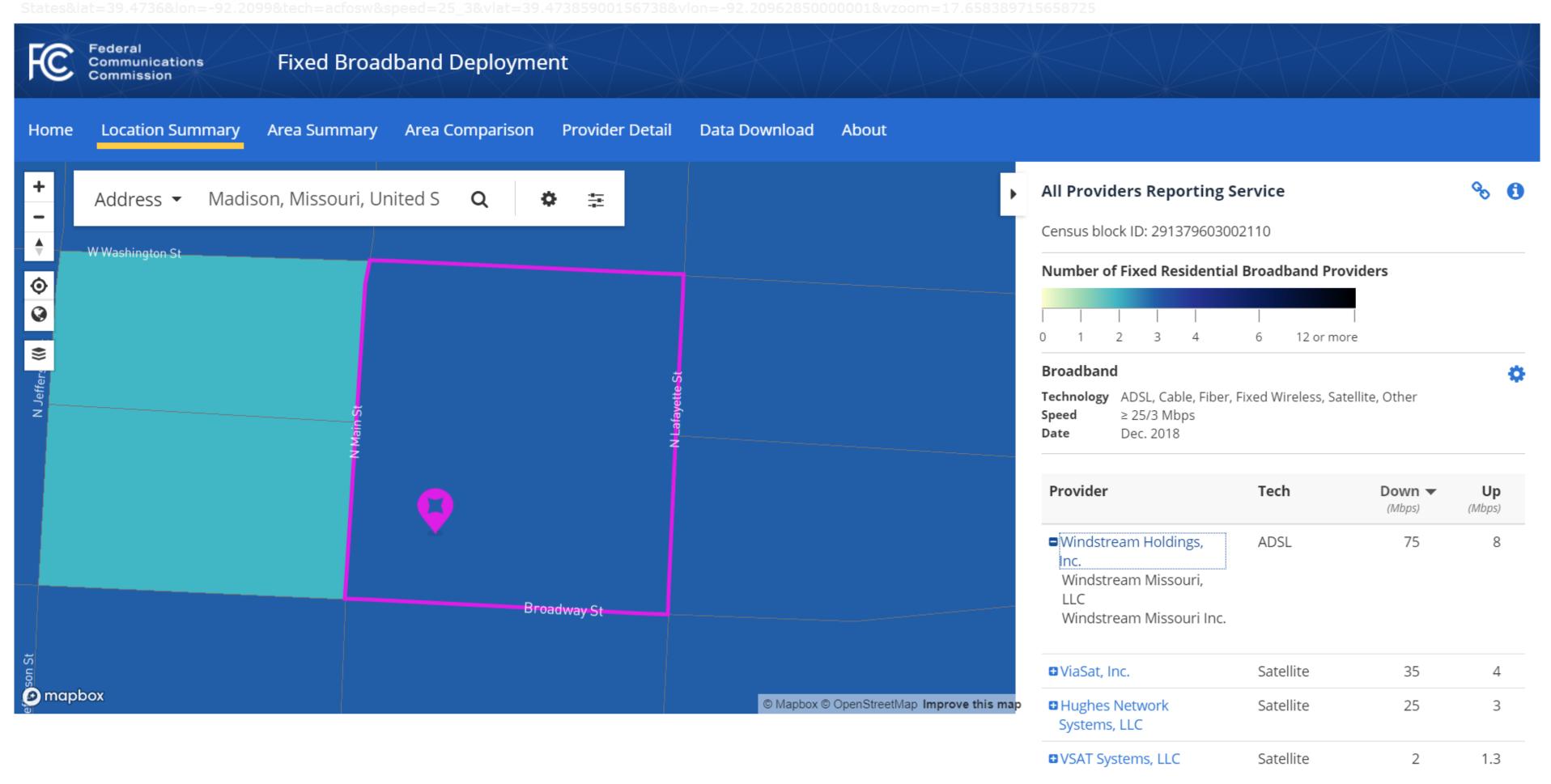
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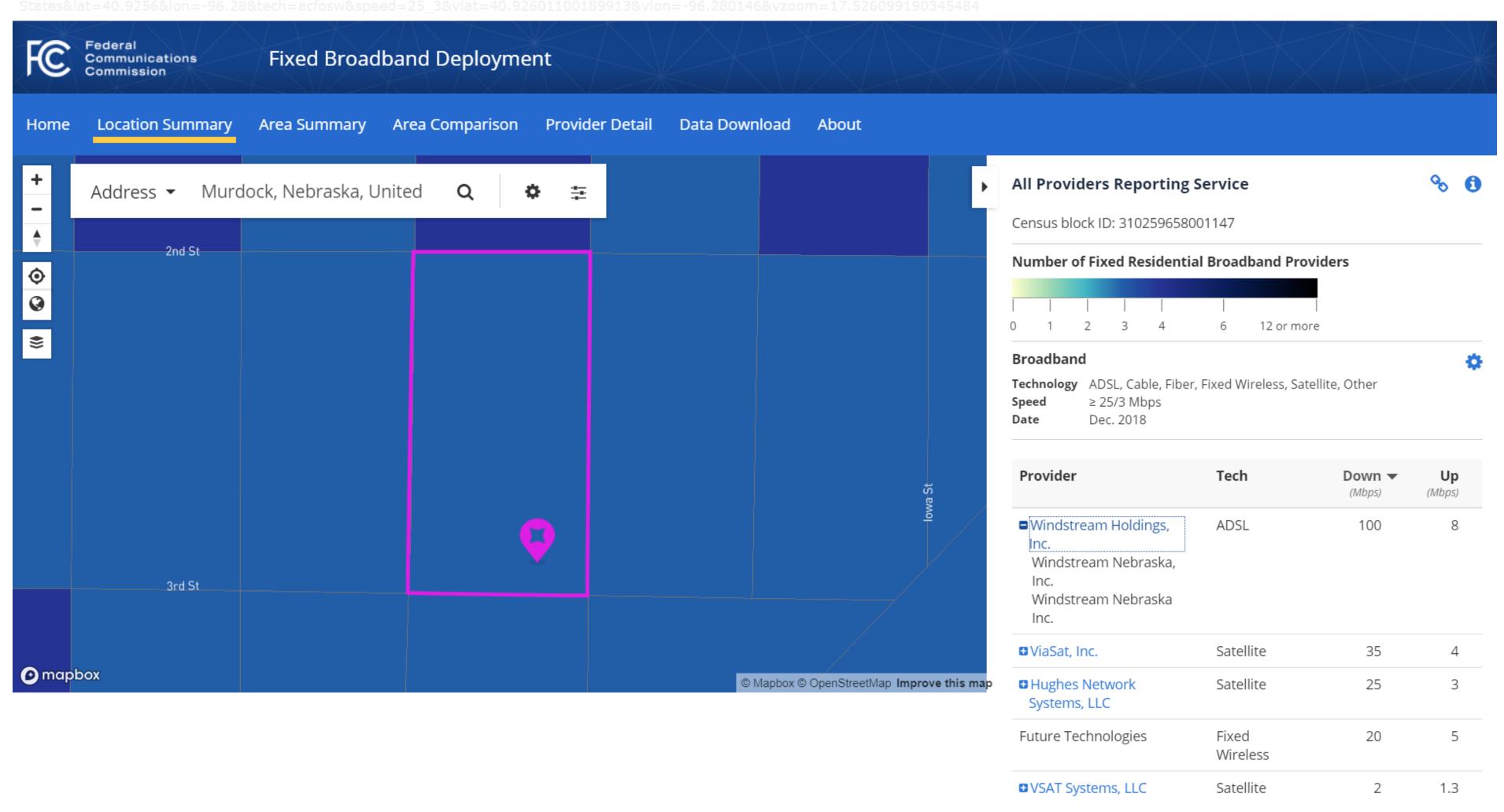
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BUREAUS & OFFICES

Terence P. Ross Michael R. Justus (admitted *pro hac vice*) Shaya Rochester Katten Muchin Rosenman LLP 575 Madison Avenue New York, NY 10022 Telephone: (212) 940-8800

Telephone: (212) 940-8800 Facsimile: (212) 940-8776

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., et al.,1) Case No. 19-22312 (RDD)
Debtors.) (Jointly Administered)
WINDSTREAM HOLDINGS, INC., et al.,)
Plaintiffs,) Adv. Pro. No. 19-08246
v.)
CHARTER COMMUNICATIONS, INC. and)
CHARTER COMMUNICATIONS OPERATING,)
LLC,	<i>)</i>
Defendants.	,)
	_)

DECLARATION OF JEFFREY H. AUMAN IN LIEU OF DIRECT TESTIMONY AT TRIAL

¹ 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 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.

19-08246-rdd Doc 343-27 Filed 05/13/21 Entered 05/13/21 18:51:01 Item No. 247 Pg 2 of 13

I, Jeffrey H. Auman declare as follows:

- 1. I am Executive Vice President of Sales and Marketing with Windstream Holdings, Inc. I submit this declaration in lieu of direct testimony at the trial of this adversary proceeding on behalf of Windstream Holdings, Inc. and its debtor affiliates and debtors in possession in the above-captioned Chapter 11 cases, and as plaintiffs in the above-captioned adversary proceeding (collectively, the "Debtors" or "Windstream").
- 2. As Executive Vice President of Sales and Marketing, I am generally familiar with Windstream's day-to-day operations, business and financial affairs, and books and records. I am also familiar with the false advertising campaign launched by Defendants Charter Communications, Inc. and Charter Communications Operating, LLC (collectively, "Charter") that is a subject of this adversary proceeding. I make this declaration as the corporate representative of Windstream at trial. Except as otherwise indicated, all facts set forth in this declaration are based upon my personal knowledge, discussion with other members of Windstream's management team, advisors and staff, and review of relevant documents, records and information regarding Windstream's operations, financial affairs, and restructuring initiatives. If called as a witness, I could and would testify competently to the facts set forth in this declaration.
- 3. The Debtors are all affiliates within the same Windstream corporate family. The Debtors operate under and/or use the Windstream name in the marketplace.
- 4. Windstream provides telecommunication services to consumers in eighteen U.S. states. Windstream competes with Charter in twelve of those eighteen states. Those twelve states are the only states in which Charter competes directly with Windstream for consumer business.
- 5. Windstream and Charter entered into an executory agreement (the "VAR Agreement") pursuant to which Charter provides "last mile" connectivity service to Windstream.

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Joint Trial Exhibit 1 is a true and correct copy of the VAR Agreement. This connectivity service is largely provided outside of the twelve states in which Windstream and Charter compete directly for consumer business.

- 6. Pursuant to the VAR Agreement, Windstream has the right to utilize Charter's business Internet access, via coax cable, to distribute Windstream's services to customers in certain designated areas. This is commonly referred to as "last mile" connectivity.
- 7. Under the VAR Agreement, and in exchange for Charter's "last mile" connectivity services, Windstream agreed to pay Charter for its services, among other things. Windstream has adequately performed all of its obligations under the VAR Agreement.
- 8. After Debtors filed their Chapter 11 petitions in the Bankruptcy Court, they provided to Charter a comprehensive list of Windstream customers receiving "last mile" connectivity through Charter pursuant to the VAR Agreement. This list was provided at the request of Charter, despite the fact that Charter already knew the identities of all such customers.
- 9. On or around March 15, 2019, Charter disconnected service under the VAR Agreement to approximately 289 Windstream customers. Prior to these disconnects, Charter failed to provide thirty-days written notice of its discontinuation of services, as required under the VAR Agreement.
- 10. Some Windstream customers disconnected by Charter on or around March 15, 2019, contacted Charter to have their services reinstated and were told by Charter that service was not being restored because of Windstream's failure to pay certain prepetition amounts allegedly owed to Charter by Windstream.
- 11. Trouble tickets were created and kept by Windstream customer service representatives in the regular course of its business at or about the time they received calls from

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Windstream customers who had been disconnected by Charter on or around March 15, 2019. Plaintiffs' Trial Exhibit 34 is a true and correct copy of an internal Windstream record of the trouble tickets relating to those disconnections.

- 12. Windstream took action to address Charter's disconnection of service to its customers, including tasking Windstream employees to investigate and attempt to rectify the disconnects. As a result of that investigation, Windstream learned that the disconnection of service by Charter to approximately 289 Windstream customers who receive "last mile" connectivity service under the VAR Agreement was an attempt by Charter to collect prepetition debt. Charter's representatives informed Windstream that the customer accounts that were disconnected were coded incorrectly by Charter and thus were improperly disconnected to collect prepetition debt.
- Restraining Order prohibiting Charter from disconnecting any further Windstream customers under the VAR Agreement, Charter disconnected service to Windstream's customers on at least four separate occasions in April and May. Prior to these disconnections, Charter failed to provide thirty-days written notice of its discontinuation, as required under the VAR Agreement. Windstream took action to address Charter's unexpected disconnection of service to its customers, including tasking Windstream employees to investigate and attempt to rectify the disconnects. Again, Windstream learned that these disconnections were due to Charter's failure to take appropriate measures to identify Windstream accounts that were not to be disconnected. Charter's representatives informed Windstream that such accounts were coded incorrectly by Charter and thus were improperly disconnected to collect prepetition debt. One of the customers disconnected was GNC, which is one of Windstream's largest and most important corporate accounts.

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Windstream management and employees spent numerous hours investigating and attempting to rectify these disconnects.

- 14. Windstream suffered harm from the service disconnections by Charter under the VAR Agreement. For example, Windstream provided at least \$5,278.85 in customer "out of service" credits in connection with certain customers who opened trouble tickets in connection with the disconnection of service by Charter. In addition, Windstream suffered a loss of customer goodwill, as well as damage to its brand.
- 15. Windstream also suffered harm from Charter's false advertising. For example, in order to mitigate the effects of Charter's false advertising, Windstream was forced to offer customer upgrades, discounts, and pricing promotions to convince customers to maintain their service with Windstream. The total approximate cost of this was \$4,033,425.
- 16. In addition, in April 2019, Windstream sent out multiple direct mail pieces and emails to its customers in an effort to correct the false impressions created by Charter's false advertising. This corrective advertising cost Windstream approximately \$862,775. Joint Trial Exhibit 11 is a true and correct copy of an invoice reflecting certain costs relating to these direct mail pieces which was received and kept by Windstream in the regular course of its business. The first page of Plaintiffs' Trial Exhibit 62 is a true and correct copy of a redacted internal Windstream record prepared and kept in the regular course of its business listing expenses incurred by Kurtzman Carson Consultants LLC in connection with services provided to Windstream. Plaintiffs' Trial Exhibit 62 lists the postage and printing costs relating to the direct mail pieces used in Windstream's corrective advertising. Plaintiffs' Trial Exhibit 64 is a true and correct copy of an internal Windstream record prepared and kept in the regular course of its business setting out Windstream's costs relating to the corrective advertising as expended over time. Notwithstanding

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their efforts to mitigate the damage caused by Charter's false advertising, Windstream suffered a loss of customer goodwill, as well as damage to its brand.

- 17. After Charter launched its false advertising campaign in late-March 2019, Windstream began to experience a significant spike in customers discontinuing service in those exchanges in which Windstream competes with Charter for consumer and small to medium-sized business customers. This continued until at least the late-Summer of 2019.
- 18. Plaintiffs' Trial Exhibit 60 is a true and correct copy of an internal Windstream record prepared and kept in the regular course of its business listing "churn" for Windstream customers in all Windstream consumer broadband exchanges and in Windstream consumer broadband exchanges in which Windstream competes with Charter.
- Windstream has the ability to track customers who switch telephone service from Windstream to Charter to the extent such customers request to "port" their telephone numbers to Charter, *i.e.*, keep the same telephone number that they had used with Windstream. At least 4,500 residential and business Windstream customers have ported their telephone numbers to Charter since Charter's false advertising campaign was launched. All of these residential Windstream customers who ported their telephone numbers from Windstream to Charter would have been sent Charter's direct-mail advertisement containing the false statements. Plaintiffs' Trial Exhibit 14 is a true and correct copy of an internal Windstream record prepared and kept in the regular course of its business listing customers who, during the period February 4, 2019 July 9, 2019, requested that their telephone numbers be "ported" to Charter.
- 20. In order to stop Charter's false advertising campaign and to stop Charter from disconnecting Windstream customers under the VAR Agreement, as well as to recover the losses and costs that Charter's wrongful conduct caused, Windstream filed an adversary proceeding in

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the Bankruptcy Court. Plaintiffs' Trial Exhibit 1 is a true and correct copy of the Complaint filed with the Bankruptcy Court initiating that adversary proceeding. Plaintiffs' Trial Exhibits 67-93, 100, 104-105 are true and correct copies of the monthly attorney fee statements and the interim attorney fee applications filed with the Bankruptcy Court which reflect the attorneys' fees and costs incurred by Windstream to date in this adversary proceeding. These are kept by Windstream in the regular course of its business. Plaintiffs' Trial Exhibits 94-95 are true and correct copies of invoices from experts retained by Windstream in connection with this adversary proceeding. These are kept by Windstream in the regular course of its business. Based on the foregoing, the total amount of fees and costs incurred by the Debtors' estates through March 31, 2020, solely in connection with this adversary proceeding is approximately \$7,740,328.20. Outside counsel and the experts continue to work on this adversary proceeding and, thus, Windstream continues to incur attorneys' fees and costs relating to this adversary proceeding. Accordingly, the total amount will be revised upward at the time of trial.

- 21. Windstream's management has spent numerous hours addressing the problems caused by Charter's false advertising. For example, Windstream's Legal Department alone has spent approximately 1,911 hours investigating and responding to Charter's false advertising and assisting with this adversary proceeding. This represents an internal cost to Windstream of approximately \$408,000.
- 22. Plaintiffs' Trial Exhibit 6 is a true and correct copy of Windstream Holdings, Inc.'s 2Q 2018 Earnings Presentation which was prepared and is kept in the regular course of its business.
- 23. Plaintiffs' Trial Exhibit 7 is a true and correct copy of Windstream Holdings, Inc.'s 2Q 2019 Earnings Presentation which was prepared and is kept in the regular course of its business.

- 24. Plaintiffs' Trial Exhibit 17 is a true and correct copy of an internal Windstream record of customer contacts relating to Charter's false advertising which was prepared and kept in the regular course of its business.
- 25. Plaintiffs' Trial Exhibit 18 is a true and correct copy of certified transcripts of calls by Windstream customers relating to Charter's false advertising recorded and kept by Windstream in the regular course of its business.
- 26. Plaintiffs' Trial Exhibit 19 is a true and correct copy of certified transcripts of calls by Windstream customers relating to Charter's false advertising recorded and kept by Windstream in the regular course of its business.
- 27. Plaintiffs' Trial Exhibit 61 is a true and correct copy of an internal Windstream record prepared and kept in the regular course of its business listing consumer revenue for the period January 2019 through August 2019.
- 28. Plaintiffs' Trial Exhibit 65 is a true and correct copy of a transcript of a voice mail message from a Windstream customer relating to Charter's false advertising recorded and kept by Windstream in the regular course of its business.
- 29. Plaintiffs' Trial Exhibit 66 is a true and correct copy of certified transcripts of calls by Windstream customers relating to Charter's false advertising recorded and kept by Windstream in the regular course of its business.
- 30. Plaintiffs' Trial Exhibit 35 is a true and correct copy of the Third Supplemental Initial Disclosures of Plaintiff Windstream Holdings, Inc. and Affiliated Debtors served in this adversary proceeding upon Charter.
- 31. Plaintiffs' Trial Exhibit 46 is a true and correct copy of certain advertising copy distributed door-to-door in Ohio by Mr. Emmitt Walker, an employee of Charter.

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- 32. The Debtors have filed with the Bankruptcy Court a joint Chapter 11 plan of reorganization (the "Plan") and corresponding disclosure statement (the "Disclosure Statement"). The Plan sets forth, among other things, the treatment of claims against the Debtors' estates. Under the Plan, holders of Obligor General Unsecured Claims will not receive a 100% recovery. Certain claims filed by Charter are Obligor General Unsecured Claims. Plaintiffs' Trial Exhibits 101 and 102 are true and correct copies of the Plan and Disclosure Agreement, filed with the Bankruptcy Court.
- 33. Plaintiffs' Trial Exhibit 3 is a true and correct copy of the Complaint filed with the U.S. District Court for the Eastern District of Missouri by the plaintiffs in the lawsuit *Charter Communications Holding Co., et al. v. DirecTV, Inc.*, No. 4:09-cv-00730, Dkt. No. 1 (E.D. Mo. May 11, 2009).
- 34. Plaintiffs' Trial Exhibit 5 is a true and correct copy of Windstream's Consumer Broadband Exchanges Summary for the period January 2016 August 2019, which was prepared and kept by Windstream in the regular course of its business.
- 35. Plaintiffs' Trial Exhibit 8 is a true and correct copy of an email(s) produced by Charter from its records during discovery in this adversary proceeding.
- 36. Plaintiffs' Trial Exhibit 9 is a true and correct copy of an email(s) produced by Charter from its records during discovery in this adversary proceeding.
- 37. Plaintiffs' Trial Exhibit 10 is a true and correct copy of an email(s) produced by Charter from its records during discovery in this adversary proceeding.
- 38. Plaintiffs' Trial Exhibit 11 is a true and correct copy of an email(s) produced by Charter from its records during discovery in this adversary proceeding.

- 39. Plaintiffs' Trial Exhibit 12 is a true and correct copy of an email(s) produced by Charter from its records during discovery in this adversary proceeding.
- 40. Plaintiffs' Trial Exhibit 15 is a true and correct copy of Windstream customer contracts bought out by Charter and was produced by Charter from its records during discovery in this adversary proceeding.
- 41. Plaintiffs' Trial Exhibit 20 is a true and correct copy of a brief filed by the plaintiffs in the lawsuit, *Charter Communications Holding Co., et al. v. DirecTV, Inc.*, No. 4:09-cv-00730, Dkt. No. 9-2 (E.D. Mo. May 11, 2009).
- 42. Plaintiffs' Trial Exhibit 25 is a true and correct copy of an email(s) produced by Charter from its records during discovery in this adversary proceeding.
- 43. Plaintiffs' Trial Exhibit 26 is a true and correct copy of an email(s) produced by Charter from its records during discovery in this adversary proceeding.
- 44. Plaintiffs' Trial Exhibit 27 is a true and correct copy of an email(s) produced by Charter from its records during discovery in this adversary proceeding.
- 45. Plaintiffs' Trial Exhibit 28 is a true and correct copy of an email(s) produced by Charter from its records during discovery in this adversary proceeding.
- 46. Plaintiffs' Trial Exhibit 29 is a true and correct copy of an email(s) produced by Charter from its records during discovery in this adversary proceeding.
- 47. Plaintiffs' Trial Exhibit 30 is a true and correct copy of an email(s) produced by Charter from its records during discovery in this adversary proceeding.
- 48. Plaintiffs' Trial Exhibit 33 is a true and correct copy of an email(s) produced by Charter from its records during discovery in this adversary proceeding.

- 49. Plaintiffs' Trial Exhibit 39 is a true and correct copy of an email(s) produced by Charter's advertising agency, RAPP, from its records, pursuant to a subpoena issued during discovery in this adversary proceeding.
- 50. Plaintiffs' Trial Exhibit 40 is a true and correct copy of an email(s) produced by Charter from its records during discovery in this adversary proceeding.
- 51. Plaintiffs' Trial Exhibit 41 is a true and correct copy of an email(s) produced by Charter from its records during discovery in this adversary proceeding.
- 52. Plaintiffs' Trial Exhibit 42 is a true and correct copy of an email(s) produced by Charter from its records during discovery in this adversary proceeding.
- 53. Plaintiffs' Trial Exhibit 43 is a true and correct copy of an email(s) produced by Charter from its records during discovery in this adversary proceeding.
- 54. Plaintiffs' Trial Exhibit 44 is a true and correct copy of an email(s) produced by Charter's advertising agency, RAPP, from its records, pursuant to a subpoena issued during discovery in this adversary proceeding.
- 55. Plaintiffs' Trial Exhibit 45 is a true and correct copy of an email(s) produced by Charter's advertising agency, RAPP, from its records, pursuant to a subpoena issued during discovery in this adversary proceeding.
- 56. Plaintiffs' Trial Exhibit 47 is a true and correct copy of an email(s) produced by Charter from its records during discovery in this adversary proceeding.
- 57. Plaintiffs' Trial Exhibit 48 is a true and correct copy of a certified transcript of a hearing held in this adversary proceeding on April 15, 2019.
- 58. Plaintiffs' Trial Exhibit 50 is a true and correct copy of an email(s) produced by Charter from its records during discovery in this adversary proceeding.

- 59. Plaintiffs' Trial Exhibit 51 is a true and correct copy of instant messages produced by Charter from its records during discovery in this adversary proceeding.
- 60. Plaintiffs' Trial Exhibit 52 is a true and correct copy of an email(s) produced by Charter from its records during discovery in this adversary proceeding.
- 61. Plaintiffs' Trial Exhibit 53 is a true and correct copy of instant messages produced by Charter from its records during discovery in this adversary proceeding.
- 62. Plaintiffs' Trial Exhibit 55 is a true and correct copy of an email(s) produced by Charter from its records during discovery in this adversary proceeding.
- 63. Plaintiffs' Trial Exhibit 58 is a true and correct copy of a document produced by Charter from its records during discovery in this adversary proceeding.
- 64. Plaintiffs' Trial Exhibit 59 is a true and correct copy of the verified Defendants' Responses and Objections to Debtors' Interrogatories to Defendants, dated September 23, 2019, and served on Debtors in this adversary proceeding.

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

Executed: April 20, 2020

Terence P. Ross Michael R. Justus (admitted *pro hac vice*) Shaya Rochester **KATTEN MUCHIN ROSENMAN LLP** 575 Madison Avenue New York, NY 10022

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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., et al., 1) Case No. 19-22312 (RDD)
Debtors.) (Jointly Administered))
WINDSTREAM HOLDINGS, INC., et al.,))
Plaintiffs,) Adv. Pro. No. 19-08246
v.)
CHARTER COMMUNICATIONS, INC. and CHARTER COMMUNICATIONS OPERATING, LLC,))
Defendants.)))

DECLARATION OF JOHN C. JAROSZ IN LIEU OF DIRECT TESTIMONY AT TRIAL

¹ 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 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.

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I, John C. Jarosz, declare as follows:

- 1. I am a Managing Principal at Analysis Group, Inc. ("Analysis Group") and Director of its Washington, DC office. Analysis Group is an economic, financial, health care, and strategy consulting firm with offices across the nation. It provides research and analysis in a variety of business, litigation, and regulatory settings, and has particular expertise in intellectual property ("IP") matters. It has been engaged in numerous lawsuits involving IP issues, including patents, trademarks, copyrights, false advertising, trade secrets, and unfair competition.
- 2. I am an economist whose specialty is IP valuation and monetary relief (including damages) assessment. Among my responsibilities at Analysis Group, I provide clients with my analysis and assessment on IP valuation and monetary relief in a variety of contexts, including litigation. I have been involved in more than 500 such engagements over almost 35 years. I have provided expert testimony at trial or in arbitration hearings on approximately 100 occasions. A true and correct copy of my current CV is attached hereto at Tab 1 and is incorporated herein by reference. It is also Plaintiffs' Trial Exhibit 103.
- 3. I was engaged by Windstream Holdings, Inc. and its debtor affiliates, and debtors-in-possession in the above-captioned Chapter 11 cases, and as plaintiffs in the above-captioned adversary proceeding. As I did in my expert report in this adversary proceeding, I will refer herein to Plaintiffs collectively as either "Windstream" or "Debtors." I was specifically engaged to provide an economic analysis of the losses incurred by Windstream as a result of the unlawful acts by Charter Communications, Inc. and Charter Communications Operating, LLC (collectively, "Charter") alleged in Windstream's Complaint in the above-captioned adversary proceeding. Economic analyses that I undertake, such as this one, typically involve the application of statistical

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methods/models to data in order to draw observations about those data and/or to determine whether empirical support exists for hypothesized economic relationships.

- 4. I am generally familiar with the factual allegations and the causes of action asserted by Windstream in this adversary proceeding. I have reviewed the Declaration Of Jeffrey H. Auman In Lieu Of Direct Testimony At Trial, as well as the exhibits identified therein.
- 5. Except as otherwise indicated, all facts and opinions set forth in this declaration are based upon my personal knowledge, my expertise in damages computation, the Expert Report of John C. Jarosz and the relied-upon documents cited therein, and my discussions with employees of Windstream. Moreover, my opinions herein are based on application of a commonly used empirical methodology that I have used in the past and which is widely accepted for use in this type of economic analysis. If called as a witness, I could and would testify competently to the facts and opinions set forth in this declaration.
- 6. As a result of my engagement by Windstream in this adversary proceeding, I have formed an opinion which I hold with a reasonable degree of certainty appropriate in the field of economics that, during the period April 2019 through August 2019, Windstream lost approximately 1,386 customers as a result of the unlawful conduct of Charter, and that this represents lost profits to Windstream in the range of approximately \$3.2 million to \$5.1 million.
- 7. I arrived at the foregoing opinion through a three-step process. First, I determined the number of customers lost by Windstream due to Charter's unlawful actions by examining whether there were any changes in Windstream's "churn rate." Second, I determined the lost revenue associated with those lost customers. Third, I applied Windstream's profit margins to the lost revenue associated with the lost customers.

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- 8. With respect to the first step, I relied on internal Windstream data relating to its customer base in marketplaces ("exchanges") in which it provides broadband services. As shown in Plaintiffs' Trial Exhibit 5, this data reports on monthly customer adds, disconnects, and customer base for "All Exchanges" and "Charter Exchanges" (exchanges in which Charter and Windstream compete) from January 2016 through August 2019. I understand that Windstream kept that data in the regular course of its business. This is the type of data that experts in my field reasonably rely upon. This data can be used to calculate the "churn rate" over time. "Churn rate" refers to the percentage of customers that discontinue services in a given time period. It is calculated as the number of disconnected customers in a given period divided by the total number of customers at the beginning of that period. Churn rate is an important metric that telecommunications companies, including Windstream, use in the regular course of business to assess their performance.
- 9. I understand that Charter's false advertising campaign was launched in late-March 2019, and was sent to Windstream customers in all exchanges in which Windstream and Charter compete (the "Charter Exchanges"). The false advertisement was not sent to Windstream customers in the exchanges in which Charter does not compete with Windstream (the "Non-Charter Exchanges"). This situation presents a natural experiment that allows for the estimation of the impact of Charter's false advertising campaign on Windstream's churn rate. Customers in Charter Exchanges were exposed to the false advertising in the second period (after the campaign), but not in the first period (before the campaign), and, therefore, serve as the "treatment group." Customers in Non-Charter Exchanges were not exposed to the false advertising in the first or second period and, therefore, serve as the "control group." Both groups, however, were exposed to systemic factors unrelated to Charter's false advertising campaign that may affect Windstream's

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churn rate. For example, Windstream's corporate strategy or truthful and accurate news surrounding Windstream's bankruptcy could affect customer churn in both the Charter Exchanges and Non-Charter Exchanges.

- 10. Given the two distinct groups described above (the treatment group and the control group), I was able to analyze the impact of Charter's false advertising campaign upon Windstream through an analysis of the differences in "churn rate" in the period before versus the period after dissemination of Charter's false advertising in two distinct groups the Charter Exchanges (the treatment group) and the Non-Charter Exchanges (the control group). The impact of Charter's false advertising campaign on Windstream's churn rate can be estimated by subtracting (i) the *change* in the churn rate in the Non-Charter Exchanges across the two periods from (ii) the *change* in the churn rate in the Charter Exchanges across the two periods. The "differencing" of the trends across time and groups controls for the effects of factors unrelated to Charter's false advertising to isolate the impact of Charter's false advertising campaign.
- analysis. In my field, we typically refer to it as a "diff-in-diff" analysis. It is a common technique used in economics to measure the impact of a change in one variable upon another variable. I have used it many times in prior assignments and have substantial experience in doing so. I ensured that a diff-in-diff was an appropriate technique for my analysis here by first conducting a parallel trend review on the period before the start of Charter's false advertising campaign. As discussed below, my parallel trend analysis showed that the data sets were appropriate for application of a diff-in-diff analysis.
- 12. The "trends" I compared here were the monthly churn rates for the Charter Exchanges versus the monthly churn rates for the Non-Charter Exchanges. I compared the trends

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by running a trend analysis on the monthly churn rates from January 2018 through March 2019 for each exchange group. I chose those dates partly because they were close in time to Charter's false advertising campaign launched in late-March 2019, in order to ensure that the marketplace dynamics were closest to those seen during the time of the campaign.

- monthly churn rate for the Charter Exchanges and one line depicting the trend in monthly churn rate for the Non-Charter Exchanges. This is shown in the demonstrative exhibit attached hereto at Tab 2. Prior to the start of Charter's false advertising campaign, the slopes of those two lines were sufficiently close that is "parallel" to one another for me to conclude that the data sets were proper for a diff-in-diff analysis. In other words, the separate exchange groups were trending quite closely to one another such that they exhibited "parallel trends," and there were no indications of other variables causing those parallel trends to deviate during the time period I reviewed. Thus, I was able to move forward with the diff-in-diff analysis described in Paragraph 10 above with a high degree of confidence that it would yield a reasonably reliable conclusion.
- 14. Given the parallel trends discussed above, if a variable, such as Charter's false advertising, was introduced into one of the exchange groups and, if it had an impact on churn rate, I would expect the trend lines for the two groups to deviate from the relationship they had before the variable was introduced. And, in fact, that is what my analysis here revealed. In this regard, my analysis is confirmed by other evidence of record, such as Plaintiffs' Trial Exhibits 18 and 65-66, as well as Joint Trial Exhibits 2 and 8.
- 15. Using Windstream's customer data, I compared the churn rates before and after Charter's false advertising for the Windstream customers in the Charter Exchanges versus the Windstream customers in the Non-Charter Exchanges. For both groups, I examined churn rate

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from April 2018 through August 2018 versus April 2019 through August 2019. Comparing the churn rates in the same months (year over year) controls for seasonality effects. I used April to August 2018 churn rates because it was closest in time (year over year) to the period of interest. Furthermore, I understand that Windstream implemented significant changes in its business and marketing strategies and that the results of those changes began to appear in Q2 2018, rendering the use of earlier periods inappropriate.

- Windstream customers in March of the same year as the baseline because Charter's false advertising campaign was initiated in late-March 2019. Because the total number of customers is affected by the number of adds and disconnects in prior months, Charter's false advertising campaign would be expected to affect Windstream's customer base after the launch of the campaign. Thus, the effects of that false advertising campaign can be expected to start in April 2019. Evidence indicated that the effects of Charter's false advertising campaign lasted into at least August 2019. Thus, August 2019 was used as an end date for the analysis. This is a conservative choice given that researchers have found that advertising mailers can affect consumer behavior for approximately one year. Customer churn from April 2019 through August 2019 is calculated as the number of disconnects in these five months divided by the total number of customers in March 2019. That is, the churn rate for the period under consideration is measured based on the number of existing customers in March 2019 (i.e., the customer base targeted by Charter's false advertising campaign).
- 17. In March 2018, there were 355,135 customers in the Charter Exchanges. From April 2018 through August 2018, 42,182 customers in the Charter Exchanges disconnected from Windstream. Thus, the churn rate in the Charter Exchanges was 11.88 percent for this period. In

March 2019, there were 360,865 customers in the Charter Exchanges. From April 2019 through August 2019, 45,396 customers in the Charter Exchanges disconnected from Windstream. Thus, the churn rate from April 2019 through August 2019 in the Charter Exchanges was 12.58 percent. Accordingly, Windstream's churn rate in the Charter Exchanges increased by 0.70 percentage points

- 18. In March 2018, there were 649,686 customers in the Non-Charter Exchanges. Between April 2018 and August 2018, 65,265 customers in the Non-Charter Exchanges disconnected from Windstream. Thus, the churn rate in the Non-Charter Exchanges was 10.05 percent in this period. In March 2019, there were 671,617 customers in the Non-Charter Exchanges. Between April 2019 and August 2019, 69,604 customers in the Non-Charter Exchanges disconnected from Windstream. Thus, the churn rate in the Non-Charter Exchanges for the period April 2019 through August 2019 was 10.36 percent. Accordingly, Windstream's churn rate in the Non-Charter Exchanges increased by 0.32 percentage points.
- 19. The calculations described above are summarized in the Table below and shown in the demonstrative exhibit attached hereto at Tab 3.

	Before	After	Change
	April – August	April – August	Over
	2018	2019	Time
Charter Exchanges	11.88 percent	12.58 percent	0.70 percent
Non-Charter Exchanges	10.05 percent	10.36 percent	0.32 percent
Difference	1.83 percent	2.22 percent	0.38 percent

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- As shown in the above Table, after Charter's false advertising campaign was 20. launched in late-March 2019, Windstream's churn rate in the Charter Exchanges increased by 0.38 percentage points more than its churn rate in the Non-Charter Exchanges. Therefore, the impact of Charter's false advertising campaign on Windstream's churn rate was 0.38 percentage points. Applying this 0.38 percent to the number of Windstream customers in the Charter Exchanges in March 2019 results in the number of lost customers that are attributable to Charter's false advertising campaign. This analysis shows that Charter's false advertising campaign caused Windstream to lose approximately 1,386 customers from April 2019 through August 2019. This is shown in the demonstrative exhibit attached hereto at Tab 4. This calculation is conservative because I only considered customers in Charter Exchanges through August 2019. However, customers in the Charter Exchanges may have been influenced by Charter's false advertising beyond August 2019. Moreover, customers in the Non-Charter Exchanges may have been influenced by Charter's false advertising campaign as a result of communications with friends and family and/or on social media, etc. In fact, researchers studying the spillover effects of a marketing campaign reported that for every 100 customers targeted by such a campaign, 28 additional customers (friends and families of the targeted customers) would be influenced in the same way by such a campaign.
- 21. Charter produced its own internal calculation of Windstream's lost customers for the purposes of this litigation. This information is found in Joint Trial Exhibits 2 and 8. According to Charter, through June 24, 2019, there were 3,721 customers who called the unique telephone number in the false advertisement mailed by Charter, and 663 of them ultimately purchased one or more services from Charter. However, the 663 customers that Charter reported likely understates the actual number of lost customers. First, it likely understates the customer loss because there are

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multiple ways in which Windstream customers can switch to Charter. The 663 customers, at best, reflect customers who switched services during the tracking period (which Charter stopped recording in late-June 2019, months earlier than it should have stopped) by calling the unique telephone number in Charter's false advertisement. Customers can also subscribe to Charter services in stores, by calling Charter's general sales number, or on Charter's website. None of these lost customers would be reflected in Charter's report of customers calling the unique telephone number in the false advertisement. In fact, customers who were influenced by Charter's false advertisement may have called the other unique telephone numbers used in Charter's May 2019 majlers instead. According to Charter's calculations, however, those customers would apparently be credited to the May 2019 mailers. In addition, Charter's analysis does not appear to include the door-to-door sales that it generated through its representatives. Furthermore, to the extent that Charter's false advertising campaign led certain Windstream customers to switch to another competitor or discontinue their subscriptions all together, those customers would not be captured in Charter's calculation. Second, this number appears to represent an undercounting of sales generated by the March 2019 mailer because the return rate (i.e., sales divided by number of mailers) reported by Charter for the March 2019 mailer is substantially lower than the return rates reported by Charter in other direct mail campaigns launched by Charter in May 2019 into the same Moreover, this disparity in return rates is at odds with research suggesting that markets. advertisements distributed by the same channel (e.g., direct mail) generally have a similar impact on customer behavior. So, this reported rate of return on the Charter false advertisement is inherently suspect as underreporting actual results.

22. In the second step of this process, I determined the lost revenue associated with the loss of these customers. To calculate Windstream's lost revenues, I first calculated the average

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revenues per customer based on Windstream's 2019 Consumer Revenues and Profits Data, which is Plaintiffs' Trial Exhibit 61. This reports monthly revenues and gross margins from January 2019 through August 2019. I understand that Windstream kept that data in the regular course of its business. This is the type of data that experts in my field reasonably rely upon. The average monthly revenues per customer was \$77.63 in March 2019.

- 23. I then estimated the expected number of months that the lost customers would have remained with Windstream in the absence of Charter's false advertising based on Windstream's churn rate in March 2019 in the Charter Exchanges. The 2.0 percent churn rate in March 2019 corresponds to an expected tenure of 50 months. Windstream's lost revenues on those lost customers then amounts to approximately \$5.4 million. This is shown in the demonstrative exhibit attached hereto at Tab 4.
- 24. In the third step of this process, I determined the profits lost by Windstream as a result of the customers lost to Charter's false advertising. I calculated Windstream's lost profits using two different measures of profit. As a first measure of profit, I used the average gross profit per customer based on Windstream's 2019 Consumer Revenues and Profits Data, which is Plaintiffs' Trial Exhibit 61. This reports monthly revenues and gross margins from January 2019 through August 2019. I understand that Windstream kept that data in the regular course of its business. This is the type of data that experts in my field reasonably rely upon. The average monthly gross profit per customer in March 2019 was \$73.35, which corresponds to a gross margin of 94.5 percent. The gross margin accounts for direct expenses associated with Windstream's provision of services to customers. I applied this gross margin to the lost revenues that I calculated above. Based on this measure of profits, Windstream's lost profits on the lost revenues amount to approximately \$5.1 million. This is shown in the demonstrative exhibit attached hereto at Tab 4.

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- 25. As a second measure of profit, I used the average contribution profit per customer based on Windstream's 2018 Q2 2019 Kinetic Segment Financial Information. This is Plaintiffs' Trial Exhibit 7. I understand that Windstream kept that data in the regular course of its business. This is the type of data that experts in my field reasonably rely upon. Contribution margin represents gross margin minus allocated company-wide operating expenses, such as Selling, General and Administrative expenses.
- 26. The contribution margin of Windstream's Kinetic Segment in Q1 2019 was 59.2 percent, which corresponds to an average monthly contribution profit per customer of \$45.96. Based on this measure of profits, Windstream's lost profits on the lost revenues amount to approximately \$3.2 million. This is shown in the demonstrative exhibit attached hereto at Tab 4. This measure of profits is likely to be too low given the small incremental volume at issue here (an estimated 1,386 lost customers). Volumes in that range are unlikely to have a measurable effect on company-wide operating costs, such as network and facilities expenses.
- 27. Based on my analysis above, it is my opinion that Charter's false advertising campaign caused Windstream to lose approximately 1,386 customers from April 2019 through August 2019. These customer losses represent lost profits in the range of \$3.2 to \$5.1 million. This is shown in the demonstrative exhibit attached hereto at Tab 4. This range should be regarded as conservative and likely underestimates Windstream's actual losses.

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

Executed: April 17, 2020

John C. Jarosz

TAB 1

JOHN C. JAROSZ Managing Principal

Phone: 202 530 3980 Fax: 202 530 0436 john.jarosz@analysisgroup.com Analysis Group, Inc. 800 17th Street, NW Suite 400 Washington, DC 20006

John Jarosz, a Managing Principal of Analysis Group, Inc., specializes in applied microeconomics and industrial organization. He has performed research, given economic testimony, and provided strategy consultation in intellectual property, licensing, and commercial damages matters, including:

- evaluation of damages in patent, copyright, trade secret, trademark, and unfair competition cases (including lost profits, reasonable royalties, price erosion, unjust enrichment, accelerated market entry, and prejudgment interest);
- evaluation of injunctive relief and commercial success in a variety of intellectual property cases;
- strategy consultation regarding the nature and value of technology, methods to share technology, and reasonable compensation terms;
- analysis of compliance with FRAND/RAND commitments; and
- general commercial damages testimony in a variety of cases and across numerous industries.

Prior to joining Analysis Group, Mr. Jarosz was a Director with Putnam, Hayes & Bartlett, Inc. Before that, he was a Senior Analyst with Richard J. Barber Associates, a Section Supervisor with Mutual of Omaha Insurance, and a Research Analyst with the Center for the Study of American Business.

EDUCATION

J.D.

University of Wisconsin

M.A. & Ph.D. candidate

Economics, Washington University, St. Louis

B.A., Summa Cum Laude

Economics and Organizational Communication, Creighton University

PROFESSIONAL ASSOCIATIONS/MEMBERSHIPS

- American Economic Association
- American Law and Economics Association
- American Bar Association (Sections: Intellectual Property, Antitrust and Litigation)
- State Bar of Wisconsin (Section: Intellectual Property)
- American Intellectual Property Law Association (Sections: Federal Litigation, Licensing, Trade Secrets and Antitrust)
- Licensing Executives Society
 - Former Chair, Valuation and Taxation Committee
 - Former Member, Certified Licensing Professional Exam Writing Team
- Former Advisory Board The IP Litigator
- Former Columnist (Damage Awards) The IP Litigator
- Omicron Delta Epsilon (International Honor Society in Economics)
- Association of University Technology Managers
- Certified Licensing Professional
- Intellectual Property Owners Association (Committee: Damages and Injunctions)
- 2011 Presidential Rank Review Board
- Referee, Journal of Forensic Economics
- The Sedona Conference (Sections: Best Practices in Patent Litigation, Patent Damages and Remedies)
- IAM Patent 1000 (2014, 2015, 2016): The World's Leading Patent Practitioners Economic Experts
- IP Law360: Voices of the Bar

TESTIMONIAL EXPERIENCE

Patent Cases - Damages

- BASF Plant Science, LP v. Commonwealth Scientific and Industrial Research Organisation; and Commonwealth Scientific and Industrial Research Organisation, Grains Research and Development, Corp., and Nuseed Pty Ltd. v. BASF Plant Science, LP and Cargill, Inc. United States District Court, Eastern District of Virginia (Case No. 17-cv-503-HCM)
 Trial and deposition testimony and expert report: reasonable royalty damages and injunctive relief covering patents directed to the production of plant-derived omega-3 oils.
- <u>Riddell, Inc.</u> v. Kranos Corporation, d/b/a Schutt Sports
 United States District Court, Northern District of Illinois (Case No. 1:16-cv-04496)

 Trial testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving patents covering football helmet technology.

Cedars-Sinai Medical Center v. Quest Diagnostics Inc. and Quest Diagnostics Nichols Institute
 United States District Court, Central District of California, Western Division (Case No. 17-cv-5169 GW-FFM)

Deposition testimony and expert report: damages associated with alleged misappropriation of trade secrets, breach of contract, and patent infringement involving diagnostic testing for irritable bowel syndrome (IBS).

 Roche Diagnostics Corporation v. Meso Scale Diagnostics, LLC and Meso Scale Diagnostics, LLC v. Roche Diagnostics Corporation and BioVeris Corporation

United States District Court, District of Delaware (Case No. 17-189 (LPS)(CJB))

Trial and deposition testimony and expert report: reasonable royalty damages related to alleged patent infringement involving electrochemiluminescent detection technology used in immunoassay kits.

 Kranos IP Corporation, Kranos IP II Corporation, and Kranos Corporation d/b/a Schutt Sports v. Riddell, Inc.

United States District Court, Northern District of Illinois (Case No. 1:17-cv-06802)
Deposition testimony and expert report: reasonable royalty damages and prejudgment interest involving patents covering football helmet technology.

Nichia Corporation v. Vizio, Inc.

United States District Court, Central District of California (Case No. 8:16-cv-00545)
Deposition testimony and expert report: reasonable royalty damages and commercial success involving patents directed to light emitting diodes (LEDs).

Syngenta Crop Protection, LLC v. Willowood, LLC, Willowood USA, LLC, Willowood Azoxystrobin, LLC, and Willowood Limited

US District Court, Middle District of North Carolina (Case No. 1:15-cv-274)
Trial and deposition testimony and expert report: damages and prejudgment interest related to alleged patent and copyright infringement involving crop fungicide.

• Integra Lifesciences Corporation, Integra Lifesciences Sales, LLC, Confluent Surgical, Inc., and Incept, LLC v. Hyperbranch Medical Technology, Inc.

United States District Court, District of Delaware (Case No. 15-cv-00819)

Trial and deposition testimony and expert reports: lost profits, price erosion, reasonable royalty, prejudgment interest, preliminary relief, and commercial success involving patents directed to cranial and spinal dural repair sealants.

- Blue Spike, LLC v. <u>Toshiba America, Inc.</u>, and <u>Toshiba Corporation</u> US District Court, Eastern District of Texas (Tyler Division) (Case No. 6:16-CV-430-RWS-JDL) Damages hearing and early expert report: damages related to alleged patent infringement involving address space layout randomization ("ASLR") technology.
- Audio MPEG, Inc., U.S. Philips Corporation, TDF SAS, and Institut Für Rundfunktechnik GmbH v. Dell, Inc.

United States District Court, Eastern District of Virginia, Norfolk Division (Case No. 1:15-CV-1674 A.JT/TCB)

Deposition testimony and expert report: analysis of patent pool compliance with FRAND commitments and determination of FRAND-compliant royalties involving patents directed to the transmission and storage of digital audio files.

Koninklijke Philips Electronics N.V. and Philips Electronics North America Corporation
 ZOLL Medical Corporation

United States District Court, District of Massachusetts (Case No. 1:10-cv-11041)

Trial and deposition testimony and expert report: lost profits, reasonable royalty damages, and prejudgment interest related to alleged patent infringement involving external defibrillators.

- Erfindergemeinschaft UroPep GbR v. Eli Lilly and Company and Brookshire Brothers, Inc. US District Court, Eastern District of Texas, Marshall Division (Case No. 2:15-cv-1202-WCB)

 Trial and deposition testimony and expert report: reasonable royalty damages related to alleged patent infringement directed to phosphodiesterase (PDE) V inhibitor(s) indicated for the treatment of benign prostatic hyperplasia.
- Koninklijke Philips Electronics N.V. and Philips Electronics North America Corporation v. ZOLL Lifecor Corporation

United States District Court, Western District of Pennsylvania (Case No. 2:2012-cv-01369)
Deposition testimony and expert report: damages related to alleged patent infringement involving wearable defibrillators.

Luminara Worldwide, LLC v. Shenzhen Liown Electronics Co., Ltd, Central Garden and Pet Co., et al.; Shenzhen Liown Electronics Co., Ltd, Central Garden and Pet Co. v. Luminara Worldwide, LLC, et al.; and Luminara Worldwide, LLC v. Shenzhen Liown Electronics Co., Ltd and Central Garden and Pet Co., et al.

United States District Court, District of Minnesota (Case Nos. 14-cv-03103 (SRN/FLN) and 15-cv-03028 (SRN/FLN))

Deposition testimony and expert reports: damages associated with alleged patent infringement and breach of contract, and unjust enrichment associated with breach of non-disclosure agreement and use of trade secrets, related to flameless candle technology and distribution.

MobileMedia Ideas LLC v. Apple, Inc.

United States District Court, District of Delaware (Case No. 10-258-SLR)

Trial and deposition testimony and expert report: reasonable royalty involving patents directed to incoming call, playlist, and location detection features used in smartphones, tablets, and portable media players.

- MAZ Encryption Technologies LLC v. <u>Blackberry Corporation</u>
 United States District Court, District of Delaware (Case No. 1:13-cv-00304-LPS)
 Deposition testimony and expert report: reasonable royalty involving a patent directed to encryption/decryption methods used in smartphone and tablet operating systems.
- BroadSoft, Inc. v. Callwave Communications, LLC United States District Court, District of Delaware (Case No. 13-cv-0711-RGA)
 Deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents directed to telecommunications call processing.
- Advanced Video Technologies, LLC v. <u>Blackberry, LTD. and Blackberry Corporation</u>
 United States District Court, Southern District of New York (Case No. 1:11-cv-06604-CM-RLE)
 Deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to video compression and decompression.
- Drone Technologies, Inc. v. Parrot S.A. and Parrot, Inc.

 United States District Court, Western District of Pennsylvania (Case No. 2:14-cv-0111)

 Trial and deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to drone technology.
- Bayer CropScience AG and Bayer CropScience NV v. Dow AgroSciences LLC, Mycogen Plant Science Inc., Agrigenetics, Inc. d/b/a Mycogen Seeds LLC, and Phytogen Seed Company, LLC International Chamber of Commerce (Case No. 18892/VRO /AGF)
 Arbitration hearing testimony and expert report: damages associated with alleged breach of contract and patent infringement involving genetically modified seed.

<u>CertusView Technologies, LLC</u> v. S &N Locating Services LLC and S & N Communications, Inc.

United States District Court, Eastern District of Virginia, Norfolk Division (Case No. 2:13 –cv-346 (MSD/LRL))

Deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents directed to creation of electronic sketches for utility location purposes.

• Ecolab USA Inc. and Kleancheck Systems, LLC v. Diversey, Inc.

United States District Court for the District of Minnesota (Civil Action No. 12-cv-1984 (SRN/JJG)) Deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving products covering the monitoring of hospital cleaning.

Everlight Electronics Co. Ltd., and Emcore Corporation v. <u>Nichia Corporation and Nichia America Corporation v. Everlight Americas</u>, <u>Inc.</u>

United States District Court, Eastern District of Michigan, Southern Division (Case No.4:12-cv-11758 GAD-MKM)

Trial and deposition testimony, expert report and declaration: commercial success, lost profits, reasonable royalty, and prejudgment interest involving patents directed to LEDs.

Source Search Technologies, LLC v. Kayak.com, Inc.

United States District Court, District of New Jersey (Case No. 2:11-cv-03388-FSH-MAH)

Deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to online exchanges.

Universal Electronics, Inc. v. Universal Remote Control, Inc.

United States District Court, Central District of California, Southern Division (Case No.SACV12-329AG (JPRx))

Trial and deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents directed to universal remotes.

Prowess, Inc. v. RaySearch Laboratories AB, et al.

United States District Court, District of Maryland (Case No. 11 CV 1357 (WDQ))
Deposition testimony and expert report: lost profits, reasonable royalty and prejudgment interest involving patents directed to treatment planning software for radiation therapy.

• JDS Therapeutics, LLC and Nutrition 21, LLC v. <u>Pfizer Inc.</u>, <u>Wyeth LLC</u>, <u>Wyeth Consumer Healthcare LtC</u>, and Wyeth Consumer Healthcare LLC

United States District Court, Southern District of New York (Case No.1:12-cv-09002-JSR)
Deposition testimony and expert report: commercial success, reasonable royalty, and unjust enrichment involving patents and trade secrets directed to the use of chromium picolinate in multivitamins.

comScore, Inc. v. Moat, Inc.

United States District Court, Eastern District of Virginia, Norfolk Division (Case No. 2:12CV695-HCM/DEM, Lead Case 2:12CV351-HCM/DEM)

Deposition testimony and expert report: lost profits, reasonable royalty and prejudgment interest involving patents directed to online analytics.

Impulse Technology Ltd. v. Microsoft Corporation, Electronic Arts, Inc., Ubisoft Holdings, Inc., and Konami Digital Entertainment Inc.

United States District Court, District of Delaware (Case No. 11-586-RGA-CJB)

Deposition testimony and expert report: reasonable royalty involving patents directed to video game motion detection functionalities.

- LendingTree, LLC v. Zillow, Inc., NexTag, Inc., and Adchemy, Inc.
 - United States District Court, Western District of North Carolina, Charlotte Division (Case No. 3-:10-cv-439-FDW-DCK)
 - Trial and deposition testimony and expert report: lost profits, reasonable royalty and prejudgment interest involving patents directed to internet loan matching systems.
- Network Protection Sciences, LLC v. Fortinet, Inc.

United States District Court, Northern District of California (Case No. 3:12-cv-01106-WHA)

Deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents directed to network security systems.

- Shurtape Technologies, LLC and Shurtech Brands, LLC v. <u>3M Company</u>
 United States District Court, Western District of North Carolina (Case No.5:11-cv-00017)
 Deposition testimony and expert report: lost profits, reasonable royalty and prejudgment interest involving patents directed to painter's tape.
- Abbott Biotechnology Ltd. and AbbVie, Inc. v. Centocor Ortho Biothech, Inc. United States District Court, District of Massachusetts (Case No. 09-40089-FDS)

 Deposition testimony and expert report: lost profits, reasonable royalty and prejudgment interest involving patents directed to the treatment of rheumatoid arthritis.
- Wi-LAN Inc. v. Alcatel-Lucent USA Inc.; Telefonaktiebolaget LM Ericsson; Ericsson Inc.; Sony Mobile Communications AB; Sony Mobile Communications (USA) Inc.; HTC Corporation; HTC America, Inc.; Exedea Inc.; LG Electronics, Inc.; LG Electronics Mobilecomm U.S.A., Inc.; and LG Electronics U.S.A., Inc.

 United States District Court, Eastern District of Texas (Case No. 6:10-CV-521-LED)

 Trial and deposition testimony, affidavit, and expert report: reasonable royalty and prejudgment interest involving patents directed to wireless telecommunication systems.
- Epos Technologies Ltd.; Dane-Elec S.A.; Dane-Elec Memory S.A.; and Dane-Elec Corporation USA v. Pegasus Technologies Ltd. and Luidia, Inc.

 United States District Court, District of Columbia (Case No. 07-cv-00416-WMN)

 Deposition testimony and expert report: lost profits, reasonable royalty and prejudgment interest involving patents directed to digital pen products.
- Life Technologies Corporation; Applied Biosystems, LLC; Institute for Protein Research; Alexander Chetverin; Helena Chetverina; and William Hone v. Illumina, Inc. and Solexa, Inc. United States District Court, Southern District of California (Case No. 3:11-cv-00703)

 Deposition testimony and expert report: lost profits, reasonable royalty and prejudgment interest involving patents directed to DNA amplification and sequencing technology.
- TomTom, Inc. v. Michael Adolph

United States District Court, Eastern District of Virginia (Case No. 1:12-cv-528)

Deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents directed to automotive navigation systems.

- Carl B. Collins and Farzin Davanloo v. Nissan North America, Inc. and Nissan Motor Co., Ltd. United States District Court, Eastern District of Texas, Marshall Division (Case No.2:11-cv-00428-IRG)
 - Deposition testimony and expert report: reasonable royalty and prejudgment interest in volving patents directed to automotive engines.
- I.E.E. International Electronics & Engineering, S.A. and IEE Sensing, Inc. v. <u>TK Holdings, Inc.</u> *United States District Court, Eastern District of Michigan (Case No. 2:10-cv-13487)*Deposition testimony and expert report: lost profits, reasonable royalty and prejudgment interest in Volving patents directed to capacitive sensing used in automotive seats.

• St. Clair Intellectual Property Consultants, Inc. v. <u>Acer, Inc., et al.</u>; <u>Microsoft Corporation</u> v. St. Clair Intellectual Property Consultants, Inc.

United States District Court, District of Delaware (Case No. 09-354-JJF, 09-704-JJF and 10-282-LPS)

Trial and deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents directed to power management, bus configuration and card slot technology in laptops and desktops.

• <u>CardioFocus, Inc.</u> v. Xintec Corporation (d/b/a Convergent Laser Technologies); Trimedyne, Inc.; and Cardiogenesis Corporation

United States District Court, District of Massachusetts (Case No. 1:08-cv-10285 NMG)
Deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to laser devices used for the treatment of advanced coronary artery disease.

Avocent Redmond Corp. v. Raritan Americas, Inc.

United States District Court, Southern District of New York (Case No. 10-cv-6100 (PKC)(JLC)) Deposition testimony and expert report: lost profits, lost royalties, reasonable royalty and prejudgment interest involving a patent and contract directed to software and hardware products and technologies that provide connectivity and centralized management of IT infrastructure through KVM switches.

• Frontline Placement Technologies, Inc. v. CRS, Inc.

United States District Court, Eastern District of Pennsylvania (Case No. 2:07-CV-2457)
Deposition testimony and expert report: lost profits, lost royalties, reasonable royalty and prejudgment interest involving a patent and contract directed to automated substitute fulfillment software.

Novozymes A/S and Novozymes North America, Inc. v. <u>Danisco A/S</u>; <u>Genecor International</u> Wisconsin, Inc.; Danisco US Inc.; and Danisco <u>USA Inc.</u>

United States District Court, Western District of Wisconsin (Case No. 10-CV-251)
Trial and deposition testimony and expert report and expert declaration: lost profits, reasonable royalty, prejudgment interest and irreparable harm involving a patent directed to alpha-amylases used for fuel ethanol.

Triangle Software, LLC v. <u>Garmin International, Inc.</u>; <u>Garmin USA, Inc.</u>; <u>TomTom, Inc.</u>; and <u>Volkswagen Group of America, Inc.</u>

United States District Court, Eastern District of Virginia, Alexandria Division (Case No. 1:10-CV-01457-CMH-TCB)

Deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to providing personal navigation devise functionality.

• Northeastern University and JARG Corporation v. Google, Inc.

United States District Court, Eastern District of Texas, Marshall Division (Case No. 2:07-cv-486(CE))

Deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to internet index and search technology.

Bissell Homecare, Inc. v. Dyson, Inc.

United States District Court, Western District of Michigan (Case No. 1:08-cv-724)
Deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents directed to vacuum cleaner collection and discharge.

- Toshiba Corporation v. Imation Corp.; Moser Baer India Ltd; Glyphics Media, Inc.; Ritek Corp.; Advanced Media, Inc.; CMC Magnetics Corp.; Hotan Corp.; and Khypermedia Corp. United States District Court, Western District of Wisconsin (Case No. 3:09-cv-00305-slc)

 Deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents directed to DVDs.
- Affinity Labs of Texas, LLC. v. <u>BMW North America</u>, LLC, et al. United States District Court, Eastern District of Texas, Lufkin Division (Case No. 9:08-CV-00164-RC)
 Trial and deposition testimony and expert report: reasonable royalty and prejudgment interest

involving patents directed to connecting a portable audio player to an automobile sound system.

- Regents of the University of Minnesota v. <u>AGA Medical Corp.</u> United States District Court, District of Minnesota (Case No. 0:07-cv-04732 (PJS/RLE)) Deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents directed to septal occlusion devices.
- Ethicon Endo-Surgery, Inc. v. Hologic Inc. and Suros Surgical Systems, Inc.

 United States District Court, Southern District of Ohio, Western Division (Case No. 07-cv-00834)

 Trial and deposition testimony and expert report: lost profits and reasonable royalty involving patents directed to biopsy equipment and methods, and the biopsy of soft tissue.
- Humanscale Corp. v. CompX International, Inc. and CompX Waterloo
 United States District Court, Eastern District of Virginia, Richmond Division (Case No. 3:09-CV-86 JRS)
 Trial and deposition testimony and expert report: reasonable royalty and prejudgment interest
 involving patents directed to keyboard support mechanisms.
- Carl Zeiss Vision GMBH and Carl Zeiss Vision International GMBH v. Signet Armorlite, Inc. United States District Court, Southern District of California (Case No. 09-CV-0657-DMS (POR))

 Trial testimony and deposition testimony and expert report: lost profits, reasonable royalty, and lost licensing fees involving a patent directed to progressive eyeglass lenses.
- ShopNTown LLC v. Landmark Media Enterprises, LLC

 United States District Court, Eastern District of Virginia, Norfolk Division (Case No. 2:08CV564)

 Deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to rental matching systems over the internet.
- Cerner Corp. v. <u>Visicu, Inc.</u>
 United States District Court, Western District of Missouri, Western Division (Case No. 04-1033-CV-W-GAF)
 Trial and deposition testimony and expert report: lost profits and reasonable royalty involving patents directed to electronic ICU monitoring systems.
- Sanofi-Aventis Canada Inc.; Schering Corp.; and Sanofi-Aventis Deutschland GmbH v. Apotex/Novopharm Limited

 Federal Court of Canada (Case No. T-1161-07/T-161-07)

 Trial testimony and expert report: lost profits and reasonable royalty involving a patent directed to hypertension treatment.
- C2 Communications Technologies, Inc. v. Qwest Communications Corps Global Crossing Telecommunications, Inc.; and Level 3 Communications, LLC United States District Court, Eastern District of Texas, Marshall Division (Case No. 2-06CV-241 TJW)
 Trial and deposition testimony and expert report: reasonable royalty and prejudgment interest

involving a patent directed to carrying PSTN calls via Voice over Internet Protocol-

Siemens AG v. Seagate Technology

United States District Court, Central District of California, Southern Division (Case No. SA CV 06-788 JVS (ANx))

Trial and deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to hard disk drive technology.

• Siemens Medical Solutions USA, Inc. v. Saint-Gobain Ceramics & Plastics, Inc.

United States District Court, District of Delaware (Case No. 07-190-SLR)
Trial and deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving patents directed to medical scanner technology.

• Aventis Pharma, S.A. v. Baxter Healthcare Corp.

Arbitration

Arbitration hearing and deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to hemophilia treatment.

Every Penny Counts, Inc. v. Bank of America Corp. and Bank of America, N.A.

United States District Court, Middle District of Florida, Fort Myers Division (Case No.2:07-CV-42-FTM-29SPC)

Deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to the Keep the Change debit card program.

• DEKALB Genetics Corp. v. <u>Syngenta Seeds, Inc.</u>; <u>Golden Harvest Seeds, Inc.</u>; <u>Sommer Bros.</u> Seed Co.; JR Robinson Seeds, Inc.; and Garst Seed Co.

United States District Court, Eastern District of Missouri (Case No.4:06CV01191MLM)
Deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to genetically modified corn.

International Flora Technologies, Ltd. v. Clarins U.S.A.

United States District Court, District of Arizona (Case No.2:06-CV-01371-ROS)

Deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents directed to skin care products.

• Howmedica Osteonics Corp. v. Zimmer, Inc.; <u>Centerpulse Orthoedics</u>, Inc. (formerly known as Sulzer Orthopedics, Inc.); and <u>Smith & Nephew</u>, Inc.

United States District Court, District of New Jersey (Case No.05-0897 (WHW))
Deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving a patent directed to hip implant technology.

Elan Pharma International, Ltd. v. Abraxis Bioscience, Inc.

United States District Court, District of Delaware (Case No.06-438-GMS)
Trial and deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents directed to nanotechnology drug delivery.

• Mobile Micromedia Solutions LLC v. Nissan North America, Inc.

United States District Court, Eastern District of Texas, Texarkana Division (Case No.505-CV-230) Deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to automotive entertainment systems.

• Nichia Corp. v. Seoul Semiconductor, Ltd. and Seoul Semiconductor, Inc.

United States District Court, Northern District of California (Case No. 3:06-CV-00162-MMC (JCS))
Trial and deposition testimony and expert report: reasonable royalty, unjust enrichment, and prejudgment interest involving patents directed to light emitting diodes.

• NetRatings, Inc. v. WebSideStory, Inc.

United States District Court, Southern District of New York (Case No. 06-CV-878(LTS)(AJP))
Deposition testimony and expert report: reasonable royalty involving technology directed to internet audience measurement and analysis.

Ernest K. Manders, M.D. v. McGhan Medical Corp.

United States District Court, Western District of Pennsylvania (Case No. 02-CV-1341)
Deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to implantable tissue expanders.

Source Search Technologies, LLC v. LendingTree, Inc.; IAC/InterActiveCorp; and ServiceMagic, Inc.

United States District Court, District of New Jersey (Case No. 2:04-CV-4420)
Deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to online exchanges.

The Boeing Co. v. <u>The United States</u>

United States Court of Federal Claims (Case No. 00-705 C)

Trial and deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to a process for aging aluminum lithium alloys used for space shuttle external tanks.

• Bridgestone Sports Co., Ltd. and Bridgestone Golf, Inc. v. Acushnet Co.

United States District Court, District of Delaware (Case No. 05-132-(JJF))

Deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents directed to cores, intermediate layers and covers of golf balls.

Dyson Technology Ltd. and Dyson, Inc. v. Maytag Corp.

United States District Court, District of Delaware (Case No. 05-434-GMS)

Trial and deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents directed to upright cyclonic vacuum cleaners.

Verizon Services Corp. and Verizon Laboratories, Inc. v. <u>Vonage Holdings Corp. and Vonage</u> America, Inc.

United States District Court, Eastern District of Virginia (Case No. 1:06CV682)

Trial and deposition testimony and expert report: permanent injunction, lost profits, and reasonable royalty involving patents directed to a voice over internet protocol ("VoIP") platforms.

Hitachi, LTD v. BorgWarner, Inc.

United States District Court, District of Delaware (Case No. 05-048-SLR)

Deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to automotive cam shaft technology.

• Innogenetics N.V. v. Abbott Laboratories

United States District Court, Western District of Wisconsin (Case No. 05-C-0575-C)
Trial and deposition testimony and expert report: reasonable royalty involving a patent directed to HCV genotyping.

• O2 Micro International v. Monolithic Power Systems, Inc.

United States District Court, Northern District of California (Case No. 04-02000 CW; 06-02929 CW) Deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents directed to AC to DC power converter circuits used for backlights.

• Solvay Solexis, Inc. v. 3M Co.; 3M Innovative Properties Co.; and Dyneon LLC United States District Court, District of New Jersey (Case No. 04-06162 (FSH/PS))

Deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to low temperature fluoroelastomers.

• Target Technology Co., LLC v. Williams Advanced Materials, Inc., et al.

United States District Court, Central District of California (Case No. SACV04-1083 DOC (MLGx)) Deposition testimony and expert report: reasonable royalty and design-around alternatives involving a patent directed to silver alloy sputtering targets for DVDs.

Metrologic Instruments, Inc. v. Symbol Technologies, Inc.

United States District Court, District of New Jersey (Case No. 03cv2912 (HAA))

Deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents directed to bar code scanners.

• Eaton Corp. v. ZF Meritor, LLC

United States District Court, Eastern District of Michigan (Case No. 03-74844)

Deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents directed to truck clutches and transmissions.

Meritor Transmission Corp. v. Eaton Corp.

United States District Court, Western District of North Carolina (Case No. 1:04-CV-178)
Deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to truck transmissions.

Monsanto Co. v. Svngenta Seeds, Inc.

United States District Court, District of Delaware (Case No. 04-305-SLR)

Deposition testimony and expert report: reasonable royalty involving patents directed to genetically modified corn seed.

Indiana Mills & Manufacturing, Inc. v. Dorel Industries, Inc.

United States District Court, Southern District of Indiana (Case No. 1:04-CV-1102)

Deposition testimony and expert report: damages and profits associated with alleged contract breach and patent infringement involving technology directed to automobile child restraint systems.

Paice LLC v. <u>Tovota Motor Corp.</u>

United States District Court, Eastern District of Texas, Marshall Division (Case No. 2-04CV-211) (DF)

Deposition testimony and expert report: reasonable royalty involving patents directed to hybridelectric powertrain systems.

GTECH Corp. v. Scientific Games International

United States District Court, District of Delaware (Case No. 04-0138)

Deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving patents directed to a system and method for distributing lottery tickets.

WEDECO UV Technologies, Inc. v. Calgon Carbon Corp.

United States District Court, District of New Jersey (Case No. 01-924)

patent directed to audio playback for portable electronic devices.

Deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving patents directed to treatment of potable water with UV light.

• Khyber Technologies Corp. v. <u>Casio, Inc; Everex Systems, Inc.; Hewlett-Packard Co.; and Hewlett-Packard Singapore PTE. LTD.</u>

United States District Court, District of Massachusetts (Case No. 99-CV-12468-GAO)
Deposition testimony and expert report: reasonable royalty and prejudgment interest involving a

Air Liquide America, L.P. v. P.H. Glatfelter Co.

United States District Court, Middle District of Pennsylvania (Case No. 1:CV-04-0646)

Deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents directed to the use of ozone bleaching of pulp.

• Gary J. Colassi v. Cybex International, Inc.

United States District Court, District of Massachusetts (Case No. 02-668-JEL/JGL)
Trial and deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to treadmill support decks.

- Medinol Ltd. v. Guidant Corp. and Advanced Cardiovascular Systems, Inc.

 United States District Court, Southern District of New York (Case No. 03 C iv. 2604 (SAS))

 Deposition testimony and expert report: reasonable royalty analysis and prejudgment interest involving patents directed to connectors for coronary and peripheral stents.
- Donner, Inc. v. <u>American Honda Motor Co.; McDavid Plano-Acura, L.P.; and The Beaumont Co.</u>

United States District Court, Eastern District of Texas, Texarkana Division (Case No.F:03-CV-253) Deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to automobile entertainment systems.

Nonin Medical, Inc. v. BCI, Inc.

United States District Court, Fourth Division of Minnesota (Case No.02-668-JEL/JGL)
Deposition testimony and expert report: reasonable royalty, lost profits, and prejudgment interest involving patents directed to finger clip pulse oximeters.

- Stryker Trauma S.A. and Howmedica Osteonics Corp. v. Synthes (USA)

 United States District Court, District of New Jersey (Case No.01-CV 3879 (DMC))

 Deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving a patent directed to snap-fit external fixation systems.
- Michael Foods, Inc. and North Carolina State University v. Rose Acre Farms, Inc.
 United States District Court, Eastern District of North Carolina Western Division (Case No.5:02-CV-477-H(3))

Deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving patents directed to extended shelf life eggs.

Waters Technologies Corp.; Waters Investments, Ltd.; Micromass UK Ltd.; and Micromass, Inc. v. Applera Corp.

United States District Court, District of Delaware (Case No.02-1285-GMS)

Deposition testimony and expert report: lost profits, price erosion, reasonable royalty, and prejudgment interest involving a patent directed to mass spectrometer ionization sources.

- Medtronic Sofamor Danek, Inc. v. Gary K. Michelson, M.D. and Karlin Technology, Inc. United States District Court, Western District of Tennessee (Case No. 01-2373 GV)
 Trial and deposition testimony and expert report: damages and profits associated with alleged contractual breaches, tortious interference and intentional negligent representations involving spinal implants.
- Matsushita Electric Industrial Co. Ltd. v. <u>Cinram International, Inc.</u>

 United States District Court, District of Delaware (Case No.01-882-SLR)

 Deposition testimony and expert report: reasonable royalty and prejudgment interest covering patents directed to aspects of bonding substrates together to form optical discs, such as DVDs.
- Boehringer Ingelheim Vetmedica, Inc. v. Schering-Plough Corp. and Schering Corp.

 United States District Court, District of New Jersey (Case No. 96-CV-04047)

 Trial and deposition testimony and expert report: lost profits, reasonable royalty, price erosion, and prejudgment interest involving a patent directed to porcine vaccine (PRRS) products.

Arris International and Randall A. Holliday v. John Mezzalingua and Associates, Inc. d/b/a PPC

United States District Court, District of Colorado (Case No. 01-WM-2061)
Deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents directed to coaxial cable connectors.

• Promega Corp. v. <u>Applera Corp.</u>; and <u>Lifecodes Corp.</u>, and its <u>Subsidiaries Cellmark</u> Diagnostics, Inc.; and Genomics International Corp.

United States District Court, Western District of Wisconsin (Case No. 01-C-0244-C)
Deposition testimony and expert report: lost profit rate, reasonable royalty, and prejudgment interest involving a patent directed to DNA sequencing technology.

• Alcon Laboratories, Inc. and Alcon Manufacturing, Ltd. v. Pharmacia Corp.; Pharmacia & Upjohn Co.; and The Trustees of Columbia University in the City of New York United States District Court, Southern District of New York (Case No. 01-Civ.2989 (WHP)) Deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving a patent directed to compositions for treatment of glaucoma.

Pharmacia Corp.; Pharmacia AB; Pharmacia Enterprises S.A.; and Pharmacia & Upjohn Co. v. Alcon Laboratories, Inc.

United States District Court, Southern District of New York (Case No. 01-070-SLR)

Deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving a patent directed to compositions for treatment of glaucoma.

• Takata Corp. v. AlliedSignal, Inc. and Breed Technologies, Inc.

United States District Court, District of Delaware (Case No. 98-94-MMS)
Deposition testimony and expert report: reasonable royalty and prejudgment interest covering patents and trade secrets directed to seatbelt retractors.

Chiron Corp. v. Genentech, Inc.

United States District Court, Eastern District of California (Case No. S-00-1252 WBS GGH)

Deposition testimony and expert report: reasonable royalty and prejudgment interest covering a patent directed to the active ingredient in an anti–cancer drug.

Greene, Tweed of Delaware, Inc. v. DuPont Dow Elastomers, LLC

United States District Court, Eastern District of Pennsylvania (Case No. 00-CV-3058)

Trial and deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving a patent covering perfluorelastomeric seals used in semiconductor fabrication applications.

Streck Laboratories v. Beckman Coulter, Inc.

United States District Court, District of Nebraska (Case No. 8:99CV473)

Deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents covering hematology testing equipment.

Adobe Systems Inc. v. Macromedia, Inc.

United States District Court, District of Delaware (Case No. 00-743-JJF)
Trial and deposition testimony and expert report: reasonable royalty involving patents covering computer video and audio software.

• Dictaphone Corp. v. Nice Systems, Ltd.

United States District Court, District of Connecticut (Case No. 3:00-CV-1143)
Deposition testimony and expert report: lost profits, price/margin erosion, reasonable royalty, and prejudgment interest involving patents covering digital logger systems.

• Metrologic Instruments, Inc. v. PSC, Inc.

United States District Court, District of New Jersey (Case No. 99-CV-04876)

Deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents covering bar code scanning equipment.

Genzyme Corp. v. Atrium Medical Corp.

United States District Court, District of Delaware (Case No.00-958-RRM)

Trial testimony and expert report: lost profits and price/margin erosion involving patents covering chest drainage systems.

Norian Corp. v. Stryker Corp.

United States District Court, Northern District of California (Case No. C-01-0016 (WHA)) Trial and deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent covering bone cement.

John Mezzalingua Associates, Inc., d/b/a PPC v. Antec Corp.

United States District Court, Middle District of Florida (Case No. 3:01-CV-482-J-25 HTS)
Deposition testimony and expert report: disgorgement of profits involving a design patent covering a coaxial cable connection.

<u>Rockwell Automation Technologies, LLC</u> v. Spectra-Physics Lasers, Inc. and Opto Power Corp.
 United States District Court, District of Delaware (Case No. 00-589-GMS)
 Deposition testimony and expert report: reasonable royalty involving a patent covering a process for producing semiconductor epitaxial films.

• Tanashin Denk Co., Ltd. v. Thomson Consumer Electronics, Inc.

United States District Court, Southern Division of Indiana (Case No. IP 99-836-C Y/G)
Trial and deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving patents covering cassette tape drives.

Medtronic Sofamor Danek, Inc. et al. v. Osteotech

United States District Court, Western Division of Tennessee (Case No.99-2656-GV)

Deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving patents covering the instruments and method of inserting a spinal inter-body fusion device.

• Heimann Systems GmbH v. American Science and Engineering, Inc.

United States District Court, District of Connecticut (Case No. 00 CV 10276 (WGY))
Deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to mobile X-ray examining apparatus.

• Omega Engineering, Inc. v. Cole-Parmer Instrument Co.; Davis Instrument Manufacturing Co., Inc.; Dwyer Instruments, Inc.; and Raytek Corp.

United States District Court, District of Connecticut (Case Nos.3:98 CV 00733 (JCH), 3:98 CV 02052 (JCH) and 3:98 CV 02276 (JCH))

Trial and deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving patents and alleged unfair competitive practices directed to portable infrared thermometers.

Particle Measuring Systems, Inc. v. Rion Co., Ltd.

United States District Court, District of Colorado (Case No.99-WM-1433)

Deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving a patent directed to a device and method for optically detecting particles in fluid.

The University of Colorado Foundation Inc., et al. v. American Cyanamid Co.

United States District Court, District of Colorado (Case No.93-K-1657)

Trial and deposition testimony and expert report: measure and amount of prejudgment interest in a patent infringement, fraud and unjust enrichment case covering prenatal vitamin formulations.

• Gleason Works v. Oerlikon Geartec AG and Liebherr-America, Inc.

United States District Court, Western District of New York (Case No.98-CV-6275 L)

Deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving a patent directed to bevel gear-cutting machines.

Amersham Pharmacia v. PE Corp.

United States District Court, Northern District of California (Case No. C 97-04203-TEH)

Deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving a patent directed to a method of using energy transfer reagents in a DNA sequencing system.

Ziarno v. The American Red Cross, et al.

United States District Court, Northern District of Illinois (Case No. 99 CIV 3430)
Deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to online/internet fundraising.

Applied Medical Resources Corp. v. Core Dynamics, Inc.

United States District Court, Central District of California (Case No. SACV 99-748-DOC (ANx)) Trial and deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents directed to surgical trocars.

Bell Communications Research, Inc. v. Fore Systems, Inc.

United States District Court, District of Delaware (Case No. 98-586 JJF)
Deposition testimony and expert report: reasonable royalty and prejudgment interest covering patents directed to telecommunications technology (ATM over SONET networks).

• Newell Operating Co. (EZ Painter Co.) v. Linzer Products Corp.

United States District Court, Eastern District of Wisconsin (Case No. 98-C-0864)

Deposition testimony and expert report: reasonable royalty and prejudgment interest covering a patent directed to a method for manufacturing polypropylene paint roller covers.

• Dow Chemical Co. v. Sumitomo Chemical Co., Ltd. and Sumitomo Chemical America, Inc.

United States District Court, Eastern District of Michigan (Case No. 96-10330-BC)

Deposition testimony and expert report: reasonable royalty and prejudgment interest covering a patent directed to a method for manufacturing cresol epoxy novalac resins used in integrated circuit encapsulation.

Insight Development Corp. v. Hewlett-Packard Co.

United States District Court, Northern District of California (Case No. C 98 3349 CW)
Deposition testimony and expert report: damages and profits associated with alleged contract breaches, patent, copyright and trade secret misappropriation/infringement and unfair competition involving digital image processing and transmission, including that over the internet.

Bristol-Myers Squibb Co. v. Rhone-Poulenc Rorer Inc. and Centre National De La Recherche Scientifique

United States District Court, Southern District of New York (Case No. 95 Civ. 8833)

Deposition testimony and expert report: reasonable royalty covering a patent directed to semi-synthetic processes for manufacturing an anti-cancer drug.

Pactiv Corp. v. S.C. Johnson & Son, Inc.

United States District Court, Northern District of Illinois (Case No. 98 C 2679)

Deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving a patent directed to zipper closure mechanisms for home storage bags.

Dr. Harry Gaus v. Conair Corp.

United States District Court, Southern District of New York (Case No. 94-5693 (KTD) (FM)) Trial and deposition testimony and expert report: reasonable royalty and prejudgment interest covering a patent directed to hazard prevention devices used with electrical hair dryers.

Neogen Corp. v. Vicam, L.P., et al.

United States District Court, Middle District of Florida (Case No. 97-405-CIV-T-23B)

Deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest covering a patent and a variety of tort claims directed to aflatoxin testing equipment.

Surety v. Entrust

United States District Court, Eastern District of Virginia (Case No. 99-203-A)
Deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest covering a patent directed to digital time stamping.

• Sofamor Danek Holdings, Inc., et al. v. United States Surgical Corp., et al.

United States District Court, Western District of Tennessee (Case No. 98-2369 GA)

Trial and deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving a patent covering the method of inserting a spinal inter-body fusion device.

Molten Metal Equipment Innovation, Inc. v. Metaullics

United States District Court, Northern District of Ohio (1:97-CV2244)

Trial testimony and expert report: lost profits, reasonable royalty, and prejudgment interest covering a patent directed to submersible molten metal pumps.

· AcroMed Corp. v. Sofamor Danek Group, Inc.

United States District Court, Northern District of Ohio (Case No. 1:93-CV01184)
Trial and deposition testimony and expert report: lost profits and prejudgment interest involving patents directed to spinal implant devices.

BIC Corp. v. Thai Merry Co., Ltd.

United States District Court, Central District of California (Case No. 98 CIV. 2113 (DLC))
Deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving a patent directed to disposable cigarette lighters.

• Syncsort Inc. v. Michael Wagner; Cambridge Algorithm; ICF Kaiser Intl. Inc., et al. United States District Court, Northern District of Georgia (Case No. 1:93-CV-2247-JEC) Deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to data sorting software.

• Shell Oil Co. v. ICI Americas, Inc. and P.E.T Processors, LLC

United States District Court, Eastern District of Louisiana (Case No. 97-3526 Section "K")
Deposition testimony and expert report: lost profits and reasonable royalty involving a patent directed to a process to manufacture solid stated polyethylene naphthalene.

• Pall Corp. v. Hemasure Inc. and Lydall, Inc.

United States District Court, Eastern District of New York (Case No. CV-96-436 (TCP/ETB), Case No. 96-5620 (LDW/VVP))

Deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving patents directed to prestorage leukodepletion devices.

Mentor H/S, Inc. v. Medical Device Alliance, Inc.; Lysonix, Inc.; and Misonix, Inc.

United States District Court, Central District of California (Case No. CV97-2431 WDK (BQRx)) Trial and deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving a patent directed to ultrasonic liposuction.

• Hyundai Electronics Industries Co., Ltd. v. NEC Corp. and NEC Electronics, Inc.

United States District Court, Eastern District of Virginia (Case No. 97-2030A, Case No. 97-2031A, Case No. 98-118-A)

Deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents directed to semiconductor technology.

Hitachi, LTD. v. Samsung Display Devices Co., LTD.; Samsung Display Devices, Inc.; Samsung Electronics Co., LTD.; Samsung Electronics America, Inc.; and Office Depot, Inc.

United States District Court, Eastern District of Virginia (Case No. 97-1988-A)

Deposition testimony and expert report: reasonable royalty and prejudgment interest involving patents directed to various aspects of cathode ray tubes.

<u>Stairmaster Sports/Medical Products, a Limited Partnership</u> v. Groupe Procycle, Inc. and Procycle USA, Inc.

United States District Court, District of Delaware (Case No. 97-396 MMS)

Deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving a patent directed to stair climbing fitness equipment.

Angelo Mongiello's Children, LLC v. Pizza Hut, Inc.

United States District Court, Eastern District of New York (Case No. 95 CV 4601)

Deposition testimony and expert report: reasonable royalty and prejudgment interest involving a patent directed to a method for forming pizza shells.

BTG v. Magellan Corp.; BTG v. Trimble Navigation

United States District Court, Eastern District of Pennsylvania (Case No. 96-CV-7551/Case No. 96-CV-5084 (HB))

Deposition testimony and expert reports: reasonable royalty, prejudgment interest, value of inventory on hand, preparation and investments made and business commenced (as of patent reissuance) involving a patent directed to secret or secure communications technology employed in global positioning system products.

Micro Chemical, Inc. v. Lextron, Inc.

United States District Court, District of Colorado (Case No. 88-Z-499)

Trial and deposition testimony and expert report: lost profits, price erosion, reasonable royalty, and prejudgment interest involving a patent directed to feed additive weigh/mix dispensing machines.

• Thai Merry Co., Ltd.; Honson Marketing Group, Inc.; and Calico Brands, Inc. v. <u>BIC Corp.</u> United States District Court, Central District of California (Case No. 96-5256 WJR (BQRx)) Deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving patents directed to child-resistant disposable cigarette lighters.

Radco, Inc. v. Shell Oil Co.; Foster Wheeler USA Corp.; Lyondell-Citgo Refining Co., LLC; Petro-Chem Development Co. Inc.; and Marathon Oil Co.

United States District Court, Northern District of Oklahoma (Case No. 93-C 1102)

Deposition testimony and expert report: reasonable royalty involving a patent directed to coker heater refinery equipment.

Beloit Corp. v. Valmet Corp., et al.

United States District Court, Western District of Wisconsin (Case No. 96-C-0087-C)

Trial testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving patents directed to the dryer section of paper making machines.

Burke, Inc. v. Everest & Jennings, Inc. et al./Burke, Inc. v. Invacare Corp.

United States District Court, California Central District (Case No. 89-2613 (KMW)/Case No. 90-787 (KMW))

Trial and deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest over a patent directed to three wheel motorized scooter technology.

Bauer Inc. v. Rollerblade, Inc.

United States District Court, Eastern District of Virginia (Case No. 96-952-A)

Deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving a patent directed to a hybrid stitched and molded skate boot design.

Mettler - Toledo A.G. v. Denver Instrument Co., et al.

United States District Court, Eastern District of Virginia (Case No. 95-1055-A)
Deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving patents directed to analytical and precision balances.

Bristol-Myers Squibb Co. v. Abbott Laboratories

United States District Court, Southern District of Indiana (Case No. EV 94-56-C)
Trial and deposition testimony and expert report: reasonable royalty involving a patent directed to a guiding device used in enteral delivery set assemblies.

• Crown Equipment Corp. v. The Raymond Corp.

United States District Court, Northern District of Ohio (Case No. 3:93CV7356)
Trial and deposition testimony and expert report: lost profits, reasonable royalty, and prejudgment interest involving a patent directed to lift truck technology.

Mitsubishi Kasei Corp.; and Mitsubishi Kasei America, Inc. v. <u>Virgle Hedgcoth; and Mertec</u> Licensing Technology

United States District Court, Northern District of California (Case No. 94-1971 SAW (JSB))
Deposition testimony and expert report: reasonable royalty involving a patent directed to sputtered rigid disks used in personal computers.

Travelers Express Co. Inc. v. The Standard Register Co.

United States District Court, District of Minnesota (Case No. 4-93-436)
Deposition testimony and expert report: lost profits, reasonable royalty, patent misuse, and prejudgment interest involving patents directed to money order dispensers.

Dow Chemical Co. v. The United States

Court of Federal Claims (Case No. 19-83C)

Trial and deposition testimony: measure and amount of delay compensation in an eminent domain case over the taking of a patent directed to the back - filling of abandoned coal mines.

Patent Cases - Injunctive Relief

Biogen International GmbH and Biogen MA, Inc. v. Amneal Pharmaceuticals LLC United States District Court, District of Delaware (Cases 17-cv-823-LPS (Consolidated); 17-cv00875-UNA (Sawai USA, Inc. and Sawai Pharmaceutical Co., Ltd.); 17-cv-00847 (Shilpa Medicare Limited); 17-cv-00954-UNA and 19-cv-00333-UNA (Zydus Pharmaceuticals USA, Inc.); 17-cv00824-UNA (Aurobindo Pharma USA, Inc. and Aurobindo Pharma USA LLC); 17-cv-00825-UNA and 19-cv-00211-UNA (Hetero USA, Inc., Hetero Labs Limited Unit-III, and Hetero Labs Limited); 17-cv-00845-UNA (MSN Laboratories Private Ltd. and MSN Pharmaceuticals, Inc.); and 17-cv00827-UNA and 17-cv-00874-UNA (Prinston Pharmaceutical, Inc. and Sandoz, Inc.)) Trial and deposition testimony and expert report: commercial success and injunctive relief covering patents directed to oral medication for the treatment of multiple sclerosis.

Biogen International GmbH and Biogen MA, Inc. v. Mylan Pharmaceuticals, Inc. United States District Court, Northern District of West Virginia (Case No. 17-cv-00116-IMK) Deposition testimony and expert report: commercial success and injunctive relief covering patents directed to oral medication for the treatment of multiple sclerosis.

- BASF Plant Science, LP v. Commonwealth Scientific and Industrial Research Organisation; and Commonwealth Scientific and Industrial Research Organisation, Grains Research and Development, Corp., and Nuseed Ptv Ltd. v. BASF Plant Science, LP and Cargill, Inc. United States District Court, Eastern District of Virginia (Case No. 17-cv-503-HCM)
 Trial and deposition testimony and expert report: reasonable royalty damages and injunctive relief covering patents directed to the production of plant-derived omega-3 oils.
- Fresenius Kabi USA, LLC v. Fera Pharmaceuticals, LLC and Oakwood Laboratories, LLC United States District Court, District of New Jersey (Case No.15-03654-KM-MAH)

 Deposition testimony and expert declarations: antitrust liability and damages; commercial success and preliminary injunctive relief involving patents directed to injectable drug treatment of myxedema coma.
- <u>Dominion Resources, Inc., and Virginia Electric and Power Company</u> v. Alstom Grid, Inc. United States District Court, Eastern District of Pennsylvania

 Trial and deposition testimony and expert report: permanent injunction involving patents directed to a system and process that dynamically samples smart meters in order to achieve voltage optimization.
- Integra Lifesciences Corporation, Integra Lifesciences Sales, LLC, Confluent Surgical, Inc., and Incept, LLC v. Hyperbranch Medical Technology, Inc.

 United States District Court, District of Delaware (Case No. 15-cv-00819)

 Trial and deposition testimony and expert reports: lost profits, price erosion, reasonable royalty, prejudgment interest, preliminary relief, and commercial success involving patents directed to cranial and spinal dural repair sealants.
- Antares Pharma, Inc. v. Medac Pharma, Inc., Medac GmbH, Becton Dickinson France S.A.S., and Becton, Dickinson and Company

 United States District Court, District of Delaware (C.A. No. 14-270-SLR)

 Deposition testimony and expert report: irreparable harm, balance of hardships, and public interest involving patents directed to methotrexate autoinjector products.
- Delavau, LLC v. J.M. Huber Corporation and J.M. Huber Micropowders Inc. United States District Court, District of New Jersey (Case No.12-05378 (ES)(SCM)))
 Deposition testimony and expert declaration: preliminary injunctive relief involving patents directed to dietary calcium supplements.
- Dyson Technology Limited and Dyson, Inc. v. Cornucopia Products, LLC
 United States District Court, District of Arizona (Case No. 2:12-cv-00924-ROS)
 Hearing testimony and expert declaration: irreparable harm involving patents directed to bladeless
 fans
- Novozymes A/S and Novozymes North America, Inc. v. <u>Danisco A/S</u>; <u>Genecor International Wisconsin, Inc.</u>; <u>Danisco US Inc.</u>; and <u>Danisco USA Inc.</u>

 United States District Court, Western District of Wisconsin (Case No. 10-CV-251)

 Trial and deposition testimony and expert report and expert declaration: lost profits, reasonable royalty, prejudgment interest and irreparable harm involving a patent directed to alpha-amylases used for fuel ethanol.
- LifeWatch Services, Inc. and Card Guard Scientific Survival, LTD. v. Medicomp, Inc. and United Therapeutics Corp.
 United States District Court, Middle District of Florida, Orlando Division (Case No. 6:09-cv-1909-Orl-31DAB)
 Hearing and deposition testimony and expert declaration: preliminary injunctive relief involving patents directed to ambulatory arrhythmia monitoring solutions.

 Verizon Services Corp. and Verizon Laboratories, Inc. v. <u>Vonage Holdings Corp. and Vonage</u> America, Inc.

United States District Court, Eastern District of Virginia (Case No. 1:06CV682)
Trial and deposition testimony and expert report: permanent injunction, lost profits and reasonable royalty involving patents directed to a voice over internet protocol ("VoIP") platforms.

Riverwood International Corp. v. MeadWestvaco Corp.
 United States District Court, Northern District of Georgia (Case No.1:03-CV-1672 (TWT))
 Deposition testimony and expert report: irreparable harm involving a patent directed to 2x6 beverage cartons.

Patent Cases - Commercial Success

- Biogen International GmbH and Biogen MA, Inc. v. Amneal Pharmaceuticals LLC
 United States District Court, District of Delaware (Cases 17-cv-823-LPS (Consolidated); 17-cv00875-UNA (Sawai USA, Inc. and Sawai Pharmaceutical Co., Ltd.); 17-cv-00847 (Shilpa Medicare
 Limited); 17-cv-00954-UNA and 19-cv-00333-UNA (Zydus Pharmaceuticals USA, Inc.); 17-cv00824-UNA (Aurobindo Pharma USA, Inc. and Aurobindo Pharma USA LLC); 17-cv-00825-UNA
 and 19-cv-00211-UNA (Hetero USA, Inc., Hetero Labs Limited Unit-III, and Hetero Labs Limited);
 17-cv-00845-UNA (MSN Laboratories Private Ltd. and MSN Pharmaceuticals, Inc.); and 17-cv00827-UNA and 17-cv-00874-UNA (Prinston Pharmaceutical, Inc. and Sandoz, Inc.))
 Trial and deposition testimony and expert report: commercial success and injunctive relief covering
 patents directed to oral medication for the treatment of multiple sclerosis.
- Biogen International GmbH and Biogen MA, Inc. v. Mylan Pharmaceuticals, Inc. United States District Court, Northern District of West Virginia (Case No. 17-cv-00116-IMK) Deposition testimony and expert report: commercial success and injunctive relief covering patents directed to oral medication for the treatment of multiple sclerosis.
- Mylan Pharmaceuticals, Inc. v. <u>Biogen MA</u>, Inc.
 The United States Patent and Trademark Office (Case No. IPR2018-01403)
 Deposition testimony and expert report: commercial success covering patents directed to oral medication for the treatment of multiple sclerosis.
- Teva Pharmaceuticals International GmbH, Cephalon, Inc., and Eagle Pharmaceuticals, Inc. v. Apotex, Inc., Apotex Corp., Fresenius Kabi USA, LLC, Mylan Laboratories Ltd., and Slayback Pharma Limited Liability Company

 United States District Court, District of Delaware (Case No. 17-cv-1154-CFC)

 Trial and deposition testimony and expert report: commercial success covering patents directed to an injectable chemotherapy drug for the treatment of blood cancer.
- Astellas Pharma, Inc., Astellas US LLC, Astellas Pharma US, Inc., Medivation LLC, Medivation Prostate Therapeutics LLC, Pfizer, Inc., and The Regents of the University of California v. Actavis Laboratories FL, Inc., Actavis LLC, Apotex, Inc., Apotex Corp., Zydus Pharmaceuticals (USA), Inc., Cadila Healthcare Limited, Roxane Laboratories, Inc., West-Ward Pharmaceuticals Corp., and West-Ward Pharmaceuticals International Limited United States District Court, District of Delaware (Case No. 16-cv-1120)
 Deposition testimony and expert report: commercial success involving patents directed to the treatment of prostate cancer.
- Valeant Pharmaceuticals International, Inc., Salix Pharmaceuticals, Inc., Progenics Pharmaceuticals, Inc., and Wyeth LLC v. Actavis Laboratories FL, Inc. United States District Court, District of New Jersey (Case No. 2:16-cv-09038 (SRC)(CLW))
 Deposition testimony and expert report: commercial success covering patents directed to an oral treatment of opioid induced constipation ("OIC") indications.

Nichia Corporation v. Vizio, Inc.

United States District Court, Central District of California (Case No. 8:16-cv-00545)
Deposition testimony and expert report: reasonable royalty damages and commercial success involving patents directed to light emitting diodes (LEDs).

Valeant Pharmaceuticals International, Inc., Salix Pharmaceuticals, Inc., Progenics
Pharmaceuticals, Inc., and Wyeth LLC v. Mylan Pharmaceuticals, Inc., Mylan Laboratories
Ltd., Mylan, Inc., and Actavis LLC

United States District Court, District of New Jersey (Case No. 2:15-08180 (SRC)(CLW)) Deposition testimony and expert report: commercial success covering patents directed to an intravenous treatment of opioid induced constipation ("OIC") indications.

Eli Lilly and Company v. Teva Pharmaceuticals USA, Inc.

United States District Court, Southern District of Indiana, Indianapolis Division (Case No. 16-cv-596) Deposition testimony and expert report: commercial success covering a patent directed to treatment of postmenopausal osteoporosis.

• Integra Lifesciences Corporation, Integra Lifesciences Sales, LLC, Confluent Surgical, Inc., and Incept, LLC v. Hyperbranch Medical Technology, Inc.

United States District Court, District of Delaware (Case No. 15-cv-00819)

Trial and deposition testimony and expert reports: lost profits, price erosion, reasonable royalty, prejudgment interest, preliminary relief, and commercial success involving patents directed to cranial and spinal dural repair sealants.

VIVUS, Inc. v. Actavis Laboratories FL, Inc.

United States District Court, District of New Jersey (Case No. 14-cv-3786-SRC-CLW; 15-cv-1636-SRC-CLW; and 15-CV-02693-SRC-CLW)

Deposition testimony and expert reports: commercial success involving patents directed to an immediate release/extended release combination drug used for chronic weight management.

- Fresenius Kabi USA, LLC v. Fera Pharmaceuticals, LLC and Oakwood Laboratories, LLC United States District Court, District of New Jersey (Case No.15-03654-KM-MAH)

 Deposition testimony and expert declarations: antitrust liability and damages; commercial success and preliminary injunctive relief involving patents directed to injectable drug treatment of myxedema coma.
- In the Matter of Certain Magnetic Data Storage Tapes and Cartridges Containing the Same (Sony Corporation, Sony Corporation of America, and Sony Electronics, Inc. (Respondents)) United States International Trade Commission (Inv. No. 337-TA-1012)

 Trial and deposition testimony and expert report: economic evaluation of FRAND, commercial success, bond, remedy, domestic industry, and public interest issues involving patents directed to certain magnetic data storage tapes and cartridges.
- Noven Pharmaceuticals, Inc. v. Actavis Laboratories UT, Inc.

 United States District Court, District of Delaware (Case No. 15-249 (LPS))

 Trial and deposition testimony and expert report: commercial success involving patents directed to an estrogen therapy patch.
- <u>Sebela International, Ltd.</u> v. Actavis Laboratories FL, Inc., Actavis Pharma, Inc., Andrx Corp., and Actavis, Inc.; <u>Sebela International Ltd.</u> v. Prinston Pharmaceutical, Inc., Solco Healthcare U.S., LLC, and Huahai US, Inc.

United States District Court, District of New Jersey (Case No. 14-cv-06414 (CCC-JBC) and 14-cv-07400 (CCC-JBC); consolidated with Case No. 15-cv-05308)

Trial and deposition testimony and expert report: commercial success involving patents directed to a non-hormonal product indicated for the treatment of moderate to severe vasomotor symptoms ("VMS") associated with menopause.

- Meda Pharmaceuticals, Inc. and Cipla, Ltd. v. Apotex, Inc. and Apotex Corp. United States District Court, District of Delaware (Case No. 14-1453-LPS)
 Trial and deposition testimony and expert declaration: commercial success involving patents directed to a combination formulation drug used to treat seasonal allergic rhinitis.
- Arctic Cat, Inc., v. Polaris Industries, Inc. The United States Patent and Trademark Office (Cases IPR2015-01781; IPR2015-01783) Deposition testimony and expert declaration: commercial success involving patents directed to side-by-side all-terrain vehicles.
- Innopharma Inc., Mylan Pharmaceuticals, Inc., et al. v. Senju Pharmaceutical Co., Ltd., Bausch & Lomb, Inc., and Bausch & Lomb Pharma Holdings Corp.

 The United States Patent and Trademark Office (Case Nos. IPR2015-00902 and IPR2015-00903)

 Deposition testimony and expert declaration: commercial success involving patents directed to nonsteroidal anti-inflammatory drugs ("NSAIDs") used to treat post-cataract surgery inflammation and pain.
- Lupin Ltd. and Lupin Pharmaceuticals, Inc. v. Senju Pharmaceutical Co., Ltd.

 The United States Patent and Trademark Office (Case Nos. IPR2015-01097; IPR2015-01105; IPR2015-01099; and IPR2015-01100)

 Deposition testimony and expert declaration: commercial success involving patents directed to nonsteroidal anti-inflammatory drugs ("NSAIDs") used to treat post-cataract surgery inflammation and pain.
- Senju Pharmaceutical Co., Ltd., Bausch & Lomb, Inc., and Bausch & Lomb Pharma Holdings Corp. v. Innopharma Inc., Lupin Pharmaceuticals, Inc., et al.

 United States District Court, District of New Jersey (Case Nos. 14-cv-00667-JBS-KMW; 14-cv-04149-JBS-KMW; 14-cv-05144-JBS-KMW; 15-cv-00335-JBS-KMW; 14-cv-06893-JBS-KMW; and 15-cv-03240-JBS-KMW)

 Deposition testimony and expert declaration: commercial success involving patents directed to nonsteroidal anti-inflammatory drugs ("NSAIDs") used to treat post-cataract surgery inflammation and pain.
- Arctic Cat, Inc., v. Polaris Industries, Inc. The United States Patent and Trademark Office (Case IPR2014-01427) Deposition testimony and expert declaration: commercial success involving patents directed to side-by-side all-terrain vehicles.
- Intendis GmbH, Intraserv GmbH & Co. KG and Bayer Healthcare Pharmaceuticals Inc., v. Glenmark Generics Ltd. and Glenmark Generics Inc., USA.

 United States District Court, District of Delaware (Case No. 13-cv-421-SLR)

 Trial and deposition testimony and expert report: commercial success involving a patent directed to the treatment of certain skin diseases.
- Everlight Electronics Co. Ltd., and Emcore Corporation v. Nichia Corporation and Nichia America Corporation v. Everlight Americas, Inc.
 United States District Court, Eastern District of Michigan, Southern Division (Case No.4:12-cv-11758 GAD-MKM)
 Trial and deposition testimony, expert report and declaration: commercial success, lost profits, reasonable royalty, and prejudgment interest involving patents directed to LEDs.

Bayer Healthcare Pharmaceuticals, Inc. and Dow Pharmaceutical Sciences, Inc. v. River's Edge Pharmaceuticals, LLC, Teresina Holdings, LLC, Medical Products Laboratories, Inc. and Stayma Consulting Services, LLC

United States District Court, Northern District of Georgia, Atlanta Division (Case No.11-cv-01634-RLV)

Deposition testimony and expert report; commercial success involving a patent directed to the treatment of certain skin diseases.

• JDS Therapeutics, LLC and Nutrition 21, LLC v. <u>Pfizer Inc.</u>, <u>Wyeth LLC</u>, <u>Wyeth Consumer Healthcare Ltd.</u>, and <u>Wyeth Consumer Healthcare LLC</u>

United States District Court, Southern District of New York (Case No.1:12-cv-09002-JSR) Deposition testimony and expert report: commercial success, reasonable royalty, and unjust enrichment involving patents and trade secrets directed to the use of chromium picolinate in multivitamins.

• Ferring, B.V., v. Watson Laboratories, Inc. – Florida, Apotex Inc., and Apotex Corp.

United States District Court, District of Nevada (Case Nos.3:11-cv-00481-RCJ-VPC, 3:11-cv-00485-RCJ-VPC, 3:11-cv-00853-RCJ-VPC, 3:11-cv-00854-RCJ-VPC, 2:12-cv-01935-RCJ-VPC, and 2:12-cv-01941-RCJ-VPC)

Deposition testimony and expert report: commercial success involving patents directed to the treatment of menorrhagia.

Medicis Pharmaceutical Corporation; Dow Pharmaceutical Sciences, Inc.; and Alyzan, Inc. v. Actavis Mid Atlantic LLC

United States District Court, District of Delaware (Case No. 11-CV-409)

Deposition testimony and expert report: commercial success involving a patent directed to delivery vehicles for treatment of dermatological disorders.

Galderma Laboratories, L.P.; Galderma S.A.; and Galderma Research & Development, S.N.C. v. Tolmar Inc.; and Actavia Mid Atlantic LLC

United States District Court, District of Delaware (Case No. 10-cv-45 (LPS))

Trial and deposition testimony and expert report: commercial success involving a patent directed to treatment of dermatological disorders.

• Pronova Biopharma Norge AS v. Teva Pharmaceuticals USA, Inc.; Apotex Corp. and Apotex Inc.; Par Pharmaceutical, Inc.; and Par Pharmaceutical Companies, Inc.

United States District Court, District of Delaware (Case Nos. 09-286-SLR/09-304-SLR/09-305-SLR-MPT)

Trial and deposition testimony and expert report: commercial success covering patents directed to treatment of HDL cholesterol and hypertriglyceridemia.

• Eli Lilly and Company v. Wockhardt Limited and Wockhardt USA, Inc.

United States District Court, District of Indiana, Indianapolis Division (Case No. 1:08-cv-1547-WTL-TAB)

Deposition testimony and expert report: commercial success covering a patent directed to treatment of depression, anxiety and pain.

• Acorda Therapeutics, Inc. v. Apotex Inc. and Apotex Corp.

United States District Court, District of New Jersey (Case No. 2:07-cv-04937-JAG-MCA)
Trial and deposition testimony and expert report: commercial success covering a patent directed to treatment of spasticity.

Medeva Pharma Suisse A.G. and Proctor & Gamble Pharmaceuticals, Inc. v. Roxane Laboratories, Inc.

United States District Court, District of New Jersey (Case No. 3:07-CV-05165-FLW-TJB)

Deposition testimony and expert report: commercial success involving a patent directed to treatment of ulcerative colitis.

Otsuka Pharmaceutical Co, Ltd., Inc., et al. v. Sandoz, Inc., et al.

United States District Court, District of New Jersey (Case No. 07-cv-01000)

Trial and deposition testimony and expert report: commercial success covering a patent directed to the active ingredient of an atypical antipsychotic drug.

Janssen-Ortho Inc. and Daiichi Pharmaceutical Co., Ltd v. Novopharm Ltd.

Canadian Federal Court (Case No. T-2175-04)

Trial testimony (written) and affidavit: commercial success covering a patent directed to the active ingredient of an anti-infective drug.

Janssen-Ortho Inc. and Daiichi Pharmaceutical Co., Ltd v. The Minister of Health; and Apotex Inc.

Federal Court of Canada (Case No. T-1508-05)

Deposition testimony and expert report: commercial success interest involving a patent directed to an anti-infective drug.

Ortho-McNeil Pharmaceutical, Inc., et al. v. Mylan Laboratories

United States District Court, Northern District of West Virginia (Case No. 1:02CV32)
Trial and deposition testimony and expert report: commercial success covering a patent directed to the active ingredient of an anti-infective drug.

■ Elan Corp., PLC v. Andrx Pharmaceuticals, Inc.

United States District Court, Southern District of Florida (Case No. 98-7164)

Trial and deposition testimony and expert report: commercial success covering a patent directed to controlled release dosing of a nonsteroid anti-inflammatory drug.

Patent Cases - Other

MPEG LA, LLC v. <u>Toshiba American Information Systems</u>, Inc.

Supreme Court of the State of New York, County of New York (Index No. 162716/2015)

Deposition testimony and expert report: contract transfer and patent misuse involving patents directed to digital television standards.

• Fresenius Kabi USA, LLC v. Fera Pharmaceuticals, LLC and Oakwood Laboratories, LLC

United States District Court, District of New Jersey (Case No.15-03654-KM-MAH)

Deposition testimony and expert declarations: antitrust liability and damages; commercial success and preliminary injunctive relief involving patents directed to injectable drug treatment of myxedema coma.

• Travelers Express Co. Inc. v. The Standard Register Co.

United States District Court, District of Minnesota (Case No. 4-93-436)

Deposition testimony and expert report: lost profits, reasonable royalty, patent misuse and prejudgment interest involving patents directed to money order dispensers.

Trade Secret Cases

JELD-WEN, Inc. v. John Ambruz and Global Strategic Partners LLC

American Arbitration Association (Case No. 01-17-0007-0838)

Hearing and deposition testimony and expert report: damages and reasonable royalty associated with alleged misappropriation of trade secrets and breach of contract involving the production of molded door skins.

• NCR Corporation v. Pendum LLC and Burroughs, Inc.

United States District Court, Northern District of Georgia (Case No. 16-cv-04114-SCJ)

Deposition testimony and expert report: damages associated with lost profits, price erosion, unjust enrichment, and economic effects and harm associated with alleged misappropriation of trade secrets, copyright infringement, trademark infringement, breach of contract, and tortious interference with current and prospective business relations in case involving the servicing of automatic teller machines (ATMs).

Cedars-Sinai Medical Center v. Quest Diagnostics Inc. and Quest Diagnostics Nichols Institute
 United States District Court, Central District of California, Western Division (Case No. 17-cv-5169 GW-FFM)

Deposition testimony and expert report: damages associated with alleged misappropriation of trade secrets, breach of contract, and patent infringement involving diagnostic testing for irritable bowel syndrome (IBS).

• Steves and Sons, Inc. v. <u>JELD-WEN</u>, Inc.

United States District Court, Eastern District of Virginia, Richmond Division (Case No. 16-cv-00545-REP)

Trial and deposition testimony and expert report: damages, profits, and reasonable royalty associated with alleged misappropriation of trade secrets and tortious interference with employment contracts and severance agreements involving the production of molded door skins.

Luminara Worldwide, LLC v. <u>Shenzhen Liown Electronics Co.</u>, <u>Ltd</u>, <u>Central Garden and Pet Co.</u>, et al.; <u>Shenzhen Liown Electronics Co.</u>, <u>Ltd</u>, <u>Central Garden and Pet Co.</u> v. <u>Luminara Worldwide</u>, LLC, et al.; and <u>Luminara Worldwide</u>, <u>LLC v. <u>Shenzhen Liown Electronics Co.</u>, <u>Ltd and Central Garden and Pet Co.</u>, et al.
</u>

United States District Court, District of Minnesota (Case Nos. 14-cv-03103 (SRN/FLN) and 15-cv-03028 (SRN/FLN))

Deposition testimony and expert reports: damages associated with alleged patent infringement and breach of contract, and unjust enrichment associated with breach of non-disclosure agreement and use of trade secrets, related to flameless candle technology and distribution.

• Red Online Marketing Group LP, d/b/a 50onRED v. Revizer Ltd., d/b/a Ad Force Technologies, Ltd., and Revizer Technologies, Ltd.

United States District Court, Eastern District of Pennsylvania (Case No. 14-1353)

Deposition testimony and expert report: damages associated with alleged misappropriation of trade secrets, breach of contract, and unfair competition (Lanham Act violations) involving internet monetization products.

Thomas C. Sisoian v. International Business Machines Corporation (IBM)

United States District Court, Western District of Texas, Austin Division (Case No. A-14-CA-565-SS)

Deposition testimony and expert report: unjust revenues and profits involving misappropriation of trade secrets over developing, implementing, and integrating complex telecommunication information systems.

- In the Matter of Certain Sulfentrazone, Sulfentrazone Compositions, and Processes for Making Sulfentrazone (FMC (Complainant))
 - United States International Trade Commission (Investigation No. 337-TA-914)
 Trial and deposition testimony and expert report: irreparable harm, balance of hardships, and public interest involving a patent directed to a crop herbicide.
- In the Matter of Certain Opaque Polymers (Organik Kimya (Respondent))

 United States International Trade Commission (Investigation No.337-TA-883)

 Deposition testimony and expert report: injury, independent economic valuation, and bond involving trade secrets used in the production of opaque polymers.
- MacDermid, Inc. v. Cookson Group, plc, Cookson Electronics, Enthone, Inc., and David North United States Superior Court, Judicial District of Waterbury (Case No.x10-cv-09-5014518-d)

 Deposition testimony and expert report: royalty and prejudgment interest involving the misappropriation of trade secrets directed to chemicals, materials, and technical services used in a possible corporate acquisition.
- JDS Therapeutics, LLC and Nutrition 21, LLC v. Pfizer Inc., Wyeth LLC, Wyeth Consumer Healthcare Ltd., and Wyeth Consumer Healthcare LLC United States District Court, Southern District of New York (Case No.1:12-cv-09002-JSR)

 Deposition testimony and expert report: commercial success, reasonable royalty, and unjust enrichment involving patents and trade secrets directed to the use of chromium picolinate in multivitamins.
- E. I. du Pont de Nemours and Company v. Kolon Industries, Inc. and Kolon USA, Inc. United States District Court, Eastern District of Virginia, Richmond Division (Case No. 3:09CV58)

 Trial and deposition testimony and expert report: unjust enrichment involving misappropriation of trade secrets directed to aramid fiber production.
- CA, Inc.; Computer Associates Think, Inc.; Platinum Technology International. Inc.; and Platinum Technology IP, Inc., v. Rocket Software, Inc.

 United States District Court, Eastern District of New York (Case No. 07-CV-1476 (ADS)(MLO)

 Deposition testimony and expert report: lost profits, unjust enrichment, price erosion and prejudgment interest involving copyrights and trade secrets related to DB2 software tools.
- Sensormatic Electronics Corp. v. The TAG Co. US LLC; Phenix Label Co.; Dennis Gadonniex United States District Court, Southern District of Florida (Case No.06-81105-Civ-Hurley/Hopkins) Trial and deposition testimony and expert report: unjust enrichment involving misappropriation of trade secrets directed to loss prevention systems.
- Cogent Systems, Inc. v. Northrop Grumman Corp.
 California Superior Court, County of Los Angeles, Central District (Case No.BC332199)
 Deposition testimony and expert report: reasonable royalty involving misappropriation of trade secrets directed to fingerprint identification technology.
- Geomatrix, LLC and David A. Potts v. Infiltration Systems, Inc. Connecticut Superior Court, District of Middlesex at Middleton (Case No.MMX-CV-05-4004477 S) Deposition testimony and expert disclosure: reasonable royalty involving misappropriation of trade secrets directed to leach field and septic tank technology.
- McMahon Marketing v. <u>Toyota Motor Sales</u>
 California Superior Court, County of Los Angeles (Case No. BC317277)
 Deposition testimony: damages and profits associated with trade secrets directed to a luxury hotel and automotive partnership.

Christopher Karol and Karol Designs, LLC v. Burton Corp.

United States District Court, District of Vermont (Case No. 1:01-CV-178)

Deposition testimony and expert report: reasonable royalty and disgorgement of profits involving trade secrets and an NDA directed to snowboard boot and binding technology.

Takata Corp. v. AlliedSignal, Inc. and Breed Technologies, Inc.

United States District Court, District of Delaware (Case No. 98-94-MMS)

Deposition testimony and expert report: reasonable royalty and prejudgment interest covering patents and trade secrets directed to seatbelt retractors.

Trimless-Flashless Design, Inc. v. <u>Augat, Inc.; Thomas & Betts Corp.; and Tyco International</u>, Ltd.

United States District Court, Eastern District of Virginia (Case No. CA00-245-A)

Trial and deposition testimony and expert report: damages and profits associated with alleged breach of contract and misappropriation of trade secrets involving metallized particle interconnects used to connect microprocessors with mother boards.

Insight Development Corp. v. Hewlett-Packard Co.

United States District Court, Northern District of California (Case No. C 98 3349 CW)

Deposition testimony and expert report: damages and profits associated with alleged contract breaches, patent, copyright and trade secret misappropriation/infringement and unfair competition involving digital image processing and transmission, including that over the internet.

DSC Communications Corp. v. DGI Technologies, Inc.

United States District Court, Northern District of Texas (Case No. 3:94-CV-1047)
Trial testimony and expert report: reasonable royalty involving copyrights, trade secrets and unfair competition over telecommunications switching equipment.

• Wayne State University; Lumigen Inc.; and A. Paul Schapp v. Irena Bronstein and Tropix Inc. State of Michigan Circuit Court, County of Wayne and Court of Claims (Case No. 88-804-627 CK/Case No. 88-11871CM)

Deposition testimony and expert report: unjust enrichment and lost profits involving trade secrets directed to chemiluminescence (medical detection) technology.

Trademark Cases

NCR Corporation v. Pendum LLC and Burroughs, Inc.

United States District Court, Northern District of Georgia (Case No. 16-cv-04114-SCJ)

Deposition testimony and expert report: damages associated with lost profits, price erosion, unjust enrichment, and economic effects and harm associated with alleged misappropriation of trade secrets, copyright infringement, trademark infringement, breach of contract, and tortious interference with current and prospective business relations in case involving the servicing of automatic teller machines (ATMs).

• Katherine Dines v. Toys "R" Us-Delaware, Inc.

United States District Court, District of Colorado (Case No. 12-cv-2279-PAB-KMT)
Deposition testimony and expert report: profits and prejudgment interest associated with trademark infringement involving a line of stuffed animal toys.

The Coryn Group II, LLC v. O.C. Seacrets, Inc.

United States District Court, District of Maryland, Northern Division (Case No. 08-cv-02764-WDQ) Trial testimony and expert report: profits and damages involving the use of "Secrets" trademark in the leisure resort business.

YSL Beauté v. Oscar de la Renta, Ltd.

American Arbitration Association (Case No. 13 133 01389 08)

Arbitration hearing testimony and expert report: damages associated with alleged breach of contract and trademark infringement involving cosmetics, fragrances and beauty products.

• Fishman Transducers, Inc. v. <u>Stephen Paul d/b/a "Esteban" Daystar Productions and HSN</u> Interactive LLC

United States District Court, District of Massachusetts (Case No. 07-CA-10071 RCL)
Trial and deposition testimony and expert report: damages and profits associated with a trademark directed to guitar transducers.

ISP.NET, LLC d/b/a IQuest Internet v. Qwest Communications International, Inc.

United States District Court, Southern District of Indiana, Indianapolis Division (Case No.IP01-0480 C B/S)

Deposition testimony and expert report: reasonable royalty, disgorgement of profits and prejudgment interest involving a trademark directed to internet service provision.

• Fuel Clothing Co., Inc. v. Safari Shirt Co. d/b/a Fuel Clothing Co., Inc.

United States District Court, Western District of Washington at Tacoma (Case No. CO5 5366 KJB))
Deposition testimony and expert report: economic harm involving a trademark directed to sports apparel logos.

Alpha International, Inc. v. General Foam Plastics Corp.

United States District Court, Eastern District of North Carolina (Case No. 4:01-CV-142-H(3))
Deposition testimony and expert report: copyright infringement, trademark infringement, conversion and unjust enrichment involving bowling pin sets and ride-on toys.

• Fuel TV, Inc. v. Fuel Clothing Co., Inc.

United States District Court, Central District of California, Western Division (Case No.CV03-8248-ABC-VBKx)

Deposition testimony and expert report: economic harm involving infringement of trademark used in extreme sports applications.

AutoNation, Inc. v. Acme Commercial Corp., et al. (CarMax)

United States District Court, Southern District of Florida (Case No. 96-6141)

Trial and deposition testimony and expert report: reasonable royalty associated with trademark infringement and unfair competition in the auto superstore business.

Copyright Cases

NCR Corporation v. Pendum LLC and Burroughs, Inc.

United States District Court, Northern District of Georgia (Case No. 16-cv-04114-SCJ)

Deposition testimony and expert report: damages associated with lost profits, price erosion, unjust enrichment, and economic effects and harm associated with alleged misappropriation of trade secrets, copyright infringement, trademark infringement, breach of contract, and tortious interference with current and prospective business relations in case involving the servicing of automatic teller machines (ATMs).

Syngenta Crop Protection, LLC v. Willowood, LLC, Willowood USA, LLC, Willowood Azoxystrobin, LLC, and Willowood Limited

US District Court, Middle District of North Carolina (Case No. 1:15-cv-274)

Trial and deposition testimony and expert report: damages and prejudgment interest related to alleged patent and copyright infringement involving crop fungicide.

• American Society for Testing and Materials d/b/a ASTM International; National Fire Protection Association, Inc.; and American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. v. Public.Resource.org, Inc.

United States District Court for the District of Columbia (Case No. 13-cv-01215-TSC)
Deposition testimony and expert report: harm and public interest involving copyrights and trademarks covering standards incorporated by reference into law.

Complex Systems, Inc. v. ABN AMRO Bank N.V.

United States District Court, Southern District of New York (Case No. 08-cv-7497)
Deposition testimony and expert report: revenues and profits involving copyrighted trade finance software.

- Shepard Fairey and Obey Giant Art, Inc. v. The Associated Press v. Shepard Fairey; Obey Giant Art, Inc.; Obey Giant LLC; Studio Number One, Inc.; and One 3 Two, Inc. United States District Court, Southern District of New York (Case No. 09-01123(AKH))
 Deposition testimony and expert report: fair use, damages and profits involving copyrighted photograph of President Obama.
- CA, Inc.; Computer Associates Think, Inc.; Platinum Technology International, Inc.; and Platinum Technology IP, Inc., v. Rocket Software, Inc.

 United States District Court, Eastern District of New York (Case No. 07-CV-1476 (ADS)(MLO)

 Deposition testimony and expert report: lost profits, unjust enrichment, price erosion and prejudgment interest involving copyrights and trade secrets related to DB2 software tools.
- Alpha International, Inc. v. General Foam Plastics Corp. United States District Court, Eastern District of North Carolina (Case No. 4:01-CV-142-H(3)) Deposition testimony and expert report: copyright infringement, trademark infringement, conversion and unjust enrichment involving bowling pin sets and ride-on toys.
- Insight Development Corp. v. <u>Hewlett-Packard Co.</u>
 United States District Court, Northern District of California (Case No. C 98 3349 CW)
 Deposition testimony and expert report: damages and profits associated with alleged contract breaches, patent, copyright and trade secret misappropriation/infringement and unfair competition involving digital image processing and transmission, including that over the internet.
- First National Bank of Omaha v. Three Dimensions Systems Products, Inc.
 United States District Court, District of Nebraska (Case No. 8:98CV569)
 Trial and deposition testimony and expert report: damages and profits associated with an alleged contract breach and copyright infringement involving financial services software.
- Leslie Atkins v. Benson J. Fischer, et al.

United States District Court, District of Columbia (Case No. 1:98CV00800)

Deposition testimony and expert report: damages and profits associated with copyright infringement covering beer label and packaging designs.

Wrench LLC v. Taco Bell Corp.

United States District Court, Southern District of Michigan (Case No. 1:98-CV-45)
Trial and deposition testimony and expert report: unjust enrichment and actual damages involving chihuahua promotional campaign.

DSC Communications Corp. v. DGI Technologies, Inc.

United States District Court, Northern District of Texas (Case No. 3:94-CV-1047)
Trial testimony and expert report: reasonable royalty involving copyrights, trade secrets and unfair competition over telecommunications switching equipment.

Breach of Contract Cases

- In re: Windstream Holdings, Inc., et al. (Debtors); Windstream Holdings, Inc., et al. v. Charter Communications, Inc. and Charter Communications Operating, LLC

 United States Bankruptcy Court, Southern District of New York (Chapter 11, Case No. 19-22312 (RDD); Adv. Pro. No. 19-08246 (RDD))

 Deposition testimony and expert report: lost profits and increased costs associated with alleged violations of the Lanham Act and other similar state statutes, breach of contract, violation of the Bankruptcy Code's automatic stay, and equitable subordination involving alleged false advertising campaign.
- <u>JELD-WEN, Inc.</u> v. John Ambruz and Global Strategic Partners LLC

 American Arbitration Association (Case No. 01-17-0007-0838)

 Hearing and deposition testimony and expert report: damages and reasonable royalty associated with alleged misappropriation of trade secrets and breach of contract involving the production of molded door skins.
- NCR Corporation v. Pendum LLC and Burroughs, Inc.

 United States District Court, Northern District of Georgia (Case No. 16-cv-04114-SCJ)

 Deposition testimony and expert report: damages associated with lost profits, price erosion, unjust enrichment, and economic effects and harm associated with alleged misappropriation of trade secrets, copyright infringement, trademark infringement, breach of contract, and tortious interference with current and prospective business relations in case involving the servicing of automatic teller machines (ATMs).
- MPEG LA, LLC v. <u>Toshiba American Information Systems</u>, Inc.
 Supreme Court of the State of New York, County of New York (Index No. 162716/2015)
 Deposition testimony and expert report: contract transfer and patent misuse involving patents directed to digital television standards.
- Cedars-Sinai Medical Center v. Quest Diagnostics Inc. and Quest Diagnostics Nichols Institute United States District Court, Central District of California, Western Division (Case No. 17-cv-5169-GW-FFM)
 Deposition testimony and expert report: damages associated with alleged misappropriation of trade secrets, breach of contract, and patent infringement involving diagnostic testing for irritable bowel syndrome (IBS).
- Western Enterprises, Inc. v. Buckeye Rubber & Packaging Co.; Freudenberg-NOK General Partnership, a/k/a Freudenberg-NOK Sealing Technologies, Inc.; and International Seal Company, Inc. Court of Common Pleas, Cuyahoga County, Ohio (Case No. 16-869179)
 Deposition testimony and expert report: damages associated with alleged breaches of contract, duty to indemnify, and negligence related to portable oxygen systems.
- Luminara Worldwide, LLC v. Shenzhen Liown Electronics Co., Ltd, Central Garden and Pet Co., et al.; Shenzhen Liown Electronics Co., Ltd, Central Garden and Pet Co. v. Luminara Worldwide, LLC, et al.; and Luminara Worldwide, LLC v. Shenzhen Liown Electronics Co., Ltd and Central Garden and Pet Co., et al.

United States District Court, District of Minnesota (Case Nos. 14-cv-03103 (SRN/FLN) and 15-cv-03028 (SRN/FLN))

Deposition testimony and expert reports: damages associated with alleged patent infringement and breach of contract, and unjust enrichment associated with breach of non-disclosure agreement and use of trade secrets, related to flameless candle technology and distribution.

• Red Online Marketing Group LP, d/b/a 50onRED v. Revizer Ltd., d/b/a Ad Force Technologies, Ltd., and Revizer Technologies, Ltd.

United States District Court, Eastern District of Pennsylvania (Case No. 14-1353)

Deposition testimony and expert report: damages associated with alleged misappropriation of trade secrets, breach of contract, and unfair competition (Lanham Act violations) involving internet monetization products.

Luminara Worldwide, LLC v. Shenzhen Liown Electronics Co., Ltd.

State of Minnesota District Court, County of Hennepin Fourth Judicial District (Case No. 27-CV-14-16085)

Deposition testimony and expert report: damages associated with alleged breaches of contract and duty of good faith and fair dealing related to agreements to manufacture flameless candles.

- ABS Holdings, Ltd. and ABS Global, Ltd. v. KT Corporation and KTSAT Corporation
 International Court of Arbitration of the International Chamber of Commerce
 Arbitration hearing testimony and expert declaration: damages associated with alleged breaches of contract involving the sale and on-going operations of a satellite.
- Bayer CropScience AG and Bayer CropScience NV v. Dow AgroSciences LLC, Mycogen Plant Science Inc., Agrigenetics, Inc. d/b/a Mycogen Seeds LLC, and Phytogen Seed Company, LLC International Chamber of Commerce (Case No. 18892/VRO /AGF)
 Arbitration hearing testimony and expert report: damages associated with alleged breach of contract and patent infringement involving genetically modified seed.
- Immunomedics Inc. v. Nycomed GmnH (n/k/a Takeda GmbH), Takeda Pharmaceutical Company Limited, and Takeda Pharmaceuticals International, Inc.

 International Center for Dispute Resolution

 Arbitration hearing testimony and expert report: diminution of value associated with the delayed/failed development of a monoclonal antibody drug to treat various autoimmune diseases.
- Avocent Redmond Corp. v. Raritan Americas, Inc.

 United States District Court, Southern District of New York (Case No. 10-cv-6100 (PKC)(JLC))

 Deposition testimony and expert report: lost profits, lost royalties, reasonable royalty and prejudgment interest involving a patent and contract directed to software and hardware products and technologies that provide connectivity and centralized management of IT infrastructure through KVM
- General Assurance of America, Inc. v. <u>Overby-Seawell Company</u> United States District Court, Eastern District of Virginia, Alexandria Division (Case No. 1:11CV483) Deposition testimony and expert report: damages and profits associated with obligations arising from a contract involving specialized insurance products.
- Frontline Placement Technologies, Inc. v. CRS, Inc. United States District Court, Eastern District of Pennsylv

United States District Court, Eastern District of Pennsylvania (Case No. 2:07-CV-2457)
Deposition testimony and expert report: lost profits, lost royalties, reasonable royalty and prejudgment interest involving a patent and contract directed to automated substitute fulfillment software.

• Amkor Technology, Inc. v. Tessera, Inc.

switches.

International Chamber of Commerce, International Court of Arbitration (Case No.166531/VRO Arbitration hearing and deposition testimony and expert report: royalty payments due under a contract directed to semiconductor packaging technology.

Max-Planck-Gesellschaft zur Förderung der Wissenschaften E. V.; Max-Planck-Innovation GmbH; and Alnylam Pharmaceuticals, Inc. v. Whitehead Institute for Biomedical Research; Massachusetts Institute of Technology; and the Board of Trustees of the University of Massachusetts

United States District Court, District of Massachusetts (Case No. 2009-11116-PBS)

Deposition testimony and expert report: damages and profits associated with contracts covering the transfer and sharing of RNAi technology.

YSL Beauté v. Oscar de la Renta, Ltd.

American Arbitration Association (Case No. 13 133 01389 08)

Arbitration hearing testimony and expert report: damages associated with alleged breach of contract and trademark infringement involving cosmetics, fragrances and beauty products.

IMTEC Imaging LLC v. CyberMed, Inc.

JAMS Arbitration (Reference No.1410005418)

Arbitration hearing and deposition testimony and expert report: lost profits and development costs associated with the alleged breach of a contract involving a software license agreement directed to cone beam computed tomography machines used in dental applications.

• Biosynexus, Inc. v. Glaxo Group Limited and MedImmune, Inc.

New York Supreme Court, County of New York (Case No. 604485/05)

Deposition testimony and expert report: diminution of value associated with the delayed/failed development of a pediatric anti-infective drug.

• Indiana Mills & Manufacturing, Inc. v. Dorel Industries, Inc.

United States District Court, Southern District of Indiana (Case No. 1:04-CV-1102)

Deposition testimony and expert report: damages and profits associated with alleged contract breach and patent infringement involving technology directed to automobile child restraint systems.

• ETEX Corp. v. Medtronic, Inc.; Medtronic International Limited; and Medtronic Sofamor Danek, Inc.

CPR Institute for Dispute Resolution

Arbitration hearing and deposition testimony and expert report: lost revenues and profits associated with alleged contractual breaches and antitrust violations involving spinal implant materials.

- Audiotext International, Ltd. and New Media Group, Inc. v. Sprint Communications Co., L.P. United States District Court, Eastern District of Pennsylvania (Case No.03-CV-2110)
 Deposition testimony and expert report: non-delivery damages involving contracts covering resale of telecommunications services.
- Medtronic Sofamor Danek, Inc. v. Gary K. Michelson, M.D. and Karlin Technology, Inc. United States District Court, Western District of Tennessee (Case No. 01-2373 GV)
 Trial and deposition testimony and expert report: damages and profits associated with alleged contractual breaches, tortious interference and intentional negligent representations involving spinal implants.

Honeywell International, Inc. and GEM Microelectronic Materials LLC v. <u>Air Products and</u> Chemicals, Inc. and Ashland, Inc.

Delaware Chancery Court, County of New Castle (Case No.20434-NC)

Trial and deposition testimony and expert report: lost profits associated with alleged contractual breach and tortious interference as well as irreparable harm inquiry involving a strategic alliance to provide electronic chemicals, gases and services to the semiconductor industry.

Christopher Karol; and Karol Designs, LLC v. Burton Corp.

United States District Court, District of Vermont (Case No. 1:01-CV-178)

Deposition testimony and expert report: reasonable royalty and disgorgement of profits involving trade secrets and an NDA directed to snowboard boot and binding technology.

• Interactive Return Service, Inc. v. <u>Virginia Polytechnic Institute and State University</u>, et al. Circuit Court for the City of Richmond (Case No.LM-870-3) Deposition testimony: lost profits and lost licensing fees involving contracts to develop interactive/return path communications.

• City of Hope National Medical Center v. Genentech, Inc.
Superior Court, State of California, County of Los Angeles (Case No. BC215152)
Deposition testimony and expert report: damages associated with alleged breach of contract involving license fees for use of recombinant DNA technology.

• Igen International, Inc. v. Roche Diagnostics GmbH United States District Court, Southern Division of Maryland (Case No. PJM 97-3461) Trial and deposition testimony and expert report: damages and profits associated with an alleged breach of contract involving electrochemiluminescent detection technology used in DNA probe and immunoassay kits.

- Trimless-Flashless Design, Inc. v. Augat, Inc.; Thomas & Betts Corp.; Tyco International, Ltd. United States District Court, Eastern District of Virginia (Case No.CA00-245-A)

 Trial and deposition testimony and expert report: damages and profits associated with alleged breach of contract and misappropriation of trade secrets involving metallized particle interconnects used to connect microprocessors with mother boards.
- New Industries Co. (Sudan) Ltd. v. PepsiCo, Inc.

 American Arbitration Association (Case No. 50 T 114 00001 95)

 Arbitration hearing testimony and expert report: damages and profits associated with breaches of PepsiCo franchise agreement.
- Insight Development Corp. v. Hewlett-Packard Co.

 United States District Court, Northern District of California (Case No. C 98 3349 CW)

 Deposition testimony and expert report: damages and profits associated with alleged contract breaches, patent, copyright and trade secret misappropriation/infringement and unfair competition involving digital image processing and transmission, including that over the internet.
- First National Bank of Omaha v. Three Dimensions Systems Products, Inc.

 United States District Court, District of Nebraska (Case No. 8:98CV569)

 Trial and deposition testimony and expert report: damages and profits associated with an alleged contract breach and copyright infringement involving financial services software.
- Computer Aid v. <u>Hewlett-Packard</u> United States District Court, Eastern District of Pennsylvania (Case No. (C-96-3085 (MHP)) Deposition testimony and expert report: appropriate discount rate and prejudgment interest rate involving a failed software development contract.
- Wrench LLC v. Taco Bell Corp.
 United States District Court, Southern District of Michigan (Case No. 1:98-CV-45)
 Trial and deposition testimony and expert report: unjust enrichment and actual damages involving chihuahua promotional campaign.
- Kabushiki Kaisha Izumi Seiko Seiskusho v. Windmere Corp. et al. United States District Court, Southern District of Florida (Case No. 94-0803-CIV-MOORE) Deposition testimony and expert declaration: lost revenues and lost profits in a breach of contract, fraud and antitrust case involving rotary shavers.

Antitrust Cases

• Rambus Inc., v. Micron Technology, Inc.

California Superior Court, County of San Francisco (Case No. 04-431105)
Deposition testimony and expert report: lost revenues and profits associated with alleged antitrust violations related to DRAM technology.

• ETEX Corp. v. Medtronic, Inc.; Medtronic International Limited; and Medtronic Sofamor Danek, Inc.

CPR Institute for Dispute Resolution

Arbitration hearing and deposition testimony and expert report: lost revenues and profits associated with alleged contractual breaches and antitrust violations involving spinal implant materials.

Kabushiki Kaisha Izumi Seiko Seiskusho v. Windmere Corp. et al.

United States District Court, Southern District of Florida (Case No. 94-0803-CIV-MOORE) Deposition testimony and expert declaration: lost revenues and lost profits in a breach of contract, fraud and antitrust case involving rotary shavers.

DSC Communications Corp. v. DGI Technologies, Inc.

United States District Court, Northern District of Texas (Case No. 3:94-CV-1047)
Trial testimony and expert report: reasonable royalty involving copyrights, trade secrets and unfair competition over telecommunications switching equipment.

Travelers Express Co. Inc. v. <u>The Standard Register Co.</u>

United States District Court, District of Minnesota (Case No. 4-93-436)

Deposition testimony and expert report: lost profits, reasonable royalty, patent misuse and prejudgment interest involving patents directed to money order dispensers.

General Tort Cases

- In re: Windstream Holdings, Inc., et al. (Debtors); Windstream Holdings, Inc., et al. v. Charter Communications, Inc. and Charter Communications Operating, LLC

 United States Bankruptcy Court, Southern District of New York (Chapter 11, Case No. 19-22312 (RDD); Adv. Pro. No. 19-08246 (RDD))

 Deposition testimony and expert report: lost profits and increased costs associated with alleged violations of the Lanham Act and other similar state statutes, breach of contract, violation of the Bankruptcy Code's automatic stay, and equitable subordination involving alleged false advertising campaign.
- NCR Corporation v. Pendum LLC and Burroughs, Inc.

 United States District Court, Northern District of Georgia (Case No. 16-cv-04114-SCJ)

 Deposition testimony and expert report: damages associated with lost profits, price erosion, unjust enrichment, and economic effects and harm associated with alleged misappropriation of trade secrets, copyright infringement, trademark infringement, breach of contract, and tortious interference with current and prospective business relations in case involving the servicing of automatic teller machines (ATMs).
- Western Enterprises, Inc. v. Buckeye Rubber & Packaging Co.; Freudenberg-NOK General Partnership, a/k/a Freudenberg-NOK Sealing Technologies, Inc.; and International Seal Company, Inc. Court of Common Pleas, Cuyahoga County, Ohio (Case No. 16-869179)
 Deposition testimony and expert report: damages associated with alleged breaches of contract, duty to indemnify, and negligence related to portable oxygen systems.

General Assurance of America, Inc. v. Overby-Seawell Company

United States District Court, Eastern District of Virginia, Alexandria Division (Case No.1:11CV483) Deposition testimony and expert report: damages and profits associated with obligations arising from a contract involving specialized insurance products.

The Osage Tribe of Indians of Oklahoma v. The United States of America

United States Court of Federal Claims (Case No. 99-550 L (into which is consolidated No. 00-169L))
Deposition testimony and expert declaration: present value interest from unpaid oil royalties.

Biosynexus, Inc. v. Glaxo Group Limited; and MedImmune, Inc.

New York Supreme Court, County of New York (Case No. 604485/05)

Deposition testimony and expert report: diminution of value associated with the delayed/failed

development of a pediatric anti-infective drug.

Bavarian Nordic A/S and Anton Mayr v. Acambis, Inc.

directed to vaccines.

United States District Court, District of Delaware (Case No. 05-614-SLR)

Deposition testimony and expert report: unjust enrichment and value of property associated with tortious conversion, unfair trade practices and unfair competition involving proprietary technology

Alpha International, Inc. v. General Foam Plastics Corp.

United States District Court, Eastern District of North Carolina (Case No. 4:01-CV-142-H(3))
Deposition testimony and expert report: copyright infringement, trademark infringement, conversion and unjust enrichment involving bowling pin sets and ride-on toys.

• Medtronic Sofamor Danek, Inc. v. Gary K. Michelson, M.D. and Karlin Technology, Inc.

United States District Court, Western District of Tennessee (Case No. 01-2373 GV)
Trial and deposition testimony and expert report: damages and profits associated with alleged contractual breaches, tortious interference and intentional negligent representations involving spinal implants.

Honeywell International, Inc. and GEM Microelectronic Materials LLC v. <u>Air Products and</u> Chemicals, Inc. and Ashland, Inc.

Delaware Chancery Court, County of New Castle (Case No. 20434-NC)

Trial and deposition testimony and expert report: lost profits associated with alleged contractual breach and tortious interference as well as irreparable harm inquiry involving a strategic alliance to provide electronic chemicals, gases and services to the semiconductor industry.

Interactive Return Service, Inc. v. Virginia Polytechnic Institute and State University, et al.

Circuit Court for the City of Richmond (Case No.LM-870-3)

Deposition testimony: lost profits and lost licensing fees involving contracts to develop interactive/return path communications.

• Omega Engineering, Inc. v. Cole-Parmer Instrument Co.; Davis Instrument Manufacturing Co., Inc.; Dwyer Instruments, Inc.; and Raytek Corp.

United States District Court, District of Connecticut (Case Nos.3:98 CV 00733 (JCH), 3:98 CV 02052 (JCH) and 3:98 CV 02276 (JCH))

Trial and deposition testimony and expert report: lost profits, reasonable royalty and prejudgment interest involving patents and alleged unfair competitive practices directed to portable infrared thermometers.

• The University of Colorado Foundation Inc., et al. v. American Cyanamid Co.

United States District Court, District of Colorado (Case No.93-K-1657)

Trial and deposition testimony and expert report: measure and amount of prejudgment interest in a patent infringement, fraud and unjust enrichment case covering prenatal vitamin formulations.

• Hunter Group, Incorporated v. Susan Smith, et al.

United States District Court, District of Maryland (Case No. 97-2218)
Trial and deposition testimony and expert report: lost enterprise value and lost profits associated with improper solicitation of enterprise resource planning software trainers.

William Aramony v. United Way of America et al.

United States District Court, Southern District of New York (Case No. 96 Civ. 3962 (SAS))
Trial testimony and expert report: lost contributions and out-of-pocket losses surrounding the departure of United Way of America president.

Fox v. Fox

State of Virginia, Circuit Court, Arlington County (Chancery No. 96-80)
Trial testimony (proffered) and expert report: prospective valuation of a patent portfolio involving lasers used for lithotripsy and angioplasty.

AutoNation, Inc. v. Acme Commercial Corp., et al. (CarMax)

United States District Court, Southern District of Florida (Case No. 96-6141)
Trial and deposition testimony and expert report: reasonable royalty associated with trademark infringement and unfair competition in the auto superstore business.

International Trade Cases

- In the Matter of Certain Magnetic Data Storage Tapes and Cartridges Containing the Same (Sony Corporation, Sony Corporation of America, and Sony Electronics, Inc. (Respondents)) (International Trade Commission Inv. No. 337-TA-1012E)

 Deposition testimony and expert report: civil penalty associated with compliance with CDOs involving patents directed to certain magnetic data storage tapes and cartridges.
- In the Matter of Certain Magnetic Data Storage Tapes and Cartridges Containing the Same (II)
 (Sony Corporation, Sony Storage Media Solutions Corporation, Sony Storage Media
 Manufacturing Corporation, Sony DADC US, Inc., and Sony Latin America (Respondents))
 United States International Trade Commission (Inv. No. 337-TA-1076)
 Trial and deposition testimony and expert report: domestic industry, bond, and public interest issues involving patents directed to certain magnetic data storage tapes and cartridges.
- In the Matter of Certain Magnetic Data Storage Tapes and Cartridges Containing the Same (Sony Corporation, Sony Corporation of America, and Sony Electronics, Inc. (Respondents)) United States International Trade Commission (Inv. No. 337-TA-1012)

 Trial and deposition testimony and expert report: economic evaluation of FRAND, commercial success, bond, remedy, domestic industry, and public interest issues involving patents directed to certain magnetic data storage tapes and cartridges.
- In the Matter of Certain 3G Mobile Handsets and Components Thereof (Nokia (Respondent))

 United States International Trade Commission (Inv. No. 337-TA-613)

 Trial and deposition testimony and expert report: economic evaluation of whether proposed license terms for certain wireless devices are discriminatory under a FRAND obligation and economic evaluation of hold-up and reverse hold-up.
- In the Matter of Certain Sulfentrazone, Sulfentrazone Compositions, and Processes for Making Sulfentrazone (<u>FMC</u> (Complainant))

United States International Trade Commission (Investigation No. 337-TA-914)
Trial and deposition testimony and expert report: irreparable harm, balance of hardships, and public interest involving a patent directed to a crop herbicide.

- In the Matter of Certain Opaque Polymers (Organik Kimva (Respondent))

 United States International Trade Commission (Investigation No.337-TA-883)

 Deposition testimony and expert report: injury, independent economic valuation, and bond involving trade secrets used in the production of opaque polymers.
- In the Matter of Certain Wireless Devices with 3G and/or 4G Capabilities and Components Thereof (Nokia (Respondent))

 United States International Trade Commission (Investigation No.337-TA-868)

 Trial and deposition testimony and expert report: economic evaluation of whether proposed license terms for certain wireless devices are discriminatory under a FRAND obligation, and economic evaluation of hold-up and reverse hold-up.
- In the Matter of Certain Wireless Devices with 3G Capabilities and Components Thereof (Nokia (Respondent))

 United States International Trade Commission (Investigation No.337-TA-800)

 Trial and deposition testimony and expert report: economic evaluation of whether proposed license terms for certain wireless devices are discriminatory under a FRAND obligation.
- In the Matter of Certain Computing Devices with Associated Instruction Sets and Software (VIA Technologies, Inc., Centaur Technology, IP-First LLC (Complainants))

 United States International Trade Commission (Investigation No.337-TA-812)

 Trial and deposition testimony and expert report: economic evaluation of domestic industry issues associated with importation of certain computing devices.
- In the Matter of Certain Modified Vaccinia Ankara ("MVA") Viruses and Vaccines and Pharmaceutical Compositions Based Thereon (<u>Bavarian Nordic A/S</u> (Complainant)) United States International Trade Commission (Investigation No. 337-TA-550)

 Deposition testimony and expert report: domestic industry and injury involving patents and proprietary technology directed to vaccines.

Malpractice Cases

- TattleTale Portable Alarm Systems, Inc. v. Calfee, Halter & Griswold LLP, et al. United States District Court, Southern District of Ohio, Eastern Division (Case No. 2:10-CV-226) Deposition testimony and expert report: lost royalties associated with a law firm's negligence in handling a patent directed to portable alarm systems.
- Timothy Robinson and Whorl, LLC v. Cohen Mohr, LLP; Dan Duval; Perkins Coie, LLP; Perkins Coie, I.,P.C.; Perkins Coie, D.C.P.C.; and Perkins Coie, California, P.C. State of Virginia, Circuit Court of Fairfax County (Case No. CL-2009-080)

 Deposition testimony and expert report: lost value and prejudgment interest involving allegations of law firm's negligence in securing an interest in intellectual property directed to biometric payment technology.
- Frank Robertson and Cayvon, Inc. v. Nexsen Pruet Jacobs & Pollard, LLP

 South Carolina Common Pleas Court, Fifth Judicial Circuit, Richland (Case No. 2004-CP-40-5531)

 Deposition testimony: lost profits associated with a law firm's negligence in handling a patent directed to commercial nut-cracking machines.
- Anodyne Corp. v. Klaas, Law, O'Meara & Malkin
 State of Colorado District Court, City and County of Denver (Case No. 97-CV-7129)
 Trial testimony and expert report: lost licensing income and prejudgment interest associated with a law firm's negligence in filing a patent application directed to wrappable flashlights.

FRAND Cases

Audio MPEG, Inc., U.S. Philips Corporation, TDF SAS, and Institut Für Rundfunktechnik
 GmbH v. Dell, Inc.

United States District Court, Eastern District of Virginia, Norfolk Division (Case No. 1:15-CV-1674 AJT/TCB)

Deposition testimony and expert report: analysis of patent pool compliance with FRAND commitments and determination of FRAND-compliant royalties involving patents directed to the transmission and storage of digital audio files.

- In the Matter of Certain Magnetic Data Storage Tapes and Cartridges Containing the Same (Sony Corporation, Sony Corporation of America, and Sony Electronics, Inc. (Respondents)) United States International Trade Commission (Inv. No. 337-TA-1012)

 Trial and deposition testimony and expert report: economic evaluation of FRAND, commercial success, bond, remedy, domestic industry, and public interest issues involving patents directed to certain magnetic data storage tapes and cartridges.
- In the Matter of Certain 3G Mobile Handsets and Components Thereof (Nokia (Respondent))

 United States International Trade Commission (Inv. No. 337-TA-613)

 Trial and deposition testimony and expert report: economic evaluation of whether proposed license terms for certain wireless devices are discriminatory under a FRAND obligation and economic evaluation of hold-up and reverse hold-up.
- In the Matter of Certain Wireless Devices with 3G and/or 4G Capabilities and Components Thereof (Nokia (Respondent))

 United States International Trade Commission (Investigation No.337-TA-868)

Trial and deposition testimony and expert report: economic evaluation of whether proposed license terms for certain wireless devices are discriminatory under a FRAND obligation, and economic evaluation of hold-up and reverse hold-up.

 In the Matter of Certain Wireless Devices with 3G Capabilities and Components Thereof (Nokia (Respondent))

United States International Trade Commission (Investigation No.337-TA-800)
Trial and deposition testimony and expert report: economic evaluation of whether proposed license terms for certain wireless devices are discriminatory under a FRAND obligation.

EDITED BOOKS

• Eckstrom's Licensing in Foreign and Domestic Operations: The Forms and Substance of Licensing, (2012 – 2016).

ARTICLES

- "Patent Damages in US Courts: Overview of Current State of Play," (with Justin McLean, Carla Mulhern, and Robert Vigil), *IAM Yearbook 2019: Building IP Value in the 21st Century* (2018).
- "Introduction to Lost Profits," (with Robert Vigil and Michael Chapman), chapter in *Lost Profits Damages: Principles, Methods and Applications* (2017).
- "Assessing Commercial Success at the U.S. Patent Trial and Appeal Board," (with Robert Vigil), International In-House Counsel Journal (Summer 2015).

- * "Response to Rejoinder: Clearing Up the Confusion," (with Michael Chapman), *Law360* (IP, Technology, Appellate, and California Law360) (September 3, 2015).
- "Rebuttal: It's not an Inappropriate Reasonable Royalty Rule," (with Michael Chapman), *Law360* (IP, Technology, and California Law360) (August 24, 2015).
- "Problems With Hypothesizing a Reasonable Royalty Negotiation," (with Michael Chapman), *Law360* (IP Law360) (January 7, 2014).
- The Hypothetical Negotiation and Reasonable Royalty Damages: The Tail Wagging the Dog," (with Michael Chapman), *Stanford Technology Law Review* (Vol. 16 No. 3, Spring 2013).
- "The 25% Rule Lives On," (with Carla Mulhern and Michael Wagner), *Law360* (IP Law360) (September 8, 2010).
- "Patent Auctions: How Far Have We Come?" (with Robin Heider, Coleman Bazelon, Christine Bieri and Peter Hess), les Nouvelles, Journal of The Licensing Executives Society (March 2010) (article of the month).
- "The Economic Implications (and Uncertainties) of Obtaining Permanent Injunction Relief after eBay v. MercExchange," (with Douglas Ellis, Michael Chapman and Scott Oliver), *Federal Circuit Bar Journal* (Vol. 17 No. 4, 2008).
- * "Application of Game Theory to Intellectual Property Royalty Negotiations," (with Michael Chapman), *Licensing Best Practices: Strategic, Territorial and Technology Issues* (2006).
- "Book Review: The LESI Guide to Licensing Best Practices: Strategic Issues and Contemporary Realities," 21 Intellectual Property Law Newsletter 18 (Winter 2003).
- "Use of the 25 Per Cent Rule in Valuing IP," (with Robert Goldscheider and Carla Mulhern), 37 les Nouvelles, Journal of The Licensing Executives Society 123 (December 2002). Also in G. Smith and R. Parr, Intellectual Property: Valuation, Exploitation and Infringement Damages (2005).
- "Intellectual Property Valuation and *Hughes Aircraft v. The United States*: A Giant Leap for Mankind or Lost in Space?" (with Brett Reed), R. Parr, *Intellectual Property Infringement Damages: A Litigation Support Handbook, 1997 Cumulative Supplement* (1997).
- "Damages in Patent and Trademark Infringement," The Journal of Business Valuation (1995).
- "The Panduit Lost Profits Test After BIC Leisure v. Windsurfing," 3 The Federal Circuit Bar Journal 311 (Fall 1993) (with Erin Page). Also in 3 Bright Ideas The Newsletter of the Intellectual Property Law Section of the New York State Bar Association 36 (Spring, 1994).
- "The CAFC and its Patent Damages Awards," 1 *The University of Baltimore Intellectual Property Law Journal* 17 (1992).
- "Pre-tax Versus After-tax Patent Damages: Do the Courts Have It Right?" 74 Journal of the Patent and Trademark Office Society 938 (December 1992). Also in 7 Managing Intellectual Property 17 (March, 1993).
- Taxes and Lost Profits," 7 Commercial Damages Reporter, 177 (Iss. 6, Sept. 1992).
- "Considering Taxes in the Computation of Lost Business Profits," 25 Creighton L.R. 41 (1991).

SPEECHES/COURSES/PRESENTATIONS

- "Remedies," Guest Lecturer, Georgetown University Law Center, April 2012, April 2013, April 2014, April 2015, April 2016, April 2017, April 2018, and April 2019 (with John Taurman).
- "Patents, Innovation and Value," Guest Lecturer, University of Pennsylvania Law School, February 2019 (with David Abrams).
- "Sprint v. Time Warner Cable: Admissibility of Past Jury Verdicts in Damages Estimation," Intellectual Property Owners Association Damages and Injunctions Committee Monthly Call, December 2018 (with Mark Finkelstein).
- "Entire Market Value Rule: Finjan v. Exmark v. Power Integrations," 2018 Patent Damages Symposium, The Licensing Executive Society (Washington DC Chapter), September 2018 (with Stephen Crenshaw, Jennifer Vanderhart, Jeff Stec, and Stephen Holzen).
- "2018 Daubert Guideposts in Reasonable Royalty Estimation," Daubert Motion and Patent Challenges in the 2018 Landscape: Significant Trends and Updates, The Knowledge Group, September 2018 (with James Donohue).
- "TCL v. Ericsson: Non-Discrimination," TCL v. Ericsson FRAND Decision: Legal Implications, The Knowledge Group, September 2018 (with Alan Cox, Stephen Korniczky, and Mario Lopez).
- "Apportionment in Reasonable Royalty Cases," Reasonable Royalty Damages, Apportionment and Expert Opinions in Light of *Exmark* Case, The Knowledge Group, May 2018 (with Matthew Lynde, Russell Mangum III, and Joel Wacek).
- "Apportionment in Reasonable Royalty Cases," Apportionment in Patent Damages: What you Need to Know and Do, The Knowledge Group, March 2018 (with Daniel McGavock and John Scalf).
- "Post-Trial Remedies," What Is My Intellectual Property Worth: Issues That Make a Difference Inside and Outside the Courtroom, Inaugural IP Conference on Issues that Make A Difference, University of Arizona James E. Rogers College of Law, March 2018 (with Timothy Sendek).
- "Design Patent Damages Before Apple v. Samsung," Design Patent Damages: Hot Buttons in 2017 and Beyond, The Knowledge Group, July 2017 (with Barry Bell and Jeffery Stec).
- "Early Consideration of Patent Damages," The Sedona Conference Webinar, June 2017 (with Hon. John Love, Melissa Finocchio, and Andrea Weiss Jeffries).
- "Permanent Injunctive Relief," Recent Developments in Damages and Injunctions Law, IPO Damages & Injunctions Committee Conference, June 2017 (with Sarah Burstein, Mark Halligan, David Nelson, and Jenna Pellecchia).
- "U.S. Patent Landscape," The European Patent Market The Next Wave for Business? International In-House Counsel Journal 5th Annual Conference, March 2017 (With Anders Arvidsson, Mark Houghton, and Bruce Girvan).
- "The Conference on Patent Damages," University of Texas School of Law, February 2017 (with David Abrams, Elizabeth Balley, James Kearl, Shirley Webster, and Michael Risch).

- "2016 Patent Damages Daubert Opinions," The Evolving Landscape in the Calculation of Patent Damages Reasonable Royalties, The Knowledge Group, February 2017 (with Barry Bell, James McGovern, and Jeffery Stec).
- * "Commercial Success at the PTAB: 2016 Update," Strafford Publications CLE Webinar, September 2016 (with Michael Flibbert and Maureen Queler).
- * "Economic Perspectives on Recent Patent Damages Rulings," Silicon Valley Intellectual Property Law Association, May 2016 (with Michael Chapman).
- "Recent Developments in Reasonable Royalty Damages," Intellectual Property Owners Association Patent Damages Summit, May 2016 (with Charles Barquist, Douglas Melamed, Joseph Shear, and Karen Vogel Weil).
- "The Rise of the 'Footprint' Approach in Reasonable Royalty Damages: What's New in 2016," The Knowledge Group, February 2016 (with Lisa Cameron, Thomas Dunlap, Kevin Goldman, and Michael Padden).
- "Patent Infringement Reasonable Royalty Damages: Apportion the Increment?" Asian Pacific American Bar Association of Silicon Valley, November 2015 (with William Rooklidge, Michael Chapman, and Richard Eichmann).
- "Patent Enforcement," Guest Lecturer, George Washington University Law School, September 2015 (with Chuck Donohoe), September 2016.
- "Commercial Success at the PTAB," Strafford Publications CLE Webinar, August 2015 (with Michael Flibbert and Maureen Queler).
- "Patent Damages Developments in the US," International Intellectual Property Law Association Global IP Summit, July 2015 (with Iain Connor and Ronald Courtney).
- "WG9 Panel: Development of a Preliminary Compensatory Damages Contentions (PCDCs) Process, Including the Drafting of Local Patent Damages Rules," The Sedona Conference WG9 and WG10 Joint Midyear Meeting, May 2015 (with Marta Beckwith, Cathy Bissoon, Melissa Finocchio, Andrea Weiss Jeffries, and James Morando).
- "Commercial Success at the PTAB," IPO Chat Channel Webinar, March 2015 (with Michael Flibbert and Pradeep Chintagunta).
- "WG9 Panel: Commentary on Development of Local Patent Rules for the Exchange of Preliminary Compensatory Damages Contentions (PCDCs)," The Sedona Conference All-Voices Meeting, November 2014 (with Marta Beckwith, Cathy Ann Bencivengo, John Desmarais, and Melissa Finocchio).
- "Patent Damages: How to Build a Case Now," IPO Chat Channel Webinar, October 2014 (with Paul Grewal and Gary Hoffman).
- "WG9 Commentary on Patent Damages and Remedies," The Sedona Conference Webinar, October 2014 (with Gary Hoffman, Michael Brody, Rachel Krevans, and William Rooklidge).
- "Economic Testimony in IP Litigation," Inside Counsel Spotlight, August 2014.

- "The Evolution of License Comparability in the Estimation of Reasonable Royalty Damages," West Legal Education Center Webinar, July 2013 (with Carla Mulhern).
- "Georgia-Pacific and the Hypothetical Negotiation: Is the Tail Wagging the Dog?" Licensing Executives Society Washington DC Chapter Meeting, May 2012 (with Michael Chapman).
- "Early Evaluation of Damages in Patent Trials," IPO Chat Channel Webinar, February 2012 (with Peter Armenio and Rachel Krevans).
- "Evolving IP Value: Recent Developments in Damages and Licensing," Top IP Retreat 2011, September 2011 (with Michael Wagner).
- "Intellectual Property Valuation," WIPO Summer School on Intellectual Property, USPTO, August 2011 (with Daria Killebrew).
- "Patent Infringement: Calculating Royalty Damages in a Post-Uniloc World," Strafford Publications Webinar, March 2011 (with Paul Michel, George Pappas, and Carla Mulhern).
- "Uniloc v. Microsoft: The Decision and Its Impact on IP Valuation," Licensing Executives Society Hot Topic Webinar, January 2011 (with Michael Lasinski, Justin Nelson, and Mohan Rao).
- "Patent Reform Update," The District of Columbia Bar, January 2011 (with Paul Michel, Cheryl Miller, and Jason Everett).
- "Reasonable Royalties and Apportionment of Value," CalCPA Education Foundation, IP Damages Institute 2010, November 2010 (with Michael Wagner, Karen Vogel Weil, and William Rooklidge).
- "What is a Trademark Worth?," Stifel Retail Summer School at Columbia Business School, August 2010.
- "Economics of False Patent Marking," BNA Webinar and Audioconferences, Recent Developments in the Law and Economics of False Patent Marking, July 2010 (with Anthony Roth and John Browning).
- "Economic Implications of Patent Reform," Georgetown University McDonough School of Business, Center for Business and Public Policy; McKool Smith; and Analysis Group, Patent Reform 2010: What Shape Will it Finally Take?, June 2010 (with Paul Michel, Bernard Cassidy and Brian Riopelle).
- "Patent Auctions: How Far Have We Come?," Licensing Executives Society Annual Meeting (Workshop 3-U), October 2009 (with Robin Heider).
- "Creating a Bullet-Proof Damages Case from Day One," Minnesota's CLE's First Litigation Advocacy Institute: Winning Before Trial, June 2009.
- "Permanent Injunction: An Economist's Perspective," Strategies for Managing Intellectual Property Litigation Summit, February 2007.
- "Providing Effective Royalty Testimony," Licensing Executives Society / Association of University Technology Managers Spring Meeting, May 2006 (with Carla Mulhern and Lisa Pirozzolo).
- "Intellectual Property Damages From An Economist's Perspective," The District of Columbia Bar, Trade Secrets Section, November 2005 (with Carla Mulhern, Abram Hoffman and Michael Morin).

- "Valuation and Taxation Roundtable Discussion -- Hands on Application of Valuation Tools," Licensing Executives Society Winter Meeting, February 2005 (with Serge-Alain Wandji).
- * "Valuation and Pricing of IP," Association of University Technology Managers Annual Meeting (Educational Track ED1), February 2005 (with Ashley Stevens, Jennifer Hartt and Andrew Maslow); Licensing Executives Society DC Chapter Meeting, February 2005.
- "Ingredients of a Damages Study," Law Seminars International, Calculating and Proving Patent Damages, October 2004.
- "Current Topics in Technology Valuation," Association of University Technology Managers Annual Meeting (Educational Track ED1), March 2004.
- "Creative Thinking on Remedies," Law Seminars International, Trademarks Transactions and Litigation Workshop, July 2003.
- "Industry Royalty Rates and Profitability: An Empirical Test of the 25% Rule," Licensing Executives Society Annual Meeting (Workshop 3-L), October 2001 (with Carla Mulhern and Robert Vigil).
- "Patent vs. Trade Secret Protection after 18-Month Publication and Festo--Monetary Relief," Licensing Executives Society Annual Meeting (Workshop 2-M), October 2001 (with Griffith Price, Jr., John Williamson and Robert Payne).
- "The Design-Around Defense in Lost Profits Litigation," Patent Lawyers Club of Washington, May 2000.
- "Use of the 25% Rule in Valuing Intellectual Property," Center for Continuing Education, Santa Clara, California, December 1999.
- "Extracting Value from Intellectual Assets: Valuation," INTX Seminar -- On the Frontier of Intellectual Asset Management: The Strategic Management of Intellectual Assets, November 1999.
- "Internet Patents Monetary Remedies," American Intellectual Property Law Association Mid-winter Meeting IP Law in Cyberspace, February 1999 (with R. Jeffrey Malinak).
- "Industry Royalty Rates and Profitability: An Empirical Test of the 25% Rule," Licensing Executives Society Annual Meeting (Workshop 3-11), October 1998 (with Carla Mulhern).
- "Royalty Rates and Awards with Patent Infringement Cases: 1916-1996," Licensing Executives Society Annual Meeting (Workshop G3), November 1997.
- "Valuation of Technology," Technology Transfer Society Annual Meeting, July 1997.
- "The Valuation and Licensing of Intellectual Property," Launchspace, December 1996 (with Robert Goldscheider).
- "Quantifying and Valuing Royalties for Intellectual Property," The 5th Intellectual Property Institute for Corporate Counsel, May 1996.
- "Taxes and Damages," CPA/Lawyer Relations Committee, DC Institute of CPAs -Legal and Financial Implications of Damages in Litigation, October 1995.

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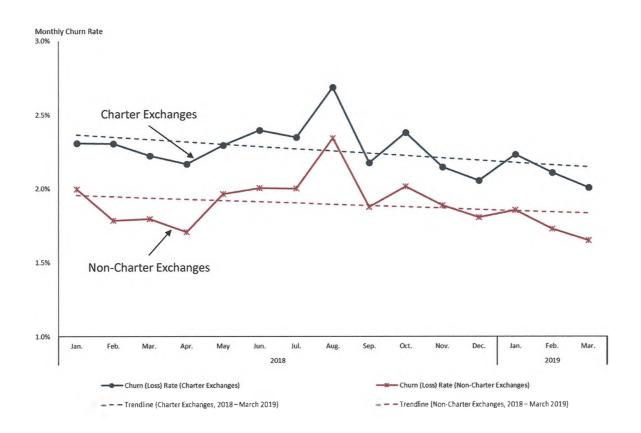
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- "Estimating Lost Profits in Commercial Litigation," Maryland Association of Certified Public Accountants, Litigation Support Service Conferences, May 1995.
- "Damages in Patent and Trademark Infringement," Joint American Society of Appraisers and Canadian Institute of Chartered Business Valuators meeting, November 1994.

TAB 2

Tab 2

Parallel Trend Analysis



TAB 3

Tab 3

Windstream's Churn Rates

	Before Charter Campaign	After Charter Campaign	Difference
Charter Exchanges	11.88%	12.58%	0.70%
Non-Charter Exchanges	10.05%	10.36%	0.32%
Difference	1.83%	2.22%	0.38%

TAB 4

Tab 4

Windstream Lost Profits

Lost Profits	\$3.2 -	\$5.1 Million
Profit Margin	×	59.2% – 94.5%
Lost Revenues		\$5.4 Million
Months of Loss	×	50
Monthly Revenues / Customer	×	\$77.63
Lost Customers		1,386
Windstream Customers	×	360,865
Increased Churn (Turnover)		0.38 %

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Debtor

Defendants' Designations and Counter Designations
Debtor Counter Designations

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

IN RE:

CHAPTER 11

WINDSTREAM HOLDINGS, INC., CASE NO. 19-22312(RDD)

ET AL,

Debtors.

WINDSTREAM HOLDINGS, INC., ET AL, Plaintiffs,

vs.

ADV. PROC. NO. 19-08246(RDD)

CHARTER COMMUNICATIONS, INC. AND CHARTER COMMMUNICATIONS OPERATING, LLC, Defendants.

ORAL DEPOSITION OF LEWIS LANGSTON

TAKEN BEFORE Garold W. Pritsch, Certified Court Reporter, LS Certificate No. 329, Bushman Court Reporting, 620 West Third Street, Suite 302, Little Rock, Arkansas 72201 on May 1st, 2019 at Windstream Holdings, Inc., 4001 North Rodney Parham Road, Building 3, Little Rock, Arkansas commencing at 9:25 a.m.

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2	MS. TAMI K. SIMS, Attorney at Law	2	Page
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3	2029 Century Park East, Suite 2600	4	Examination by Ms. Sims 122
	Los Angeles, California 90067; and	5	Further Examination by Mr. Kingston 180
4	AD THE WENT OF BEING	6	Exhibit 1 Amended Notice of Deposition 11
_	MR. T. KENT SMITH, Attorney at Law		Pursuant to FRCP 30(b)(6) of
5	Windstream Holdings, Inc.	7	Windstream Holdings, Inc.
6	4001 North Rodney Parham Road Little Rock, Arkansas 72212	8	Exhibit 2 Affidavit of Lewis Langston in 42
7	*** For the Plaintiffs ***		Support of Debtors' Motion for a
8	MR. JOHN S. KINGSTON, Attorney at Law	9	Temporary Restraining Order,
	Thompson Coburn	_	Preliminary Injunction and other
9	505 North 7th Street, Suite 2700	10	equitable Relief against Charter
	St. Louis, Missouri 63101	-	Communications, Inc. and Charter
10		11	Communications Operating, LLC
	*** For the Defendants ***	12	Exhibit 3 Call Notes Account 091809961 94
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	MS. JOCELYN E. GREER, Attorney at Law		
12	Morrison & Foerster	14 15	Exhibit 5 Call Notes Account 061914668 97 Exhibit 6 Call Notes Account 002820725 99
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13	New York, New York 10019	17	Exhibit 8 Call Notes Account 060896163 100 Exhibit 8 Call Notes Account 061811169 101
14 15	*** For the Unsecured Creditors *** ALSO PRESENT:	18	Exhibit 9 Call Notes Account 061811169 101 Exhibit 9 Call Notes Account 062223720 101
12	ALSO PRESENT: Mr. Sims, Videographer	18	Exhibit 9 Call Notes Account 062223720 101 Exhibit 10 Call Notes Account 062864311 102
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25	Mr. Patterson and Ms. Brauchler	25	

Page 7 Page 6 ANSWERS AND DEPOSITION OF LEWIS LANGSTON, a witness 1 EXAMINATION produced at the request of Defendants, taken in the above 2 MR. SIMS: We are on the audio and video styled and numbered cause on the 1st of May, 2019, before 3 record. Today's date is May the 1st, 2019. Garold W. Pritsch, Certified Court Reporter, LS 4 The time is approximately 9:25 a.m. Certificate No. 329, a Notary Public in and for Garland 5 This is the videotaped deposition of County, Arkansas, taken at the offices of Windstream 6 Lewis Langston. 7 Holdings, Inc., 4001 North Rodney Parham Road, Building This is the case of Windstream Holdings, 8 3, Little Rock, Arkansas at 9:25 a.m. Incorporated, et al, versus Charter LEWIS LANGSTON 9 Communications, Incorporated. 10 10 The witness hereinbefore named, having been duly My name is John Sims. I'm a videographer 11 cautioned and sworn or affirmed to tell the truth, the 11 out of Little Rock, Arkansas. whole truth, and nothing but the truth, testified as 12 12 Will counsel please make a record of your 13 13 follows appearance? 14 14 MR. KINGSTON: This is John Kingston on 15 behalf of defendants Charter Communications, 16 Inc. and Charter Communications Operating, LLC. 17 MS. SIMS: Tami Sims, Katten Muchin 17 18 Rosenman, on behalf of all plaintiffs of 18 19 Windstream, et al. 19 20 MR. SMITH: Kent Smith, in-house counsel 20 21 for Windstream. MS. GREER: Jocelyn Greer, Morrison & 22 2.2 23 Foerster on behalf of proposed intervenors, 23 24 unsecured creditors pending. 24 25 (The witness was sworn.) Page 9 Page 8 BY MR. KINGSTON: 1 Q. Sure. Mr. Langston, can you think of any reason Q. Mr. Langston, can you state and spell your name for 2 why either that first or second deposition that you've 3 the record, sir? 3 described to me has any bearing on the stuff that we're A. Lewis, L-E-W-I-S, last name is Langston, 4 fussing about in this lawsuit? L-A-N-G-S-T-O-N. 5 A. It does not. Q. Mr. Langston, have you ever been deposed before? 6 Q. Sir, since it's been a while since your last Yes, I have. 7 deposition, I think it might be a good idea for us to 8 How many times? review the ground rules. Is that okay if we do that? 9 A. Sure. 9 A. Approximately twice. When was the last time that you were deposed, sir? 10 We're recording your testimony just as if you were 10 11 11 Nine years ago. testifying in a court of law in the adversary proceeding 12 that's currently pending in the Bankruptcy Court in the 12 What was the context of that deposition? 13 United States District Court for the Southern District of 13 It was a class action lawsuit against Verizon 14 New York. I'm going to ask you a series of questions, 14 Wireless related to slamming of services 15 and Mr. Pritsch is going to record both my questions and At that time were you employed by Verizon? 15 16 16 A. No, it was shortly after my departure from Verizon your answers. 17 Do you understand that, sir? 17 18 18 Q. And when were you deposed prior to being deposed in 19 Q. And you're under oath, just like you were in a --19 relation to that class action lawsuit involving Verizon? in a court of law? 20 A December of 2009 2.0 21 Yes. Q. What was the context of that deposition? 21 2.2 Q. And you're doing a great job of this, and I will 22 A. That was a proposed TRO against me by Verizon 23 probably screw it up, but because Mr. Pritsch is writing 23 24 down everything that we say, it would be helpful if we 24 Q. Is that like a noncompetition thing? 25 don't talk over each other. 25 It was a proposed noncompetition.

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1	A. I will try my best.	1	that at any time. Do you understand, sir?
2	Q. And I'll do the same, and I'll bet you at the end	2	A. Yes.
3	of the day that I'm worse at it.	3	Q. You can take a break any time you want. All that I
4	One of the most important instructions is from time	4	ask is if there is a question pending or we're in sort of
5	to time I'm going to ask a question that doesn't make any	5	a series of related questions that you let you answer
6	sense to you and it's hard to understand. If I do that,	6	that question or we get through the series before you
7	please don't answer the question. Just tell me you don't	7	take a break.
8	understand it, and we'll kind of work it through until we	8	A. That's great. No problem.
9	arrive at a question that you understand and can answer.	9	Q. From time to time your lawyer may pose an objection
10	Is that fair?	10	to one of the questions that I ask. Unless she advises
11	A. That is.	11	you not to answer it and you decide to accept that
12	Q. All right. So you won't answer any question that I	12	advice, I would like it if you answer those questions.
13	ask unless you understand the question; is that right?	13	Do you understand that, sir?
14	A. Correct.	14	A. Correct.
15	Q. The parties have exchanged a fair number of pieces	15	Q. All right. Is there any reason why you can't
16	of paper in this lawsuit so far. If from time to time I	16	provide complete and honest testimony today?
17	ask a question and you think it might be helpful for you	17	A. No.
18	to review any documents or E-mails or that kind of thing	18	MR. KINGSTON: I will advise my friends on
19	to answer my question, let me know, and we'll see if we	19	the other side of the table that sometimes I
20	can't track these down. Is that fair?	20	have four copies of stuff and sometimes I have
21	A. That is fair.	21	three, so I may not always be able to get you
22	Q. If at any time you think about one of the answers	22	an extra copy, but I'll at least have one extra
23	that you've already given, and you think you need to add	23	copy that I can slide across.
24	to that answer or clarify it to make sure that it's not	24	(Exhibit 1 was marked.)
25	in any way misleading or incomplete, you're welcome to do	25	BY MR. KINGSTON (CONT.):
	Page 12		Page 13
1	Q. Mr. Langston, I'm handing you a document that I		
	Q. Mr. Langston, I'm handing you a document that I	1	out that that's pretty broad and have proposed the
2		1 2	out that that's pretty broad and have proposed the following addition or excuse me, edit to category 15,
2	have marked as Exhibit 1. Exhibit 1 is, excuse me, an		out that that's pretty broad and have proposed the following addition — or excuse me, edit to category 15, and that would be deleting but not in that first line and
	have marked as Exhibit 1. Exhibit 1 is, excuse me, an Amended Notice of Deposition Pursuant to Federal Rule of	2	following addition or excuse me, edit to category 15,
3	have marked as Exhibit 1. Exhibit 1 is, excuse me, an	2 3	following addition or excuse me, edit to category 15, and that would be deleting but not in that first line and
3 4	have marked as Exhibit 1. Exhibit 1 is, excuse me, an Amended Notice of Deposition Pursuant to Federal Rule of Civil Procedure 30(b)(6) of Windstream Holdings, Inc. It's an eight page document.	2 3 4	following addition or excuse me, edit to category 15, and that would be deleting but not in that first line and replacing it with and.
3 4 5	have marked as Exhibit 1. Exhibit 1 is, excuse me, an Amended Notice of Deposition Pursuant to Federal Rule of Civil Procedure 30(b)(6) of Windstream Holdings, Inc.	2 3 4 5	following addition — or excuse me, edit to category 15, and that would be deleting but not in that first line and replacing it with and. A. Okay.
3 4 5 6	have marked as Exhibit 1. Exhibit 1 is, excuse me, an Amended Notice of Deposition Pursuant to Federal Rule of Civil Procedure 30(b)(6) of Windstream Holdings, Inc. It's an eight page document. Do you recognize Exhibit 1, sir?	2 3 4 5 6	following addition or excuse me, edit to category 15, and that would be deleting but not in that first line and replacing it with and. A. Okay. Q. I see you made that edit on Exhibit 1; is that
3 4 5 6 7	have marked as Exhibit 1. Exhibit 1 is, excuse me, an Amended Notice of Deposition Pursuant to Federal Rule of Civil Procedure 30(b)(6) of Windstream Holdings, Inc. It's an eight page document. Do you recognize Exhibit 1, sir? A. Yes, I do.	2 3 4 5 6 7	following addition or excuse me, edit to category 15, and that would be deleting but not in that first line and replacing it with and. A. Okay. Q. I see you made that edit on Exhibit 1; is that right, sir?
3 4 5 6 7 8	have marked as Exhibit 1. Exhibit 1 is, excuse me, an Amended Notice of Deposition Pursuant to Federal Rule of Civil Procedure 30(b)(6) of Windstream Holdings, Inc. It's an eight page document. Do you recognize Exhibit 1, sir? A. Yes, I do. Q. And you understand that for certain of the topics	2 3 4 5 6 7 8	following addition or excuse me, edit to category 15, and that would be deleting but not in that first line and replacing it with and. A. Okay. Q. I see you made that edit on Exhibit 1; is that right, sir? A. That is correct.
3 4 5 6 7 8 9	have marked as Exhibit 1. Exhibit 1 is, excuse me, an Amended Notice of Deposition Pursuant to Federal Rule of Civil Procedure 30(b)(6) of Windstream Holdings, Inc. It's an eight page document. Do you recognize Exhibit 1, sir? A. Yes, I do. Q. And you understand that for certain of the topics identified on Exhibit 1, you've been identified as a	2 3 4 5 6 7 8	following addition — or excuse me, edit to category 15, and that would be deleting but not in that first line and replacing it with and. A. Okay. Q. I see you made that edit on Exhibit 1; is that right, sir? A. That is correct. Q. And so with that edit, I read subcategory 15 to
3 4 5 6 7 8 9	have marked as Exhibit 1. Exhibit 1 is, excuse me, an Amended Notice of Deposition Pursuant to Federal Rule of Civil Procedure 30(b)(6) of Windstream Holdings, Inc. It's an eight page document. Do you recognize Exhibit 1, sir? A. Yes, I do. Q. And you understand that for certain of the topics identified on Exhibit 1, you've been identified as a corporate representative to speak on behalf of Windstream	2 3 4 5 6 7 8 9	following addition or excuse me, edit to category 15, and that would be deleting but not in that first line and replacing it with and. A. Okay. Q. I see you made that edit on Exhibit 1; is that right, sir? A. That is correct. Q. And so with that edit, I read subcategory 15 to refer to all communications with customers since
3 4 5 6 7 8 9 10	have marked as Exhibit 1. Exhibit 1 is, excuse me, an Amended Notice of Deposition Pursuant to Federal Rule of Civil Procedure 30(b)(6) of Windstream Holdings, Inc. It's an eight page document. Do you recognize Exhibit 1, sir? A. Yes, I do. Q. And you understand that for certain of the topics identified on Exhibit 1, you've been identified as a corporate representative to speak on behalf of Windstream Holdings?	2 3 4 5 6 7 8 9 10	following addition or excuse me, edit to category 15, and that would be deleting but not in that first line and replacing it with and. A. Okay. Q. I see you made that edit on Exhibit 1; is that right, sir? A. That is correct. Q. And so with that edit, I read subcategory 15 to refer to all communications with customers since February, 2009, including and limited to any
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4 (Pages 10 to 13)

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	Page 14		Page 15
1	A. That's what I understand, yes.	1	Q. Did you choose any documents on your own to review
2	Q. And I'll count on Miss Sims to tell me if I have	2	to prepare for today's deposition?
3	that wrong.	3	A. I did choose, but nothing outside of the scope that
4	MS. SIMS: That's correct, but I will say	4	I just mentioned.
5	that we would object to him answering any	5	Q. So what are the additional documents that you chose
6	questions in his personal capacity. That's not	6	on your own?
7	the purpose of this deposition, but we can	7	A. They weren't additional documents. They were I
8	cross that road when we come to a	8	chose which of those documents I chose to read. Those
9	MR. KINGSTON: Sure.	9	weren't any additional documents other than what I just
10	MS. SIMS: particular question I might	10	mentioned, affidavit, supplemental affidavit, exhibits,
11	raise.	11	the materials exchanged back and forth between the
12	MR. KINGSTON: That's fine.	12	parties. That that was the extent. There were no
13	BY MR. KINGSTON (CONT.):	13	other materials other than that.
14	Q. Let's start out of with topic number one, sir, all	14	Q. Okay. And so did you did you did you review
15	statements	15	some of the documents that Windstream produced to Charter
16	Well, maybe I should back up, Mr. Langston.	16	in a kind of initial document exchange in this case?
17	Tell me what you did to get ready for today's	17	A. Yes, I did.
18	deposition.	18	Q. All right. What did you review?
19	A. I reviewed the my prior affidavit which was	19 20	A. Well, you know, nothing that wasn't in the exhibits
20	referenced here in number one. I also reviewed my		that were in my affidavit. So the letters back and forth
21 22	supplemental affidavit and also reviewed most, if not all	21 22	between Carol Keith and the counsel at Charter, some of the call center logs and scripts, some of the advertising
23	of the exhibits that were included in those affidavits, both the original and the supplemental, as well as	23	campaigns on the behalf of both parties.
24	reviewed additional materials or exhibits that were	24	Let me think. What else?
25	produced since then.	25	Maybe some of the transcripts of social media posts
23	produced since then.		radyce some of the thinseripts of social media posts
	Page 16		Page 17
1	by our customers, things like that, so	1	Q. So roundabout February 25, 2019, Windstream
2	Q. You refer to a call center script. Tell me what	2	provided a script to its call center workers with talking
3	that is.	3	points related to Windstream's bankruptcy filing?
4	A. Call center script sorry, my tongue is tied.	4	A. Yes. We provided it to all employees as well
5	The call center script is actually talking points	5	though, too. It wasn't necessarily specific to the call
6	that we give to our representative such that if they	6	center reps. It was provided to all Windstream employees
7	receive certain types of calls, we educate them on how to	7	in case there were questions or concerns.
8	respond to those calls or how to go address potential	8	Q. Okay. So this was a document that was provided to
9	questions or concerns.	9	Windstream employees, including call center employees,
10	Q. And so was a script provided to Windstream call	10	that would have talking points that would be useful for
11	center workers related to the Spectrum advertising that	11	those employees to field questions related to
12	is at issue in this lawsuit?	12	Windstream's filing of the bankruptcy?
13	A. Yes, it was.	13	A. Yeah, just in case if a customer did call in that
14	Q. Was a script provided to Windstream call center	14	they would be prepared of how to go address that
15	workers just generally related to Windstream's	15	question.
	bankruptcy?	16	Q. Were the call center employees given training
16	A Van	17	related to fielding phone calls inquiring about
17	A. Yes.	17	
17 18	Q. When when did that happen?	18	Windstream's bankruptcy in February of 2019?
17 18 19	Q. When when did that happen?A. The talking points, and I'd have to deal with	18 19	Windstream's bankruptcy in February of 2019? A. I wouldn't I wouldn't call it training. They
17 18 19 20	Q. When when did that happen?A. The talking points, and I'd have to deal with approximations here, but shortly really the day of the	18 19 20	Windstream's bankruptcy in February of 2019? A. I wouldn't I wouldn't call it training. They were given these talking points. They were educated,
17 18 19 20 21	Q. When when did that happen?A. The talking points, and I'd have to deal with approximations here, but shortly really the day of the filing back in February. We provided those to our call	18 19 20 21	Windstream's bankruptcy in February of 2019? A. I wouldn't I wouldn't call it training. They were given these talking points. They were educated, what we call huddle sessions, where usually the
17 18 19 20 21 22	Q. When when did that happen? A. The talking points, and I'd have to deal with approximations here, but shortly really the day of the filing back in February. We provided those to our call center reps, as well as I can't recall if this is	18 19 20 21 22	Windstream's bankruptcy in February of 2019? A. I wouldn't I wouldn't call it training. They were given these talking points. They were educated, what we call huddle sessions, where usually the supervisor gets together with their representatives that
17 18 19 20 21	Q. When when did that happen? A. The talking points, and I'd have to deal with approximations here, but shortly really the day of the filing back in February. We provided those to our call center reps, as well as I can't recall if this is accurate, but probably some follow on talking points that	18 19 20 21	Windstream's bankruptcy in February of 2019? A. I wouldn't I wouldn't call it training. They were given these talking points. They were educated, what we call huddle sessions, where usually the supervisor gets together with their representatives that they supervise. They say, you know, here's some talking
17 18 19 20 21 22 23	Q. When when did that happen? A. The talking points, and I'd have to deal with approximations here, but shortly really the day of the filing back in February. We provided those to our call center reps, as well as I can't recall if this is accurate, but probably some follow on talking points that were that were provided within, you know, a day or two	18 19 20 21 22 23	Windstream's bankruptcy in February of 2019? A. I wouldn't I wouldn't call it training. They were given these talking points. They were educated, what we call huddle sessions, where usually the supervisor gets together with their representatives that they supervise. They say, you know, here's some talking points. New talking points that we might have in case
17 18 19 20 21 22 23 24	Q. When when did that happen? A. The talking points, and I'd have to deal with approximations here, but shortly really the day of the filing back in February. We provided those to our call center reps, as well as I can't recall if this is accurate, but probably some follow on talking points that	18 19 20 21 22 23 24	Windstream's bankruptcy in February of 2019? A. I wouldn't I wouldn't call it training. They were given these talking points. They were educated, what we call huddle sessions, where usually the supervisor gets together with their representatives that they supervise. They say, you know, here's some talking

1	249 Pg 8	<u>ot 54</u>	
	Page 18		Page 19
1	Training nothing nothing that formal.	1	Q. You were with Verizon?
2	Q. How many call center employees does Windstream	2	A. I was with Verizon.
3	have?	3	Q. Give me some leaving aside bankruptcy, give me
4	A. I have no idea what the exact number is.	4	some examples of the sort of special events that would
5	Q. A rough number is fine, sir.	5	have prompted Windstream to excuse me, that would have
6	A. It would be a few thousand.	6	prompted Windstream to provide guidance to its call
7	Q. So several thousand call center employees?	7	center employees as to things they could or could not say
8	A. It would be two, three thousand potentially.	8	about competitors.
9	Q. And are those two to three thousand call center	9	MS. SIMS: I'm going to object to this
10	employees provided guidance as to what they can and can	10	line of questioning. I don't believe it's on
11	not say about Windstream's competitors?	11	one of the topics designated, and on that
12	A. Clarify your question a little bit. I'm not	12	basis, I would instruct the witness not to
13	exactly sure where you're	13	answer.
14	Q. Does Windstream tell any of those two to three	14	If you can point to me the topic that
15	thousand call center customer employees, hey, don't say	15	would be helpful.
16	thus and such about Charter or don't say thus and such	16	MR. KINGSTON: I I think that it's
17	about AT&T, anything like that?	17	appropriate to instruct a witness not to answer
18	A. As a general answer, that's not necessary, but in	18	based upon privilege and if I'm harassing the
19	specific situation if there's a special event, you know,	19	witness and you're going to terminate the
20	in our case, you know, bankruptcy filing, if that	20	deposition.
21	happened with one of our competitors, we would give them	21	I I don't think that I don't
22	specific guidance of what they could and could not do,	22	understand counsel to be invoking a privilege
23	rules of the road.	23	objection. I don't think the record is going
24	Q. So was were you with Windstream in 2009?	24	to suggest that I'm harassing the witness. So
25	A. No, I was not.	25	I would ask that the witness answer the
	Page 20		Page 21
1	question. If if we want to by agreement	1	understanding is that to the extent that a
2	agree that for both depositions, the one that's	2	question a question calls for an answer that
3	going on right now and the one that's going on	3	would be beyond the scope of the what are
4	in Stanford, Connecticut where a Charter	4	the live issues for a preliminary injunction
5	corporate representative is being deposed, that	5	hearing, that an instruction not to answer
6	questions beyond the scope of the corporate	6	would be proper.
7	representative notice are ones for which it is	7	MS. SIMS: And I would add to that, our
8	appropriate and the parties will consent to an	8	position is that questions beyond the scope of
9	instruction not to answer, we can do that. We	9	the topics that Mr. Langston has been
10	can get on the horn with somebody there, but	10	designated for would be off topic with respect
11	absent that agreement, I think I would like the	11	to the deposition today.
12	witness to answer.	12	MR. KINGSTON: Okay. And this is
13	MS. SIMS: Let's take a break and discuss	13	splitting hairs as only somebody who's paid by
14	this off record for a moment.	14	the hour would do, but so if I ask
15	MR. KINGSTON: Sure.	15	Mr. Langston a question that's not on the
16	MR. SIMS: We're going off the record.	16	topic, but is within the scope of the PI, would
17	The time is approximately 9:42 a.m.	17	that be the subject of instruction not to
18	(The deposition recessed at 9:42 a.m. and	18	answer?
19	reconvened at 9:53 a.m.)	19	MS. SIMS: I would because he's not been
20	MR. SIMS: We are back on the record. The	20	designated on that particular topic, and
21	time is approximately 9:53 a.m.	21	it's he's in here in the capacity of a
22	MR. KINGSTON: We had an off-the-record	22	representative for those particular topics
23	colloquy, and I'll let Miss Sims looking for	23	today.
24	a ring, I will let Miss Sims correct me where I	24	MR. KINGSTON: So if Mr. Langston has
24 25	a ring, I will let Miss Sims correct me where I screw anything up, but I think the parties'	25	MR. KINGSTON: So if Mr. Langston has personal knowledge about something that's

6 (Pages 18 to 21)

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1	beyond the scope or excuse me. If	1	A. That is correct.
2	Mr. Langston has personal knowledge of	2	Q. Okay. Tell me what Windstream does to ensure that
3	something that is beyond the scope of I'm	3	folks that answer the telephone for Windstream don't say
4	screwing it up again. Do you mind if I take	4	things that they ought not say about their competitors?
5	one more run at that, Miss Sims?	5	A. We provide as I stated earlier, we provide
6	MS. SIMS: No problem.	6	scripts to our call center reps, not just specific to,
7	MR. KINGSTON: If Mr. Langston has	7	you know, unique situations, but general conversations
8	personal knowledge of something that is within	8	around company policies, products that we offer, services
9	the scope of the disputed issues for the	9	that we offer, how to handle troubleshooting, scripts on
10	pending preliminary injunction hearing, but is	10	how to troubleshoot customer problems, things like that.
11	not in counsel's judgment within the scope of	11	To to ensure that, we provide basically plugging and
12	the corporate designee topics for which he's	12	coaching where a supervisor might actually plug into a
13	been designated, then it's counsel's intent to	13	live call, listen to a call with a rep, provide realtime
14	instruct Mr. Langston not to answer?	14	coaching, provide coaching after the call. We do
15	MS. SIMS: Correct. However, I would say	15	extensive call monitoring where we record our calls, come
16	that's a very abstract example. I'm very hard	16	back and do coaching afterwards on that. If a rep is
17	pressed to think of any question you're going	17	a customer service rep or a care rep has provided, you
18	to ask that could possibly	18	know, conversation to a customer that would be out of
19	MR. KINGSTON: I want everybody in this	19	context or out of line with that, we provide coaching to
20	room to remember that Miss Sims said that.	20	that representative. That would be the general nature of
21	BY MR. KINGSTON (CONT.):	21	what we do.
22	Q. Okay. Mr. Langston, you understand that one of the	22	Q. This realtime coaching, how does that work?
23	allegations made by Windstream in this lawsuit is that	23	A. We have the ability for a supervisor to listen to a
24	folks working the phones for Charter said things that	24	call at the same time that the representative is having a
25	they ought not have said about Windstream's bankruptcy?	25	call with the customer. So they can actually listen in
	Page 24		Dago 2F
		1	Page 25
1	to the call and provide guidance either through instant	1	phone with the customers?
1 2		1 2	
	to the call and provide guidance either through instant		phone with the customers?
2	to the call and provide guidance either through instant messaging or through standing over the shoulder providing	2	phone with the customers? A. That is correct.
2	to the call and provide guidance either through instant messaging or through standing over the shoulder providing guidance. The the representative may put the customer	2 3	phone with the customers? A. That is correct. Q. If I wanted to identify circumstances in which what
2 3 4	to the call and provide guidance either through instant messaging or through standing over the shoulder providing guidance. The the representative may put the customer on hold, the supervisor provides guidance. In some	2 3 4	phone with the customers? A. That is correct. Q. If I wanted to identify circumstances in which what we just described happened among the transcripts of
2 3 4 5	to the call and provide guidance either through instant messaging or through standing over the shoulder providing guidance. The the representative may put the customer on hold, the supervisor provides guidance. In some cases, a care rep is not able to handle a call	2 3 4 5	phone with the customers? A. That is correct. Q. If I wanted to identify circumstances in which what we just described happened among the transcripts of telephone calls that have been produced in this lawsuit,
2 3 4 5 6	to the call and provide guidance either through instant messaging or through standing over the shoulder providing guidance. The the representative may put the customer on hold, the supervisor provides guidance. In some cases, a care rep is not able to handle a call themselves. They might actually provide escalation to	2 3 4 5 6	phone with the customers? A. That is correct. Q. If I wanted to identify circumstances in which what we just described happened among the transcripts of telephone calls that have been produced in this lawsuit, how would I go about doing that?
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1	documents produced by Windstream in this lawsuit, there	1	be a follow-up call from the customer that comes in to a
2	are screenshots of call center notations?	2	different representative or if there's a problem with
3	A. As they were taking as they were on the call	3	that customer and initiates escalating that somebody else
4	with the customer, yes.	4	needs to take a look at it, then there's notes on the
5	Q. And notations can't possibly be the right word.	5	account so that you have a record of the call.
6	What am I trying to say there?	6	Q. Are thank you for that.
7	A. Notes.	7	I will note that you used notation in there, but if
8	Q. Notes. So is there	8	there is a if there's an interaction where a
9	A. You were close.	9	supervisor do you mind if I take another run at that,
10	Q. Well, sadly, I use to say utilize instead of use.	10	Mr. Langston?
11	I'm ashamed of myself for doing that.	11	A. Sure.
12	A. I'm sure it costs more.	12	Q. Will the customer call notes reflect where a
13	Q. What so is there there's a app. There's kind	13	supervisor has provided guidance either by instant
14	of an application that's available to Windstream customer	14	messaging or over the shoulder?
15	service representatives where they can kind of plug in	15	A. No.
16	their notes in realtime?	16	Q. Okay.
17	A. It's actually in our billing system.	17	A. No.
18 19	Q. Okay.	18 19	Q. Does Windstream save those instant messages for the realtime supervisor supervision?
20	A. So the billing system, the customer records are the main customer records are stored are in the billing	20	A. I believe we do retain instant messaging and that's
21	system as well as clearly their bills, right, and so if a	21	company I don't know how long they're retained.
22	customer calls in with a question, we have the ability to	22	It's and quite frankly, while I refer to the instant
23	create a notation on a customer's account so that if you	23	messaging, most situations I would tell you that is a
24	want to go back later and say, okay, this customer called	24	very rare situation. Most of it is going to be live
25	in. Why did they call in? What happened? Should there	25	coaching because of the proximity of the supervisor to
	Page 29		Page 29
-	Page 28		
1 2	the representative. It's just it's easier to handle.	1 2	A. I assisted with the transition after the purchase of Allied Wireless.
3	Because if a customer is on the phone working with the	1 4	
	working with the customer and they're looking at a		
4	working with the customer and they're looking at a	3	Q. All right. So you've been with Windstream since
4 5	screen, the distraction of having an instant message	3 4	Q. All right. So you've been with Windstream since 2015?
5	screen, the distraction of having an instant message going down here is fine. More than likely, they will	3 4 5	Q. All right. So you've been with Windstream since 2015?A. Correct.
5 6	screen, the distraction of having an instant message going down here is fine. More than likely, they will signal to the supervisor. The supervisor will walk over	3 4 5 6	Q. All right. So you've been with Windstream since 2015?A. Correct.Q. How did you come to develop expertise about
5 6 7	screen, the distraction of having an instant message going down here is fine. More than likely, they will signal to the supervisor. The supervisor will walk over or they'll plug in, one of the two.	3 4 5 6 7	 Q. All right. So you've been with Windstream since 2015? A. Correct. Q. How did you come to develop expertise about Windstream's policies and practices in its call centers
5 6 7 8	screen, the distraction of having an instant message going down here is fine. More than likely, they will signal to the supervisor. The supervisor will walk over or they'll plug in, one of the two. Q. You have been with Windstream since 2009?	3 4 5 6 7 8	 Q. All right. So you've been with Windstream since 2015? A. Correct. Q. How did you come to develop expertise about Windstream's policies and practices in its call centers since 2015?
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8 (Pages 26 to 29)

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		Page 30			Page
1 (. You said IVR. What does	that stand for?	1	Mr. Langston, that in one of the transc	ripts that was

- 2 provided by Windstream in this litigation, a Windstream Interactive voice response system.
- 3 Well, now what is it? What is IVR? 4 4 A. IVR, you call in. It's an automated system that
 - 5
 - handles phone calls coming in. So, you know, you call in. It's an automated system. It says what is your
- 7 7 question. You press the option for what your issue is A. I'm not aware of that.
- 8 and it directs you to the appropriate representative. 8
- 9 Q. You talked --
- 10 A. It's a -- as a general description. I'm sure it
- 11 does a lot more than that, but that's a general
- 12 description.

5

6

- 13 Q. You talked about scripts provided to customer
- 14 service representatives. Without telling me the details
- 15 of any scripts, does Windstream provide competitor
- 16 specific scripts to its customer service representatives?
- 17 A. You know, I -- generally speaking, no. I mean,
- 18 other than providing potentially, you know, competitive
- 19 selling. I mean, of saying how our product compares to,
- 20 but all that's public information anyway on the Internet,
- 21 but it just helps reps if a customer calls in and they're
- 2.2 trying to compare prices. So that's about -- that's all
- 23 I'm generally aware of unless there's an extraordinary
- 24 situation that would require that.
- 2.5 Q. So in one of the -- I will represent to you,

31

- 3 technician made the representation that Charter in-home
- technicians steal dogs.
- A. They do what?
- 6 Steal dogs.
- Q. Does Windstream -- just with respect to Charter,
- 9 has Windstream taken any steps to ensure that its
- 10 technicians don't accuse Charter technicians of stealing
- 11 dogs?
- 12 A. Proactively or reactively?
- 13 Q. Either way, sir.
- 14 A. You know, proactively, I'm not aware of a company
- 15 policy where we instruct representatives to stop stealing
- 16 dogs. Reactively, if we were aware of that situation, we
- 17 would provide coaching to that employee.
- 18 Q. And that would be appropriate. If somebody -- if
- 19 an employee says something they ought not say about a
- 20 competitor, you would instruct that employee don't do
- 21 that any more?
- 22 A. Provided it was out of company policy or, you know,
- 23 not correct.
- Right. 24 Q.
- 25 A. But I would very much view that as a rogue

Page 32

- 1 behavior, not a concerted effort on the part of multiple
- employees.
- Q. Excuse me. Did Windstream send out a notice to its
- customers when it filed bankruptcy?
- A. By law we're required to notice all of our
- customers.
- Q. So Windstream did send out a notice to all of its
- 9 A. Yes, in accordance with the bankruptcy code.
- O Tell me -- tell me what was included in the notice 1.0
- 11 that Windstream sent out to all of its customers
- 12 regarding the Windstream bankruptcy.
- 13 A. Generally that Windstream had filed for bankruptcy,
- 14 talked generally about the bankruptcy process, also
- talked about their -- their services and workings with 15
- 16 Windstream would not be affected by that. That's a
- general statement. I would have to look at the full 17
- 18
- 19 Q. Was there -- was there a -- so Windstream sent out
- 20 kind of the official notice of bankruptcy? Yes?
- 21
- 22 O. And then was there a cover letter as well?
- 23 A. I don't recall.
- 24 Q. You don't know whether Windstream sent out just the
- 25 notice or the --

- Page 33
- A. I don't think we sent out anything extraordinary 2 besides what the legal notice is required for bankruptcy
- 3

1

14

- 4 O. So Windstream sent out the notice, but no cover
- 5 letter?
- 6 A. I don't believe so, but, you know, I don't -- quite
- 7 frankly, I don't recall.
- 8 Q. What's your current position at Windstream?
- 9 Special adviser to the CEO.
- 10 Q. And what are your responsibilities as special
- adviser to the CEO? 11
- 12 Coordination of bankruptcy operation.
- 13 Q. So tell me -- kind of tell me, I guess, the day to
 - day of your responsibilities as the person in charge of
- 15 coordinating bankruptcy operations.
- 16 A. We have multiple advisers in with Windstream. We
- 17 have Alvarez & Marsal that's helping manage bankruptcy
- 18 operations. We have our law firms that represent us for
- 19 in terms of this. We have our financial advisers with
- 20 PJT. We have our outside call centers and notice agents
 - with KCC. So I help to provide coordination amongst
- 22 that.

21

24

- 23 In addition to that, should there be operational
 - issues, we help to troubleshoot those issues, such as
- 25 maybe vendors that cut off services that need to be

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- restored due to the -- due to the bankruptcy, appropriate
- 2 escalation through legal channels if those happen to be
- 3 against, you know, the first day hearings. You know, if
- there's any customer issues, escalation around customer
- issues. If there appears to be policy changes or
- additions made for a company -- company policy, I'll help
- oversee to make sure those are made. I might not
- 8 necessarily make those, but I'll ensure that the
- 9 appropriate parties are making those.
- 10 Q. When did you assume all these responsibilities that
- 11 you've just described?
- A. Approximately 48 hours after the Aurelius ruling. 12
- 13 Q. And what -- tell me what you mean by the Aurelius
- 14

4

- 15 Before you do that, sir, spell Aurelius for --
- 16 A. A-U-R-E-L-I-U-S, I believe.
- 17 Q. Okay. Now tell me what you mean by the Aurelius
- 18 ruling, sir.
- 19 A. That would be the ruling where the judge found in
- 20 favor of Aurelius in their lawsuit against Windstream for
- 21 default on our -- on our bonds related to our spinoff of
- 22
- 23 Q. Was that -- was it February of 2000 -- was that
- 24 February or January?
- 25 A. That was February. I'd have to look at the

Page 35

- 1 calendar to see the specific date, but it was on a
- 2
- 3 Q. So February of 2019 you get involved in
- coordinating Windstream's bankruptcy related operations? 4
- 5 Correct.
- 6 Q. And did that involvement include any involvement in
- 7 the notices that Windstream sent out related to its
- 8 bankruptcy?

9

- Yes, it would.
- 10 Q. So you'd be in a position to know whether or not
- 11 Windstream sent a cover letter when it notified its
- 12 customers that it was entering bankruptcy?
- 13 A. I would be aware of it at that time. We -- there's
- 14 multiple required notices related to bankruptcy. To say
- 15 I remember every one of them in detail and what's
- 16 included would be more than farfetched.
- 17 Q. Sure. This may be one of those situations we
- 18 talked about earlier where looking at a piece of paper
- 19 could help you answer a question?
- 20 A. Correct.
- 21 Q. Do you know whether Windstream has produced any
 - cover letter -- well, let me back up. Do you mind if I
- 23 do that, sir?

22

1

- 24
- 25 Q. Assuming that a cover letter exists, do you know

Page 36

- whether Windstream has produced any cover letter that
- 2 would have gone out in connection with a notice of
- 3 bankruptcy being provided to Windstream customers?
- 4 A. I don't recall if a cover letter is provided
- related to -- the notices we've sent out are particular 5
- 6 to the bankruptcy code, that we have to notice our
- 7 customers. We have to notice our creditors. We have to
- 8 notice our vendors. There may be other parties in that
- 9 scope as well.

1

- 10 I'm not aware of necessarily, quote, cover letters.
- 11 I know the official notice that we sent out, but I can't
- 12 necessarily rule that out. I -- there's multiple -- in
- 13 addition to that, we had to since then send other
- 14 communications out to customers related to Charter's
- 15 mailing that went out. So, you know, there's a number of
- 16 things that we've had to send out now that weren't
- 17 necessarily planned.
- 18 Q. When did Windstream send a notice of bankruptcy to
- 19 its customers?
- A. I don't recall. It would have to be -- have to be 20
- 21
- 22 Q. Did any of Windstream's customers call Windstream
- 23 in response to the notice of bankruptcy that Windstream
- 2.4 sent to its customers?
- 25 A. Not that I am aware of. I can't say that they

- Page 37
- didn't, but not that I specifically aware of. 2 Q. As far as you're specifically aware, zero
- 3 Windstream customers called in response to the notice of
- 4 bankruptcy that was sent to all Windstream customers
- 5 pursuant to the bankruptcy rules?
- 6 A. I'm not saying here. I'm just saying I'm not aware
- 7 of them. I haven't -- I haven't gone and -- I haven't
- 8 had a tremendous amount of escalation. In fact, the
- 9 knowledge -- any knowledge I would have of this after we
- 10 sent the mailings, we did query our business operations
- 11 to see if we've had extraordinary call volume, any
- 12 additional issues come in from the customers related to
- 13 bankruptcy. I'm not aware of any that were raised to me.
- 14 Q. You queried who?
- 15 A. Our business operations. So they would be like
- 16 Paul Strickland that I mentioned earlier. We would have
- 17 queried him to check on that.
- 18 Q. So at some point after Windstream sent a notice of
- 19 bankruptcy to all of its customers, you made an inquiry
- 20 to Mr. Strickland asking whether or not there was an
- 21 increase in call volume related to bankruptcy, and he
- 2.2 told you no?
- 23 A. Correct.
- 24 Now, in all fairness, at the bottom of the -- of
- 25 the notice that went out, it did inform the customers

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	Page 38	1	Page 39
1	there was nothing they needed to do at this time. So	1	that's the general context of that notice, but like I
2	Q. When you say at the bottom, what do you mean?	2	said, that was, you know, over a month ago.
3	A. I think at the bottom of the notice, if I remember	3	Q. The notice went out over a month ago?
4	correctly, somewhere in that notice, I believe it's	4	A. Yes, I think that notice according to the
5	towards the bottom, it'd say after after they read	5	bankruptcy code probably I'm thinking if the timing is
6	through the notice, it'd say at this time there's nothing	6	correct would probably have been late March.
7		7	Q. And Mr. Strickland can confirm that the call volume
8	Q. Do you know how many pages the notice of bankruptcy	8	related to I guess for bankruptcy related inquiries
9	that Windstream sent to its customer?	9	didn't go up after the notice of bankruptcy went out to
10	A. I don't I don't recall.	10	all of Windstream's customers?
11		11	A. He would be able yeah, talk about talk about
12		12	that more specifically. They just those business
13	,	13	operations, such as Paul, indicated we didn't they
14		14	didn't have anything extraordinary.
15		15	Q. Are you aware of any of Windstream's competitors
16	declared has filed for Chapter 11 bankruptcy?	16	other than Charter referring to Windstream's bankruptcy
17		17	in advertising?
18	Q. And then at the bottom of that single sheet of	18	A. I'm not aware of any.
19	paper, it says you don't need to do anything?	19	Q. As far as you know, Charter is the only Windstream
20	A. That's right, because the notice in itself just	20	competitor to refer to Windstream's bankruptcy?
21		21	A. As far as I know.
22	8 · · · · · ·	22	Q. If we wanted to see if wind center had received
23	1.3	23	calls related to other competitors making statements
23		24	about Windstream's bankruptcy, would Mr. Strickland b
25	<u> </u>	25	the guy that we talk to?
	Page 40		Page 41
1	A. I believe so.	1	asked for both interim relief and final relief?
2	Q. Tell me you may have already told me this, sir,	2	A. Yes.
3	but tell me Mr. Strickland's position again, please.	3	Q. And what's your understanding of what interim
4	A. He is vice president of customer service for our	4	relief is?
5	consumer/small business business unit.	5	A. Well, interim relief is that my understanding,
6	Q. I think you referred to your involvement in first	6	this is very much layman's terms, it's protection from
7		7	from the creditors so that business operations are not
8	responsibilities as as they relate to Windstream's	8	impacted.
9	bankruptcy. Do you recall that, sir?	9	Q. So it's is it temporary or permanent protection?
10	A. I'm aware of the first I wasn't involved in	10	A. That would be temporary until until a final
11	first day motions. I was involved in helping to prepare	11	hearing is done or final ruling is done.
12		12	Q. And so the idea is here's my interim decision, and
13	•	13	I'll make a final decision down the record if I'm the
14	•	14	court?
15	Q. Tell me your involvement in preparing for the first	15	A. That's my basic understanding, but I think you've
16		16	reached the extent of my bankruptcy law knowledge.
17	•	17	Q. We're fast approaching mine as well.
		18	Okay. Who do you report to?
18	and reviewed, may have been wages and salaries, could be	19	A. Tony Thomas, the chief executive officer of
19	vendor operations, could be critical vendors. You know,		2 2011 2 2010 one of the original of

20

21

22

23

24

Windstream.

A. Nobody.

Q. And who reports to you?

help provide that to the team preparing them. 25 Q. And those first day motions, you understand they

there's any number of motions associated with a

Chapter 11 filing. My participation in that would have

been to review such documents, maybe gather additional

data or materials required for those motions and help -

basis? 25 A. I work with each of Tony Thomas' direct reports. I

Q. Who do you -- who do you work with on a day-to-day

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		Page 42		Page 43
	1	work with certain business operation leaders and	1	redacted version. We find this confidential,
	2	organizations as necessary to gather maybe materials or	2	but
	3	help facilitate problems for them that they need to have	3	MR. KINGSTON: I'll defer to you
	4	resolved. We have a representative of our project	4	completely, however you want to mark it. I
	5	management organization helps me coordinate the	5	don't have strong feelings about sharing it
	6	bankruptcy activities. Doesn't report to me, but helps	6	with our other friend across the table.
	7	me coordinate those activities. And then I deal with all	7	MS. SIMS: So we'll just see it's
	8	my new adviser friends. Mostly Alvarez & Marsal.	8	redacted specifically because of
	9	Q. Could you spell that, please?	9	confidentiality clause in the contract. So
	10	A. A-L-V-A-R-E-Z and Marsal, M-A-R-S-A-L.	10	that was that was the reason for the
	11	(Exhibit 2 was marked.)	11	redaction in this, so
	12	BY MR. KINGSTON (CONT.):	12	MR. KINGSTON: Okay. So how would you
	13	Q. Mr. Langston, I am marking as Exhibit 2 a an 11	13	like to designate it?
	14		14	MS. SIMS: I think I would be comfortable
		page document that I will represent to you is the	15	just saying as to the committee would be
	15	affidavit that you submitted in support of debtors'	16	attorney's eyes only given our kind of working
	16	motion for both the temporary restraining order and a	1	
	17	preliminary injunction in this litigation without	17	process of how we're doing that. MR. KINGSTON: That's fine with me.
	18	exhibits.	1	
	19	Do you recognize Exhibit 2, sir?	19	MS. SIMS: Okay.
	20	MS. SIMS: At this point I want to make	20	MR. SMITH: Yes.
	21	sure just to see if this is the redacted	21	MR. KINGSTON: If counsel for the
	22	version or not.	22	committee will confirm that their that
	23	MR. KINGSTON: Oh, can you slide that back	23	Deposition Exhibit 2 won't be shared with
	24	to me? I'm sorry.	24	anyone beyond outside counsel for the committee
	25	MS. SIMS: So, John, this is not the	25	until we've reach some other agreement or
		Page 44		Page 45
1		gotten contrary guidance by the court, I'm	1	there to a national footprint spanning approximately
2		happy to slide it back across the table.	2	150,000 fiber miles?
3		MS. GREER: Sure. Counsel for the	3	A. That is correct.
4		committee agrees.	4	Q. That is what is that? Is that
5		MR. KINGSTON: Okay.	5	A. So fiber is a network technology. It's basically
6		MS. SIMS: I would note such for purposes	6	the technology path that you distribute communications
7		that this should be designated confidential so	7	across, so whether it be data communications or voice
8		it's not inadvertently filed in this form.	8	communication. So it traverses, you know, terrain,
9		MR. KINGSTON: Sure. And why don't we go	9	geographical terrain, geographical areas of the country.
10		ahead, and if Mr. Langston, if you'll slide	10	Q. And does Windstream does Windstream own that
11		that back to me, I'll I'll write	11	150,000 miles of fiber?
12		confidential, and I'll right AOE on it as well	12	A. They do. Some of it they lease. Some of it they
13		which	13	actually directly directly own, so
14		MS. SIMS: Okay.	14	Q. How much do they lease?
15		MR. KINGSTON: we'll agree stands for	15	A. I don't know the breakout
16		attorney's eyes only.	16	O. Is that
17		, , ,	17	A of lease versus strictly directly owned.
18		Here you go. MP_LANGSTON: What's your question?	18	, , ,
	DV	MR. LANGSTON: What's your question?	19	Q. I'm sorry.
19		MR. KINGSTON (CONT.):	1	A. I don't know the difference between I don't know
20		Is that your affidavit, sir?	20	the appropriate amount of what is owned versus what's
0 1		It is.	21	leased.
21	Q.	Take a look, if you would, sir, at paragraph five.	22	Q. Was a big chunk of that 150,000 fiber miles owned
22		/ News	23	by the entity that was involved in the Aurelius
22 23		Okay.		
22	Q.	I read I won't need to read the first sentence aragraph five into the record, but I read a reference	24 25	litigation? A. I can't really speak to how much of that, if any,

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Page 46 Page 47 that -- that entity owned. That wouldn't be my area of 1 versus copper versus whatever network technology. That's 2 expertise. 2 just -- it's just not my area. Q. Your understanding is that Uniti, and that's 3 Q. Is the -- in your work on the bankruptcy on behalf U-N-I-T-I, owns some percentage of the fiber that 4 of Windstream, have you done anything with the -- related Windstream uses to provide broadband, entertainment and 5 to the master lease agreement with Uniti? core transport solutions to its customers -- to its I have not. consumer and business customers? Q. Do you know how much Windstream pays on that lease 8 A. I don't know -- they would own some of that. I 8 agreement per year? 9 9 don't know to what degree it supports consumer versus A. I believe the amount is 650 million. 10 Q. 650 million a year? broadband versus entertainment versus core transport. I 10 11 don't know the breakout of what they do. So a lot of 11 A Uh-huh that is owned on our own network. We own that ourselves, 12 Q. So Windstream pays 650 million a year to lease 12 13 but I can't tell you the breakout, and then there's other 13 fiber and probably coaxial from Uniti? 14 third parties involved, too, besides Uniti. You could 14 A. I -- like I said, it's just -- I would be 15 have other third party providers that we lease fiber 15 speculating as -- I'm just not a subject matter expert 16 network from, so --16 into what assets specifically Uniti owns and what 17 Q. So it lease -- Windstream leases fiber from other 17 technology the rest is comprised of. 18 third party providers and then Uniti? 18 Q. But one of the contracts that is at issue in this 19 A. Oh, yes. 19 bankruptcy is the \$650 million a year lease with Uniti; 20 Q. And Windstream at some point sold a whole bunch of 20 right? 21 fiber to Uniti and then leased it back; right? 21 That is correct. A. I don't -- well, I'm not sure that we sold it. We 22 Q. And then there's some other contracts that are at spun it -- we spun it off as a legal entity. Those were 23 23 issue in this bankruptcy that are other -- that wherein 24 part of the assets that went with the transaction, but 24 Windstream leases other fiber that's within that 150,000 like I said, I can't tell you how much of that is fiber 25 25 miles of fiber that's referenced in paragraph five; Page 48 Page 49 1 right? 1 Have I read that correctly, sir? A. I'm not sure I understand the question. 2 That is correct. Q. That question got away from me a little bit, didn't 3 Q. What does strategic sales revenue mean? it, sir? 4 A. That's associated with our strategic product sales. 4 5 A. Yeah. So products we specifically designated as strategic to 5 Q. Miss Sims was making, you know, polite signs. I 6 the future performance of the company, ongoing product wanted to make sure we were still talking about paragraph 7 sales that are important. 8 8 Q. What are the products that you've designated as 9 So within that 150,000 miles of fiber that's strategic products? 9 referenced in paragraph five of the affidavit, there's 10 A. Including, but not limited to things such as 1.0 11 11 some 66,000 miles that are leased from Uniti? SD-WAN, unified communication as a service or UCAS, 12 network security products, those would be some. I can't 12 A. I -- I don't know. I know some is. I can't tell 13 really say that those are all of them, but those are the 13 you the specific breakout. Like I said, it's just not my 14 majority of what we've talked about. Broadband services 14 area of expertise. 15 clearly is also a strategic product. Q. Beyond the \$650 million a year that's tied to that 15 16 Q. Tell me what you meant when you said that the 16 master lease agreement with Uniti, do you know how much 17 strategic sales revenue had improved as that relates to Windstream pays for fiber leasing from the other third 17 18 SD-WAN 18 19 A. We've increased the sales revenue for those 19 A. No, I don't. 20 2.0 Q. I'll move along. 21 By how much? From what to what? 21 I read the last sentence of paragraph five to say 2.2 I don't recall. 22 that Windstream's operational performance is on an upward 23 Q. What about UCAS, U-C-A-S? 23 trajectory throughout 2018, Windstream added over 14,000 24 I don't know the specific numbers. 24 new broadband subscribers and improved strategic sales 25 Q. Can you tell me any specific numbers that are tied 25 revenue.

Page 50 Page 51 to the improved strategic revenue -- excuse me, improved Q. Take a look at paragraph nine if you would, sir. 2 strategic sales revenue in paragraph five of your 2 affidavit? 3 Q. And I read the first sentence of paragraph nine as A. Not without referencing some other materials. 4 follows: On information and belief, Windstream's strong What would you need to reference? 5 operational achievements will not be disrupted by the I would need to reference to some of our financial 6 Chapter 11 filing. Have I read that correctly? documents related to that. I think and I believe we 7 8 indicate some of that within our 10-K as well. 8 What did you mean by on information and belief, 9 Q. Was the 10-K one of the documents you reviewed to 9 sir? 10 prepare for today's deposition? 10 A. Based upon the information provided to me and my 11 A. No. 11 understanding in conversations with others, my belief is Q. But if I wanted information that was tied to your 12 those operational achievements won't be interrupted. 12 13 representations regarding improved strategic sales 13 Q. What was the information that was provided to you? revenue in paragraph five of your declaration, I could 14 14 I need to back up. Do you mind if I take another 15 take a look at Windstream's 10-K? 15 run at that, sir? 16 A. I believe you could. 16 A. Sure. 17 Q. Do you see the reference to 14,000 new broadband 17 Q. So when you say on information and believe, you're 18 subscribers? 18 describing what you believe? 19 A. Yes. 19 A. What I believe and what I -- yes. Yes. 20 Q. And so that's your opinion? How many total broadband subscribers does 20 21 Windstream have? 21 A. That's my opinion. A. Oh. I think approximately 1.2 million, maybe 22 22 Q. And so your opinion is that Windstream's strong 23 1.2 million and change. 23 operational achievement will not be disrupted by the 24 Q. How many employees does Windstream have? 24 Chapter 11 filing. Is that fair? 25 A. In total, 12,000. 25 That is correct. Page 52 Page 53 Q. I read the next sentence of paragraph nine to say 1 total sales for that area, meaning other products and 2 the debtors' business will continue operating in the services there, the strategic products are starting to ordinary course and the debtor will be able to pay 3 eclipse the older products sales. employees, maintain relationships with vendors and 4 Q. Okay. Can you give me sort of concrete examples of 5 business partners, and most importantly serve customers that, sir? as usual without disruption. 6 You know, old services you might have provided Have I read that correctly, sir? 7 would have been like providing TDM circuits, TDM sales, 8 maybe some MPLS sales, things like that, and we're Q. And you're referring to things that the debtor will 9 starting to see now that strategic sales where they're 10 be able to continue to do? 10 eclipsing those older products. 11 11 Q. And I guess what I'm looking at is what does total Yes 12 Q. And, again, that's your opinion, sir? 12 enterprise sales mean? A. That's my opinion and knowledge based upon what's 13 13 A. Total enterprise sales would be all -- all of the 14 actually occurred since filing. 14 sales of those -- of those products. So the growth --Q. Take a look if you would -- if you would, sir, at 15 15 the growth of the strategic products as in terms of 16 paragraph 11. 16 growth percentages eclipsing the total growth. So the 17 A. Okay. 17 older products are starting to diminish, right. These 18 O. So -- and we were talking about strategic sales 18 new products are eclipsing those. earlier. You see a reference to three consecutive 19 So total enterprise -- so when you're talking about O. 20 quarters of strategic sales in excess of total enterprise 20 total enterprise sales, you're talking about the growth 21 sales? 21 rate of the total of everything that you sell? 22 2.2 A. Right. Of the -- for the enterprise sales, for the A. Yes. 23 Q. What does that mean? 23 enterprise business unit. 24 It means the strategic product sales, that growth 24 Okay. So that -- maybe that's what I'm missing. 25 25 or the growth in those areas are starting to exceed the A. Enterprise --

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Page 54 Page 55 1 O. Enterprise sales is --1 kind of further on in your declaration, those would be 2 Yes, that's business unit specific. 2 small business customers and enterprise customers? 3 Okay. And -- and that's sales to businesses? 3 A. Yes. 4 4 A. Yeah, EA is B to B for everything above a small Q. Are there any consumer last mile customers? 5 business. So small business is within the consumer/small 5 You know, I don't know. I don't know. 6 business business unit, and then you have all other 6 You can't identify any consumer -- it's a bad 7 7 businesses, including the wholesale business that are in question. You wouldn't be able to specifically identify 8 the enterprise. 8 any consumer customers anyway? 9 Q. And if somebody says something about I've heard 9 A. That's right. 10 10 logo customers. Have you heard that phrase? Q. But you don't know sitting here today whether or 11 A. I haven't heard -- well, you have new logo 11 not the last mile customers includes consumer customers? 12 12 A. I don't know that. customers, which represents brand new customers to 13 Windstream versus existing customers. 13 Q. Okay. And just to be sure we're clear on that 14 Q. That doesn't have anything to do with enterprise 14 point, sir, can you take a look at paragraph 25 on page 15 sales or if it does, it's is happenstance? 15 eight? 16 Yeah. Yeah. 16 A. Okay. 17 Q. So enterprise sales are businesses that are not 17 Q. And I read the first sentence of paragraph 25 as 18 small businesses? 18 follows: Windstream has a contractual relationship with 19 19 That's right. Charter whereby it uses Charter for, open quote, last 20 Would enterprise sales -- it's kind of skipping 20 mile, closed quote, connectivity to provide access for a 21 ahead, but you know there was the disconnects around 21 customer in Windstream's network. 2.2 22 Have I read that correctly, sir? March 15th, were those to enterprise sales? 23 A. Some of those were enterprise and some of those 23 A. Yes. 24 24 Q. So as far as that hypothetical customer that's referenced in the first paragraph -- excuse me, in the 2.5 Q. So the last mile customers that are referred to 25 Page 56 Page 57 first sentence of paragraph five, you don't know of any 1 You're not aware of any damage to Windstream's good 2 consumer customers that would fit that definition? 2 will from Windstream notifying every single one of its 3 A. I don't know the makeup of the customers that were 3 customers that it had entered Chapter 11 bankruptcy? 4 in those that are disconnected. I know of some of them 4 A. I'm not. I'm not aware of any. 5 5 Q. Take a look at subparagraph D, if you would, sir, specifically, such as a homeless shelter, you know, a preschool, things like that. There might have been, you 6 of paragraph 11. It's on page five. 7 7 A. Okay. know, restaurants, entertainment venues that the 8 Q. I read that subpart as follows: The growth was 8 consumers would be in when they were cut off, but I don't 9 driven by both stronger sales and lower churn as 9 know the exact makeup of the type of customer that were 10 in that 350 disconnects. 10 Windstream benefited from recent investments in its 11 network. Have I read that correctly? 11 Q. Mr. Langston, you can't say sitting her today that 12 That is correct. 12 any of the customers referenced in the first sentence of Q. What do you mean by lower churn? 13 13 paragraph 25 were consumer customers; isn't that true? 14 A. Less customers disconnecting. 14 That is correct. What are the recent investments that you refer to 15 Q. Did sending out the notice of bankruptcy to all of 15 16 in that subparagraph? 16 Windstream's customers do any harm to Windstream's good 17 Can we pause for --17 will? 18 Sure 18 Not that I'm aware of. 19 -- a question with my counsel? 19 Q. Notifying every single one of Windstream's 20 Yeah. You want to take a break? customers that Windstream had filed Chapter 11 bankruptcy 2.0 21 Sure. 21 didn't hurt Windstream's good will? 22 MS. SIMS: Was there a question pending 22 A. I can't speculate. I -- I don't know that it did 23 23 or didn't. Not that I'm aware of though. 24 MR. LANGSTON: There is a question 24 Q. You're not aware? 25 pending. 25 Of any damage to good will from that.

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	Page 58		Page 59
1	MR. KINGSTON: There was, but I think he's	1	or under according to the stipulation that's
2	going to talk to you about whether or not he	2	currently being discussed, recognizing, of
3	wants to assert a privilege.	3	course, that Windstream's counsel is obviously
4	MS. SIMS: Okay.	4	welcome to take a look at all this stuff seeing
5	MR. KINGSTON: And which it's something	5	as it's Windstream's witnesses.
6	I should have said is I'd like you to answer	6	BY MR. KINGSTON (CONT.):
7	if I ask you a question, I'd like to answer the	7	Q. Mr. Langston, do you remember my last question?
8	question before we take a break unless you'd	8	A. I do.
9	like to talk to you counsel about whether or	9	Q. All right. What was what's the answer?
10	not to assert a privilege.	10	A. So I believe your question was how did Windstream
11	MR. LANGSTON: I'd like to talk to counsel	11	benefit from the recent investments in our network. So
12	about asserting a privilege.	12	through investments and additional network technology,
13	MR. KINGSTON: That's fine, sir.	13	expansion of network technology, we were able to see
14	MR. SIMS: All right. We're going off the	14	additional customer growth, meaning retention of existing
15	record. The time is approximately 10:43 a.m.	15	customers. They were able to take advantage of these new
16	(The deposition recessed at 10:43 a.m. and	16	increased speeds in our network, as well as the
17	reconvened at 10:56 a.m.)	17	attraction and addition of new customers to Windstream as
18	MR. SIMS: We are back on the record. The	18	well.
19	time is approximately 10:56 a.m.	19	Q. So investments with speed related?
20	MR. KINGSTON: And I'll note for the	20	A. For expansion of higher speeds.
21	record that we're going to go ahead and	21	Q. So is that essentially adding more fiber or thicker
22	designate the entire transcript as attorney's	22	fiber so Windstream can push more data through?
23	eyes only, which means that it will which is	23	A. Could be fiber. There's many there's many
24	effectively outside counsel outside	24	attributes of a network that could cause increased speed.
25	counsel's eyes only under the currently	25	Q. Okay. But, essentially, you bought more stuff, you
	Page 60		Page 61
1	Page 60 installed more stuff, and that let people run their	1	Page 61 Have I read that correctly, sir?
1 2		1 2	
	installed more stuff, and that let people run their		Have I read that correctly, sir?
2	installed more stuff, and that let people run their get faster speed on the Internet?	2	Have I read that correctly, sir? A. That is correct.
2	installed more stuff, and that let people run their get faster speed on the Internet? A. For broadband, yes.	2 3	Have I read that correctly, sir? A. That is correct. Q. And those are those interim motions or the
2 3 4	installed more stuff, and that let people run their get faster speed on the Internet? A. For broadband, yes. Q. And what in rough terms, tell me a dollar amount	2 3 4	Have I read that correctly, sir? A. That is correct. Q. And those are those interim motions or the interim relief that was granted on the first day of
2 3 4 5	installed more stuff, and that let people run their get faster speed on the Internet? A. For broadband, yes. Q. And what in rough terms, tell me a dollar amount of that recent investment that you're referring to in	2 3 4 5	Have I read that correctly, sir? A. That is correct. Q. And those are those interim motions or the interim relief that was granted on the first day of bankruptcy?
2 3 4 5 6	installed more stuff, and that let people run their get faster speed on the Internet? A. For broadband, yes. Q. And what in rough terms, tell me a dollar amount of that recent investment that you're referring to in subpart D.	2 3 4 5	Have I read that correctly, sir? A. That is correct. Q. And those are those interim motions or the interim relief that was granted on the first day of bankruptcy? A. On the first day motions, yes.
2 3 4 5 6 7	installed more stuff, and that let people run their get faster speed on the Internet? A. For broadband, yes. Q. And what in rough terms, tell me a dollar amount of that recent investment that you're referring to in subpart D. A. I don't recall.	2 3 4 5 6 7	Have I read that correctly, sir? A. That is correct. Q. And those are those interim motions or the interim relief that was granted on the first day of bankruptcy? A. On the first day motions, yes. Q. Had Windstream registered any trade dress with the
2 3 4 5 6 7 8	installed more stuff, and that let people run their get faster speed on the Internet? A. For broadband, yes. Q. And what in rough terms, tell me a dollar amount of that recent investment that you're referring to in subpart D. A. I don't recall. Q. Millions, billions, thousands?	2 3 4 5 6 7 8	Have I read that correctly, sir? A. That is correct. Q. And those are those interim motions or the interim relief that was granted on the first day of bankruptcy? A. On the first day motions, yes. Q. Had Windstream registered any trade dress with the United States Patent & Trademark Office?
2 3 4 5 6 7 8 9	installed more stuff, and that let people run their get faster speed on the Internet? A. For broadband, yes. Q. And what in rough terms, tell me a dollar amount of that recent investment that you're referring to in subpart D. A. I don't recall. Q. Millions, billions, thousands? A. I'd say approximately hundreds of millions. Q. Hundreds of millions.	2 3 4 5 6 7 8 9	Have I read that correctly, sir? A. That is correct. Q. And those are those interim motions or — the interim relief that was granted on the first day of bankruptcy? A. On the first day motions, yes. Q. Had Windstream registered any trade dress with the United States Patent & Trademark Office? A. Trade dress?
2 3 4 5 6 7 8 9	installed more stuff, and that let people run their get faster speed on the Internet? A. For broadband, yes. Q. And what in rough terms, tell me a dollar amount of that recent investment that you're referring to in subpart D. A. I don't recall. Q. Millions, billions, thousands? A. I'd say approximately hundreds of millions. Q. Hundreds of millions. And is that is that the recent investment in	2 3 4 5 6 7 8 9	Have I read that correctly, sir? A. That is correct. Q. And those are those interim motions or — the interim relief that was granted on the first day of bankruptcy? A. On the first day motions, yes. Q. Had Windstream registered any trade dress with the United States Patent & Trademark Office? A. Trade dress? Q. Yes, sir.
2 3 4 5 6 7 8 9 10	installed more stuff, and that let people run their get faster speed on the Internet? A. For broadband, yes. Q. And what in rough terms, tell me a dollar amount of that recent investment that you're referring to in subpart D. A. I don't recall. Q. Millions, billions, thousands? A. I'd say approximately hundreds of millions. Q. Hundreds of millions. And is that is that the recent investment in your network, is that tied to this sub part E, which I	2 3 4 5 6 7 8 9 10	Have I read that correctly, sir? A. That is correct. Q. And those are those interim motions or the interim relief that was granted on the first day of bankruptcy? A. On the first day motions, yes. Q. Had Windstream registered any trade dress with the United States Patent & Trademark Office? A. Trade dress? Q. Yes, sir. A. What does that mean?
2 3 4 5 6 7 8 9 10 11 12	installed more stuff, and that let people run their get faster speed on the Internet? A. For broadband, yes. Q. And what in rough terms, tell me a dollar amount of that recent investment that you're referring to in subpart D. A. I don't recall. Q. Millions, billions, thousands? A. I'd say approximately hundreds of millions. Q. Hundreds of millions. And is that is that the recent investment in your network, is that tied to this sub part E, which I	2 3 4 5 6 7 8 9 10 11 12	Have I read that correctly, sir? A. That is correct. Q. And those are those interim motions or the interim relief that was granted on the first day of bankruptcy? A. On the first day motions, yes. Q. Had Windstream registered any trade dress with the United States Patent & Trademark Office? A. Trade dress? Q. Yes, sir. A. What does that mean? Q. You don't know what trade dress means?
2 3 4 5 6 7 8 9 10 11 12 13	installed more stuff, and that let people run their get faster speed on the Internet? A. For broadband, yes. Q. And what in rough terms, tell me a dollar amount of that recent investment that you're referring to in subpart D. A. I don't recall. Q. Millions, billions, thousands? A. I'd say approximately hundreds of millions. Q. Hundreds of millions. And is that is that the recent investment in your network, is that tied to this sub part E, which I read to say, Windstream has steadily increased the	2 3 4 5 6 7 8 9 10 11 12 13	Have I read that correctly, sir? A. That is correct. Q. And those are those interim motions or — the interim relief that was granted on the first day of bankruptcy? A. On the first day motions, yes. Q. Had Windstream registered any trade dress with the United States Patent & Trademark Office? A. Trade dress? Q. Yes, sir. A. What does that mean? Q. You don't know what trade dress means? A. No.
2 3 4 5 6 7 8 9 10 11 12 13	installed more stuff, and that let people run their get faster speed on the Internet? A. For broadband, yes. Q. And what in rough terms, tell me a dollar amount of that recent investment that you're referring to in subpart D. A. I don't recall. Q. Millions, billions, thousands? A. I'd say approximately hundreds of millions. Q. Hundreds of millions. And is that is that the recent investment in your network, is that tied to this sub part E, which I read to say, Windstream has steadily increased the percentage of its footprint with access to high speed	2 3 4 5 6 7 8 9 10 11 12 13	Have I read that correctly, sir? A. That is correct. Q. And those are those interim motions or the interim relief that was granted on the first day of bankruptcy? A. On the first day motions, yes. Q. Had Windstream registered any trade dress with the United States Patent & Trademark Office? A. Trade dress? Q. Yes, sir. A. What does that mean? Q. You don't know what trade dress means? A. No. Q. And so it's a fair inference then that if
2 3 4 5 6 7 8 9 10 11 12 13 14	installed more stuff, and that let people run their get faster speed on the Internet? A. For broadband, yes. Q. And what in rough terms, tell me a dollar amount of that recent investment that you're referring to in subpart D. A. I don't recall. Q. Millions, billions, thousands? A. I'd say approximately hundreds of millions. Q. Hundreds of millions. And is that is that the recent investment in your network, is that tied to this sub part E, which I read to say, Windstream has steadily increased the percentage of its footprint with access to high speed Internet?	2 3 4 5 6 7 8 9 10 11 12 13 14 15	Have I read that correctly, sir? A. That is correct. Q. And those are those interim motions or the interim relief that was granted on the first day of bankruptcy? A. On the first day motions, yes. Q. Had Windstream registered any trade dress with the United States Patent & Trademark Office? A. Trade dress? Q. Yes, sir. A. What does that mean? Q. You don't know what trade dress means? A. No. Q. And so it's a fair inference then that if Windstream has reference has mind if I take another
2 3 4 5 6 7 8 9 10 11 12 13 14 15	installed more stuff, and that let people run their get faster speed on the Internet? A. For broadband, yes. Q. And what in rough terms, tell me a dollar amount of that recent investment that you're referring to in subpart D. A. I don't recall. Q. Millions, billions, thousands? A. I'd say approximately hundreds of millions. Q. Hundreds of millions. And is that is that the recent investment in your network, is that tied to this sub part E, which I read to say, Windstream has steadily increased the percentage of its footprint with access to high speed Internet? A. That is correct.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Have I read that correctly, sir? A. That is correct. Q. And those are those interim motions or the interim relief that was granted on the first day of bankruptcy? A. On the first day motions, yes. Q. Had Windstream registered any trade dress with the United States Patent & Trademark Office? A. Trade dress? Q. Yes, sir. A. What does that mean? Q. You don't know what trade dress means? A. No. Q. And so it's a fair inference then that if Windstream has reference has mind if I take another run at that, sir?
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16 (Pages 58 to 61)

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	Page 62		Page 63				
1	MR. KINGSTON: If if counsel is	1	registered any trade dress with the United States Patent				
2	representing that Windstream's trade dress is	2	& Trademark Office?				
3	beyond the scope of the preliminary injunction	3	A. You mean have they well, I don't want to				
4	hearing, I'm happy to move on. I guess	4	speculate here. So I I don't know the term dress. I				
5	MS. SIMS: I think if you can be more	5	know about trademarks. I know about registering names or				
6	specific as to the topic of your question.	6	logos or things like that, but Windstream has registered				
7	You're asking very general across company	7	its clearly its name, its trade its brand name				
8	lines, so I don't believe that is relevant. If	8	Windstream, and I believe we've also filed based upon my				
9	you can be more specific, that would be	9	knowledge of talking with counsel, we filed for				
10	helpful.	10	trademarks associated with				
11	MR. KINGSTON: Sure.	11	MS. SIMS: Okay. Hold on. I just want to				
12	BY MR. KINGSTON (CONT.):	12	be clear, if you're talking specifically about				
13	Q. Take a look at Exhibit Number 1.	13	a conversation with counsel, don't				
14	A. Okay.	14	MR. LANGSTON: Okay.				
15	•	15	MS. SIMS: don't talk about that.				
16	Q. Paragraph subpart seven. A. Yes.	16	MR. LANGSTON: Okay.				
17		17	MS. SIMS: Wait until he asks the				
	Q. Do you see a reference to Windstream's support after the statement Charter deliberately used	18					
18	-	19	question. MR. KINGSTON: Sure.				
19 20	Windstream's distinct color pattern on the envelope to	20					
	cause consumer confusion as alleged in paragraph 20 of		MR. LANGSTON: Okay.				
21	the Windstream complaint?	21	BY MR. KINGSTON (CONT.):				
22	A. Yes.	22	Q. You know that Windstream has registered logos and				
23	Q. Have I read that correctly, sir?	23	its name with the trademark office?				
24 25	A. Yes.	24	A. Yes.				
25	Q. All right. Has Windstream, to your knowledge,	25	Q. Do you know of anything else that Windstream has				
	Page 64		Dage 65				
	Page 64	1	Page 65				
	1 registered with the trademark office?	1	the company up to and including myself, people in our				
	registered with the trademark office? A. I'm not aware of the entire scope of anything that	2	the company up to and including myself, people in our business units, clearly outside counsel, just inside				
	registered with the trademark office? A. I'm not aware of the entire scope of anything that we may or may not have registered with the trademark	2	the company up to and including myself, people in our business units, clearly outside counsel, just inside counsel, members of our executive team. All of our call				
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		of 54
	Page 66	Page 6
1	by it.	1 center employees following Windstream providing notice
2	The talking points associated related to Spectrum	bankruptcy to all of its customers would have included an
3	were specific to the fact that there was a Spectrum	3 instruction to inform customers that their service would
4	communication that went out, what was incorrect in that	4 not be interrupted; isn't that right?
5	statement, and to specifically alleviate customers'	5 A. That is correct.
6	concerns about those specific services that Spectrum	6 Q. And the talking points that were provided to
7	noted in their communication that would be interrupted or	7 customers or excuse me, that were provided to call
8	potentially interrupted by the bankruptcy that were	8 center employees after a written response to the Spectrum
9	false. So most of it was to do to calm and soothe	9 advertising would have instructed the call center
10	customer concerns and to, in some cases, work with those	employees to say that service wasn't being interrupted;
11	customers to, you know, potentially stop them from	11 isn't that right?
12	leaving Windstream and going going to Spectrum or	12 A. Amongst other things, yes.
13	Charter.	13 Let me and let me
14	Q. When the talking points that were provided after	14 Q. Talking point go ahead.
15	Windstream provided notice of bankruptcy to all of its	15 A. Let me correct one of the statements. So back in
16	customers would have instructed the call center	
17		 the first answer, say that the on the original bankruptcy filings that their services wouldn't be
18	technicians to say that it was business as usual?	18 interrupted specifically as a result of the bankruptcy
18 19	A. Correct. O. Is that cometimes abbreviated as RAU?	
	Q. Is that sometimes abbreviated as BAU?	
20	A. Correct.	· · · · · · · · · · · · · · · · · · ·
21	Q. And the talking points related to Spectrum would	Q. I follow. So after the notification of bankruptcy
22	have instructed call center employees to say that it is	was provided to all of Windstream's customers, Windstream
23	business as usual; isn't that right?	would have circulated talking points that included an
24	A. Correct.	24 instruction to tell customers that the bankruptcy
25	Q. The talking points that were provided to call	wouldn't cause an interruption of service?
	Page 68	Page 69
	Page 68	Page 69
	1 A. That is correct.	1 Q. The instruction to say that it's business as usual
	 A. That is correct. Q. And that same talking point that the bankruptcy 	 Q. The instruction to say that it's business as usual was in both the
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- and the Spectrum advertising; isn't that true?
- A. I don't recall. I know it was in the first general
- one. I don't recall if it was in the second one or not.
- I'm not saying it wasn't. I just don't recall if it was.
- Q. So we know that the representation that the
- bankruptcy was not the product of operational failures
- was in the talking points circulated in response to the
- 8 Windstream notice of bankruptcy by Windstream. We don't
- 9 know -- it may or may not be the case that that
- instruction was included in the talking points that were 10
- 11 circulated in response to the Spectrum advertising?
- A. Yeah, I just -- I don't recall. I just don't know. 12
- 13 It may have been in there. I don't know.
- 14 Q. When customers inquired about bankruptcy in
- 15 response to Windstream's notice of bankruptcy, were they
- 16 offered higher speeds?
- 17 A. Are you talking about the first -- as a result of
- 18 the first notice?
- 19 Q. Yes, sir.
- 20 A. I don't recall. As I stated earlier, I don't
- 21 recall a specific -- of -- or have knowledge of specific
- 22 calls from customers coming in related to the first
- 23 notice. I'm not saying there weren't. I just don't know
- 24 of any. We asked, and they said there weren't any --
- 25 wasn't any extraordinary call volume.

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- 1 So on the first -- related to the first one, I
 - don't believe we had as part of our talking points any
- 3 specific, you know, that weren't already normal
- 4 promotional offers. I mean, we always have promotional
- 5 officers there for retention. That's normal course of
- 6

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- Q. What are the normal promotional offers that you
- 8 have for retention that would have been available after
- 9 that Windstream notice of bankruptcy?
- 10 A. Well, it would have been available before and
- 11 after. And they're just -- I don't think we did anything
- extraordinary. It may be increase your speed for the
- 13 same cost. It may increase your speed for a minor cost.
- 14 It might have been a -- you know, extension of a
- 15 promotional credit. There's just general things that are
- 16 used like that, and I'm not saying that's inclusive of
- 17 everything. It's just ones I don't have knowledge of.
- Q. What were the -- were there specific -- were there 19 specific promotions offered to customers in response to
- 20 the Spectrum advertising?
- 21 A. I do know that we -- there were -- yes, there were.
 - We -- well, let me -- let me explain that further, so --
- 23 O. Please.
- 24 A. -- I don't know that those were new promotions
 - created. We instructed our representatives to use

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- promotions more proactively in the cases that a customer
- called in and was trying to move to Spectrum as a result 3 of the advertising, and we saw that they had certain
- 4 abilities in their areas to get increased speed or they
- 5 were available for promotions, we were more actively,
- 6 more proactively offering those than we normally would.
- 7 Q. So if I'm an existing Windstream customer and I
- 8 decide I want to change my provider because I hate the
- Kinetic, the -- that sort of flower shaped logo, and I 1.0 call in, what -- would there be -- there would be
- 11 promotions that would not be available for that customer
- 12 that would be available for a customer that called in in
- 13 response to the Spectrum advertising?
- 14 A. I don't know. I don't know.
- 15 Q. Okay. I'm not -- I'm not sure that question made a
- 16 lot of sense. I'm going to take another run at that.
- 17 There were promotions that were available to
- 18 customers who called in in response to the Spectrum
- 19 advertising. Yes?
- 2.0 A. Yes.

9

- 21 Q. Which of those promotions would not have been
- 22 available to a customer that called in for another
- 23 reason?
- 24 I don't know
- 25 Any?

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- 1 A. I just -- I don't know.
- Sitting here today, you can't identify any 3 promotions that would have been available specific to the
- 4 Spectrum advertising that wouldn't have been available in
- 5 the general course?
- 6 A. Well, as I said earlier, I don't know that we
- 7 necessarily created unique promotions. We -- I think we
- 8 just made those promotions available to people or to
- 9 customers that we would not normally have done or we were
- 10 more proactive in encouraging to take a promotion than we
- 11 would have been prior to the Spectrum advertisement.
- 12 Q. So as far as promotions that were only available
- 13 for customers calling in or related to the Spectrum
- 14 advertising that would not be otherwise available to the
- 15 customers, there were none; correct?
- 16 A. Well, let me -- let me clarify my answer on this.
- 17 So I'm not saying is it's a unique promotion. What I'm
- 18 saying is we're making promotion available to people that
- 19 we would not normally have made the promotion available
- 20 to, and we did it more proactively. Sometimes you do
- 21 those reactively if a customer calls in. Sometimes we
- 22 proactively go out and reach them because we say they're
- 23 available, they're clearly concerned about the Spectrum
- 24 advertising, so we're going to proactively offer this to
- 25 them, and we would not have normally done that without

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249 Pg 22 of 54 Page 74 Page 75 the customer asking. 1 Charter because of lower costs or higher speeds? 2 Q. So, no, there were no unique promotions created in 2 A. I'd have to -- I just don't recall reading through 3 response to the Spectrum advertising?

- 4 A. Not that I'm aware of. 5 Q. Call center representatives would have been instructed to be more proactive in offering promotions to customers that called in about the Spectrum advertising? 8 A. Correct.
- 9 Q. What is the difference to Windstream in a customer that's lost because of Spectrum advertising and a 10 11 customer that's lost because he or she doesn't care for the Kinetic logo? 12
- 13 A. Well, a lost customer related to just the general 14 disconnect or dissatisfaction with service or they like 15 another company better or lots of cases they decide they 16 can't afford broadband. They just disconnect. That's, 17 you know, a lost customer. 18
- The disconnect to go to Charter is a customer that 19 would not have normally disconnected if it had not been 20 for the Charter advertisement. So it's a unexpected 21 disconnect so to speak. It's not planned, would not have 22 been a normal course of business disconnect. 23 Q. Okay. So your review of the notes related to 2.4 customer call ins that were calling in about Spectrum

indicated that those customers weren't switching to

3 all those transcripts all the different reasons. I mean, 4 I'm not -- I'm not saying they couldn't have been related 5 to Charter's offers or higher speeds. The vast majority 6 of the call transcripts I read were related specifically 7 to the Spectrum advertisement and the customer calling in 8 and being concerned. 9 Q. If the customer disconnects from Windstream --10 well, I'm struggling maybe -- I'm hoping you can explain 11 to me the difference between a customer that -- that 12 hasn't reviewed the Spectrum advertising at issue and 13 calls in and says Windstream just costs too much and the 14 customer who calls in and just says Windstream costs too 15 much? What's the difference between those two? 16 A. The difference is the Charter advertising precipitated the call to come in and the conversation 17 18 versus a general disconnect would have been a -- just a 19 normal course of wanting to change or disconnect service. 20 Q. And so if a customer that calls in and says 21 Windstream costs too much, there are promotions that 22 wouldn't be available to that customer, but that would be 23 available to a customer that says I reviewed the Spectrum

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- 1 context and what is used and what the situation that it's offered. It's very dependent upon the customer's 2 situation, the availability of service in their area, the availability of what pricing or network technology in the 4 area. There's a lot of different variables, but, primarily, it's not that it's a different set of promotions. It's the nature in which the promotion is
- 9 Q. Did any of the promotions offered to customers to stay with Windstream cause Windstream to lose money on 1.0 11 its contracts -- or excuse me, on its relationship with 12 that customer? 13 A. Are you -- are you talking specifically about as a
- 14 result of the Charter advertising? 15 Q. Yes, sir. 16 A. Yes, it would.
- Q. So there are customers right now who Windstream is 17 18 losing money by providing service to?
- 19 A. We're making less money is another way of saying
- 2.0
- 21 Q. I want to -- I want to be clear that we're talking 22 about --
- 23 A. Okay.

25

- 24 Q. -- the difference between making less money and
- 25 losing money.

Page 77

1 A. Okay.

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6

2 Is Windstream losing money on any customers that it

ad and I think Windstream costs too much?

A. I can't say it's a different promotion. It's the

- 3 is providing services to right now?
- 4 A. Not that I'm aware of.
- 5 Q. Is -- so given that Windstream isn't, as far as
 - you're aware, losing money on any customers that it's
- 7 providing services to, it's fair to say that Windstream 8
- isn't losing money on any customers that it's providing 9 services to that reviewed the Spectrum advertisement?
- 10 A. That I'm aware of, yes.
- 11 So the concern with the customers that were offered
- 12 promotions because they reviewed the Spectrum advertising
- 13 isn't that Windstream is losing money on those customers.
- 14 It's that it's making less money on those customers;
- 15 correct?
- A. Correct. 16
- 17 Q. And even though Windstream is making less money on
- 18 those customers in connection with the promotions, those
- 19 customers are either receiving faster speeds or paying a
- 20 lower bill; true?

21

- A. Those -- those could be the results.
- 22 Q. All right. How many manhours did Windstream expend
- 23 to combat Charter's claim that's alleged in paragraph 24
- 24 of your affidavit?
- 25 A. I don't have a specific number. I would say it's

20 (Pages 74 to 77)

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- 10s of thousands.
- Q. If I wanted to look at pieces of paper that could
- validate the contention that Windstream was forced to
- expend 10s of thousands of hours responding to Charter's
- advertising campaign, what pieces of paper would I look
- A. I don't necessarily look at pieces of paper. I
- 8 think we'd have to look -- I'm not saying there's a
- 9 specific official document. You would have to look at
- the time that it took to coach each of the call center 10
- 11 reps through the script, to provide the script, their
- 12 time to go read or view those scripts, any questions they
- 13 might have had. I don't know if it's necessarily a piece
- 14 of paper for, for example, my time associated with this
- 15 or internal counsel's time or other analysts' time.
- 16 That's pieces of paper, but, you know, it -- it could be
- 17 a educated approximation.
- 18 Q. So --
- 19 A. You've got 3,000 call center reps times some period
- 20 of time it takes to go do that.
- 21 Then on top of that, you've got all the time
- 22 associated with handling the customer calls related to
- 23 these, the escalation time related to these, the --
- 24 Q. Are call center reps -- I'm sorry.
- 25 Go ahead.

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- 1 Q. Are call center representatives paid hourly or by
- 2 the call?
- 3 A. Hourly.
- 4 Q. If I wanted -- say that you said you spend 10s of
- 5 thousands of hours responding to the Spectrum campaign,
- 6 and I said, 10s of thousands of hours seems like an awful
- 7 lot. And you said, no, really, here's some pieces of
- 8 paper that I could show you to validate my 10s of
- 9 thousands of hours claimed, what would -- what documents
- 10 would we be looking at, sir?
- 11 A. I don't know that you just look at time
 - documents -- I mean, that you look at time tracking
- 13 documents in this stuff. It would just have to go
- 14 through each of the individuals that are communicated to,
- 15 approximately based upon our supervisor's knowledge how
- 16 long it took to communicate that, how many calls were
- 17 received. We'd have to go back and estimate the time
- 18 associated with our marketing department to prepare the
- 19 advertising campaigns to combat accuracies as well as,
- 20 you know, accounting for all of my time, et cetera, as
- 21 well as our counsel time, outside counsel time.
- 22 Q. Are you paid hourly, sir?
- 23 A. No.
- 24 Q. Miss Sims is we'll stipulate.
 - Who would I talk -- as far as if I wanted to talk

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1 to a person other than you who could validate that 10s of

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- 2 thousands of hours were spent responding to the Spectrum
- 3 advertising, who are the people that I would talk to?
- 4 A. Oh, you would have to talk to, once again, 5 Paul Strickland, our vice president of customer service.
- 6 You'd have to talk to Jeff Small, the president of our
- 7 business unit for customer -- consumer/small business,
- 8 and talk to who all in his organization was involved in
- 9 the efforts both from a marketing perspective, the call
- 10 center perspective. You'd have to talk to our general
- 11 counsel, Kristi Moody, in terms of all the legal
- 13 You know -- you know, that's offhand what I would think

representatives and paralegals that's involved with that.

- 14 of in addition -- in addition to others.
- 15 There's also support organizations within
- 16 consumer/small business that were involved with gathering
- 17 all of the materials to determine the extent of the
- 18 damage. There's just a number of -- there's a number of
- 19 people that we'd have to call to be -- once again, it
- 20 would be extraordinary effort just to gather the amount
- 21 of hours called to deal with the original calls.
- 2.2 Q. Tell me -- you said was it Christine?
- 23 A. Kristi Moody.
- 24 Chris -- Kristi.
- 25 A. K -- K-R-I-S-T-I Moody. She's the general counsel

- at Windstream.
- Q. M-O-O-D?
- 3 A. Y.
- 4 Q. Y.
- 5 How much money has Windstream spent as a result of
- 6 this Spectrum advertising?
- 7 A. I don't have the specific number.
- 8 More than a thousand dollars?
- 9 A. Oh, yes.
- 10 Q. More than a billion dollars?
- 11 A.
- 12 Roughly, sir.
- 13 A. You know, I'm not saying it's fully inclusive or
- 14 it's inclusive of all damages or all costs associated
- 15 with this, but it's going to be north of -- north of a
- 16 million dollars.
- 17 Q. Between one and two million?
- 18 A. I feel more comfortable saying keep it between one
- 19 and five million maybe or I have no idea to the extent
- 20 that we're paying outside counsel. I have no knowledge
- 21 of their fee structure, what we're having to do to pay --
- 22 pay them. So I -- you know, my internal knowledge would
- 23 be between one and five. Beyond that, there would be
- 24 more costs that I'm not aware of.
- 25 Q. Well, what was in your mind, sir, when you said

21 (Pages 78 to 81)

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money?

that Windstream has been forced to expend substantial

- A. The involvement of internal personal as well as
- marketing campaigns.
 - Q. Was there a dollar amount in your mind?
- A. Dollar amount was between that one and
- five million. It's my general instinct that that's where
- the range is going to come in.
- 9 Q. And who are the people that I would talk to? I
- mean, dollar amount, we could get receipts or something; 10
- 11 right?
- A. We can get receipts. We could also go back and do 12
- 13 approximation on, once again, of the internal labor cost
- 14 time to go deal with this.
- 15 Q. So what would we look to as far as documents for --
- 16 I guess electronically stored information that we could
- 17 review to determine how much money Windstream has been
- 18 forced to expend as contended in the first sentence of
- 19 paragraph 24 of your affidavit?
- 20 A. We would have to go back to probably our finance
- 21 leader for the consumer/small business unit and look at
- 22 the cost there. We would have to go to our legal team
- 23 here within Windstream to get the estimates on all the
- 24 outside counsel, as well as all the internal time and
- effort spent as well. We would have to go to our 25

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- 1 marketing teams for the consumer/small business to get
- 2 the receipts for all the outside -- all the campaigns
- 3 we've had to go run. And then I think we'd have to get
- 4 some sort of estimation from our call center organization
- 5 about how long it took to do the talking points for
- 6 the -- each of the customer service representatives.
- 7 Q. What was included in the talking points for -- in
- 8 response to the Spectrum advertising that wasn't included
- 9 in the talking points related to Windstream's own notice
- 10 of bankruptcy?
- 11 A. Acknowledgment of -- of Spectrum's ads, the nature
- 12 of the false statements made and how to respond or
- 13 assuage customers' concerns associated with those
- 14 advertisements.

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1

- 15 Q. What were you saying other than business as usual,
- 16 not operational and your services aren't going to be
- 17 interrupted because of the bankruptcy?
- 18 A. The -- we've talked about the specific Internet
- 19 services, broadband services, entertainment services that
- 20 Spectrum referenced in their ad that would be interrupted
- 21 as a result of Windstream's bankruptcy.
 - Q. So in response to the original notice of
- 23 bankruptcy, Windstream didn't say that Internet services
- 24 aren't going to be interrupted as a result of bankruptcy?
 - A. We talked about services generally. We didn't talk

Page 84

- 1 them as specifically as the Spectrum ad did.
- 2 Q. So the Spectrum ad said something about Internet
- 3 and broadband?
- 4 A. I don't recall. I mean, it talked about specific
- 5 services. They're in there. I'd have to go refresh
- 6 myself and look at that again.
- 7 Q. So the differences that you've articulated between
- 8 the talking points in response to the Spectrum ad that
- 9 weren't in the talking points related to Windstream's own
- 10 notice of bankruptcy are to say, well, there's the
- 11 Spectrum ad and that Internet and broadband services
- 12 won't be interrupted because of bankruptcy?
- 13 A. Yeah. So the -- the original notice to the
- 14 customers were -- was very general in nature about
- 15 services being interrupted. The Spectrum ad was much
- 16 more specific about specific services being interrupted,
- 17 and the talking points that we had given to the customer
- 18 service reps would have been related to the specific 19
- services as well as once again reiterating generally all 20 services won't be interrupted.
- 21 Q. So when I go back and I look at the call center
- 2.2 notes and the transcripts, I'll be able to tell that a
- 23 customer -- that a customer service representative is
- 2.4 talking about -- is using talking points in response to
- 25 Spectrum ads because he or she will be referring to

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- specific broadband and Internet services not being 2 interrupted as opposed to making general statements about
- 3 services not being interrupted?
- 4 A. That is correct. Specific calls that I actually
- 5 listened to as well as I saw the transcripts of were
- 6 customers relating to specific services called out in the
- 7 Spectrum ad and the customers questioning if those
- 8 services were going to be cut off.
- 9 Q. So if it's a call about a Spectrum advertisement,
- 10 we're more likely to see references to specific Internet
- 11 service or broadband service not being interrupted. If
- 12 it's a call related to just the notification of
- 13 bankruptcy, it's going to be more general, and it's just
- 14 going to talk about service interruptions; correct?
- 15 A. That's my knowledge of it. To the best of my
- 16 knowledge.

19

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- 17 Q. I'm sorry. You said -- I thought you said you
- 18 would talk to the finance leader if we were looking to
 - validate the one to five million dollars?
- 20 That would be one of the sources.
- 21 What's a -- is a finance leader a person?
- 22 A. There's a -- there's a specific finance leader for
- 23 the consumer/small business unit. His name is Ben Bruce.
 - Spell --
- 25 A. B -- B-E-N Bruce, B-R-U-C-E.

22 (Pages 82 to 85)

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1	Q. So Mr. Bruce is somebody we would talk to?	1	A. I have worked with her from time to time.
2	A. He would be one source of information. It would	2	Q. Is she sort of a false advertising specialist in
3	require some effort to and, you know, there's specific	3	the legal department?
4	sources we have to get stuff to, but there's it's	4	A. No. She's just our I believe it's associate
5	spider webbed through extensively throughout the	5	general counsel.
6	organization. So it would be an extensive effort to go	6	Q. Is there is there, excuse me, a false
7	after each person's time that spent time on this thing.	7	advertising specialist in the legal department?
8	So it was an extensive issue across one of our largest	8	A. No. In that case given our size, if we get into a
9	organizations.	9	specific topical area, we typically go to outside
10	Q. Who else would we talk to in addition to Mr. Bruce?	10	counsel.
11	A. Probably Paul Strickland once again, talk to	11	Q. And so what, Miss Keith was working with outside
12	Jeff Auman, who's our who owns our marketing	12	counsel?
13	organization to get the estimates of time and cost	13	A. I don't know to the degree that she consulted with
14	associated with the marketing campaigns, and then I would	14	outside counsel before her letters back and forth with
15	think we would have a number of people within the	15	Charter.
16	corporate groups that we the corporate support groups	16	Q. You don't know whether Miss Keith talked to outside
17	that we'd have to go talk to to understand the complete	17	counsel before sending letters the cease and desist
18	amount of time. We'd have to go talk to Kristi Moody and	18	letters that are referenced in your affidavit?
19	her organization to get the amount of time and cost	19	A. I don't know.
20	associated with the outside counsel and the preparation	20	Q. She may have, she may not have?
21	time for this, and the cost associated with just getting	21	A. Correct.
22	ready for this.	22	Q. Whether it was by virtue of her contact with
23	Q. How long has Carol Keith been with Windstream?	23	outside counsel or based on her own personal expertise,
24	A. I have no idea.	24	we can infer that Miss Keith was sufficiently experienced
25	Q. Have you worked with miss Mrs. Keith before?	25	in false advertising issues that she felt comfortable
	Page 88		Page 89
1	signing a cease and desist letter with specific	1	we're going to second to last sentence, please, sir.
2			
	references to false advertising and deceptive trade	2	Is that okay with you?
3	references to false advertising and deceptive trade practice statutes. Is that fair?	2 3	Is that okay with you? A. It's your question.
3 4	practice statutes. Is that fair? A. That would be speculation on my part. I		
	practice statutes. Is that fair? A. That would be speculation on my part. I Q. You don't think that's an unfair inference, do you,	3	A. It's your question.
4	practice statutes. Is that fair? A. That would be speculation on my part. I	3 4	A. It's your question. Q. I read the second to last sentence in paragraph 24
4 5	practice statutes. Is that fair? A. That would be speculation on my part. I Q. You don't think that's an unfair inference, do you,	3 4 5	A. It's your question. Q. I read the second to last sentence in paragraph 24 as follows: In addition, as a direct result of Charter's
4 5 6	practice statutes. Is that fair? A. That would be speculation on my part. I Q. You don't think that's an unfair inference, do you, sir?	3 4 5 6	A. It's your question. Q. I read the second to last sentence in paragraph 24 as follows: In addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an
4 5 6 7	practice statutes. Is that fair? A. That would be speculation on my part. I Q. You don't think that's an unfair inference, do you, sir? A. I don't think it's unfair. Q. Do you see in sticking with paragraph 25, the penultimate sentence I read to say, in addition, as a	3 4 5 6 7	A. It's your question. Q. I read the second to last sentence in paragraph 24 as follows: In addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign.
4 5 6 7 8	practice statutes. Is that fair? A. That would be speculation on my part. I Q. You don't think that's an unfair inference, do you, sir? A. I don't think it's unfair. Q. Do you see in sticking with paragraph 25, the penultimate sentence I read to say, in addition, as a direct result of Charter's advertising campaign,	3 4 5 6 7 8	A. It's your question. Q. I read the second to last sentence in paragraph 24 as follows: In addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign. Have I read that correctly?
4 5 6 7 8 9 10	practice statutes. Is that fair? A. That would be speculation on my part. I Q. You don't think that's an unfair inference, do you, sir? A. I don't think it's unfair. Q. Do you see in sticking with paragraph 25, the penultimate sentence I read to say, in addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and	3 4 5 6 7 8 9 10	A. It's your question. Q. I read the second to last sentence in paragraph 24 as follows: In addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign. Have I read that correctly? A. That is correct.
4 5 6 7 8 9 10 11	practice statutes. Is that fair? A. That would be speculation on my part. I Q. You don't think that's an unfair inference, do you, sir? A. I don't think it's unfair. Q. Do you see in sticking with paragraph 25, the penultimate sentence I read to say, in addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to	3 4 5 6 7 8 9 10 11	A. It's your question. Q. I read the second to last sentence in paragraph 24 as follows: In addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign. Have I read that correctly? A. That is correct. Q. Can you tell me how much — tell me the cost.
4 5 6 7 8 9 10	practice statutes. Is that fair? A. That would be speculation on my part. I Q. You don't think that's an unfair inference, do you, sir? A. I don't think it's unfair. Q. Do you see in sticking with paragraph 25, the penultimate sentence I read to say, in addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising	3 4 5 6 7 8 9 10	A. It's your question. Q. I read the second to last sentence in paragraph 24 as follows: In addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign. Have I read that correctly? A. That is correct.
4 5 6 7 8 9 10 11 12 13 14	practice statutes. Is that fair? A. That would be speculation on my part. I Q. You don't think that's an unfair inference, do you, sir? A. I don't think it's unfair. Q. Do you see in sticking with paragraph 25, the penultimate sentence I read to say, in addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign?	3 4 5 6 7 8 9 10 11 12 13	A. It's your question. Q. I read the second to last sentence in paragraph 24 as follows: In addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign. Have I read that correctly? A. That is correct. Q. Can you tell me how much — tell me the cost. A. That I'm aware of, and I don't think it's limited to this yet, because I believe there will be ongoing
4 5 6 7 8 9 10 11 12 13	practice statutes. Is that fair? A. That would be speculation on my part. I Q. You don't think that's an unfair inference, do you, sir? A. I don't think it's unfair. Q. Do you see in sticking with paragraph 25, the penultimate sentence I read to say, in addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign? A. Did you say paragraph 25? I think	3 4 5 6 7 8 9 10 11 12 13 14	A. It's your question. Q. I read the second to last sentence in paragraph 24 as follows: In addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign. Have I read that correctly? A. That is correct. Q. Can you tell me how much tell me the cost. A. That I'm aware of, and I don't think it's limited to this yet, because I believe there will be ongoing campaigns as well, but to date the latest estimate I've
4 5 6 7 8 9 10 11 12 13 14	practice statutes. Is that fair? A. That would be speculation on my part. I Q. You don't think that's an unfair inference, do you, sir? A. I don't think it's unfair. Q. Do you see in sticking with paragraph 25, the penultimate sentence I read to say, in addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign? A. Did you say paragraph 25? I think Q. Oh, did I say paragraph 25?	3 4 5 6 7 8 9 10 11 12 13	A. It's your question. Q. I read the second to last sentence in paragraph 24 as follows: In addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign. Have I read that correctly? A. That is correct. Q. Can you tell me how much tell me the cost. A. That I'm aware of, and I don't think it's limited to this yet, because I believe there will be ongoing campaigns as well, but to date the latest estimate I've seen is approximately a million dollars.
4 5 6 7 8 9 10 11 12 13 14	practice statutes. Is that fair? A. That would be speculation on my part. I Q. You don't think that's an unfair inference, do you, sir? A. I don't think it's unfair. Q. Do you see in sticking with paragraph 25, the penultimate sentence I read to say, in addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign? A. Did you say paragraph 25? I think Q. Oh, did I say paragraph 25? A. You did.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A. It's your question. Q. I read the second to last sentence in paragraph 24 as follows: In addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign. Have I read that correctly? A. That is correct. Q. Can you tell me how much tell me the cost. A. That I'm aware of, and I don't think it's limited to this yet, because I believe there will be ongoing campaigns as well, but to date the latest estimate I've seen is approximately a million dollars. Q. So a million dollar ad campaign?
4 5 6 7 8 9 10 11 12 13 14 15 16	practice statutes. Is that fair? A. That would be speculation on my part. I Q. You don't think that's an unfair inference, do you, sir? A. I don't think it's unfair. Q. Do you see in sticking with paragraph 25, the penultimate sentence I read to say, in addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign? A. Did you say paragraph 25? I think Q. Oh, did I say paragraph 25? A. You did. MS. SIMS: Yes.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A. It's your question. Q. I read the second to last sentence in paragraph 24 as follows: In addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign. Have I read that correctly? A. That is correct. Q. Can you tell me how much tell me the cost. A. That I'm aware of, and I don't think it's limited to this yet, because I believe there will be ongoing campaigns as well, but to date the latest estimate I've seen is approximately a million dollars.
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	practice statutes. Is that fair? A. That would be speculation on my part. I Q. You don't think that's an unfair inference, do you, sir? A. I don't think it's unfair. Q. Do you see in sticking with paragraph 25, the penultimate sentence I read to say, in addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign? A. Did you say paragraph 25? I think Q. Oh, did I say paragraph 25? A. You did. MS. SIMS: Yes. BY MR. KINGSTON (CONT.):	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	A. It's your question. Q. I read the second to last sentence in paragraph 24 as follows: In addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign. Have I read that correctly? A. That is correct. Q. Can you tell me how much — tell me the cost. A. That I'm aware of, and I don't think it's limited to this yet, because I believe there will be ongoing campaigns as well, but to date the latest estimate I've seen is approximately a million dollars. Q. So a million dollar ad campaign? A. Yes. Q. And how many customers did that million dollar ad
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	practice statutes. Is that fair? A. That would be speculation on my part. I Q. You don't think that's an unfair inference, do you, sir? A. I don't think it's unfair. Q. Do you see in sticking with paragraph 25, the penultimate sentence I read to say, in addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign? A. Did you say paragraph 25? I think Q. Oh, did I say paragraph 25? A. You did. MS. SIMS: Yes. BY MR. KINGSTON (CONT.): Q. Dog gone it. I said penultimate and everything in	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A. It's your question. Q. I read the second to last sentence in paragraph 24 as follows: In addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign. Have I read that correctly? A. That is correct. Q. Can you tell me how much tell me the cost. A. That I'm aware of, and I don't think it's limited to this yet, because I believe there will be ongoing campaigns as well, but to date the latest estimate I've seen is approximately a million dollars. Q. So a million dollar ad campaign? A. Yes. Q. And how many customers did that million dollar ad campaign target?
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	practice statutes. Is that fair? A. That would be speculation on my part. I Q. You don't think that's an unfair inference, do you, sir? A. I don't think it's unfair. Q. Do you see in sticking with paragraph 25, the penultimate sentence I read to say, in addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign? A. Did you say paragraph 25? I think Q. Oh, did I say paragraph 25? A. You did. MS. SIMS: Yes. BY MR. KINGSTON (CONT.): Q. Dog gone it. I said penultimate and everything in that one. I was pretty proud of that question.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. It's your question. Q. I read the second to last sentence in paragraph 24 as follows: In addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign. Have I read that correctly? A. That is correct. Q. Can you tell me how much tell me the cost. A. That I'm aware of, and I don't think it's limited to this yet, because I believe there will be ongoing campaigns as well, but to date the latest estimate I've seen is approximately a million dollars. Q. So a million dollar ad campaign? A. Yes. Q. And how many customers did that million dollar ad campaign target? A. And this, again, is going to be a rough
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	practice statutes. Is that fair? A. That would be speculation on my part. I Q. You don't think that's an unfair inference, do you, sir? A. I don't think it's unfair. Q. Do you see in sticking with paragraph 25, the penultimate sentence I read to say, in addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign? A. Did you say paragraph 25? I think Q. Oh, did I say paragraph 25? A. You did. MS. SIMS: Yes. BY MR. KINGSTON (CONT.): Q. Dog gone it. I said penultimate and everything in	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. It's your question. Q. I read the second to last sentence in paragraph 24 as follows: In addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign. Have I read that correctly? A. That is correct. Q. Can you tell me how much tell me the cost. A. That I'm aware of, and I don't think it's limited to this yet, because I believe there will be ongoing campaigns as well, but to date the latest estimate I've seen is approximately a million dollars. Q. So a million dollar ad campaign? A. Yes. Q. And how many customers did that million dollar ad campaign target? A. And this, again, is going to be a rough approximation. I'd say around 800,000, seven hundred to
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	practice statutes. Is that fair? A. That would be speculation on my part. I Q. You don't think that's an unfair inference, do you, sir? A. I don't think it's unfair. Q. Do you see in sticking with paragraph 25, the penultimate sentence I read to say, in addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign? A. Did you say paragraph 25? I think Q. Oh, did I say paragraph 25? A. You did. MS. SIMS: Yes. BY MR. KINGSTON (CONT.): Q. Dog gone it. I said penultimate and everything in that one. I was pretty proud of that question. A. That was a that was a big dollar word. Q. It was. It was pretty good.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. It's your question. Q. I read the second to last sentence in paragraph 24 as follows: In addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign. Have I read that correctly? A. That is correct. Q. Can you tell me how much tell me the cost. A. That I'm aware of, and I don't think it's limited to this yet, because I believe there will be ongoing campaigns as well, but to date the latest estimate I've seen is approximately a million dollars. Q. So a million dollar ad campaign? A. Yes. Q. And how many customers did that million dollar ad campaign target? A. And this, again, is going to be a rough approximation. I'd say around 800,000, seven hundred to eight hundred thousand customers were the was the
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	practice statutes. Is that fair? A. That would be speculation on my part. I Q. You don't think that's an unfair inference, do you, sir? A. I don't think it's unfair. Q. Do you see in sticking with paragraph 25, the penultimate sentence I read to say, in addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign? A. Did you say paragraph 25? I think Q. Oh, did I say paragraph 25? A. You did. MS. SIMS: Yes. BY MR. KINGSTON (CONT.): Q. Dog gone it. I said penultimate and everything in that one. I was pretty proud of that question. A. That was a that was a big dollar word. Q. It was. It was pretty good. A. Yeah, penultimate is a great word.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	A. It's your question. Q. I read the second to last sentence in paragraph 24 as follows: In addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign. Have I read that correctly? A. That is correct. Q. Can you tell me how much tell me the cost. A. That I'm aware of, and I don't think it's limited to this yet, because I believe there will be ongoing campaigns as well, but to date the latest estimate I've seen is approximately a million dollars. Q. So a million dollar ad campaign? A. Yes. Q. And how many customers did that million dollar ad campaign target? A. And this, again, is going to be a rough approximation. I'd say around 800,000, seven hundred to eight hundred thousand customers were the was the target. Not just customers, seven to eight hundred
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	practice statutes. Is that fair? A. That would be speculation on my part. I Q. You don't think that's an unfair inference, do you, sir? A. I don't think it's unfair. Q. Do you see in sticking with paragraph 25, the penultimate sentence I read to say, in addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign? A. Did you say paragraph 25? I think Q. Oh, did I say paragraph 25? A. You did. MS. SIMS: Yes. BY MR. KINGSTON (CONT.): Q. Dog gone it. I said penultimate and everything in that one. I was pretty proud of that question. A. That was a that was a big dollar word. Q. It was. It was pretty good.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. It's your question. Q. I read the second to last sentence in paragraph 24 as follows: In addition, as a direct result of Charter's advertising campaign, Windstream has undertaken an extensive mailing and advertising campaign at significant cost and expense to counter Charter's false and misleading advertising campaign. Have I read that correctly? A. That is correct. Q. Can you tell me how much tell me the cost. A. That I'm aware of, and I don't think it's limited to this yet, because I believe there will be ongoing campaigns as well, but to date the latest estimate I've seen is approximately a million dollars. Q. So a million dollar ad campaign? A. Yes. Q. And how many customers did that million dollar ad campaign target? A. And this, again, is going to be a rough approximation. I'd say around 800,000, seven hundred to eight hundred thousand customers were the was the

Page 90 Page 91 broad set of customers and potential customers. 1 Q. Is there anything else included in that million Q. So it cost Windstream a million dollars to send 2 dollars beyond those three things that I've articulated? letters to 800,000 people? 3 A. Those are expenses I've seen. I've not included 4 A. Well, not just to send, but you also have to pay any kind of internal resource time to work on the for materials that's comprised of the letter. 5 creative or work on the design. Those are just the Q. Okay. 6 out-of-pocket expenses to a third party that I've seen so 7 A. So you have mailing and you have the actual 8 physical document, and then you have the printing expense Q. What's the -- what's the piece of the million 9 dollars that would be associated with just the physical 10 10 Q. So Windstream works with somebody who does creative mailing. work that puts together a mailing for Windstream? 11 What's the piece of it? 12 Q. Yeah, like is it 700,000, 800,000? What's the 12 13 dollar amount --13 Q. And Windstream pays whoever that is; correct? 14 A. Of the mailing? 14 That is correct. 15 Q. Who does Windstream use? 15 -- specifically with just mailing? 16 The mailing expense? 16 A. I don't know. 17 Yes, sir. 17 Q. Who would know? Q. 18 A. I don't know the breakout of that. I've seen it. 18 A. Probably Jeff Auman, who's our -- and don't ask me 19 but I haven't -- I don't recall the exact mail cost. 19 to spell his last name. I'd probable butcher it all up, 20 Q. But you've seen it on a piece of paper or an 20 but he's our senior vice president over sales and 21 E-mail? 21 marketing for consumer/small business 22 A. Yeah, I saw it -- I saw it in a -- in a document 22 Q. So you say it's a million dollars. It's a million 23 explaining what the marketing campaign was going to be. 23 dollars for working with an outside creative firm, an 24 Q. So there's a document out there that identifies the 2.4 outside printer and for mailing costs? 25 cost associated with that marketing campaign and that 25 A. That is correct. Page 92 Page 93 1 1 document is what you're relying on when you say that the in issue in this adversary proceeding? 2 2 campaign was in the million dollar range? A. Most likely what you would see a specific reference 3 A. Correct. 3 to the name of it, it being either Spectrum, Charter, 4 MR. KINGSTON: Now a good time for a 4 AT&T or specifically call out the term bankruptcy. There 5 break? 5 wouldn't be necessarily an abbreviation associated with 6 MS. SIMS: Yes. 6 that that's a standard abbreviation. 7 MR. SIMS: We're going off the record. 7 Q. Okay. 8 8 The time is approximately 11:40 a.m. I apologize. 9 9 (The deposition recessed at 11:40 a.m. and I'd like to review if we could, Mr. Langston, some of the contemporaneous notes that were produced to 10 reconvened at 12:26 p.m.) 10 11 11 Charter by Windstream in this action. MR. SIMS: We are back on the record. The 12 time is approximately 12:26 p.m. 12 MR. KINGSTON: Miss Sims, I'll let you take a look at this and tell me if you want 13 BY MR. KINGSTON (CONT.): 13 14 Q. Mr. Langston, I'm going to stick with your -- with 14 to -- I'll share it or not share it, however 15 Exhibit 2, your declaration in support of the motion for 15 you see fit. 16 preliminary injunction, and I'm going to direct your 16 MS. SIMS: We'll continue just as we have 17 attention to paragraph 21 on page seven where you state 17 been doing. MR. KINGSTON: Rather than deface all 18 that Windstream customer care associates take 18 19 contemporaneous notes of calls made to the customer 19 these, the exhibits are all labeled as 20 service center. Do you see that, sir? 20 confidential, and can we just agree, counsel, 21 21 that it's all to be treated as attorney's eyes 2.2 2.2 Q. How would I be able to tell from those only? 23 23 MS. GREER: Yes, I agree. contemporaneous notes whether a particular call was in 2.4 response to an AT&T advertisement, Windstream's own 24 MR. KINGSTON: And if you'd just make a 25 notice of bankruptcy or the Spectrum advertising that's 25 note of that, that's perfect. Thank you.

Page 94 Page 95 BY MR. KINGSTON (CONT.): 1 these call notes? 2 Q. Mr. Langston, what's your understanding of the --2 A. I'm reading through it. I apologize. you understand that some notes that were in the 3 Q. Oh, no, you're fine. 4 Windstream billing system were produced to Charter in A. No, I don't. this lawsuit? 5 O. So I -- it looks like the notes kind of work in A. Yes 6 chronological -- excuse me, chronological order from the 7 Q. And what's your understanding of what notes were bottom to the top? produced? 8 A. Correct. 9 Q. And so it looks like there was a call in on 9 A. Notes related to customers calling in specific to 10 April 5th, 2019, whether it was a customer inquiry about 10 Charter's advertisements. 11 (Exhibit 3 was marked.) 11 only getting 50 megabytes. Spectrum offered -- only 12 BY MR. KINGSTON (CONT.): getting 50 megabytes. Spectrum offered a hundred 12 13 megabytes. I advised due to Kinticity -- Kinetic TV, 13 Q. I'm handing you a document that I've labeled as 14 only getting 50 megabytes for WiFi. I offered DirecTV. 14 Exhibit 3. Exhibit 3 is a one page document that is 15 He got a letter about TV. Bates labeled WIN 332 at the bottom. In the upper 15 16 A. That would be correct. 16 right-hand corner, it includes the following series of 17 Q. So what's -- I read that to see the customer is numbers 091809961. Do you recognize Exhibit 3, sir? 17 18 concerned about speed, not bankruptcy. Do you read it 18 A. Yes. 19 the same way, sir? 19 O. What is Exhibit 3? 20 A. Yes. 20 A. These are call notes in relation to a customer 21 Q. What is the -- what is that number in the top 21 calling in to disconnect for -- to move to Spectrum. 2.2 right-hand corner? Do you know what that is? 22 Q. Where on Exhibit 3 would I find a reference to 23 A. The time. 23 Windstream's bankruptcy? 24 Q. The 091809961. I'm sorry, sir. I'm talking 24 A. You wouldn't. 25 about --25 Q. There's no reference to Windstream's bankruptcy in Page 96 Page 97 1 1 account number. The number in the lower right-hand A. Oh. 2 2 Q. Yeah. corner is the Bates number. Is -- Exhibit 3 is a 3 Yes. I don't know what that is. 3 Windstream -- Windstream customer note that includes no 4 4 reference to Windstream's bankruptcy; is that right? Was there a -- I guess, a list of -- it looks there 5 A. I don't see any reference, no. 5 may have been a production -- an internal production of 6 all customer service notes or some big chunk of customer 6 (Exhibit 4 was marked.) 7 service notes within a specific timeframe, and that would 7 BY MR. KINGSTON (CONT.): 8 8 be -- those would have been labeled by the number in the Q. I think Exhibit 4 matters less with that 9 9 clarification, but I'll go ahead and give it to you. upper right-hand corner, and then the production of stuff 10 related to the Spectrum advertising bankruptcy issue 10 Do you see any reference to Windstream's bankruptcy 11 11 in Exhibit 4? would have been produced and Bates labeled in the 12 lower -- lower right-hand corner. Does that look fair to 12 A. No, the whole remarks section has been redacted. 13 13 Q. And for the record, Exhibit 4 is single page you, sir? 14 14 A. I don't know. document that looks to be a screenshot of customer notes, 15 and it is Bates labeled WIN 333. And, again, there's no 15 Q. Okay. 16 MS. SIMS: John, I will represent to you 16 reference to Windstream's bankruptcy in Exhibit 4 either; 17 that that number in the upper right is the 17 isn't that right, sir? 18 18 account number. A. No. 19 MR. KINGSTON: Oh, is that right? 19 (Exhibit 5 was marked.) 20 BY MR. KINGSTON (CONT.): 20 MS. SIMS: Yes. Q. Exhibit 5 is a single page document Bates labeled 21 MR. KINGSTON: Oh, okay. Thank you for 21 that clarification. That's very helpful. I 2.2 WIN 295. Do you recognize Exhibit 5, sir? 2.2 23 23 was lost. 2.4 BY MR. KINGSTON (CONT.): 24 And what is that? 25 A. It is another record of a customer call in and the 25 Q. So the number in the upper right-hand corner is the

	Page 98		Page 99
1	notes associated with the call.	1	(Exhibit 6 was marked.)
2	Q. And I read the remarks for Exhibit 5 as follows:	2	BY MR. KINGSTON (CONT.):
3	Customer inquiry to check on modem return ported out,	3	Q. Mr. Langston, Exhibit 6 is a single page
4	said due to we filed Chapter 11 and sent him a letter. I	4	document excuse me.
5	advised only restructuring, not going to close. He	5	Mr. Langston, Exhibit 6 is a single page document
6	changed to Spectrum, said would have anyway due to cost.	6	that is Bates labeled WIN 236. Can you tell me what
7	Have I read that correctly, sir?	7	Exhibit 6 is, sir?
8	A. That is correct.	8	A. It is another record of a customer call coming in
9	Q. And so this looks like a reference to when	9	and the notes taken as a result.
10	what do you read the phrase do you mind if I start	10	Q. Is the customer considering switching to Spectrum?
11	that over, Mr. Langston?	11	A. Yes.
12	A. No, not at all.	12	Q. And is there any indication in Exhibit 6 that the
13	Q. What do you read the phrase we filed Chapter 11 and	13	customer was considering switching to Spectrum because of
14	sent him a letter to mean?	14	Windstream's bankruptcy?
15	A. Meaning that Windstream filed for Chapter 11 and	15	A. No.
16	Windstream sent him a letter.	16	Q. And, ultimately, the customer stayed with
17	Q. So is this a reference to Spectrum advertising or	17	Windstream?
18	Windstream's own notice of bankruptcy?	18	A. It appears to be so.
19	A. It would appear to be related to Windstream's	19	Q. What does and what does CAMP mean? C-A-M-P,
20	notice.	20	that kind of salutation at the end with a bracketed by
21	Q. In any event, the bankruptcy wasn't the reason why	21	explanation point.
22	the customer changed providers. He changed to	22	A. I'm not sure. We actually have a system called
23	Spectrum or the customer changed to Spectrum due to	23	CAMP. They might be referencing that. It could be
24	cost; isn't that right?	24	referencing the billing system, which is called CAMS, and
25	A. That's what it indicates.	25	they put something in there. I really don't know.
	Page 100		Page 101
1	Page 100 Q. Okay.	1	Page 101 Verizon?
2	Q. Okay.A. It could be many things.	2	Verizon? A. I don't know.
	Q. Okay.A. It could be many things.(Exhibit 7 was marked.)	2	Verizon? A. I don't know. (Exhibit 8 was marked.)
2	Q. Okay. A. It could be many things. (Exhibit 7 was marked.) BY MR. KINGSTON (CONT.):	2 3 4	Verizon? A. I don't know. (Exhibit 8 was marked.) BY MR. KINGSTON (CONT.):
2	 Q. Okay. A. It could be many things. (Exhibit 7 was marked.) BY MR. KINGSTON (CONT.): Q. Mr. Langston, Exhibit 7 is a single page document 	2	Verizon? A. I don't know. (Exhibit 8 was marked.) BY MR. KINGSTON (CONT.): Q. Exhibit 8 is a single page document Bates labeled
2 3 4	 Q. Okay. A. It could be many things. (Exhibit 7 was marked.) BY MR. KINGSTON (CONT.): Q. Mr. Langston, Exhibit 7 is a single page document Bates labeled WIN 257. Do you recognize Exhibit 7, sir? 	2 3 4 5 6	Verizon? A. I don't know. (Exhibit 8 was marked.) BY MR. KINGSTON (CONT.): Q. Exhibit 8 is a single page document Bates labeled WIN 262. Do you recognize Exhibit 8, sir?
2 3 4 5 6 7	 Q. Okay. A. It could be many things. (Exhibit 7 was marked.) BY MR. KINGSTON (CONT.): Q. Mr. Langston, Exhibit 7 is a single page document Bates labeled WIN 257. Do you recognize Exhibit 7, sir? A. It appears to be notes in our system related to 	2 3 4 5 6 7	Verizon? A. I don't know. (Exhibit 8 was marked.) BY MR. KINGSTON (CONT.): Q. Exhibit 8 is a single page document Bates labeled WIN 262. Do you recognize Exhibit 8, sir? A. Yes.
2 3 4 5 6 7 8	 Q. Okay. A. It could be many things. (Exhibit 7 was marked.) BY MR. KINGSTON (CONT.): Q. Mr. Langston, Exhibit 7 is a single page document Bates labeled WIN 257. Do you recognize Exhibit 7, sir? A. It appears to be notes in our system related to another customer call. 	2 3 4 5 6 7 8	Verizon? A. I don't know. (Exhibit 8 was marked.) BY MR. KINGSTON (CONT.): Q. Exhibit 8 is a single page document Bates labeled WIN 262. Do you recognize Exhibit 8, sir? A. Yes. Q. And what is it?
2 3 4 5 6 7 8 9	 Q. Okay. A. It could be many things. (Exhibit 7 was marked.) BY MR. KINGSTON (CONT.): Q. Mr. Langston, Exhibit 7 is a single page document Bates labeled WIN 257. Do you recognize Exhibit 7, sir? A. It appears to be notes in our system related to another customer call. Q. And I read those notes at follows: Called and I 	2 3 4 5 6 7 8 9	Verizon? A. I don't know. (Exhibit 8 was marked.) BY MR. KINGSTON (CONT.): Q. Exhibit 8 is a single page document Bates labeled WIN 262. Do you recognize Exhibit 8, sir? A. Yes. Q. And what is it? A. Another customer call and associated notes with
2 3 4 5 6 7 8 9	 Q. Okay. A. It could be many things. (Exhibit 7 was marked.) BY MR. KINGSTON (CONT.): Q. Mr. Langston, Exhibit 7 is a single page document Bates labeled WIN 257. Do you recognize Exhibit 7, sir? A. It appears to be notes in our system related to another customer call. Q. And I read those notes at follows: Called and I let know that we did file Chapter 11 and we are not 	2 3 4 5 6 7 8 9	Verizon? A. I don't know. (Exhibit 8 was marked.) BY MR. KINGSTON (CONT.): Q. Exhibit 8 is a single page document Bates labeled WIN 262. Do you recognize Exhibit 8, sir? A. Yes. Q. And what is it? A. Another customer call and associated notes with that call.
2 3 4 5 6 7 8 9 10	 Q. Okay. A. It could be many things. (Exhibit 7 was marked.) BY MR. KINGSTON (CONT.): Q. Mr. Langston, Exhibit 7 is a single page document Bates labeled WIN 257. Do you recognize Exhibit 7, sir? A. It appears to be notes in our system related to another customer call. Q. And I read those notes at follows: Called and I let know that we did file Chapter 11 and we are not closing and all is fine. Have I read that correctly, 	2 3 4 5 6 7 8 9 10	Verizon? A. I don't know. (Exhibit 8 was marked.) BY MR. KINGSTON (CONT.): Q. Exhibit 8 is a single page document Bates labeled WIN 262. Do you recognize Exhibit 8, sir? A. Yes. Q. And what is it? A. Another customer call and associated notes with that call. Q. How can you tell from Exhibit 8 whether the
2 3 4 5 6 7 8 9 10 11	 Q. Okay. A. It could be many things. (Exhibit 7 was marked.) BY MR. KINGSTON (CONT.): Q. Mr. Langston, Exhibit 7 is a single page document Bates labeled WIN 257. Do you recognize Exhibit 7, sir? A. It appears to be notes in our system related to another customer call. Q. And I read those notes at follows: Called and I let know that we did file Chapter 11 and we are not closing and all is fine. Have I read that correctly, sir? 	2 3 4 5 6 7 8 9 10 11	Verizon? A. I don't know. (Exhibit 8 was marked.) BY MR. KINGSTON (CONT.): Q. Exhibit 8 is a single page document Bates labeled WIN 262. Do you recognize Exhibit 8, sir? A. Yes. Q. And what is it? A. Another customer call and associated notes with that call. Q. How can you tell from Exhibit 8 whether the customer was inquiring as a result of receiving a
2 3 4 5 6 7 8 9 10 11 12 13	 Q. Okay. A. It could be many things. (Exhibit 7 was marked.) BY MR. KINGSTON (CONT.): Q. Mr. Langston, Exhibit 7 is a single page document Bates labeled WIN 257. Do you recognize Exhibit 7, sir? A. It appears to be notes in our system related to another customer call. Q. And I read those notes at follows: Called and I let know that we did file Chapter 11 and we are not closing and all is fine. Have I read that correctly, sir? A. Yes. 	2 3 4 5 6 7 8 9 10 11 12 13	Verizon? A. I don't know. (Exhibit 8 was marked.) BY MR. KINGSTON (CONT.): Q. Exhibit 8 is a single page document Bates labeled WIN 262. Do you recognize Exhibit 8, sir? A. Yes. Q. And what is it? A. Another customer call and associated notes with that call. Q. How can you tell from Exhibit 8 whether the customer was inquiring as a result of receiving a Spectrum advertisement as opposed to receiving
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26 (Pages 98 to 101)

	Page 102		Page 103
1	ask if Windstream is going out of business. Advised no	1	accepted.
2	and reviewed account.	2	Have I read that correctly?
3	Have I read that correctly?	3	A. Yes.
4	A. That is correct.	4	Q. And so in this instance, a customer received a
5	Q. And can you tell from Exhibit 9 whether the	5	Spectrum advertisement about bankruptcy and then asked
6	customer is calling in response to Windstream's own	6	Windstream to beat Spectrum's offer?
7	notice of bankruptcy?	7	A. That is correct.
8	A. No, you can't tell that.	8	Q. And it appears from Exhibit 10 that the customer
9	Q. And can you tell from Exhibit 9 whether the	9	stayed with Spectrum or excuse me, stayed with
10	customer is calling in response to bankruptcy related	10	Windstream; isn't that right?
11	advertising by, for example, AT&T?	11	A. Yes.
12	A. No.	12	Q. And that customer or that consumer received a
13	Q. You can't tell one way or the other from Exhibit 9,	13	modem credit from Windstream?
14	can you, sir?	14	A. Yes.
15	A. No.	15	Q. What's a modem credit?
16	(Exhibit 10 was marked.)	16	A. That would be, you know, the monthly rental fee
17	BY MR. KINGSTON (CONT.):	17	that we charge for a modem. We give them credit for
18	Q. Exhibit 10 is a single page document Bates labeled	18	that.
19	WIN 291. Do you recognize Exhibit 10, sir?	19	Q. So Windstream sells does Windstream sell modems
20	A. Yes.	20	or does it rent them?
21	Q. And what is that?	21	A. Rents them.
22	A. Another customer call with the associated notes.	22	Q. And at some point
23	Q. And I read the notes as follows: Customer inquiry,	23	A. I don't know if they gave I can't discern from
24	was sent letter from Spectrum about bankruptcy. Wanted	24	this whether they got credit for one month's rental or
25	us to beat offer from Spectrum. Offered modem credit,	25	the life of the modem or what they got. I just know they
	Page 104		Page 105
1	got a credit related to a modem.	1	whether or not that customer is calling in response to
	•		Windstream's own notice of bankruptcy or the Spectrum
3	rental?		advertising?
4	A. No, I don't.	4	A. You can't tell.
5	(Exhibit 11 was marked.)	5	There's a quota for those.
6	BY MR. KINGSTON (CONT.):	6	(Exhibit 12 was marked.)
7	Q. I marked as Exhibit 11 a single page document.	7	BY MR. KINGSTON (CONT.):
8	It's Bates labeled WIN 365. Do you recognize Exhibit 11,	8	Q. And, sir, I've marked as Exhibit 12, excuse me, a
9	sir?	9	single page document that is Bates labeled WIN 367. Do
10	A. Yes.	10	you recognize Exhibit 12, sir?
11	Q. And what is it?	11	A. Ido.
12	A. It is a call customer call and the associated	12	Q. And what is Exhibit 12?
13	notes.	13	Another customer call in and associated notes.
14	Q. I read the notes, customer inquiry, verified wanted	14	Q. And can you tell from that customer call in whether
15	to know if Windstream is going out of business. Advised	15	the customer is calling in response to something in
16	BAU. Have I read that correctly?	16	response to an advertisement by one of Windstream's
17	A. That is correct.	17	competitors other than Spectrum, in response to
18	Q. And BAU is that acronym or I guess the	18	Windstream's own notice of bankruptcy to all of its
19	abbreviation that we discussed earlier business as usual?	19	customers or in response to the Spectrum advertising at
20	A. That is correct.	20	issue?
21	Q. And business as usual was one of the talking points	21	A. You can't tell.
22	that was circulated in connection with Windstream	22	Q. If you'd put those aside, sir.
	providing a notice of bankruptcy to all of its customers?	23	Can we talk a little bit about the last mile
23	providing a notice of bankrupicy to an or its customers:		
23 24	A. That is correct.	24	contractual relationship discussed in paragraph 25 of
	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 3 4 5 6 7 8 9 9 10 11 11 11 11 12 13 14 15 16 17 17 18 18 18 18 18 18 18 18 18 18 18 18 18	and reviewed account. Have I read that correctly? A. That is correct. Q. And can you tell from Exhibit 9 whether the customer is calling in response to Windstream's own notice of bankruptcy? A. No, you can't tell that. Q. And can you tell from Exhibit 9 whether the customer is calling in response to bankruptcy related advertising by, for example, AT&T? A. No. You can't tell one way or the other from Exhibit 9, can you, sir? A. No. (Exhibit 10 was marked.) BY MR. KINGSTON (CONT.): Q. Exhibit 10 is a single page document Bates labeled WIN 291. Do you recognize Exhibit 10, sir? A. Another customer call with the associated notes. Q. And I read the notes as follows: Customer inquiry, was sent letter from Spectrum about bankruptcy. Wanted us to beat offer from Spectrum. Offered modem credit, Page 104 got a credit related to a modem. Q. Do you know what Windstream charges for modem rental? A. No, I don't. (Exhibit 11 was marked.) BY MR. KINGSTON (CONT.): Q. I marked as Exhibit 11 a single page document. It's Bates labeled WIN 365. Do you recognize Exhibit 11, sir? A. Yes. Q. And what is it? A. It is a call — customer call and the associated notes. Q. I read the notes, customer inquiry, verified wanted to know if Windstream is going out of business. Advised BAU. Have I read that correctly? A. That is correct. Q. And BAU is that acronym — or I guess the abbreviation that we discussed earlier business as usual? A. That is correct.	2 and reviewed account. 2 3 Have I read that correctly? 3 4 A. That is correct. 4 5 Q. And can you tell from Exhibit 9 whether the 6 6 customer is calling in response to Windstream's own notice of bankruptcy? 7 8 A. No, you can't tell that. 9 9 Q. And can you tell from Exhibit 9 whether the 9 10 customer is calling in response to bankruptcy related 10 11 advertising by, for example, AT&T? 11 12 A. No. 12 13 Q. You can't tell one way or the other from Exhibit 9, 13 14 can you, sir? 14 15 A. No. 15 16 (Exhibit 10 was marked.) 16 17 BY MR. KINGSTON (CONT.): 17 18 Q. Exhibit 10 is a single page document Bates labeled 19 WIN 291. Do you recognize Exhibit 10, sir? 19 20 A. Yes. 20 21 Q. And what is that? 21 22 A. Another customer call with the associated notes. 22 23 Q. And I read the notes as follows: Customer inquiry, 23 24 was sent letter from Spectrum about bankruptcy. Wanted 24 25 us to beat offer from Spectrum. Offered modem credit, 25 26 U. Do you know what Windstream charges for modem 2 27 rental? 3 28 A. No. I don't. 4 29 Q. Do you know what Windstream charges for modem 2 3 rental? 3 4 A. No. I don't. 4 5 (Exhibit 11 was marked.) 5 6 BY MR. KINGSTON (CONT.): 6 7 Q. I marked as Exhibit 11 a single page document. 7 8 It's Bates labeled WIN 365. Do you recognize Exhibit 11, 8 8 sir? 9 10 A. Yes. 10 11 Q. And what is it? 11 12 A. It is a call — customer call and the associated 12 13 notes. 13 14 Q. I read the notes, customer inquiry, verified wanted 14 15 to know if Windstream is going out of business. Advised 15 16 BAU. Have I read that correctly? 16 17 A. That is correct. 20 18 A. That is correct. 20 20 And business as usual was one of the talking points 21

		of 54	
	Page 106		Page 107
	1 A. Okay.	1	Charter customer service lines or anything like that?
	2 Q. Now, that that's a contractual relationship	2	A. Not that I'm aware of.
	3 between Windstream and Charter?	3	And I'm not sure where in the sequence when they
	4 A. That is correct.	4	contacted Windstream, did they then contact Charter after
	5 Q. And in that circumstance, Windstream is the	5	that or vice versa. I don't know what order they
	6 customer and Charter is the vendor?	6	contacted them.
	7 A. That is correct.	7	Q. The contact the contacting Charter isn't
	8 Q. And then Windstream Windstream maintains the	8	something that Windstream would encourage its customers
	9 relationship with the end users?	9	to do?
	10 A. That is correct.	10	A. No. No. We would maintain that relationship.
	11 Q. And if the end users have a problem, they contact	11	(Exhibit 13 was marked.)
	12 Windstream?	12	BY MR. KINGSTON (CONT.):
	13 A. Typically, yes.	13	Q. Mr. Langston, I'm handing you a document that I've
	14 Q. In what circumstances wouldn't they contact	14	marked as Exhibit 13, which I will represent to you and
	15 Windstream?	15	to your counsel and counsel for the unsecured creditors
	16 A. I think in specific to this situation in paragraph	16	is Exhibit 3 to your affidavit. Do you recognize
	25, and to be honest with you, I'm not sure how they got	17	Exhibit 3 to your affidavit, sir?
	in contact with Charter, but these customers actually	18	A. Yes.
	19 contacted Charter because of their circuits being turned	19	Q. And Exhibit 3 contains the Spectrum advertising
	20 off.	20	that Windstream objects to in this adversary proceeding?
	Q. You don't know how the customers referenced in	21	A. Yes.
	paragraph 25 of your affidavit were able to contact	22	Q. Some of it, I understand.
	23 Charter?	23	A. Some of it. It's not totally inclusive, but some
	A. I'm not aware of how they did that, no.	24	of it.
	Q. Windstream didn't provide its customers with	25	Q. If it's if it's in Exhibit 3, it's fair to say
	Page 108		Page 109
1	Page 108	1	Page 109
1	that Windstream objects to it?	1	collective the collective message of all of that
2	that Windstream objects to it? A. I think that's fair.	2	collective the collective message of all of that entire series of statements implies that Windstream is
2	that Windstream objects to it? A. I think that's fair. Q. About seven pages in, do you see an insert that	2	collective the collective message of all of that entire series of statements implies that Windstream is going away and going out of business.
2 3 4	that Windstream objects to it? A. I think that's fair. Q. About seven pages in, do you see an insert that says Now is the time to switch to Spectrum?	2 3 4	collective the collective message of all of that entire series of statements implies that Windstream is going away and going out of business. Q. So if Windstream is successful in its
2 3 4 5	that Windstream objects to it? A. I think that's fair. Q. About seven pages in, do you see an insert that says Now is the time to switch to Spectrum? A. Yes.	2 3 4 5	collective the collective message of all of that entire series of statements implies that Windstream is going away and going out of business. Q. So if Windstream is successful in its reorganization efforts and emerges from Chapter 11 and
2 3 4 5 6	that Windstream objects to it? A. I think that's fair. Q. About seven pages in, do you see an insert that says Now is the time to switch to Spectrum? A. Yes. Q. If you look at the bottom, it says in the	2 3 4 5 6	collective the collective message of all of that entire series of statements implies that Windstream is going away and going out of business. Q. So if Windstream is successful in its reorganization efforts and emerges from Chapter 11 and Charter ran this identical ad, would that in your view be
2 3 4 5 6 7	that Windstream objects to it? A. I think that's fair. Q. About seven pages in, do you see an insert that says Now is the time to switch to Spectrum? A. Yes. Q. If you look at the bottom, it says in the bottom, there's a small rectangle in the in the center	2 3 4 5 6 7	collective the collective message of all of that entire series of statements implies that Windstream is going away and going out of business. Q. So if Windstream is successful in its reorganization efforts and emerges from Chapter 11 and Charter ran this identical ad, would that in your view be false and deceptive?
2 3 4 5 6 7 8	that Windstream objects to it? A. I think that's fair. Q. About seven pages in, do you see an insert that says Now is the time to switch to Spectrum? A. Yes. Q. If you look at the bottom, it says in the bottom, there's a small rectangle in the in the center of the page that includes the following sequence of	2 3 4 5 6 7 8	collective the collective message of all of that entire series of statements implies that Windstream is going away and going out of business. Q. So if Windstream is successful in its reorganization efforts and emerges from Chapter 11 and Charter ran this identical ad, would that in your view be false and deceptive? A. When Windstream I couldn't speculate. I
2 3 4 5 6 7 8	that Windstream objects to it? A. I think that's fair. Q. About seven pages in, do you see an insert that says Now is the time to switch to Spectrum? A. Yes. Q. If you look at the bottom, it says in the bottom, there's a small rectangle in the in the center of the page that includes the following sequence of numbers 00020538. Do you see that, sir?	2 3 4 5 6 7 8	collective the collective message of all of that entire series of statements implies that Windstream is going away and going out of business. Q. So if Windstream is successful in its reorganization efforts and emerges from Chapter 11 and Charter ran this identical ad, would that in your view be false and deceptive? A. When Windstream I couldn't speculate. I would I still think it's false if our future is not
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28 (Pages 106 to 109)

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	Page 110		Page 111
1	A. Meaning this this ad was run, you know, very	1	specific date. I know it was in later March, past the
2	closely after Windstream filed for bankruptcy to create	2	middle of the month sometime I believe.
3	the uncertainty and doubt. So even if the customers	3	Q. So your your belief that the advertisement that
4	weren't aware of Windstream's bankruptcy, it elicited	4	includes that two - 20538 number at the bottom went out
5	concern about Windstream's future existence.	5	before Windstream's Windstream notified its customers
6	Q. So a customer that wasn't aware of Windstream's	6	that it was entering bankruptcy is based on your
7	bankruptcy would, in your view, be concerned about	7	understanding that the that Windstream notified its
8	Windstream's future existence solely based on what this	8	customers that it was going into bankruptcy in the end of
9	ad says?	9	March?
10	A. Yes.	10	A. I said later March in terms of Windstream's notice.
11	Q. Well, then why does it matter the proximity to the	11	I'm not sure when once again, that's just my
12		12	recollection. I I don't know for certain the date
13	timing of Windstream's bankruptcy? A. Well, I was there are customers that were aware	13	that we mailed the notices, but I believe in proximity to
14	of the bankruptcy. There are customers that weren't. I	14	when these are, the notices came out after the
		15	
15 16	think if you looked at the collective group, you have to	16	advertisement. Q. So I'm trying to understand, are you are you
	say that not all customers might have been aware of it. So this would elicit some amount of concern for those	17	concerned about this ad that doesn't reference bankruptcy
17		18	1 ,
18	customers part, but there were a great amount of		at all because you think it would work in combination
19	customers that were aware of it, and this ad, I believe,	19 20	with Windstream's own notice of bankruptcy or are you
20	was run and I don't know for certain, but I believe		concerned about it in isolation?
21	this ad was run prior to us sending out the notice to all	21	A. I'm worried about the ad in the context of, one,
22	of our customers about the bankruptcy filing.	22	news that Windstream had gone bankrupt out there, whether
23	Q. So you sent out the notice for the bankruptcy file	23	we had mailed the notice or or they received the
24	beginning March 15th of 2009 19?	24 25	notice or not. Secondly, if we if they weren't aware
25	A. As I stated earlier today, I don't recall the	23	that we had filed for bankruptcy and they hadn't received
	Page 112		Page 113
1	the notice, it created doubt as to Windstream's	1	advertisement among the multiple advertisements in
2	existence. And then thirdly, taking in the context of	2	Exhibit 13 that we were discussing?
3	all the other advertising that Spectrum had done	3	A. Yes, it is.
4	specifically referencing calling attention to	4	Q. I direct your attention back to Exhibit 1, the
5	Windstream customers on the envelopes, that this just	5	notice of deposition.
6	adds to the general concern, the collective impact of all	6	A. Okay.
7	the advertising that's connected with that.	7	Q. And I'd like to briefly talk to you about
8	Q. And your belief is this this particular piece of	8	categories 21 and 22, which are on page six.
9	advertising, which doesn't include the word bankruptcy,	9	A. Okay.
10	is false and deceptive because it creates a misleading	10	Q. And I read category 21 to be the alleged
11	impression related to Windstream's bankruptcy?	11	interruption or disconnection of services to certain
12	A. Yes.	12	Windstream customers. Have I read that correctly?
13	MR. KINGSTON: Let's go off the record for	13	A. That is correct.
14	like five minutes. I think I may be wrapping	14	Q. And who did you talk to to prepare yourself to
15	up.	15	provide deposition testimony on behalf of Windstream with
16	MR. SIMS: We're going off the record.	16	respect to that company excuse me, with respect to
17	The time is approximately 1 p.m.	17	that category?
18	(The deposition recessed at 1:00 p.m. and	18	A. I spoke to our operational team that supports that.
19	reconvened at 1:16 p.m.)	19	So that would have been our service delivery organization
20	MR. SIMS: We are back on the record. The	20	with Rick Hausman, also talked to I think who all was
21	time is approximately 1:16 p.m.	21	involved with this thing. With members of our executive
22	(Exhibit 14 was marked.)	22	team, the business unit leaders that are over that, that
23	BY MR. KINGSTON (CONT.):	23	would have been like Layne Levine, and also talked to our
24	Q. Mr. Langston, I'm handing you Exhibit 14. I'll	24	access team, which is the team responsible for acquiring
25	just ask you one question about Exhibit 14. Is that the	25	these services from Charter. So that team there's
1		1	

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- 1 multiple people on that team that are involved in that,
- but our access team is the primary one that acquires the
- 3 services. So if there's a disconnect to underlying
- 4 services, that's the team that escalates back with
- 5 Charter.
- 6 Q. So who specifically on the access team did you talk
- 7 to?
- 8 A. That would be Jean -- Jeanne Dale primarily, maybe
- 9 Wendy Hayes as well.
- 10 Q. Do -- you said Rick Hausman?
- 11 A. Rick Hausman is over the service delivery work
- section. So if the customer has a problem, they're
- primarily going to call into Rick's organization first.
- 14 They may also call Elizabeth Orth as well, which is over
- 15 customer service.
- 16 Q. Tell me Elizabeth -- I got --
- 17 A. Orth, O-R-T-H.
- Q. Tell me how to spell Mr. Hausman's last name.
- 19 A. H-A-U-S-M-A-N.
- Q. So Rick Hausman, what's his title?
- A. He is the executive vice president of service
- 22 delivery.
- Q. And you said he contacts -- he's in contact with
- 24 the customer?
- 25 A. So if there's a service delivery -- if there's a

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- 1 service interruption with a customer, they're more than
- 2 likely either going to call him -- call his organization,
- 3 somewhere in his organization for service delivery, or
- 4 they're going to call our customer care organization
- 5 underneath Elizabeth Orth to -- to notify us of a
- 6 problem, that there's a problem.
- 7 Q. And is Mr. Hausman's organization, do they liaise
- 8 with enterprise customers or --
- 9 A. Those are enter -- those are enterprise customers.
- 10 Like I said earlier, if -- and if they were -- some of
- 11 these were underlying small business customers that were
- in our consumer/small business unit, then that would have
- 13 come through Paul Strickland's organization.
- Q. Paul Strickland wasn't a person that you talked to
- 15 to prepare for --
- 16 A. Paul Strickland -- not specifically on this one.
- Most of this I -- this knowledge I acquired was through
- our access team. And then we had further information
- from them about the customers impacted, but that was all
- via the access team. So I guess to be specific, to
- 21 correct myself and be very specific to your answer, it
- == concet mysen and se very specific to your answer,
- would have been Jeanne Dale, Wendy Hayes.
- Q. And they're on the access team?
- A. And that's the access -- yes, they're two of the
- leaders in the access team.

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- Q. And I'm -- I'm trying to get my arms around what --
- 2 access team, what's their -- what's the responsibility of
- 3 the access team?
- 4 A. They're the ones that acquire the underlying
- 5 services or that last mile access referenced here in
- 6 my -- in my affidavit.
- 7 Q. I see.
- 8 A. They're the ones that actually acquire the service
- 9 from Charter.
- 10 Q. They're the folks who talk to Charter?
- 11 A. Yes
- Q. So the notion is Windstream has 99 miles of fiber
- and needs one more. It gets that one more by -- through
- a -- through a contract with other providers, one of --
- 15 for example, Charter?
- 16 A. That is correct.
- Q. And so is this -- is this kind of the cable
- industry analog to like a reciprocal compensation
- agreement in the telephone industry?
- A. It's akin to it. It's a good -- that's a fairly
- 21 good analogy. In some cases where we don't have service,
- we have to lean on other carriers for that last mile
- access. In some cases, we're the last mile access. So
- it is very much akin to that.
- Q. Does -- so does Windstream provide last mile access

- 1 to other carriers?
- 2 A. Yes.

4

6

9

- Q. If I ask who, is that a question that's going to
 - make you or your counsel uncomfortable?
- 5 MS. SIMS: Can you repeat the question?
 - MR. KINGSTON: If I ask who Windstream
- 7 provides last mile access to, is that a --
- 8 MS. SIMS: I don't believe that's relevant
 - at all, so -- or a topic, so yes.
- 10 BY MR. KINGSTON (CONT.):
- 11 Q. Not Charter.
- 12 A. I -- I don't know.
- 13 Q. Okay.
- A. I don't know who all -- I don't know who all we
- provide to. I know we do in general. I can't -- and
- 16 I -- but I just don't know them all.
- Q. Okay. And tell me who -- so I think your answer is
- going to be the same for topic 22, but as far as
- 19 Windstream's communications with customers regarding the
- 20 alleged interruption or disconnection of service to
- 21 certain Windstream customers, would that have been
- 22 Miss Dale and Miss Hayes as well?
- A. That -- they would have provided the statusing back
- to -- once again, there are front line organizations;
- 25 right? Are the ones that take the calls from the

D	-	1	\circ
Page		Τ	8

- 1 customers and handle the customer issues, so those would
- 2 have been Mr. Hausman's organization, Miss Orth's
- 3 organization or Mr. Strickland's organizations. They're
- 4 the ones that interface directly with the customers. Not
- 5 to say the access team may not get involved to help
- 6 explain what was going on with those customers, but they
- 7 wouldn't be the primary source of contact. That would be
- 8 the not -- not the normal flow of the conversations.
- 9 Q. And you didn't talk to Mr. Strickland to gather
- information related to section -- particularly 22; right?
- 11 A. No. My knowledge was all obtained through the
- 12 access organization. And -- and also on the -- well, I
- would tell you the other piece of this. We received
- 14 executive escalations about the outage from our general
- counsel, Kristi Moody. The issue was escalated to her
- 16 from the business unit organizations upon customers being
- cut off because they were pre-petition balances were the
- 18 reasons being given, and so there's immediate escalation
- so that Miss Moody can escalate with counsel at Charter
- 20 to get the services turned back on.
- 21 Q. So you talked to Windstream lawyers. You talked to
- 22 Mr. Hausman, and you talked to Mr. Orth?
- 23 A. Yes.
- Q. And I'm just focusing just on category 22,
- Windstream's communications with customers regarding the

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- 1 alleged interruption or disconnection of service to
- 2 certain Windstream customers; right?
- 3 A. Yes.
- 4 Q. So legal, Hausman, Orth as far as communications
- 5 with the customers; right?
- 6 A. Yes
- 7 Q. And what is -- what is Mr. Orth's first name again?
- 8 A. Elizabeth.
- 9 Q. Oh, that's -- so what, is it Ms. Orth? It's
- probably misses. Mrs. Orth's first name?
- 11 A. I prefer to say miss.
- 12 Q. Oh, miss.
- 13 A. And lack of understanding, yeah.
- 14 Q. That's fine. Miss Orth's first name is Elizabeth.
- And what's her -- what's her group again?
- 16 A. Customer care for our enterprise business unit.
- 17 Q. And when I -- tell me -- tell me about Windstream's
- 18 communications with customers regarding the
- 19 interruptions.

25

1

- A. One, the communication would be to acknowledge
- 21 receipt when they call in and say we acknowledge -- yes,
- we see you have an issue. We have to research what's
- going on with the issue. Secondly, then to follow back
- up with the customer to status them -- on the status of
 - their issue. In this situation, I know we were receiving

Page 120

- 1 customer -- you know, calls back from the customer
- 2 saying, you know, when is this going to be fixed, you
- 3 know, we're out of service. We can't -- we can't
- 4 operate. Some of those services that were impacted the
- 5 customers called back were things like they lost 911
- access. They lost Internet access. Some of those -- as
 I said earlier today, some of those were homeless
- 8 shelters, day cares, et cetera, so they had a heightened
- 9 sense of escalation. And I don't know all 350 businesses
- 10 sitting here today, but those were typical of what's
- 11 going on.
- So, you know, proactive communication back with
- 13 them as well throughout the outage to let them know what
- 14 was going on to status them on their tickets, and that
- was probably done in that case not by -- not by
- specifically a care rep, by an account -- an account
- 17 representative that owns that account, that relationship
- with the account, was statusing back with them as well.
- That would be the normal path that we would follow.
- Q. So were there 350 discrete businesses?
- 21 A. My understanding there were 350 discrete customers
- 22 impacted. Those customers could have been a small
- business, a B to B business and within that range. So it
- 24 could have been a restaurant. It could have been, as I
- said, lack of better terms, I know two of them

- Page 121
- 2 Q. Right, but you're saying there was 350 specific,

specifically were a homeless shelter and a day care.

- 3 individual businesses?
- 4 A. Discrete -- discrete customers. Just call them
- 5 customers because I don't know the exact discernment
- 6 between were they a large B to B customer, were they a
- 7 small B to B customer, were they individual small
- 8 business owner. It could have been. It could have been
- 9 a small business owner with a connection going into a
- 10 location that was also a household.
- Q. Among those 350 customers, are you aware of a
- 12 single consumer customer?
- 13 A. Like I said, I don't know the specific breakdown.
- 14 I'm not -- I'm not aware that one of them was. I'm not
- aware that one of them was not.
- Q. Are you aware of a single one of those, excuse me,
- 17 350 customers that received the advertisements or any --
- any of the advertisements that are collected in Exhibit 3
- 19 to your affidavit?
- A. I'm not aware that any of them received it or did
- 21 not receive it.
- Q. You're not aware?
- A. There were 800,000 sent out by Charter in all of
 - our operating territory, so that's a pretty significant
- 25 coverage.

24

31 (Pages 118 to 121)

	249 Pg 34	T 54	
	Page 122		Page 123
1	Q. You're not aware of any of those 350 customers	1 A. We are a nationwide	provider of telecommunication
2	referencing Windstream's complaint that received the	2 services including consur	ner services such as broadband,
3	advertisements that are collected as Exhibit 3 to your	3 entertainment services, th	ings such as that. We're also
4	affidavit?	4 a long haul carrier of thin	gs like big customer networks
5	A. I'm not aware of that, no.	5 from B to B customers. V	Ve have a wholesale business
6	Q. And you're the person designated by Windstream to	6 where we wholesale the n	network assets that we own or that
7	provide testimony on behalf of the company related to	7 we have to third parties, s	such as other
8	Windstream's communications with customers regarding the	8 telecommunications provi	iders and wireless companies, et
9	alleged interruption or disconnection of service to	•	ng sites such as, you know, Apple
10	certain Windstream customers?	10 or Google or things like th	
11	A. That is correct.		Istream's customers located?
12	MR. KINGSTON: I pass the witness.	12 A. We're in 18 states, su	ich states as Arkansas, North
13	MS. SIMS: Okay. If we can take a short		Kentucky, Florida, amongst
14	break and we'll get set up.	14 others, Iowa.	
15	MR. SIMS: We're going off the record.	15 Q. Do you have custome	ers in Alabama?
16	The time is approximately 1:29 p.m.	16 A. Yes.	
17	(The deposition recessed at 1:29 p.m. and	17 Q. Minnesota?	
18	reconvened at 1:42 p.m.)	18 A. Yes.	
19	MR. SIMS: We are back on the record. The	19 Q. What about Mississi	ppi?
20	time is approximately 1:42 p.m.	20 A. I don't know if they'r	e on that list or not.
21	BY MS. SIMS:	Q. What about Missour	i?
22	Q. Good afternoon, Mr. Langston.	22 A. I don't know.	
23	A. Good afternoon.	Q. Nebraska?	
24	Q. Can you please tell me generally about Windstream's	24 A. Yes.	
25	business?	Q. And what New Mex	ico?
_	Page 124 1 A. Yes. And Texas.	•	Page 125 If say through February, we've
	 Q. Are you familiar with Windstream's consumer broadband customer numbers for 2018? 	continued that broadband gO. Are you familiar with	
	3 broadband customer numbers for 2018?4 A. Yes.		windstream's Chapter 11
	4 A. 1es.5 Q. And can you tell me generally what those numbers	4 bankruptcy filing?5 A. Yes.	
	6 were like?		lindstroom to file for
	7 A. Our end of year number was, you know, approximately	Q. And what prompted WChapter 11?	musucam to me for
	8 1.2 million at the end of the year. We grew that	1	om a judge regarding a
	9 customer base by 14,000 over over the period of that	č	ndholders regarding some of the
	10 year.		the contractual nature of our
	3		
	11 Q. And how was this growth accomplished?	11 bonds that resulted in a y	ou know, potential cause of
	 Q. And how was this growth accomplished? A. Many factors. One, we were coming off an extended 	bonds that resulted in a ydefault of our of our bond	·
		default of our of our bond	·
	12 A. Many factors. One, we were coming off an extended	default of our of our bond	ds. So given given that o declare bankruptcy. So it
	12 A. Many factors. One, we were coming off an extended 13 period, I'd say the last three to four years, of	default of our of our bond adversarial ruling, we had t was totally external to the o	ds. So given given that o declare bankruptcy. So it
	12 A. Many factors. One, we were coming off an extended 13 period, I'd say the last three to four years, of 14 significant network investment to acquire and expand our	default of our of our bond adversarial ruling, we had t was totally external to the o	ds. So given given that o declare bankruptcy. So it operations of the company. goal in filing for Chapter 11?
	A. Many factors. One, we were coming off an extended period, I'd say the last three to four years, of significant network investment to acquire and expand our high speed network and improve the access to high speed	default of our of our bond adversarial ruling, we had t was totally external to the o Q. What is Windstream's	ds. So given given that o declare bankruptcy. So it operations of the company. goal in filing for Chapter 11? structure our debt
	A. Many factors. One, we were coming off an extended period, I'd say the last three to four years, of significant network investment to acquire and expand our high speed network and improve the access to high speed services in many of those markets. The other thing was,	default of our of our bond adversarial ruling, we had t was totally external to the o Q. What is Windstream's A. Our main goal is to res	ds. So given given that o declare bankruptcy. So it operations of the company. goal in filing for Chapter 11? structure our debt some of our lease or
	A. Many factors. One, we were coming off an extended period, I'd say the last three to four years, of significant network investment to acquire and expand our high speed network and improve the access to high speed services in many of those markets. The other thing was, you know, creation of new products and pricing plans over	default of our of our bond adversarial ruling, we had t was totally external to the o Q. What is Windstream's A. Our main goal is to res considerations, potentially s contractual obligations, and bankruptcy as a much healt	ds. So given given that o declare bankruptcy. So it operations of the company. goal in filing for Chapter 11? structure our debt some of our lease or I then to exit out of hier company and to continue to
	A. Many factors. One, we were coming off an extended period, I'd say the last three to four years, of significant network investment to acquire and expand our high speed network and improve the access to high speed services in many of those markets. The other thing was, you know, creation of new products and pricing plans over the last couple of years, and then an extensive	default of our of our bond adversarial ruling, we had t was totally external to the o Q. What is Windstream's A. Our main goal is to rec considerations, potentially s contractual obligations, and bankruptcy as a much healt offer and expand and offer	ds. So given given that o declare bankruptcy. So it operations of the company. goal in filing for Chapter 11? structure our debt some of our lease or I then to exit out of thier company and to continue to er the broadband services as
	A. Many factors. One, we were coming off an extended period, I'd say the last three to four years, of significant network investment to acquire and expand our high speed network and improve the access to high speed services in many of those markets. The other thing was, you know, creation of new products and pricing plans over the last couple of years, and then an extensive advertising campaign using our Kinetic brand starting in	default of our of our bond adversarial ruling, we had t was totally external to the of Q. What is Windstream's A. Our main goal is to reconsiderations, potentially s contractual obligations, and bankruptcy as a much healt offer and expand and offer well as other new strategic	ds. So given given that o declare bankruptcy. So it operations of the company. goal in filing for Chapter 11? structure our debt some of our lease or I then to exit out of hier company and to continue to
	A. Many factors. One, we were coming off an extended period, I'd say the last three to four years, of significant network investment to acquire and expand our high speed network and improve the access to high speed services in many of those markets. The other thing was, you know, creation of new products and pricing plans over the last couple of years, and then an extensive advertising campaign using our Kinetic brand starting in September, 2017.	default of our of our bond adversarial ruling, we had t was totally external to the o Q. What is Windstream's A. Our main goal is to res considerations, potentially s contractual obligations, and bankruptcy as a much healt offer and expand and offe well as other new strategic over the last few years.	ds. So given given that o declare bankruptcy. So it operations of the company. goal in filing for Chapter 11? structure our debt some of our lease or I then to exit out of hier company and to continue to er the broadband services as services we've been launching
	A. Many factors. One, we were coming off an extended period, I'd say the last three to four years, of significant network investment to acquire and expand our high speed network and improve the access to high speed services in many of those markets. The other thing was, you know, creation of new products and pricing plans over the last couple of years, and then an extensive advertising campaign using our Kinetic brand starting in September, 2017. Q. And are you familiar with Windstream's customer	default of our of our bond adversarial ruling, we had t was totally external to the of Q. What is Windstream's A. Our main goal is to reconsiderations, potentially secontractual obligations, and bankruptcy as a much healt offer and expand and offer well as other new strategic over the last few years. Q. And to your knowledges	ds. So given given that o declare bankruptcy. So it operations of the company. goal in filing for Chapter 11? structure our debt some of our lease or I then to exit out of thier company and to continue to er the broadband services as services we've been launching te, has Windstream's day-to-day
	A. Many factors. One, we were coming off an extended period, I'd say the last three to four years, of significant network investment to acquire and expand our high speed network and improve the access to high speed services in many of those markets. The other thing was, you know, creation of new products and pricing plans over the last couple of years, and then an extensive advertising campaign using our Kinetic brand starting in September, 2017. Q. And are you familiar with Windstream's customer broadband numbers for 2019?	default of our of our bond adversarial ruling, we had the was totally external to the orange of t	ds. So given given that o declare bankruptcy. So it operations of the company. goal in filing for Chapter 11? structure our debt some of our lease or I then to exit out of thier company and to continue to er the broadband services as services we've been launching te, has Windstream's day-to-day
	A. Many factors. One, we were coming off an extended period, I'd say the last three to four years, of significant network investment to acquire and expand our high speed network and improve the access to high speed services in many of those markets. The other thing was, you know, creation of new products and pricing plans over the last couple of years, and then an extensive advertising campaign using our Kinetic brand starting in September, 2017. Q. And are you familiar with Windstream's customer broadband numbers for 2019? A. Generally speaking, I can speak towards it. So	default of our of our bond adversarial ruling, we had t was totally external to the of Q. What is Windstream's A. Our main goal is to reconsiderations, potentially secontractual obligations, and bankruptcy as a much healt offer and expand and offer well as other new strategic over the last few years. Q. And to your knowledges	ds. So given given that o declare bankruptcy. So it operations of the company. goal in filing for Chapter 11? structure our debt some of our lease or I then to exit out of thier company and to continue to er the broadband services as services we've been launching te, has Windstream's day-to-day

32 (Pages 122 to 125)

4

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- Q. And to your knowledge, has Windstream's services to
- its customers been impacted by the Chapter 11?
- 3 A. None other than the impact of Charter cutting off
- 4 the customers that we've spoken about previously.
- Q. Other than disconnect, is there any impact at all
- 6 with respect to customers being impacted by Chapter 11?
- A. Not that I'm aware of.
- 8 Q. Are there any plans for Windstream to liquidate?
- 9 A. No.
- 10 Q. Are there any plans for Windstream to downsize its
- 11 operations?
- 12 A. No.
- 13 Q. Are there any plans for Windstream to downsize its
- 14 services to its customers?
- 15 A. No, not at all.
- 16 Q. And there are any plans for Windstream to terminate
- 17 services to its customers?
- 18 A. Not at all
- 19 Q. Do you know whether Windstream has received
- 20 debtor-in-possession financing?
- 21 A. We have.
- 22 Q. Do you know approximately how much?
- 23 A. Approximately \$1 billion.
- 24 Q. Do you know whether that financing was accompanied
- 25 with a ranking or a grade?

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- 1 A. Yes, we received investor -- investment grade
- 2 ranking on those -- on that debt.
- 3 Q. What does that mean?
 - A. That means basically it's of a much higher quality
- 5 debt and one that people are more willing to participate
- 6 in. It attracts a higher level of investors.
- 7 Q. And do you know what the debtor-in-possession
- 8 financing will be used for generally?
- 9 A. Primarily for just normal day in/day out
- 10 operations, business as usual type operations. You know,
- prior to the bankruptcy filing, we had a revolver, but
- 12 because of the judge's ruling related to the Aurelius
- case, you know, that got locked down, and so we had to
- 14 acquire financing to continue operations and so that's
- what the debtor-in-possession financing is. It's just
- 16 normal day in/day out operation.
- 17 Q. And does that debtor-in-possession financing ensure
- that the day-to-day operations are not impacted by the
- 19 Chapter 11?
- 20 A. Yes. Yes.
- 21 Q. You mentioned a Kinetic Internet earlier; is that
- 22 right?
- 23 A. Correct.
- Q. Can you explain what that is?
- A. So that's our -- that's our -- Kinetic is our brand

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- name that we use for a lot of our consumer/small business
- 2 services. The internet side of that is our broadband or
- 3 high speed data connection services into consumer
- 4 households or into small business households.
- ${\bf 5} \qquad {\bf Q}. \quad {\bf And} \ {\bf do} \ {\bf you} \ {\bf know} \ {\bf whether} \ {\bf Windstream} \ {\bf has} \ {\bf advertised}$
- 6 its Kinetic Internet?
- 7 A. Yes, we have, extensively.
- 8 Q. And did you -- did you say when that advertising
- 9 started?
- 10 A. That advertising started in September, 2017, I
- 11 believe.
- Q. And how has Windstream advertised Kinetic Internet?
- 13 A. Oh, we've had print advertising, media advertising.
- 14 We've had Internet advertising. We've had direct mail
- 15 pieces. Many, many different advertising forms and
- 16 channels.
- 17 O. I'm going to hand you a document that was
- previously marked at Exhibit 1 to your declaration.
- 19 Consistent with the earlier deposition exhibits for the
- deposition, I'm going to go ahead and retain that exhibit
- cover sheet, and I'm going to mark this as Exhibit 15.
- 22 (Exhibit 15 was marked.)
- 23 MR. KINGSTON: I'm trying to be
- 24 consistent. Are we marking on the top? Hold a
- 25 momen

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- 1 BY MS. SIMS (CONT.):
- 2 Q. There you go, Mr. Langston. And can you please
- 3 take a look at the document?
- 4 A. Okay.
- 5 Q. Do you recognize it?
- 6 A. It's one of Windstream's Kinetic advertisements.
- 7 Q. And if you go to the third -- the last page of the
- 8 exhibit, it's Bates numbered WIN -- WIN 4?
- 9 A. Yes.

11

- 10 O. What is that?
 - A. That is our -- our Web site. So it would be one of
- 12 our Web advertisements.
- Q. And where were -- where was Kinetic Internet
- 1.4 advertised?
- A. Well, so it would be all -- all the states we offer
- consumer services in. So -- so of note would be our --
- respectfully our most -- our largest competitive states,
- so Ohio, Kentucky, Nebraska, North Carolina, amongst
- 19 others.

24

- Q. Do your -- I'm sorry. How did you describe it?
- You said the highest -- the most highest?
- 22 A. I said of note, those are the highest ones, but it
- would be all the states that we offer our consumer
 - services in.
- Q. Are Alabama and Georgia included in the highest

33 (Pages 126 to 129)

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- kind of competitive market states?
- A. Yes. I mean, they would be. I mean, yeah, I'm
- just calling out of note those states, those other
- Q. You can set that aside for now.
- I'm going to hand to you -- actually, I'm going to
 - take a moment to mark two exhibits at the same time
- because they're --
- (Exhibits 16 and 17 were marked.)
- BY MS. SIMS (CONT.): 10
- 11 Q. I'm marking two documents. The first one is going
- to be Exhibit 16, and the -- it's Bates numbered WIN 167 12
- 13 to WIN 168. The second document is Exhibit 17, and it's
- 14 Bates numbered WIN 173 to 176. I'll hand these to you.
- 15 I'll also hand copies to counsel.
- Mr. Langston, do you recognize Exhibit 16? 16
- 17
- 18 Q. And what is that?
- 19 A. It's a direct mail piece advertising our Kinetic
- 20 high speed Internet.
- 21 Q. And turning to Exhibit 17, do you recognize that
- 22 document?
- 23 A. Yes, another direct mail piece for our high speed
- 24
- 25 Q. And that's for Kinetic Internet?

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- A. For Kinetic Internet, specifically advertising our
- 2
- 3 Q. And do you know whether Windstream has registered
- its name Windstream as a trademark? 4
- 5 A. We have.
- 6 Q. You can set those aside for now.
 - Are you familiar with Charter Communications, Inc.
- 8 and Charter Communications Operating, LLC?
- 9 Generally.
- 10 Q. And generally what is your knowledge of Charter
- 11 generally?

7

- A. They're a large telecommunications provider, 12
- 13 primarily cable and broadband services to both, you know,
- 14 consumer as well as business.
- 15 Q. How would you describe Windstream's relationship
- 16 with Charter?
- 17 A. They're a competitor, but at the same time they're
- 18 also somebody that we buy services for for last mile
- 19

1

- 20 Q. And when you say that Charter is a competitor, can
- 21 you be more specific?
- 22 A. We sell the same services in the same markets, and
- 23 so we're competing for customers, for the same customers.
- 24 And which market would that be?
- 25 Those 18 states that we're in, those consumer

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- services states that we're in.
- Q. And specifically for what service?
- I would tell you two. The primary service would be
- broadband, but there are some -- in some cases
- entertainment services as well, video.
- Q. And how competitive is the broadband industry in
- the market?
- A. It's very competitive.
- Q. And is Charter one of Windstream's main competitors
- in that market space? 1.0
- A. Yes. 11
- 12 Q. Would you say that Charter competes directly with
- 13 Windstream?
- 14 A. Absolutely.
- Q. Are you familiar with an advertising campaign by 15
- Charter involving Windstream's Chapter 11? 16
- A. Yes, I am. 17
- Q. And do you know when this advertising campaign 18
- 19
- 2.0 A. Basically upon, my knowledge, it would be about the
- 21 middle of March, maybe a little bit earlier than that.
- 22 Q. And what generally, to your knowledge, did that --
- 23 did Charter's advertising campaign regarding Windstream's
- 24 Chapter 11 consist of?
- 25 A. Informing the people that were the recipients of

- Page 133
- the advertising that Windstream had declared bankruptcy, 2 that our future was uncertain and that specific -- don't
- 3 risk certain services like Internet being interrupted and
- 4 that Charter was -- was here to stay, and then at the end
- 5
- of the advertisement it saying, you know, basically
- 6 good-bye, Windstream; hello, Spectrum.
- 7 Q. And do you know what form the advertisements
- 8 were -- let me rephrase.
- 9 Do you know the format of the advertisements
- 10 that -- that Charter ran?
- 11 A. Explain format.
- 12 Do you know if it was direct mail?
- 13 A. You had direct mail. Later there were door
- 14 hangers, but the initial way that was launched in early
- 15 March were primarily direct mail.
- 16 Q. I'm going to refer to you what's previously marked
- 17 as Exhibit 13. Do you recognize this document?
- 18 A.
- 19 Q. And what is this document?
- 20 A. These are the examples of the Spectrum advertising
- 21 or Charter advertising that Windstream became in
- 22 possession of related to that early to mid March
- 23 advertising campaign I mentioned earlier.
 - Q. And do you know where these advertisements were
- 25 disseminated?

24

34 (Pages 130 to 133)

	Page 134		Page 135
1	A. Where they were disseminated?	1	Q. I'm going to hand you a document that we're going
2	Q. Yes.	2	to mark as Exhibit 18. Mr. Langston, do you recognize
3	A. Into Windstream's markets.	3	this document?
4	Q. And do you know which specific markets those were?	4	A. Yes, I do.
5	A. I know Kentucky, Ohio, Nebraska. I haven't heard	5	Q. And what is it?
6	that it wasn't sent that it was limited not to be sent	6	A. This is the front of the envelope and the sealing
7	to other markets, but those are the ones that I'm	7	flap on the back of the same envelope on the direct mail
8	primarily aware of, North Carolina.	8	piece from Charter to the Windstream customers or and
9	Q. Do you know whether the direct advertisements were	9	even more than Windstream customers.
10	sent to customers in Alabama?	10	Q. And what was your action when you saw this
11	A. No, I don't know that.	11	envelope?
12	Q. And do you know whether the direct advertisements	12	A. One, that it's targeted to to Windstream
13	were sent to customers in Georgia?	13	customers. Secondly, you really don't know who it comes
14	A. No, I don't know that.	14	from. So it looks like and based upon the color
15	Q. And the states that you mentioned that the	15	markings on the back seal, using Windstream's colors that
16	advertisements were sent to, are these any are any of	16	we've used on our Kinetic campaign, that it looks like it
17	those states Windstream's top performing states?	17	comes from Windstream.
18	A. Yes. I mean, the most competitive states that	18	
19	•	19	Q. Do you see Charter's name on the envelope?
	we've got or the largest market states, the biggest	1	A. No, I do not.
20	opportunities are Kentucky, you know, Ohio, Nebraska, you	20	Q. And do you see Charter's logo anywhere on the
21	know, those those are you know, north I mean	21	envelope?
22	north Georgia as well. Those are all highly competitive	22	A. No, I do not.
23	states, North Carolina as well.	23	Q. And what is the what's the how is the
24 25	(Exhibit 18 was marked.) BY MS. SIMS (CONT.):	24 25	envelope addressed? A. It's addressed to Windstream customers.
	Page 136		Page 137
1	Q. And what specifically does it state in terms of	1	that that's normal in a bankruptcy situation and that we
2	being addressed to Windstream customers?	2	had provided our list of customers to Spectrum to do
3	A. Important information enclosed to draw your	3	that.
4	attention to it.	4	MR. KINGSTON: I'm sorry.
5	Q. And you mentioned a door-to-door campaign; is that	5	MS. SIMS: What was the name?
6	correct?	6	MR. KINGSTON: I'll object, and I'll move
7	A. Yes.	7	to strike that answer as based on hearsay.
			to strike that answer as based on hearsay.
8	Q. What's your understanding of the door-to-door	8	Sorry.
8 9	Q. What's your understanding of the door-to-door campaign?	8 9	
			Sorry.
9	campaign?	9	Sorry. BY MS. SIMS (CONT.):
9 10	campaign? A. That in certain markets, I'm not I'm not exactly	9 10	Sorry. BY MS. SIMS (CONT.): Q. What was the name of the Spectrum do you know
9 10 11	campaign? A. That in certain markets, I'm not I'm not exactly sure what markets this was limited to, but at least in	9 10 11	Sorry. BY MS. SIMS (CONT.): Q. What was the name of the Spectrum do you know the name of the Spectrum representative?
9 10 11 12	campaign? A. That in certain markets, I'm not I'm not exactly sure what markets this was limited to, but at least in the case that of the example that we came across it.	9 10 11 12	Sorry. BY MS. SIMS (CONT.): Q. What was the name of the Spectrum do you know the name of the Spectrum representative? A. I believe I'd have to look at the document to be
9 10 11 12 13	campaign? A. That in certain markets, I'm not I'm not exactly sure what markets this was limited to, but at least in the case that of the example that we came across it. It was in Ohio, Elyria, Ohio. Once again, campaign	9 10 11 12 13	Sorry. BY MS. SIMS (CONT.): Q. What was the name of the Spectrum do you know the name of the Spectrum representative? A. I believe I'd have to look at the document to be sure, but I believe it was a Emmitt Walker.
9 10 11 12 13 14	campaign? A. That in certain markets, I'm not I'm not exactly sure what markets this was limited to, but at least in the case that of the example that we came across it. It was in Ohio, Elyria, Ohio. Once again, campaign once again telling Windstream customers that, you know,	9 10 11 12 13 14	Sorry. BY MS. SIMS (CONT.): Q. What was the name of the Spectrum do you know the name of the Spectrum representative? A. I believe I'd have to look at the document to be sure, but I believe it was a Emmitt Walker. Q. What was the name of the Windstream representative?
9 10 11 12 13 14	campaign? A. That in certain markets, I'm not I'm not exactly sure what markets this was limited to, but at least in the case that of the example that we came across it. It was in Ohio, Elyria, Ohio. Once again, campaign once again telling Windstream customers that, you know, don't risk your service being cut off. Cut over to	9 10 11 12 13 14 15	Sorry. BY MS. SIMS (CONT.): Q. What was the name of the Spectrum do you know the name of the Spectrum representative? A. I believe I'd have to look at the document to be sure, but I believe it was a Emmitt Walker. Q. What was the name of the Windstream representative? A. Wayne Parrish.
9 10 11 12 13 14 15	campaign? A. That in certain markets, I'm not I'm not exactly sure what markets this was limited to, but at least in the case that of the example that we came across it. It was in Ohio, Elyria, Ohio. Once again, campaign once again telling Windstream customers that, you know, don't risk your service being cut off. Cut over to Spectrum, special promotional offer being offered to come	9 10 11 12 13 14 15	Sorry. BY MS. SIMS (CONT.): Q. What was the name of the Spectrum do you know the name of the Spectrum representative? A. I believe I'd have to look at the document to be sure, but I believe it was a Emmitt Walker. Q. What was the name of the Windstream representative? A. Wayne Parrish. Q. And how did you learn this information from
9 10 11 12 13 14 15 16	campaign? A. That in certain markets, I'm not I'm not exactly sure what markets this was limited to, but at least in the case that of the example that we came across it. It was in Ohio, Elyria, Ohio. Once again, campaign once again telling Windstream customers that, you know, don't risk your service being cut off. Cut over to Spectrum, special promotional offer being offered to come over to Spectrum.	9 10 11 12 13 14 15 16	Sorry. BY MS. SIMS (CONT.): Q. What was the name of the Spectrum do you know the name of the Spectrum representative? A. I believe I'd have to look at the document to be sure, but I believe it was a Emmitt Walker. Q. What was the name of the Windstream representative? A. Wayne Parrish. Q. And how did you learn this information from Mr. Parrish?
9 10 11 12 13 14 15 16 17	campaign? A. That in certain markets, I'm not I'm not exactly sure what markets this was limited to, but at least in the case that of the example that we came across it. It was in Ohio, Elyria, Ohio. Once again, campaign once again telling Windstream customers that, you know, don't risk your service being cut off. Cut over to Spectrum, special promotional offer being offered to come over to Spectrum. In addition, upon acquisition of the direct mail	9 10 11 12 13 14 15 16 17	Sorry. BY MS. SIMS (CONT.): Q. What was the name of the Spectrum do you know the name of the Spectrum representative? A. I believe I'd have to look at the document to be sure, but I believe it was a Emmitt Walker. Q. What was the name of the Windstream representative? A. Wayne Parrish. Q. And how did you learn this information from Mr. Parrish? A. I actually had a call from Mr. Parrish directly
9 10 11 12 13 14 15 16 17 18	campaign? A. That in certain markets, I'm not I'm not exactly sure what markets this was limited to, but at least in the case that of the example that we came across it. It was in Ohio, Elyria, Ohio. Once again, campaign once again telling Windstream customers that, you know, don't risk your service being cut off. Cut over to Spectrum, special promotional offer being offered to come over to Spectrum. In addition, upon acquisition of the direct mail piece or of that door hanger, our one of our vice	9 10 11 12 13 14 15 16 17 18	Sorry. BY MS. SIMS (CONT.): Q. What was the name of the Spectrum do you know the name of the Spectrum representative? A. I believe I'd have to look at the document to be sure, but I believe it was a Emmitt Walker. Q. What was the name of the Windstream representative? A. Wayne Parrish. Q. And how did you learn this information from Mr. Parrish? A. I actually had a call from Mr. Parrish directly where he recounted everything that had happened up
9 10 11 12 13 14 15 16 17 18 19	campaign? A. That in certain markets, I'm not I'm not exactly sure what markets this was limited to, but at least in the case that of the example that we came across it. It was in Ohio, Elyria, Ohio. Once again, campaign once again telling Windstream customers that, you know, don't risk your service being cut off. Cut over to Spectrum, special promotional offer being offered to come over to Spectrum. In addition, upon acquisition of the direct mail piece or of that door hanger, our one of our vice presidents of sales actually called the sales	9 10 11 12 13 14 15 16 17 18 19 20	Sorry. BY MS. SIMS (CONT.): Q. What was the name of the Spectrum do you know the name of the Spectrum representative? A. I believe I'd have to look at the document to be sure, but I believe it was a Emmitt Walker. Q. What was the name of the Windstream representative? A. Wayne Parrish. Q. And how did you learn this information from Mr. Parrish? A. I actually had a call from Mr. Parrish directly where he recounted everything that had happened up including the conversation with Mr. Walker and so
9 10 11 12 13 14 15 16 17 18 19 20	campaign? A. That in certain markets, I'm not I'm not exactly sure what markets this was limited to, but at least in the case that of the example that we came across it. It was in Ohio, Elyria, Ohio. Once again, campaign once again telling Windstream customers that, you know, don't risk your service being cut off. Cut over to Spectrum, special promotional offer being offered to come over to Spectrum. In addition, upon acquisition of the direct mail piece or of that door hanger, our one of our vice presidents of sales actually called the sales representative's name and number on the door hanger, and	9 10 11 12 13 14 15 16 17 18 19 20 21	Sorry. BY MS. SIMS (CONT.): Q. What was the name of the Spectrum do you know the name of the Spectrum representative? A. I believe I'd have to look at the document to be sure, but I believe it was a Emmitt Walker. Q. What was the name of the Windstream representative? A. Wayne Parrish. Q. And how did you learn this information from Mr. Parrish? A. I actually had a call from Mr. Parrish directly where he recounted everything that had happened up including the conversation with Mr. Walker and so that's how I got it.
9 10 11 12 13 14 15 16 17 18 19 20 21 22	campaign? A. That in certain markets, I'm not I'm not exactly sure what markets this was limited to, but at least in the case that of the example that we came across it. It was in Ohio, Elyria, Ohio. Once again, campaign once again telling Windstream customers that, you know, don't risk your service being cut off. Cut over to Spectrum, special promotional offer being offered to come over to Spectrum. In addition, upon acquisition of the direct mail piece or of that door hanger, our one of our vice presidents of sales actually called the sales representative's name and number on the door hanger, and in conversation with that sales representative, the sales	9 10 11 12 13 14 15 16 17 18 19 20 21 22	Sorry. BY MS. SIMS (CONT.): Q. What was the name of the Spectrum do you know the name of the Spectrum representative? A. I believe I'd have to look at the document to be sure, but I believe it was a Emmitt Walker. Q. What was the name of the Windstream representative? A. Wayne Parrish. Q. And how did you learn this information from Mr. Parrish? A. I actually had a call from Mr. Parrish directly where he recounted everything that had happened up including the conversation with Mr. Walker and so that's how I got it. (Exhibit 19 was marked.)

35 (Pages 134 to 137)

Page 138 Page 139 1 hanger from Mr. Walker or received the door hanger. I'm 2 And I -- there's a slip sheet on the cover of this. 2 not sure it came from Mr. Walker. Is this -- I believe was the Exhibit 1 to your 3 Q. Okay. You can set that aside. supplemental declaration. And, Mr. Langston, do you Are you aware of any Windstream customers 4 recognize this document? 5 contacting Windstream because of the Spectrum 6 advertisements? Q. And what is that? 7 A. Yes. A. So this is the advertisement from Spectrum that I 8 Q. And do you know the total current number of was referencing for the door hanger that Mr. Walker, the 9 Windstream customers that have contacted Windstream 10 sales representative for Spectrum, meaning Charter, put 10 regarding the Spectrum advertisements? 11 11 A. The last number that I have is 215. Q. And was the -- was the materials in Exhibit 19, was 12 Q. To your knowledge, has Windstream kept track of the 12 13 this provide to you by Mr. Parrish? 13 customers that have contacted it regarding the Spectrum 14 14 advertisements? (Exhibit 20 was marked.) 15 A Yes 15 16 BY MS. SIMS (CONT.): 16 Q. And to your knowledge, what has been done in terms Q. I'm going to hand you a document that I'm going to 17 17 of tracking this information? 18 mark as Exhibit 20. 18 A. What do you mean by what has been done? MR. KINGSTON: Thank you. 19 19 Q. To your knowledge, what information has been BY MS. SIMS (CONT.): 20 20 gathered, if any, regarding the customer contacts? 21 Q. Mr. Langston, do you recognize this document? 21 A. We've retrieved the -- the screenshots that are the 22 22 actual notes the customer care rep makes when they A. Yes 23 23 Q. And what is it? receive a customer's call. They put that into our -- our 24 A. It's a voice mail message into one of our care 24 system to keep track of that. In addition to that, we've 25 centers from a customer that also received the same door 25 gone back after the calls and captured the call Page 140 Page 141 recordings of all the conversation of the entire call. 1 Windstream customer calls in to the customer service And then we've also, you know, just gathered the call 2 3 stats on how many of the calls have come in themselves. 3 We're going to greet the customer and then ask how 4 (Exhibit 21 was marked.) 4 we can help and why are they calling in. Then we -- or BY MS. SIMS (CONT.): 5 we discern, you know, basically what the issue, concern Q. I'm going to hand to you a document we'll mark as 6 or problem is that the customer has and try to figure out 7 how to go deal with that appropriately. 8 Q. And who -- and who is it that the customer talks Mr. Langston, do you recognize this document? 9 to? A. Yes, I do 9 10 O. And what is it? 10 A. A customer care representative. 11 And do the customer care representatives take notes 11 A. So this is a log of all the customer calls that we 12 of the call? 12 captured so far of what's come in regarding the Spectrum 13 A. Yes. They take that into our customer care system. 13 advertising. And it notes the date of the call, the 14 It's called wind -- WindCare. 14 account number of the call, the state that the customer 15 Q. Do the customer care associates use shorthand for 15 resides in, the type of contact, whether it was a call or 16 these notes? 16 a social media post or some other form of contact, so the 17 A Yes 17 form of contact. It also indicates whether we're able to 18 Q. Do you know what the abbreviation CI stands for? 18 pull the call recording, that's the call pulled category, 19 Customer inquiry. A. 19 and then it also contains whether we were able to 20 And do you know what the abbreviation ADV stands Q. retrieve a screenshot of the customer care system and 2.0 21 for? 21 notes contained therein. 2.2 A. Advice. 22 Q. And for the record, because I forgot to say at the 23 Q. And do you know whether or not the -- these notes beginning, Exhibit 21 is Bates numbered WIN 2058 to 2063. 23 24 contain like every detail of the call with that customer? 24 Stepping back for a moment, can you tell me what 25 A. No, they don't. They contain just a -- what I generally happens in terms of the process when a 25

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Page 142 Page 143 would call a very brief synopsis of what's in the call. 1 It appears to be --2 2 They -- the customer care reps are trying to work with MR. KINGSTON: I'll object, lack of 3 the customer to get through the problem, and they're foundation. 4 trying to take the notes the best they can through the MR. LANGSTON: It appears to be notes. call. So I would say it's a very abbreviated set of 5 BY MS. SIMS (CONT.): notes to give them reference for future purposes. It 6 Q. As part of your process in terms of -- let me 7 doesn't contain a great majority of the conversation. 8 8 (Exhibit 22 was marked.) In preparing for this deposition, did you inquire BY MS. SIMS (CONT.): 9 and obtain information regarding customer contacts 9 10 from -- contacts to Windstream regarding Spectrum Q. I'm going to hand to you what we're marking as 10 11 Exhibit 22, and this was Exhibit 4 to your original 11 advertisements? 12 A. Yes. declaration. And it's Bates numbered now WIN 28 through 12 13 Q. And what are the sources of materials that you were 13 14 14 And, Mr. Langston, do you recognize Exhibit 22? 15 A. So sources of materials would have been our call 15 A. Yes. 16 recordings. They also would have been any kind of notes 16 Q. And what is Exhibit 22? 17 taken during the calls in reference specifically to those 17 A. This is the transcript of a customer service call 18 calls that we believed were associated with the Spectrum 18 19 19 Q. Just to clarify, does this contain any notes at all 20 Q. And in looking at Exhibit 22, do you recognize this 20 from the customer -- from a customer care associate? 21 as one of -- as one of the documents that you were 21 A Yes 22 provided? 22 Q. Is this -- are these customer care associate notes 23 A. Yes. or is this a transcript of a call? 23 24 Q. And in looking at this document again, are you able 24 A. I'm trying to go through with all the redactions 25 to tell what it reflects? 25 and determine Page 145 Page 144 A. It reflects the customer coming -- saying that 1 Q. Okay. You can set that aside. 2 (Exhibit 23 was marked.) Spectrum is going door to door telling people we're going out of business, also advised that she spoke with a 3 BY MS. SIMS (CONT.): representative of Spectrum -- the customer spoke to a 4 Q. I'm going to hand you a document that I'm marking 4 5 now as Exhibit 23, and this was previously Exhibit 5 to representative of Spectrum, and then advised her of the Chapter 11 filing and an offer that Spectrum provided. 6 your declaration. The Bates numbers on this document are I'm not sure exactly what tin means, but it says 7 WIN 32 through 36. 7 8 8 the customer would rather use a tin than go talk to Mr. Langston, do you recognize this document? 9 A. Yes. 9 Spectrum. It says the customer also received a flyer about Spectrum and about Windstream service and a 10 Q. And what is it? 1.0 11 So this is a listing of different customer calls Chapter 11 filing. It was a flyer. And then -- also 11 12 associated with the -- about customers calling in about 12 talks about a letter from Charter. the Spectrum advertising. So you had different customers 13 13 The call from Lincoln, Nebraska. The customer 14 in multiple states calling in about it, and these appear 14 called in very upset about the flyer he got from 15 to be out of the summary notes taken by the care reps. Spectrum. Said it makes him very angry that Spectrum did 15 16 Q. Thank you. Just set that aside. 16 17 MR. KINGSTON: I'm sorry. What exhibit And another call coming in from Covington, Ohio 17 18 was that? 18 making sure that these services were not going to be 19 MS. SIMS: That was 23. 19 disconnected because of reading the flyer from Spectrum. 20 MR. LANGSTON: 23. 2.0 Another call from Kentucky, customer called in MS. SIMS: 23. 21 21 upset that Spectrum called her and sent letter in mailing 2.2 MR. KINGSTON: Thank you. 22 that we filed bankruptcy and they needed to switch over. 23 (Exhibit 24 was marked.) 23 So multiple calls from customers in different 24 BY MS. SIMS (CONT.): 24 states reflecting the Charter advertisements, 25 Q. All right. I'm going to hand to you a document 25 door-to-door campaign and messaging.

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- that we're going to mark as Exhibit 24. I will note that
- it's possible that certain of these pages were previously
- marked as single exhibits, but I don't -- for convenience
- sake, I'm going to keep this all as one -- one exhibit.
- And Exhibit 24 is a document that is Bates numbered WIN
- 221 through WIN 374.
- And, Mr. Langston, do you recognize these
- documents?
- A. Yes.
- O. And what are they? 10
- 11 A. So this is a screenshot of a -- of the notes the
- customer care rep has taken based upon a conversation he 12
- 13 had with the customer.
- 14 Q. And you see that there is a date in the upper right
- of that screenshot. What does that date reflect? 15
- 16 A. April 16th, 2019.
- 17 Q. And do you know what that date represents?
- A. That would be the date of the actual call. So 18
- 19 that's a system -- that's a screenshot of the date.
- 20 Well, no, that date -- no. Let me take that back.
- 21 Let me retract that. That's the date where we inquired
- 22 into -- into that actual transaction.
- Q. And it looks like there's another date on the 23
- 24 middle left-hand side under remarks?
- A That is correct 25

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- 1 Q. For example, on this first page, that date is
- 2 March 25th. What does that date represent?
- 3 A. That date would be the actual date of the call. I
 - apologize for the confusion.
- 5 Q. And when you say that there are customer care
- 6 representative notes, are you referring to the text that
- 7 is under the section labeled remarks?
- 8 Yes, I am.

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- You can set that aside.
- 10 (Exhibit 25 was marked.)
- 11 BY MS. SIMS (CONT.):
- 12 Q. I'm going to hand to you a document that we'll mark
- 13 as Exhibit 25. And Exhibit 25 bears the Bates numbers
- 14 WIN 1771 through 1773.
 - And, Mr. Langston, do you recognize these
- 16 documents?
- 17 A. Yes.
- 18 Q. And what are they?
- 19 A. This is another screenshot of our care system
- 20 recording the notes from a customer call.
- 21 Q. And to your knowledge, do you -- do you know what
- 22 the customer calls are generally about?
- 23 Well, the customer called in on April 23rd, stated
- 24 that -- wanted to let us know that Spectrum knocked on
 - her door today and they seemed shady. Wanted to -- she

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- wanted to report them to us. She told them she was happy
- with her service. So, you know, apparently a -- you
- know, concerned about Spectrum talking to her -- asked
- her -- contacting her.
- O. You can set that aside.
- Okay.
- And to your knowledge, are customer calls to the
- customer call center, are they recorded?
- A. Yes.
- 10 Q. And do you know whether the customer calls
- 11 specifically regarding the Spectrum advertisements --
- 12 sorry. Let me rephrase.
- Do you know whether the customer call recordings 13
- 14 for calls regarding the Spectrum advertisements were
- gathered in connection with this case? 15
- 16 A. Yes, they were.
- 17 Q. And do you know whether there are transcripts of
- those recorded calls? 18
- 20 Q. And have you reviewed any of the transcripts?
- 21 A. I have.
- 22 Q. I'm going to hand to you a document -- hold on.
- 23 It's a very large document.
- 24 (Exhibit 26 was marked.)
- 25 BY MS. SIMS (CONT.):

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- 1 Q. I'm going to hand to you a document that we're
- going to mark as Exhibit 26, and I will note for the 3 record the beginning Bates number is WIN 381 and the very
- 4 last Bates number is WIN 1770, but the Bates numbers are
- 5 not consecutive all throughout -- throughout the document
- 6 for the record.
- 7 And, Mr. Langston, do you recognize these -- this
- 8 document?
- 9 MR. KINGSTON: I will object on
- 10 foundation. I mean, if you'll represent what
 - they are, I think that's fine, but I don't know
- 12 that the witness is in a position to
- 13 authenticate an entire phone book. I'll take
 - you at your word, just tell me what they are.
- 15 BY MS. SIMS (CONT.):
- 16 Q. Do you recognize what these are, what Exhibit 26
- 17 consists of?
- 18 A. Yes, these are the transcriptions of customer
- 19 calls, of the customer call recordings.
- 20 Q. And do you know whether these were the customer
 - call recordings regarding the Spectrum advertisements?
- 22 A. Yes, they are.
- 23 Q. Okay. You can set that aside.
 - And do you know generally some of the concerns, if
- 25 any, that Windstream customers have stated when they've

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	249 Pg 41	. UI 34	1
	Page 150		Page 151
1	called in regarding the Spectrum advertisements?	1	know, loss of good will with our customers, you know,
2	A. The basic	2	being able to trust Windstream and think that
3	MS. SIMS: I'm sorry. I object to lack of	3	Windstream's going to be around, creating doubt and
4	foundation, but you can answer.	4	confusion around that, loss of customers. You know, I
5	MR. LANGSTON: The basic concern the	5	think just general reputation and, you know, the
6	customers have had is is Windstream really	6	things you know, we've tried to create a brand name,
7	going away and are they going to lose their	7	tried to create an image around our service and clearly
8	services. That's that's the basic extent of	8	seen good results with our broadband growth and clearly,
9	their concerns.	9	you know, see that as as harm to that.
10	(Exhibit 27 was marked.)	10	Q. And when you say that, did you say customer image
11	BY MS. SIMS (CONT.):	11	or what was the phrase that you
12	Q. I'm going to hand to you a document that was	12	A. Brand image.
13	previously Exhibit 9 to your declaration. I'm now going	13	Q. Brand image.
14	to mark that as Exhibit 27.	14	A. Degradation of brand image.
15	And, Mr. Langston, do you recognize this document?	15	Q. How has Windstream built that brand image?
16	A. Yes.	16	MR. KINGSTON: I'm going to object to the
17	Q. And what is it?	17	question. Calls for a narrative.
18	A. It's a social media post to us regarding	18	BY MS. SIMS (CONT.):
19	advertisements received by a customer from Spectrum.	19	Q. You can answer.
20	O. You can set that aside.	20	A. So one, I mean, the most demonstrative version of
21	And, Mr. Langston, in your view, has Windstream	21	that would be through our advertising campaigns, through
22	suffered harm as a result of Charter's advertisements?	22	the Kinetic advertising, you know, as I said earlier
23	A. Yes.	23	starting in September of '17, but also built that image
24	Q. And in what form has that harm taken?	24	through, you know, significant investment into our
25	A. Brand image or degradation of brand image, you	25	network infrastructure to expand our high speed
	71. Braid mage of degradation of braid mage, you		network initiastructure to expand our ingit speed
	Page 152		Page 153
1	broadband. You know, improvements to our customer	1	Q. And to your knowledge, how has Windstream built its
2	service, our overall sales campaigns, promotional	2	good will?
3	campaigns, you know, to our customers reflecting the	3	A. You know, one is the indication we've done
4	availability of these services, and then just a, you	4	extensive advertising to the investments we've made into
5	know, focus over time that, you know, we're we're	5	the markets and expanding the networks. We've also
6	willing to invest in our customer base and want to be in	6	indicated through our advertising campaigns. We invested
7	these markets and compete.	7	greatly into local market operations and bring a very
8	Q. And when you say harm to the brand image, what do	8	local influence to how are markets operate and really
9			
_	you mean by that?	9	returning to the fact that we're a we're a local
10	you mean by that? A. You know, associating that there's uncertainty	9 10	returning to the fact that we're a we're a local telecommunications provider there, that we're part of the
			ř
10	A. You know, associating that there's uncertainty	10	telecommunications provider there, that we're part of the
10 11	A. You know, associating that there's uncertainty around Windstream, the name Windstream, and in our brand	10 11	telecommunications provider there, that we're part of the community.
10 11 12	A. You know, associating that there's uncertainty around Windstream, the name Windstream, and in our brand that we're going away. That the creating doubt and	10 11 12 13 14	telecommunications provider there, that we're part of the community. Q. And what does harm to the customer good will mean?
10 11 12 13	A. You know, associating that there's uncertainty around Windstream, the name Windstream, and in our brand that we're going away. That the creating doubt and uncertainty over specific services that we offer and that	10 11 12 13 14 15	telecommunications provider there, that we're part of the community. Q. And what does harm to the customer good will mean? A. Explain your question.
10 11 12 13 14	A. You know, associating that there's uncertainty around Windstream, the name Windstream, and in our brand that we're going away. That the creating doubt and uncertainty over specific services that we offer and that people are going to lose those services, and then, you	10 11 12 13 14 15	telecommunications provider there, that we're part of the community. Q. And what does harm to the customer good will mean? A. Explain your question. Q. Well, you indicated before that you believe that
10 11 12 13 14 15	A. You know, associating that there's uncertainty around Windstream, the name Windstream, and in our brand that we're going away. That the creating doubt and uncertainty over specific services that we offer and that people are going to lose those services, and then, you know, just the general uncertainty created by the	10 11 12 13 14 15 16	telecommunications provider there, that we're part of the community. Q. And what does harm to the customer good will mean? A. Explain your question. Q. Well, you indicated before that you believe that like loss of customer good will was one of the harms. I
10 11 12 13 14 15	A. You know, associating that there's uncertainty around Windstream, the name Windstream, and in our brand that we're going away. That the creating doubt and uncertainty over specific services that we offer and that people are going to lose those services, and then, you know, just the general uncertainty created by the advertisement, you know, indicating that we're going	10 11 12 13 14 15 16 17	telecommunications provider there, that we're part of the community. Q. And what does harm to the customer good will mean? A. Explain your question. Q. Well, you indicated before that you believe that like loss of customer good will was one of the harms. I just wanted to understand what you meant by that.
10 11 12 13 14 15 16 17	A. You know, associating that there's uncertainty around Windstream, the name Windstream, and in our brand that we're going away. That the creating doubt and uncertainty over specific services that we offer and that people are going to lose those services, and then, you know, just the general uncertainty created by the advertisement, you know, indicating that we're going away.	10 11 12 13 14 15 16 17 18	telecommunications provider there, that we're part of the community. Q. And what does harm to the customer good will mean? A. Explain your question. Q. Well, you indicated before that you believe that like loss of customer good will was one of the harms. I just wanted to understand what you meant by that. A. Well, you just you're creating doubt and
10 11 12 13 14 15 16 17	A. You know, associating that there's uncertainty around Windstream, the name Windstream, and in our brand that we're going away. That the creating doubt and uncertainty over specific services that we offer and that people are going to lose those services, and then, you know, just the general uncertainty created by the advertisement, you know, indicating that we're going away. Q. And you indicated a loss of customer good will.	10 11 12 13 14 15 16 17 18 19	telecommunications provider there, that we're part of the community. Q. And what does harm to the customer good will mean? A. Explain your question. Q. Well, you indicated before that you believe that like loss of customer good will was one of the harms. I just wanted to understand what you meant by that. A. Well, you just you're creating doubt and uncertainty in the in the customer's minds that
10 11 12 13 14 15 16 17 18	A. You know, associating that there's uncertainty around Windstream, the name Windstream, and in our brand that we're going away. That the creating doubt and uncertainty over specific services that we offer and that people are going to lose those services, and then, you know, just the general uncertainty created by the advertisement, you know, indicating that we're going away. Q. And you indicated a loss of customer good will. What do you mean by that?	10 11 12 13 14 15 16 17 18 19 20 21	telecommunications provider there, that we're part of the community. Q. And what does harm to the customer good will mean? A. Explain your question. Q. Well, you indicated before that you believe that like loss of customer good will was one of the harms. I just wanted to understand what you meant by that. A. Well, you just you're creating doubt and uncertainty in the in the customer's minds that Windstream is somebody there that's going to be around to take care of them, that they're going to be there in the long term and that it's somebody they want to do business
10 11 12 13 14 15 16 17 18 19	A. You know, associating that there's uncertainty around Windstream, the name Windstream, and in our brand that we're going away. That the creating doubt and uncertainty over specific services that we offer and that people are going to lose those services, and then, you know, just the general uncertainty created by the advertisement, you know, indicating that we're going away. Q. And you indicated a loss of customer good will. What do you mean by that? A. You know, the customer seeing us as somebody who is	10 11 12 13 14 15 16 17 18 19 20 21 22	telecommunications provider there, that we're part of the community. Q. And what does harm to the customer good will mean? A. Explain your question. Q. Well, you indicated before that you believe that like loss of customer good will was one of the harms. I just wanted to understand what you meant by that. A. Well, you just you're creating doubt and uncertainty in the in the customer's minds that Windstream is somebody there that's going to be around to take care of them, that they're going to be there in the long term and that it's somebody they want to do business with and, quite frankly, that we're, you know, somebody
10 11 12 13 14 15 16 17 18 19 20 21	A. You know, associating that there's uncertainty around Windstream, the name Windstream, and in our brand that we're going away. That the creating doubt and uncertainty over specific services that we offer and that people are going to lose those services, and then, you know, just the general uncertainty created by the advertisement, you know, indicating that we're going away. Q. And you indicated a loss of customer good will. What do you mean by that? A. You know, the customer seeing us as somebody who is trustworthy, that's going to be here, that's going to be	10 11 12 13 14 15 16 17 18 19 20 21	telecommunications provider there, that we're part of the community. Q. And what does harm to the customer good will mean? A. Explain your question. Q. Well, you indicated before that you believe that like loss of customer good will was one of the harms. I just wanted to understand what you meant by that. A. Well, you just you're creating doubt and uncertainty in the in the customer's minds that Windstream is somebody there that's going to be around to take care of them, that they're going to be there in the long term and that it's somebody they want to do business

39 (Pages 150 to 153)

Q. And when good will is harmed, can you be rebuilt?

provider.

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customers want to do business with somebody they could

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Page 154 Page 155 MR. KINGSTON: Objection, calls for expert 1 effort in the install. We put effort into care. We 2 opinion testimony. You can answer. 2 invest in the network for that individual customer, so, MR. LANGSTON: It -- it can. It takes a 3 you know, it's -- every customer lost is pretty painful. long time. In our case, we've had to invest 4 Q. And do you believe that 215 is the absolute cap on significant amounts of money to expand our 5 the number of customers who have concerns about the network and grow our network over a number of 6 Spectrum advertisements? years. Our brand campaign has been going for 7 A. No, I don't. You know, the reality is, you know, almost two years, a year and -- a year and 8 the customers that actually call in are the most vocal three-quarters. It takes quite a while to 9 piece. Most don't call in. They're generally concerned, build that up, and it takes -- the people that 10 10 they might have concerns, you know, there -- and there's 11 run these markets have put a lot of effort into 11 also those that receive this flyer that aren't Windstream 12 12 customers, and they might have been considering 13 BY MS. SIMS (CONT.): 13 Windstream, but now with this advertisement, they look at 14 14 Q. And you mentioned of losing customers. Are you it differently. You also don't know who else the 215 15 aware of Windstream losing customers especially because 15 people talked to. 16 of the advertisements? 16 So, no, I don't -- I believe it's just the tip of 17 17 the iceberg. You know, I -- for one, I don't like 18 Q. And what does losing a customer mean to Windstream? 18 calling in to customer service. So to get to a customer 19 19 A. You know, you would think, you know, because you and be so concerned to call in customer service, they 20 think about a company having a customer base of 20 represent a very small minority of the general 21 1.2 million broadband customers that losing a customer 21 population. 22 doesn't matter a lot, but, you know, simplistic economic 22 Q. And has Windstream taken actions in response to terms, acquiring one customer costs, you know, quite a 23 23 this Spectrum advertising campaign? 24 bit of money, but more importantly, we truly try and go 24 Yes, we have. 25 after each customer relationship. We have -- we have 25 Q. And what actions has Windstream taken? Page 156 Page 157 A. Well, in the most simplistic form, we had to 1 said that you provided the customer care representatives 2 with call scripts? provide call scripting notes to our customer care reps and to our sales reps and to others on how to go explain 3 A. Yes. 4 what Spectrum put out there and what it really means and (Exhibit 28 was marked.) 4 5 BY MS. SIMS (CONT.): what it doesn't mean out there as well to counter the false advertising, the -- on a bigger note, we've had to 6 Q. I'm going to hand to you a document that we'll mark 7 as Exhibit 28, and Exhibit 28 is Bates numbered WIN 77 go down significant mail campaigns and advertising 8 through WIN 84. campaigns to work on restoring the confidence and brand 9 And, Mr. Langston, do you recognize this document? image, you know, that was harmed by the Spectrum 9 10 A. This is our marketing campaign in response to the 1.0 advertising 11 Spectrum campaign. (Exhibit 29 was marked.) 11 BY MS. SIMS (CONT.): 12 Q. And do you know approximately how many 12 13 advertisements for the corrective campaign were sent out? 13 Q. I'm going to mark as Exhibit 29 a document that 14 I think it's somewhere around 800,000. 14 bears the Bates number WIN 74 through 76, although I will 15 Q. And do you know the approximate cost of -- do you note that 76 is actually a blank page. 15 16 know the approximate cost for creating and sending out 16 And, Mr. Langston, do you recognize Exhibit 27? 17 this corrective advertisement? A. These are some of the scripting guidance we gave to 17 18 A. The total dollar amount is approximately a million 18 call center reps related to general bankruptcy 19 dollars for this piece of -- for this piece of the 19 information. 20 2.0 Q. And is there any scripting with respect to the 21 Q. And has Windstream taken other steps in response to 21 Spectrum advertising? 2.2 Charter's advertisement -- advertising campaign? 22 A. Yes, there is 23 You know, it's not saying that it's limited to 23 Q. And is the located on WIN 75? 24 this, but I know that in response to customers calling 24 25 and being concerned or saying that they want to switch to 25 And is this what you were referring to when you

40 (Pages 154 to 157)

Page	158

- 1 Spectrum as a result of this, we've had to offer, you
- 2 know, maybe promotions, practically offer retention
- offers to keep those customers to say. We've also had
 to, you know, educate our sales force as well about how
- 5 to go counter this, particularly I think our small
- 6 business sales. Those would be the primary ones that I'm
- 7 aware of
- 8 Q. And what effect, if any, do these counter response
- 9 measures have on Windstream's bottom line?
- 10 A. Well, it's a cost we didn't budget for. I mean, we
- 11 did not plan on spending this money, and like most
- 12 companies, we have a budget for the year, and so clearly
- we've had to spend the money on this advertising campaign
- 14 versus spending on other things. We planned to continued
- 15 to expand our brand and our sales.
- 16 (Exhibit 30 was marked.)
- 17 BY MS. SIMS (CONT.):
- 18 Q. I'm going to hand to you a document that was
- 19 previously Exhibit 10 to your declaration, and I'm
- 20 marking that as Exhibit 30.
- 21 And, Mr. Langston, do you recognize exhibit -- I'm
- 22 sorry. And for the record, Exhibit 30 is Bates numbered
- 23 WIN 56 through 61.
- 24 Mr. Langston, do you recognize Exhibit 30?
- 25 A. Yes, I do.

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- 1 Q. And what is it?
- 2 A. It is the initial letter from Carol Keith to
- 3 Charter's associate general counsel asking them to cease
- 4 and desist their advertising campaign regarding our
- 5 Chapter 11.
- 6 Q. And if you go to WIN 60, Bates number 60, what is
- 7 that portion of the exhibit?
- 8 A. Okay.
- 9 Q. And what is it?
- 10 A. This is a follow-up letter dated five --
- approximately five days later regarding the first cease
- 12 and desist letter and -- and asking once again,
- 13 reiterating to cease and desist. Specifically calls out
- 14 mailouts surfacing in Alabama, North Carolina, Nebraska
- 15 and elsewhere.
- And then also referencing conversations told by
- 17 Spectrum to these customers they have a contract with
- 18 Windstream to buy us out.
- 19 Q. And do you know whether Charter responded to
- 20 Windstream's letter?

22

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- A. Shortly after this March 26th letter, we received a
 - response from Charter's counsel.
- 23 (Exhibit 31 was marked.)

Q. You can set that aside.

- 24 BY MS. SIMS (CONT.):
- Q. I'm going to mark a document that was previously

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- Exhibit 11 to your declaration and now bears the Exhibit
- Number 31. The Bates numbers are WIN 62 through 63.
- 3 Mr. Langston, do you recognize this document?
- 4 A. Yes.
- 5 Q. And what is it?
- 6 A. It's a letter from Cody Harrison, the VP and
- 7 associate general counsel at Charter, to Carol Keith
- 8 disagreeing that they -- that there's any failing --
- 9 false or misleading about the advertising.
- Q. And to your knowledge, other than Exhibit 31, did
- 11 Charter have any other response to Windstream's cease and
- 12 desist letters?
- 13 A. Not that I'm aware of, no.
- 14 Q. And do you know whether Charter sent Windstream any
- copies of future direct mail pieces regarding the
- 16 bankruptcy?
- 17 A. I am aware of -- I've seen the future follow on
- advertisements. I don't know if they directly sent those
- 19 to us or not. I don't know the source. I've just seen
- 20 them
- Q. And you've seen that because of your role in this
- 22 case?
- 23 A. Yes.
- Q. And testifying at the TRO hearing?
- 25 A. Yes, I saw them -- I saw them in evidence.

- Page 161
- 2 And, Mr. Langston, to your knowledge, did
- 3 Windstream and Charter have a contractual relationship?
- 4 A. Yes.
- 5 Q. All right. Can you please describe that
- 6 contractual relationship?
- 7 A. It's a -- it's a relationship for Windstream to buy
- 8 what in the industry is called last mile services to
- 9 connect from Windstream's network into our customers and
- acquiring that -- that last mile connection from Charter,
- and then that's part of Windstream's service to the
- 12 customer.
- Q. So can you describe, I guess, maybe more
- 14 specifically in layman's terms what that last mile means?
- A. So if Windstream's network comes within a certain
- range of the customer's network, but we don't actually
- provide a connection all the way from our network all the
- way into the customer, sometimes we have to acquire a
- 19 competitor's service in order to connect from our network
- 20 into the actual physical customer premise.
- Q. And that last bit of connection from your network
- 22 to the customer's premise, is that considered what you
- 23 mean by last mile?
- A. That's last mile.
- Q. Okay. And have there been any recent instances

41 (Pages 158 to 161)

	Page 162		Page 163
1	regarding that last mile connection that Charter	1	that.
2	provides?	2	I've handed you a document that I've marked as
3	A. Yes. In March of this year, I think it was	3	Exhibit Number 32 and that bears the Bates numbers 469
4	March 15th, Charter disconnected approximately 350 lines	4	through 474.
5	of service that would be comprised of that last mile	5	A. Yes.
6	service. It was done on, like I said, the afternoon of	6	Q. All right. Mr. Langston, do you recognize this
7	the 15th I believe.	7	document?
8	Q. Bear with me a minute.	8	A. I do.
9	MS. SIMS: Actually, if we can just take a	9	Q. And what is it?
10	short break, I just want to organize these last	10	A. This is a list of our last mile connections that
11	couple of exhibits that I have.	11	were disconnected on the 15th that are with Charter
12	MR. KINGSTON: Which is fine.	12	Communications.
13	MS. SIMS: Go off the record for a minute.	13	Q. And do you have an understanding as to why these
14	MR. SIMS: We're going off the record.	14	Windstream customers were disconnected by Spectrum?
15	The time is approximately 2:40 p.m.	15	MR. KINGSTON: Objection, lack of
16	(The deposition recessed at 2:40 p.m. and	16	foundation.
17	reconvened at 2:47 p.m.)	17	MR. LANGSTON: My understanding is we were
18	MR. SIMS: We're back on the record. The	18	told that we were they were disconnected
19	time is approximately 2:47 p.m.	19	because of pre of lack of payment of
20	(Exhibit 32 was marked.)	20	pre-petition balances.
21	BY MS. SIMS (CONT.):	21	BY MS. SIMS (CONT.):
22	Q. Mr. Langston, I've marked and handed to you a	22	Q. And prior to disconnecting these customers, do you
23	document that is marked as Exhibit Number 32 that bears	23	know whether any of these customers received a
24	the Bates numbers WIN 469 through	24	notification from Spectrum?
25	Sorry. I didn't have my microphone. Let me repeat	25	MR. KINGSTON: Same objection.
1	MR. LANGSTON: No.	1	in your access team, one of our leaders in our access
		1	
2	BY MS. SIMS (CONT.):	2	team, to Spectrum and that indicating that they could
3	Q. Sorry. To clarify, do you know whether or not	3	not disconnect for those pre-petition balances because of
3 4	Q. Sorry. To clarify, do you know whether or not these Windstream customers received a notification from	3 4	not disconnect for those pre-petition balances because of the bankruptcy code.
3 4 5	Q. Sorry. To clarify, do you know whether or not these Windstream customers received a notification from Spectrum?	3 4 5	not disconnect for those pre-petition balances because of the bankruptcy code. Q. And do you know, does this pertain to the
3 4 5 6	Q. Sorry. To clarify, do you know whether or not these Windstream customers received a notification from Spectrum?A. I'm not aware of any notification of being	3 4 5 6	not disconnect for those pre-petition balances because of the bankruptcy code. Q. And do you know, does this pertain to the disconnect on March 15th or is this something else?
3 4 5 6 7	Q. Sorry. To clarify, do you know whether or not these Windstream customers received a notification from Spectrum?A. I'm not aware of any notification of being disconnected, no.	3 4 5 6 7	not disconnect for those pre-petition balances because of the bankruptcy code. Q. And do you know, does this pertain to the disconnect on March 15th or is this something else? A. This appears to be in addition to the 15th, about
3 4 5 6 7 8	 Q. Sorry. To clarify, do you know whether or not these Windstream customers received a notification from Spectrum? A. I'm not aware of any notification of being disconnected, no. Q. Have you seen any documents indicating that 	3 4 5 6 7 8	not disconnect for those pre-petition balances because of the bankruptcy code. Q. And do you know, does this pertain to the disconnect on March 15th or is this something else? A. This appears to be in addition to the 15th, about additional disconnects that were going to occur.
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3 4 5 6 7 8 9	 Q. Sorry. To clarify, do you know whether or not these Windstream customers received a notification from Spectrum? A. I'm not aware of any notification of being disconnected, no. Q. Have you seen any documents indicating that Spectrum provided a notification to Windstream's customers before disconnecting them? 	3 4 5 6 7 8 9	not disconnect for those pre-petition balances because of the bankruptcy code. Q. And do you know, does this pertain to the disconnect on March 15th or is this something else? A. This appears to be in addition to the 15th, about additional disconnects that were going to occur. It says they will be disconnected on March 8th, and, actually, given the fact that the letter was sent on
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3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 Q. Sorry. To clarify, do you know whether or not these Windstream customers received a notification from Spectrum? A. I'm not aware of any notification of being disconnected, no. Q. Have you seen any documents indicating that Spectrum provided a notification to Windstream's customers before disconnecting them? A. No. (Exhibit 33 was marked.) BY MS. SIMS (CONT.): Q. I'm going to hand to you a document that we're going to mark as Exhibit 33. And for the record, Exhibit 33 is a document bearing the Bates numbers WIN 476 through 477. Mr. Langston, do you recognize Exhibit 33? A. I do. Q. And what what is Exhibit 33? 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	not disconnect for those pre-petition balances because of the bankruptcy code. Q. And do you know, does this pertain to the disconnect on March 15th or is this something else? A. This appears to be in addition to the 15th, about additional disconnects that were going to occur. It says they will be disconnected on March 8th, and, actually, given the fact that the letter was sent on March 22nd, and this is March 8, that would be nine 1' days, that would be 13 days short of the contractual notification period if they were even allowed to do this underneath the bankruptcy code. Q. And to your knowledge, what is the contractual notification period for disconnecting Windstream customers from Charter? A. 30 days notice. (Exhibit 34 was marked.) BY MS. SIMS (CONT.):
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 Q. Sorry. To clarify, do you know whether or not these Windstream customers received a notification from Spectrum? A. I'm not aware of any notification of being disconnected, no. Q. Have you seen any documents indicating that Spectrum provided a notification to Windstream's customers before disconnecting them? A. No. (Exhibit 33 was marked.) BY MS. SIMS (CONT.): Q. I'm going to hand to you a document that we're going to mark as Exhibit 33. And for the record, Exhibit 33 is a document bearing the Bates numbers WIN 476 through 477. Mr. Langston, do you recognize Exhibit 33? A. I do. Q. And what what is Exhibit 33? A. It is a notice of disconnect for nonpayment from 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	not disconnect for those pre-petition balances because of the bankruptcy code. Q. And do you know, does this pertain to the disconnect on March 15th or is this something else? A. This appears to be in addition to the 15th, about additional disconnects that were going to occur. It says they will be disconnected on March 8th, and, actually, given the fact that the letter was sent on March 22nd, and this is March 8, that would be nine 1' days, that would be 13 days short of the contractual notification period if they were even allowed to do this underneath the bankruptcy code. Q. And to your knowledge, what is the contractual notification period for disconnecting Windstream customers from Charter? A. 30 days notice. (Exhibit 34 was marked.) BY MS. SIMS (CONT.): Q. I'm going to hand to you a document that we'll marked.
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Q. Sorry. To clarify, do you know whether or not these Windstream customers received a notification from Spectrum? A. I'm not aware of any notification of being disconnected, no. Q. Have you seen any documents indicating that Spectrum provided a notification to Windstream's customers before disconnecting them? A. No. (Exhibit 33 was marked.) BY MS. SIMS (CONT.): Q. I'm going to hand to you a document that we're going to mark as Exhibit 33. And for the record, Exhibit 33 is a document bearing the Bates numbers WIN 476 through 477. Mr. Langston, do you recognize Exhibit 33? A. I do. Q. And what what is Exhibit 33? A. It is a notice of disconnect for nonpayment from Spectrum dated March 22nd and then the corresponding	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	not disconnect for those pre-petition balances because of the bankruptcy code. Q. And do you know, does this pertain to the disconnect on March 15th or is this something else? A. This appears to be in addition to the 15th, about additional disconnects that were going to occur. It says they will be disconnected on March 8th, and, actually, given the fact that the letter was sent on March 22nd, and this is March 8, that would be nine — I' days, that would be 13 days short of the contractual notification period if they were even allowed to do this underneath the bankruptcy code. Q. And to your knowledge, what is the contractual notification period for disconnecting Windstream customers from Charter? A. 30 days notice. (Exhibit 34 was marked.) BY MS. SIMS (CONT.): Q. I'm going to hand to you a document that we'll mark as Exhibit 34, and Exhibit 34 is a document bearing the
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 Q. Sorry. To clarify, do you know whether or not these Windstream customers received a notification from Spectrum? A. I'm not aware of any notification of being disconnected, no. Q. Have you seen any documents indicating that Spectrum provided a notification to Windstream's customers before disconnecting them? A. No. (Exhibit 33 was marked.) BY MS. SIMS (CONT.): Q. I'm going to hand to you a document that we're going to mark as Exhibit 33. And for the record, Exhibit 33 is a document bearing the Bates numbers WIN 476 through 477. Mr. Langston, do you recognize Exhibit 33? A. I do. Q. And what what is Exhibit 33? A. It is a notice of disconnect for nonpayment from 	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	not disconnect for those pre-petition balances because of the bankruptcy code. Q. And do you know, does this pertain to the disconnect on March 15th or is this something else? A. This appears to be in addition to the 15th, about additional disconnects that were going to occur. It says they will be disconnected on March 8th, and, actually, given the fact that the letter was sent on March 22nd, and this is March 8, that would be nine 1' days, that would be 13 days short of the contractual notification period if they were even allowed to do this underneath the bankruptcy code. Q. And to your knowledge, what is the contractual notification period for disconnecting Windstream customers from Charter? A. 30 days notice. (Exhibit 34 was marked.) BY MS. SIMS (CONT.): Q. I'm going to hand to you a document that we'll marked.

42 (Pages 162 to 165)

Page 166 Page 167 And what is it? 1 So it's more of a chronological list kind of going A. It's a series of communications once again amongst 2 through the process of what happened. the Windstream access team that manages the connections 3 MR. KINGSTON: Just for completeness, I'll 4 with -- last mile services with Charter about sites that read in the two bullet points that were omitted have been disconnected, that Charter disconnected. 5 from that reading. Under the 41 sites down Q. And does this relate to the March 15th disconnect? over the weekend, all restored. Under the 50 A. Yes, which would indicate that it extended on additional sites down on Monday, all restored. past the -- past the 18th, that Monday. It looks like it 8 MS. SIMS: Counsel, if you have any was extending all the way into, oh, 10 days -- 10 days 9 9 further clarifications, would you please just 10 later, which was actually later than I thought. It 10 restrict it to your --11 actually lists some of the customers that are impacted as 11 MR. KINGSTON: It wasn't a clarification. 12 well. 12 It was an objection invoking the rule of 13 Q. And what page are you referring to? 13 completeness. So what happened is the witness A. Page WIN 484. 14 14 read a piece of that document, and to make sure 15 15 O. And what customers were those? that the portions that the witness chose to 16 A. These are just -- can you have these six circuits 16 read wasn't misleading, I read the balance of 17 checked immediately. MB2 Dental Solutions, New York 17 18 State Land Title Association, Crohn's & Colitis 18 (Exhibit 35 was marked.) 19 Foundation of America, La Maison Du Chocolat, Corbett --19 BY MS. SIMS (CONT.): 20 Corbett International, Bloomingdale Family Program. Q. I'm going to hand to you a document we're going to 20 21 Additionally, next E-mail on the 19th, which would 21 mark as Exhibit 35. And Exhibit 35 bears the Bates 22 have been the Tuesday after the disconnect, indicates 22 numbers WIN 502 to WIN 508. 23 that 41 sites down over the weekend. All restored. This 23 Do you recognize this document? 24 is on Tuesday. 50 additional sites down Monday. Total 24 A. Yes, I do. 25 number of sites suspended so far are 91. And what is it? 2.5 Page 168 Page 169 A. It is an E-mail from Curt Allen, who's over our 1 MS. SIMS: I'm going to take a short break channel partner group, to Elizabeth Orth, who's the 2 here, and when we come back, I'll finish up my customer care leader for enterprise -- for the enterprise 3 business unit. 4 MR. SIMS: We're going off the record. 5 Q. And so did you say a customer care channel? The time is approximately 2:57 p.m. Yes. Elizabeth Orth runs our customer care group 6 (The deposition recessed at 2:57 p.m. and for the enterprise business unit. Curt Allen is in 7 reconvened at 3:16 p.m.) 8 MR. SIMS: We are back on the record. The charge of our channel partner group. Q. And what's a channel partner? 9 time is approximately 3:16 p.m. 10 A. That would be a third party that sells Windstream 10 (Exhibit 36 was marked.) 11 11 BY MS. SIMS (CONT.): 12 Q. And what did the E-mail chain pertain to? 12 Q. Mr. Langston, I'm going to hand you a document we're going to mark as Exhibit 36. And Exhibit 36 -- the 13 A. It refers to three specific sites that went down on 13 14 Friday, March 15th. It says about -- anyway, it just 14 first page of Exhibit 36 bears the Bates number 1725 and 15 talks about those -- those three sites being down and 15 the second page is Bates number 1749 and the last page is 16 then why another six were down. It gives the trouble 16 17 ticket numbers. So it's an escalation of an outage for 17 And, Mr. Langston, do you recognize Exhibit 36? 18 18 A. I do. It's a transcription of recorded phone calls customer sites. 19 Q. And were these outages part of the March 15 19 from customers into Windstream. 20 disconnect that we've been discussing? 20 Q. And if you look at the first page of Exhibit 36, do MR. KINGSTON: Objection, lack of you see it says audio files transcribed and then there's 21 21 22 foundation 2.2 a list of numbers? 23 MR. LANGSTON: Yes, they are 23 Yes. 24 BY MS. SIMS (CONT.): 24 What are those numbers if you know? 25 Q. You can set that aside. 25 A. Those are the account numbers -- the account

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	Page 170		Page 171
1		1	
1	numbers of the customers that called in. So the account	1 2	going to mark as Exhibit 37. And the first page of
2	number associated with each of the calls.	3	Exhibit 37 is Bates numbered WIN 862. And, Mr. Langston, do you recognize this document?
4	 Q. If you can turn to the second page of Exhibit 36, on line 11, can you can you read what the number is on 	4	A. Yes. It's another transcription of recorded
5	line 11?	5	customer phone calls into Windstream.
6	A. 091815868.	6	Q. If you can refer to the second page of Exhibit 37,
7	Q. And what does that number represent?	7	on line five, can you please read that number?
8	A. That's the account number for the following call.	8	A. 002820725.
9	Q. And if you could please refer to I'm going to	9	Q. And what does that number represent?
10	give you the Bates numbers. If you can read page 1751 to	10	A. That's the account number of the customer on the
11	1753, please, of this document.	11	following recording.
12	A. 17 starting at 1751.	12	Q. And if you can, please read to yourself the pages
13	Q. To 1753. You can just read it silently to yourself	13	Bates numbered 902 to 904.
14	first.	14	A. Okay.
15	A. Okay.	15	Q. And what issue was this Windstream customer calling
16	Q. And let me know when you're finished.	16	in about?
17	A. Okay.	17	A. Calling regarding Spectrum once again sending out a
18	Q. To your knowledge, based off of the information you	18	letter saying that Windstream was going away and they
19	read, what was the customer calling in with regards to?	19	were going to lose their Internet and TV services.
20	A. They received the they received a letter from	20	(Exhibit 38 was marked.)
21	Spectrum saying that Windstream was going away.	21	BY MS. SIMS (CONT.):
22	Q. You can set that aside.	22	Q. I'm going to hand to you a document I'm going to
23	(Exhibit 37 was marked.)	23	mark as Exhibit 38. Exhibit 38 on that first page bears
24	BY MS. SIMS (CONT.):	24	the Bates number WIN 1780.
25	Q. I'm going to hand to you an exhibit that we're	25	A. Okay.
			Page 173
1	Q. And, Mr. Langston, do you recognize this document?	1	on it and that's why they opened it.
1 2	A. I do. It's another transcription of recorded phone	2	on it and that's why they opened it. BY MS. SIMS (CONT.):
	A. I do. It's another transcription of recorded phone calls from customers into Windstream.	2	on it and that's why they opened it. BY MS. SIMS (CONT.): Q. You can set that aside.
2 3 4	A. I do. It's another transcription of recorded phone calls from customers into Windstream. Q. And if you can refer to the second page of	2 3 4	on it and that's why they opened it. BY MS. SIMS (CONT.): Q. You can set that aside. (Exhibit 39 was marked.)
2	A. I do. It's another transcription of recorded phone calls from customers into Windstream.	2	on it and that's why they opened it. BY MS. SIMS (CONT.): Q. You can set that aside. (Exhibit 39 was marked.) BY MS. SIMS (CONT.):
2 3 4 5 6	 A. I do. It's another transcription of recorded phone calls from customers into Windstream. Q. And if you can refer to the second page of Exhibit 38. A. Okay. 	2 3 4 5 6	on it and that's why they opened it. BY MS. SIMS (CONT.): Q. You can set that aside. (Exhibit 39 was marked.) BY MS. SIMS (CONT.): Q. I'm going to hand you a document that I'm marking
2 3 4 5 6 7	 A. I do. It's another transcription of recorded phone calls from customers into Windstream. Q. And if you can refer to the second page of Exhibit 38. A. Okay. Q. Line six, can you please read that number? 	2 3 4 5 6 7	on it and that's why they opened it. BY MS. SIMS (CONT.): Q. You can set that aside.
2 3 4 5 6 7 8	 A. I do. It's another transcription of recorded phone calls from customers into Windstream. Q. And if you can refer to the second page of Exhibit 38. A. Okay. Q. Line six, can you please read that number? A. 060896163. 	2 3 4 5 6 7 8	on it and that's why they opened it. BY MS. SIMS (CONT.): Q. You can set that aside. (Exhibit 39 was marked.) BY MS. SIMS (CONT.): Q. I'm going to hand you a document that I'm marking as Exhibit 39, and the first page of Exhibit 9 bears the Bates number WIN 993.
2 3 4 5 6 7 8 9	 A. I do. It's another transcription of recorded phone calls from customers into Windstream. Q. And if you can refer to the second page of Exhibit 38. A. Okay. Q. Line six, can you please read that number? A. 060896163. Q. And what is that number? 	2 3 4 5 6 7 8	on it and that's why they opened it. BY MS. SIMS (CONT.): Q. You can set that aside.
2 3 4 5 6 7 8 9	 A. I do. It's another transcription of recorded phone calls from customers into Windstream. Q. And if you can refer to the second page of Exhibit 38. A. Okay. Q. Line six, can you please read that number? A. 060896163. Q. And what is that number? A. That's the account number for the customer on the 	2 3 4 5 6 7 8 9	on it and that's why they opened it. BY MS. SIMS (CONT.): Q. You can set that aside.
2 3 4 5 6 7 8 9 10	 A. I do. It's another transcription of recorded phone calls from customers into Windstream. Q. And if you can refer to the second page of Exhibit 38. A. Okay. Q. Line six, can you please read that number? A. 060896163. Q. And what is that number? A. That's the account number for the customer on the transcription of the call below. 	2 3 4 5 6 7 8 9 10	on it and that's why they opened it. BY MS. SIMS (CONT.): Q. You can set that aside.
2 3 4 5 6 7 8 9 10 11	 A. I do. It's another transcription of recorded phone calls from customers into Windstream. Q. And if you can refer to the second page of Exhibit 38. A. Okay. Q. Line six, can you please read that number? A. 060896163. Q. And what is that number? A. That's the account number for the customer on the transcription of the call below. Q. Okay. And if you can, please, read 17 – the Bates 	2 3 4 5 6 7 8 9 10 11	on it and that's why they opened it. BY MS. SIMS (CONT.): Q. You can set that aside.
2 3 4 5 6 7 8 9 10 11 12 13	 A. I do. It's another transcription of recorded phone calls from customers into Windstream. Q. And if you can refer to the second page of Exhibit 38. A. Okay. Q. Line six, can you please read that number? A. 060896163. Q. And what is that number? A. That's the account number for the customer on the transcription of the call below. Q. Okay. And if you can, please, read 17 – the Bates number 1790 to 1792 to yourself. 	2 3 4 5 6 7 8 9 10 11 12 13	on it and that's why they opened it. BY MS. SIMS (CONT.): Q. You can set that aside.
2 3 4 5 6 7 8 9 10 11 12 13	 A. I do. It's another transcription of recorded phone calls from customers into Windstream. Q. And if you can refer to the second page of Exhibit 38. A. Okay. Q. Line six, can you please read that number? A. 060896163. Q. And what is that number? A. That's the account number for the customer on the transcription of the call below. Q. Okay. And if you can, please, read 17 the Bates number 1790 to 1792 to yourself. A. Okay. 	2 3 4 5 6 7 8 9 10 11 12 13 14	on it and that's why they opened it. BY MS. SIMS (CONT.): Q. You can set that aside.
2 3 4 5 6 7 8 9 10 11 12 13 14	 A. I do. It's another transcription of recorded phone calls from customers into Windstream. Q. And if you can refer to the second page of Exhibit 38. A. Okay. Q. Line six, can you please read that number? A. 060896163. Q. And what is that number? A. That's the account number for the customer on the transcription of the call below. Q. Okay. And if you can, please, read 17 – the Bates number 1790 to 1792 to yourself. A. Okay. Q. And what issue was this Windstream customer calling 	2 3 4 5 6 7 8 9 10 11 12 13 14 15	on it and that's why they opened it. BY MS. SIMS (CONT.): Q. You can set that aside.
2 3 4 5 6 7 8 9 10 11 12 13 14 15	 A. I do. It's another transcription of recorded phone calls from customers into Windstream. Q. And if you can refer to the second page of Exhibit 38. A. Okay. Q. Line six, can you please read that number? A. 060896163. Q. And what is that number? A. That's the account number for the customer on the transcription of the call below. Q. Okay. And if you can, please, read 17 – the Bates number 1790 to 1792 to yourself. A. Okay. Q. And what issue was this Windstream customer calling in about? 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	on it and that's why they opened it. BY MS. SIMS (CONT.): Q. You can set that aside.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	 A. I do. It's another transcription of recorded phone calls from customers into Windstream. Q. And if you can refer to the second page of Exhibit 38. A. Okay. Q. Line six, can you please read that number? A. 060896163. Q. And what is that number? A. That's the account number for the customer on the transcription of the call below. Q. Okay. And if you can, please, read 17 the Bates number 1790 to 1792 to yourself. A. Okay. Q. And what issue was this Windstream customer calling in about? MR. KINGSTON: Objection, foundation. 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	on it and that's why they opened it. BY MS. SIMS (CONT.): Q. You can set that aside.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 A. I do. It's another transcription of recorded phone calls from customers into Windstream. Q. And if you can refer to the second page of Exhibit 38. A. Okay. Q. Line six, can you please read that number? A. 060896163. Q. And what is that number? A. That's the account number for the customer on the transcription of the call below. Q. Okay. And if you can, please, read 17 the Bates number 1790 to 1792 to yourself. A. Okay. Q. And what issue was this Windstream customer calling in about? MR. KINGSTON: Objection, foundation. MR. LANGSTON: They received a letter from 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	on it and that's why they opened it. BY MS. SIMS (CONT.): Q. You can set that aside.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 A. I do. It's another transcription of recorded phone calls from customers into Windstream. Q. And if you can refer to the second page of Exhibit 38. A. Okay. Q. Line six, can you please read that number? A. 060896163. Q. And what is that number? A. That's the account number for the customer on the transcription of the call below. Q. Okay. And if you can, please, read 17 – the Bates number 1790 to 1792 to yourself. A. Okay. Q. And what issue was this Windstream customer calling in about? MR. KINGSTON: Objection, foundation. MR. LANGSTON: They received a letter from Spectrum as well stating that Windstream was 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	on it and that's why they opened it. BY MS. SIMS (CONT.): Q. You can set that aside.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A. I do. It's another transcription of recorded phone calls from customers into Windstream. Q. And if you can refer to the second page of Exhibit 38. A. Okay. Q. Line six, can you please read that number? A. 060896163. Q. And what is that number? A. That's the account number for the customer on the transcription of the call below. Q. Okay. And if you can, please, read 17 – the Bates number 1790 to 1792 to yourself. A. Okay. Q. And what issue was this Windstream customer calling in about? MR. KINGSTON: Objection, foundation. MR. LANGSTON: They received a letter from Spectrum as well stating that Windstream was going away, that they were — it was going	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	on it and that's why they opened it. BY MS. SIMS (CONT.): Q. You can set that aside.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. I do. It's another transcription of recorded phone calls from customers into Windstream. Q. And if you can refer to the second page of Exhibit 38. A. Okay. Q. Line six, can you please read that number? A. 060896163. Q. And what is that number? A. That's the account number for the customer on the transcription of the call below. Q. Okay. And if you can, please, read 17 – the Bates number 1790 to 1792 to yourself. A. Okay. Q. And what issue was this Windstream customer calling in about? MR. KINGSTON: Objection, foundation. MR. LANGSTON: They received a letter from Spectrum as well stating that Windstream was going away, that they were – it was going away, and they were going to lose their	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	on it and that's why they opened it. BY MS. SIMS (CONT.): Q. You can set that aside.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. I do. It's another transcription of recorded phone calls from customers into Windstream. Q. And if you can refer to the second page of Exhibit 38. A. Okay. Q. Line six, can you please read that number? A. 060896163. Q. And what is that number? A. That's the account number for the customer on the transcription of the call below. Q. Okay. And if you can, please, read 17 the Bates number 1790 to 1792 to yourself. A. Okay. Q. And what issue was this Windstream customer calling in about? MR. KINGSTON: Objection, foundation. MR. LANGSTON: They received a letter from Spectrum as well stating that Windstream was going away, that they were it was going away, and they were going to lose their services, and, additionally, they were	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	on it and that's why they opened it. BY MS. SIMS (CONT.): Q. You can set that aside.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. I do. It's another transcription of recorded phone calls from customers into Windstream. Q. And if you can refer to the second page of Exhibit 38. A. Okay. Q. Line six, can you please read that number? A. 060896163. Q. And what is that number? A. That's the account number for the customer on the transcription of the call below. Q. Okay. And if you can, please, read 17 – the Bates number 1790 to 1792 to yourself. A. Okay. Q. And what issue was this Windstream customer calling in about? MR. KINGSTON: Objection, foundation. MR. LANGSTON: They received a letter from Spectrum as well stating that Windstream was going away, that they were – it was going away, and they were going to lose their	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	on it and that's why they opened it. BY MS. SIMS (CONT.): Q. You can set that aside.

Page 174 Page 175 A. Okay. Q. And if you can please read to yourself the pages 1 Q. And what issue was this customer calling in about? 2 that are Bates numbered WIN 1470 to 1471. A. They received a letter in the mail from Spectrum 3 A. Okay. Q. And what issue was this Windstream customer calling saying Windstream customers don't risk losing your TV and 4 Internet service. So once again generated for -- because 5 in about? of the Spectrum letter calling in about their concern 6 MR. KINGSTON: Objection, lack of they're going to lose their service from Windstream. 7 foundation. You can answer. Q. You can set that aside. 8 MR. LANGSTON: This customer received a --(Exhibit 40 was marked.) 9 9 they reference a flyer from Spectrum indicating BY MS. SIMS (CONT.): 10 10 that Windstream was going to be cutting their 11 Q. I'm going to hand to you a document that I'm 11 customers off or going out of business, and the marking as Exhibit 40. The first page of Exhibit 40 customer also indicates that the letter or 12 12 13 bears the Bates number WIN 1443. 13 flyer looks like their bill, and so they were 14 MR. KINGSTON: Thank you. 14 confused by that. BY MS. SIMS (CONT.): 15 MR. LANGSTON: Okay. 15 16 BY MS. SIMS (CONT.): 16 Q. You can set that aside. 17 Q. Mr. Langston, do you recognize this document? 17 (Exhibit 41 was marked.) 18 A. Another transcription of phone calls from customers 18 BY MS. SIMS (CONT.): 19 into Windstream. 19 Q. And I'm going to hand you a document I'm marking as Exhibit 41. Exhibit 41, the first page of it, bears the Q. And if you can please refer to the second page of 20 20 Bates number one -- WIN 1491. 21 Exhibit 40, line four, can you please read that number? 21 A. 062223720. 22 22 Mr. Langston, do you recognize this document? Q. And what is that number? 23 23 A. Yes, it's another recorded or transcription of 24 A. That is the account number for the customers that 24 phone calls from customers into Windstream. 25 called in and the recording below. 25 Q. And if you can please refer to the second page of Page 177 Page 176 Exhibit 41, line 23, can you please read that number? 1 (Exhibit 42 was marked.) A. 062864311. BY MS. SIMS (CONT.): 2 O. And what is that? 3 Q. I'm going to hand you a document we're marking as A. It's the account number of the customer calling in 4 Exhibit 42. Exhibit 42 -- the front page of Exhibit 42 bears the Bates number WIN 1909. for the transcription. Q. And if you can please read the pages bearing the 6 A. Okay. Bates numbers WIN 1509 to 1510 to yourself, please. 7 Q. Mr. Langston, do you recognize Exhibit 42? A. Okay. Through 15 what? 8 A. I do. 9 Q. 1510. O. And what is it? A. 1510. Okay. 10 A. Another transcription of the phone calls of 1.0 11 customers into Windstream. 11 Okav. 12 Q. I'm going to refer you to the second page of 12 Q. And what issue was this Windstream customer calling Exhibit 42, line 10. If you could please read that 13 13 in about? 14 number. 14 MR. KINGSTON: Objection, foundation. 15 A. 162834261. MR. LANGSTON: They received a -- a letter 15 16 And what number is -- what does that number from Spectrum once again stating that 16 17 reflect? 17 Windstream was going through Chapter 11 through 18 It's the account number of the customer's bankruptcy and that their services could be 18 19 conversation that's transcribed below. 19 interrupted. 20 Q. If you can please read the pages that bear the 2.0 And then they proceeded to say that they Bates number WIN 1932 to 1933 to yourself. 21 21 understood they could get a better deal from 2.2 A. Okay. 22 Spectrum and what could Windstream do to help 23 Q. And what issue was this Windstream customer calling 23 with that. 24 in about? 24 BY MS. SIMS (CONT.): 25 MR. KINGSTON: Objection, lack of 25 Q. You can set that aside

	Page 178		Page 179
	1 foundation.	1	Q. And what does that number reflect?
	2 MR. LANGSTON: They're calling in because	2	A. That is the account number for the customer calling
	3 they received a communication from Spectrum	3	in whose conversation is transcribed below.
	4 that indicated Windstream is going through	4	Q. If you could please refer to the page that is Bates
	5 bankruptcy and that they were potentially going	5	numbered WIN 391 to yourself.
	6 to lose their services. The customer went on	6	Sorry. Let me let me correct that.
	7 to state that they didn't think it was	7	Please read the pages bearing the Bates number
	8 appropriate for Spectrum to be doing that or	8	WIN 390 through 391 to yourself.
	9 sending that out or saying those things.	9	A. Okay.
	10 BY MS. SIMS (CONT.):	10	Q. And what issue was this Windstream customer calling
	11 Q. And you can set that aside.	11	in about?
	12 (Exhibit 43 was marked.)	12	MR. KINGSTON: Objection, lack of
	13 BY MS. SIMS (CONT.):	13	foundation.
	Q. I'm going to hand to you a document that I've	14	MR. LANGSTON: This customer called in
	marked as Exhibit 43. On the cover page of exhibit	15	because once again they received a notification
	first page of Exhibit 43 bears the Bates number WIN 381.	16	or a letter from Spectrum, and the customer
	17 Mr. Langston, do you recognize this document?	17	wanted to know if Windstream was staying in
	18 A. I do.	18	business and going to continue to operate.
	19 O. And what is it?	19	They went on to say that they were confused
	20 A. It's another transcription of customer phone calls	20	because the actually, the envelope said
	21 into Windstream.	21	attention Windstream customer. So they thought
	Q. And please refer to the second page of Exhibit 43.	22	it was from Windstream. And then they went on
	23 It bears the Bates number 389. Can you please read the	23	to say that it's actually from Spectrum.
	24 number on line one?	24	MS. SIMS: No further questions at the
	25 A. 001032957.	25	moment. I'll pass the witness.
1	MR. KINGSTON: I think that we may be done	1	Q. Why did you redact the account number out of the
2	with those I'm hoping.	2	screenshot and then plug it in somewhere else?
3	BY MR. KINGSTON:	3	A. The telephone number's been redacted. So that is
4	Q. Can you pull out one of the you can just pick	4	CP&I regulated. The account number is not necessaril
5	one, sir, one of the screenshot exhibits that we were	5	but if you associate the two, then it's a violation.
6	looking at earlier in your examination?	6	Q. I apologize for my confusion. I thought the
7	A. Feel free to forage.	7	account number was redacted out, and I couldn't tell
8	Q. Thanks a lot.	8	which ones they matched up to?
9	A. Well, it was either you or me.	9	A. The account
10	Q. I know. I'm happy to do it.	10	Q. Thank you for that clarification
11	MS. SIMS: Do you want to take a break or	11	A. Yeah, the account is in the top right corner.
12	are you good?	12	Q during the deposition.
L3	MR. KINGSTON: No, no, no, no. I think	13	All right. Can you take a look at Exhibit 34?
14	we're fine.	14	A. Sure.
15	BY MR. KINGSTON (CONT.):	15	Okay.
16	Q. I'm handing you, sir, Exhibit 3, and you see in the	16	Q. Do you recall going over Exhibit 34 with counsel
17	screenshot there is a line that says EL, slash, ACCT,	17	A. Yes.
18	telephone account number.	18	Q. Take a look at page 484 of Exhibit 34.
19 20	A. Oh, where?	19	A. Yes.
20	Q. I think you're looking at it.	20	Q. Do you recall reading into the record the
21	A. Where? Right here?	21 22	correspondence between Cary Taylor, Jeanne Dale and Stacey Manzano?
21	O Vac cir		Marcy Manager
22	Q. Yes, sir.		
	Q. Yes, sir.A. The one that's redacted?Q. It is redacted.	23 24	A. Yes.Q. Do you recall reading into the record issue began

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	249 Pg 49	01 54	
	Page 182		Page 183
1	A. Yes.	1	all restored even though it's right below 41 sites down;
2	Q. And then you read 41 sites down over the weekend;	2	isn't that right?
3	right?	3	A. I don't recall that I did or didn't.
4	A. Yes.	4	Q. And you didn't read all restored just under 50
5	Q. And then you declined to read all restored.	5	additional sites down; isn't that right?
6	MS. SIMS: Objection, argumentative.	6	A. I don't recall that, that I did or didn't.
7	BY MR. KINGSTON (CONT.):	7	Q. Right.
8	Q. Right? Did you read in all restored?	8	A. I may not have. I don't know.
9	A. Yes. I thought I did. I may not have. I don't	9	Q. If you didn't, would it be fair to suggest that you
10	I don't recall.	10	didn't read that on purpose?
11	Q. So if you didn't read in all restored, why did you	11	MS. SIMS: Objection, argumentative. It
12	decline to read in all restored?	12	mischaracterizes his testimony.
13	A. I don't know necessarily that I didn't decline to.	13	MS. GREER: Join in the objection.
14	I just say I don't recall if I did or not.	14	MR. LANGSTON: I don't know that I
15	Q. You may have you may have read it, you may not	15	knowingly did not do it, so I can't say there
16	have. You can't remember?	16	was any intention.
17	A. Right, but this that E-mail is dated Tuesday,	17	BY MR. KINGSTON (CONT.):
18	March 19th. So I don't know exactly when they were	18	Q. Okay. You understand that Charter's service center
19	restored after the weekend.	19	is in Denver, Colorado, or one of them is?
20	Q. You recall reading just moments ago with Miss Sims	20	A. No, I didn't know that, but
21	41 sites down over the weekend, 50 additional sites down	21	Q. Do you have any reason to disbelieve that?
22	Monday, total sites suspended for non-pay 91. Do you	22	A. No.
23	recall reading it just in that fashion, sir?	23	Q. And you understand that Colorado is two hours
24	A. Yes.	24	behind Eastern time?
25	Q. All right. And when you read that, you didn't read	25	A. Yes.
	Page 184		Page 185
1	Q. Mountain time is two hours behind Eastern time?	1	A That would be shot time on that E well would be
	O. Mountain time is two nours bennic Lastern time:	1 1	A. That would be that time on that E-mail would be
2	A. Yes, I understand that.	2	A. That would be that time on that E-mail would be her local time according to her E-mail. So if she was
2			
	A. Yes, I understand that.	2	her local time according to her E-mail. So if she was
3	A. Yes, I understand that.Q. And take a look at the first page of Exhibit 34 if	2	her local time according to her E-mail. So if she was mountain time, that would be three minute after the 4:21
3 4	A. Yes, I understand that.Q. And take a look at the first page of Exhibit 34 if you would.	2 3 4	her local time according to her E-mail. So if she was mountain time, that would be three minute after the 4:21 p.m.
3 4 5	A. Yes, I understand that.Q. And take a look at the first page of Exhibit 34 if you would.A. Okay.	2 3 4 5	her local time according to her E-mail. So if she was mountain time, that would be three minute after the 4:21 p.m. Q. Okay. So the Charter person responds to the
3 4 5 6	 A. Yes, I understand that. Q. And take a look at the first page of Exhibit 34 if you would. A. Okay. Q. Do you see Stacey Manzano from Windstream at 4:21 	2 3 4 5 6	her local time according to her E-mail. So if she was mountain time, that would be three minute after the 4:21 p.m. Q. Okay. So the Charter person responds to the Windstream person three minutes after the E-mail and
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Windstream; isn't that right, sir?	1	Q. Any estimate at all?
A. I believe so, yes.	2	A. No.
Q. And so whatever the response is that would be	3	Q. Who would be able to find that out for us?
something that Windstream would have?	4	A. Paul Strickland.
A. I I'd have to assume.	5	Q. Do you know the average time of a phone call
Q. Okay.	6	handled by one of those 3,000 customer care associates?
May I direct your attention to Exhibit 33?	7	A. I don't know the current average handle time.
Actually, I don't think I need that one. I'm	8	Q. Would that be something Mr. Strickland would know
sorry.	9	as well?
A. Okay.	10	A. Absolutely.
Q. You testified that Windstream had 3,000 customer	11	Q. Mr. Strickland could tell us the average time of a
care associates?	12	phone call, couldn't he?
A. Approximately.	13	A. Yes.
Q. And are those full time or part time?	14	Q. He could tell us how many of those 3,000 customer
A. Both.	15	care associates are part time and how many are full time?
Q. So 3,000, how many full time?	16	A. Yes.
A. I have no idea.	17	Q. Do you have Exhibit 21 in front of you, sir?
We have people on flex time. We have people, you	18	A. I'm sure I do.
know, based upon working mothers, different times of day,	19	Fish it out of the pile.
you know, whatever, so I don't know how many.	20	Q. It looks like this without the chicken scratch on
Q. So 3,000, some part time, some full time?	21	it.
A. Yes.	22	A. Is that a technical term?
Q. Do you know how many calls per day those 3,000	23	Q. Yeah.
customer care associates field?	24	A. 21. Okay.
A. No, I don't.	25	Yes.
		Page 189
	1	MS. SIMS: Take a quick break. Let's just
-		confirm.
,		MR. LANGSTON: Okay.
		MS. SIMS: Let's confirm there's actually
		two 27s.
5 5		MR. LANGSTON: I've got a 27 and then I
•		skip to a 29. No, there's 28.
		MS. SIMS: Oh, 28. Yeah. I think it's
		let me see.
A. No.	10	MR. LANGSTON: So I go 27, 28.
	11	MS. SIMS: 27.
-	12	MR. LANGSTON: 26 I've got as this.
-	13	MS. SIMS: 28, 29.
corner?	14	MR. LANGSTON: Voluminous.
	15	MS. SIMS: Which which exhibit are you
	16	referring to?
	17	MR. KINGSTON: This one.
27.	18	MS. SIMS: That looks like it's 29.
MS. SIMS: Oh-oh. We have a double 27.	19	MR. LANGSTON: 29.
	20	MR. KINGSTON: Oh, perfect. Even better.
MR. KINGSTON: You want me to do that	21	You want to take another run at that?
right now?	22	MS. SIMS: Yeah, absolute. Yeah.
MS. SIMS: Hold on. Let's just confirm.	23	MR. LANGSTON: I'll give it a go.
Can we take a second?	24	MS. SIMS: You can go back on.
	A. I believe so, yes. Q. And so whatever the response is that would be something that Windstream would have? A. I – I'd have to assume. Q. Okay. May I direct your attention to Exhibit 33? Actually, I don't think I need that one. I'm sorry. A. Okay. Q. You testified that Windstream had 3,000 customer care associates? A. Approximately. Q. And are those full time or part time? A. Both. Q. So 3,000, how many full time? A. I have no idea. We have people on flex time. We have people, you know, based upon working mothers, different times of day, you know, whatever, so I don't know how many. Q. So 3,000, some part time, some full time? A. Yes. Q. Do you know how many calls per day those 3,000 customer care associates field? A. No, I don't. Page 188 Q. You see there that there were 215 calls handled by some of those 3,000 customer care associates? A. Yes. Q. And can you tell which among those 215 calls involved realtime coaching via instant messaging? A. No, you can't tell that from this. Q. And can you tell which of those 215 calls involved realtime coaching with somebody sort of standing over their shoulder as you described to me earlier today? A. No. Q. Take a look at Exhibit 27 if you would, sir. A. Okay. Q. You see on page WIN 75 in the bottom right-hand corner? A. Did you say Exhibit 27? MS. SIMS: 27? Maybe we have a double 27. MR. PRITSCH: I think you've got double 27. MR. PRITSCH: I think you've got double 27. We may have to mark a 27A/B. MR. KINGSTON: You want me to do that	A. I believe so, yes. Q. And so whatever the response is that would be something that Windstream would have? A. I – I'd have to assume. Q. Okay. May I direct your attention to Exhibit 33? Actually, I don't think I need that one. I'm sorry. A. Okay. Q. You testified that Windstream had 3,000 customer care associates? A. Approximately. Q. And are those full time or part time? A. Both. Q. So 3,000, how many full time? A. I have no idea. We have people on flex time. We have people, you know, based upon working mothers, different times of day, you know, whatever, so I don't know how many. Q. So 3,000, some part time, some full time? A. Yes. Q. Do you know how many calls per day those 3,000 customer care associates field? A. No, I don't. Page 188 Q. You see there that there were 215 calls handled by some of those 3,000 customer care associates? A. Yes. Q. And can you tell which among those 215 calls involved realtime coaching via instant messaging? A. No, you can't tell that from this. Q. And can you tell which of those 215 calls involved realtime coaching with somebody sort of standing over their shoulder as you described to me earlier today? A. No. Q. Take a look at Exhibit 27 if you would, sir. A. Okay. Q. You see on page WIN 75 in the bottom right-hand corner? A. Did you say Exhibit 27? MS. SIMS: 27? Maybe we have a double 27. MR. PRITSCH: I think you've got double 27. MS. SIMS: Oh-oh. We have a double 27. We may have to mark a 27A/B. MR. KINGSTON: You want me to do that

48 (Pages 186 to 189)

	Page 190		Page 191
	1 I just keep talking to myself.	1	A. Yes.
	2 MS. SIMS: That was a fake off the record.	2	Q. And do you see that there's this is
	3 MR. LANGSTON: Okay. What document do you	3	Exhibit 29 is a reproduction of a Web site or looks to
	4 want to look at?	4	be?
	5 BY MR. KINGSTON (CONT.):	5	A. On where? Where are you talking? At the bottom?
	6 Q. Let's take a look at Exhibit 29, sir. Can we do	6	Q. The entirety of Exhibit 29 looks to be a
	7 that?	7	reproduction of some sort of a Web site where information
	8 A. Sure.	8	is on some sort of a Web site?
	9 Q. I direct your attention to page WIN 75.	9	
	10 A. Okay.		A. Most likely, yeah. It would be an internal support
	11 Q. You see a reference to Windstream customer	10	site.
		11	Q. I infer from the fact that cover letter and notice
	12 notifications?	12	of bankruptcy are bolded that those are probably
	13 A. Yes.	13	hyperlinks that one could click on and actually get the
	14 Q. I see that communication was sent out beginning	14	document itself?
	15 March 15th of 2019; is that right?	15	A. I would I would surmise that, yes.
	16 A. That is correct.	16	MR. KINGSTON: All right. I don't think
	17 Q. And so Windstream notified its customers of that	17	we received a copy of the cover letter and
	18 it was going into bankruptcy on March 15th of 2019?	18	or the notice of bankruptcy, counsel, and I
	19 A. Yes.	19	would like one or I guess I would like one of
	Q. And I see that customers should have received these	20	each.
	21 notifications the week of March 18 and March 25th?	21	MS. SIMS: I believe we can do that.
	22 A. Yes.	22	MR. KINGSTON: Thank you.
	 Q. So Windstream customers would have received a 	23	MS. SIMS: And sorry. Just for the
	24 notice of bankruptcy the week of March March 18th and	24	record, I think you said Exhibit 29 again, but
	25 March 25th; isn't that right?	25	you're referring to Exhibit 27; right?
	Page 192		Page 193
1	MR. KINGSTON: No, I think I'm referring	1	MR. KINGSTON: Oh, no, single sided, but
2	to Exhibit 29 this time.	2	it was black and white.
3	MS. SIMS: Okay.	3	MR. LANGSTON: Right here. Exhibit 25.
4	MR. LANGSTON: This is 29.	4	BY MR. KINGSTON (CONT.):
5	MR. KINGSTON: Yes.	5	Q. All right. Sir, can I direct you're attention to
6	MS. SIMS: Okay. It's Exhibit 27. I have	6	Exhibit 25?
7	it written down wrong.	7	A. Okay.
8	MR. KINGSTON: I think that I cribbed off	8	Q. I see the second page, 1772.
	of you and that's why I got the exhibit number	9	A. Yes.
9	, , , , , , , , , , , , , , , , , , , ,	1	
		10	Q. It looks like the customer, what was that, call in
10	wrong.	10 11	Q. It looks like the customer, what was that, call in to report AT&T and Spectrum false advertising?
10 11	wrong. MS. SIMS: My apologies.		
10 11 12	wrong. MS. SIMS: My apologies. MR. KINGSTON: That's all right. All	11	to report AT&T and Spectrum false advertising? A. It reads that way, yes.
10 11 12 13	wrong. MS. SIMS: My apologies. MR. KINGSTON: That's all right. All right.	11 12	to report AT&T and Spectrum false advertising?
10 11 12 13	wrong. MS. SIMS: My apologies. MR. KINGSTON: That's all right. All right. MR. LANGSTON: Where do you want to go	11 12 13	to report AT&T and Spectrum false advertising? A. It reads that way, yes. Q. And then is there a reference to Spectrum on page 1773?
10 11 12 13 14	wrong. MS. SIMS: My apologies. MR. KINGSTON: That's all right. All right. MR. LANGSTON: Where do you want to go now?	11 12 13 14 15	to report AT&T and Spectrum false advertising? A. It reads that way, yes. Q. And then is there a reference to Spectrum on page 1773? A. No, there is not.
10 11 12 13 14 15	wrong. MS. SIMS: My apologies. MR. KINGSTON: That's all right. All right. MR. LANGSTON: Where do you want to go now? BY MR. KINGSTON (CONT.):	11 12 13 14 15 16	to report AT&T and Spectrum false advertising? A. It reads that way, yes. Q. And then is there a reference to Spectrum on page 1773? A. No, there is not. Q. But this is one where knowing as we do now that the
10 11 12 13 14 15 16	wrong. MS. SIMS: My apologies. MR. KINGSTON: That's all right. All right. MR. LANGSTON: Where do you want to go now? BY MR. KINGSTON (CONT.): Q. Dog gone it. I'm going to ask, which one is this?	11 12 13 14 15 16 17	to report AT&T and Spectrum false advertising? A. It reads that way, yes. Q. And then is there a reference to Spectrum on page 1773? A. No, there is not. Q. But this is one where knowing as we do now that the account number is in that upper right-hand corner, is
10 11 12 13 14 15 16 17	wrong. MS. SIMS: My apologies. MR. KINGSTON: That's all right. All right. MR. LANGSTON: Where do you want to go now? BY MR. KINGSTON (CONT.): Q. Dog gone it. I'm going to ask, which one is this? A. Oh, my.	11 12 13 14 15 16 17	to report AT&T and Spectrum false advertising? A. It reads that way, yes. Q. And then is there a reference to Spectrum on page 1773? A. No, there is not. Q. But this is one where knowing as we do now that the account number is in that upper right-hand corner, is that the transcript might reflect a reference to
10 11 12 13 14 15 16 17 18	wrong. MS. SIMS: My apologies. MR. KINGSTON: That's all right. All right. MR. LANGSTON: Where do you want to go now? BY MR. KINGSTON (CONT.): Q. Dog gone it. I'm going to ask, which one is this? A. Oh, my. Q. This was the one bearing the Bates label 1771 in	11 12 13 14 15 16 17 18	to report AT&T and Spectrum false advertising? A. It reads that way, yes. Q. And then is there a reference to Spectrum on page 1773? A. No, there is not. Q. But this is one where knowing as we do now that the account number is in that upper right-hand corner, is that the transcript might reflect a reference to Spectrum?
10 11 12 13 14 15 16 17 18	wrong. MS. SIMS: My apologies. MR. KINGSTON: That's all right. All right. MR. LANGSTON: Where do you want to go now? BY MR. KINGSTON (CONT.): Q. Dog gone it. I'm going to ask, which one is this? A. Oh, my. Q. This was the one bearing the Bates label 1771 in the bottom right-hand corner.	11 12 13 14 15 16 17 18 19 20	to report AT&T and Spectrum false advertising? A. It reads that way, yes. Q. And then is there a reference to Spectrum on page 1773? A. No, there is not. Q. But this is one where knowing as we do now that the account number is in that upper right-hand corner, is that the transcript might reflect a reference to Spectrum? A. Yes.
10 11 12 13 14 15 16 17 18 19 20	wrong. MS. SIMS: My apologies. MR. KINGSTON: That's all right. All right. MR. LANGSTON: Where do you want to go now? BY MR. KINGSTON (CONT.): Q. Dog gone it. I'm going to ask, which one is this? A. Oh, my. Q. This was the one bearing the Bates label 1771 in the bottom right-hand corner. A. Is this in the ones that you provided or the	11 12 13 14 15 16 17 18 19 20 21	to report AT&T and Spectrum false advertising? A. It reads that way, yes. Q. And then is there a reference to Spectrum on page 1773? A. No, there is not. Q. But this is one where knowing as we do now that the account number is in that upper right-hand corner, is that the transcript might reflect a reference to Spectrum? A. Yes. Q. Okay.
10 11 12 13 14 15 16 17 18 19 20 21	wrong. MS. SIMS: My apologies. MR. KINGSTON: That's all right. All right. MR. LANGSTON: Where do you want to go now? BY MR. KINGSTON (CONT.): Q. Dog gone it. I'm going to ask, which one is this? A. Oh, my. Q. This was the one bearing the Bates label 1771 in the bottom right-hand corner. A. Is this in the ones that you provided or the ones	11 12 13 14 15 16 17 18 19 20 21	to report AT&T and Spectrum false advertising? A. It reads that way, yes. Q. And then is there a reference to Spectrum on page 1773? A. No, there is not. Q. But this is one where knowing as we do now that the account number is in that upper right-hand corner, is that the transcript might reflect a reference to Spectrum? A. Yes. Q. Okay. A. I do have a clarification for you from earlier.
10 11 12 13 14 15 16 17 18 19 20 21 22 23	wrong. MS. SIMS: My apologies. MR. KINGSTON: That's all right. All right. MR. LANGSTON: Where do you want to go now? BY MR. KINGSTON (CONT.): Q. Dog gone it. I'm going to ask, which one is this? A. Oh, my. Q. This was the one bearing the Bates label 1771 in the bottom right-hand corner. A. Is this in the ones that you provided or the ones Q. I think it was a black and white, and it was double	11 12 13 14 15 16 17 18 19 20 21 22 23	to report AT&T and Spectrum false advertising? A. It reads that way, yes. Q. And then is there a reference to Spectrum on page 1773? A. No, there is not. Q. But this is one where knowing as we do now that the account number is in that upper right-hand corner, is that the transcript might reflect a reference to Spectrum? A. Yes. Q. Okay. A. I do have a clarification for you from earlier. Q. Sure.
10 11 12 13 14 15 16 17 18 19 20 21	wrong. MS. SIMS: My apologies. MR. KINGSTON: That's all right. All right. MR. LANGSTON: Where do you want to go now? BY MR. KINGSTON (CONT.): Q. Dog gone it. I'm going to ask, which one is this? A. Oh, my. Q. This was the one bearing the Bates label 1771 in the bottom right-hand corner. A. Is this in the ones that you provided or the ones	11 12 13 14 15 16 17 18 19 20 21	to report AT&T and Spectrum false advertising? A. It reads that way, yes. Q. And then is there a reference to Spectrum on page 1773? A. No, there is not. Q. But this is one where knowing as we do now that the account number is in that upper right-hand corner, is that the transcript might reflect a reference to Spectrum? A. Yes. Q. Okay. A. I do have a clarification for you from earlier.

49 (Pages 190 to 193)

Page 194

- 1 when they -- it's a system stamp about what the source of
- 2 the data is. So when they -- when they type in -- into
- 3 this WindCare platform, the care platform that you're
- 4 seeing the screenshot of --
- 5 Q. Okay.
- 6 A. -- it gets cross-referenced from CAMP. So it's
- 7 just a system stamp. It doesn't mean anything about the
- 8 call.
- 9 Q. Thank you. A lot of people got very excited about
- 10 CAMP every time they got off the call, but --
- 11 A. Yeah, I know, and what is the exclamation points on
- 12
- 13 Q. Exhibit 20.
- 14 A. Okay.
- 15 Q. I don't see a reference to a door hanger in the
- 16 text of Exhibit 20 on page WIN 70. Can you direct me to
- 17
- A. It doesn't speak towards the door hanger. It talks 18
- 19 about the Spectrum sales individual knocking on their
- 20
- 21 Q. Okay. So if earlier you had testified that there
- 2.2 was a reference to a door hanger in this portion of the
- 23 transcript, that testimony would have been incorrect?
- 24 That would be incorrect.
- 2.5 And does the -- does the voice mail message from

Page 195

- 1 the customer indicate that the letter about Windstream
- 2 saying they're in bankruptcy came from Windstream or
- 3 Charter or AT&T or somebody else?
- 4 A. It says I got those letters about Windstream saying
- 5 they're in bankruptcy. Well, today the Spectrum guy
- 6 comes knocking on the door to tell me in two months I
- 7 won't have any -- I won't have no service.
- 8 Q. So the person as I read to say, what I was calling
 - about, I got those letters about Windstream saying
- 10 they're in bankruptcy. Have I read that correctly?
- 11

9

17

1

- 12 Q. And can you tell from that sentence whether those
- 13 letters about Windstream saying they're in bankruptcy
- 14 came from Windstream, Charter or AT&T?
- 15 A. You can't tell who they came from.
- 16 Okay.
 - Does Windstream ever utilize direct mail without
- 18 the Windstream name on the outside of the envelope?
- 19 A. I don't know.
- 20 Is that something that Windstream might do?
- 21 I don't know that they would do. I don't think so.
- 2.2 Q. You don't believe that Windstream ever uses direct
- 23 mail without Windstream's name on the outside envelope?
- 24 A. I don't believe so, but I don't -- like I said,
- 25 I'll go back to my original answer. I don't know.

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- Q. What about Windstream's logo? Does Windstream ever
- use direct mail without its logo on the outside envelope?
- I don't know.
- Q. How did Windstream go about identifying -- let me
- back up, sir.
- Windstream records all of its calls with customers
- on the customer service lines?
- 8 A. I don't know that it's a hundred percent, but it's
- 9 an extensive amount of our calls recorded. I mean, we
- 10 try to do a lot of them through there because at times
- there might be a customer inquiry back on one of those 11
- 12 calls, and we have to look at the call report and
- 13 potentially provide our representative coaching.
- 14 Q. So how did Windstream -- how did Windstream go
- 15 about identifying the Spectrum related calls that are
- 16 referenced in Exhibit 21?
- 17 A. So two different -- two different ways of doing it.
- 18 One, we went back through the call notes associated with
- 19 the customers, ran data analysis against the system to
- 2.0 see who called in about Spectrum. Secondly, we actually
- 21 manually went through recordings for customers as well to
- 22 discern which ones were referencing Spectrum. So we
- 23 could do a search on the data within the call recordings
- 24
- Q. So you could search by key words. You searched for 25

- Page 197
- Spectrum or bankruptcy? 2 A. I believe that's the technique that they use.
- 3 That's what I was indicated.
- 4 Q. Somebody didn't sit and listen to gajillions of
- 5 hours of telephone calls?
- 6 A. No. No. You couldn't. No.
- 7 Q. But so -- and we can -- we can infer, can't we,
- 8 sir, that the call notes wouldn't have been the only way
- 9 to identify customer calls related to Spectrum because we
- 10 went through a bunch of customer calls that didn't say
- 11 anything about Spectrum, and then we went through the
- 12 transcripts and they said stuff about Spectrum; right?
- A. Right. 13
- 14 Q. So --
- 15 A. But we don't know -- are you talking referencing
- 16 the screenshots --
- 17 Q. Yes, sir.

19

24

- 18 A. -- as exhibits?
 - So those screenshots are just shorthand
- 20 transcription. It doesn't necessarily mean that it's
- 21 fully inclusive of the conversation.
- 2.2 Q. No, I --
- 23 A. You'd have to look at the recording to understand
 - that.
- 25 Q. I think your lawyer demonstrated that point.

50 (Pages 194 to 197)

	249 Pg 53	of 5	4
	Page 198		Page 199
1	A. Okay.	1	confirm that all the numbers are correct in
2	Q. So my question was just as far as identifying those	2	here just to be sure.
3	portions of the transcript	3	MR. KINGSTON: That's fine.
4	A. Oh, gotcha.	4	MR. LANGSTON: I'm not touching the pile.
5	Q we wouldn't have been able to identify them from	5	MR. SIMS: We're going off the record.
6	this the call notes because some of them didn't say	6	The time is approximately 3:54 p.m.
7	Spectrum; right?	7	(The deposition recessed at 3:54 p.m. and
8	A. No, I mean, you'd have to go back you'd have to	8	reconvened at 3:59 p.m.)
9	go back and look at the recording and see that it says	9	MR. SIMS: We are back on the record. The
10	Spectrum and then go back and look at the account notes.	10	time is approximately 3:59 p.m.
11	Q. So it's searchable. In some fashion, it's	11	MS. SIMS: I'm just going to go back on
12	searchable?	12	the record to clarify a couple of exhibit
13	A. In some form or fashion, it's searchable.	13	numbers to the extent there was an inadvertent
14	Q. Okay.	14	misreference to the exhibit numbers.
15	A. You're not going to sit down and comb through a	15	Exhibit 27 bears the Bates numbers WIN 54
16	hundred thousand calls.	16	through 55, and it is it was Exhibit 9 to
17	Q. Nobody sat the way this was produced wasn't by	17	Mr. Langston's declaration. It's the customer
18	just listening. It was by doing some form of a search?	18	tweet.
19	A. Right.	19	Exhibit 28 bears the Bates numbers WIN 77
20	Q. Okay.	20	through WIN 84 and that was the document
21	MR. KINGSTON: I think I pass the witness.	21	consisting of the corrective advertisements.
22	I know I pass the witness.	22	And Exhibit Number 29 bears the Bates
23	MS. SIMS: Okay. I don't believe I have	23	numbers WIN 74 through 76 and that document
24	any questions.	24	consisted of a call script.
25	I do want to take a short break just to	25	And with that, I believe both parties are
	Page 200		Page 201
1	done.	1	CERTIFICATE
2	MR. KINGSTON: Yes, ma'am.	2	STATE OF ARKANSAS* * ss
3	MS. SIMS: You can go off the record.	3 4	COUNTY OF GARLAND* I, GAROLD W. PRITSCH, Certified Court Reporter, a
4	MR. SIMS: Okay. This concludes the	5	Notary Public in and for the aforesaid county and state,
5	deposition. We're going off the record. The		do hereby certify that the witness, LEWIS LANGSTON, was duly sworn by me prior to the taking of testimony as to
6	time is approximately 4 p.m.	6	the truth of the matters attested to and contained therein; that the testimony of said witness was taken by
7	(The taking of the above-styled deposition	7	me in machine shorthand notes and was thereafter reduced to typewritten form by me or under my direction and
8	concluded at 4:00 p.m.)	8	supervision; that the foregoing transcript is a true and
9		9	accurate record of the testimony given to the best of my understanding and ability.
10		10	In accordance with Rule 30(e) of the Rules of Civil Procedure, review of the transcript was requested by the
11		11 12	deponent or a party thereto. I FURTHER CERTIFY that I am neither counsel for,
12			related to, nor employed by any of the parties to the
13		13	action in which this proceeding was taken; and, further, that I am not a relative or employee of any attorney or
14		14	counsel employed by the parties hereto, nor financially interested, or otherwise, in the outcome of this action;
15		15	and that I have no contract with the parties, attorneys, or persons with an interest in the action that affects or
16		16	has a substantial tendency to affect impartiality, that
17		17	requires me to relinquish control of an original deposition transcript or copies of the transcript before
18		18	it is certified and delivered to the custodial attorney, or that requires me to provide any service not made
19			available to all parties to the action.
20		19	GIVEN UNDER MY HAND and SEAL OF OFFICE on this
21		20 21	3rd day of May, 2019.
22			Consid W. Dukosh, CCD, I.C.N., 220, Newson
23		22	Garold W. Pritsch, CCR, LS No. 329, Notary Public in and for Garland County, Arkansas
24		23	My Commission expires February 27, 2020.
25		24 25	

51 (Pages 198 to 201)

			249		04	
				ge 202		Page 203
PAGE	E# LINE#	HEET OF LEWIS ERROR CO	LANGSTON PRRECTION & REASON		WITNESS SIGNATURE PA	.GE
			<u> </u>	.	I, LEWIS LANGSTON, the witness	, hereby certify that
	_		<u> </u>		I have thoroughly read the transcript of	my deposition
	_	<u> </u>	<u> </u>	. !	taken on the 1st day of May, 2019, and	
	_			. '	necessary changes or corrections to make	-
	_		<u> </u>	.	true and accurate accounting of my testi that day.	mony given on
	_		<u> </u>		that day.	
	_			. 10		
	_ 		<u> </u>	. 1:	Signature	
	_			. 1:	Date	
	_		<u> </u>	. 1:	Date	
	_	 	<u> </u>		************	***
				1.		
					STATE OF *	
				1!	* ss. COUNTY OF *	
	_ 			10	COUNTY OF*	
<u> </u>				1'	SUBSCRIBED AND SWORN TO	before me, a Notary Public
			! 	1:	in and for County	· · · · · · · · · · · · · · · · · · ·
	_		l <u> </u>	1:	Given under my hand and seal of office	on this day
$\overline{}$			l <u> </u>	20	of, 2019.	
$\overline{}$. 2:		
			<u> </u>	. 2:		
		<u> </u>		2.	My commission expires	·
			<u> </u>	2!		
fore corn take	I, GAROI porter in the egoing page rect copy of en on May I declare the State of rect. Dated this Garoid W Public in a	LD W. PRITSC e State of Arkan es 1 through 20 f the original de 1st, 2019. Inder penalty of Arkansas that the 3rd day of Ma Pritsch, CCR, and for Garlance	Delection of the second	fied Court d .ANGSTON		

52 (Pages 202 to 204)

Debtor
Defendants

19-08246-rdd Doc 343-30 Filed 05/13/21 Entered 05/13/21 18:51:01 Item No. 250 Pg 2 of 38

Page 1	Page 2
IN THE UNITED STATES BANKRUPTCY COURT	1
FOR THE SOUTHERN DISTRICT OF NEW YORK	2
	3
In re:	4
WINDSTREAM HOLDINGS, INC., et al.,	5
Debtors. Chapter 11	6
Case No. 19-22312(RDD)	7
WINDSTREAM HOLDINGS, INC., et al.,	8
Plaintiffs,	9
vs.	10
CHARTER COMMUNICATIONS, INC. and	11
CHARTER COMMUNICATIONS OPERATING, LLC,	12 May 1, 2019
Defendants.	13 11:59 a.m.
X	14
** CONFIDENTIAL - ATTORNEYS' EYES ONLY **	DEPOSITION of KELLY ATKINSON, taken by the
DDD0077001070070707070707070707070707070	16 Plaintiff, held at Wiggin and Dana, Two Tresser
DEPOSITION OF KELLY ATKINSON	17 Boulevard, Two Stamford Plaza, Stamford,
Stamford, Connecticut	18 Connecticut, before Angela M. Shaw-Crockett, a
Wednesday, May 1, 2019	19 Certified Court Reporter, Certified Shorthand
	20 Reporter, Registered Merit Reporter and Notary
	21 Public of the States of New York, New Jersey and
DEDORTED. Asserts M. Chang County of CCD, DMD, CCD	22 Connecticut.
REPORTER: Angela M. Shaw-Crockett, CCR, RMR, CSR	23
License No. SHR.0000519	24
	25
Page 3	Page 4
APPEARANCES:	1 INDEX EXAMINATION BY PAGE
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Attorneys for The Plaintiff 2029 Century Park East	MR. LARSEN 7
Suite 2600	3 4 CONFIDENTIAL EXHIBITS
Los Angeles, California 90067-3012	5 ATTORNEYS' EYES ONLY
BY: RYAN J. LARSEN, ESQ. ryan.larsen@kattenlaw.com	6 POD ID DESCRIPTION DAGE
ryannarson e katomaw.com	FOR ID DESCRIPTION PAGE
THOMPSON COBURN LLP	8 Exhibit 1 Notice 29
Attorneys for The Defendant	9 Exhibit 2 Document Bates Charter_000540 through 39
One US Bank Plaza St. Louis, Missouri 63101	Charter_000543
BY: MICHAEL L. NEPPLE, ESQ.	11 Exhibit 3 Email Bates-stamped Charter 626 to 627 45
BRIAN HOCKETT, ESQ. mnepple@thompsoncoburn.com	Exhibit 4 Email Bates-stamped Charter 652 through 654 52
bhockett@thompsoncoburn.com	13 Exhibit 5 Email thread, Bates-stamped Charter 677 55
	through 678
MORRISON & FOERSTER	15 Exhibit 6 Email string, Bates-stamped Charter 682 64
Attorneys for The Committee of Unsecured Creditors	through 685
125 Broad Street	16 17 Exhibit 7 Email exchange Bates-stamped Charter 936 69
New York, New York 10004	through 941
BY: STEVE RAPPOPORT, ESQ.	18
ALSO PRESENT: Kristin Zarnetske, The Videographer	19 Exhibit 8 Working document between the team and RAPP 80
** ** **	20 Exhibit 9 Email Bates-stamped Charter 964 81 21 Exhibit 10 Email string Bates-stamped Charter 1002 82
	22 Exhibit 11 Email string Bates-stamped Charter 1005 83
	23 Exhibit 12 Document Bates-stamped Charter 965 86
	24 Exhibit 13 Email string Bates-stamped Charter 1217 91
	through 1220

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1 CONFIDENTIAL EXHIBITS (CONT'D)		1	THE VIDEOGRAPHER: Good morning. We are
2 ATTORNEYS' EYES ONLY		2	now going on the record at 9:04 a.m. on May 1,
3		3	2019.
FOR ID DESCRIPTION PAGE		4	Please note that the microphones are
4		5	sensitive and may pick up whispers and private
5 Exhibit 14 Email Bates-stamped Charter 9885 94 6 Exhibit 15 Email Bates-stamped Charter 1421 97		6	conversations and cellular interference.
7 Exhibit 16 Document Bates-stamped Charter 1422, 1423	99	7	Please turn off all cell phones or place them
8 Exhibit 17 Email Bates-stamped Charter 6088 102		8	
9 Exhibit 18 Email string Bates-stamped Charter 9899 10)4	9	away from the microphones as they can interfere
through 9904	.		with the deposition audio. Audio and video
10		10	recording will continue to take place unless
11 Exhibit 19 Some documents Bates-stamped WIN 56 through 61		11	all parties agree to go off the record.
12		12	This is Media Unit No. 1 of the videotaped
13 Exhibit 20 Email string Bates-stamped Charter 6254 11	14	13	deposition of Kelly Atkinson taken by plaintiff
to 6255		14	in the matter of Windstream Holdings, Inc., et
14		15	al., debtors, and Windstream Holdings, Inc., et
15 Exhibit 21 Email string Bates-stamped Charter 6319 11		16	al., plaintiffs, versus Charter Communications,
to 6325		17	Inc., Charter Communications Operating, LLC,
16 17 Exhibit 22 Email Bates-stamped Charter 8116 118		18	defendants, Case No. 19-22312(RDD) in the
18 Exhibit 23 Email Bates-stamped Charter 8773 123		19	United States Bankruptcy Court for the Southern
19		20	District of New York.
20	2	21	This deposition is being held at the firm
21	2	22	of Wiggin and Dana at 281 Tresser Boulevard,
22	2	23	Stamford, Connecticut. My name is Kristin
23 24		24	Zarnetske. I'm the videographer, representing
25	2	25	Veritext. The court reporter, also in
Page	7		Page 8
1 association with Veritext, is Angie Shaw.		1	I'm sure you've had the opportunity to discuss the
2 Will counsel present please introduce		2	procedures today with your attorneys, but I want to
3 themselves for the record.		3	take just a few minutes to go over the procedures to
4 MR. LARSEN: Good morning. Ryan Larsen	on		make sure we're all on the same page. Okay?
5 behalf of Windstream.		5	Point No. 1, you just nodded your head at
6 MR. NEPPLE: Michael Nepple from Thompso	on	6	me. If you could do your best to give audible
7 Coburn on behalf of Charter.			responses like yeses or noes, because
8 MR. HOCKETT: Brian Hockett of Thompson	1	8	A. Yes.
9 Coburn on behalf of Charter.		9	Q the court reporter is taking down the
10 MR. RAPPOPORT: Steve Rappoport, Morriso	son :		transcript and sometimes a nod or a shake can be
11 & Foerster, on behalf of the committee of			misunderstood later.
12 unsecured creditors.		12	Do you understand?
13 THE VIDEOGRAPHER: Thank you. Would		13	A. I do.
14 court reporter please swear in the witness.		14	Q. Okay. I'd like to remind you or tell you
15 KELLY ATKINSON,			that that oath you took is the same oath that you
16 called as a witness, having first been			would take if you were testifying in court.
		17	Do you understand that?
17 duly sworn, was examined and testified as		18	A. Yes, I do.
18 follows:		10 19	
19 EXAMINATION			Q. Okay. So the same penalty for perjury
20 BY MR. LARSEN:			would attach in the informal setting of this
Q. Ms. Atkinson, good morning.			courtroom as in this conference room as we would
22 A. Good morning.			have in a courtroom.
Q. My name is Ryan Larsen. I'm one of the		23	Do you understand?
24 attorneys for Windstream in this matter.		24	A. Yes, I do.
25 Before we get started on the substance,	:	25	Q. Okay. So the parties to this matter can
1			

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Page 9 Page 10 1 use this testimony at the trial in this matter or 1 best to make sure you're completely done with your any other subsequent proceeding in this matter. 2 2 answer before I jump in with the next question. And 3 3 Do you understand that? if I make a mistake, I apologize. I will stop. I 4 4 A. Yes, I do. want to make sure you get all of your answer in 5 5 before we go to the next question. Q. How this is going to work today is I'm 6 going to be asking questions, you're going to be 6 Do you understand? 7 7 answering, the court reporter here is going to be 8 8 taking down everything everybody says. MR. NEPPLE: And just before we begin, we 9 Do you understand? 9 had a conversation off the record that we're 10 10 A. Yes. designating the entire transcript and all 11 Q. Okay. And for that reason, in addition to 11 exhibits as attorneys' eyes only for purposes 12 giving verbal answers, it's important that we don't 12 of this deposition. Parties will discuss, down 13 13 talk over one another. the road, de-designating or forwarding 14 Do you understand? 14 designation. But right now, since the committee is in the room, a designation for 15 A. Yes. 15 16 16 Q. So -- and it's a little difficult, because all -- the transcript and all exhibits. 17 that's not how people talk in real life. Usually if 17 BY MR. LARSEN: 18 I'm asking the question, you can see where I'm going 18 Q. So when we're done today, you're going to 19 19 be given a booklet to review that has everything and you'd jump in with a yes or no. I'm going to 20 caution you to try not to do that today, just 20 that was stated on the record today. 21 21 because it's difficult for the court reporter to A. Okay. 22 take down two people talking at one time. 22 Q. Okay? 23 Do you understand? 23 And you will have the right to review it 24 A. Yes. 24 and make any changes if necessary. 25 25 Q. Okay. Likewise, I'm going to do my very Do you understand? Page 11 Page 12 1 A. Yes. 1 rephrase the question or repeat it. I want to make 2 2 sure you understand all the questions today. Q. I just want to caution you, though. If 3 you make any substantive changes, you know, turning 3 Do you understand? 4 4 a "yes" into a "no" or changing the substance of A. Yes. 5 5 your answer, myself or any of the other attorneys in Q. Okay. This is not a test of endurance 6 this matter have the right to comment on that change 6 today. We will be taking, you know, many breaks. 7 at trial or any other proceeding. 7 Probably every hour or so, we'll step out for five 8 8 Do you understand? minutes. But if you need a break before then, go to 9 A. Yes. 9 the bathroom, grab a drink of water, anything, just 10 Q. Okay. So, for that reason, it's important 10 let me know and we'll take a break. Okay? 11 to do your best to give your best testimony today. 11 A. Okay. Thank you. 12 Do you understand? 12 Q. So sometimes it's difficult to remember 13 13 A. Yes. exactly what happened in a matter, especially -- I 14 14 Q. Your attorneys and -- have the right to may be asking you about conversations that occurred 15 make objections to certain questions today. So if I 15 weeks or months ago. I want to caution you. I 16 ask a question and they think it's improper for some 16 don't want you to guess. I don't want you to guess 17 reason, they have the right to jump in for an 17 what you think may have happened. Rather I just 18 18 want the best of your recollection, the best that objection. However, unless they specifically 19 instruct you not to answer, you still have to answer 19 you remember. 20 20 Do you understand the difference? the question, even though there's an objection 21 21 pending. 22 22 Do you understand? Q. Okay. And just a dumb example that people 23 A. Yes. 23 like to give is if I ask you how long this table is, 24 Q. Okay. If you do not hear me or if I'm not 24 you could look at it and guess it's maybe 20 feet or 25 speaking clearly, which is likely, please ask me to 25 something like that. But if I asked you how long

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	Page 13		Page 14
1	the conference table in my office is, that would	1	produced in this case?
2	just be a pure guess, because I assume you haven't	2	A. Yes.
3	been to my office. Right?	3	Q. Have you reviewed any documents that have
4	A. Yes.	4	not been produced in this case?
5	Q. Okay. So that's the distinction.	5	A. No.
6	Do you have any questions about the	6	Q. Have you spoken to anybody to help prepare
7	procedure before we get started today?	7	you for the deposition today?
8	A. No.	8	A. My attorneys.
9	Q. Okay. Have you ever been deposed before	9	Q. Have you spoken to anybody other than your
10	today?	10	attorneys to help prepare you for the deposition
11	A. No.	11	today?
12	Q. Have you ever testified under oath in any	12	A. No.
13	other kind of proceeding before today?	13	Q. When did you speak I'm not going to ask
14	A. No.	14	you about the substance of what you spoke to your
15	Q. Have you taken any medications or anything	15	attorneys with.
16	that might affect your ability to recall events to	16	A. Right.
17	the best of your ability today?	17	Q. When did you speak with your attorneys to
18	A. No.	18	prepare for the deposition today?
19	Q. Have you have you reviewed any	19	A. It would have been this week or this
20	documents to prepare for your testimony today?	20	morning.
21	A. There were a few emails that we went	21	Q. Did you speak to them before this morning?
22	through that reference my name or a statement that I	22	A. Yes, this week, earlier this week, Monday.
23	had made.	23	Q. So are those the only two meetings, on
24	Q. And is it your understanding that those	24	Monday and then this morning, with your attorneys to
25	emails are part of the emails that have been	25	help prepare for this deposition?
	Page 15		Page 16
	1 A. There was one last week. I'm just not	1	it was an abbreviated. I'm not exactly sure how
	2 recalling the day.	2	they characterize that. Continuing education.
	Q. Ms. Atkinson, do you have a college	3	Q. And what was the nature of the class or
	4 degree?	4	classes you took?
	5 A. Yes.	5	A. It was through Women in Communications,
	6 Q. And where is that from?	6	WICT association. And it's in conjunction with the
	7 A. Villanova University.	7	cable industry.
	8 Q. And when did you obtain that degree?	8	Q. Other than what we've just discussed, do
	9 A. 1988 was graduation.	9	you have any other education or training about the
	Q. What was your degree in?	10	cable industry?
	A. It was in communications and business, a	11	A. No.
	12 dual degree.	12	Q. What was your first job after graduating
	Q. And did you go do any graduate school or	13	from Villanova?
	14 anything further than Villanova?	14	A. My first job was working as an assistant
	15 A. Only through Time Warner Cable. I	15	to an assistant at a public relations company.
	participated in some business graduate school at	16	Q. How long did you do that?
	17 Harvard and one at Stamford.	17	A. About six months. In Philadelphia.
	Q. When did you do that?	18	Q. And what was your next job after that?
	19 A. Stamford was in March and Harvard I'm	19	A. My next job was working at a radio station
	trying to remember the date. I think it was 2010.	20	selling radio space or radio time in Altoona,
	Q. So Stamford was in March of this year?	21	Pennsylvania.
	22 A. Yes.	22	Q. And what was your position there?
			The state of the s
	Q. And did you obtain a degree from Harvard	23	A. Salesberson.
	, ,		A. Salesperson. O. And how long did you do that?
	•	24 25	A. Saiesperson.Q. And how long did you do that?A. Approximately a year and a half.

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	Page 17		Page 18
1	Q. What was your next job after that?	1	A. I went on to work on the account
2	A. My next job was working for Discover Card	2	acquisition side, so we acquired new cardholders for
3	in Chicago.	3	Discover Card.
4	Q. And what was your title there?	4	Q. And how would you acquire new cardholders?
5	A. Marketing specialist.	5	A. Through outbound telemarketing or direct
6	Q. And how long did you have that position?	6	mail.
7	A. I was at the company for nine years, but I	7	Q. Did you have a staff of people working for
8	had increasing positions during that time.	8	you in that position?
9	Q. What was your general job duties as the	9	A. I did. It was it was several folks.
10	marketing specialist at Discover?	10	Q. You said you worked there for
11	A. I worked in my first role was as a	11	approximately nine years; is that correct?
12	working on the merchant marketing side, dealing with	12	A. Yes.
13	external merchants who would accept or accepted the	13	Q. What was your next job after that?
14	Discover Card, and we did marketing programs.	14	A. I went to work at it was a division of
15	Q. How long did you do that?	15	Citi, Citibank. It was called Diners Club
16	A. For probably in various roles, but it	16	International.
17	was probably about four and a half years.	17	Q. How long were you there?
18	Q. Did you then have another title at	18	A. I was there for just over ten years.
19	Discover?	19	Q. And what was your first title at Citibank?
20	A. Yes. I the next title I'm trying to	20	A. It was a director of national accounts.
21	remember the name of it. It was marketing manager	21	Q. And what were your general duties and
22	and then marketing director. So when I left, I was	22	responsibilities in that role?
23	a director.	23	A. They were similar to Discover Card in that
24	Q. And what were your general duties and	24	I worked with major merchant accounts who took or
25	responsibilities as marketing director?	25	accepted the Diners Club card as a T&E product.
	D 10		D 00
_	Page 19		Page 20
1	Q. Did that job also involve mass mailing?	1	Q. Was this a marketing role or something
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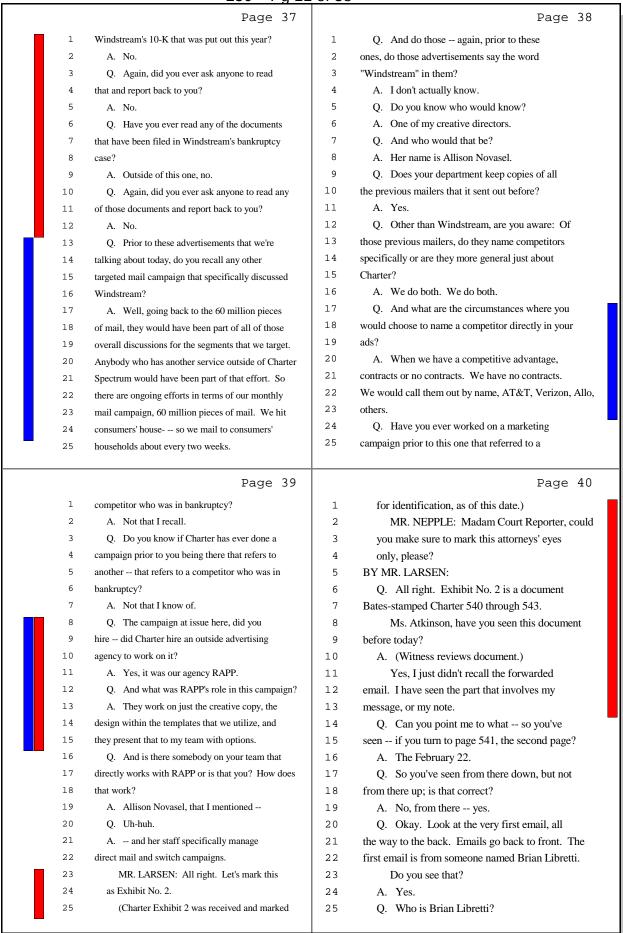
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		Page 21		Page 22
	1	A. After Citibank, I left and came to Time	1	A. That was probably just a year and then I
	2	Warner Cable went to Time Warner Cable.	2	was promoted.
	3	Q. And when did was that?	3	Q. Okay. What were your duties and
	4	A. It was in the summer of 2009, June or	4	responsibilities as regional vice president of the
	5	July. I'm trying to remember the exact date.	5	west division?
	6	Q. And what was your first role with Time	6	A. Very similar to New York, the same
	7	Warner?	7	acquisition and retention of customers, just for the
	8	A. Vice president of marketing in New York	8	west region, so it was a larger area.
	9	City.	9	Q. And you said you then got promoted again?
	10	Q. How long did you have that role?	10	A. Yes, to chief marketing and sales officer.
	11	A. Just over a year.	11	Q. And when was that, approximately?
	12	Q. And what were your general duties and	12	A. I believe it was the summer of 2011.
	13	responsibilities in that role?	13	Q. And how did your duties change in that
	14	A. Acquiring and retaining new customers for	14	role?
	15	Time Warner Cable.	15	A. I added the sales divisions to my job.
	16	Q. Was that also a marketing job?	16	Q. Can you tell me a little bit what that
	17	A. Yes.	17	means? What are the sales divisions?
	18	Q. Did that job entail working with direct	18	A. Inbound call centers, direct field sales,
	19	mail advertisement?	19	outbound telemarketing.
	20	A. Yes.	20	Q. And how long were you in that position?
	21	Q. And what was your next position after	21	A. I should have brought my résumé.
	22	that?	22	About three years.
	23	A. It was as regional vice president of the	23	Q. And what was your next role after that?
	24	west division, at Time Warner Cable.	24	A. Head of new customer acquisition for Time
	25	Q. And how long did you have that?	25	Warner Cable. It was a senior vice president job.
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_		Page 23		Page 24
	1	Q. And approximately when did that start?	1	that role?
	2	Q. And approximately when did that start?A. That started 2013/14. It was at the end	2	that role? A. I oversaw the product team for the
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	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q. And approximately when did that start? A. That started 2013/14. It was at the end of the year. Q. And how did your duties change in that position? A. I no longer managed the sales organization and I was responsible for all new customer acquisition. Q. And did you subsequently get a different title after that? A. Senior vice president of acquisition marketing. Q. And when did that occur? A. That was the 2013/14. Q. I apologize. Bad question by me. A. Sure. Q. After the senior VP role, did you then move on to another role? A. No. I left Time Warner Cable. Q. And when did you leave? A. I left April of 2015. Q. And what was your next job after that?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	that role? A. I oversaw the product team for the company, all new products and existing products. And I ran the cable operations for Rogers. Q. How long did you have that position? A. About three and a half years. Q. And then what was your next role after that? A. I came to Charter. Q. Do you remember the date, approximately, when you came to Charter? A. September 28 of 2018. Q. And what was your title when you came to Charter? A. Head of consumer marketing and SMB, small/medium business. Q. Is that the position you hold today? A. Yes. Q. And what are your general duties and responsibilities at Charter? A. So I'm responsible for brand creative, the digital marketing group, and marketing operations.
	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q. And approximately when did that start? A. That started 2013/14. It was at the end of the year. Q. And how did your duties change in that position? A. I no longer managed the sales organization and I was responsible for all new customer acquisition. Q. And did you subsequently get a different title after that? A. Senior vice president of acquisition marketing. Q. And when did that occur? A. That was the 2013/14. Q. I apologize. Bad question by me. A. Sure. Q. After the senior VP role, did you then move on to another role? A. No. I left Time Warner Cable. Q. And when did you leave? A. I left April of 2015. Q. And what was your next job after that? A. I worked for Rogers Communications as the 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	that role? A. I oversaw the product team for the company, all new products and existing products. And I ran the cable operations for Rogers. Q. How long did you have that position? A. About three and a half years. Q. And then what was your next role after that? A. I came to Charter. Q. Do you remember the date, approximately, when you came to Charter? A. September 28 of 2018. Q. And what was your title when you came to Charter? A. Head of consumer marketing and SMB, small/medium business. Q. Is that the position you hold today? A. Yes. Q. And what are your general duties and responsibilities at Charter? A. So I'm responsible for brand creative, the digital marketing group, and marketing operations. Q. And who do you you do you directly

Page 26 Page 25 Q. And who's Mr. Hargis? 1 existing customers. A. He is the chief marketing officer and EVP 2 2 Q. And how is that communication generally 3 3 of Charter. done? 4 A. Direct mail, emails. Q. Is there anybody else you report to? 4 A. Well, I mean, his leaders, technically. 5 Q. Do you know how many people work in the --Q. And do you have a staff of people working 6 work under you in the marketing operations division? 7 A. I would say it's approximately 80. I for you? 8 A. Yes. don't actually have the exact numbers. 9 Q. And I think you also mentioned brand Q. How many people, approximately? 10 creative; is that correct? A. Approximately 230. 10 11 Q. And are those 230 people split between 11 A. Correct. 12 Q. What does "brand creative" refer to? digital marketing and direct mail marketing? 12 13 A. Anything that -- any television ads, 13 A. Digital marketing, marketing operations, 14 radio, direct mail, email, brand guidelines. 14 and brand creative. Q. Break that down little bit. 15 Q. Does Charter use outside consultants for 15 16 any marketing? 16 What exactly does "digital marketing" mean 17 A. No. 17 18 Q. So Charter doesn't ever use any ad 18 A. Digital marketing is the acquisition by 19 agencies? 19 flow and existing customer by flow where consumers 20 A. We use ad agencies. When you said can purchase products and services. 20 "consultants," I was --21 21 Q. So by "digital," does that mean online? 2.2 Q. Yep. Yeah. 2.2 A. Yes. 23 A. -- thinking of the category. 23 Q. And what does "marketing operations" mean? 24 Q. Exactly. 24 A. Marketing operations manages the tactics 25 So Charter does sometimes use ad agencies; 25 that Charter employs to acquire or communicate to Page 27 Page 28 is that correct? 1 uses for that or is it all of them? 1 2 A. Yes A. Typically it's RAPP, but we do use others. 3 Q. What ad agencies does Charter use? 3 Q. Sorry. What's RAPP? Can you spell that? 4 A. We have about eight different ones. I 4 A. R-A-P-P, RAPP. 5 don't actually have all of the names of the 5 Q. Are there some instances where Charter 6 agencies. Deloitte is -- or I'm sorry. Deutsch, 6 will do the mailing all in-house and not use an 7 RAPP. I'm trying to think, because I don't have the 7 outside agency? 8 8 A. Not to my knowledge. 9 Q. Understood. 9 Q. I'm going to show you a document -- I 10 And when Charter does utilize ad agencies, 10 neglected to say that earlier. I'm going to show 11 what part of marketing do they -- strike that. Bad 11 you a bunch of documents today. 12 question. 12 A. Okay. 13 We talked about digital, marketing 13 Q. They're going to be marked and attached at 14 operations, and brand creation, right? 14 the transcript at the end. 15 A. Okay. 15 16 Q. Is there specific categories amongst those 16 Q. So you'll get a chance to review them at 17 three that Charter sometimes uses ad agencies for? 17 the end. 18 A. Yes. The agencies we employ typically 18 Many times -- these are fairly short 19 will have a specialty: Television, advertising, 19 documents, because they're going to be emails. But 20 radio. We tend to do our own radio internal. We 20 sometimes they're going to be longer. I want you to 21 have an internal creative team as well. 21 take all the time you need to review them before you Q. Does Charter ever employee ad agencies to 22 2.2 answer the question, if you'd like to. That said, 23 work on direct mailers? 23 there will be some times when, even though it's a 24 24 longer document, I just want to point you to one 25 Q. Do you recall which ad agencies Charter 25 specific line and ask you about it, to move things

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	Page 29		Page 30
1	along. But nonetheless, if you ever want to review	1	A. Yes.
2	the whole document before answering your question,	2	Q. Let's look at Category No. 1. I'm on
3	please feel free to do so. Okay?	3	I'm on page 3 of this document.
4	A. Thank you.	4	A. Uh-huh. (Witness complies.)
5	MR. LARSEN: Let's mark this as, I guess,	5	Q. By the bottom, it says "Subject areas of
6	Exhibit No. 1.	6	testimony."
7	(Charter Exhibit 1 was received and marked	7	A. Yes.
8	for identification, as of this date.)	8	Q. Do you see that?
9	BY MR. LARSEN:	9	A. Yes.
10	Q. Ms. Atkinson, have you seen this document	10	Q. So No. 1 says "the decision by Charter to
11	marked as Exhibit No. 1 before?	11	launch the advertisements."
12	A. (Witness reviews document.) Yes.	12	Adre you the witness who's designated to
13	Q. When did you first see this document?	13	answer questions on Topic No. 1 today?
14	A. Monday of this week.	14	A. Yes.
15	Q. Have you discussed this document with	15	Q. Same question on No. 2, are you the
16	anyone other than your attorneys?	16	witness designated to answer questions on No. 2
17	A. No.	17	today?
18	Q. So is it your understanding that you have	18	A. Yes.
19	been designated to be the person who is responsible	19	Q. Turn to the next page, please.
20	for answering questions on the categories set forth	20	A. (Witness complies.)
21	in this document?	21	Q. Category No. 3, are you the witness
22	A. Yes.	22	designated to respond to questions on Category No. 3
23	Q. Is it your understanding that also someone	23	today?
24	else is going to testify as to some of these	24	A. No.
25	categories?	25	MR. NEPPLE: Counsel, she may have some
	Page 31		Page 32
1	knowledge, so I would make sure to ask	1	Q. And what about Category No. 10?
2	questions.	2	A. Yes.
3	MR. LARSEN: Okay.	3	MR. NEPPLE: Counsel, just to save you
4	MR. NEPPLE: But we also have another	4	time, the other witness will handle 11 and 12.
5	witness, so she has partial knowledge.	5	MR. LARSEN: Okay. Thank you.
6	BY MR. LARSEN:	6	MR. NEPPLE: Sure.
7	Q. Okay. Let's look at the next one,	7	THE COURT REPORTER: You said "the other
8	Category No. 4. Do you see that?	8	witness"?
9	A. Yes.	9	MR. NEPPLE: The other witness.
10	Q. Are you the witness designated to answer	10	THE COURT REPORTER: Okay.
11	questions on Category No. 4 today?	11	BY MR. LARSEN:
12	A. Probably the same as the last one, partial	12	Q. I'm going to refer you back to Category
13	knowledge.	13	No. 1
14	Q. What about Category No. 5?	14	A. Yes.
15	A. Yes.	15	Q which is the
16	Q. Category No. 6?	16	MR. LARSEN: Bless you.
17	A. I'm not sure of the question. "Charter's	17	BY MR. LARSEN:
18	internal communications referring to Windstream."	18	Q which is the decision by Charter to
19	Yes.	19	launch the advertisements.
20	Q. And what about Category No. 7?	20	A. Yes.
21	A. I would have partial knowledge.	21	Q. Do you see that?
22	Q. What about Category No. 8?	22	Was there a specific person who made the
23	A. I would have partial knowledge.	23	ultimate decision to launch the advertisements at
24	Q. What about Category No. 9?	24	issue in this case?
25	A. I would be able to answer, yes.	25	A. Yes. That would have been me.
		1	

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Page 33 Page 34 Q. And do you recall when that decision was 1 Q. And do you have a standard mailer that you 2 made? 2 use or does that change often? 3 3 A. Late February or early March. I don't A. We have standardized templates that we've 4 4 have the exact date. optimized for pricing and production. And we also O. And that's in 2019? 5 have custom templates that we will put into market A. Yes. 6 to try out performance, test performance against 7 Q. Did someone above you have to sign off on control packages. 8 that decision before it was done? Q. And was this campaign that was directed 9 towards Windstream customers, was that one of the 10 Q. And what were the circumstances that led standardized templates or a custom template? 10 11 you to launch the advertisements? 11 A. It was actually a standardized template. 12 We've used it against Allo and Google. I can't A. Well, we have mailed -- in our footprint, 12 13 really speak to any time before, because I started 13 we do mailings constantly for competitive switch 14 in September, so... 14 messaging. So it wasn't any particular trigger 15 Q. Do you recall the reason why you decided other than a competitive switch message. 15 16 to do this particular ad campaign? 16 Q. And can you explain to me what you mean by 17 A. We always look for competitive advantages, 17 "competitive switch message"? 18 and anytime there's an opportunity to have a new 18 A. The homes that we pass with the capability 19 message, we will do a mail campaign. 19 to have our services, we market -- we call those 20 Q. And was there a particular opportunity you 20 "prospects." And we do about 60 million pieces of 21 recall in this case? 21 mail a month to those homes that do not have a 22 A. In this case, there is the uncertainty of 22 relationship with us, those customers. 23 a bankruptcy. 23 Q. Is that an ongoing thing that happens 24 Q. Do you recall when you learned about the 24 every month? 25 uncertainty of a bankruptcy? 25 A. Yes. Page 35 Page 36 A. I think it was again late February or 1 Q. And who attends these meetings? 2 early March. I don't have the exact date. I can't 2 A. The creative teams, marketing operations 3 3 team, pretty much my organization, as well as the Q. Do you recall how you learned about this? 4 4 pricing group that sits outside of my team. A. I think it was in a competitive update 5 Q. So approximately how many people were at 6 meeting that we had. 6 this meeting? Q. What's a competitive update meeting? 7 A. About 30. 8 A. It's just a meeting that we discuss 8 Q. Is this a face-to-face in-person meeting 9 package changing, pricing changing, channels being 9 or is it done online? 10 dropped, contracts being added. It basically is a 10 A. It's face to face. 11 internal review of our entire footprint and all 11 Q. Can you remember specifically what was 12 competitors in the footprint. 12 said about Windstream's bankruptcy in this meeting? 13 Q. How often do you have these meetings? 13 Just that they had declared bankruptcy. 14 A. Once a month. 14 Q. I think you mentioned word "uncertainty." Q. So is it your recollection that in one of 15 15 Did somebody use that word in this 16 these competitive update meetings, that's where you 16 meeting? 17 first learned about Windstream's bankruptcy? 17 A. I don't recall. 18 A. I believe that is where I learned, yes. 18 Q. Other than this meeting, did you do any Q. And what do you recall learning in this 19 19 independent research about what was going on with 20 20 the bankruptcy? 21 A. That there was uncertainty because they 21 A. No. 22 have gone into bankruptcy. 2.2 Q. Did you ever ask anybody to do that 23 Q. Who led the meeting? 23 research on your behalf and report back to you? 24 A. It's done by one of my brand creative 2.4 A. No. 25 folks in the brand team that I manage. 25 Q. Have you ever at any time read



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1	A. The manager of market intelligence.	1	marketing and sales officer and EVP.
2	Q. And do you work with him directly?	2	Q. And then the next email up on
3	A. No.	3	February 22
4	Q. Do you know what his job duties entail?	4	A. Uh-huh.
5	A. He works in our competitive intelligence	5	Q at 1:18, you're one of the recipients
6	team.	6	of that email; is that correct?
7	Q. Do you have any understanding of what he	7	A. Yes.
8	does in that role?	8	Q. And then your response says, "Okay, folks.
9	A. He observes any in this particular	9	Let's look at these markets and how we can push on
10	case, he's specific about Windstream, but I don't	10	switch messaging in these areas similar to Google
11	know how broad his accountabilities are for other	11	efforts. Thanks."
12	competitors.	12	Do you see that?
13	Q. And if you look at the next email in the	13	A. Yes.
14	thread reading up, it's from David Andreski to	14	Q. What are you what are you referring to
15	Jonathan Hargis.	15	with your reference to "switch messaging"?
16	Do you see that?	16	A. Meaning switch to Spectrum today and take
17	A. Yes.	17	action. And we had just dropped Google mail for a
18	Q. Do you know who David Andreski is?	18	similar situation. And prior to that, Allo, the
19	A. Yes. He's head of our pricing and	19	other telecom provider, had done switch messaging
20	competitive intelligence team.	20	with them.
21	Q. And you previously mentioned Mr. Hargis.	21	Q. So what were the circumstances from the
22	That's who you report to; is that correct?	22	in the Google matter?
23	A. Yes.	23	A. Google had pulled out of Louisville and
24	Q. And what's his role?	24	basically said they were shutting down services.
25	A. EV or he's chief marketing office	25	And so we put mail into the market that said you are
ľ	 losing Google service as of April 15 and switch today. Q. And what about Allo? A. Allo is the same type of switch message, but it was in a more general just switch today to Spectrum. 	1 2 3 4 5	A. Yes. It would have said specifically Google is leaving the market and shutting down services and switch before April 15. That was the date that they gave. Q. So on February 22, when you sent this email and you said "similar to Google efforts"
l .	 Q. So had Google specifically said, you know, 	7	A. Uh-huh.
	8 we're leaving the area, we're no longer providing	8	Q in your mind, did you think Windstream
	9 the service?	9	was leaving like Google left?
	10 A. Yes.	10	A. No, it was regarding the template.
	Q. And had Allo specifically said that?	11	Q. Just so I understand, when you say
	12 A. No, Allo was just a competitive switch	12	"similar to Google efforts," that "similar" means
	message. It was a similar template.	13	the template of the advertisement?
	Q. Were there different templates in the	14	A. Yes, the creative template.
	Google and Allo matters that reflected each specific	15	Q. Can you explain to me: What exactly do
	16 circumstance?	16	you mean by "creative template," for somebody who's
	A. There would have been some copy that was	17	not a marketing person?
	referencing them by name to switch.	18	A. We'll have standard templates which allow
	Q. Can you explain? What does that mean?	19	us to get to market faster than designing a custom
	A. It would say, Allo customer, switch to	20	template.
	Spectrum. Or, Google customer, switch to Spectrum.	21	Q. So by using a standard template, you can
	In that case, your services are going to be	22	get the mailers out
	discontinued, and they gave a specific date.	23	A. Quicker.
	Q. So would the Google one have more specific	24	Q quicker?
	information than the Allo one?	25	A. Yes.
Ц			

		01 30	
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	1 MR. LARSEN: Mark this Exhibit No. 3.	1	A. Amy is either a director or senior
	2 (Charter Exhibit 3 was received and marked	2	director who reports to Jennifer Ingram, who is the
	3 for identification, as of this date.)	3	vice president of SMB marketing, small/medium
	4 MR. NEPPLE: Madam Court Reporter, same	4	business.
	5 instruction: Mark attorneys' eyes only,	5	Q. If you look at the second email on the
	6 please.	6	thread on from Jennifer Ingram, on February 25
	7 BY MR. LARSEN:	7	do you see that?
	Q. All right. Exhibit No. 3 is another email	8	A. Uh-huh, yes.
	9 produced. Bates-stamped on this is Charter 626 to	9	Q. It says, "Hi, Chris. I understand that
	10 627.	10	you and Amy connected earlier today. Kelly Atkinson
	A. (Witness reviews document.)	11	has asked the marketing team to develop a plan to
	Q. Ms. Atkinson, have you seen this document	12	leverage the situation." And it goes on.
1 :	13 before today?	13	Is that accurate, that you asked the
	A. I saw it with my attorneys on Monday.	14	marketing team to develop a plan to leverage the
	Q. And had you not seen it before then?	15	situation?
	16 A. I had not.	16	A. Yes. It's the Exhibit 2 where I state
	Q. Look at the first email in the thread.	17	let's look at these markets and see how we can push
:	Do you know the name of the person that	18	on switch messaging similar to Google. Yes, that
	sent that email?	19	was my ask.
	20 A. No.	20	Q. Okay. Did you ask in any other way in
	Q. Okay. Do you know any of the people on	21	addition to the email that was Exhibit No. 2?
	the To or CC list?	22	A. No.
	A. I know Amy Kim, Jennifer Ingram. And I do	23	Q. So there wasn't a phone call or an
2	not know the others. Amy and Jennifer report to me.	24	in-person meeting?
2	Q. And what is what is Amy's position?	25	A. No.
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1	Q. If you read further, it says, "Kelly	1	SMB-specific messages (e.g., talking points for
2	Atkinson has asked the marketing team to develop a	2	sales teams.)"
3	plan to leverage the situation, so we started	3	Do you know what "sales teams" refers to
	thinking about this in partnership with the	4	there?
	residential team."	5	A. It would be any agent that deals directly
6	Do you know what "the residential team"	6	with a customer.
7	refers to?	7	Q. And when would an agent deal directly with
8	A. Yes. It is the general market efforts	8	a customer?
9	versus small- and medium-sized business, which is	9	A. When a customer is signing up for services
10	business owners that take Charter services.	10	or disconnecting services or they need technical
11	Q. So in your role, do you are you	11	assistance.
12	responsible for the residential side as well as the	12	Q. So is this an agent on the phone when a
13	larger	13	customer calls in?
14	A. Yes.	14	A. It could be, yes.
15	Q customer side?	15	Q. What else could it be?
16	A. Yes.	16	A. It could be our direct sales team,
17	Q. So third sentence here says, "In addition,	17	outbound telemarketing, so again on the phone, but a
18	we're exploring SMB-specific messages."	18	call out versus a call in.
19	Do you know what "SMB" refers to?	19	Q. So part of your marketing part of
20	A. Small/medium business. Small and medium	20	Charter's marketing efforts includes phone calls
21	business.	21	directly to potential customers?
	Q. And that's also something that you're	22	A. Yes, outbound telemarketing.
22			
	responsible for?	23	Q. And was that subsequently utilized in this
	responsible for? A. Yes.	23 24	Q. And was that subsequently utilized in this case?
23	-		

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1	Q. Do you know who would recall or who could	1	A. No, I was unaware of this.
2	check and see if that happened in this case?	2	Q. In general, when you do an advertising
3	A. It would be our head of call centers.	3	campaign I'm saying in general, not this specific
4	Q. And who would that be?	4	one do you normally coordinate with the direct
5	A. Christian Riaz [sic].	5	field sales team?
6	Q. And I think you mentioned are there	6	A. No.
7	some in-person people that are also part of the	7	Q. Has there been a time where that's ever
8	sales team?	8	occurred, coordination between those two?
9	A. The direct field sales team.	9	MR. NEPPLE: Object to form.
10	Q. Can you explain to me what the direct	10	Go ahead.
11	field sales team does?	11	A. The one that I do recall or I do know of
12	A. They do door knocking we call it door	12	is Google, because they were leaving the market.
13	knocking with customers or prospects, prospective	13	BY MR. LARSEN:
14	customers.	14	Q. And in that Google matter, did you work
15	Q. And was that strategy utilized in this	15	with Mr. Dardis' team directly on what the what
16	advertising campaign?	16	the messaging would be?
17	A. It wasn't at my direction, but as I	17	A. No.
18	understand it, yes.	18	Q. In that Google matter, did you ever
19	Q. You say it wasn't at your direction.	19	subsequently learn what the messaging on the direct
20	Do you know who is responsible for that	20	field sales team was?
21	part of this?	21	A. Just that they were leaving the market.
22	A. Keith Dardis.	22	That was pretty common knowledge. We have field
23	Q. Did you coordinate with Mr. Dardis on the	23	sales reps, thousands, out in the market all the
24	messaging that would be used by the direct field	24	time, so
25	sales team?	25	Q. Do you know: Do they take fliers with
	Page 51		Page 52
1	them?	1	Q. So your okay. You said "copy."
2	A. They have, but I don't know if they took	2	So your understanding, the words on the
3	it in this case or in the Google case.	3	flier are similar to the words on the direct mail
4	Q. And the Google case, did you ever review	4	advertisements?
5	those flyers as part of working on that campaign?	5	A. They could be. They could be.
6	A. No.	6	Q. And sometimes they're not.
7	Q. Do you know who creates the fliers for the	7	Is that your understanding?
8	direct field sales team?	8	A. Correct.
9	A. It would have been someone in my team that	9	MR. LARSEN: Want to take five minutes off
10	created fliers, because, again, the brand or	10	the record?
11	anything that's tangible that would be in front of a	11	THE VIDEOGRAPHER: Stand by. The time is
12	customer would come from my team.	12	10:06 a.m. on May 1, 2019. This is the end of
13	Q. And there's never any need to coordinate	13	Tape No. 1.
14	the direct sales part with the mailing part to make	14	(Recess was taken.)
15	sure you're not going crossways or saying two	15	THE VIDEOGRAPHER: The time is 10:15 a.m.
16	different things?	16	on May 1, 2019. This is Media Unit No. 2.
17	A. We don't coordinate with them directly,	17	Back on the record. MR I ARSEN: Let's most this payt document.
18	but if there is a creative mail that's done, it	18	MR. LARSEN: Let's mark this next document
19	would typically be leveraged for any fliers that		as Exhibit No. 4.
20	would be provided.	20	(Charter Exhibit 4 was received and marked
21	Q. Can you explain that? What do you mean	21	for identification, as of this date.)
22	it's "leveraged"? A. The copy. When the copy is written it	22	BY MR. LARSEN:
23	A. The copy. When the copy is written, it	23	Q. All right.
25	would be used so that, again, you have a standard template and it's consistent.	25	MR. NEPPLE: Sorry. AEO again, Madam Court Reporter, please.
23	template and it's consistent.		2 120 again, wadam Court Reporter, piease.

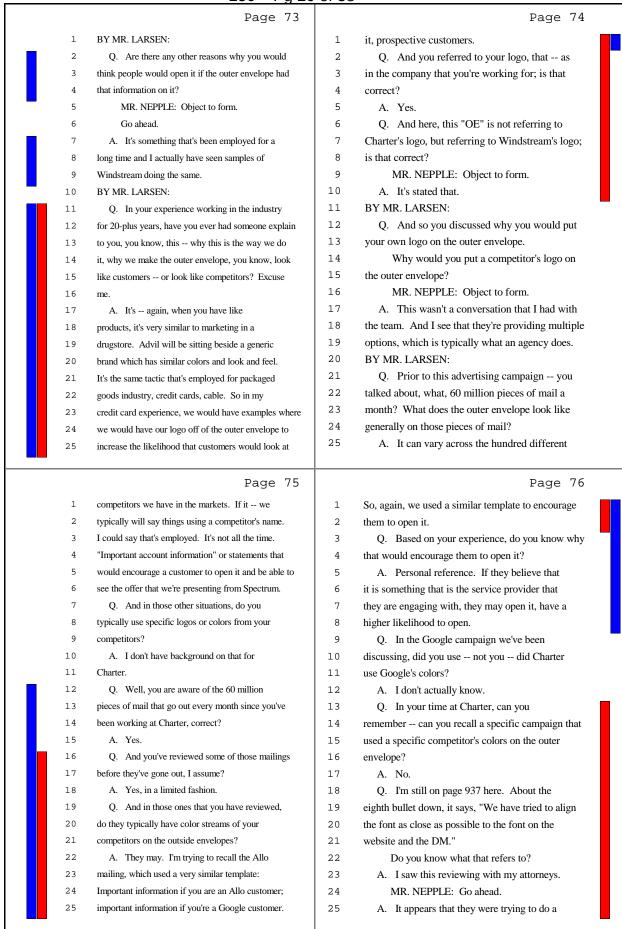
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Page	53 Pa	age 54
1 BY MR. LARSEN:	1 A. Uh-huh. Yes.	
2 Q. Exhibit 4 is an email Bates-stamped	2 Q. Does that have any meaning to yo	ou?
3 Charter 652 through 654.	3 A. "Business as usual."	
4 A. (Witness reviews document.)	4 Q. Did you have an understanding at	t this time
5 Q. Ms. Atkinson, have you seen this docum		
6 before?	6 usual?	
7 A. I have not.	7 A. No.	
8 Q. Look at the first email in the thread.	8 Q. Is that something that was ever d	iscussed
9 It's from someone named Christopher Dalton.	9 when putting together the advertising that	
10 Do you see that?	10 issue in this case?	
A. On February 25?	11 A. No.	
12 Q. Yes.	Q. So the last email on this thread fr	rom
13 A. Yes, I see that.	13 someone named Lisa Mitchell, on the fir	st page.
14 Q. Do you know who Christopher Dalton is	14 A. Yes.	
15 A. I do not. I know that he works for the	Q. Do you know who Lisa Mitchell	is?
16 company. I've seen his name, but I do not know	m. 16 A. I do not. I know she works for the	ne
Q. You don't work with him directly?	company, but I do not know her.	
18 A. No.	Q. Looks like, in her signature block	ς, it
Q. The next email in the thread, on	19 says "director of sales planning operation	ns."
February 26, at 5:41 from Jason Bordeaux?	20 Do you know what "sales planning	9
A. Yes, I would say the same thing. I know	21 operations" refers to?	
that he works for the company, but I do not kno	22 A. I don't.	
23 him.	Q. That's not part of your team that	you work
Q. Do you see on this page, in Mr. Bordeau	24 with?	
email and in the response, the acronym "BAU"?	25 A. No.	
_		
Page	55	Page 56
1 Q. Look at the last email, again on the first	1 Q. Do you know who Amy Kantrow	vitz is?
2 page here, from Lisa Mitchell to looks like th	2 A. Yes. She works for in my team	n, for my
3 people.	3 head of creative, brand creative.	
4 Jacquelyn Dobrich, do you know who the	4 Q. If you look at Amy's first email.	Look at
5 is?	5 the second page of this exhibit, 678. It s	ays,
6 A. I do not. Same statement: She works for	6 "Creative: Messaging points? Anything	approved?"
7 the company, but I don't know her.	7 Do you know what that refers to, v	whether
8 Q. How about Keven Clifton?	8 something was approved?	
9 A. I do not know him either.	9 MR. NEPPLE: Object to form.	
10 Q. And the CC line says "Scott Grotz."	10 Go ahead.	
Do you know him?	11 A. She's looking to see if there was a	a
12 A. No, I do not.	12 template or copy that had been created so	o that she
13 MR. LARSEN: Let's mark this Exhibit	could be consistent. That's how I would	read that.
14 No. 5.	14 And she references "Please send DM or	other pieces
15 (Charter Exhibit 5 was received and mark	d 15 created."	
for identification, as of this date.)	16 BY MR. LARSEN:	
17 BY MR. LARSEN:	17 Q. Do you have an understanding of	what "DM"
Q. Exhibit No. 5 is another email thread,	18 refers to in this context?	
19 Bates-stamped Charter 677 through 678.	19 A. Direct mail.	
MR. NEPPLE: Mark that AEO, Counsel	Q. Do you know who would be the p	person that
21 please.	21 would approve these things?	
	A. Would approve all of these things	s or
22 BY MR. LARSEN:		
Q. Ms. Atkinson, have you seen this docum	nt 23 direct mail?	
	Q. Good clarification. Let's start wi	th
Q. Ms. Atkinson, have you seen this docum		th

		01 38	
	Page 57		Page 58
1	Who would approve that?	1	A. No. It's our normal cadence. The only
2	A. Direct mail would be Allison Novasel, that	2	reason that it was shown to me was because it was
3	I mentioned.	3	the Google template and Allo. We had used that same
4	Q. Uh-huh.	4	template before.
5	A. She heads up the creative for direct mail.	5	Q. Were there specific references to the
6	Q. Then, once Allison approves, do you have	6	bankruptcy that would not have been in the Google or
7	to approve it before it finally goes out?	7	Allo templates?
8	A. Not necessarily, because we use very	8	A. Yes.
9	similar templates, as I mentioned. So I can't	9	Q. And you didn't make any changes to that?
10	possibly approve 60 million pieces of mail, and we	10	A. No.
11	have hundreds of variations.	11	Q. Was there anybody else besides you who
12	Q. In this particular case, on the	12	would have seen it before it finally went out?
13	advertisements referencing Windstream and the	13	A. Joe Leonard, who is my senior vice
14	bankruptcy, did you approve it?	14	president of brand creative. Allison works for him.
15	A. I saw the creative when they were	15	Q. So would Allison have shown it to Joe and
16	designing it, because it referenced this and they	16	then Joe shown it to you? Is that how it would
17	wanted to show it to me.	17	work?
18	Q. When do you recall when that happened?	18	A. Yes.
19	A. Late February, beginning I think it was	19	Q. And you did not have any obligation to
20	beginning of March. It was that last week or two in	20	show it to anybody that you report to; is that
21	February.	21	correct?
22	Q. And when it was shown to you, did you make	22	A. Correct. Again, we do 60 million pieces
23	any changes to it?	23	of mail a month with hundreds of variations.
24	A. No.	24	Q. If you look at Ms. Novasel's response on
25	Q. Did you ask any questions about it?	25	February 28, middle of the first page here.
= 1	Page 59	1	Page 60
1 2	Do you see that?	1 2	use certain words or certain phrases?
1 2 3	Do you see that? A. Yes.	1 2 3	use certain words or certain phrases? A. We always operate in a factual way, with
2	Do you see that? A. Yes. Q. She's got some bullet points. I'm looking	2 3	use certain words or certain phrases? A. We always operate in a factual way, with clarity. And when we can say a competitor's name,
2	Do you see that? A. Yes.	2	use certain words or certain phrases? A. We always operate in a factual way, with
2 3 4	Do you see that? A. Yes. Q. She's got some bullet points. I'm looking at the third bullet, which says, "The only input re: messaging is that, while in tone it should be like	2 3 4	use certain words or certain phrases? A. We always operate in a factual way, with clarity. And when we can say a competitor's name, we do, to show an advantage that we may have, again, contracts/no contracts.
2 3 4 5	Do you see that? A. Yes. Q. She's got some bullet points. I'm looking at the third bullet, which says, "The only input re:	2 3 4 5	use certain words or certain phrases? A. We always operate in a factual way, with clarity. And when we can say a competitor's name, we do, to show an advantage that we may have, again, contracts/no contracts. Q. Have you ever worked on an advertising
2 3 4 5 6	Do you see that? A. Yes. Q. She's got some bullet points. I'm looking at the third bullet, which says, "The only input re: messaging is that, while in tone it should be like Google, we can't say things like 'abandoned' or	2 3 4 5 6	use certain words or certain phrases? A. We always operate in a factual way, with clarity. And when we can say a competitor's name, we do, to show an advantage that we may have, again, contracts/no contracts. Q. Have you ever worked on an advertising campaign where something was prepared and before it
2 3 4 5 6 7	Do you see that? A. Yes. Q. She's got some bullet points. I'm looking at the third bullet, which says, "The only input re: messaging is that, while in tone it should be like Google, we can't say things like 'abandoned' or 'going away.' Just because they declared Chapter 11	2 3 4 5 6 7	use certain words or certain phrases? A. We always operate in a factual way, with clarity. And when we can say a competitor's name, we do, to show an advantage that we may have, again, contracts/no contracts. Q. Have you ever worked on an advertising
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2 3 4 5 6 7 8 9 10	Do you see that? A. Yes. Q. She's got some bullet points. I'm looking at the third bullet, which says, "The only input re: messaging is that, while in tone it should be like Google, we can't say things like 'abandoned' or 'going away.' Just because they declared Chapter 11 doesn't mean they won't re-org and stay in business." Do you see that? A. Yes.	2 3 4 5 6 7 8 9 10	use certain words or certain phrases? A. We always operate in a factual way, with clarity. And when we can say a competitor's name, we do, to show an advantage that we may have, again, contracts/no contracts. Q. Have you ever worked on an advertising campaign where something was prepared and before it went out, somebody made a change that says, oh, hey, we can't say that, that's not factually correct? A. Yes. Q. And have you personally been the person
2 3 4 5 6 7 8 9 10 11 12	Do you see that? A. Yes. Q. She's got some bullet points. I'm looking at the third bullet, which says, "The only input re: messaging is that, while in tone it should be like Google, we can't say things like 'abandoned' or 'going away.' Just because they declared Chapter 11 doesn't mean they won't re-org and stay in business." Do you see that? A. Yes. Q. Did you ever have any discussions with	2 3 4 5 6 7 8 9 10 11 12	use certain words or certain phrases? A. We always operate in a factual way, with clarity. And when we can say a competitor's name, we do, to show an advantage that we may have, again, contracts/no contracts. Q. Have you ever worked on an advertising campaign where something was prepared and before it went out, somebody made a change that says, oh, hey, we can't say that, that's not factually correct? A. Yes. Q. And have you personally been the person that has ever said, hey, we can't say that, we need
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Do you see that? A. Yes. Q. She's got some bullet points. I'm looking at the third bullet, which says, "The only input re: messaging is that, while in tone it should be like Google, we can't say things like 'abandoned' or 'going away.' Just because they declared Chapter 11 doesn't mean they won't re-org and stay in business." Do you see that? A. Yes. Q. Did you ever have any discussions with Allison about this topic? A. No. Q. Do you have any idea where she got that information? MR. NEPPLE: To the extent that she may have gotten it from legal, do not include that in your answer, if you can answer without legal — disclosing legal advice.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	use certain words or certain phrases? A. We always operate in a factual way, with clarity. And when we can say a competitor's name, we do, to show an advantage that we may have, again, contracts/no contracts. Q. Have you ever worked on an advertising campaign where something was prepared and before it went out, somebody made a change that says, oh, hey, we can't say that, that's not factually correct? A. Yes. Q. And have you personally been the person that has ever said, hey, we can't say that, we need to change this? A. No. Q. What is an instance where you recall that something was changed because it wasn't factually correct? A. I actually don't I don't deal with the attorneys. MR. NEPPLE: Well, object. To the extent
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	Page 61		Page 62
1	don't want any attorney/client communications.	1	happened, but you can't recall any specifics?
2	A. Uh-huh.	2	A. Correct.
3	Q. But nonetheless, I do think I'm entitled	3	Q. Do I have that right? Okay.
4	to if you talked to an attorney, I think I'm	4	A. I don't deal with the agency directly.
5	entitled to that information. What you said may be	5	Q. And who would who is the person or
6	privileged, but if you spoke to an attorney, I think	6	persons who would deal with the agency directly?
7	I'm entitled to that.	7	A. Allison Novasel and her team that does the
8	A. I hadn't I did not.	8	direct mail. And obviously there are other folks
9	Q. Okay.	9	that do radio and television, so they would deal
10	A. Since I've been at Charter, I have not.	10	with them as well, with agencies.
11	Q. Do you recall anytime when just the	11	Q. I'm back to this third bullet on Allison's
12	business side people decided, hey, we can't say	12	email of February 28. After the dash, where it says
13	that?	13	"just because they declared Chapter 11 doesn't mean
14	A. Yes.	14	they won't re-org and stay in business."
15	Q. Okay. And do you recall a specific	15	Do you see that?
16	instance where that occurred?	16	A. Yes.
17	A. No. It would it would come about	17	Q. Did you ever have any discussions with
18	between the agency and the creative team where they	18	Allison about this topic?
19	would make decisions on copy that would be included.	19	A. No.
20	Q. So if I understand, the agency might	20	Q. Did you ever have any discussions with
21	the outside agency might propose something and then	21	anybody about that topic?
22	your internal team would say, hey, we can't say	22	A. Not about restructure, no.
23	that, we need to make a change?	23	Q. Did you ever have any discussions with
24	A. They would be able to make edits.	24	anyone about the fact that Windstream may stay in
25	Q. And you recall times when that has	25	business?
	Page 63		Page 64
		1	
	1 A. No.		
	2 O Look at the part bullet Starts with "so		Q. Do you recall how that came about? Did
1	Q. Look at the next bullet. Starts with "so	2	you take it to him or did he say, I want to talk to
	3 the goal is to create doubt."	2	you take it to him or did he say, I want to talk to you about this?
	3 the goal is to create doubt."4 See that?	2 3 4	you take it to him or did he say, I want to talk to you about this? A. It was a random conversation passing in
	 the goal is to create doubt." See that? A. Yes. 	2 3 4 5	you take it to him or did he say, I want to talk to you about this? A. It was a random conversation passing in the hallway. He knew that I had asked for a
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	3 the goal is to create doubt." 4 See that? 5 A. Yes. 6 Q. Did you ever have any discussions with 7 Allison about that topic, that the goal of these 8 advertisements was to create doubt? 9 A. No. 10 Q. Did you ever have any discussions with 11 anybody about that topic? 12 A. When Joe brought the copy to me, he may 13 have said that, but my conversations were not with 14 Allison or the agency. 15 Q. When would you have had this conversation 16 with Joe about that? 17 A. Prior to the mail being printed. 18 Q. Do you recall: Was it face to face or on 19 the phone? 20 A. It was face to face. 21 Q. Do you recall any more details, like any 22 specific date when that conversation may have been	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	you take it to him or did he say, I want to talk to you about this? A. It was a random conversation passing in the hallway. He knew that I had asked for a competitive switch mail, and so his team was working on it. Q. And can you let me know what, if anything, you recall about him saying in that conversation about creating doubt? A. I can't recall. Q. Do you recall what you what you may have said in that conversation about creating doubt? A. I said nothing. Q. Other than this conversation with Joe in the hallway, do you recall any other conversations with anyone about the goal of this mailing to be creating doubt? A. No. MR. LARSEN: Let's mark this as Exhibit No. 6. MR. NEPPLE: Same instruction, AEO,
	3 the goal is to create doubt." 4 See that? 5 A. Yes. 6 Q. Did you ever have any discussions with 7 Allison about that topic, that the goal of these 8 advertisements was to create doubt? 9 A. No. 10 Q. Did you ever have any discussions with 11 anybody about that topic? 12 A. When Joe brought the copy to me, he may 13 have said that, but my conversations were not with 14 Allison or the agency. 15 Q. When would you have had this conversation 16 with Joe about that? 17 A. Prior to the mail being printed. 18 Q. Do you recall: Was it face to face or on 19 the phone? 20 A. It was face to face. 21 Q. Do you recall any more details, like any 22 specific date when that conversation may have been 23 occurred?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	you take it to him or did he say, I want to talk to you about this? A. It was a random conversation passing in the hallway. He knew that I had asked for a competitive switch mail, and so his team was working on it. Q. And can you let me know what, if anything, you recall about him saying in that conversation about creating doubt? A. I can't recall. Q. Do you recall what you what you may have said in that conversation about creating doubt? A. I said nothing. Q. Other than this conversation with Joe in the hallway, do you recall any other conversations with anyone about the goal of this mailing to be creating doubt? A. No. MR. LARSEN: Let's mark this as Exhibit No. 6. MR. NEPPLE: Same instruction, AEO, Ms. Court Reporter.

	250 Py 16		
	Page 65		Page 66
1	BY MR. LARSEN:	1	Q. Did you have discussions with anybody
2	Q. Exhibit 6 is another email string,	2	about that
3	Bates-stamped Charter 682 through 685.	3	A. No.
4	A. (Witness reviews document.)	4	Q statement?
5	Q. Ms. Atkinson, have you seen this email	5	A. No.
6	string before?	6	Q. Do you have personal do you have any
7	A. I saw the from the part that David	7	personal knowledge on whether the bankruptcy would
8	Andreski sent to me. And, yes, I saw it in one of	8	slow their expansion down?
9	the other strings. But I did not see the messages	9	A. No.
10	that are the most recent from Keith or Scott. Where	10	Q. And if you look to your response to that
11	my name is indicated, I saw that.	11	email. It's next in the thread. It starts with,
12	Q. You see Mr. Andreski's email to you and	12	"Very good. We will put together the plans."
13	some other people on February 22? It's on the	13	Do you see that?
14	second page, 683.	14	A. Yes.
15	A. Yes.	15	Q. What does "put together the plans" refer
16	Q. The second line in this email says, "We	16	to?
17	have seen them upgrading with fiber to many	17	A. The direct mail marketing plan. And it
18	competitive areas. The bankruptcy issue would slow	18	was very similar to the Google activities that we
19	their expansion down."	19	had just done.
20	Do you see that?	20	Q. And if you look at Mr. Andreski's response
21	A. Yes.	21	to your email on February 25 at 7:09 a.m.
22	Q. Did you have any discussions with	22	Do you see that?
23	Mr. Andreski about this assertion that the	23	A. Yes.
24	bankruptcy issue would slow their expansion down?	24	Q. Do you understand what this chart in his
25	A. Nothing more than this email.	25	email refers to?
	Page 67		Page 68
1	A. This chart shows where we have homes	1	approach" while working at Charter?
2	passed in each of the markets where we would have	2	A. We just launched mobile, so the term
3	competitive overlap.	3	"mobile approach" in general discussions about how
4	Q. And can you explain to me what "homes	4	we would approach going to market. But I don't I
5	passed" mean?	5	don't know what he is referencing here. His team
6	A. The homes that we have built services to	6	isn't selling mobile. To my knowledge, I should
7	in our footprint.	7	•
	-		say.
8	Q. So does this chart refer to Windstream	8	Q. Then, in that same sentence, it says,
9	Q. So does this chart refer to Windstream customers that are in your potential area where they	8 9	Q. Then, in that same sentence, it says,"Want to address this with Jon tomorrow along with
			Q. Then, in that same sentence, it says,
9	customers that are in your potential area where they	9	Q. Then, in that same sentence, it says, "Want to address this with Jon tomorrow along with
9 10	customers that are in your potential area where they could become your customers?	9	Q. Then, in that same sentence, it says, "Want to address this with Jon tomorrow along with mobile approach (FL), MTS selling Stream/Choice,
9 10 11	customers that are in your potential area where they could become your customers? A. Yes.	9 10 11	Q. Then, in that same sentence, it says, "Want to address this with Jon tomorrow along with mobile approach (FL), MTS selling Stream/Choice, et cetera."
9 10 11 12	customers that are in your potential area where they could become your customers? A. Yes. Q. If you look at the next response in this	9 10 11 12	Q. Then, in that same sentence, it says, "Want to address this with Jon tomorrow along with mobile approach (FL), MTS selling Stream/Choice, et cetera." Do you know what "MTS" refers to here?
9 10 11 12 13	customers that are in your potential area where they could become your customers? A. Yes. Q. If you look at the next response in this thread from Dardis, Keith Dardis to Scott Niles.	9 10 11 12 13	Q. Then, in that same sentence, it says, "Want to address this with Jon tomorrow along with mobile approach (FL), MTS selling Stream/Choice, et cetera." Do you know what "MTS" refers to here? A. I don't.
9 10 11 12 13 14	customers that are in your potential area where they could become your customers? A. Yes. Q. If you look at the next response in this thread from Dardis, Keith Dardis to Scott Niles. And I understand you're not copied here, but I'm	9 10 11 12 13 14	Q. Then, in that same sentence, it says, "Want to address this with Jon tomorrow along with mobile approach (FL), MTS selling Stream/Choice, et cetera." Do you know what "MTS" refers to here? A. I don't. Q. Do you know what "Stream/Choice" refers
9 10 11 12 13 14	customers that are in your potential area where they could become your customers? A. Yes. Q. If you look at the next response in this thread from Dardis, Keith Dardis to Scott Niles. And I understand you're not copied here, but I'm going to ask you a question about it.	9 10 11 12 13 14 15	Q. Then, in that same sentence, it says, "Want to address this with Jon tomorrow along with mobile approach (FL), MTS selling Stream/Choice, et cetera." Do you know what "MTS" refers to here? A. I don't. Q. Do you know what "Stream/Choice" refers to?
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9 10 11 12 13 14 15 16	customers that are in your potential area where they could become your customers? A. Yes. Q. If you look at the next response in this thread from Dardis, Keith Dardis to Scott Niles. And I understand you're not copied here, but I'm going to ask you a question about it. In his kind of second line here, Mr. Dardis says, "Want to address this with Jon	9 10 11 12 13 14 15 16 17	Q. Then, in that same sentence, it says, "Want to address this with Jon tomorrow along with mobile approach (FL), MTS selling Stream/Choice, et cetera." Do you know what "MTS" refers to here? A. I don't. Q. Do you know what "Stream/Choice" refers to? A. Yes. It is a the name of our video a video package that we sell. Two video packages:
9 10 11 12 13 14 15 16 17	customers that are in your potential area where they could become your customers? A. Yes. Q. If you look at the next response in this thread from Dardis, Keith Dardis to Scott Niles. And I understand you're not copied here, but I'm going to ask you a question about it. In his kind of second line here, Mr. Dardis says, "Want to address this with Jon tomorrow along with mobile approach."	9 10 11 12 13 14 15 16 17	Q. Then, in that same sentence, it says, "Want to address this with Jon tomorrow along with mobile approach (FL), MTS selling Stream/Choice, et cetera." Do you know what "MTS" refers to here? A. I don't. Q. Do you know what "Stream/Choice" refers to? A. Yes. It is a the name of our video a video package that we sell. Two video packages: Stream and Choice.
9 10 11 12 13 14 15 16 17 18	customers that are in your potential area where they could become your customers? A. Yes. Q. If you look at the next response in this thread from Dardis, Keith Dardis to Scott Niles. And I understand you're not copied here, but I'm going to ask you a question about it. In his kind of second line here, Mr. Dardis says, "Want to address this with Jon tomorrow along with mobile approach." Do you know what "mobile approach" refers	9 10 11 12 13 14 15 16 17 18	Q. Then, in that same sentence, it says, "Want to address this with Jon tomorrow along with mobile approach (FL), MTS selling Stream/Choice, et cetera." Do you know what "MTS" refers to here? A. I don't. Q. Do you know what "Stream/Choice" refers to? A. Yes. It is a the name of our video a video package that we sell. Two video packages: Stream and Choice. Q. Is that something that your marketing
9 10 11 12 13 14 15 16 17 18 19 20	customers that are in your potential area where they could become your customers? A. Yes. Q. If you look at the next response in this thread from Dardis, Keith Dardis to Scott Niles. And I understand you're not copied here, but I'm going to ask you a question about it. In his kind of second line here, Mr. Dardis says, "Want to address this with Jon tomorrow along with mobile approach." Do you know what "mobile approach" refers to in this context?	9 10 11 12 13 14 15 16 17 18 19 20	Q. Then, in that same sentence, it says, "Want to address this with Jon tomorrow along with mobile approach (FL), MTS selling Stream/Choice, et cetera." Do you know what "MTS" refers to here? A. I don't. Q. Do you know what "Stream/Choice" refers to? A. Yes. It is a the name of our video a video package that we sell. Two video packages: Stream and Choice. Q. Is that something that your marketing efforts also works with?
9 10 11 12 13 14 15 16 17 18 19 20 21	customers that are in your potential area where they could become your customers? A. Yes. Q. If you look at the next response in this thread from Dardis, Keith Dardis to Scott Niles. And I understand you're not copied here, but I'm going to ask you a question about it. In his kind of second line here, Mr. Dardis says, "Want to address this with Jon tomorrow along with mobile approach." Do you know what "mobile approach" refers to in this context? MR. NEPPLE: Object to form.	9 10 11 12 13 14 15 16 17 18 19 20 21	Q. Then, in that same sentence, it says, "Want to address this with Jon tomorrow along with mobile approach (FL), MTS selling Stream/Choice, et cetera." Do you know what "MTS" refers to here? A. I don't. Q. Do you know what "Stream/Choice" refers to? A. Yes. It is a the name of our video a video package that we sell. Two video packages: Stream and Choice. Q. Is that something that your marketing efforts also works with? A. Yes.
9 10 11 12 13 14 15 16 17 18 19 20 21 22	customers that are in your potential area where they could become your customers? A. Yes. Q. If you look at the next response in this thread from Dardis, Keith Dardis to Scott Niles. And I understand you're not copied here, but I'm going to ask you a question about it. In his kind of second line here, Mr. Dardis says, "Want to address this with Jon tomorrow along with mobile approach." Do you know what "mobile approach" refers to in this context? MR. NEPPLE: Object to form. Go ahead.	9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q. Then, in that same sentence, it says, "Want to address this with Jon tomorrow along with mobile approach (FL), MTS selling Stream/Choice, et cetera." Do you know what "MTS" refers to here? A. I don't. Q. Do you know what "Stream/Choice" refers to? A. Yes. It is a the name of our video a video package that we sell. Two video packages: Stream and Choice. Q. Is that something that your marketing efforts also works with? A. Yes. Q. Were there any advertisements in this case
9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	customers that are in your potential area where they could become your customers? A. Yes. Q. If you look at the next response in this thread from Dardis, Keith Dardis to Scott Niles. And I understand you're not copied here, but I'm going to ask you a question about it. In his kind of second line here, Mr. Dardis says, "Want to address this with Jon tomorrow along with mobile approach." Do you know what "mobile approach" refers to in this context? MR. NEPPLE: Object to form. Go ahead. A. I do not.	9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q. Then, in that same sentence, it says, "Want to address this with Jon tomorrow along with mobile approach (FL), MTS selling Stream/Choice, et cetera." Do you know what "MTS" refers to here? A. I don't. Q. Do you know what "Stream/Choice" refers to? A. Yes. It is a the name of our video a video package that we sell. Two video packages: Stream and Choice. Q. Is that something that your marketing efforts also works with? A. Yes. Q. Were there any advertisements in this case relating to Windstream that had to do with the

3 MR. NEPPLE: Please mark it AEO, Ms. Court 4 Reporter. 5 (Charter Exhibit 7 was received and marked 5 A. I don't known for identification, as of this date.) 6 for identification, as of this date.) 7 A. (Witness reviews document.) 8 BY MR. LARSEN: 9 Q. All right. Exhibit No. 7 is an email 9 Q. People on 10 exchange Bates-stamped Charter 936 through 941. 11 Ms. Atkinson, once you've had a chance to 12 look at this, can you tell me if you've seen this 13 document before? 14 A. I saw a portion of this, but not this 14 Q. Jennifer sa	or Maguire also work for RAPP? In't know him either. Ithe CC line, looks like they It is that correct? Inow any of those people? Inally, but they are in my team. It is any, "Hi, Erin and Pete. Below
2 MR. LARSEN: Let's mark this as Exhibit 7. 3 MR. NEPPLE: Please mark it AEO, Ms. Court 4 Reporter. 5 (Charter Exhibit 7 was received and marked 6 for identification, as of this date.) 7 A. (Witness reviews document.) 8 BY MR. LARSEN: 9 Q. All right. Exhibit No. 7 is an email 10 exchange Bates-stamped Charter 936 through 941. 11 Ms. Atkinson, once you've had a chance to 12 look at this, can you tell me if you've seen this 13 document before? 14 A. I saw a portion of this, but not this 15 string. And this was with my attorney review. 16 Q. So did you only see this in preparing for 2 Q. She's send 3 Mullane. 4 Do you kn 5 A. I don't kn 6 for RAPP, the cre 7 Q. Does Pete 8 A. Yes. I don 9 Q. People on 10 work for Charter; 11 A. Correct. 12 look at this, can you tell me if you've seen this 12 Q. Do you kn 13 document before? 14 A. I saw a portion of this, but not this 15 are details for With 16 Q. So did you only see this in preparing for	ow Erin Mullane? ow her personally. She works eative agency. or Maguire also work for RAPP? n't know him either. the CC line, looks like they is is that correct? now any of those people? nally, but they are in my team. ays, "Hi, Erin and Pete. Below
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16 Q. So did you only see this in preparing for 16 drop."	
1	indstream versions in the 4/22 mail
17 this deposition today, not months ago when it was 17 Do you see	
	that?
18 sent? 18 A. Yes.	
19 A. I never saw it before the before this 19 Q. Does the t	term "mail drop" mean anything to
20 preparation. 20 you in this contex	xt?
21 Q. Thank you. 21 A. It means the	he date of April 22 where mail
22 Look at the first email in the string 22 would be expected	ed to be in home.
23 it's on page 939 from Jennifer Smith. 23 Q. And "mail	l," are we talking about the
Do you know who Jennifer Smith is? 24 advertisements re	eferring to Windstream?
25 A. Yes. She's on my team. She works for 25 A. Yes.	
Page 71 1 Q. Do you see where about four lines down, 1 on your team about	Page 72 what the outer envelope was going
2 where Jennifer Smith says, "Windstream has declared 2 to look like?	
3 Chapter 11, but doesn't mean they won't re-org to 3 A. No.	
4 stay in business"? 4 Q. Did you have	e any discussions with anybody
5 A. Yes. 5 at RAPP on what th	ne outer envelope was going to look
6 Q. Did you have discussions with anybody on 6 like?	
7 your team about this concept? 7 A. No.	
8 A. No. Other than the bankruptcy 8 I should clarif	fy when I say I have never
9 mentioned that I mentioned. 9 had any conversation	ons. This is I would call it a
10 Q. If you turn to page 937. It's the second 10 standard marketing	practice, when you have
11 page of this exhibit. 11 comparable services	s, to have them take on a look and
* *	increase the response rates
13 Q. In the fifth bullet down, there's a 13 from customers or p	• •
	you believe that would increase
15 A. Yes. 15 the response rates?	
	o not putting a brand on the
	people will open it to see
18 to you in this context? 18 what's inside.	
	derstanding that people would
	y believed it was from
21 "Look and feel of the OE has been aligned with the 21 Windstream?	
·	E: Object to form.
23 Compremedia." 23 Go ahead.	
24 A. Yes. 24 A. Perhaps.	
25 Q. Did you have any discussions with anybody 25	



	Page 77		Page 78
	creative that used a similar creative approach.	1	MR. LARSEN: I got it. Let me read it
	2 BY MR. LARSEN:	2	again.
	Q. A similar creative approach to what?	3	BY MR. LARSEN:
	4 A. To Windstream.	4	O. "Disclaimer: Please confirm if there
	5 Q. Again, do you know why they would want to	5	needs to be a footnote with corresponding disclaimer
	6 use the same font as Windstream uses?	6	copy around digs around Windstream."
	7 MR. NEPPLE: Object to form.	7	Do you see that?
	8 Go ahead.	8	A. Yes.
	9 A. Again, trying to have a better opportunity	9	Q. Do you know what that refers to?
	10 for the customer to open it.	10	A. I don't actually know, other than any
_	11 BY MR. LARSEN:	11	reference they are probably saying do we need to
	Q. In the previous direct mail campaigns	12	disclaim this at all.
	you've worked on in Charter, do you recall a time	13	Q. What does that mean, to disclaim
	when Charter used the same font as a competitor?	14	something?
	15 A. I don't.	15	A. It would mean just providing additional
	Q. Two more bullets down, it says,	16	copy to clarify a statement that might be made. In
	17 "Disclaimer: Please confirm that [sic] there needs	17	packaging or pricing, we often have a disclaimer.
	to be a footnote with corresponding disclaimer copy	18	Q. And what does that disclaimer often say?
	19 around digs around Windstream."	19	A. What the package includes or the tier of
	20 Do you see that?	20	service.
	21 MR. NEPPLE: Object to form. You misread	21	Q. So does the does the disclaimer refer
	that, Counsel.	22	to the offer Charter is making on what it would cost
	MR. LARSEN: Okay. I apologize. Let me	23	to switch to Charter?
	24 read it again.	24	A. I actually don't know what it's
	25 MR. NEPPLE: That's okay. No	25	referencing here.
	Page 79		Page 80
1	Q. But in general, is that your understanding	1	(Charter Exhibit 8 was received and marked
1 2		2	(Charter Exhibit 8 was received and marked for identification, as of this date.)
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Q. But in general, is that your understanding of what a disclaimer means in this context? A. Yes. Q. You see where it says "around digs around Windstream"? A. Uh-huh. Q. Do you know what that refers to in this context? A. I don't. Q. Have you otherwise ever heard anybody mention "digs" in the context of a mailing? A. We do millions of competitive mailings and TV spots, and it could be a slang term used for competitive statements. Q. Is that your understanding or are you just speculating? A. I'm speculating on that. I have not used that term. MR. NEPPLE: Okay. Counsel, can we THE COURT REPORTER: You don't	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	(Charter Exhibit 8 was received and marked for identification, as of this date.) BY MR. LARSEN: Q. Ms. Atkinson, have you seen this document before? A. (Witness reviews document.) I have not seen this particular doc or this document in this format from RAPP. This is a working document between the team and RAPP, hence all the copies on here. But I have not seen this, no. Q. So I take it you don't know whose handwriting this is on the document? A. I do not. Q. Typically when Charter works with RAPP, does Charter mark up documents like this by hand and then send them back to RAPP to make changes? A. I actually don't know. Seems kind of old school. Q. Perhaps.
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q. But in general, is that your understanding of what a disclaimer means in this context? A. Yes. Q. You see where it says "around digs around Windstream"? A. Uh-huh. Q. Do you know what that refers to in this context? A. I don't. Q. Have you otherwise ever heard anybody mention "digs" in the context of a mailing? A. We do millions of competitive mailings and TV spots, and it could be a slang term used for competitive statements. Q. Is that your understanding or are you just speculating? A. I'm speculating on that. I have not used that term. MR. NEPPLE: Okay. Counsel, can we THE COURT REPORTER: You don't MR. NEPPLE: just have a running stipulation? I don't want to have to MR. LARSEN: Yes.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	(Charter Exhibit 8 was received and marked for identification, as of this date.) BY MR. LARSEN: Q. Ms. Atkinson, have you seen this document before? A. (Witness reviews document.) I have not seen this particular doc or this document in this format from RAPP. This is a working document between the team and RAPP, hence all the copies on here. But I have not seen this, no. Q. So I take it you don't know whose handwriting this is on the document? A. I do not. Q. Typically when Charter works with RAPP, does Charter mark up documents like this by hand and then send them back to RAPP to make changes? A. I actually don't know. Seems kind of old school. Q. Perhaps. Is it your understanding that this handwriting is somebody at Charter? A. I don't know. It could have been the
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	Q. But in general, is that your understanding of what a disclaimer means in this context? A. Yes. Q. You see where it says "around digs around Windstream"? A. Uh-huh. Q. Do you know what that refers to in this context? A. I don't. Q. Have you otherwise ever heard anybody mention "digs" in the context of a mailing? A. We do millions of competitive mailings and TV spots, and it could be a slang term used for competitive statements. Q. Is that your understanding or are you just speculating? A. I'm speculating on that. I have not used that term. MR. NEPPLE: Okay. Counsel, can we THE COURT REPORTER: You don't MR. NEPPLE: just have a running stipulation? I don't want to have to MR. LARSEN: Yes. MR. NEPPLE: interrupt you. Thank you.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	(Charter Exhibit 8 was received and marked for identification, as of this date.) BY MR. LARSEN: Q. Ms. Atkinson, have you seen this document before? A. (Witness reviews document.) I have not seen this particular doc or this document in this format from RAPP. This is a working document between the team and RAPP, hence all the copies on here. But I have not seen this, no. Q. So I take it you don't know whose handwriting this is on the document? A. I do not. Q. Typically when Charter works with RAPP, does Charter mark up documents like this by hand and then send them back to RAPP to make changes? A. I actually don't know. Seems kind of old school. Q. Perhaps. Is it your understanding that this handwriting is somebody at Charter? A. I don't know. It could have been the agency.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q. But in general, is that your understanding of what a disclaimer means in this context? A. Yes. Q. You see where it says "around digs around Windstream"? A. Uh-huh. Q. Do you know what that refers to in this context? A. I don't. Q. Have you otherwise ever heard anybody mention "digs" in the context of a mailing? A. We do millions of competitive mailings and TV spots, and it could be a slang term used for competitive statements. Q. Is that your understanding or are you just speculating? A. I'm speculating on that. I have not used that term. MR. NEPPLE: Okay. Counsel, can we THE COURT REPORTER: You don't MR. NEPPLE: just have a running stipulation? I don't want to have to MR. LARSEN: Yes.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	(Charter Exhibit 8 was received and marked for identification, as of this date.) BY MR. LARSEN: Q. Ms. Atkinson, have you seen this document before? A. (Witness reviews document.) I have not seen this particular doc or this document in this format from RAPP. This is a working document between the team and RAPP, hence all the copies on here. But I have not seen this, no. Q. So I take it you don't know whose handwriting this is on the document? A. I do not. Q. Typically when Charter works with RAPP, does Charter mark up documents like this by hand and then send them back to RAPP to make changes? A. I actually don't know. Seems kind of old school. Q. Perhaps. Is it your understanding that this handwriting is somebody at Charter? A. I don't know. It could have been the

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1	A. Allison Novasel or Jennifer Smith that	1	Q. Okay.
2	managed the direct mail or the relationship with	2	MR. LARSEN: Let's mark this as Exhibit
3	RAPP.	3	No. 10.
4	MR. LARSEN: Let's mark this Exhibit	4	(Charter Exhibit 10 was received and
5	No. 9.	5	marked for identification, as of this date.)
6	(Charter Exhibit 9 was received and marked	6	BY MR. LARSEN:
7	for identification, as of this date.)	7	Q. Exhibit No. 10 is an email string
8	MR. NEPPLE: Thanks.	8	Bates-stamped Charter 1002.
9	BY MR. LARSEN:	9	Ms. Atkinson, have you seen this document
10	Q. All right. Exhibit 9 is an email	10	before today?
11	Bates-stamped Charter 964.	11	A. (Witness reviews document.)
12	Have you seen this document before?	12	I can't recall. It's it may have been
13	A. I believe I saw this as part of a larger	13	part of a larger string. But I did not see it prior
14	document	14	to preparing for this case.
15	Q. Okay.	15	Q. Okay. If you look at Jennifer Smith's
16	A on creative. I did not I have not	16	email to Allison Novasel on March 5, second
17	seen this specific document in this format.	17	paragraph says, "The OE utilizes Windstream's
18	Q. Were you ever involved in any discussion	18	kinetic color palette, similar to Google."
19	about the cost or the expense it might incur to put	19	Do you know what "kinetic color palette"
20	certain colors on the outside of the envelope?	20	refers to?
21	A. No.	21	A. No. I didn't until after I was prepping
22	Q. Was that something so that was that	22	for this.
23	was that something you only learned of after the	23	Q. Do you know what it refers to now?
24	fact?	24	A. Similar to the way we looked at Google,
25	A. When I was preparing for this.	45	there could be creative integration. And similar to
	Page 83		Page 84
_		1	
	what we've done with Allo, it's a creative tactic that could be employed by the ad agency when they	1 2	Have you seen these emails before today? A. No.
	 that could be employed by the ad agency when they give us different options. 	3	A. No. Q. Do you see, in the middle of the page, Joe
	quive us different options.Q. And is the idea of the creative	4	Leonard's email on March 5, 2019?
	5 integration to make it look like a Windstream	5	A. Yes.
	6 envelope?	6	Q. It says, "These look good. I would like
	7 MR. NEPPLE: Object to form.	7	to get a few more opinions on the way we are
	8 A. That would seem to be the intent.	8	positioning Windstream's situation, but I can't
	9 BY MR. LARSEN:	9	think of a better way to do it. 'Uncertainty' feels
	Q. When it says "kinetic color palette," do	10	most right, I suppose."
	you have an understanding that refers to a specific	11	Did you ever have any discussions with Joe
	campaign that Windstream had done?	12	about that topic?
	A. I actually until I came back from	13	A. No, other than doing Windstream mail.
	Canada, I was not familiar with Windstream. And,	14	Q. Did you ever have discussions with anyone
	again, we have hundreds of competitors.	15	else on your team about what Joe is talking about
	16 Q. As you sit here today, do you know what	16	here?
	the word "kinetic" means in this context?	17	A. Not that I recall. Again, we do millions
	18 A. I think it's referring to the Windstream	18	of pieces of mail.
	19 product. I'm not as clear on that.	19	Q. And in the second paragraph of Joe's
1 -	MR. LARSEN: Exhibit No. 11.	20	email, it says, "I don't think we need their colors
1	21 (Charter Exhibit 11 was received and	21	on the envelope. Not sure we even really want them
	marked for identification, as of this date.)	22	(for 10K)."
	BY MR. LARSEN:	23	Did you ever have any discussions with Joe
	Q. Exhibit No. 11 is an email string	24	about the colors on the envelope for this mailing?
	Bates-stamped Charter 1005.	25	A. No.

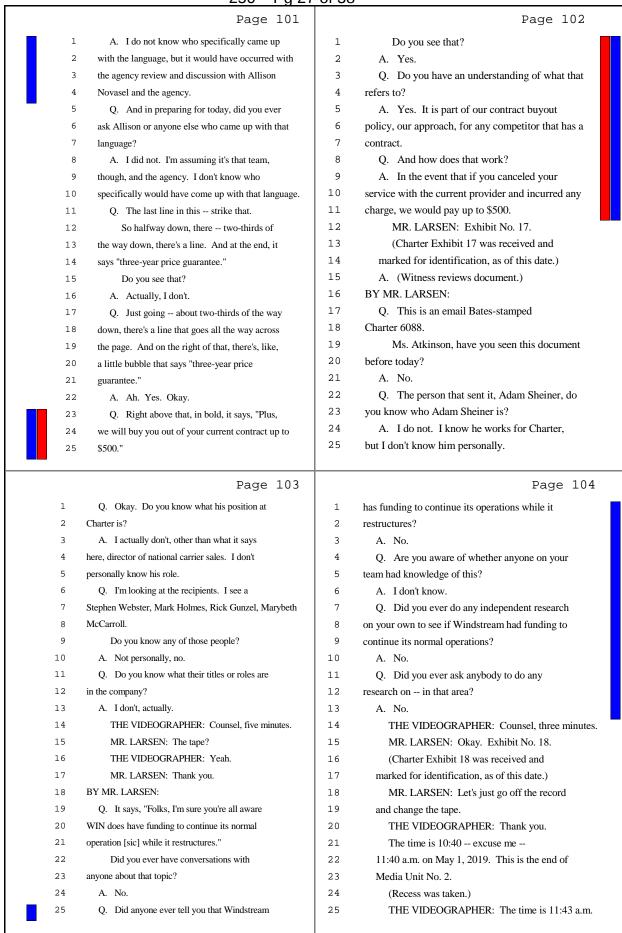
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Page 85 Page 86 Q. Did you have discussions with anyone on MR. NEPPLE: Object to form. 1 1 2 your team about the colors on the envelope for this 2 A. I was not part of that decision in terms 3 3 mailing? of outer envelope creative. 4 BY MR. LARSEN: A. No. 4 5 Q. Whether or not you were a part of the Again, it looks like there were many options that were put together, a green outer 6 decision, do you have an understanding of what the 7 7 envelope. And, again, these are creative approaches ultimate resolution on this issue was? 8 8 where we get options, so it's standard practice. A. Yes, when I was presented the samples of 9 the mail. 9 Q. Are you aware of what the -- the final Q. And what is your understanding? 10 10 decision was on the colors on the envelope? 11 A. I was not. Until I saw it. 11 A. There was a similar color palette to what 12 Windstream may utilize. 12 Q. Do you have an understanding today 13 MR. LARSEN: Let's mark this Exhibit 13 about --14 No. 12. 14 A. Yes. 15 (Charter Exhibit 12 was received and 15 Q. -- what the colors were? 16 marked for identification, as of this date.) 16 A. Yes. 17 A. (Witness reviews document.) Q. And were the colors the ones discussed 17 18 BY MR. LARSEN: 18 here that matched Windstream's colors? 19 Q. Exhibit No. 12 is a document Bates-stamped MR. NEPPLE: Object to form. 19 20 Charter 965. A. I would say they were similar. 20 21 Ms. Atkinson, have you seen this document 21 BY MR. LARSEN: 22 before today? 22 Q. We talked about options here. 23 A. In preparation for this hearing -- this 23 Is it your understanding that ultimately 24 deposition. 24 the option that was chosen was the one with the 25 Q. And was that the first time that you've 25 Windstream colors? Page 87 Page 88 seen it? 1 Do you see that? A. I may have seen the important information. 2 A. Yes. 3 But, again, this is a tactic that's employed 3 Q. Do you know what that address refers to? 4 4 frequently. And, again, I use Allo and Google. I A. St. Louis, Missouri. think it's the exact statement we used for both of 5 Q. Do you know what's located at that those, because that was the template we used. 6 dress -- at that address? Q. Is this a document that came from RAPP? 7 A. Windstream headquarters, I suppose. I 8 A. Anything that would come from the agency 8 don't actually know. 9 typically has a stamp like this. So, yes, I would 9 Q. Okay. Were any of the mailings sent from 10 assume so. 10 that address? 11 Q. And just for the record, you're referring 11 A. I don't know. to the stamp near the bottom of the page that says 12 12 Q. Do you have any reason to believe any 13 "RAPP, Windstream" --13 mailings were sent from that address? 14 A. Yes. 14 A. I actually don't know. I know we 15 Q. -- dash, "0E," et cetera? 15 drop-ship mail across the entire United States to A. Correct. improve the delivery times. 16 16 17 Q. And is that typically what RAPP would do, 17 Q. Would it be unusual to send mail from 18 they would give you a copy of the envelope before it 18 Windstream's address to Windstream customers, for 19 would go out? 19 Charter to do that? 20 A. They would -- they would give us a copy of 20 MR. NEPPLE: Object to form. any creative component before it's produced and 21 21 Go ahead. 22 2.2 released to a printer. A. I wouldn't have seen this particular 23 Q. Look at the return address in the 23 approach before, nor was I part of any conversations 24 left-hand corner of this screenshot, or whatever it 24 on it. 25 is. 25

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	1 BY MR. LARSEN:	1	referenced in the other communication.
	Q. So you said you haven't seen this	2	Q. Okay.
	3 particular approach before.	3	A. And RAPP.
	4 In previous mailings that you've been a	4	Q. Did you have any discussions with Allison
	5 part of, have they utilized return addresses when	5	and Jen to prepare for this deposition today?
	6 that's not where the documents are actually sent	6	A. No. I say no. Other than the use of the
	7 from?	7	creative historical where we've used this template
	8 A. I don't know.	8	again with Google and Allo and others.
	9 Q. Can you recall a specific instance that	9	Q. And when did you have those discussions?
	where that occurred?	10	A. Would have been probably a week ago.
	11 A. Not that I was involved in, no.	11	Q. Who was present for those discussions?
	Q. Do you have an understanding of why an	12	A. I think I just asked for the samples
	a return address would be used that's not from where	13	Q. Why
	the mailing was sent?	14	A previous samples.
	15 A. No, I actually don't.	15	Q. Sorry. Didn't mean to talk over you.
	Q. Do you think it's likely that that was	16	Can you finish your answer?
	used so that the customer would think that this	17	A. Okay. I just I just asked for copies
	document came from Windstream?	18	of the mailings, because we had done other
	MR. NEPPLE: Object to form.	19	Windstream mailings. And they gave me Windstream
	A. That may have been what the intent was,	20	mailings as well as other competitors that we've had
	but I was not part of those conversations.	21	since the beginning of the year.
	22 BY MR. LARSEN:	22	Q. And why did you ask for those documents?
	Q. Do you know who would have been part of	23	A. To familiarize myself on practices that
	that decision-making process on the return address?	24	Charter employed that I was not familiar with.
	A. I'm assuming Allison and Jen that were	25	Q. Did they give you any other documents in
	Page 01		Dawa 02
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1	this meeting?	1	marked for identification, as of this date.)
2	A. Allison and Jen?	2	A. (Witness reviews document.)
3	Q. Yes.	3	BY MR. LARSEN:
4	A. No.	4	Q. Exhibit No. 13 is an email string
5	Q. Did you ask them for any other documents	5	Bates-stamped Charter 1217 through 1220.
6	in this meeting?	6	Ms. Atkinson, have you seen these emails
7 8	A. No, just creative samples.Q. Other than the creative samples, did you	7 8	before today? A. I remember the communication with Jennifer
9	discuss anything with them in this meeting?	9	when she was talking about the monthly marketing
10	A. No.	10	review for small-/medium-sized business and
11	Q. So you didn't ask them about the colors	11	establishing that meeting, which was similar to the
12	we've been discussing today?	12	residential business.
13	A. No.	13	Q. So what is the SMB marketing team?
14	Q. You didn't ask them about the return	14	A. Jennifer Ingram leads a team that is
15	address?	15	focused on small- and medium-sized business. So it
16	A. No.	16	would be for it's powering Charter services for a
	Q. And you didn't ask them about any specific	17	business, bar, restaurant, nail salon, et cetera,
17		18	not for personal use.
17 18	language that was in the mailings?	1 -0	
	language that was in the mailings? A. The only thing that I was aware of was	19	Q. And is that something under your purview?
18			-
18 19	A. The only thing that I was aware of was	19	Q. And is that something under your purview?
18 19 20	A. The only thing that I was aware of was "important information enclosed for Windstream	19 20	Q. And is that something under your purview?A. Yes.
18 19 20 21	A. The only thing that I was aware of was "important information enclosed for Windstream customers," because the template was what was used	19 20 21	Q. And is that something under your purview?A. Yes.Q. So I'm looking at Jennifer's first email
18 19 20 21 22	A. The only thing that I was aware of was "important information enclosed for Windstream customers," because the template was what was used for Google and Allo and others prior to that.	19 20 21 22	Q. And is that something under your purview?A. Yes.Q. So I'm looking at Jennifer's first email to you on Charter 1218 where she refers to a SMB
18 19 20 21 22 23	A. The only thing that I was aware of was "important information enclosed for Windstream customers," because the template was what was used for Google and Allo and others prior to that. MR. LARSEN: Let's mark this Exhibit	19 20 21 22 23	Q. And is that something under your purview?A. Yes.Q. So I'm looking at Jennifer's first email to you on Charter 1218 where she refers to a SMB monthly marketing review call.

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1	Q. Is that a call that you participate in?	1	time is 11:16 a.m. We're going off the record.
2	A. I have, but I don't typically sit in on	2	(Recess was taken.)
3	those meetings. And that's what she is referencing,	3	THE VIDEOGRAPHER: The time is 11:23 a.m.
4	that she was letting me know they do this.	4	We're back on the record.
5	Q. If you look at your response on the bottom	5	MR. LARSEN: Let's mark this as Exhibit
6	of the first page. First line says, "Very nice. I	6	No. 14.
7	also believe that this information is extremely	7	(Charter Exhibit 14 was received and
8	helpful for sales teams."	8	marked for identification, as of this date.)
9	What are you referring to there?	9	BY MR. LARSEN:
10	A. It allows the sales or it enables our	10	Q. So No. 14 is an email Bates-stamped
11	sales organizations to be aware of marketing efforts	11	Charter 9885.
12	and campaigns that we put into markets. So it's an	12	Have you seen this document before?
13	opportunity for us to have that conversation and	13	A. (Witness reviews document.) I have not.
14	awareness of different initiatives that we may be	14	Q. Do you know who Sarah Blechner is?
15	doing. And I reference that I'd like to do that for	15	A. She works on my team.
16	general market and multicultural segments.	16	Q. And do you know who Lauren McGarry is?
17	Q. So how is the SMB team different than the	17	A. I do not.
18	sales team?	18	Q. I see her email address is at
19	A. Well, the SMB team that's referenced here	19	@wearlift.com.
20	is the marketing team that specifically does	20	Do you know what "wearlift" means?
21	marketing effort or marketing communications to	21	A. I believe it's one of our agencies, but I
22	the small- and medium-sized business owner.	22	am not familiar with them personally.
23	MR. LARSEN: All right. Let's go off the	23	Q. Same thing with Jon Fast, jon@wearlift, do
24	record.	24	you know who that is?
25	THE VIDEOGRAPHER: Stand by, please. The	25	A. No.
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		1	rage 50
1		1	
1 2	Q. You see a reference here to April emails?	1 2	Q. Do you know if those documents have been
	Q. You see a reference here to April emails?A. Yes.	2	Q. Do you know if those documents have been produced in this case?
2	Q. You see a reference here to April emails?A. Yes.Q. Are you aware of an email advertising		Q. Do you know if those documents have been produced in this case?A. I do not.
2	Q. You see a reference here to April emails?A. Yes.Q. Are you aware of an email advertising campaign in April?	2 3	Q. Do you know if those documents have been produced in this case?A. I do not.Q. Did you have discussions with anyone on
2 3 4	Q. You see a reference here to April emails?A. Yes.Q. Are you aware of an email advertising campaign in April?A. I was not personally aware of that.	2 3 4	 Q. Do you know if those documents have been produced in this case? A. I do not. Q. Did you have discussions with anyone on your team about sending out emails referencing
2 3 4 5	Q. You see a reference here to April emails?A. Yes.Q. Are you aware of an email advertising campaign in April?	2 3 4 5	Q. Do you know if those documents have been produced in this case?A. I do not.Q. Did you have discussions with anyone on
2 3 4 5 6	Q. You see a reference here to April emails?A. Yes.Q. Are you aware of an email advertising campaign in April?A. I was not personally aware of that.Q. Are you aware of it now?	2 3 4 5 6	 Q. Do you know if those documents have been produced in this case? A. I do not. Q. Did you have discussions with anyone on your team about sending out emails referencing Windstream's bankruptcy? A. No.
2 3 4 5 6 7	 Q. You see a reference here to April emails? A. Yes. Q. Are you aware of an email advertising campaign in April? A. I was not personally aware of that. Q. Are you aware of it now? A. As I'm reading this, yes. Q. Okay. 	2 3 4 5 6 7	 Q. Do you know if those documents have been produced in this case? A. I do not. Q. Did you have discussions with anyone on your team about sending out emails referencing Windstream's bankruptcy? A. No. Q. Is that something that would normally be
2 3 4 5 6 7 8	 Q. You see a reference here to April emails? A. Yes. Q. Are you aware of an email advertising campaign in April? A. I was not personally aware of that. Q. Are you aware of it now? A. As I'm reading this, yes. 	2 3 4 5 6 7 8	 Q. Do you know if those documents have been produced in this case? A. I do not. Q. Did you have discussions with anyone on your team about sending out emails referencing Windstream's bankruptcy? A. No.
2 3 4 5 6 7 8	 Q. You see a reference here to April emails? A. Yes. Q. Are you aware of an email advertising campaign in April? A. I was not personally aware of that. Q. Are you aware of it now? A. As I'm reading this, yes. Q. Okay. THE COURT REPORTER: I'm sorry. What was 	2 3 4 5 6 7 8	 Q. Do you know if those documents have been produced in this case? A. I do not. Q. Did you have discussions with anyone on your team about sending out emails referencing Windstream's bankruptcy? A. No. Q. Is that something that would normally be within your purview?
2 3 4 5 6 7 8 9	 Q. You see a reference here to April emails? A. Yes. Q. Are you aware of an email advertising campaign in April? A. I was not personally aware of that. Q. Are you aware of it now? A. As I'm reading this, yes. Q. Okay. THE COURT REPORTER: I'm sorry. What was the answer? 	2 3 4 5 6 7 8 9	 Q. Do you know if those documents have been produced in this case? A. I do not. Q. Did you have discussions with anyone on your team about sending out emails referencing Windstream's bankruptcy? A. No. Q. Is that something that would normally be within your purview? A. It's worked on from the team that reports
2 3 4 5 6 7 8 9 10	 Q. You see a reference here to April emails? A. Yes. Q. Are you aware of an email advertising campaign in April? A. I was not personally aware of that. Q. Are you aware of it now? A. As I'm reading this, yes. Q. Okay. THE COURT REPORTER: I'm sorry. What was the answer? THE WITNESS: As I'm reading this, yes. 	2 3 4 5 6 7 8 9 10	Q. Do you know if those documents have been produced in this case? A. I do not. Q. Did you have discussions with anyone on your team about sending out emails referencing Windstream's bankruptcy? A. No. Q. Is that something that would normally be within your purview? A. It's worked on from the team that reports to me, but I'm not engaged in all of the tactical
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Page 97 1 A. Yes, for small/medium business specific to that group. 3 Q. Are you aware of whether any emails went out concerning Windstream's bankruptcy for groups in addition to small/medium business? 6 A. I don't have personal knowledge of that. 7 Q. Is that typically something you would have personal knowledge of? 9 A. In general, I know email campaigns are personal knowledge of? 10 done, but I don't know if it would have happened specific to Windstream. 11 MR. LARSEN: Exhibit No. 15. 12 (Charter Exhibit 15 was received and marked for identification, as of this data;) 13 (Charter Exhibit 15 was received and marked for identification, as of this data;) 14 marked for identification, as of this data;) 15 BYMR LARSEN: 16 (Charter I421. 17 Q. Exhibit No. 15 is an email Bates-stamped 18 Charter I421. 18 Have you seen this document before today? 20 A. I have not. 21 Q. Look at the initial email in the thread 22 from Amy Kim. 22 from Amy Kim. 23 A. Yes. 24 Q. Do you know who Amy Kim is? 25 A. Yes, she is one of my directors who 26 doing? 7 A. In this case, yes. 8 Q. Is that a cypical ask, that somebody in the SMB would ask for what the other mailings look like? 12 ask, because I just saw this and it's -one is targeting a comsumer directly and the other is targeting a small business. Say and life other is targeting a small business. Say and life other is targeting a small business. Say and life other is targeting a small business. Say and life other is targeting a small business. Say and life other is targeting a small business. Say and life other is targeting a small business. Say and life other is targeting a small business. Say and life other is targeting a small business. Say and life other is targeting a small business. Say and life other is targeting a small business. Say and life other is targeting a small business. Say and life other is targeting a small business. Say and life other is targeting a small business. Say and life other is targeting a small business. Say and life other is t		250 Pg 26	ot 38	5
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10 And, again, just to be clear, template is 11 A. I don't actually know if it's a typical 12 ask, because I just saw this and it's one is 13 targeting a consumer directly and the other is 14 targeting a small business, so a different message 15 and we have different offers. 16 MR. LARSEN: Exhibit No. 16. 17 (Charter Exhibit 16 was received and) 10 And, again, just to be clear, template is 11 very standard. I had seen the template before, so I 12 just want to 13 Q. Understood. 14 A clarify that statement. 15 Q. You hadn't seen the specific 16 A. Correct. 17 Q language with "Windstream" in it?		8 Q. Is that a typical ask, that somebody in	8	they had already been mailed out?
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17 (Charter Exhibit 16 was received and 17 Q language with "Windstream" in it?				•
±0 marked for identification, as of this date 1 = 1 ±0 A Correct				
_		,		_
19 A. (Witness reviews document.) 19 Q. And just to follow up, after the I'll 20 BY MR. LARSEN: 20 just read the whole thing.		, , , , , , , , , , , , , , , , , , ,		- · · ·
20 BY MR. LARSEN: 20 Just read the whole thing. 21 Q. Exhibit No. 16 is Bates-stamped 21 "Windstream customers, don't risk losing				v v
22 Charter 1422, 1423. I think this was an attachment 22 your Internet and TV services. Windstream has filed		, , , , , , , , , , , , , , , , , , ,		<u> </u>
23 to the last email. That's the way they were 23 for Chapter 11 bankruptcy, which means uncertainty."		•		
		to the fact chain. That is the way they were	1 -5	101 Chapter 11 Canarapte, which means uncertainty.
1 - 2 y our same or many an extension of the contract of the c		24 produced, at least.	24	Do you know who, if anyone, at Charter was
25 Have you seen these documents before: 25 the one that came up with that language:		produced, at least.Have you seen these documents before?	24 25	Do you know who, if anyone, at Charter was the one that came up with that language?



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	Page 105		Page 106
1	on May 1, 2019. This is Media Unit No. 3.	1	MR. NEPPLE: Yeah, I my belief is that
2	Back on the record.	2	he's going to talk about direct sales.
3	BY MR. LARSEN:	3	Can I
4	Q. Okay. Ms. Atkinson, do you have	4	THE WITNESS: Yes.
5	Exhibit 18 in front of you?	5	MR. LARSEN: Do you want to go off the
6	A. Yes, I do.	6	record?
7	Q. Okay. This is an email string	7	MR. NEPPLE: Yeah, can we go off the
8	Bates-stamped Charter 9899 through 9904. I don't	8	record?
9	think you're copied on these emails.	9	MR. LARSEN: Go ahead.
10	But have you seen this document before	10	THE VIDEOGRAPHER: Stand by. The time is
11	today?	11	11:45. We're going off the record.
12	A. I have not.	12	(Recess was taken.)
13	Q. And there's references to direct sales	13	THE VIDEOGRAPHER: The time is 11:45 a.m.
14	fliers in these emails.	14	We're back on the record.
15	Do you have any knowledge of what, if any,	15	BY MR. LARSEN:
16	direct sales flyers may have gone out as part of	16	Q. You can set that aside. Thank you. You
17	this campaign?	17	could just keep that in front of you, though. I
18	A. I do not.	18	mean, no I'm sorry. Yes, set it where you were
19	Q. Okay. Is it your understanding that	19	going set it. My apology.
20	Mr. Dardis is going to testify to those subjects?	20	A. (Witness complies.)
21	A. That is my understanding.	21	MR. LARSEN: Exhibit No. 19.
22	MR. LARSEN: Counsel, is that correct?	22	(Charter Exhibit 19 was received and
23	I'll just save everybody time. I'm not going	23	marked for identification, as of this date.)
24	to ask her if somebody else is going to testify	24	A. (Witness reviews document.)
25	about it.	25	The (Whitess Te Views declaries)
	Page 107		Page 108
1	BY MR. LARSEN:	1	Do you see that?
2	Q. Exhibit No. 19 are some documents	2	A. This, yes.
3	Bates-stamped WIN 56 through 61. And the first	3	Q. And to your knowledge, is this a copy of
4	the first page says "Exhibit 10" and the second page	4	an advertisement that was sent out by Charter?
5	is a letter dated March 21, 2019.	5	A. This is a copy of the creative mailing, as
6	Ms. Atkinson, have you seen this letter	6	I understand it.
7	dated March 21, 2019?	7	Q. When Mr. Leonard brought this letter to
8	A. I recall I saw it, just the letter, but I	8	your attention, what, if anything, did you did
9	didn't read it in detail. It was brought to me by	9	the two of you discuss?
10	Joe Leonard.	10	A. We discussed the statement which says
11		11	"uncertainty" and we just made a revision to the
12	Q. And when did Mr. Leonard bring this to you?	12	letter to just make the simple statement Windstream
13	A. When our attorneys provided it to him and	13	has filed for Chapter 11 bankruptcy.
14	A. When our attorneys provided it to him and said we had received this.	14	
			Q. Let's take a step back.
15	MR. NEPPLE: Well, do not divulge. Thank	15	Do you recall where you were when you had this discussion with Mr. Leonard?
16 17	you.	16	
17	Go ahead.	17	A. I don't, actually. It wasn't a formal
18	BY MR. LARSEN:	18	meeting. It was in the it was in the Charter
19	Q. Do you remember the approximate date when	19	offices.
20	Mr. Leonard brought this letter to your attention?	20	Q. So was it a face-to-face discussion, to
21	A. It was late March. I don't remember the	21	the best of your recollection?
22	exact date.	22	A. Yes.
23	Q. And if you turn two more pages, there's an	23	Q. And can you can you recall the gist of
24	attachment to the letter, which looks like an	24	what he said to you about this letter?
25	advertisement. It's page Bates-stamped 59.	25	A. He just said that we were we had
		1	

Page 109 Page 110 mailings that were continual through the whole 1 changes that Mr. Leonard discussed with you? 2 month. He said we are taking out any subjective 2 A. It's not my specific responsibility. It 3 3 copy and we're just stating that they filed for is that of my team, yes. 4 Chapter 11 bankruptcy. And that was the extent of Q. And did you have any follow-up meetings 4 5 with your team after this discussion with our conversation. Q. Did you ask him any questions about it? 6 Mr. Leonard? 7 7 A. No. It was a very brief conversation. A. No. 8 8 Q. Did you keep a copy of the letter when you Q. So do you know if the correct persons on 9 your team were ever notified of what changes needed 9 left the meeting? 10 to be made? 10 A. No. I did not have this letter. 11 Q. Did he show it to you in the meeting or 11 A. My understanding is that if one of my 12 leaders says they're making a change, that it did he just mention that we got a letter? 12 13 happens. I don't -- I didn't follow up. 13 A. I think he just mentioned we got a letter. 14 Q. I'm just trying to figure out how it got 14 I can't recall. 15 from Mr. Leonard to one of the leaders on your team. 15 Q. Was there any subsequent time when you 16 Did you have a discussion with someone on 16 actually sat down and read this letter? 17 your team saying, hey, I spoke to Mr. Leonard and we 17 A. No, not until now. 18 need to make these changes to the advertisements? 18 Q. So did Mr. Leonard give you -- did you 19 19 have something you were supposed to do in response 20 Q. Okay. Are you aware of anyone who spoke 20 to this letter? 21 to the people on your team saying, hey, directions 21 A. No, he was just updating me that the 22 from above, we need to make some changes? 22 mailing would have a slight change to the creative 23 A. Well, Allison works for Joe. So my 23 and that it was continuing on as planned. 24 assumption is that he would have communicated to her 24 Q. And was it your responsibility to make 25 and she would have talked to the agency. 25 sure that the -- that the new mailings made the Page 112 Page 111 Q. Did he tell you that's what he was going A. I don't know the timing of that. I just 1 1 to do? 2 2 know we had several waves of mail. 3 A. No. 3 Q. Did you ever ask anyone, hey, I understand 4 Q. Did you ever follow up with Allison and 4 we're making some changes to these advertisements, ask her, Did you talk to Joe about this letter we 5 I'd like to see them before they're sent out? 6 A. No. A. No. 7 Q. Any reason why not? Q. Did you ever follow up with Allison and 8 8 A. 60 million pieces of mail a month with 9 ask, Did we make the changes to the advertisements 9 hundreds of different versions. 10 that Joe wanted? 10 Q. Do you recall anything else that was said A. No. 11 11 in this discussion between you and Joe other than 12 Q. Did you ever see any of the revised 12 what you've already testified to? 13 advertisements that went out? 13 A. Other than it's a factual statement and we 14 14 A. I saw the one piece of the next mailing, would just be very factual. And that was the only 15 next wave of mailings, which it just says Windstream 15 comment. 16 had just filed for Chapter 11 bankruptcy. 16 Q. And who said that about the factual 17 Q. And when did you see those? 17 statement? 18 A. It would have been late March, beginning 18 A. Joe. 19 of April. I don't have the exact date. 19 Q. So he said to you, We need to make sure 20 Q. Would it have been after the fact, after 20 the advertisements have factual statements? I don't 21 they were already sent out? 21 want to put words in his mouth. I'm just trying to A. Yes. After this had been sent out, this 2.2 understand --2.2 23 version, not the updated version. 23 A. No --24 Q. Okay. So did you see a copy of the 2.4 Q. -- the best of your recollection. 25 updated version before it was sent out? 25 A. -- he just simply said, We are making a

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	Page 113		Page 114
1	copy change, it will be very it will be factual.	1	Q. Did you ask anyone about this letter to
2	Q. Do you recall anything else he said other	2	prepare for this deposition today?
3	than that, I mean other than what you've already	3	A. No.
4	testified to?	4	Q. If you look at the fourth paragraph of
5	A. No.	5	this letter, it says, "Most concerning is the fact
6	Q. Was anyone else present at this meeting	6	that some of our customers, upon receiving the
7	with you and Joe?	7	targeted mail-outs, called Spectrum to inquire and
8	A. No.	8	were told by Spectrum that they 'have a contract
9	Q. Did you tell anyone else about this	9	with Windstream to buy us out."
10	meeting following the meeting?	10	Were you aware that Windstream was making
11	A. No, not to my recollection. It would have	11	these claims?
12	been a very brief conversation. It was a very brief	12	A. No.
13	conversation.	13	Q. So did you have any discussions with
14	Q. In that same exhibit, if you flip through,	14	anyone at Charter about the fact that Windstream is
15	page WIN 60, there's another letter attached here,	15	claiming that Spectrum is saying they have a
16	dated March 26, 2019.	16	contract with Windstream to buy them out?
17	Have you seen this March 26, 2019, letter	17	A. No.
18	before?	18	MR. LARSEN: Exhibit No. 20.
19	A. No.	19	(Charter Exhibit 20 was received and
20	Q. So this is the first time you're seeing it	20	marked for identification, as of this date.)
21	today?	21	A. (Witness reviews document.)
22	A. Yes.	22	BY MR. LARSEN:
23	Q. Did anyone at Charter inform you that a	23	Q. Exhibit No. 20 is an email string
24	subsequent letter was sent by Windstream's counsel?	24	Bates-stamped Charter 6254 to 6255.
25	A. Not that I recall.	25	Have you seen these emails before today?
	The Trot that I recall.		That's you seen these chains before today.
	Page 115		Page 116
_	Page 115		Page 116
1	A. I have not.	1	Q. And in Jennifer Smith's email, third line
2	A. I have not.Q. So the first email from Jennifer Smith, it	2	Q. And in Jennifer Smith's email, third line says "Summary," underlined. Then it says, "We need
2	A. I have not.Q. So the first email from Jennifer Smith, it says, "Hi, Erin and Pete. We need to update	2	Q. And in Jennifer Smith's email, third line says "Summary," underlined. Then it says, "We need to soften the 'uncertainty' claims for any future
2 3 4	A. I have not. Q. So the first email from Jennifer Smith, it says, "Hi, Erin and Pete. We need to update Windstream messaging on the 4/22 letter."	2 3 4	Q. And in Jennifer Smith's email, third line says "Summary," underlined. Then it says, "We need to soften the 'uncertainty' claims for any future mailers."
2 3 4 5	A. I have not. Q. So the first email from Jennifer Smith, it says, "Hi, Erin and Pete. We need to update Windstream messaging on the 4/22 letter." Do you see that?	2 3 4 5	Q. And in Jennifer Smith's email, third line says "Summary," underlined. Then it says, "We need to soften the 'uncertainty' claims for any future mailers." Are you aware that there was a an
2 3 4 5 6	 A. I have not. Q. So the first email from Jennifer Smith, it says, "Hi, Erin and Pete. We need to update Windstream messaging on the 4/22 letter." Do you see that? A. Yes. 	2 3 4 5 6	Q. And in Jennifer Smith's email, third line says "Summary," underlined. Then it says, "We need to soften the 'uncertainty' claims for any future mailers." Are you aware that there was a an effort to soften the uncertainty claims for any
2 3 4 5 6 7	 A. I have not. Q. So the first email from Jennifer Smith, it says, "Hi, Erin and Pete. We need to update Windstream messaging on the 4/22 letter." Do you see that? A. Yes. Q. Were you involved in updating the 	2 3 4 5 6 7	Q. And in Jennifer Smith's email, third line says "Summary," underlined. Then it says, "We need to soften the 'uncertainty' claims for any future mailers." Are you aware that there was a an effort to soften the uncertainty claims for any future mailers?
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2 3 4 5 6 7 8	 A. I have not. Q. So the first email from Jennifer Smith, it says, "Hi, Erin and Pete. We need to update Windstream messaging on the 4/22 letter." Do you see that? A. Yes. Q. Were you involved in updating the Windstream messaging on the 4/22 letter? A. I was not personally involved, no. 	2 3 4 5 6 7 8	Q. And in Jennifer Smith's email, third line says "Summary," underlined. Then it says, "We need to soften the 'uncertainty' claims for any future mailers." Are you aware that there was a an effort to soften the uncertainty claims for any future mailers? A. It wasn't framed that way to me, but it was along the lines of what Joe said to me, we're
2 3 4 5 6 7 8 9	A. I have not. Q. So the first email from Jennifer Smith, it says, "Hi, Erin and Pete. We need to update Windstream messaging on the 4/22 letter." Do you see that? A. Yes. Q. Were you involved in updating the Windstream messaging on the 4/22 letter? A. I was not personally involved, no. Q. Were you aware that this was occurring at	2 3 4 5 6 7 8 9	Q. And in Jennifer Smith's email, third line says "Summary," underlined. Then it says, "We need to soften the 'uncertainty' claims for any future mailers." Are you aware that there was a an effort to soften the uncertainty claims for any future mailers? A. It wasn't framed that way to me, but it was along the lines of what Joe said to me, we're changing the language to make the statement of
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2 3 4 5 6 7 8 9 10 11	A. I have not. Q. So the first email from Jennifer Smith, it says, "Hi, Erin and Pete. We need to update Windstream messaging on the 4/22 letter." Do you see that? A. Yes. Q. Were you involved in updating the Windstream messaging on the 4/22 letter? A. I was not personally involved, no. Q. Were you aware that this was occurring at the time? A. This would have been to your earlier	2 3 4 5 6 7 8 9 10 11	Q. And in Jennifer Smith's email, third line says "Summary," underlined. Then it says, "We need to soften the 'uncertainty' claims for any future mailers." Are you aware that there was a an effort to soften the uncertainty claims for any future mailers? A. It wasn't framed that way to me, but it was along the lines of what Joe said to me, we're changing the language to make the statement of bankruptcy. Q. Are you aware of whether anyone at Charter
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2 3 4 5 6 7 8 9 10 11 12 13	A. I have not. Q. So the first email from Jennifer Smith, it says, "Hi, Erin and Pete. We need to update Windstream messaging on the 4/22 letter." Do you see that? A. Yes. Q. Were you involved in updating the Windstream messaging on the 4/22 letter? A. I was not personally involved, no. Q. Were you aware that this was occurring at the time? A. This would have been to your earlier question about Joe, when he when he said we were changing some of the verbiage. But this is the SMB	2 3 4 5 6 7 8 9 10 11 12 13	Q. And in Jennifer Smith's email, third line says "Summary," underlined. Then it says, "We need to soften the 'uncertainty' claims for any future mailers." Are you aware that there was a an effort to soften the uncertainty claims for any future mailers? A. It wasn't framed that way to me, but it was along the lines of what Joe said to me, we're changing the language to make the statement of bankruptcy. Q. Are you aware of whether anyone at Charter informed Windstream of any changes they would make to future advertisements?
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	Page 117		Page 118
1	BY MR. LARSEN:	1	topic?
2	Q. Exhibit No. 21 is an email string	2	A. No.
3	Bates-stamped Charter 6319 to 6325.	3	MR. LARSEN: Exhibit No. 22.
4	Ms. Atkinson, have you seen these	4	(Charter Exhibit 22 was received and
5	documents before today?	5	marked for identification, as of this date.)
6	A. I believe a portion of it is in with one	6	A. (Witness reviews document.)
7	of the other exhibits, but this is the first time	7	BY MR. LARSEN:
8	I've seen this, before today.	8	Q. Exhibit No. 22 is an email Bates-stamped
9	Q. Okay. Yeah, this looks like a follow-up	9	Charter 881 strike that Bates-stamped
10	on that exhibit concerning emails; is that correct?	10	Charter 8116.
11	A. Yes. Yes.	11	Have you seen this document before today?
12	Q. And if I recall your testimony, you never	12	A. I had not. I have not.
13	saw any of these emails before they went out; is	13	Q. This email says, "Hi, Geoff. Per our
14	that correct?	14	conversation, print status of the GM 4/22 thick card
15	A. Correct.	15	Windstream competitive versions is attached."
16	Q. And were you ever aware of any discussions	16	Do you know what a "thick card" refers to
17	about changes that needed to be made to any emails	17	in this context?
18	before they went out?	18	A. It would be a creative template that
19	A. I would I know there's a creative	19	that's nicknamed "thick card."
20	process that goes back and forth, so my knowledge is	20	Q. So it's like is it like a draft?
21	I'm aware that they go back and forth. But I was	21	A. It's a version, a template.
22	not aware of any of the content of those exchanges.	22	Q. Do you know who Robert Bala is?
23	Q. And in preparation for your testimony	23	A. He's one of the senior managers in direct
24	today, did you discuss the email advertisements with	24	marketing, the team that reports in to Geoff Boytos
25	anybody who would have had knowledge about that	25	on the email.
	Dago 110		
l .	Page 119	1	Page 120
	1 Q. So is this something within your purview	1 2	Dardis had been in front of the judge and the ruling
	Q. So is this something within your purview or a separate department?	2	Dardis had been in front of the judge and the ruling had come out to cease mail.
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Page 121 Page 122 were all pulled back and none of them went out? Is 1 Windstream documents or was it easier just to 2 that correct? 2 destroy everything? 3 3 A. That is my understanding. Everything that A. We went down to palettes which may have 4 had 10,000 pieces of mail and there could have been we were able to destroy was destroyed. MR. NEPPLE: Sorry. 5 one Windstream. We destroyed it that far. 6 MR. LARSEN: Bless you. 6 Q. Was there any effort to try to go in and 7 7 BY MR. LARSEN: see if you could just pull out the Windstream 8 8 Q. Do you know what date they were destroyed? documents instead of destroying everything? 9 9 A. Without looking at my calendar, I don't. A. There wasn't any real way to do that. It 10 10 I don't know offhand. was holding up our overall larger mail of about 11 Q. Okay. 11 20 million pieces. 12 Q. Do you know who -- I assume you weren't A. It was that same day, though. 12 13 the person talking to the printer directly? 13 Q. Sure. 14 A. I was not. 14 And was there an expense incurred in doing 15 Q. Okay. Do you know who was in charge of this? 15 16 that? 16 A. Yes. 17 A. It would be Geoff Boytos. 17 Q. Do you know what that expense was? 18 Q. Okay. Did you ever have any personal 18 A. It was close to -- I don't have the exact 19 discussions with Mr. Boytos about this? number, but it was close to 800-, \$900,000 of 19 20 A. I did. I wanted to -- I needed to find 20 production costs. 21 out where we were in the status and our ability to 21 Q. And what goes into production costs? 22 identify and pull the mail. 22 A. The purchase of the paper, the services of 23 Q. And when did you have that discussion with 23 the printer to collate and get it ready to be 24 him? 24 shipped to the post office. 25 A. The day that the judge made the ruling. 25 Q. And was any efforts made to pull out the Page 123 Page 124 Q. And what did he say? A. (Witness reviews document.) I have not. 1 A. He said he would connect with the printer 2 Q. This says, "Hi, Geoff. Joe Leonard 3 immediately and look to size it, because it was 3 indicated that it's not necessary to delay 4/22 4 4 hundreds of palettes. So he didn't have an answer Windstream mail, per Jon, and we should mail as for me at the moment. 5 originally planned." Q. And did he subsequently come back to you 6 Were you aware that Mr. Leonard had said and -- when it was finished, and tell you that 7 this to Mr. Bala? the -- everything had been destroyed? 8 8 A. I was not. 9 9 A. No, because he gave me an overview of what Q. Okay. Did you have any discussions with 10 it would entail with the million pieces of mail and 10 Geoff about this? 11 he left. It was in a status, a holding pattern 11 A. I don't -- there was no meeting. There 12 until we saw the judge's ruling, and then we made 12 may have been a question that was asked, but I the decision -- I made the decision to destroy all 13 13 didn't have any information from anyone telling me 14 14 the mail. that we had to delay this. 15 MR. LARSEN: Do one more exhibit and we'll 15 Q. Is it still your understanding that they 16 break for lunch, if it's okay. 16 were eventually destroyed? 17 MR NEPPLE: Sure 17 A. Yes. I made that call. MR. LARSEN: Exhibit No. 23. 18 18 Q. Okay. Did you have any understanding at (Charter Exhibit 23 was received and 19 the time that there was some discussion about 20 marked for identification, as of this date.) 20 whether they needed to be pulled back or not? BY MR. LARSEN: 21 21 A. I had not had that conversation. There Q. Exhibit No. 23 is an email Bates-stamped 2.2 2.2 was some confusion in the department and primarily, 23 Charter 8573. 23 you know, are we supposed to make any other creative 24 Ms. Atkinson, have you seen this document 24 changes, because we hadn't done a creative change 25 before today? 25 before. I wasn't part of those conversations, but I

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		Page 125		Page 126
	1	knew there was some confusion in the department.	1	there are currently any mailings going out that
	2	Q. So Exhibit No. 22, that email is 4/5/2019.	2	reference Windstream?
	3	Exhibit No. 23 is 4/8/2019.	3	A. To my knowledge, no.
	4	Do you recall when you learned that the	4	Q. Are you aware of whether there are
	5	documents had actually been destroyed?	5	currently any emails that are going out representing
	6	A. The mail?	6	Windstream?
	7	Q. Yes.	7	A. To my knowledge, no.
	8	A. It was the day the judge made the ruling.	8	Q. How about any phone calls going out that
	9	It was within about a few hours.	9	reference Windstream?
	10	MR. LARSEN: All right. Off the record.	10	A. To my knowledge, no.
	11	THE VIDEOGRAPHER: Stand by. The time is	11	Q. Okay. And do you know whether there are
	12	12:15 p.m. We're going off the record.	12	any door-to-door campaigns currently happening that
	13	(At 12:15 p.m. a luncheon recess was	13	reference Windstream?
	14	taken.)	14	A. To my knowledge, no.
	15	(At 1:05 p.m. the deposition resumes.)	15	Q. And to all those categories we've just
	16	************	16	discussed, are you aware of whether there are any
	17	AFTERNOON SESSION	17	plans for such campaigns to start up again in the
	18	**********	18	future?
	19	THE VIDEOGRAPHER: The time is the time	19	A. We go after all of our homes passed in
	20	is 1:05 p.m. We're back on the record.	20	terms of marketing and sales efforts, so at some
	21	CONTINUED EXAMINATION	21	point. And it could be part of what is happening
	22	BY MR. LARSEN:	22	now, that there are activities, but they're not
	23	Q. Good afternoon.	23	calling out Windstream, to my knowledge.
	24	A. Good afternoon.	24	Q. Got it.
	25	Q. Ms. Atkinson, are you aware of whether	25	So mailers may be going out to homes that
	1	Page 127	1	Page 128
	1 2	are Windstream customers, but those mailers don't	1 2	service." It was a general Google search.
ı	2	are Windstream customers, but those mailers don't reference the word "Windstream."	2	service." It was a general Google search. Q. Is it your understanding that the mailers
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I	2	are Windstream customers, but those mailers don't reference the word "Windstream." Is that your understanding? A. Correct.	2 3 4	service." It was a general Google search. Q. Is it your understanding that the mailers were sent everywhere that Windstream has a footprint?
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	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	are Windstream customers, but those mailers don't reference the word "Windstream." Is that your understanding? A. Correct. Q. Do you know the geographic area that the mailings were sent that reference Windstream? A. I have a general idea, but I don't have specifics on it. Q. Can you tell me what you know, please? A. North Carolina, Florida, Missouri, St. Louis. I actually don't have a lot more detail. Q. Do you know who would have that information? A. Our competitive intelligence team that looks at all competition in our footprint. Q. And did you have any discussions with them to prepare for your testimony today? A. No. Q. Did you have any discussions with anybody on the topic of the geographic location of where the	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	service." It was a general Google search. Q. Is it your understanding that the mailers were sent everywhere that Windstream has a footprint? A. I don't actually know the answer to that. I know that it covered where they were in our footprint. Q. Okay. A. But I can't clarify on that. Q. So is it your understanding that mailers were sent everywhere there was an overlap between Windstream's footprint and your footprint? A. It's my understanding that that is how we targeted it. Q. Is it your understanding that that was something specific for this particular campaign or is that something that happens in all campaigns? A. All campaigns. Q. Do you know how many advertisements were sent out that referenced Windstream? A. Which mailing? Q. Sure.
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Page 129

A. On average, I believe it was a little over 800,000. But I don't have a specific number.

O. Sure.

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4 And where did you get that 800,000 number?

A. That was part of -- when we had to make the destruction of mail, I had them pull how much mail was out there and that's where I got that

8 number. So that was specific to the decision on 9 destroying the mail as well. That's where that

10 number came up.

11

Q. So the ones that were destroyed, that was -- that was after an initial round of mailings 12

13 had already gone out, correct?

14 A. Correct.

Q. And is it your understanding that the 15 16 second round of mailings that were pulled back, they 17 were going to the exact same addresses as the first 18 round?

19 A. I don't actually know the detailed answer 20 to that. It would have been the -- a similar pool.

21 Q. If you had to go back and figure it out, 22 who would you ask to get that information?

23 A. In my marketing operations team, I have a 24 group that pulls data files for all of our

25 prospective customers, our prospects. Page 130

1 Q. Now, amongst those approximate 800,000 --2 and I understand it's approximate -- do you have an

3 idea of how many of those recipients were actual

4 Windstream customers other than just being in their 5 footprint?

6 A. I don't.

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Q. Do you have an estimate?

8 A. It would have been in the one court -- or

9 the document where it showed -- one of the

10 exhibits -- I don't recall which exhibit -- where

11 there was an overlap of where we had determined that 12

could be where they were operating. And so that's 13 where the -- where the file would have gone -- or

come from.

Q. And I understand that that's where they could be.

But is there a way that you have internally to know specifically this person at this address is a Windstream customer and I know that if I send the mailing there, it's going to go to a Windstream customer?

A. Not with a hundred percent certainty.

23 Q. So what kind of certainty do you have?

24 A. They could have -- the certainty we have is that they are in an area that's serviced by 25

Page 131

Windstream and it doesn't mean that they are a

Windstream customer.

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Q. Do you have some sort of industry standard or rule of thumb of knowing what percentage of people in that area would be Windstream customers?

A. I don't specifically have that detail, but it would be part of our competitive intelligence detail to make certain assumptions on that.

Q. And, again, if you wanted that information, you'd go back to the competitive

11 intelligence folks --

A. Yes.

13 O. -- and ask them?

14 A. Yes.

Q. And you didn't talk to any of those 15

16 competitive intelligence people to prepare for

17 responding to questions today?

A. I did not.

Q. And my understanding is that you're not

20 here today to answer questions about the

door-to-door campaign; is that correct? 21

A. That is correct. It's my understanding 2.2

23 Keith Dardis will cover that.

24 Q. Okay. And to clarify too, you're also not

25 here to answer any questions about the telephone Page 132

campaign?

A. The outbound telemarketing?

Q. Yes.

4 A. That's not my area.

5 Q. Okay. Okay. I just want to follow up.

I'm reading Topic No. 3, which says --

A. In here?

Q. Yes.

A. Okay.

10 Q. -- "the use of the advertisements by

11 Charter, including any door-to-door campaign,

12 in-person solicitations, or telephone campaign."

13 And I think your counsel said -- or you and/or your

14 counsel said at the outset that you had partial

15 knowledge on that topic.

16

A. Yes.

17 Q. What knowledge do you have on Topic No. 3?

18 A. My knowledge on this was that I became 19 aware that Jennifer Ingram, in one of the exhibits

20 that you showed, that they were crafting a piece of 21

collateral for door-to-door. I was not aware of

22 that prior to seeing the documents. 23

Q. Okay. And does that exhaust your knowledge of Topic No. 3?

A. Other than the point that my team would

		01 30	Daga 124
	Page 133		Page 134
1	try to have similar language in terms of a	1	A. I personally would not.
2	cohesiveness and they would have been involved in	2	Q. Are you aware of whether anyone on your
3	in creating that.	3	team typically does that?
4	Q. And is there any standard strike that.	4	A. According to the exhibit, yes, they would
5	In general, when you do a campaign, is	5	have crafted those in consistency with any mailing,
6	there a way that you coordinate with the other teams	6	which is the request that they asked in the one
7	to try to have consistent messaging?	7	exhibit, to send over any residential.
8	A. Outside of collateral we produce, no.	8	Q. Sure. I was talking about just in
9	Q. And "collateral," does that mean the	9	general, not in this case.
10	mailer?	10	A. Right.
11	A. Yes.	11	Q. Is that your understanding too, in
12	Q. And collateral door-to-door, that would	12	general, that they would coordinate in that fashion?
13	mean the flier?	13	A. Yes.
14	A. Yes.	14	Q. Okay. And your understanding, in this
15	Q. Are those things usually identical or are	15	particular case, is there was that same
16	they different?	16	coordination?
17	A. I actually don't know if they're identical	17	A. I would assume so.
18	and I also don't know if they're different. They	18	Q. Okay. And turn to Topic No. 4.
19	would have, again, typically the price of the offer	19	A. Okay.
20	we have, they have contracts, we don't, just	20	Q. Again, this is one I think I was told
21	standard competitive intelligence.	21	you have partial knowledge on.
22	Q. And, in general, do you would you	22	A. No. 4 here?
23	review the fliers before they went out to ensure	23	Q. Yeah.
24	that they're, you know, similar to what you're doing	24	A. "Charter's customer service training
25	on the mailing?	25	relating to the advertisements and Windstream's
	Page 135		Page 136
1		1	
1	Chapter 11 filing."	1	relating to the Windstream advertisements?
2	Chapter 11 filing." Q. Yes.	2	relating to the Windstream advertisements? A. I am not.
2	Chapter 11 filing." Q. Yes. A. Uh-huh.	2 3	relating to the Windstream advertisements? A. I am not. Q. Did you inquire to see if they did?
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2 3 4 5	Chapter 11 filing." Q. Yes. A. Uh-huh. Q. Is that accurate, that you have some knowledge as to this topic?	2 3 4 5	relating to the Windstream advertisements? A. I am not. Q. Did you inquire to see if they did? A. No. Q. If you wanted to find out if they did or
2 3 4 5 6	Chapter 11 filing." Q. Yes. A. Uh-huh. Q. Is that accurate, that you have some knowledge as to this topic? A. I would have some knowledge.	2 3 4 5 6	relating to the Windstream advertisements? A. I am not. Q. Did you inquire to see if they did? A. No. Q. If you wanted to find out if they did or not, who would you ask?
2 3 4 5 6 7	Chapter 11 filing." Q. Yes. A. Uh-huh. Q. Is that accurate, that you have some knowledge as to this topic? A. I would have some knowledge. Q. Okay. Which parts of this topic would you	2 3 4 5 6 7	relating to the Windstream advertisements? A. I am not. Q. Did you inquire to see if they did? A. No. Q. If you wanted to find out if they did or not, who would you ask? A. This would be customer service is
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Chapter 11 filing." Q. Yes. A. Uh-huh. Q. Is that accurate, that you have some knowledge as to this topic? A. I would have some knowledge. Q. Okay. Which parts of this topic would you have the knowledge of? A. I I know that our customer service training is not specific to any particular competitor. It's a general overview of where we have advantages and may have detail on just those competitive advantages, price points, contracts, no contracts. Q. And are we talking about people on the phone that make the phone calls? A. In this case, customer service, I'm looking at it as we have a team that's called "customer service," which is separate from sales. Q. And what does that separate team that separate customer service team do?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	relating to the Windstream advertisements? A. I am not. Q. Did you inquire to see if they did? A. No. Q. If you wanted to find out if they did or not, who would you ask? A. This would be customer service is headed by Kip Mayo. Q. Kip, how do you spell his last name? A. M-A-Y-O. It's a woman. Q. Just like it sounds. All right. A. It's a woman. Q. Okay. And what is Ms. Mayo's position? A. Head of she's the executive vice president of customer service. Q. Do you have any knowledge of whether, in general when a new campaign goes out, whether the customer service people are made aware of it? A. In general, they know that we mail ongoing and across our whole footprint with hundreds of competitors. But to my knowledge, there isn't any
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Chapter 11 filing." Q. Yes. A. Uh-huh. Q. Is that accurate, that you have some knowledge as to this topic? A. I would have some knowledge. Q. Okay. Which parts of this topic would you have the knowledge of? A. I I know that our customer service training is not specific to any particular competitor. It's a general overview of where we have advantages and may have detail on just those competitive advantages, price points, contracts, no contracts. Q. And are we talking about people on the phone that make the phone calls? A. In this case, customer service, I'm looking at it as we have a team that's called "customer service," which is separate from sales. Q. And what does that separate team that separate customer service team do? A. Technical questions, billing, anything related to the customer's service of their account.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	relating to the Windstream advertisements? A. I am not. Q. Did you inquire to see if they did? A. No. Q. If you wanted to find out if they did or not, who would you ask? A. This would be customer service is headed by Kip Mayo. Q. Kip, how do you spell his last name? A. M-A-Y-O. It's a woman. Q. Just like it sounds. All right. A. It's a woman. Q. Okay. And what is Ms. Mayo's position? A. Head of she's the executive vice president of customer service. Q. Do you have any knowledge of whether, in general when a new campaign goes out, whether the customer service people are made aware of it? A. In general, they know that we mail ongoing and across our whole footprint with hundreds of competitors. But to my knowledge, there isn't any specific training done for those competitors. Q. And you don't know if there's any specific

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1	A. I do not know that.	1	no.
2	Q. If you turn to Category No. 6?	2	Q. Any reason why you didn't?
3	A. (Witness complies.) Here?	3	A. We have so many competitors. I mean, we
4	Q. Yeah. Same I'm turning. You're on the	4	have a broad range: AT&T, Verizon, Cincinnati Bell.
5	same page.	5	It goes on and on, so
6	A. Okay.	6	Q. What does that have to do with preparing
7	Q. Yeah. I'm looking at No. 6. It says	7	for this topic today?
8	"Charter's internal communications referring to	8	A. I didn't prepare for that specifically
9	Windstream's Chapter 11 filing."	9	because those aren't my areas.
10	Are you the person with the most knowledge	10	Q. I'm looking at Category No. 7. It says,
11	on that topic?	11	"All requests from Windstream customers to switch to
12	A. I would between Keith and I or in	12	Spectrum received by Charter from March 15, 2019, to
13	general?	13	the present."
14	Q. I'm saying: In general, are you the	14	MR. NEPPLE: And so we're clear, we're
15	witness today that's going to answer questions on	15	going to stand on our objection that we filed
16	that topic?	16	on here. We're not producing a designee on
17	A. Yes.	17	this because we see this as a damages issue.
18	Q. Okay. What did you do to prepare yourself	18	But you can inquire from both her and the next
19	to answer questions on this topic?	19	designee what they have personal knowledge of.
20	A. I actually, I didn't do anything.	20	But we are not producing a designee on 7.
21	Q. So did you did you ask anybody at	21	MR. LARSEN: Okay. Well, we'll mark that
22	Charter about what discussions they may have had	22	and
23	relating to the bankruptcy filing?	23	MR. NEPPLE: Sure.
24	A. No. Outside of the exhibits where I saw	24	MR. LARSEN: make whatever motions need
25	the bankruptcy filing and it was communicated to me,	25	to be made.
	Page 139		Page 140
	1 MR. NEPPLE: Sure.	1	up Charter's customer service and says, I would like
	2 BY MR. LARSEN:	2	to switch from my current provider to Charter.
	Q. Okay. So my understanding is, on Category	3	A. Yes.
	4 No. 7, you didn't sounds like you didn't do any	4	Q. Correct?
	5 independent research to prepare yourself for that	5	A. Correct.
	6 topic today; is that correct?	6	Q. When that happens and if the person
	7 A. That's correct.	7	switches from a specific other service like
	8 Q. Okay. Do you have any personal knowledge	8	Windstream, is that notated somewhere in Charter's
	9 as to that topic?	9	file so they know that we took a customer from
	10 A. I do not have any specifics on that.	10	Windstream?
	11 Q. Okay. If you wanted to find out the	11	A. Not to my knowledge.
	specifics, where would you go to find out?	12	Q. And, again, would the inbound sales
	A. I'm trying to think, actually. Our	13	organization be the people that would know that for
	inbound sales organization, who takes the actual	14	sure?
	calls, and our competitive intelligence team that I	15	A. I don't actually know the answer to that.
	mentioned, David Andreski, who had the who was in	16	Q. Okay. I'm now looking at Category No. 8,
	one of the exhibits.	17	which says, "All communications with present or
	Q. So do you have any knowledge of whether	18	potential customers referring to Windstream since
	when a customer happens to call up to switch,	19	March 15, 2019, including but not limited to,
	whether that's something that's noted internally?	20	communications referring to Windstream, Windstream's
	21 Strike that was a bad question.	21	Chapter 11 cases, Windstream's future, Windstream's
	22 A. Okay.	22	potentially going out of business or cutting off
	23 Q. Let me try to clarify.	23	services, or the Charter advertisements referring to
	24 A. Okay.	24	Windstream." And I think I also heard at the
	Q. So I would assume that often someone calls	25	beginning that you have partial knowledge as to
-			-

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	Page 141		Page 142
1	that.	1	typo.
2	Is that correct?	2	We've talked about RAPP, correct?
3	A. Yes.	3	A. Uh-huh. Yes.
4	Q. Okay. Which parts of this do you have	4	Q. Is there anyone other than RAPP that would
5	knowledge about?	5	fall under this category?
6	A. The direct mail campaign that we sent out,	6	A. The printer, Quad, that's in the exhibit.
7	and then, just today, in the exhibits, the details	7	We have other agencies that do TV, radio, other
8	around collateral that may have been developed.	8	things, but not pertaining to this.
9	O. Just to be clear I think I know what it	9	Q. Are you aware of whether there have been
10	means. But can you define what "collateral" means?	10	any advertisements on TV or radio relating to
11	A. Any material that could be used to show a	11	Windstream specifically?
12	customer comparative offering for our products and	12	A. I know there is nothing on TV. I'm not
13	services.	13	sure about the radio.
14	Q. So a direct mailer and a flier are both	14	O. And who would know about the radio?
15	collateral?	15	A. It would be within my team, Joe Leonard.
16	A. Yes, they could be considered that.	16	Q. And is there a separate team that does
17	Q. Is there anything else that would fall	17	that works on radio?
18	under the definition of "collateral"?	18	A. There is. It is an in-house creative team
19	A. Not in that category. I say that because	19	for the majority of those campaigns. They would
20	we do television and radio, but that's not	20	create a script.
21	collateral. They're assets.	21	Q. And you're not involved in that?
22	Q. I'm looking at Category No. 9: "The	22	A. It's in my team
23	identities of all third parties, agents, or	23	Q. Okay.
24	entities, hired or engaged by Charter to create or	24	A but I am not personally involved in it.
25	produce any the [sic] advertisements." This is a	25	Q. But you supervise the people that do it?
23	produce any the [sie] advertisements. This is a	23	Q. But you supervise the people that do it:
	Daga 142		Daga 144
	Page 143		Page 144
1	A. Yes, for that team.	1	I mentioned earlier.
2	A. Yes, for that team.Q. And are did you strike that.	2	I mentioned earlier. Q. Did you talk to anybody in your team
2 3	A. Yes, for that team.Q. And are did you strike that.Are you aware of whether there was any	2	I mentioned earlier. Q. Did you talk to anybody in your team about, you know, where this information came from or
2 3 4	 A. Yes, for that team. Q. And are did you strike that. Are you aware of whether there was any radio campaigns done for the advertisements 	2 3 4	I mentioned earlier. Q. Did you talk to anybody in your team about, you know, where this information came from or the process of how it was developed?
2 3 4 5	A. Yes, for that team. Q. And are did you strike that. Are you aware of whether there was any radio campaigns done for the advertisements referring to Windstream?	2 3 4 5	I mentioned earlier. Q. Did you talk to anybody in your team about, you know, where this information came from or
2 3 4	 A. Yes, for that team. Q. And are did you strike that. Are you aware of whether there was any radio campaigns done for the advertisements referring to Windstream? A. To my knowledge, there was not. 	2 3 4 5 6	I mentioned earlier. Q. Did you talk to anybody in your team about, you know, where this information came from or the process of how it was developed? A. No. They assume I understand. It's with the agency.
2 3 4 5 6 7	 A. Yes, for that team. Q. And are did you strike that. Are you aware of whether there was any radio campaigns done for the advertisements referring to Windstream? A. To my knowledge, there was not. Q. Okay. And is that something you would 	2 3 4 5 6 7	I mentioned earlier. Q. Did you talk to anybody in your team about, you know, where this information came from or the process of how it was developed? A. No. They assume I understand. It's with the agency. Q. And did you talk to anybody at RAPP about
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2 3 4 5 6 7	 A. Yes, for that team. Q. And are did you strike that. Are you aware of whether there was any radio campaigns done for the advertisements referring to Windstream? A. To my knowledge, there was not. Q. Okay. And is that something you would likely know about if there was? A. I would likely know about it. 	2 3 4 5 6 7	I mentioned earlier. Q. Did you talk to anybody in your team about, you know, where this information came from or the process of how it was developed? A. No. They assume I understand. It's with the agency. Q. And did you talk to anybody at RAPP about how this came about? A. No.
2 3 4 5 6 7 8	 A. Yes, for that team. Q. And are did you strike that. Are you aware of whether there was any radio campaigns done for the advertisements referring to Windstream? A. To my knowledge, there was not. Q. Okay. And is that something you would likely know about if there was? A. I would likely know about it. Q. All right. Category No. 10 says, "The 	2 3 4 5 6 7 8 9	I mentioned earlier. Q. Did you talk to anybody in your team about, you know, where this information came from or the process of how it was developed? A. No. They assume I understand. It's with the agency. Q. And did you talk to anybody at RAPP about how this came about? A. No. Q. Do you believe this was something that was
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2 3 4 5 6 7 8 9 10 11	 A. Yes, for that team. Q. And are did you strike that.	2 3 4 5 6 7 8 9 10 11	I mentioned earlier. Q. Did you talk to anybody in your team about, you know, where this information came from or the process of how it was developed? A. No. They assume I understand. It's with the agency. Q. And did you talk to anybody at RAPP about how this came about? A. No. Q. Do you believe this was something that was developed in-house or something that RAPP developed? MR. NEPPLE: Object to form.
2 3 4 5 6 7 8 9 10	A. Yes, for that team. Q. And are did you strike that. Are you aware of whether there was any radio campaigns done for the advertisements referring to Windstream? A. To my knowledge, there was not. Q. Okay. And is that something you would likely know about if there was? A. I would likely know about it. Q. All right. Category No. 10 says, "The design of the envelope appended hereto as Exhibit B, including the decision to use the phrase 'important information for Windstream customers,' the color	2 3 4 5 6 7 8 9 10	I mentioned earlier. Q. Did you talk to anybody in your team about, you know, where this information came from or the process of how it was developed? A. No. They assume I understand. It's with the agency. Q. And did you talk to anybody at RAPP about how this came about? A. No. Q. Do you believe this was something that was developed in-house or something that RAPP developed? MR. NEPPLE: Object to form. BY MR. LARSEN:
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		Page 145		Page 146
	1	agency comes up with the specific language and then	1	read and sign Keith's portion.
	2	you approve or change?	2	THE VIDEOGRAPHER: Thank you.
	3	A. That's typically how it works, yes, unless	3	MR. NEPPLE: You can go off the record.
	4	there's a template that is being utilized.	4	THE VIDEOGRAPHER: The time is 1:30 p.m.
	5	THE COURT REPORTER: That is?	5	on May 1, 2019. This is the end of Media Unit
	6	THE WITNESS: Being utilized. We have	6	No. 3 and this completes the videotaped
	7	•	7	deposition of Kelly Atkinson.
		templates.		deposition of Keny Atkinson.
	8	BY MR. LARSEN:	8	(T')
	9	Q. And in this particular case, did you	9	(Time noted: 1:30 p.m.)
	10	give not you did Charter give RAPP the Google	10	
	11	template we've been talking about?	11	
	12	A. It's my understanding the team did use	12	KELLY ATKINSON
	13	that and they referenced it in several emails.	13	
	14	Q. In your understanding, did the Google	14	Subscribed and sworn to
	15	template have the same type of language, you know,	15	before me this day
	16	"Goodbye, Google; Hello, Charter," that type of	16	of 2019.
	17	thing in it?	17	
	18	A. I can't actually recall the exact language	18	
	19	on that. It does have a switch message.	19	
	20	MR. LARSEN: I don't think I have any	20	
	21	further questions of this witness.	21	
	22	MR. NEPPLE: Okay.	22	
	23	THE VIDEOGRAPHER: Okay. Counsel?	23	
	24	MR. NEPPLE: Oh. Yes. Okay. We'll	24	
	25	obviously read and sign her portion. And we'll	25	
		Page 147		Page 148
1		Page 147	1	Page 148
1	CT A TE	CERTIFICATE	1	ERRATA SHEET
2	STATE		1 2	
2		CERTIFICATE E OF CONNECTICUT	2	ERRATA SHEET VERITEXT LEGAL SOLUTIONS 330 OLD COUNTRY ROAD MINEOLA, NEW YORK 11501
2 3 4	I	CERTIFICATE E OF CONNECTICUT , ANGELA M. SHAW-CROCKETT, Notary Public, duly	2	ERRATA SHEET VERITEXT LEGAL SOLUTIONS 330 OLD COUNTRY ROAD MINEOLA, NEW YORK 11501 516-608-2400
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Debtor

Defendants' Designations and Counter Designations
Debtor Counter Designations

19-08246-rdd Doc 343-31 Filed 05/13/21 Entered 05/13/21 18:51:01 Item No. 251 Pg 2 of 20

Page 1		Pa	ige 2
IN THE UNITED STATES BANKRUPTCY COURT	1		
FOR THE SOUTHERN DISTRICT OF NEW YORK	2		
	3		
In re:	4		
WINDSTREAM HOLDINGS, INC., et al.,	5		
Debtors. Chapter 11	6		
Case No. 19-22312(RDD)	7		
WINDSTREAM HOLDINGS, INC., et al.,	8		
Plaintiffs,	9		
vs.	10		
CHARTER COMMUNICATIONS, INC. and	11		
CHARTER COMMUNICATIONS OPERATING, LLC,	12	May 1, 2019	
Defendants.	13	11:59 a.m.	
X	14		
** CONFIDENTIAL - ATTORNEYS' EYES ONLY **	15		
DEDOCITION OF MELLIT DARBIG	16	DEPOSITION of KEITH DARDIS, taken	by the
DEPOSITION OF KEITH DARDIS	17	Plaintiff, held at Wiggin and Dana, Two T	resser
Stamford, Connecticut	18	Boulevard, Two Stamford Plaza, Stamford	
Wednesday, May 1, 2019	19	Connecticut, before Angela M. Shaw-Croo	ckett, a
	20	Certified Court Reporter, Certified Shorth	and
	21	Reporter, Registered Merit Reporter and N	lotary
REPORTER: Angela M. Shaw-Crockett, CCR, RMR, CSR	22	Public of the States of New York, New Je	rsey and
License No. SHR.0000519	23	Connecticut.	
	24		
	25		
			4
Page 3		Pa	ige 4
1 APPEARANCES:	1	INDEX	,
KATTEN MUCHIN ROSENMAN LLP	2	EXAMINATION BY PAGE	2
3 Attorneys for The Plaintiff 2029 Century Park East		MR. LARSEN 6	
4 Suite 2600	3		
Los Angeles, California 90067-3012	4	CONFIDENTIAL EXHIBITS	
BY: RYAN J. LARSEN, ESQ.	5 6	ATTORNEYS' EYES ONLY	
6 ryan.larsen@kattenlaw.com 7		FOR ID DESCRIPTION PAGE	E
8	7		
THOMPSON COBURN LLP 9 Attorneys for The Defendant		Exhibit 24 Document Bates Charter_000583 through	41
One US Bank Plaza	8	Charter_000585 Exhibit 25 Document Bates Charter_001458 through	43
LO St. Louis, Missouri 63101 L1 BY: MICHAEL L. NEPPLE, ESQ.	´	Charter_001461	73
BRIAN HOCKETT, ESQ.	10		
L 2 mnepple@thompsoncoburn.com bhockett@thompsoncoburn.com	11	Exhibit 26 Emails Bates-stamped Charter 1492 to 14	
13	12	Exhibit 27 Email string Bates-stamped Charter 9191 to 9192	53
MORRISON & FOERSTER	13	W 7172	
Attorneys for The Committee of Unsecured Creditors	14	Exhibit 28 An April 11, 2019, email 56	
L6 125 Broad Street	15		
New York, New York 10004	16 17		
BY: STEVE RAPPOPORT, ESQ.	18		
L8 ALSO PRESENT: Kristin Zarnetske, The Videographer	19		
** ** **	20		
20 21	21		
22	22		
23			
24	24		

	251 Pg 3	<u> </u>	
	Page 5		Page 6
1	THE VIDEOGRAPHER: Good afternoon. We are	1	related to any party in this action, nor am I
2	now going on the record at 2:02 p.m. on May 1,	2	financially interested in the outcome.
3	2019. Please note that the microphones are	3	Will counsel present please introduce
4	sensitive and may pick up whispering, private	4	themselves for the record.
5	conversations, and cellular interference.	5	MR. LARSEN: Ryan Larsen on behalf of the
6	Please turn off all cell phones and place them	6	plaintiff Windstream.
7	away from the table as they may interfere with	7	MR. NEPPLE: Mike Nepple, Thompson Coburn,
8	the deposition audio. Audio and video	8	on behalf of the Charter defendants.
9	recording will continue to take place until all	9	MR. RAPPOPORT: Steve Rappoport, Morrison
10	parties agree to go off the record.	10	& Foerster, on behalf of the committee of
11	This is Media Unit No. 1 of the videotaped	11	unsecured creditors.
12	deposition of Mr. Keith Dardis taken by	12	THE VIDEOGRAPHER: Thank you. Would the
13	plaintiffs in the matter of In re: Windstream	13	court reporter please swear in the witness.
14	Holdings, Inc., debtors, versus and	14	KEITH DARDIS,
15	Windstream Holdings, Inc., et al., plaintiffs,	15	called as a witness, having first been
16	versus Charter Communications, Inc., and	16	duly sworn, was examined and testified as
17	Charter Communications Operating, LLC,	17	follows:
18	defendants, filed in the United States	18	EXAMINATION
19	Bankruptcy Court for the Southern District of	19	BY MR. LARSEN:
20	New York, Case No. 19-22312 (RDD).	20	Q. Mr. Dardis, good afternoon.
21	My name is Kristin Zarnetske. I'm the	21	A. Hi.
22	videographer representing Veritext. The court	22	Q. My name is Ryan Larsen. I'm one of the
23	reporter, also in association with Veritext, is	23	attorneys for the debtor and I'll be taking the
24	Angela Grant [sic]. And also I'm not	24	deposition.
25	authorized to administer an oath and I'm not	25	A. Okay.
	Page 7		Page 8
1	Q. I assume you've had a chance to talk to	1	your head or nod your head, because that's difficult
2	your attorneys about the ground rules for the	2	for her to take down.
3	deposition, but I'm going to take about five minutes	3	Do you understand?
4	just to go over them and make sure we're on the same	4	A. Understood.
5	page. Okay?	5	Q. Okay. Likewise, it's very difficult for
6	A. Okay.	6	her to take down when people are talking too fast,
7	Q. First thing is: That oath you took,	7	so try to take a breath, if you can. It's difficult
8	that's the same oath you take in a courtroom. It's	8	for her to take down when people are talking over
9	the same penalties of penalty of perjury applies	9	one another. So in a real-life conversation when
10	here in this informal setting as it would in a	10	you see where I'm going with the question, you jump
11	courtroom or any other matter.	11	in with a yes or no. Can't do that here. So let me
12	Do you understand that?	12	finish the whole question. Then you answer.
13	A. I do.	13	Likewise, I'll do my best to make sure you finish
14	Q. Okay. The testimony you're giving today	14	your whole answer. Then I'll jump in with another
15	can be used by the parties at trial or any other	15	question.
	proceeding in this matter.	16	Do you understand?
16		17	A. I do.
16 17	Do you understand that too?	1 -	
	Do you understand that too? A. I do.	18	Q. Okay. When we're done today, the court
17			Q. Okay. When we're done today, the court reporter is going to transcribe everything we said.
17 18	A. I do.	18	
17 18 19	A. I do.Q. Okay. I'll be asking you questions and	18 19	reporter is going to transcribe everything we said.
17 18 19 20	A. I do.Q. Okay. I'll be asking you questions and the court reporter will be transcribing everything	18 19 20	reporter is going to transcribe everything we said. We're all going to get a copy. You'll have the
17 18 19 20 21	 A. I do. Q. Okay. I'll be asking you questions and the court reporter will be transcribing everything everyone said. So that leads to a couple of things. 	18 19 20 21	reporter is going to transcribe everything we said. We're all going to get a copy. You'll have the right to review it and make any changes. I just
17 18 19 20 21 22	A. I do. Q. Okay. I'll be asking you questions and the court reporter will be transcribing everything everyone said. So that leads to a couple of things. One, we need to make sure and speak	18 19 20 21 22	reporter is going to transcribe everything we said. We're all going to get a copy. You'll have the right to review it and make any changes. I just want to caution you that if you do make any changes,

1			
	Page 9		Page 10
1 -	Do you understand?	1	I don't want you to guess today. I'm entitled to
2	A. Understood.	2	your best recollection, but not you guessing or
3	Q. Okay. There may be objections to certain	3	estimating on what things might have been.
4	of my questions today that your attorneys may object	4	Do you understand the difference?
5	to the form of the question. The important thing	5	A. I do.
6	for you to understand is unless they specifically	6	Q. Okay. A dumb example people like to give
7	instruct you not to answer, you still have to answer	7	is: If you had to estimate how long this table is,
8	even though there's an objection pending.	8	you could look at it and say maybe it's 20 feet or
9	Do you understand?	9	so. If I asked you how long the table is in my
10	A. I do.	10	conference room in Los Angeles, you'd have no idea
11	Q. Okay. If you if you do not understand	11	because I assume you haven't seen it. Correct?
12	my question, please let me know. It's my fault. I	12	A. Correct.
13	will rephrase it. Likewise, if you didn't hear it,	13	Q. So that's the difference.
14	let me know. I'll re-state. Okay?	14	A. Okay.
15	A. Okay.	15	Q. Okay. Lastly, is there have you taken
16	Q. Okay. Not a test of endurance today.	16	any medications within the last 24 hours or anything
17	We'll probably take a five-minute break every hour	17	that might impact your ability to recall events and
18	or so. If you need a break for any reason before	18	give your best testimony today?
19	that, let me know. And as long as we're not in the	19	A. I haven't.
20	middle of a question or topic, we'll take a break.	20	Q. Okay. Any questions about the procedure
21	Okay?	21	before we get started?
22	A. Okay.	22	A. No.
23	Q. It may be difficult to remember thank	23	Q. Mr. Dardis, have you ever been deposed
24	you so much details of specific conversations,	24	before today?
25	especially if they happened, you know, a while back.	25	A. I have, a long time ago.
	Page 11		Page 12
1	Q. Okay. How long ago?	1	A. I just looked at previous emails that I
2	A. I'd be guessing, but at least seven-plus	2	thought I might be responsible for within this
3	years.	3	document.
4	Q. And what did that matter what was that	4	Q. Other than conversations with your
5	matter about?	5	attorney, which I'm not asking you about, did you
6	A. It was an employee matter with my previous	6	have any conversations with anybody to prepare for
7	company, Sprint.	7	this deposition today?
8	Q. Like an employment case?	8	A. Today? No.
9	A. Yes.	9	Q. Bad question by me. I didn't mean any
10	Q. Other than that, have you ever testified	10	conversations necessarily today. Conversations at
11	in a deposition?	11	any time to prepare for giving your testimony today.
12	A. No.	12	A. No.
13	Q. Okay. I know you testified in a hearing	13	Q. Okay. Let me go through your background
14	in this matter.	14	real quick and we'll get into this as quickly as we
15	Other than that, have you ever testified	15	can.
16	in court before?	16	Do you have a college degree, Mr. Dardis?
17	A. No.	17	A. I do.
18	Q. Did you review any documents prior to	18	Q. When did you obtain that?
	coming today to prepare for your deposition?	19	A. 1988, I graduated.
19	A. This morning, I looked over this document.	20	Q. And where did you get your degree from?
			A. Villanova University.
19	Q. And by "this," you're referring to the	21	A. Vinanova Oniversity.
19 20	Q. And by "this," you're referring to the deposition notice in this case, I believe?	21	Q. Two in a row.
19 20 21			
19 20 21 22	deposition notice in this case, I believe?	22	Q. Two in a row.

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	Page 13		Page 14
	degrees after that degree?	1	A. It has, twice.
	2 A. No.	2	Q. Okay. Tell me about those two times.
	Q. Okay. Did you attend any other further	3	A. So I was promoted to group vice president,
	4 graduate school after you graduated from Villanova?	4	where I took responsibility for SMB direct sales as
	5 A. Not a graduate school, no.	5	well as our strategic direct sales groups. And that
	6 Q. Okay. Do you have any other trainings or	6	was 20-some 20 to 25 months ago. And then 18
	7 certifications that you have obtained, you know,	7	months ago, 17 months ago, I was promoted to senior
	8 since then?	8	vice president of SMB and residential direct sales,
	9 A. Other than corporate classes and seminars	9	where I have responsibility for the same group in
	and things of that nature, no.	10	SMB. So SMB direct sales, strategic direct sales,
	Q. When did you start working at Charter?	11	and residential direct sales, and bulk direct sales.
	12 A. Three and a half years ago.	12	Q. And "SMB" stands for small business?
	Q. And what was your position when you	13	A. Small-/medium-sized business.
	14 started?	14	Q. Small-/medium-sized.
	15 A. I was the vice president of	15	Where were you employed directly before
	small-/medium-sized business for direct sales.	16	Charter?
	Q. And what were your jobs and	17	A. I had a noncompete for 12 months, so I was
	responsibilities in that position?	18	doing some consulting stuff. But prior to that, I
	19 A. I had responsible for this was	19	was with Sprint Corporation for 23 years.
	20 premerger with TWC and Bright House, so I had	20	Q. And can you go through the titles you held
	21 responsibility for legacy Charter's direct sales	21	at Sprint?
	force selling door to door into small-/medium-sized	22	A. Starting with the last one and going down?
	businesses.	23	Q. Sure. Yep. Let me start over.
	Q. And has that title changed since you've	24	I don't want to go through, like, 10 or 12
	been at Charter?	25	titles, if it's that many. But what was the what
	Page 15		Page 16
1	was the last title you had at Sprint?	1	Exhibit 1? Is it
2	A. I was vice president of enterprise sales,	2	MR. NEPPLE: It's a copy. He's got the
3	so I had responsibility for a region, selling	3	first same.
4	business customers.	4	THE WITNESS: Okay.
5	Q. Okay. And how long had you had that job?	5	A. Yes.
6	A. It changed titles a lot, but the	6	BY MR. LARSEN:
7	effectiveness and the functionality of the job was	7	Q. Right. And I think you said you saw
8	the same. So I was probably in the job for this	8	you've seen this document before today, correct?
9	is a little bit of a guess, so three to five years.	9	A. I have.
10	Q. Is that job similar to what you do at	10	Q. My understanding is that you are here to
11	Charter or is that something different?	11	testify on some but not all of these categories; is
12	A. In both cases, we're selling to customers	12	that correct?
13	from a direct sales basis, so similar. Different	13	A. I have knowledge based on some of them,
14	product set.	14	yes.
15	Q. All your jobs at Sprint, did they relate	15	Q. Okay. Let's just go through, so we can
16	to sales?	16	make sure we're on the same page
17	A. No. I was in strategy. I mean but it	17	A. Uh-huh.
18	was as a result of strategically how do salespeople	18	Q which ones.
19	approach it, so I guess you could say it was related	19	My understanding is that you have partial
20	to sales.	20	knowledge on Category No. 3.
21	And I was in a finance position as well	21	Is that correct?
22	when I first started, which was a long time ago.	22	A. Yes.
23	Q. Okay. I think you've got Exhibit No. 1 in	23	Q. And you have partial knowledge on Category
24	front of you.	24	No. 4?
1			
25	THE WITNESS: How would I know it's	25	A. Not really, but

	201 190	01 20	
	Page 17		Page 18
	1 Q. Okay.	1	door-to-door campaigning?
	2 A maybe.	2	A. Since March of last year.
	Q. Okay. You may have partial knowledge on	3	MR. NEPPLE: Thank you.
	4 Category No. 7; is that correct?	4	MR. LARSEN: You're welcome.
	5 A. Yes.	5	BY MR. LARSEN:
	6 Q. Okay. And you are going to testify on	6	Q. Can you give me a general description of
	7 Category No. 11; is that correct?	7	what door-to-door campaigning means?
	8 A. Correct.	8	A. Sure.
	9 Q. And you're going to testify on Category	9	So, like, literally from a residential
	10 No. 12?	10	standpoint, it would be a rep that goes out to a
	11 A. That's correct.	11	community and literally canvases that community. So
	Q. Okay. Are there any other categories on	12	he'll he or she will knock on the door.
	here that I didn't just discuss that you're here to	13	Hopefully someone will be home and answer it. And
	14 testify about?	14	they'll try to sell Spectrum cable services, which
	MR. NEPPLE: He has some partial knowledge	15	traditionally would be a combination of Internet,
	with respect to 6 and 8, depending on where the	16	voice, and video services.
	17 questions go.	17	Q. So they're knocking on residential doors?
	18 BY MR. LARSEN:	18	A. This residential direct sales is.
	19 Q. In your current role, are you involved in	19	Q. And are there other direct sales that go
	20 door-to-door campaigning?	20	to businesses or other places?
	21 A. I am.	21	A. Correct. I have an SMB direct sales group
	Q. Okay. And are you head of that department	22	as well.
	or division or however you'd say it?	23	Q. Okay. And you're in charge of both of
	A. Yes. I'm the senior vice president.	24	those?
	Q. And how long have you been involved with	25	A. I am.
	Page 19		Page 20
1	Q. Okay. Are there any other direct sales	1	BY MR. LARSEN:
2	teams in addition to those two we just discussed?	2	Q. Sure. Let's talk about the residential,
3	A. Yes. There's community sales. So they	3	the ones that go door-to-door to people's homes.
4	would be going out to sell large high-rises. We	4	A. Uh-huh.
5	call them MDUs, multidwelling units.	5	Q. Do they take physical product with them to
6	And then I have a strategic sales	6	hand to somebody who might answer the door?
7	organization that would sell into large accounts,	7	A. They don't.
8	just coax services. So we have another group that	8	Q. Okay. They never do?
9	sells fiber services. But I have a group that sells	9	A. They shouldn't.
10	coax services. So they would sell into named	10	Q. Are there any of the direct salespeople
11	accounts, like an IBM or a Citigroup.	11	that take product with them when they go out?
12	And then I have the indirect/direct sales	12	A. Again, has it happened? Allegedly here it
13	group that would go in and work with the channel	13	happened with an individual. But they're instructed
14	partners and the value-added resellers.	14	not to. And, in fact, it's a it's an offense
15	Q. So are that all are those all the	15	that if they we call it collateral. If they
тэ		1	The state of the s
16	groups under your purview?	16	leave collateral behind, they actually will go into
	-	16 17	corrective action. And we'll terminate somebody if
16	groups under your purview?	1	
16 17	groups under your purview? A. Yes, it is.	17	corrective action. And we'll terminate somebody if
16 17 18	groups under your purview? A. Yes, it is. Q. Okay. And when direct salespeople go out,	17 18	corrective action. And we'll terminate somebody if they do it twice.
16 17 18 19	groups under your purview? A. Yes, it is. Q. Okay. And when direct salespeople go out, do they take product with them?	17 18 19	corrective action. And we'll terminate somebody if they do it twice. Q. Okay. So they are not given fliers and
16 17 18 19 20	groups under your purview? A. Yes, it is. Q. Okay. And when direct salespeople go out, do they take product with them? MR. NEPPLE: Object to form.	17 18 19 20	corrective action. And we'll terminate somebody if they do it twice. Q. Okay. So they are not given fliers and say, hey, when you go to somebody, hand them this
16 17 18 19 20 21	groups under your purview? A. Yes, it is. Q. Okay. And when direct salespeople go out, do they take product with them? MR. NEPPLE: Object to form. Go ahead.	17 18 19 20 21	corrective action. And we'll terminate somebody if they do it twice. Q. Okay. So they are not given fliers and say, hey, when you go to somebody, hand them this flier and talk about it?
16 17 18 19 20 21 22	groups under your purview? A. Yes, it is. Q. Okay. And when direct salespeople go out, do they take product with them? MR. NEPPLE: Object to form. Go ahead. A. No. They carry a business card. Again,	17 18 19 20 21 22	corrective action. And we'll terminate somebody if they do it twice. Q. Okay. So they are not given fliers and say, hey, when you go to somebody, hand them this flier and talk about it? A. Absolutely not.
16 17 18 19 20 21 22	groups under your purview? A. Yes, it is. Q. Okay. And when direct salespeople go out, do they take product with them? MR. NEPPLE: Object to form. Go ahead. A. No. They carry a business card. Again, it depends on the channel. So if you want to	17 18 19 20 21 22 23	corrective action. And we'll terminate somebody if they do it twice. Q. Okay. So they are not given fliers and say, hey, when you go to somebody, hand them this flier and talk about it? A. Absolutely not. Q. You talked about instruction.

		251 Pg 7	of 20	
		Page 21		Page 22
	1	instruction on how they're supposed to interact with	1	A. Combination of a lot. They get it through
	2	potential customers?	2	individual branch meetings. So their supervisors or
	3	A. Yes.	3	managers will hold meetings with them. So that's
	4	Q. And could you describe that?	4	one way they can get it.
	5	A. Sure. It's new-hire training for new	5	Another would be through online training.
	6	people that come onboard. We have policy and	6	So we'll send out product training to sales reps and
	7	procedure documents. And we have online training.	7	they'll get certified online.
	8	Q. And this happens when they're first hired?	8	Q. Are these people commission-based?
	9	A. For the new-hire training, yes.	9	A. Partly, yes.
	10	Q. And then when somebody is hired, is there	10	Q. Do they wear certain clothes that identify
	11	any sort of ongoing training about this?	11	them as being agents of Charter?
	12	A. About what specifically?	12	A. The residential direct sales group does,
	13	Q. About how they're supposed to interact	13	yes. They have a shirt, hat, jacket.
	14	with customers?	14	Q. And are the residential people authorized
	15	A. Well, there's a lot of yeah, there's a	15	the sign up customers right there on the spot?
	16	lot of ongoing training about how they should	16	A. They are.
	17	interact with customers.	17	Q. How does that work? Do they bring forms
	18	Q. Can you describe some of that?	18	with them or a pad or
	19	A. Sure. It's how to sell, you know, how to	19	A. Yeah, they have a they have a tablet,
	20	position yourself to be able to get in the door, how	20	that they bring in, that they can sign the customer
	21	to position our products, what the value proposition	21	up, tell them what the deal is, and have the
	22	of our products are.	22	customer authorize it, and then move forward with an
	23	Q. And are these, like, company-wide meetings	23	installation.
	24	or are they emails that are sent around? Or how do	24	Q. So you told me they don't have fliers or
	25	they receive this training?	25	any collateral.
		Page 23		Page 24
	1	Do they have a script they're supposed to	1	Q. At the end, when you get the transcript,
	2	follow?	2	the documents will be attached as well.
	3	A. No, that's part of the training. So we	3	So take as much time as you need to look
_	4	give that to them in the training.	4	at it, and then let me know when you're done and
	5	Q. Now, do the residential salespeople who	5	I'll ask you some questions.
	6	we're talking about, does their training change	6	A. Okay.
	7	depending on if a particular, you know, marketing	7	Q. So have you seen this document before
	8	campaign is occurring at the time?	8	today?
	9	A. No. I mean, their training can change,	9	A. I have, yes.
	10	but it wouldn't have anything to do with a marketing	10	Q. Looks like it got forwarded to you on
	11	campaign.	11	February 26, 2019; is that correct?
	12	Q. So they're not going to give a different	12	A. That is correct.
	13	spiel to a customer, you know, if certain	13	Q. Okay. And who's the person that forwarded
	14	advertisements have been sent or not?	14	to you, Chris I'm not going
	15 16	A. No. We're not we're not linked into	15	A. Yes.
	16 17	the advertising side of the business. They might give a different conversation to the customer based	16	Q to be able to pronounce that correctly.
	18	on whether or not they think the customer is more	17	A. Czekaj.
	19	interested in a certain product or a certain price.	18 19	Q. Czekaj. Who is Chris Czekaj?
	20	Q. Take a look at Exhibit No. 3. Counsel has		A. Czekaj Chris Czekaj is the vice
	21		20	president of strategic channels.
	22	a copy there. I forgot to mention in my little spiel at	21	Q. And do you report to him or does he report
	23	the beginning I'm going to be showing you documents	22	to you?
	24	the beginning 1 m going to be snowing you documents today.	23	A. He reports to me.
	25	A. Okay.	24	Q. Okay. Did you discuss with Mr. Czekaj why
	ر کے	1. Oxay.	45	he sent you this email?
L				

	251 Pg 8	01 20	
	Page 25		Page 26
1	A. I don't remember if we talked about it.	1	be related to Windstream, correct.
2	Q. So I'm reading the second email down from	2	Q. Yeah, subject line is "Windstream," right?
3	Jennifer Ingram.	3	A. Right.
4	Do you know who Jennifer Ingram is?	4	Q. And it looks to me like there is some
5	A. I do.	5	discussions between Ms. Ingram and Mr I already
6	Q. Who is she?	6	forgot how to
7	A. She's the vice president of SMB marketing.	7	A. Czekaj.
8	Title could be wrong, but that's effective oh.	8	Q Czekaj about developing a plan.
9	It's right there, vice president of SMB marketing.	9	Did were you involved in any
10	Q. Yep. There you go. Yep.	10	conversations about that?
11	She says, "Hi, Chris. I understand that	11	A. I was copied on emails and I think I had a
12	you and Amy connected earlier today. Kelly Atkinson	12	conversation with Chris.
13	has asked the marketing team to develop a plan to	13	Q. Okay. What do you recall about that
14	leverage the situation, so we've started thinking	14	conversation with Chris?
15	about this in partnership with the residential	15	A. That Chris was interested in figuring out
16	team." And it goes on.	16	if there was something that we should post to our
17	Do you recall discussions about a	17	subagents and partners around whether you know,
18	partnership with the marketing team?	18	is there any way that we should market that
19	A. In reference to?	19	Windstream was in Chapter 11.
20	Q. Sure. I wasn't going to read the whole	20	Q. And you're talking about door-to-door
21	thing, but I can.	21	marketing?
22	It looks like this is referring to some	22	A. No.
23	marketing related to Windstream.	23	Q. Okay. What kind of marketing were you
24	Is that your understanding?	24	talking about in this discussion with Mr. Czekaj?
25	A. This yeah. Well, this email appears to	25	A. Chris has responsibility for SMB strategic
	Page 27		Page 28
1	channels. So Chris has responsibility for channel	1	access to. So the SMB direct sales rep or the
2	partners that resell our services, VARs that	2	people that sell into the channel partners or the
3	aggregate our services, and national accounts which	3	people that sell into the VARs would have access to
4	go out to our larger services.	4	a portal, to be able to pull that information.
5	Q. And is that within your purview?	5	Q. So this is people at Charter?
6	A. Yes, it is.	6	A. Correct.
7	Q. And what else do you recall about this	7	Q. Okay. How does how does that
8	discussion you had with Chris?	8	information get to your SMB customers?
9	A. He was just exploring what the whether	9	A. To our SMB customers or channel? It's a
10	or not this was something that would make sense and	10	little bit of an so there's SMB direct sales.
11	that we would want to do.	11	This is SMB strategic sales.
12	Q. Okay. And is this something that you	12	So you mean to our SMB strategic sales?
13	subsequently did do?	13	Q. Is that what we're talking about in this?
14	A. I believe marketing collateral was created	14	A. Yes.
15	for SMB, for a brief period of time, that was	15	Q. Okay.
16	specific to Windstream.	16	A. That's what Chris has responsibility for.
17	Q. And do you believe that was sent out to	17	Q. Got it.
18	SMB customers?	18	A. So it would go to somebody that has so
19	A. Well, it's not sent out. It's posted into	19	VAR, for instance. So Windstream is a VAR of Chris
	a portal and then it's available to download.	20	Czekaj's, right? That means that we send to
20	r		Windstream. They send to end users. There's a rep
	Q. So each one of your customers has access	21	windstream. They send to end users. There's a rep
20		21 22	that would be responsible for the relationship with
20 21	Q. So each one of your customers has access		
20 21 22	Q. So each one of your customers has access to a portal of information about Charter; is that	22	that would be responsible for the relationship with

Page 29 Page 30 1 Q. So you're talking about the agreement to 1 Q. Is it? 2 provide the last mile of service for Windstream? 2 A. I think this is Windstream being a VAR and 3 3 A. No. I'm talking about Windstream taking Windstream potentially -- and Windstream is probably 4 4 our product -not the best example here, but if somebody else 5 Q. Uh-huh. 5 wanted collateral, they could -- they could pull it 6 A. -- and selling it in conjunction with 6 7 7 other MSOs to an end user. I can explain that if Q. If you look at the first email on this 8 8 you'd like, because it's a little complicated. thread. 9 Q. Go ahead, please. 9 A. Uh-huh. 10 10 A. So if you're IBM. And IBM, instead of Q. "Amy/Jennifer, as you may know, 11 dealing with a Sprint or an AT&T or somebody, wants 11 Windstream" is in a -- "is in challenging market 12 12 position and I'd like to target a marketing program to -- wants a product that's coming from cable, but 13 13 specifically targeting their remaining customers." doesn't want to have a relationship with Charter, 14 Comcast, Altice, you know, and every other cable 14 A. Uh-huh. 15 company out there. Windstream, Comcast, other 15 Q. Okay. So how was what you were doing 16 value-added resellers will form an agreement with 16 going to target their remaining customers? 17 each of the cable companies to aggregate all those 17 A. So this again -- so for Chris's account, 18 18 services so they're the customer of record. which is SMB strategic accounts, what he's saying is 19 19 So in the case of Windstream -- they were how do I -- is there an opportunity to create 20 the customer of record -- we would sell the services 20 marketing, collateral, campaign, whatever it might 21 to Windstream. Windstream would then sell it to an 21 be, to go after existing Windstream customers. 22 22 Q. Okay. And -end user. 23 Q. But that's not what we're talking about in 23 A. Or sell to existing Windstream customers. 24 Exhibit No. 3, is it? 24 Q. And did you subsequently attempt to do 25 A. I think it is, actually. 25 that in that channel? Page 31 Page 32 1 1 A. I don't know if collateral was developed A. In the case that I was giving you before, 2 for this channel. I don't know. 2 if I was the rep that was responsible for the 3 Q. Okay. You don't recall following up with 3 Windstream relationship where they're reselling our 4 4 Chris about it to see if this happened or not? services, if I'm the rep, I could download it from 5 5 the portal and then I could go to Windstream and A. I do know it was developed in SMB for a 6 period -- I think it was up for a period of a week 6 give them the collateral as an SMB strategic sales 7 7 before we -- before it was taken down. But I don't rep. 8 8 know if that was eligible within the strategic Q. And you don't believe that occurred in 9 9 this situation? channels or not. 10 Q. When you say it was up in SMB, what does 10 A. I don't know. I have no idea. 11 11 that mean? Q. Okay. Is there any way to find out if 12 A. So the collateral was developed, it was 12 that occurred here? 13 put within the portal, and it was accessible if 13 A. We would be taking the word of every 14 14 somebody wanted to download it, if a -- if a Charter salesperson out there. I mean, we could -- you 15 employee wanted to download it or order it. 15 know, it's a smaller organization. There's probably 16 So when you order it, they literally would 16 25, 30 of these folks. I mean, we can certainly ask 17 go through -- it's a site called Badger. And they 17 them, but there's no way that I would -- the systems 18 18 would order those services. Nobody downloaded that track it would know whether or not we 19 19 the -- nobody ordered the services through Badger. downloaded something from the online portal, which 20 20 We could -- we checked that to ensure that that didn't happen. I can't tell if somebody did it from 21 wasn't done. But it could have been downloaded 21 a localized basis and just printed the materials 22 locally and it could have been handed out. 22 themselves, as opposed to asking for somebody to 23 23 Q. That's the part I'm trying to understand. professionally print it, send it to them, and have 24 So how does it get handed out to the 24 it look nice. 25 ultimate, you know, customer here? 25 Q. Okay. And the latter one, to make it

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	Page 33		Page 34
1	professionally look nice, you checked and	1	may be heading to bankruptcy?
2	A. No one.	2	A. The last page?
3	Q you think that didn't occur?	3	Q. It looks like the first email on the
4	A. We think that didn't happen.	4	thread, February 18.
5	Q. And how did you check? Who did you ask to	5	A. I don't recall if that's the first time I
6	confirm that?	6	heard of it.
7	A. The marketing individuals. So, in this	7	Q. Do you recall discussions about, you know,
8	case, it would be, you know, Jennifer Ingram's	8	what opportunity that may present?
9	group.	9	A. Yes.
10	Q. Okay. So you asked everybody in that	10	Q. Okay. And what, if anything, did you do
11	group whether they did that and they all said no?	11	about that opportunity?
12	A. We just asked the one person that's	12	A. So for residential direct sales, is what
13	responsible for the portal, which can determine	13	we're referring to, what this is this whole
14	whether or not anything was ordered. And nothing	14	document is referring to is that we asked and we
15	was ordered.	15	received a breakdown of where Windstream has the
16	Q. Okay. Take a look at Exhibit No. 6.	16	ability to sell in the same footprints as to where
17	A. (Witness complies.)	17	Charter has the ability to sell. So where their
18	Q. Once you've had a chance to review, let me	18	footprint we'll just call it overlaps our
19	know if you've seen this document.	19 20	footprint. So in those environments where both
20	A. Okay.	21	Windstream and Charter can sell against each other, we wanted to know where those environments were.
21	Q. Okay. Do you recall seeing these emails	22	Q. And was the idea, then, that you would
22	before?	23	send people door to door in those environments?
23	A. I do.	24	A. That's correct.
24 25	Q. This initial email on February 18, was this the first time that you learned that Windstream	25	Q. And did you subsequently do that?
	Page 35		Page 36
1	A. We did. We so we have we sign out	1	area, how many people you signed up for Charter
2	leads. They're all acquisition-based, so they	2	services?
3	get each rep gets a certain amount of leads. And	3	A. Yes, we would know we would we would
4	the purpose of this was to prioritize the Windstream	4	know, based on geography and a lead list, how many
5	leads.	5	sales were made.
6	Q. Do you know which specific residential	6	Q. And do you know, in this particular case,
7	units were contacted during this period?	7	how many sales were made?
8	A. I don't know. I know no, I wouldn't	8	A. I don't, not for a specific time frame.
9	know who was if we have I don't even know how	9	And, again, we wouldn't know who the existing
10	many reps this is, to be honest. So no.	10	incumbent was.
11	Q. If you wanted to know, is there a way to	11	Q. Yeah, I understand.
12	go and look in your systems to figure it out?	12	A. Okay.
13	A. I don't know. Let me think about that for	13	Q. So two different things.
14	a second.	14	A. Right.
15	We could we certainly know what leads	15 16	Q. So but you could go back and figure out, as a result of this door-to-door campaign, we
16	were assigned out. We know where we had success	17	signed up X number of customers?
17 18	against those leads. That, we would know. I don't know what every door that was knocked and you	18	A. Not this isn't really a campaign. So
19	know, and every door that was knocked, who was home	19	every month, we provide them a set amount of leads,
20	and what was presented. We don't even know if they	20	500 leads. They go out there and they sell to those
21	have Windstream service. So they could have	21	500. Acquisition, right? We will know what their
22	somebody else's service as well.	22	success is against those 500 leads.
23	Q. You said you know where you've had	23	Q. And when the people are out in the field,
24	success.	24	do they make a note if they are taking a customer
25	So would you know, out of all of this	25	from a competitor?
			_

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A. I would have to check. I don't believe we 2 capture the data that says who the incumbent was. 3 Q. So if somebody was a Windstream customer 4 and said, Yeah, I'll switch to Charter, that doesn't get noted down on the pad or something somewhere? A. I don't believe so. I'm not a hundred percent certain on that, but I don't believe so. 8 Q. If you wanted to be a hundred percent 9 certain, who would you ask to see if you had that information? 10

11 A. Probably our VP of operations that's responsible for the tool. 12 13 Q. In this particular case, when the

door-to-door people were sent out on these leads, did they receive any specific training on what was supposed to occur this time or was it just the same

as what they always do? A. Same as always.

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19 Q. Take a look at Exhibit No. 14.

2.0 A. (Witness review document.)

21 Q. Have you seen this document before?

22 A. I'm reading it. 23 I don't believe so.

24 Q. I see you're not copied. I was just

25 asking if you've -- Page 38

A. No.

Q. Are you involved with any email campaigns out of Charter?

A. No. I -- no, I mean, the -- our process isn't to allow an email campaign for residential direct sales, yeah. And they just go door to door. They don't email. They shouldn't be emailing other than follow-up.

Q. But are you aware that Charter does email some customers?

11 A. Yeah, I'm sure they do.

Q. Okay. But that's not within your purview?

A. No.

Q. Okay. Do you know who's responsible for that?

A. I really don't.

Q. So I would assume there's no need to coordinate door-to-door efforts with any email campaign that may be going on at the same time?

A. No. We -- effectively, we're one channel. They're another channel. We compete with the same lead list. I'm hoping the customer signs with us from a direct standpoint versus goes to -- I mean, we're all one company, but we kind of compete against each other.

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Q. So in your job, as it relates to direct sales, do you have any knowledge of what mailing campaigns may be occurring at the same time?

A. I'm sure I could attend marketing meetings that would be -- that would be part of that meeting, but there's nothing that I would be looped in, make decisions on, or be involved in as a standard course of business.

Q. So you, as a standard course, you don't get copied, hey, here's the new mailers going out this week, so everybody is on the same page?

A. No.

Q. And is there ever a time you would be involved in that?

A. I wouldn't be involved in the decision. But there certainly could be a time where someone might send a -- just a distributed email out to everybody to say, hey, we're doing a mailing campaign to introduce a new product or introduce a new price point or something. But it wouldn't have any impact on how we would approach our business.

Q. You can set that down. Thank you.

23 A. Sure.

2.4 Q. Take a look at Exhibit No. 17, please.

25 A. (Witness complies.) Page 40

Q. Again, you're not copied on this email, so I have no reason to think you've seen it.

But I'm going to ask: Have you seen this document before?

A. Not that I can recall.

Q. Were you aware of any discussion in this time frame about Windstream's bankruptcy?

A. Time frame being 3/20?

Q. Yeah, in March of 2019.

10 A. Any discussions with whom, with Adam? I 11 don't know who Adam is.

Q. Sure.

Were you a part of any discussions with anyone in Charter about the effect of Windstream's bankruptcy on your business?

A. Well, similar to what we just discussed in the previous email -- two emails ago, yeah, we had conversations about understanding where Windstream overlapped our customer base.

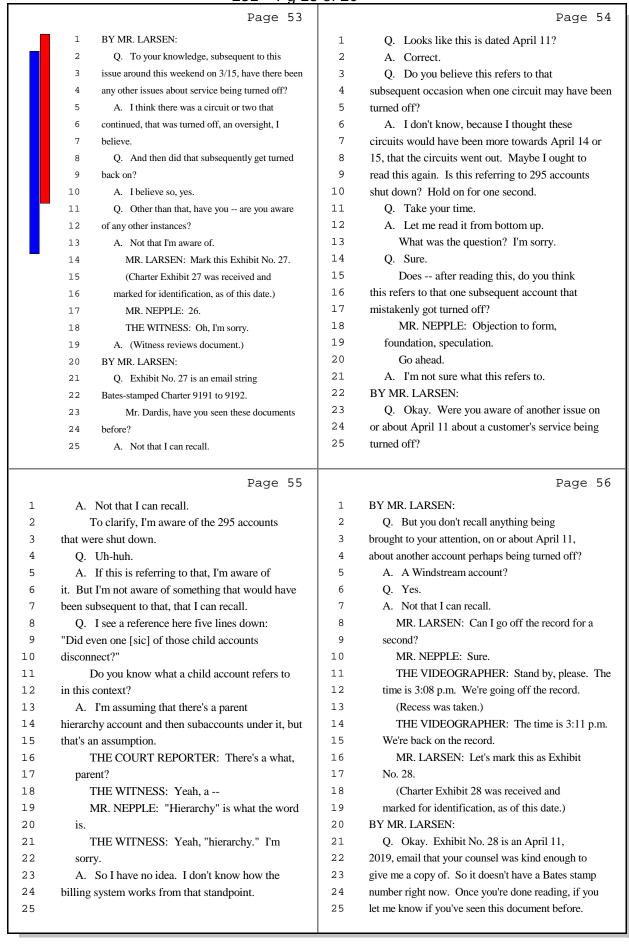
Q. Here this email says, "Folks, I'm sure you're all aware WIN does have funding to continue its normal operations while it restructures."

Did you have -- did you ever have any conversations with anyone internal in Charter about that topic?

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	Page 41		Page 42
1	A. No, we didn't. I don't again, prior	1	business value-added seller agreement?
2	to prior to, you know, the discussions that this	2	A. I know of yes, it's one of our
3	was initially brought up through the one direct	3	contracts. That would be the VAR contract, correct.
4	sales rep that we're referring to, we didn't really	4	Q. From reading this document, do you believe
5	have any conversations in regards to impact of	5	that's what this is referring to, services provided
6	Chapter 11, that I can recall.	6	under that agreement?
7	Q. Sure. You can set that down. Thank you.	7	A. I don't know. It's tough to say from
8	A. (Witness complies.)	8	this. Windstream had services with our enterprise
9	MR. LARSEN: I'll mark this next document	9	division as well. So this could be both this be
10	as Exhibit No. 24.	10	could be enterprise. This could be my organization.
11	(Charter Exhibit 24 was received and	11	It could be either.
12	marked for identification, as of this date.)	12	Q. Is the business value-added seller
13	MR. NEPPLE: And just to be clear, we're	13	agreement, is that something within your purview?
14	marking it AEO, like we did this morning with	14	A. It is.
15	all documents.	15	Q. And are you familiar with a brief period
16	A. (Witness reviews document.)	16	of time when services were discontinued under that
17	BY MR. LARSEN:	17	agreement?
18	Q. Mr. Dardis, have you seen this document	18	A. I am.
19	before?	19	Q. But you're not sure if that's what Exhibit
20	A. I don't remember seeing this document	20	No. 24 here refers to or a different agreement?
21	Q. Okay.	21	A. This looks like an aging you know, a
22	A but yeah.	22	accounts receivable aging. So this could be I
23	Q. Do you know who Marybeth McCarroll is?	23	don't know if this is enterprise or VAR or anything
24	A. I do not.	24	else.
25	Q. Are you familiar with the Spectrum	25	MR. LARSEN: Mark this Exhibit No. 25.
	Page 43		Page 44
1	(Charter Exhibit 25 was received and	1	
1 2	(Charter Exhibit 25 was received and marked for identification, as of this date.)	1 2	A. I see yes, I see, "You received the
	(Charter Exhibit 25 was received and marked for identification, as of this date.) BY MR. LARSEN:		A. I see yes, I see, "You received the letter I sent you" yeah, I see the line.
2	marked for identification, as of this date.) BY MR. LARSEN:	2	A. I see yes, I see, "You received the
2	marked for identification, as of this date.)	2 3	A. I see yes, I see, "You received the letter I sent you" yeah, I see the line. Q. Okay. Do you recall ever personally
2 3 4	marked for identification, as of this date.) BY MR. LARSEN: Q. I apologize for the format of this	2 3 4	A. I see yes, I see, "You received the letter I sent you" yeah, I see the line. Q. Okay. Do you recall ever personally seeing a letter regarding Windstream's bankruptcy?
2 3 4 5	marked for identification, as of this date.) BY MR. LARSEN: Q. I apologize for the format of this document, but I didn't produce it.	2 3 4 5	A. I see yes, I see, "You received the letter I sent you" yeah, I see the line. Q. Okay. Do you recall ever personally seeing a letter regarding Windstream's bankruptcy? A. A what I don't know. Clarify what type
2 3 4 5 6	marked for identification, as of this date.) BY MR. LARSEN: Q. I apologize for the format of this document, but I didn't produce it. Are you aware of what archived instant	2 3 4 5 6	A. I see yes, I see, "You received the letter I sent you" yeah, I see the line. Q. Okay. Do you recall ever personally seeing a letter regarding Windstream's bankruptcy? A. A what I don't know. Clarify what type of letter or what any?
2 3 4 5 6 7	marked for identification, as of this date.) BY MR. LARSEN: Q. I apologize for the format of this document, but I didn't produce it. Are you aware of what archived instant message conversations are at Charter?	2 3 4 5 6 7	A. I see yes, I see, "You received the letter I sent you" yeah, I see the line. Q. Okay. Do you recall ever personally seeing a letter regarding Windstream's bankruptcy? A. A what I don't know. Clarify what type of letter or what any? Q. I'm saying: Did you recall seeing a
2 3 4 5 6 7 8	marked for identification, as of this date.) BY MR. LARSEN: Q. I apologize for the format of this document, but I didn't produce it. Are you aware of what archived instant message conversations are at Charter? A. I yeah, I know what instant messaging	2 3 4 5 6 7 8	A. I see yes, I see, "You received the letter I sent you" yeah, I see the line. Q. Okay. Do you recall ever personally seeing a letter regarding Windstream's bankruptcy? A. A what I don't know. Clarify what type of letter or what any? Q. I'm saying: Did you recall seeing a letter? There's a reference here. I don't know
2 3 4 5 6 7 8	marked for identification, as of this date.) BY MR. LARSEN: Q. I apologize for the format of this document, but I didn't produce it. Are you aware of what archived instant message conversations are at Charter? A. I yeah, I know what instant messaging is. "Archived," I just assume, means it's held in	2 3 4 5 6 7 8	A. I see yes, I see, "You received the letter I sent you" yeah, I see the line. Q. Okay. Do you recall ever personally seeing a letter regarding Windstream's bankruptcy? A. A what I don't know. Clarify what type of letter or what any? Q. I'm saying: Did you recall seeing a letter? There's a reference here. I don't know what it means either. I'm asking you if you know.
2 3 4 5 6 7 8 9	marked for identification, as of this date.) BY MR. LARSEN: Q. I apologize for the format of this document, but I didn't produce it. Are you aware of what archived instant message conversations are at Charter? A. I yeah, I know what instant messaging is. "Archived," I just assume, means it's held in history.	2 3 4 5 6 7 8 9	A. I see yes, I see, "You received the letter I sent you" yeah, I see the line. Q. Okay. Do you recall ever personally seeing a letter regarding Windstream's bankruptcy? A. A what I don't know. Clarify what type of letter or what any? Q. I'm saying: Did you recall seeing a letter? There's a reference here. I don't know what it means either. I'm asking you if you know. A. I don't know what this is, no. I don't
2 3 4 5 6 7 8 9 10	marked for identification, as of this date.) BY MR. LARSEN: Q. I apologize for the format of this document, but I didn't produce it. Are you aware of what archived instant message conversations are at Charter? A. I yeah, I know what instant messaging is. "Archived," I just assume, means it's held in history. Q. And does this look like an instant message	2 3 4 5 6 7 8 9 10	A. I see yes, I see, "You received the letter I sent you" yeah, I see the line. Q. Okay. Do you recall ever personally seeing a letter regarding Windstream's bankruptcy? A. A what I don't know. Clarify what type of letter or what any? Q. I'm saying: Did you recall seeing a letter? There's a reference here. I don't know what it means either. I'm asking you if you know. A. I don't know what this is, no. I don't recall knowing what this is.
2 3 4 5 6 7 8 9 10 11	marked for identification, as of this date.) BY MR. LARSEN: Q. I apologize for the format of this document, but I didn't produce it. Are you aware of what archived instant message conversations are at Charter? A. I yeah, I know what instant messaging is. "Archived," I just assume, means it's held in history. Q. And does this look like an instant message conversation between two people at Charter?	2 3 4 5 6 7 8 9 10 11 12	A. I see yes, I see, "You received the letter I sent you" yeah, I see the line. Q. Okay. Do you recall ever personally seeing a letter regarding Windstream's bankruptcy? A. A what I don't know. Clarify what type of letter or what any? Q. I'm saying: Did you recall seeing a letter? There's a reference here. I don't know what it means either. I'm asking you if you know. A. I don't know what this is, no. I don't recall knowing what this is. Q. So in any in any circumstance, do you
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	Page 45		Page 46
1	have we had looked at those individual aging	1	A. I don't remember the time frame, but I was
2	reports.	2	aware of it.
3	Q. So you mentioned enterprise standpoint.	3	Q. Okay. Do you recall what the outcome, if
4	Is that a different contract between	4	anything, was after those discussions?
5	Charter and Windstream?	5	A. No. I need to check the time frames, but
6	A. Yes, it would be.	6	there was conversations to determine, you know,
7	Q. Okay. And the cable ops, does that refer	7	what, if anything, we should do. But this I
8	to this value-added seller agreement?	8	my belief is that might have been I don't I
9	A. Yes. Cable ops is, for the most part,	9	have to check the time frames. I don't know if that
10	collect services. That's I fall into that world.	10	was following the letter that came to us in
11	And then we have a separate segment, enterprise,	11	conversations around, you know, the allegedness of
12	that handles fiber services. So that when you	12	what went and I don't know if it was post- or
13	referred to the last-mile services	13	prebankruptcy, to be honest.
14	Q. Uh-huh.	14	Q. Okay.
15	A before, that probably would be more of	15	A. So pre bankruptcy was on 2/25? Yeah,
16	the fiber side.	16	I don't know if this was before or after that, those
17	Q. Okay. Were you involved in any	17	conversations.
18	discussions actually, strike that.	18	Q. Okay. Well, again and I understand
19	Okay. I asked you about any discussions	19	this is not your document.
20	about Windstream and Charter, and you said that you	20	A. It
21	recall looking and saw that they were behind.	21	Q. Fair enough. I understand.
22	Is that correct?	22	This is dated March 15, 2019, and it looks
23	A. Yeah, I was aware I was aware that	23	like there are discussions here about what we're
24	that they were that they were aging, yes.	24	going to do about the nonpayment.
25	Q. Okay.	25	MR. NEPPLE: Object to form, foundation.
	Page 47		
	Page 47	1	Page 48
	1 A. Okay.	1 2	BY MR. LARSEN:
	1 A. Okay. 2 BY MR. LARSEN:	2	BY MR. LARSEN: Q. But the takeaway from that conversation is
	 A. Okay. BY MR. LARSEN: Q. Were you involved in any discussions in 	2 3	BY MR. LARSEN: Q. But the takeaway from that conversation is that you it was decided that Charter was going to
	 A. Okay. BY MR. LARSEN: Q. Were you involved in any discussions in this time frame, in the middle of March, about what 	2 3 4	BY MR. LARSEN: Q. But the takeaway from that conversation is that you — it was decided that Charter was going to continue business as normal?
	1 A. Okay. 2 BY MR. LARSEN: 3 Q. Were you involved in any discussions in 4 this time frame, in the middle of March, about what 5 to do about the fact that they were behind on this	2 3 4 5	BY MR. LARSEN: Q. But the takeaway from that conversation is that you it was decided that Charter was going to continue business as normal? A. Yeah. We I didn't understand really
	A. Okay. BY MR. LARSEN: Q. Were you involved in any discussions in this time frame, in the middle of March, about what to do about the fact that they were behind on this agreement?	2 3 4	BY MR. LARSEN: Q. But the takeaway from that conversation is that you it was decided that Charter was going to continue business as normal? A. Yeah. We I didn't understand really what Chapter 11 federal bankruptcy meant and what
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Page 49 Page 50 one, but I'm aware of the situation. 1 got turned off or why? 2 Q. Okay. When did you first learn of the 2 MR. NEPPLE: Well, hold on. Let me 3 3 situation? object. We're going to stand on our objection 4 to No. 11. He's free to talk about a portion A. It was right before -- it was the Friday 4 5 of it, but he's going to be our designee to before, I believe, these circuits were taken down, so that probably would have been the 14th or 15th of 6 talk about was there any coordination with any 7 7 other portion of Charter. You're free to ask 8 8 Q. And what do you recall about that? him any questions he has -- of whether he has 9 9 A. I got a call Saturday morning from my VP any personal knowledge. But we're not 10 10 producing a designee on how the disconnections of strategic accounts, Chris Czekaj, letting me know 11 that we had pulled a bunch of our -- a bunch of 11 occurred. 12 12 circuits had been disconnected for nonpayment for So go ahead. 13 A. Yeah, my understanding is just that it was 13 Windstream. And Windstream specifically -- I 14 due to nonpayment. 14 believe her name was Jeanie [sic] -- Jeanne 15 MR. LARSEN: All right. We seriously 15 somebody. Hold on. I think I just saw her name 16 object to that. And we --16 here. Jeanne -- yeah, Jeanne Dale had sent a couple 17 MR. NEPPLE: I understand. 17 emails to Chris and copied myself as well, I 18 MR. LARSEN: Just want to put that on the 18 believe, along with a slew of other people, that 19 record. I don't think that's proper, to not 19 services were down and they shouldn't be down 20 bring somebody on this topic, which is 20 because of the protection from federal bankruptcy. 21 certainly relevant. 21 Q. And what did you do once you learned of 2.2 MR. NEPPLE: Well, we objected. Right? 22 that information? 23 MR. LARSEN: I understand. 23 A. Chris was already doing it, but it was how 24 MR. NEPPLE: Okay. So the objection 24 fast can we turn these services back up. 25 hasn't been ruled upon and we preserved our 25 Q. Did you ever figure out how the services Page 52 Page 51 1 objection. And I have instructed the witness. 1 learned of this -- you answered that question. 2 You can ask in his personal capacity. I'm just I think the next question was: Did you 3 informing you we're going to stand our 3 subsequently learn how and why they got turned off? 4 objection and you feel free. So you -- we MR. NEPPLE: Object to form, speculation, 4 understand each other. 5 foundation. MR. LARSEN: Your objection is on the 6 Go ahead. 7 BY MR. LARSEN: record. 8 8 MR. NEPPLE: Yep. Fine. Q. If you know. 9 MR. LARSEN: Okay. I just want to make 9 A. The only reason -- the only thing I was 10 sure what -- you instructed him not to answer 10 aware of is they were turned off for nonpayment. and then you told him to answer. So --11 11 Q. And did you ask any follow-up questions on 12 MR. NEPPLE: No. 12 how that occurred? MR. NEPPLE: Same objection. MR. LARSEN: -- I'm a little unclear --13 13 MR. NEPPLE: No. 14 14 A. I did not. MR. LARSEN: -- on how we're proceeding. 15 15 BY MR. LARSEN: 16 MR. NEPPLE: No, what I said, so that 16 Q. And since that time, at any point in time 17 we're clear, you are free to ask, as a 17 between now and then, have you subsequently 18 designee, whether there was any coordination 18 endeavored to find out how, in fact, they got turned 19 with any other units of Charter. Anything on 19 off for nonpayment? 20 disconnection other than that, he is free to 20 MR. NEPPLE: Same objection, foundation, answer if he knows, but he will not be our --21 21 speculation. he is not our designee. We're standing on our 2.2 2.2 A. No, I -- we just know they were turned off 23 objection on that part, if that makes sense. 23 for nonpayment and we were -- when we were told that 24 BY MR. LARSEN: 24 we needed to turn them back on, we worked to turn 25 Q. I think the question was: After you 25 them back on immediately.



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1 A. I have.	1	answer without saying you were directed by your
2 MR. NEPPLE: Oh. Okay. And just so we's	re 2	counsel, otherwise
3 clear, we're also adding a notice of	3	A. It wasn't directed by counsel, so it
4 confidential. So if you'd just write	4	was we received an email from our internal legal
5 "confidential" at the bottom.	5	group basically stating letting
6 THE WITNESS: I will.	6	THE WITNESS: Okay. Sorry.
7 MR. NEPPLE: Both confidential and AEO	7	MR. NEPPLE: I'm going to object as
8 until we get it worked out.	8	attorney/client privilege. I don't know how
9 BY MR. LARSEN:	9	you can it was sent. He received it.
Q. Mr. Dardis, when did you first see this	10	A. I received an email
11 email?	11	THE WITNESS: Do you want me to
12 A. That same day, April 11.	12	MR. NEPPLE: Yeah, how about you received
Q. Did you direct this email to be sent?	13	an email.
14 A. I did.	14	A. I received an email with the allegations
Q. And who is Scott Niles?	15	concerning Emmett Walker. And as a result of that
16 A. Scott Niles is the group vice president in	16	email, I sent a message to Scott saying, Make sure
charge of residential direct sales, so he has the	17	your team understands that we can say they're in
18 3,500 salespeople who knock on the doors. And h	e 18	Chapter 11, but we can't make any inferences around
also has the nonbulk residential direct sales group	19	what that means.
20 as well, about 240 of those folks.	20	BY MR. LARSEN:
Q. Why did you direct Mr. Niles to send this	21	Q. And what did you learn about this
22 email?	22	individual named Emmett Walker?
A. Because I received a message from	23	A. Just what was sent, which is that the
24 counsel	24	allegation was that he was using some collateral
MR. NEPPLE: Well, to the extent you can	25	and, as a result of that, there was a complaint
		_
Page 5	59	Page 60
1 issued when a Windstream VP picked up the phone a	and 1	Q. Did Mr. Walker say where he got this piece
2 called him and, I assume, probably didn't tell him	2	of collateral?
3 who he was in the beginning, must have said he was	a 3	A. He did.
4 prospective client or something, and allegedly	4	Q. What did he say?
5 Emmett went into a sales pitch where he mentioned	5	A. He said he got it from a customer.
6 that Windstream was going out of business.	6	Q. So he said the customer handed this to him
7 Q. Did you ever personally follow up with	7	and then he left it with the customer?
8 Mr. Walker to see what he said about this situation?	8	A. A customer that his peer Rebecca Root,
9 A. I didn't personally, but we had a	9	I believe her name is. She is also a direct sales
10 couple his manager, I believe it was, followed	10	rep, so she has the same job that Emmett does. A
11 up.	11	customer had that she had sold previously had
12 Q. Did you did you ever learn the outcome	12	contacted her saying, I have a piece of collateral
of this meeting between Mr. Walker and his manage	r? 13	for you. And she picked it up. They photocopied
14 A. Yes.	14	it. And as a result of that, they felt they could
15 Q. And what was that?	15	distribute it, which they can't.
16 A. That he was asked if he used collateral.	16	Q. Did you follow up with Ms. Root about
I I 10 17 11 11 11 1 1 1 1 1 1 1 1 1 1 1 1	17	this?
17 He said he did use collateral as a leave-behind. So	1 + '	
He said he did use collateral as a leave-behind. So when he talked to a prospective customer and the	18	A. She was she was spoken with again by
		A. She was she was spoken with again by the manager and everybody else.
18 when he talked to a prospective customer and the	18	1 0 1
when he talked to a prospective customer and the customer wasn't going to buy at that point in time,	18 19	the manager and everybody else.
when he talked to a prospective customer and the customer wasn't going to buy at that point in time, he had left a piece of collateral with his business	18 19 20	the manager and everybody else. Q. Did the same person talk to Mr. Walker and
when he talked to a prospective customer and the customer wasn't going to buy at that point in time, he had left a piece of collateral with his business card attached to it. And in addition to that, we	18 19 20 21 22	the manager and everybody else. Q. Did the same person talk to Mr. Walker and Ms. Root?
when he talked to a prospective customer and the customer wasn't going to buy at that point in time, he had left a piece of collateral with his business card attached to it. And in addition to that, we asked him if he left you know, left it at doors	18 19 20 21 22 23	the manager and everybody else. Q. Did the same person talk to Mr. Walker and Ms. Root? A. I don't know. I don't know if it was the
when he talked to a prospective customer and the customer wasn't going to buy at that point in time, he had left a piece of collateral with his business card attached to it. And in addition to that, we asked him if he left you know, left it at doors where no one was there. He said no. And we asked	18 19 20 21 22 23	the manager and everybody else. Q. Did the same person talk to Mr. Walker and Ms. Root? A. I don't know. I don't know if it was the same manager.

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1	A. I can we can certainly get those. Not	1	Chapter 11 bankruptcy, no or "Simply put: Yes,
2	off the top of my head. Brenda Auger, A-U-G-E-R, is	2	they're in Chapter 11 bankruptcy; no, we cannot tell
3	the director.	3	prospects they are going to lose service." I think
4	MR. LARSEN: Bless you.	4	that's similar to he might have paraphrased what
5	BY MR. LARSEN:	5	I put in mine.
6	Q. Do you know the outcome of the	6	Q. Okay. Did he run this by you before he
7	conversation with Ms. Root?	7	sent it or did he just send it?
8	A. Just what I mentioned, that she received	8	A. No, he didn't.
9	the piece of collateral from a customer, and she had	9	Q. Looking at the first sentence, it says,
10	provided it to Emmett, and Emmett allegedly took it	10	"All, it has been brought to my attention that we
11	and put his name on it and left it behind with some	11	may have reps making inappropriate, inaccurate,
12	prospective prospects.	12	and/or disparaging claims about Windstream."
13	Q. Did Ms. Root say that she had used this	13	Do you know if he's referring to anything
14	piece of collateral in her sales efforts?	14	other than this issue with Mr. Walker?
15	A. I don't believe she did. I'm not a	15	A. He isn't. He's just referring to
16	hundred percent sure, but she I don't believe she	16	that's the only thing he was aware of at the time,
17	said she did.	17	too, was Emmett.
18	Q. Did she say that she gave it to anybody	18	Q. And do you know that because you discussed
19	else in addition to Mr. Walker?	19	it with Mr. Niles?
20	A. Not that I'm aware of.	20	A. That's correct.
21	Q. So I'm looking back at this email.	21	Q. Did you get any I guess your it
22	Did you dictate this email or did	22	wasn't your email.
23	Mr. Niles come up with the specific language?	23	Do you know if Mr. Niles got any responses
24	A. He came up with the language. I think, in	24	to this email?
25	my email, I said something like, They're in	25	A. I don't know.
	Page 63		Page 64
1	Q. Did you ever ask Mr. Niles if he got any	1	of this, did he tell you of any substance of these
2	responses to this email?	2	conversation other than them confirming that's what
3	A. I asked Mr. Niles if he had conversations	3	they had done?
4	with his team regarding this email, which he did.	4	A. Well, they confirmed that that's what they
5	Q. Who are the recipients of this email; do	5	had done. But what he was confirming is that they
6	you know?	6	were taking this email and making sure that their
7	A. Yes. These are his VPs that reside out in	7	teams were aware that they shouldn't that's
8	the field.	8	inappropriate behavior.
9	Q. And do you know if this email subsequently	9	Q. Okay. All right. So let me maybe I
10	got sent to all the people underneath these VPs in	10	haven't been clear.
11	the To line?	11	Do you have confirmation that this email

A. That's the subsequent conversations that he had with them, to ensure that they were cascading the email down. Q. Just so I understand, Mr. Niles told you that all of these people told him that they had sent these emails to the people working under them? A. The three -- the four main ones: Amanda Field, Damon Miiller, Nat- -- Nate Purses. And,

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19 20 actually, he was acting as one, so there's only three. The VP of the northeast is gone at this 21 22 time, so he wasn't copied on that. Scott has that 23 job. So, yes, he did inform me that he had 24 conversations with all of them. 25 Q. Okay. And when he -- when he informed you

Do you have confirmation that this email was subsequently sent to all the people out in the field or do you think it was just discussed?

A. I -- the only confirmation I have is that Scott told me that he followed up with his team and told them to cascade it down. I don't have email receipts from everybody in the field saying they received the email, no.

Q. Gotcha. And I wasn't even asking that.

A. Okay.

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Q. But when you say "cascaded down," that means send an email?

A. That means -- right. "Cascaded down" means to send it down to the level below you and continue to send it down till it gets to the rep

Page 65 Page 66 1 through our legal group, so that's the first time I 2 Q. Okay. Other than this, you know, alleged 2 saw it. And it was how I just referenced it. It 3 3 incident with Mr. Walker, are you aware of any other was an email from this salesperson, sent out to a 4 couple of prospects that he was going after and 4 complaints along these lines? 5 A. With residential direct sales, no. 5 implying that, you know, Windstream might not come Q. Any complaints in any other areas that are 6 out of bankruptcy. 7 7 under your purview? Q. Was there any attachments to the email, 8 8 A. Recently became aware of one from the SMB like a flier or an advertisement? 9 9 A. I don't believe so, but I don't know for direct sales side of the house, yes. 10 sure. 10 Q. And tell me about that, please. 11 A. His name, Sikes. S-I-K-E-S, I believe. I 11 Q. What, if anything, did you do when you 12 learned about this issue with Mr. Sikes? believe he resides in Ohio, and it was a 12 13 A. I contacted the group vice president in 13 similar-type situation, that prior to April, he had 14 charge of SMB direct sales, Brian Miller. And Brian 14 taken it upon himself to send out an email to 15 was on it immediately and had similar conversations 15 prospects saying that Windstream is in Chapter 11 16 with his management team. 16 and, you know, I'm your new provider. 17 Q. And was a similar email sent out to 17 Q. Have you personally seen that email? 18 Mr. Miller's team? 18 A. I have. 19 A. I don't believe so, because around this 19 Q. Do you know if that email was produced in 20 time, we had sent out a message to everybody, this case? 20 21 including all the direct sales reps, with the TRO 21 A. I don't know if -- I don't know if it was 22 attached to it that basically told -- outlined --22 produced or not. 23 you know, ensuring that everybody knew how to handle Q. What -- can you tell me everything you 23 24 Windstream or any other account in a Chapter 11 24 recall about when you saw it? 25 status. So that message had just recently been 25 A. I just saw it recently. Again, it came Page 67 Page 68 delivered to the entire sales field, including SMB 1 1 A. Is there something -- do you want me to 2 2 read the whole thing or is --3 Q. Did this issue with Mr. Sikes occur before 3 BY MR. LARSEN: 4 that message was sent out to everyone? 4 Q. I don't. I just --5 5 A. The issue occurred before, but I don't MR. NEPPLE: If he has questions. 6 believe we were aware of it until after that message 6 THE WITNESS: Okay. 7 was sent. It's just recent. 7 BY MR. LARSEN: 8 8 Q. Other than Mr. Walker and Mr. Sikes and Q. Yeah, the -- there's two letters attached 9 what you testified to, are there any other 9 to this exhibit. The first one is a letter of 10 individuals where this has arisen that you're aware 10 March 29 -- or March 21, 2019. 11 11 Did you -- did you see this letter on or 12 A. Not that I'm aware. 12 about the time that it arrived on March 21? 13 Q. Have you reviewed the letters that were 13 A. This, you're referring to? I'm sorry. 14 sent by Windstream's counsel in this case, kind of 14 This advertisement or --15 cease-and-desist letters? 15 Q. No, the -- you got Exhibit No. 19? 16 A. Windstream's -- I don't know which ones. 16 A. Oh, the letter itself? 17 Yeah. You mean the TRO? 17 Q. There you go. 18 Q. I could show them to you, but if you 18 A. I don't recall even seeing this, to be 19 haven't seen them, I'm not going to waste time. 19 honest. 20 It's -- I'm sure you saw them in regards to the TRO 20 Q. Okay. hearing. Here, I'll just --21 21 A. I haven't read it, I guess. A. Yeah, I --22 22 Q. Okay. That's fair enough. 23 MR. NEPPLE: 19. 23 So you did not have any discussions with 24 MR. LARSEN: Correct. Exhibit 19. Thank 24 anyone at Charter concerning this letter on or about 25 you. 25 March 21 when it came in?

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	Page 69		Page 70
1	A. Hard answer unless I you know, I just	1	Q. Same question: Were you aware of this
2	don't know	2	letter on or about March 26 when it came in?
3	Q. Take your time.	3	A. I don't believe so, but I don't know for
4	A. Okay. On March 21?	4	sure. It wasn't sent to me.
5	MR. NEPPLE: And to the extent your	5	Q. And you don't recall having any
6	conversation would reveal conversations with	6	discussions with anyone at Charter about what we
7	in-house Charter counsel or outside Charter	7	need to do, if anything, in response to this letter?
8	counsel, don't include that, please.	8	A. I wouldn't be involved in this decision.
9	A. Well, I don't it looks like this	9	Q. Okay.
10	wouldn't even be sent to me. This looks like this	10	A. Assuming this is just pertaining to the
11	would go to direct mail or branding or marketing or	11	direct mail piece, which it looks like it is.
12	somebody, right?	12	MR. LARSEN: I don't have any further
13	I don't believe I was copied on this or	13	questions. I do just want to get on the record
14	was aware of it on March 21.	14	what we discussed briefly off the record.
15	BY MR. LARSEN:	15	I think we do take the position that
16	Q. Was there a time when you subsequently	16	not this witness, but at least the initial
17	became aware of it?	17	witness, there were several categories that she
18	A. I was aware that there was when you	18	was not adequately prepared for and not ready
19	know, when we first got brought into the TRO case,	19	to discuss all the topics that were noticed.
20	then I was brought up to speed on what the what	20	So we do reserve our rights on, you know,
21	the concerns were.	21	making the motion to compel a further
22	Q. If you turn a couple more pages, WIN 60 on	22	deposition or whatever else may occur.
23	the bottom. There's another letter dated March 26,	23	MR. NEPPLE: Well, and
24	2019.	24	MR. RAPPOPORT: By the way, I want to go
25	A. Uh-huh.	25	on the record. The committee agrees and joins
	Page 71		Page 72
1	that position.	1	MR. LARSEN: Rough draft. Friday final.
2	MR. NEPPLE: Well, and I'll respond as,	2	MR. HOCKETT: We'll want the same. Rough
3	you know, the topics talked about	3	and expedite.
4	communications. She went through 30 pieces	4	MR. RAPPOPORT: No order.
5	and or exhibits and was here to talk about	5	MR. LARSEN: Scanned exhibits.
6	any communications you put in front of her and	6	MR. HOCKETT: Scanned exhibits.
7	they were produced in the litigation. But I	7	
8	understand your objection and we'll deal with	8	
9	it down the road.	9	(Time noted: 3:28 p.m.)
10	He will read and sign, please.	10	
11	THE VIDEOGRAPHER: The time the time is	11	
12	3:28 p.m. on May 1, 2019. This is the end of	12	KEITH DARDIS
13	Media Unit No. 1 and this completes the	13	
14	videotaped deposition of Mr. Keith Dardis.	14	Subscribed and sworn to
15	(Deposition continues - Next page)	15	before me this day
16		16	of 2019.
17		17	
18		18	
19		19	
20		20	
21		21	
22		22	
23		23	
24		24	
25		25	

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	Page 73				Page 74
1	CERTIFICATE	1	ERR	ATA SHEET	
2	STATE OF CONNECTICUT			XT LEGAL SOLU	
3		2		D COUNTRY RC _A, NEW YORK :	
4	I, ANGELA M. SHAW-CROCKETT, Notary Public, duly	3		508-2400	11301
5	commissioned and qualified in and for the States of	4	NAME OF CASE		dings, Inc. v.
6	New York, New Jersey and Connecticut, before whom the		Charter Communi		ADDIC
7	foregoing deposition was taken, do hereby certify that the	5	NAME OF DEPO		
8	witness whose testimony appears in the foregoing deposition	6	PAGE LINE(S)	CHANGE	REASON
9	was duly sworn by me; that the testimony of said witness	7			
10	was taken by me to the best of my ability and	8 9			
11	thereafter reduced to typewriting under my direction;	10			
12	that I am neither counsel for, related to, nor	11			
13	employed by any of the parties for the action in	12 13			
14	which this deposition was taken, and further that I	14			
15	am not a relative or employee of any attorney or	15			
16	counsel employed by the parties thereto, nor	16			
17	financially or otherwise interested in the outcome of	17 18			_ <u> </u>
18	the action. Witness will read and sign.	19			
19	IN WITNESS THEREOF, I have hereunto set my	20			
20	hand this 3rd day of May, 2019.	21	-	KEITH DARDIS	
21		22		KLITII DAKDIS	
22			SUBSCRIBED A		
23	Angela M. Shaw-Crockett, Notary Public	23 24	THISDAY OF	·, ·	20
24		24			
25		25	(NOTARY PUBL	IC) MY CC	OMMISSION EXPIRES:

Debtor

Defendants' Designations and Counter Designations

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK In are: WINDSTREAM HOLDINGS, INC., et al., Debron. WINDSTREAM HOLDINGS, INC., et al., Plaintiffs, vs. Chapter 11 CHARTER COMMUNICATIONS (NC. and 19-22312(RDD)) CHARTER COMMUNICATIONS, INC. and 19-22312(RDD) CHARTER COMMUNICATIONS I		252 Pg 2	of 17	
FOR THE SOUTHERN DISTRICT OF NEW YORK To recover a section of the present of		Page 1		Page 2
la re: WINDSTREAM HOLDINGS, INC., et al., Debtors. WINDSTREAM HOLDINGS, INC., et al., Plaintiffs, vs. Chapter 11 CHAPTER COMMUNICATIONS, INC. and 19-22312(RDD) CHARTER COMMUNICATIONS OPERATING, LLC. Defendants. September 10, 2019 Videotaped Deposition of Andrew Sites a wintess berein, called by the Debtor and Debtor in Possession for cross-examination under the applicable Rates of Chio Croll Court and Debtor in Possession for Cross-examination under the applicable Rates of Chio Croll Court and Debtor in Possession for Cross-examination under the applicable Rates of Chio Croll Court and Debtor in Possession for Cross-examination under the applicable Rates of Chio Croll Court Procedure, Izland As Schilt, a Court Reporter and Notary Public in and for the State of Ohio Luken pursuant to Subpoena, at the offices of fee Miller, 250 West Street, Columbus, Chio 4215, on Tuesday, Speember 10, 2019 commencing at approximately 12:4 p.m., and concluding at approximately 2:19 p.m. Page 3 1 Tuesday Afternoon Session September 10, 2019 2 12:254 p.m. 3 Tuesday Afternoon Session September 10, 2019 2 12:254 p.m. 3 Tuesday Afternoon Session September 10, 2019 3 Tuesday Afternoon Session September 10, 2019 4 STIPULATIONS 5 It is hereby stipulated by and between counsel for the respective parties herein that this time by the Notary; that said deposition in being taken pursuant to Subpoena; that said deposition in the presence of the witness; that proof of the Notary, whose notes may thereafter be transcribed out of the presence of the witness; that proof of the Mortary, the time and place of the taking of said deposition are hereby waived. Page 3 To Debtor in Possession. STEVENT T. RAPPOPORT, ESQ. Mornison Forenset, LLP Note of the Debtor and Debtor and Debtor in Debtor and Debtor in Deb				TERENCE P. ROSS, ESQ.
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WINDSTREAM HOLDINGS, INC., et al., Plaintiffs, vs. Chapter 11 CHARTER COMMUNICATIONS DEPARTING, LLC, Defendants. September 10, 2019 Videotaged Deposition of Andrew Sites and Debtor in Possession for cross-examination under the applicable Rules of Ohio Civil Court Procedure, taken before me, Linda A. Schill, a Court Reporter and Posses froe Civil Court Procedure, taken before me, Linda A. Schill, a Court Reporter and Posses froe Civil Court Procedure, taken before me, Linda A. Schill, a Court Reporter and Posses froe Civil Court Procedure, taken before me, Linda A. Schill, a Court Reporter and Posses froe Civil Court Procedure, taken before me, Linda A. Schill, a Court Reporter and Posses froe Civil Court Procedure, taken before me, Linda A. Schill, a Court Reporter and Posses froe Civil Court Procedure, taken before me, Linda A. Schill, a Court Reporter and Posses froe Civil Court Procedure, taken before me, Linda A. Schill, a Court Reporter and Posses froe Civil Court Procedure, taken before me, Linda A. Schill, a Court Reporter and Posses froe Civil Court Procedure, taken before me, Linda A. Schill, a Court Reporter and Posses froe Civil Court Procedure, taken before me, Linda A. Schill, a Court Reporter and Posses froe Civil Court Procedure, taken before me, Linda A. Schill, a Court Reporter and Posses froe Civil Court Procedure, taken before me, Linda A. Schill, a Court Reporter and Posses froe Civil Court Procedure, taken before me, Linda A. Schill, a Court Reporter and Posses froe Civil Court Procedure, taken before me, Linda A. Schill, a Court Reporter and Posses froe Civil Court Procedure, taken before me, Linda A. Schill, a Court Reporter and Posses froe Civil Court Procedure, taken before me, Linda A. Schill, a Court Reporter and Posses froe Civil Court Procedure, taken before me, Linda A. Schill, a Court Reporter and Posses froe Civil Court Procedure, taken before me, Linda A. Schill, a Court Reporter A. Also present: Page 1 1 Tuesday Afternoon Session 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		WINDSTREAM HOLDINGS, INC., et al.,		
VS. Chapter 11 CHARTER COMMUNICATIONS, INC. and 19-22312(RDD) CHARTER COMMUNICATIONS OPERATING, LLC. Defendants. September 10, 2019 Videotaped Deposition of Andrew Sites Audrew Sites A witness herein, called by the Debtor and Debtor in Possession for cross-examination under the applicable Rules of Ohio Civil Court Procedure, taken before me, Linda A, Schill, a Court Reporter and Notary Public in and for the State of Ohio, Liken pursuant to Subpoena, at the offices of Ew Miller, 250 West Street, Columbus, Ohio 43215, on Tuesday, September 10, 2019. 2 Tuesday Afternoon Session September 10, 2019. 2 12:54 p.m. 3 Tuesday Afternoon Session September 10, 2019 2 12:54 p.m. 3 Tuesday Afternoon Session September 10, 2019 4 STIPULATIONS 5 It is hereby stipulated by and between counsel for the respective parties herein that this deposition of Andrew Sites may be taken at this time by the Notary; that said deposition is being taken pursuant to Subpoena; that said deposition may be reduced to writing in stenotypy by the Notary, whose notes may thereafter be transcribed out of the presence of the witness; that proof of the Official character and qualifications of the Notary, whose notes may thereafter be transcribed out of the presence of the witness; that proof of the Official character and qualifications of the Notary, whose notes may thereafter be transcribed out of the presence of the witness; that proof of the Official character and qualifications of the Notary, whose notes may thereafter be transcribed deposition are hereby waived. 10 Subposition of Andrew Sites and Dece of the taking of said deposition are hereby waived. 21 Schibit 1 - Email to Connie 52 Eshibit 1 - Email to Connie 52 Eshibit 1 - Email to Connie 52 Eshibit 1 - Email to Wanessa 52 Eshibit 1 - Em			6	
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1 SIT	TES DEPOSITION EXHIBITS M	IARKED/REFERRED	1	THE VIDEOGRAPHER: We're now on the
2 Exl	hibit 17 - Quote template	52	2	record. This is a video recorded deposition of
3 Exl	hibit 18 - Quote template	52	3	MR. SITES: Andrew Sites.
4			4	THE VIDEOGRAPHER: Thank you.
5			5	Being taken at on September the 10th, 2019. The
6			6	time now is 12:54 p.m. We're located at Ice
7			7	Miller, 250 West Street, Suite 700, Columbus, Ohio.
8			8	We are here in the matter of
9			9	Windstream Holdings versus Charter Communications.
10			10	This is in the case number 19-23312, Chapter 11.
11			11	It is in the United States Bankruptcy Court,
12			12	Southern District of New York. My name is Marlene
13			13	Dori, video technician.
14			14	Will the court reporter swear in the
15			15	witness.
16			16	PROCEEDINGS
17			17	
18			18	ANDREW SITES,
19			19	being by me first duly sworn, as hereinafter
20			20	certified, deposes and says as follows:
21			21	THE VIDEOGRAPHER: And the
22			22	attorneys briefly identify themselves for the
23			23	record, please.
24			24	MR. ROSS: Terence Ross with the
25			25	law firm of Katten Muchin Rosenman. We are
				5 0
		Page 7		Page 8
	conflicts counsel for the Debto		1	title?
	2 Possession, Windstream Holdi	ngs, Inc., et al.	2	A. About a year and a half.
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		ot 17	
	Page 9		Page 10
	1 A. Yeah. I get once a month and then I	1	Q. Do you have any college?
	work that area for four months. We get zip codes.	2	A. Yeah. I graduated from The Ohio
	3 Q. In March and April of 2019, earlier	3	State University.
	4 this year, what geographic region were you working?	4	Q. I think you're supposed to emphasize
	5 A. I was in Lima.	5	The Ohio State University.
_	6 Q. And are you familiar with an entity	6	A. I said it.
	7 Spectrum?	7	Q. You were served a subpoena in this
	8 A. Yes.	8	lawsuit, correct?
	9 Q. Can you just describe what you know	9	A. Yes.
	10 about that?	10	Q. So let me have that marked as Sites
	11 A. That is basically Charter merged	11	Exhibit Number 1 for identification.
	12 with Bright House, and Bright House and Time Warner	12	
	obviously, and they basically re-branded, you know,	13	Thereupon, a document was marked for
	the cable and internet and phone provider from Time	14	purposes of identification as Sites Exhibit 1 by
	Warner or Charter, Bright House, and just made it	15	the reporter.
	one, Spectrum, from my understanding at least.	16	
	Q. Are you familiar with the term doing	17	MR. ROSS: At the same time, let's
	business as name, a d/b/a?	18	mark this as Sites Exhibit Number 2.
	19 A. Not really.	19	
	Q. That's fine. Do you work on	20	Thereupon, a document was marked for
	21 commission?	21	purposes of identification as Sites Exhibit 2 by
	22 A. Yes.	22	the reporter.
	Q. What portion of your annual income	23	
	is commission-based?	24	MR. KINGSTON: Is this the one you
	A. Close to half.	25	want to give me? It looks like it was in a binder.
	Page 11		Daga 12
	-		Page 12
1		1	
1 2	MR. ROSS: Why don't you take that one instead.	1 2	subpoena, you understand that you were required, in
	MR. ROSS: Why don't you take that		
2	MR. ROSS: Why don't you take that one instead.	2	subpoena, you understand that you were required, in addition to showing up for this deposition today,
2	MR. ROSS: Why don't you take that one instead. MR. KINGSTON: I just didn't know	2 3	subpoena, you understand that you were required, in addition to showing up for this deposition today, to search for some documents and produce them,
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	MR. ROSS: Why don't you take that one instead. MR. KINGSTON: I just didn't know if it might have your notes on it, that's why I was asking. MR. ROSS: No, my notes were on this one, but thanks for asking. BY MR. ROSS: Q. So, Mr. Sites, you've been handed two documents. The first is, I'll represent to you, the subpoena that we issued to you, which we marked for identification as Sites Exhibit Number 1. Do you recall receiving this? A. Yes. Q. And let me get you to look then at the second document that was handed to you. This is a letter with several attachments from my law firm that was provided to you, which we've marked for identification as Sites Exhibit Number 2.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	subpoena, you understand that you were required, in addition to showing up for this deposition today, to search for some documents and produce them, correct? A. Yes, I believe so. Q. So what steps did you undertake to search for and produce documents? A. Well, the documents that I would have had from my e-mail, they disappear on my end after a few days and I believe my company found those for me. Q. So A. I no longer have access to them after a certain amount of time, but we do have them here. I personally can't pull them up. Q. So when you refer to your e-mail, is that a company e-mail or personal? A. My company e-mail. Q. And could you just tell me for the record what your company e-mail is?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	MR. ROSS: Why don't you take that one instead. MR. KINGSTON: I just didn't know if it might have your notes on it, that's why I was asking. MR. ROSS: No, my notes were on this one, but thanks for asking. BY MR. ROSS: Q. So, Mr. Sites, you've been handed two documents. The first is, I'll represent to you, the subpoena that we issued to you, which we marked for identification as Sites Exhibit Number 1. Do you recall receiving this? A. Yes. Q. And let me get you to look then at the second document that was handed to you. This is a letter with several attachments from my law firm that was provided to you, which we've marked for identification as Sites Exhibit Number 2. Did you receive this?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	subpoena, you understand that you were required, in addition to showing up for this deposition today, to search for some documents and produce them, correct? A. Yes, I believe so. Q. So what steps did you undertake to search for and produce documents? A. Well, the documents that I would have had from my e-mail, they disappear on my end after a few days and I believe my company found those for me. Q. So A. I no longer have access to them after a certain amount of time, but we do have them here. I personally can't pull them up. Q. So when you refer to your e-mail, is that a company e-mail or personal? A. My company e-mail. Q. And could you just tell me for the record what your company e-mail is? A. andrew.sites@charter.com.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MR. ROSS: Why don't you take that one instead. MR. KINGSTON: I just didn't know if it might have your notes on it, that's why I was asking. MR. ROSS: No, my notes were on this one, but thanks for asking. BY MR. ROSS: Q. So, Mr. Sites, you've been handed two documents. The first is, I'll represent to you, the subpoena that we issued to you, which we marked for identification as Sites Exhibit Number 1. Do you recall receiving this? A. Yes. Q. And let me get you to look then at the second document that was handed to you. This is a letter with several attachments from my law firm that was provided to you, which we've marked for identification as Sites Exhibit Number 2. Did you receive this? A. I believe so, yes.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	subpoena, you understand that you were required, in addition to showing up for this deposition today, to search for some documents and produce them, correct? A. Yes, I believe so. Q. So what steps did you undertake to search for and produce documents? A. Well, the documents that I would have had from my e-mail, they disappear on my end after a few days and I believe my company found those for me. Q. So A. I no longer have access to them after a certain amount of time, but we do have them here. I personally can't pull them up. Q. So when you refer to your e-mail, is that a company e-mail or personal? A. My company e-mail. Q. And could you just tell me for the record what your company e-mail is? A. andrew.sites@charter.com. Q. Thank you. Did you, in addition to

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	Page 13		Page 14
1	A. There wasn't any documents that I	1	A. Not necessarily. But, I mean,
2	had that I would be searching for.	2	obviously, I'm a Charter employee, but
3	Q. Did you search, though?	3	Q. What do you know about the lawsuit
4	A. Yes.	4	between Windstream and Charter?
5	Q. And you found nothing?	5	A. Basically that we we were trying
6	A. No.	6	to our company as a whole was trying to use
7	Q. Okay. As part of what we've marked	7	Windstream's bankruptcy against them. That's what
8	as Sites Exhibit Number 2 for identification,	8	my understanding has been.
9	there's attached several pages into the document a	9	Q. Well, let me ask you this: When did
10	copy of the complaint that initiated the lawsuit in	10	you first become aware of that lawsuit?
11	this case.	11	A. Of the big the lawsuit that's
12	Do you see that?	12	going on right now between
13	A. Which page is that on?	13	Q. Between Windstream and Charter, yes.
14	Q. So it would be about five, six pages	14	A. Probably shortly after I sent those
15	in.	15	e-mails I was made aware of it several times, but
16	A. This one?	16	the ship had already sailed, so to speak.
17	Q. Yes. Did you read that document?	17	Q. And, I'm sorry, I spoke over you
18	A. Not I mean, I skimmed it, I	18	during your last answer. I apologize for that.
19	guess. I didn't really read it word for word.	19	A. Okay.
20	Q. Okay. Do you have any understanding	20	Q. It's really important for the record
21	as to why you were subpoenaed to testify in this	21	that we try not to do that, but that was my bad,
22	lawsuit?	22	okay?
23	A. Yes. I mean, I'm assuming the	23	A. I understand.
24	e-mails that I sent Windstream customers.	24	Q. How did you learn about the lawsuit
25	Q. Anything else?	25	the first time?
	Page 15		Page 16
1	A. I'm not 100 percent on the first	1	Q. Is there a specific supervisor you
2	time I had heard about it, whether it was a	2	report to?
3	co-worker or on a call, but we've addressed it	3	A. Yes. Jim Ruhland, R-u-h-l-a-n-d. I
4	several times on calls, you know, since the first	4	guess it's James, but
5	time, obviously, saying not to do what I had	5	Q. Do you happen to know what his title
6	already done.	6	is?
7	Q. But those calls were after you'd	7	A. Business sales manager, I would
8	taken these actions that you're talking about?	8	assume.
9	A. I believe so, yes. I'm not 100	9	Q. And is he for the Northwest Ohio
10	percent sure on that. They could have been the	10	region?
11	week of. I think we did discuss it on a call right	11	A. Yes.
12	before that, but I didn't have any there was no	12	Q. And so when you were referring
13	Windstream customers in my territory, so I probably	13	earlier to weekly calls, these are calls relating
14	didn't pay attention to it as much as I could have,	14	to Northwest Ohio, correct?
15	which, I mean, an 8:15 a.m. call is not always I	15	A. For the most part, but we will
16	don't know. It's just we did discuss it. I don't	16	mostly it's about numbers between, you know, me and
17	think I paid enough attention to it as I should	17	our Findlay guys and our Perrysburg, and then I
18	have, honestly, because I didn't think it would be	18	think the other office is in Lorain. And it mostly
19	a concern because I didn't have any Windstream in	19	pertains to Northwest Ohio, but if Charter has,
20	my area.	20	obviously, something that goes nationwide, we'll
21	Q. Okay. You talked about calls. What	21	usually discuss that. But it's mostly just our
22	are you referring to, some sort of sales call or	22	numbers and, you know, weekly goals and stuff like
23	team call of some sort?	23	that.
24	A. Yeah. Our weekly we do weekly	24	Q. By numbers you mean new subscribers
25	calls between our team, Northwest Ohio.	25	or
Ī		I	

Page 17 Page 18 1 A. Yes, yes. Like new internet and 1 sure, but the same call we addressed that 2 phone and TV customers. 2 Windstream, again, I wasn't -- I didn't pay too 3 Q. That's a good point. Why don't you 3 much attention because Windstream wasn't really in 4 just, for the record, describe what the service is 4 my area, but that was the same -- the same call that you sell? 5 we -- I heard about it was the first time I heard 6 Phone, internet and cable TV to 6 about the bankruptcy and the lawsuit, I guess it 7 businesses. Business class. would be. I guess I kind of tied the two together. 8 8 Any particular size of business? Have you ever filed for bankruptcy 9 Mostly small. Very small. Not --9 protection yourself? 10 larger companies, like corporations, obviously, we 10 A. No. 11 don't really sell too much. And I can't touch 11 Q. And you're not a lawyer, are you? 12 government or hospitals, but small business is the 12 A. 13 13 For that matter, have you ever Q. 14 How about residential customers? 14 testified in a lawsuit before? 15 No residential customers. Unless 15 A. No. 16 they have a home business, then I have to have 16 Q. But you're represented by counsel 17 approved paperwork. 17 today, correct? 18 18 Q. So I have to ask you a couple of A. Yes. 19 questions about the lawsuit at issue here. I just 19 Q. That's Mr. Kingsman (sic), right? 20 don't want you to be confused. I'm shifting to 20 A. 21 something else. 21 Q. Kingston. 22 When was the first time that you 22 A. Yes. 23 became aware that Windstream filed for bankruptcy 23 Q. What did you major in in college? 24 protection in the courts? Family financial planning. 24 A. 25 A. The same -- I'm not 100 percent 25 Q. When did you graduate from The Ohio Page 19 Page 20 State University? 1 1 Kenton customers that weren't active and kind of 2011. 2 2 reached out to some of them. 3 What did you do between graduation 3 But, like I said, it was -- there and the time you actually started working for 4 4 wasn't enough info for me to really -- without Charter? 5 going there and going door-to-door like we're A. I worked. And I worked for Michigan 6 supposed to, there's just not enough info on that 7 Grain Inspection, which was a subsidiary of the 7 list to really attack it. So it was kind of a USDA. And then for Lima Radio Hospital, which is a 8 8 waste of time, which e-mailing, unless you've 9 subsidiary for Verizon Wireless. 9 already discussed with a customer face-to-face is 10 And were those sales positions? 10 really kind of pointless. It's you're just The second, the Verizon job was. 11 11 basically throwing darts at a wall. 12 The first one was not. 12 Q. So when you said March or April, you 13 Q. So one of the reasons we're here 13 meant 2019, correct? 14 today is that there, I take it, came a time when 14 A. Yes, I believe so. Yes. 15 you started telling potential customers that 15 In your job, do you often -- strike Q. 16 Windstream was going out of business, so they had 16 that. 17 to switch their service. 17 To what extent do you engage in 18 Do you recall when that happened? 18 e-mail solicitations as part of your job? 19 A. Yeah. It was March or April, I 19 It's usually a follow-up. It's not 20 believe. And I only sent a few e-mails, but it 20 not -- if I did send something like what I did with 21 wasn't like -- it was more, like I've discussed 21 the Windstream stuff, I should get it approved 22 several times, it was more work finding who I sent 22 with, you know, my manager and higher-ups and I 23 an e-mail to or a phone call to, but I didn't even 23 didn't do it that time. 24 get to the point of even really messing with it. 24 So would it be accurate to say that 25 I looked up street sheets on where 25 the initial contact is almost you always

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	Page 21		Page 22
1	face-to-face?	1	I said, it's not it wasn't something I was
2	A. For the most part, yes. Vast	2	going wanted to spend a whole lot of time on.
3	majority of the times, unless they reach out to me.	3	So I just honestly, it was hoping something's
4	Q. Is there an actual storefront that a	4	thrown, like I said, darts at the wall and hoping
5	customer could walk into it and say, I'm interested	5	something stuck. And, frankly, nothing stuck.
6	in switching service?	6	Q. So let me put in front of you
7	A. Yes.	7	another document, and we'll mark this as Sites
8	Q. But that's not your responsibility?	8	Exhibit Number 3 for identification.
9	A. No. They just the retail reps	9	
10	just started selling business class at least, you	10	Thereupon, a document was marked for
11	know, regularly. So it's not really something that	11	purposes of identification as Sites Exhibit 3 by
12	they sell a whole lot. They are now, but in the	12	the reporter.
13	past they haven't. But when I first started, they	13	
14	were giving me information.	14	BY MR. ROSS:
15	Q. So your primary modus operandi is to	15	Q. So, Mr. Sites, this is a collection
16	go door-to-door in an office building, a strip	16	of e-mails that was produced in the course of this
17	mall, someplace where there are small businesses;	17	lawsuit. And you are free to look through them,
18	is that right?	18	but I'm going to ask you some questions whenever
19	A. Yes.	19	you're ready.
20	Q. Now, in this instance, there were a	20	A. Yeah, I'm familiar with these
21	number of communications with customers by	21	e-mails, so I'm ready.
22	potential customers by e-mail. What was the	22	Q. So on the very first page of Sites
23	genesis of that? Why e-mail?	23	Exhibit Number 3, there's at the top an e-mail
24	A. That was just the easiest way to	24	address that seems to indicate this is coming from
25	get, you know, ahold of customers quick. And like	25	you, correct?
	Page 23		Dago 24
	1490 23		Page 24
1		1	Page 24
1 2	A. Yes.	1 2	me a letter, which I found letter, but at the time
2	A. Yes.Q. And then there's a signature block	2	me a letter, which I found letter, but at the time I had not been aware of the letter. And I received
2	A. Yes. Q. And then there's a signature block and that's your signature block, right?	2	me a letter, which I found letter, but at the time I had not been aware of the letter. And I received an e-mail from Dino, who was in Spectrum Reach,
2 3 4	A. Yes.Q. And then there's a signature blockand that's your signature block, right?A. Correct.	2 3 4	me a letter, which I found letter, but at the time I had not been aware of the letter. And I received an e-mail from Dino, who was in Spectrum Reach, which is marketing. He said a law office was
2	 A. Yes. Q. And then there's a signature block and that's your signature block, right? A. Correct. Q. And that's your office address, 	2 3 4 5	me a letter, which I found letter, but at the time I had not been aware of the letter. And I received an e-mail from Dino, who was in Spectrum Reach, which is marketing. He said a law office was trying to get ahold of me. So he forwarded this on
2 3 4 5 6	 A. Yes. Q. And then there's a signature block and that's your signature block, right? A. Correct. Q. And that's your office address, right? 	2 3 4 5 6	me a letter, which I found letter, but at the time I had not been aware of the letter. And I received an e-mail from Dino, who was in Spectrum Reach, which is marketing. He said a law office was trying to get ahold of me. So he forwarded this on to me and I read, you know, what the law office was
2 3 4 5 6 7	 A. Yes. Q. And then there's a signature block and that's your signature block, right? A. Correct. Q. And that's your office address, right? A. Yes. 	2 3 4 5 6 7	me a letter, which I found letter, but at the time I had not been aware of the letter. And I received an e-mail from Dino, who was in Spectrum Reach, which is marketing. He said a law office was trying to get ahold of me. So he forwarded this on to me and I read, you know, what the law office was saying. And instead of calling a supervisor, which
2 3 4 5 6	 A. Yes. Q. And then there's a signature block and that's your signature block, right? A. Correct. Q. And that's your office address, right? A. Yes. Q. So right under that appears to be an 	2 3 4 5 6 7 8	me a letter, which I found letter, but at the time I had not been aware of the letter. And I received an e-mail from Dino, who was in Spectrum Reach, which is marketing. He said a law office was trying to get ahold of me. So he forwarded this on to me and I read, you know, what the law office was saying. And instead of calling a supervisor, which is our policy, I just replied and tried to
2 3 4 5 6 7 8 9	 A. Yes. Q. And then there's a signature block and that's your signature block, right? A. Correct. Q. And that's your office address, right? A. Yes. Q. So right under that appears to be an e-mail that you're forwarding to a Mr. Ruhland. Is 	2 3 4 5 6 7	me a letter, which I found letter, but at the time I had not been aware of the letter. And I received an e-mail from Dino, who was in Spectrum Reach, which is marketing. He said a law office was trying to get ahold of me. So he forwarded this on to me and I read, you know, what the law office was saying. And instead of calling a supervisor, which is our policy, I just replied and tried to basically get out of trouble before I got into
2 3 4 5 6 7 8	 A. Yes. Q. And then there's a signature block and that's your signature block, right? A. Correct. Q. And that's your office address, right? A. Yes. Q. So right under that appears to be an e-mail that you're forwarding to a Mr. Ruhland. Is that pronounced right? 	2 3 4 5 6 7 8	me a letter, which I found letter, but at the time I had not been aware of the letter. And I received an e-mail from Dino, who was in Spectrum Reach, which is marketing. He said a law office was trying to get ahold of me. So he forwarded this on to me and I read, you know, what the law office was saying. And instead of calling a supervisor, which is our policy, I just replied and tried to basically get out of trouble before I got into trouble. But that's not what we're supposed to do.
2 3 4 5 6 7 8 9	 A. Yes. Q. And then there's a signature block and that's your signature block, right? A. Correct. Q. And that's your office address, right? A. Yes. Q. So right under that appears to be an e-mail that you're forwarding to a Mr. Ruhland. Is 	2 3 4 5 6 7 8 9	me a letter, which I found letter, but at the time I had not been aware of the letter. And I received an e-mail from Dino, who was in Spectrum Reach, which is marketing. He said a law office was trying to get ahold of me. So he forwarded this on to me and I read, you know, what the law office was saying. And instead of calling a supervisor, which is our policy, I just replied and tried to basically get out of trouble before I got into trouble. But that's not what we're supposed to do. Q. So in the first sentence of that
2 3 4 5 6 7 8 9 10	A. Yes. Q. And then there's a signature block and that's your signature block, right? A. Correct. Q. And that's your office address, right? A. Yes. Q. So right under that appears to be an e-mail that you're forwarding to a Mr. Ruhland. Is that pronounced right? A. Yes. That's my boss. Q. Yes. So underneath that is an	2 3 4 5 6 7 8 9 10	me a letter, which I found letter, but at the time I had not been aware of the letter. And I received an e-mail from Dino, who was in Spectrum Reach, which is marketing. He said a law office was trying to get ahold of me. So he forwarded this on to me and I read, you know, what the law office was saying. And instead of calling a supervisor, which is our policy, I just replied and tried to basically get out of trouble before I got into trouble. But that's not what we're supposed to do. Q. So in the first sentence of that e-mail, who is Dino?
2 3 4 5 6 7 8 9 10 11	A. Yes. Q. And then there's a signature block and that's your signature block, right? A. Correct. Q. And that's your office address, right? A. Yes. Q. So right under that appears to be an e-mail that you're forwarding to a Mr. Ruhland. Is that pronounced right? A. Yes. That's my boss. Q. Yes. So underneath that is an e-mail that you had sent to Mr. McCready and	2 3 4 5 6 7 8 9 10 11 12	me a letter, which I found letter, but at the time I had not been aware of the letter. And I received an e-mail from Dino, who was in Spectrum Reach, which is marketing. He said a law office was trying to get ahold of me. So he forwarded this on to me and I read, you know, what the law office was saying. And instead of calling a supervisor, which is our policy, I just replied and tried to basically get out of trouble before I got into trouble. But that's not what we're supposed to do. Q. So in the first sentence of that e-mail, who is Dino? A. Dino is the man I just described
2 3 4 5 6 7 8 9 10 11 12	A. Yes. Q. And then there's a signature block and that's your signature block, right? A. Correct. Q. And that's your office address, right? A. Yes. Q. So right under that appears to be an e-mail that you're forwarding to a Mr. Ruhland. Is that pronounced right? A. Yes. That's my boss. Q. Yes. So underneath that is an	2 3 4 5 6 7 8 9 10 11 12 13	me a letter, which I found letter, but at the time I had not been aware of the letter. And I received an e-mail from Dino, who was in Spectrum Reach, which is marketing. He said a law office was trying to get ahold of me. So he forwarded this on to me and I read, you know, what the law office was saying. And instead of calling a supervisor, which is our policy, I just replied and tried to basically get out of trouble before I got into trouble. But that's not what we're supposed to do. Q. So in the first sentence of that e-mail, who is Dino? A. Dino is the man I just described from Spectrum Reach.
2 3 4 5 6 7 8 9 10 11 12 13 14	A. Yes. Q. And then there's a signature block and that's your signature block, right? A. Correct. Q. And that's your office address, right? A. Yes. Q. So right under that appears to be an e-mail that you're forwarding to a Mr. Ruhland. Is that pronounced right? A. Yes. That's my boss. Q. Yes. So underneath that is an e-mail that you had sent to Mr. McCready and just it's a Mr. McCready twice.	2 3 4 5 6 7 8 9 10 11 12 13	me a letter, which I found letter, but at the time I had not been aware of the letter. And I received an e-mail from Dino, who was in Spectrum Reach, which is marketing. He said a law office was trying to get ahold of me. So he forwarded this on to me and I read, you know, what the law office was saying. And instead of calling a supervisor, which is our policy, I just replied and tried to basically get out of trouble before I got into trouble. But that's not what we're supposed to do. Q. So in the first sentence of that e-mail, who is Dino? A. Dino is the man I just described from Spectrum Reach.
2 3 4 5 6 7 8 9 10 11 12 13 14	A. Yes. Q. And then there's a signature block and that's your signature block, right? A. Correct. Q. And that's your office address, right? A. Yes. Q. So right under that appears to be an e-mail that you're forwarding to a Mr. Ruhland. Is that pronounced right? A. Yes. That's my boss. Q. Yes. So underneath that is an e-mail that you had sent to Mr. McCready and just it's a Mr. McCready twice. Who is Mr. McCready, Steven	2 3 4 5 6 7 8 9 10 11 12 13 14 15	me a letter, which I found letter, but at the time I had not been aware of the letter. And I received an e-mail from Dino, who was in Spectrum Reach, which is marketing. He said a law office was trying to get ahold of me. So he forwarded this on to me and I read, you know, what the law office was saying. And instead of calling a supervisor, which is our policy, I just replied and tried to basically get out of trouble before I got into trouble. But that's not what we're supposed to do. Q. So in the first sentence of that e-mail, who is Dino? A. Dino is the man I just described from Spectrum Reach. Q. Are you saying Spectrum Reach?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A. Yes. Q. And then there's a signature block and that's your signature block, right? A. Correct. Q. And that's your office address, right? A. Yes. Q. So right under that appears to be an e-mail that you're forwarding to a Mr. Ruhland. Is that pronounced right? A. Yes. That's my boss. Q. Yes. So underneath that is an e-mail that you had sent to Mr. McCready and just it's a Mr. McCready twice. Who is Mr. McCready, Steven McCready?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	me a letter, which I found letter, but at the time I had not been aware of the letter. And I received an e-mail from Dino, who was in Spectrum Reach, which is marketing. He said a law office was trying to get ahold of me. So he forwarded this on to me and I read, you know, what the law office was saying. And instead of calling a supervisor, which is our policy, I just replied and tried to basically get out of trouble before I got into trouble. But that's not what we're supposed to do. Q. So in the first sentence of that e-mail, who is Dino? A. Dino is the man I just described from Spectrum Reach. Q. Are you saying Spectrum Reach? A. Yes.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A. Yes. Q. And then there's a signature block and that's your signature block, right? A. Correct. Q. And that's your office address, right? A. Yes. Q. So right under that appears to be an e-mail that you're forwarding to a Mr. Ruhland. Is that pronounced right? A. Yes. That's my boss. Q. Yes. So underneath that is an e-mail that you had sent to Mr. McCready and just it's a Mr. McCready twice. Who is Mr. McCready, Steven McCready? A. I believe he was a lawyer from	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	me a letter, which I found letter, but at the time I had not been aware of the letter. And I received an e-mail from Dino, who was in Spectrum Reach, which is marketing. He said a law office was trying to get ahold of me. So he forwarded this on to me and I read, you know, what the law office was saying. And instead of calling a supervisor, which is our policy, I just replied and tried to basically get out of trouble before I got into trouble. But that's not what we're supposed to do. Q. So in the first sentence of that e-mail, who is Dino? A. Dino is the man I just described from Spectrum Reach. Q. Are you saying Spectrum Reach? A. Yes. Q. What is that?
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A. Yes. Q. And then there's a signature block and that's your signature block, right? A. Correct. Q. And that's your office address, right? A. Yes. Q. So right under that appears to be an e-mail that you're forwarding to a Mr. Ruhland. Is that pronounced right? A. Yes. That's my boss. Q. Yes. So underneath that is an e-mail that you had sent to Mr. McCready and just it's a Mr. McCready twice. Who is Mr. McCready, Steven McCready? A. I believe he was a lawyer from Martin & Brown. Q. Who's Martin & Brown? A. I'm not sure. It was a law office.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	me a letter, which I found letter, but at the time I had not been aware of the letter. And I received an e-mail from Dino, who was in Spectrum Reach, which is marketing. He said a law office was trying to get ahold of me. So he forwarded this on to me and I read, you know, what the law office was saying. And instead of calling a supervisor, which is our policy, I just replied and tried to basically get out of trouble before I got into trouble. But that's not what we're supposed to do. Q. So in the first sentence of that e-mail, who is Dino? A. Dino is the man I just described from Spectrum Reach. Q. Are you saying Spectrum Reach? A. Yes. Q. What is that? A. It's our marketing. Q. Do you know his last name? A. Gerdeman.
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	A. Yes. Q. And then there's a signature block and that's your signature block, right? A. Correct. Q. And that's your office address, right? A. Yes. Q. So right under that appears to be an e-mail that you're forwarding to a Mr. Ruhland. Is that pronounced right? A. Yes. That's my boss. Q. Yes. So underneath that is an e-mail that you had sent to Mr. McCready and just it's a Mr. McCready twice. Who is Mr. McCready, Steven McCready? A. I believe he was a lawyer from Martin & Brown. Q. Who's Martin & Brown? A. I'm not sure. It was a law office. Q. And A. Not too familiar with them. Q. Why were you sending him an e-mail? A. Because I received an e-mail. Well,	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	me a letter, which I found letter, but at the time I had not been aware of the letter. And I received an e-mail from Dino, who was in Spectrum Reach, which is marketing. He said a law office was trying to get ahold of me. So he forwarded this on to me and I read, you know, what the law office was saying. And instead of calling a supervisor, which is our policy, I just replied and tried to basically get out of trouble before I got into trouble. But that's not what we're supposed to do. Q. So in the first sentence of that e-mail, who is Dino? A. Dino is the man I just described from Spectrum Reach. Q. Are you saying Spectrum Reach? A. Yes. Q. What is that? A. It's our marketing. Q. Do you know his last name? A. Gerdeman. Q. Can you spell that for the record as best you can? A. G-e-r-d-e-m-a-n. I don't believe he's an employee anymore, though. They downsized

2 some way? 2 was getting ah 3 A. Not at all. He just works in Lima. 3 deal with ever 4 They were looking for somebody from Lima to get 4 Q. No 5 ahold on and they found Dino. 5 that because V 6 Q. So he was just facilitating getting 6 going out of b 7 the letter from Mr. McCready to you? 7 A. Tha 8 A. Yes. 8 that was just recommendations.	Page 26 viously nervous because a law office hold of me. It's not something you by day. The misleading information is
2 some way? 2 was getting ah 3 A. Not at all. He just works in Lima. 3 deal with ever 4 They were looking for somebody from Lima to get 4 Q. No 5 ahold on and they found Dino. 5 that because V 6 Q. So he was just facilitating getting 6 going out of b 7 the letter from Mr. McCready to you? 7 A. Tha 8 A. Yes. 8 that was just r	nold of me. It's not something you ry day.
3 A. Not at all. He just works in Lima. 3 deal with ever 4 They were looking for somebody from Lima to get 4 Q. No 5 ahold on and they found Dino. 5 that because V 6 Q. So he was just facilitating getting 6 going out of b 7 the letter from Mr. McCready to you? 7 A. That 8 A. Yes. 8 that was just recommendations.	y day.
4 They were looking for somebody from Lima to get 4 Q. No 5 ahold on and they found Dino. 5 that because V 6 Q. So he was just facilitating getting 6 going out of b 7 the letter from Mr. McCready to you? 7 A. That 8 A. Yes. 8 that was just r	
5 ahold on and they found Dino. 5 that because V 6 Q. So he was just facilitating getting 6 going out of b 7 the letter from Mr. McCready to you? 7 A. That 8 A. Yes. 8 that was just r	. The misleading information is
6 Q. So he was just facilitating getting 6 going out of b 7 the letter from Mr. McCready to you? 7 A. Tha 8 A. Yes. 8 that was just r	
7 the letter from Mr. McCready to you? 7 A. Tha 8 A. Yes. 8 that was just r	Windstream was in bankruptcy, it was
8 A. Yes. 8 that was just r	ousiness?
I -	at not necessarily. I mean,
9 Q. Okay. You say in the second I'm 9 own behind.	ne kind of I said that to cover my
	Not really there's a big difference
10 sorry, the third sentence, I was given misleading 10 between a ban	nkruptcy and going out of business, I
11 information. 11 understand that	at, but at the time in the e-mails it
12 A. That is just that was basically 12 wasn't really	- I didn't really look over my work
13 me just trying to if you see the previous 13 as well as I sh	ould have, I would say.
14 e-mails, which we haven't discussed yet, I said 14 Q. So	but I'm just trying to understand
that they're going out of business and at no point 15 when you say,	, I was given misleading information,
	g me that that assertion was
business. And, honestly, at this point, I was just 17 incorrect?	
18 trying to make myself look better by not not a 18 A. Yes	s. You're saying my assertion
19 complete idiot that assumes a bankruptcy is going 19 into that?	
20 out of business when there's obviously differences 20 Q. Yes	s.
21 between the two. 21 A. Yes	ah. I acted alone on writing
I know that more than, you know 22 that. So, like	I said, I just didn't want to look
23 more than what this shows. I understand that. But 23 like a complet	te buffoon.
24 I was just more excited at the time more than 24 Q. So	there's further down on that
25 anything. You know, the initial e-mails and this 25 e-mail six a	list of six e-mails, do you see
Page 27	Page 28
1 that? 1 their face to b	be the e-mails that you sent to this
2 A. Yep. 2 list; am I righ	-
3 Q. And are those the potential 3 A. Ye	
4 customers that you talked to about the Windstream 4 Q. An	nd in addition, with respect to
	ou sent out there's a follow-up e-mail
6 A. Yes. 6 that you sent	•
7 Q. And that's all there was? 7 A. Ye	
	n I correct about that?
9 Q. And on a couple of them, they have a 9 A. Ye	
	cay. So we can look at any one of
	want to, but on I'm on page 2,
· ·	es stamped at the bottom
	213. Can we look at the original e-mail
	e potential customer at the bottom;
15 aren't, and my question to you is: How did you 15 is that okay?	
16 know that the HC Humane Society was a Windstream 16 A. Ye	es.
·	is is to somebody named Vanessa.
	eferred to you by another rep in our
19 wasn't completely certain that they were Windstream 19 area. Who w	
	ot a list of I got a list of
	ndstream customers from another rep. I
	other area if it's a referral from
	omer, because Kenton wasn't my area.
	used that to say I was referred, but
	kind of a loose term, honestly.
	··· , ··, ·

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	Page 29		Page 30
1	Q. But the referral came from another	1	e-mail?
2	rep?	2	A. March 29th.
3	A. Yes.	3	Q. So at that point in time, how did
4	Q. Who was that?	4	you know that Windstream was in bankruptcy?
5	A. It was Julianne Jordan (phonetic).	5	A. As we discussed earlier, it was
6	She didn't really give me a referral. She just	6	I'm not 100 percent. It could have been the call,
7	gave me a list of potential Windstream customers in	7	it could have been a fellow employee. I'm not 100
8	Kenton.	8	percent sure on where I heard exactly.
9	Q. Just for the record, Kenton is	9	I just, like I said, I kind of
10	another town in Northwest Ohio, right?	10	didn't pay as much attention when we did first talk
11	A. That's the town that all these are	11	about it, didn't think it would be a big deal
12	from, yes.	12	because I didn't have any Windstream customers.
13	Q. So you say in this e-mail, "I'm	13	Q. Let me get you to look for a moment
14	contacting you because your current phone provider	14	at Sites Exhibit Number 2. It's the thick
15	is going out of business." And that would have	15	document. And to that page that we looked at
16	been that's the Windstream reference that you're	16	before. The first page of the lawsuit. And you
17	referring to?	17	may have to move the clip that's holding the pages
18	A. Yes.	18	together, but up in the top right-hand corner is
19	Q. And I wanted to make "I wanted to	19	the filing date.
20	help you make a seamless transition to a new	20	A. Shows 4/5/19.
21	service," to complete the sentence. You then go on	21	Q. So that was after you contacted
22	to talk about wanting the opportunity to quote	22	these customers, correct?
23	service to them, correct?	23	A. Yes.
24	A. Yes.	24	Q. So you could not have known of the
25	Q. So do you notice the date of that	25	lawsuit by Windstream against Charter at that
	Page 31		Page 32
	1 point?	1	for identification Number 3, Bates stamp
	2 A. No, I wouldn't have known about the	2	Charter_020213, the top is, I take it, the
	3 lawsuit.	3	follow-up e-mail to this Vanessa?
	4 Q. Okay.	4	A. Yeah.
	5 A. And that would my original	5	Q. And
	6 thought was that I kind of heard they had filed	6	A. That was sorry, go ahead.
	bankruptcy and then after I sent a few e-mails, we	7	Q. No, you go ahead. I'm sorry.
	8 really got into it on a call like don't	8	A. That was after I had received the
	9 basically don't do what I had already done.	9	e-mail from the law firm, the Martin & Brown.
	10 Q. So take your time to look through	10	Instead of going to my higher-ups like I should
	the rest of these e-mails, but I think they're all	11	have done and talked to them about it, I tried just
	12 dated March	12	e-mailing all the customers that I had spoken with
	13 A. Yeah, they're all the same day.	13	that day, again, trying to cover my own bum and it
	14 Q. Okay.	14	wasn't really the best idea.
	15 A. And I stopped, but like, honestly,	15	Q. So, again, where you say, apologies
	it took, to even send these few e-mails, it took,	16	I was given misinformation, are you not accurately
	you know, two hours. It wasn't really worth my	17	representing what happened there?
	time to and, like I said, nothing really came	18	A. That's not accurate, no.
	19 from it, because I was doing basically blind	19	Q. But you are aware at that point that
	research online and, you know, Facebook pages and	20	Windstream is not going out of business?
	websites, et cetera. There's not a whole lot of	21	A. Yes.
	information when you just blindly look for a	22	Q. Okay.
	business and try to get, you know, who you talk to.	23	A. And I was aware the first point.
			*
	Q. So then on top of that page, and I'm	24	Like I said, I was excited and I think I just I
	Q. So then on top of that page, and I'm now referring to the second page in Sites Exhibit	24 25	Like I said, I was excited and I think I just I didn't think about what I was saying when I sent

Item No. 252 Pg 10 of 17 Page 33 Page 34 those first e-mails. That was kind of what but being a day or two apart, that's not unheard 1 2 happened. 2 3 Q. When you sent those first e-mails, 3 Q. Let me have this marked as Sites you were aware that Windstream was not going out of 4 4 Exhibit Number 4 for identification. 5 business? A. I was aware they were bankrupt. I 6 Thereupon, a document was marked for 7 wasn't -- I think I misconstrued the term purposes of identification as Sites Exhibit 4 by 8 8 bankruptcy with going out of business, but they're the reporter. 9 not the same thing. 9 10 10 Q. If you could actually go to the next BY MR. ROSS: 11 to last page of this same exhibit, Sites 3 for 11 Q. So, Mr. Sites, take a moment to look 12 identification. It's got the Bates stamp 12 at this, but in particular I want to focus your 13 attention on the date of April 11, 2019. And 13 Charter_020217 on the bottom. 14 whenever you're ready, my first question to you is 14 Are you on that page? 15 going to be who is Scott Niles? 15 A. Yes. 16 I am not sure who Scott Niles is 16 Q. So that's a couple of days, 17 actually, before, March 27th. without -- but I would assume he's a higher-up 17 18 maybe, but I'm not sure who Scott Niles is. 18 A. Yes. 19 Q. Okay. So I don't see your e-mail 19 Q. So I'm not trying to trip you up in 20 address on this e-mail. Can you just confirm any way, but is it possible that these six e-mails 20 21 that's correct for me? 21 all went out the same week and that's what you --22 A. Correct. 22 A. Yeah, I guess I could have sent a 23 Do you recall -- have you read the Q. 23 couple of them prior. 24 document yet? 24 Okay. 25 A. This e-mail? 25 I thought it was all the same day, Page 35 Page 36 know, we have -- discuss different topics and 1 Q. 1 Yes. 2 anything that's, you know, big for our area or big 2 A. No, I haven't read the whole thing. 3 I was looking for my name. 3 for the company. 4 4 Why don't you read it real quick. So Great Lakes is a broader region 5 My question to you, though, is going to be: Do you 5 than Northwest Ohio? 6 recall ever receiving this e-mail? 6 A. 7 7 So that would be a call where I don't recall this e-mail Q. 8 8 particularly. We could have received this e-mail multiple regions talked about it? 9 9 Yes. on -- I'm sure I did. If this was sent to A. 10 everyone, I'm sure I got it and we did --10 So do you recognize any of the recipients of this e-mail as being in your 11 basically, what this e-mail is discussing we talked 11 immediate supervisory chain? 12 about several times on different calls between 12 13 our -- we have our Great Lakes development call 13 No. A. 14 every other Wednesday and that was something we 14 Q. Okay. 15 really dug into it, is not to contact Windstream 15 A. I don't recognize any of these. 16 customers and not to -- definitely don't mention 16 These could be, though, you know, higher-ups above 17 their bankruptcy. 17

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And as I said before, once I knew there was, you know, don't talk to those, I threw away the list I had and stopped even contacting anyone from Windstream.

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You just referred to the Great Lakes and I missed the last part.

A. The Great Lakes, we have a development call, but it's where we discuss, you

them, but, I mean, I could be wrong as well. Well, if you don't know, you don't Q. know. Yeah. A. I mean, that's fair. So you said that -- again, the testimony will speak for itself, but essentially that you knew when you told these folks that Windstream was going out of business that they were

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		Page 37		Page 38
	1	only in bankruptcy, right?	1	and
	2	A. Correct.	2	A. I went back and checked my e-mail
	3	Q. And so what was the motivation	3	how many I sent.
	4	behind telling them that, telling customers that	4	Q. Okay. I take it that would have
	5	they were going out of business?	5	been before April 19th when you said this, right?
	6	A. I wasn't thinking. So, I mean,	6	A. Yes. And, honestly, when I got the
	7	that's the only motivation. Looking back, that's	7	information on the lawsuit that we discussed in our
	8	the only motivation I can think of is had I taken	8	Great Lakes call, don't contact these customers,
	9	that e-mail template and showed even any other rep	9	don't call, I didn't even go back and look at these
	10	or showed my supervisor before I clicked send, I	10	and see what I said exactly. I just was kind of
	11	don't think we'd be here right now, because I	11	like, I'm not even messing with this anymore,
	12	wouldn't have said anything like that. They would	12	because it's but I should have. I mean,
	13	have said no, don't absolutely don't send that	13	obviously, I should have went back and noticed
	14	type of e-mail.	14	that. Apologized to the customer before I received
	15	Q. So but your motivation really was to	15	a letter, but regardless
	16	make a sale, wasn't it?	16	Q. But then the letter came from the
	17	A. Yes.	17	Martin & Brown law firm?
	18	Q. And you had no factual basis for	18	A. Yes, yes.
	19	saying that Windstream was going out of business,	19	Q. And did the e-mails apologizing go
	20	correct?	20	out before or after you got that letter?
	21	A. Neg no, I did not.	21	A. The second I read the e-mail, the
	22	Q. And in the e-mail we saw earlier,	22	information that Martin & Brown gave me, I e-mailed
	23	Sites Exhibit 3 for identification, with the six	23	those customers. Because it said the e-mail
	24	e-mail listing, how did you know that there was	24	specifically said to apologize to the customers I
	25	just six? Did you somehow go back on your computer	25	had spoken with and tell them that's not true,
	23	just six. Bid you somehow go back on your computer		•
		Dage 39		Page 40
_	1	Page 39		Page 40
	1	because it wasn't true, they weren't going out of	1	just confuse the two.
	2	because it wasn't true, they weren't going out of business, they were filing for bankruptcy. And I	2	just confuse the two. A. No, it was an actual letter. There
	2	because it wasn't true, they weren't going out of business, they were filing for bankruptcy. And I know there's a difference. It was just me being	2	just confuse the two. A. No, it was an actual letter. There was an e-mail too. That's what I said I received
	2 3 4	because it wasn't true, they weren't going out of business, they were filing for bankruptcy. And I know there's a difference. It was just me being excited and wanting to get a sale thinking this was	2 3 4	just confuse the two. A. No, it was an actual letter. There was an e-mail too. That's what I said I received from Dino.
	2 3 4 5	because it wasn't true, they weren't going out of business, they were filing for bankruptcy. And I know there's a difference. It was just me being excited and wanting to get a sale thinking this was fish in a barrel and it really wasn't.	2 3 4 5	just confuse the two. A. No, it was an actual letter. There was an e-mail too. That's what I said I received from Dino. Q. Dino sort of sent you an e-mail
	2 3 4 5 6	because it wasn't true, they weren't going out of business, they were filing for bankruptcy. And I know there's a difference. It was just me being excited and wanting to get a sale thinking this was fish in a barrel and it really wasn't. It's not even — big companies file	2 3 4 5 6	just confuse the two. A. No, it was an actual letter. There was an e-mail too. That's what I said I received from Dino. Q. Dino sort of sent you an e-mail saying look at the letter?
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	Page 41		Page 42
1	Dino well, Dino e-mailed me and Jim together.	1	disciplined in some way by the company?
2	Q. Okay.	2	A. Yes. I was put on disciplinary or
3	A. I'm fairly certain in the first	3	corrective action for one year. That was as of
4	place about that. And then after the fact, I	4	July or June 1st.
5	checked where our mail is, because I don't get very	5	Q. What does it mean corrective action
6	much mail in our office, so I don't check it every	6	for one year?
7	day, and there was a letter from them sitting	7	A. Basically, I can't get in any
8	there.	8	trouble. I have to have a good driving record and
9	Q. Okay.	9	I have to have my sales, obviously, stay in good
10	A. But, I mean, that's been six, seven	10	standing.
11	months. I'm not sure I even still have it.	11	Q. When you say June 1st, you meant
12	Q. Well, what did Mr. Ruhland tell you	12	June 1, 2019, correct?
13	to do, if anything?	13 14	A. Yes.
14	A. About?	15	Q. And is this the sort of thing that's like a warning and if you if anything happens
15 16	Q. About the letter.A. He basically just said stop	16	during that year, that you get fired, or how does
17	A. He basically just said stop contacting anyone and we have lawyers and stuff and	17	that work?
18	let the chain of command handle it, not me. Like	18	A. That was my understanding. I have
19	it was basically I was an idiot for e-mailing these	19	to you know, I'm basically make sure I do my job
20	people in the first place and for he didn't say	20	correctly and as I'm supposed to be doing. I'd
21	that exactly, but that's what I, you know I	21	already done I sneezed on a conference call and
22	shouldn't have e-mailed the people in the first	22	used an F word. So that was but I apologized,
23	place and I really shouldn't have replied to them.	23	so I didn't get anything official. I thought I
24	Q. As a result of these e-mails and	24	didn't know I wasn't on mute at the time, but so I
25	everything that happened afterwards, were you	25	had already kind of been little little bit on
1	thin ice with that. Not thin ice, but, you know,	1	e-mailing customers.
2	just didn't help it.	2	Q. When did this happen?
3	From my understanding, this had been	3	A. That was on June 1st.
4	discussed with all the way up to our VP on the east	4	Q. Okay. Who else did you meet with
5	coast, so	5	besides Mr. Yates?
6	Q. Did anyone other than your immediate	6 7	A. My supervisor, Jim Ruhland.
7 8	supervisor, Mr. Ruhland, talk to you about this incident?	8	Q. That was it? A. Yes.
9	A. Yes. When I had to go up and sign	9	A. 1 es. Q. What did they tell you?
10	the paperwork for the one-year corrective action,	10	A. Basically about my corrective
11	it was my director. Basically my boss' boss.	11	action, what it pertained to and, you know, keep my
12	Q. Who is that?	12	sales up and don't get in trouble.
13	A. Brian Yates.	13	Q. So they didn't discuss the actual
14	Q. Do you know what his title is?	14	incident in any way?
15	A. Director of sales. Spectrum	15	A. We did. We discussed, you know, why
16	Business.	16	would you just e-mail people? That's not what we
17	Q. Where is he located?	17	do. We go door-to-door and talk to people
18	A. He is in Bay City, Michigan.	18	face-to-face. And e-mail should only be used as a
19	Q. And you actually met with him or you	19	follow-up, not as, you know, trying to sell stuff.
20	simply had to go up to sign a form?	20	Q. And they explained to you that
21	A. I met with him for corrective action	21	you're not supposed to give out misinformation to
22	for several minutes. I mean, I was in Toledo for	22	customers?
23	about an hour meeting with them to make sure I	23	A. Yes, that was also explained.
24 25	understood not to contact the Windstream customers	24	Q. Are you aware of any other reps who
45	like I did before and not to be just blindly	25	have been telling customers that Windstream was

Page 45 Page 46 bankrupt? 1 they're pretty broad. They don't specifically talk 2 A. Not to my knowledge, no. I'm sure 2 to Windstream customers or anything like that. The 3 3 it has happened. I would assume that's why we're first time I've seen this was when I got the 4 4 all here, but no, I have no idea about any other subpoena. rep doing that. 5 Okay. I'm going to ask the same Q. 6 Q. Okay. 6 question about the advertisement that's on page 14. 7 7 A. It's not -- Windstream is not very Again, take your time to look at that one. 8 8 prevalent in my area. Kenton is not technically A. Yeah, same thing. This isn't 9 Northwest Ohio, it's technically part of Columbus. 9 something that we had. And, again, my area doesn't 10 10 So which would be -- I'm not sure if they're even have Windstream. But this is a completely 11 Southern Ohio or Mid-Ohio or what, but they're not 11 different, I guess, department that would get 12 in the Great Lakes, so they're --12 these. The mailers are a little different than 13 13 what we do. Q. Okay. Let me get you to look again 14 at what we've marked for identification as Sites 14 Q. So, again, the first time you saw it 15 Exhibit Number 2. And, again, go to that -- the 15 was when you received the subpoena and looked at complaint which initiated the lawsuit. And within 16 16 the complaint? 17 that document, I'd like you to go to page 13 and 17 A. Yes, sir. Q. And I take it that means if you 18 18 14. Let's start with the page 13, and I'll 19 19 hadn't seen it before, you never distributed either represent to you that this is an advertisement that 20 Spectrum sent earlier in 2019 by mail. And take 20 of these documents? 21 your time to read it, but my question to you is 21 No, I did not. 22 going to be: Did you see this before today? 22 Are you aware of anybody -- strike 23 A. No, I did not. The mailers don't 23 that. 24 really pertain to our, you know, what we do. We 24 Are you aware of any other have our own flyers and stuff that we hand out and 25 25 representative of Charter who was distributing Page 47 Page 48 1 these door-to-door? 1 going out of business? 2 2 A. No. This doesn't look like A. I don't know specifically if that 3 something we would do door-to-door. This looks 3 was, you know, the exact case, but I do know that 4 4 like something that would come in the mail. we were told don't. Don't mention the bankruptcy, 5 5 don't mention anything about that. The only thing Q. Do you know Mr. Emmit Walker? 6 A. No, I do not know Emmit Walker. 6 you could sell to anybody, much less Windstream, 7 7 is we're faster, speed reliability, price, et O. You never saw this advertisement, 8 8 either of these advertisements that we've been cetera. 9 9 looking at posted in the Lima store? So you were told not to reference 10 A. No. And another thing, those 10 Windstream, but you don't remember anyone within 11 advertisements don't even -- my stuff would say 11 the company telling you that a temporary 12 Spectrum Business, this is just Spectrum. I 12 restraining order had been issued? 13 believe this would be for residential customers. 13 A. I'm sure that's not exactly -- I 14 14 Okay. Did you ever at any point mean, I don't -- I don't know, honestly. That 15 have any discussions with anybody about these 15 might have been the exact words they used or might 16 advertisements? And by that I mean, within the 16 not. But I know my boss said do not -- don't 17 company Charter? 17 mention the bankruptcy. He didn't say -- he just 18 18 No. No discussion whatsoever about said there was lawsuits more than anything. 19 them. I've never seen them before, never heard of 19 Now, we could have discussed it 20 20 them until these documents I was given from the specifically like that in a call with the Great 21 person who served me my subpoena. 21 Lakes area, but that's again -- that's -- those 22 22 Q. At some point in time did you learn exact words, no, I'm not sure. 23 23 that a court had issued a temporary restraining Okay. So got a similar question to Q. 24 order against Charter and its employees instructing 24 ask you. 25 them to stop telling customers that Windstream was 25 A. Yeah.

Page 49 Page 50 Q. But it is different. But I don't 1 1 e-mails to ever followed up in any way with you? 2 want to confuse you. 2 A. No. I have not followed up with a 3 3 So after that, the court then issued single one of these customers or spoke with them 4 4 a preliminary injunction directing Charter and its past the, you know, initial e-mail. They never 5 employees not to tell customers or potential 5 even e-mailed me back. 6 customers that Windstream was going out of 6 Q. So none of these customers, to your 7 7 business. knowledge, switched their service? 8 8 Do you remember the issuance of that A. No. Definitely not with me. 9 preliminary injunction or being told about the 9 Q. Okay. So now, in connection with 10 10 issuance of that preliminary injunction? your subpoena today, you were asked to search for 11 Not specifically on that and not a 11 and produce some documents, and your counsel's 12 specific date, but, like I said, we continued to 12 given me a manila folder with those documents that 13 get -- be told do not -- do not mention anything 13 are supposedly complying with the subpoena. 14 about that to customers. 14 What I'd like to do, since they're 15 Q. Okay, fair enough. 15 not stamped in some way, is have them, each one, A. And, I mean, before that, any of 16 16 entered one by one. 17 those lawsuits came out, I had already sent a few 17 A. Okay. 18 e-mails. And I honestly threw my list that I had 18 Q. Take us a couple of minutes, but my 19 away, because I didn't want to mess with it, didn't 19 question is always going to be the same to you, 20 want to be, you know -- I was trying to wash my 20 which is: You agree that you're producing this 21 hands of that whole situation. 21 document --2.2 Q. So can I get you to go back to what 22 A. Yes. 23 we marked for identification as Sites Exhibit 23 Q. -- in connection with the subpoena. 24 Number 3. It's this one. And just want to ask you 24 So let's just do that. 25 whether or not any of these customers you sent 25 MR. ROSS: Linda, what number am I Page 51 Page 52 Sites Exhibit Number 17. 1 1 up to? 2 THE COURT REPORTER: Five. 2 And, finally, Sites Exhibit 3 A. Yep, five. 3 Number 18. 4 4 5 5 Thereupon, a document was marked for Thereupon, documents were marked for 6 purposes of identification as Sites Exhibit 5 by 6 purposes of identification as Sites Exhibits 6 7 7 the reporter. through 18 by the reporter. 8 8 9 9 BY MR. ROSS: THE COURT REPORTER: Are you 10 marking them all now? 10 Q. Okay. Mr. Sites, I've given you what we've marked for identification as Sites 11 11 MR. ROSS: Yes. One by one. So 12 just give that to him. So that's Sites Exhibit 12 Exhibits 5 through 18. I think you've had a chance 13 Number 5 for identification. 13 to look at them each as we've marked them. 14 14 And this will be Sites Exhibit Could you just confirm these are the 15 Number 6 for identification. Seven. 15 documents that you're producing in response to our 16 Sites Exhibit Number 8. 16 subpoena? 17 That's Sites Exhibit Number 9. 17 A. Yes. 18 18 And, Linda, I'm giving you Sites Q. So let me just ask you a few 19 19 questions about this. The very first one, Sites Exhibit Number 10. And here is Sites Exhibit Number 11. Exhibit Number 5 for identification, appears to be 20 20 21 And Sites Exhibit Number 12. 21 going to someone called tim@goldengraphics. It 22 22 Here's Sites Exhibit 13. doesn't appear to be on the list of e-mails that 23 you identified in Sites Exhibit Number 3. 23 Sites Exhibit 14. 24 Sites Exhibit 15. 24 No, it does not. 25 Sites Exhibit 16. 25 So does this, does Sites Exhibit

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	Page 53		Page 54
1	Number 5 for identification have nothing to do with	1	Q. Sites Exhibit Number 10
2	Windstream?	2	A. Is to Connie again, it looks like.
3	A. I don't believe it does. I think	3	Q. Appears to be a duplicate of that
4	Golden Graphics was a different I'm not 100	4	one. Specifically, a duplicate of Sites Exhibit
5	percent sure, honestly, but it says something about	5	Number 8, correct?
6	Windstream, so I would assume it does. I just must	6	A. Yes.
7	have missed this one.	7	Q. And then Sites Exhibit Number 11 is
8	Q. Okay. Let me get you to look at	8	a duplicate of the e-mail to Vanessa, right?
9	Sites Exhibit Number 6.	9	A. Yes.
10	A. That is the same e-mail that we	10	Q. So let me get you to look at Sites
11	looked at earlier.	11	Exhibit Number 12 for identification for a moment.
12	Q. This is the same as Sites Exhibit	12	This is going to somebody referred to as Denise at
13	Number 3, correct?	13	Whitaker Enterprises?
14	A. Yes.	14	A. Yes.
15	Q. Okay. And Sites Exhibit Number 7	15	Q. And that is listed on Sites Exhibit
16	appears to be the e-mail we discussed where you	16	Number 3 as one of the e-mails that you sent the
17	to a Vanessa person, right?	17	Windstream information about, right?
18	A. Yes.	18	A. Yes.
19	Q. And then Sites Exhibit Number 8 is	19	Q. And you start by saying, Hello,
20	the one to somebody named Connie, correct?	20	thanks for the information on the phone.
21	A. Yes.	21	That sounds like she actually
22	Q. And then Sites Exhibit Number 9 for	22	that you actually did talk to her by phone?
23	identification is the one to Dr. Wesson that we	23	A. I believe this there was one or
24	already discussed, right?	24	two that I didn't find an e-mail online, so I just
25	A. Yes.	25	called them quick and they gave me an e-mail
	Page 55		Page 56
1	Q. So	1	Julianne Jordan. And that was just me covering my
2	A at least to send a quote over.	2	own behind with, you know, reaching out to somebody
3	Q. Sites Exhibit Number 12 was sent	3	not in my area specifically.
4	before you sent the information about Windstream?	4	Q. So Sites Exhibit Number 16 doesn't
5	A. I believe so, yes.	5	have that mention of being referred by another rep.
6	Q. Okay. And would that also be true	6	Is that because Wingfield Crop was in your business
7	for Sites Exhibit Number 13?	7	area?
8	A. Yes.	8	A. No. I just didn't mention it in
9	Q. Okay. So Sites Exhibit Number 14,	9	that e-mail.
10	could you just tell us for the record what this is?	10	Q. Okay. And Sites Exhibit Number 17
11	A. That's just a quick quote for	11	and 18 are just, again, the form of a quote that
12	service. It's a template my that I just use. I	12	you personally use for potential customers?
13	don't I don't think it's really an approved I	13	A. Yes.
14	don't think we have, like, an exact approved quote.	14	Q. And they would have been attached to
15	We might, but this is the one I typically use	15	the e-mails to these customers?
16	because it's easier for me to do.	16	A. Yes.
17	Q. So this would have been attached to	17	MR. ROSS: So we've been going for
18	the e-mail you sent to Golden Graphics?	18	an hour now. Actually, a little bit more than an
19	A. Yes.	19	hour. Why don't we take a brief break. You can
20	Q. So Sites Exhibit Number 15 for	20	we'll go off the record, you can use the restroom,
21	identification, which goes to the HC Humane	21	and then we'll finish up relatively quickly. Is
22	Society, again, there's reference to being referred	22	that okay?
23	to you by another rep in our area. Who is that	23	THE WITNESS: Okay.
24	other rep?	24	THE VIDEOGRAPHER: We're going off
25	A. That was the same rep as before,	25	the record. The time is 1:58. Stand by, please.

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	Page 57		Page 58
1	(A recess was taken.)	1	little confusion as to kind of the timing of the
2	THE VIDEOGRAPHER: We're back on	2	telephone calls that may or may not have preceded
3	the record. The time is 2:15. You may begin.	3	your e-mails to various Windstream customers where
4	MR. ROSS: So, Mr. Sites, that's	4	you talked about the Windstream bankruptcy.
5	all the questions I have for you at the moment.	5	Do you recall that?
6	Thank you very much for your time.	6	A. Yes.
7	THE WITNESS: Thank you.	7	Q. Were you ever on a telephone call at
8	MR. KINGSTON: I just have a few,	8	Charter related to the Windstream bankruptcy where
9	Counsel.	9	you were given instructions related to the
10	MR. ROSS: I think he goes first.	10	Windstream bankruptcy other than not to mention it?
11	MR. KINGSTON: You know, I	11	A. No. Just no. The only thing we
12	apologize. You're 100 percent right.	12	were told was don't mention anything about the
13	MR. RAPPOPORT: I have no	13	bankruptcy, anything of that nature. The only
14	questions.	14	thing we were told when we're working on a
15	MR. KINGSTON: Sorry about that.	15	Windstream area, it's, you know, we're faster, more
16	MR. RAPPOPORT: No, you're fine.	16	reliable and cheaper. That's the standard for
17	CROSS-EXAMINATION	17	anything, any other company.
18	BY MR. KINGSTON:	18	Q. So it would be incorrect to suggest
19	Q. Mr. Sites, I want to talk a little	19	that there was instructions given to employees,
20	bit about the discussion you had with Mr. Ross	20	such as yourself, to use the Windstream bankruptcy
21	regarding telephone calls in which Windstream's	21	as a ploy to gain business on one of these
22	bankruptcy was mentioned. Do you recall those?	22	telephone calls?
23	A. Yes.	23	A. Yes.
24	Q. And there was the record will	24	Q. And then I think that you and
25	obviously speak for itself, but I think there was a	25	Mr. Ross had a discussion about what you were told
	7.1		,
	Page 59		Daga 60
	1496 37		Page 60
1		1	
1 2	related to a preliminary injunction or a temporary	1 2	recollection of a specific e-mail related
2	related to a preliminary injunction or a temporary restraining order filed in the Windstream case.	2	recollection of a specific e-mail related A. Not a specific e-mail, no. But I'm
2 3	related to a preliminary injunction or a temporary restraining order filed in the Windstream case. Do you recall that?	2	recollection of a specific e-mail related A. Not a specific e-mail, no. But I'm sure we got it. I have no doubts with something
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19-08246-rdd Doc 343-32 Filed 05/13/21 Entered 05/13/21 18:51:01 Item No. 252 Pg 17 of 17

Page 61 1 AFIDANTERRATA SHEET 2 STATE OF ORIO: SS: 3 COUNTY OF FRANKLIN: 4 WINDSTREAM HOLDINGS V. CHARTER COMMUNICATIONS 5 1. Andrew Sites, do hereby certify that 6 I have read the foregoing transcript of my deposition given on Spermeber 10, 2019, and wish to make the following additions, corrections, amendments, or deletions: 8 PAGE NO. LINE NO. CHANGE AND REASON FOR CHANGE: 10 11 12 13 13 14 15 16 17 18 19 19 10 11 11 11 12 13 13 14 15 15 16 17 18 19 19 Andrew Sites 21 22 Andrew Sites 21 23 Andrew Sites 21 24 Andrew Sites 22 34 Andrew Sites 23 3 Andrew Sites 3 THE STATE OF OHIO: SS: COUNTY OF FRANKLIN: 4 HONTARY Public in and for the State of Ohio, do hereby certify that before the taking of his said deposition was taken in all respects jursuant to the stipulations of counsel hererofore set forth; that the forcegoing is the said Andrew Sites of Omion was taken in all respects jursuant to the stipulations of counsel hererofore set forth; that the forcegoing is the said Andrew Sites of Omio was taken in all respects jursuant to the stipulations of counsel hererofore set forth; that the forcegoing is the said Andrew Sites of Omio was taken in all respects jursuant to the stipulations of counsel hererofore set forth; that the forcegoing is the said Andrew Sites of Omio was taken in all respects jursuant to the stipulations of counsel hererofore set forth; that the forcegoing is the said Andrew Sites of Omio was taken in all respects jursuant to the stipulations of counsel hererofore set forth; that the force the taking of his said deposition was taken in all respects jursuant to the stipulations of counsel hererofore set forth; that the force the taking of his said deposition was taken in all respects jursuant to the stipulations of counsel hererofore set forth; that the force the taking of his said Andrew Sites and Andrew Sites and Andrew Sites of Omio was taken in all respects jursuant to the stipulations of counsel hererofore set forth; that the force is forther and Notary Public and Andrew Sites of Omio was
2 STATE OF OHIO: SS: 3 COUNTY OF FRANKLIN: 4 WINDSTREAM HOLDINGS v. CHARTER COMMUNICATIONS 5 I, Andrew Sites, do hereby certify that 6 I have read the foregoing transcript of my deposition given on September 10, 2019, and wish to make the following additions, corrections, amendments, or deletions: 8 PAGE NO. LINE NO. CHANGE AND REASON FOR CHANGE: 10 11 12 13 14 15 16 17 18 In all other respects, the transcript is true and correct. 19 20

Debtor

Defendants' Designations and Counter Designations

	Page 2
1	APPEARANCES:
3	Conflict counsel for the debtors and debtors
4	in possession:
5	Terence Ross, Esq. KATTEN MUCHIN ROSENMAN LLP
	575 Madison Avenue
6	New York, NY 10022
7 8	
	On behalf of the Plaintiffs Charter
9	Communications Holing Company, LLC, and Charter Communications Operating, LLC:
10	Michael Nepple, Esq.
11	THOMPSON COBURN LLP
12	One US Bank Plaza St. Louis, MO 63101
1.2	,,
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15	On behalf of the Official Committee of Unsecured Creditors:
16	Jocelyn Greer, Esq.
17	MORRISON & FÖERSTER LLP 250 West 55th Street
1.8	New York, NY 10019
20	
21	
23	
25	
	Page 4
1	THE VIDEOGRAPHER: We're on the
2	record. The time is 9:59 a.m. Today's date
	is September 11, 2019. We are here in re the
	bankruptcy proceedings of Windstream Holdings
	Incorporated, et al., in the adversarial proceedings in Windstream Holdings
	Incorporated, et al., versus Charter
8	Communications Incorporated and Charter
9	-
	Communications Operating, LLC, in the United States Bankruptcy Court for the Southern
9	Communications Operating, LLC, in the United
9	Communications Operating, LLC, in the United States Bankruptcy Court for the Southern
9 10 11	Communications Operating, LLC, in the United States Bankruptcy Court for the Southern District of New York, case number 19-22312.
9 10 11 12 13 14	Communications Operating, LLC, in the United States Bankruptcy Court for the Southern District of New York, case number 19-22312. Will the attorneys present please identify themselves for the record. MR. ROSS: Terence Ross
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		253 Pg 3	of 23		
		Page 5			Page 6
	1	EMMITT WALKER	1		the name of the company.
	2	of lawful age, called for examination pursuant to	2	0	Okay. What's your formal business title that
	3	the Federal Rules of Civil Procedure, having been	3		would be on your business card perhaps?
	4	first duly sworn, as hereinafter certified, was	4	A	
	5	examined and testified as follows:	5	Q	And how long have you been a direct sales rep
	6	EXAMINATION OF EMMITT WALKER	6	_	for Charter?
	7	BY MR. ROSS:	7	A	For a year.
	8	Q Good morning, Mr. Walker. Could you just for	8	Q	Starting roughly September of 2018?
	9	the record state your full legal name.	9	A	Starting November of 2018. So for eight
	10	A Yes. My name is Emmitt Walker.	10		months
	11	Q And have you ever been known by any other	11	Q	And
	12	name?	12	A	if that's right.
	13	A No.	13	Q	Is that the first time you went to work for
	14	Q Are you represented by counsel here today?	14		Charter?
	15	A Yes.	15	A	No.
	16	Q Could you identify that person?	16	Q	So when did you first go to work for Charter?
	17	A Mike.	17	A	July of 2017.
	18	Q Okay. Mike Nepple?	18	Q	And what were you doing for Charter starting
	19	A Mike Nepple.	19		in July of 2017?
	20	THE WITNESS: Sorry.	20	A	It was an inbound sales agent.
	21	Q By whom are you currently employed?	21	Q	Do you have any college education?
	22	A Spectrum. Charter Communications.	22	A	No.
	23	Q Do you understand the difference between	23	Q	Why don't you start by telling me what job of
	24	Charter and Spectrum?	24		sales agent entails. What are your duties?
	25	A Yes. Spectrum is our product and Charter is	25	A	I am responsible to sell people either cable,
		· · ·			
		Page 7			Page 8
1		internet or voice service, and now recently	1	0	Okay. You started there in July of 2017, and
2			_	Q	Oray. Tou started there in stary of 2017, and
_		mobile.	2	Q	then you became a direct sales rep in
3	Q	mobile. So is there a difference between sales agent		Q	-
	Q		2	Q A	then you became a direct sales rep in November of 2018, right?
3	Q A	So is there a difference between sales agent	2		then you became a direct sales rep in November of 2018, right?
3 4		So is there a difference between sales agent and a direct sales representative?	2 3 4	A	then you became a direct sales rep in November of 2018, right? Right.
3 4 5	A	So is there a difference between sales agent and a direct sales representative? Yes.	2 3 4 5	A	then you became a direct sales rep in November of 2018, right? Right. And I think you just said the job of the
3 4 5 6	A Q	So is there a difference between sales agent and a direct sales representative? Yes. What's the	2 3 4 5 6	A	then you became a direct sales rep in November of 2018, right? Right. And I think you just said the job of the direct sales representative is face to face
3 4 5 6 7	A Q	So is there a difference between sales agent and a direct sales representative? Yes. What's the No. Well, inbound sales agent I was at the	2 3 4 5 6 7	A Q	then you became a direct sales rep in November of 2018, right? Right. And I think you just said the job of the direct sales representative is face to face as opposed to over the phone, right?
3 4 5 6 7 8	A Q A	So is there a difference between sales agent and a direct sales representative? Yes. What's the No. Well, inbound sales agent I was at the call center. Now I'm going door to door.	2 3 4 5 6 7 8	A Q	then you became a direct sales rep in November of 2018, right? Right. And I think you just said the job of the direct sales representative is face to face as opposed to over the phone, right? Right.
3 4 5 6 7 8	A Q A	So is there a difference between sales agent and a direct sales representative? Yes. What's the No. Well, inbound sales agent I was at the call center. Now I'm going door to door. So as a sales agent you were at a call center	2 3 4 5 6 7 8	A Q	then you became a direct sales rep in November of 2018, right? Right. And I think you just said the job of the direct sales representative is face to face as opposed to over the phone, right? Right. Are you again selling to a particular segment of customers?
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3 4 5 6 7 8 9 10 11 12 13	A Q A Q A Q A	So is there a difference between sales agent and a direct sales representative? Yes. What's the No. Well, inbound sales agent I was at the call center. Now I'm going door to door. So as a sales agent you were at a call center answering the phone? Yes. Where was that call center located physically? Akron, Ohio on South Main Street.	2 3 4 5 6 7 8 9 10 11 12 13 14	A Q A Q A	then you became a direct sales rep in November of 2018, right? Right. And I think you just said the job of the direct sales representative is face to face as opposed to over the phone, right? Right. Are you again selling to a particular segment of customers? We get to choose our turf, what addresses we go to. But is it business? Oh. Residential.
3 4 5 6 7 8 9 10 11 12 13 14	A Q A Q A Q A	So is there a difference between sales agent and a direct sales representative? Yes. What's the No. Well, inbound sales agent I was at the call center. Now I'm going door to door. So as a sales agent you were at a call center answering the phone? Yes. Where was that call center located physically? Akron, Ohio on South Main Street. Charter under its Spectrum brand sells multiple services, right?	2 3 4 5 6 7 8 9 10 11 12 13 14	A Q A Q A Q	then you became a direct sales rep in November of 2018, right? Right. And I think you just said the job of the direct sales representative is face to face as opposed to over the phone, right? Right. Are you again selling to a particular segment of customers? We get to choose our turf, what addresses we go to. But is it business? Oh. Residential. You sell residential?
3 4 5 6 7 8 9 10 11 12 13 14 15	A Q A Q A Q Q	So is there a difference between sales agent and a direct sales representative? Yes. What's the No. Well, inbound sales agent I was at the call center. Now I'm going door to door. So as a sales agent you were at a call center answering the phone? Yes. Where was that call center located physically? Akron, Ohio on South Main Street. Charter under its Spectrum brand sells multiple services, right?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A Q A Q A	then you became a direct sales rep in November of 2018, right? Right. And I think you just said the job of the direct sales representative is face to face as opposed to over the phone, right? Right. Are you again selling to a particular segment of customers? We get to choose our turf, what addresses we go to. But is it business? Oh. Residential. You sell residential? Uh-huh.
3 4 5 6 7 8 9 10 11 12 13 14 15 16	A Q A Q A Q A Q	So is there a difference between sales agent and a direct sales representative? Yes. What's the No. Well, inbound sales agent I was at the call center. Now I'm going door to door. So as a sales agent you were at a call center answering the phone? Yes. Where was that call center located physically? Akron, Ohio on South Main Street. Charter under its Spectrum brand sells multiple services, right? Right.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A Q A Q A	then you became a direct sales rep in November of 2018, right? Right. And I think you just said the job of the direct sales representative is face to face as opposed to over the phone, right? Right. Are you again selling to a particular segment of customers? We get to choose our turf, what addresses we go to. But is it business? Oh. Residential. You sell residential? Uh-huh. Do you work out of a physical location, an
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A Q A Q A Q A Q	So is there a difference between sales agent and a direct sales representative? Yes. What's the No. Well, inbound sales agent I was at the call center. Now I'm going door to door. So as a sales agent you were at a call center answering the phone? Yes. Where was that call center located physically? Akron, Ohio on South Main Street. Charter under its Spectrum brand sells multiple services, right? Right. At the call center were you serving were	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A Q A Q A Q	then you became a direct sales rep in November of 2018, right? Right. And I think you just said the job of the direct sales representative is face to face as opposed to over the phone, right? Right. Are you again selling to a particular segment of customers? We get to choose our turf, what addresses we go to. But is it business? Oh. Residential. You sell residential? Uh-huh. Do you work out of a physical location, an office, or out of your home?
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A Q A Q A Q A Q	So is there a difference between sales agent and a direct sales representative? Yes. What's the No. Well, inbound sales agent I was at the call center. Now I'm going door to door. So as a sales agent you were at a call center answering the phone? Yes. Where was that call center located physically? Akron, Ohio on South Main Street. Charter under its Spectrum brand sells multiple services, right? Right. At the call center were you serving were you servicing calls from all aspects of the	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A Q A Q A Q A Q A	then you became a direct sales rep in November of 2018, right? Right. And I think you just said the job of the direct sales representative is face to face as opposed to over the phone, right? Right. Are you again selling to a particular segment of customers? We get to choose our turf, what addresses we go to. But is it business? Oh. Residential. You sell residential? Uh-huh. Do you work out of a physical location, an office, or out of your home? Out of an office.
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A Q A Q A Q A Q	So is there a difference between sales agent and a direct sales representative? Yes. What's the No. Well, inbound sales agent I was at the call center. Now I'm going door to door. So as a sales agent you were at a call center answering the phone? Yes. Where was that call center located physically? Akron, Ohio on South Main Street. Charter under its Spectrum brand sells multiple services, right? Right. At the call center were you serving were you servicing calls from all aspects of the business or a particular line of business?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A Q A Q A Q A Q Q A Q Q	then you became a direct sales rep in November of 2018, right? Right. And I think you just said the job of the direct sales representative is face to face as opposed to over the phone, right? Right. Are you again selling to a particular segment of customers? We get to choose our turf, what addresses we go to. But is it business? Oh. Residential. You sell residential? Uh-huh. Do you work out of a physical location, an office, or out of your home? Out of an office. And where is that located?
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A Q A Q A Q A Q A Q	So is there a difference between sales agent and a direct sales representative? Yes. What's the No. Well, inbound sales agent I was at the call center. Now I'm going door to door. So as a sales agent you were at a call center answering the phone? Yes. Where was that call center located physically? Akron, Ohio on South Main Street. Charter under its Spectrum brand sells multiple services, right? Right. At the call center were you serving were you servicing calls from all aspects of the business or a particular line of business? Residential.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A Q A Q A Q A Q Q A Q Q	then you became a direct sales rep in November of 2018, right? Right. And I think you just said the job of the direct sales representative is face to face as opposed to over the phone, right? Right. Are you again selling to a particular segment of customers? We get to choose our turf, what addresses we go to. But is it business? Oh. Residential. You sell residential? Uh-huh. Do you work out of a physical location, an office, or out of your home? Out of an office. And where is that located? It is located in Lorain, Ohio, on Elyria
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A Q A Q A Q A Q A Q	So is there a difference between sales agent and a direct sales representative? Yes. What's the No. Well, inbound sales agent I was at the call center. Now I'm going door to door. So as a sales agent you were at a call center answering the phone? Yes. Where was that call center located physically? Akron, Ohio on South Main Street. Charter under its Spectrum brand sells multiple services, right? Right. At the call center were you serving were you servicing calls from all aspects of the business or a particular line of business? Residential. And residential voice or internet or cable?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A Q A Q A Q A Q A Q A	then you became a direct sales rep in November of 2018, right? Right. And I think you just said the job of the direct sales representative is face to face as opposed to over the phone, right? Right. Are you again selling to a particular segment of customers? We get to choose our turf, what addresses we go to. But is it business? Oh. Residential. You sell residential? Uh-huh. Do you work out of a physical location, an office, or out of your home? Out of an office. And where is that located? It is located in Lorain, Ohio, on Elyria Street.

		253 Pg 4	01 23		
		Page 9			Page 10
1	A	Elyria-Lorain area	1		what we sell.
2	Q		2	Q	No training with respect to how to sell?
3	A	-	3		MR. NEPPLE: Object to form.
4	Q	Are you familiar with the term "Great Lakes	4		Go ahead.
5		region"?	5	Α	Just to be honest, no. I don't know.
6	A		6	Q	Okay. Could you elaborate in any way upon
7	Q	Is it part of the Great Lakes region?	7		how you do door-to-door sales? Kind of a
8	A		8		general description of the job?
9	Q	Okay. Is there a subregion beneath the Great	9	Α	Generally, I just go to a door, I ask them if
10		Lakes region that that's part of?	10		they have internet or TV. If so, then I just
11	Α		11		tell them our prices for said products.
12	Q		12	Q	The purpose is to try to get them to buy
13		call center, were you taking calls from a	13		Spectrum services?
14		particular region or from all across the	14	Α	Right. Uh-huh.
15		country?	15	Q	Do you work on commission?
16	A		16	A	Yes.
17	Q	_	17	Q	What percentage of your compensation is based
18	A		18		on commission?
19		remember. It's been awhile.	19	Α	It differs depending on what we sell.
20	Q	And as a direct sales representative you've	20	Q	Do you want to explain that?
21	•	been in this Lorain area the entire time?	21	A	Well, if we sell TV well, we have to sell
22	A		22		a bundled product. So if we sell internet
23	Q		23		only, that's 60 dollars. If I sell internet
24		become a direct sales representative?	24		and phone, it's 120. If I sell internet,
25	A		25		phone and TV, it's 180. And depending on how
		Page 11			Page 12
1		many sales I make for the month determines	1	Q	So, Mr. Walker, you received a subpoena to
2		how much each is. So it's in a tier system.	2		appear here today to testify, correct?
3	Q		3	Α	
4		they expect you to sell, you actually get	4		MR. ROSS: Let me have
5		more by way of contingent fee, right?	5		this marked as Walker Deposition Exhibit
6	Α	Yes.	6		Number 1 for identification.
7	Q	What did you do before you started to work at	7		
8		Charter?	8		(Walker Exhibit 1 was marked.)
9	Α		9		
10	Q		10	Q	Mr. Walker, I've handed you what we have
11	•	Ohio, that the residential customers you're	11	•	marked for identification as Walker Exhibit
12		trying to sell are in that same geographic	12		Number 1.
13		area?	13		You did receive this subpoena, correct?
14	A		14	Α	•
15	Q		15	Q	
16	•	respect to who you try to sell? Am I wrong	16	~	showing up for the deposition which you're
17		about that?	17		here for today that you were required to
18	A		18		search for and produce certain documents; is
19		of where we want to go.	19		that correct?
20	Q		20	A	
21	A		21	Q	And did you do that?
	Q		22	A	I didn't have any documents to give.
22	V	James Roman.	23	Q	Did you search?
22 23	A			•	
23	A O				•
	A Q A	Do you know what his title is? He is my general supervisor.	24 25	A Q	Yes. Well, what kind of search did you conduct?

1 2 3	A	Page 13			Page 14
2 3	Α				
3		I looked in my bag and I didn't have any.	1	Q	So attached to the letter is a notice of
	Q	Do you have a computer or a laptop of some	2		deposition. Then attached to that, about 10
1	_	sort?	3		pages in, is something referred to as a
4	A	I have a tablet that I use for work.	4		complaint, which is how you start a lawsuit
5	Q	And did you look on that?	5		in a federal court.
6	A	Yes.	6		Did you read that complaint?
7	Q	That's issued to you by Charter?	7	A	No.
8	A	Yes.	8	Q	Not at all?
9	Q	Did you find anything?	9	A	No.
10	A	No.	10	Q	Do you have any idea as to why you got
11		MR. ROSS: Let me have	11		subpoenaed to testify?
12		this marked as Walker Exhibit Number 2 for	12	A	Because I gave a flyer to a customer.
13		identification.	13	Q	When was this?
14			14	A	I don't remember.
15		(Walker Exhibit 2 was marked.)	15	Q	Well, you understand that a lawsuit was filed
16			16		by Windstream against Charter, correct?
17	Q	Mr. Walker, I have handed you what we have	17	A	Yes.
18	_	marked for identification as Walker	18	Q	And what do you understand about that
19		Deposition Exhibit Number 2, which is a	19		lawsuit?
20		letter dated August 15, 2019, to you with	20	A	It's pertaining to the bankruptcy Windstream
21		some attachment.	21		is having.
22		Did you receive this?	22	Q	Why is Windstream suing Charter?
23	A	Yes.	23	A	Honestly, I don't know.
24	Q	And did you review it?	24	Q	Okay. Do you sell to any businesses or are
25	A	Somewhat. Not completely.	25		you not allowed to sell to businesses because
		Page 15			Page 16
1		you're on the residential side?	1		bankruptcy of Windstream?
2	A	I'm in residential, so no.	2	A	I don't remember.
3	Q	No, you don't sell to businesses?	3	Q	You did become aware at some point they
4	A	Huh-uh.	4		were they had filed for bankruptcy
5	Q	You've got to	5		protection, right?
6	A	No.	6	A	No, I didn't know.
7	Q	When did you first become aware that there	7	Q	Sitting here today you know that they filed
8		was a lawsuit between Charter and Windstream?	8		for bankruptcy protection, correct?
9	A	I believe in March.	9	A	Yes.
10	Q	Of 2019?	10	Q	Have you ever filed for bankruptcy protection
11	A	Yes.	11		yourself?
12	Q	How did you learn about it?	12	A	No.
13	A	Because when I gave out the flyer, I got in	13	Q	You ever testified in a lawsuit before?
14		trouble at work. And that's when they told	14	A	I don't understand.
15		me that I guess there were a filing in court	15	Q	Have you ever gone to court and given
16		about us.	16		testimony before?
17	Q	You said "they" told you. Who was the	17	A	No. This is the first time.
18		"they"?	18	Q	Okay. So you had responded earlier to a
19	A	Upper management, my supervisor.	19	-	question that you hadn't found any documents
20	Q	Mr. Roman?	20		in response to the subpoena. Your counsel
21	A	Yes.	21		actually gave me some documents or entered
22	Q	Well, we just talked about when you first	22		them into evidence so that you can see them.
23	-	became aware of the lawsuit, then we'll talk	23		This will take a couple minutes though.
24		about when did you first become aware of the	24		Okay?
25		bankruptcy? Not the lawsuit, but the	25	A	Okay.
•					-

2 Let's just briefly go off the record so that 3 we can go over what's marked up. 4 THE VIDEOGRAPHER: Off the record. 5 The time is 10:14. 6 CHARTER 6 Walker D	Page 18 on is Charter is Bates stamped number 020030 through 32. Deposition Exhibit Number 7 for on is Bates stamped
2 Let's just briefly go off the record so that 2 CHARTER 3 we can go over what's marked up. 3 Walker D 4 THE VIDEOGRAPHER: Off the record. 4 identificatio 5 The time is 10:14. 5 CHARTER_ 6 6 Walker D	number 020030 through 32. Deposition Exhibit Number 7 for on is Bates stamped
2 Let's just briefly go off the record so that 3 we can go over what's marked up. 4 THE VIDEOGRAPHER: Off the record. 5 The time is 10:14. 6 6 Walker D	number 020030 through 32. Deposition Exhibit Number 7 for on is Bates stamped
3 We can go over what's marked up. 3 Walker D 4 THE VIDEOGRAPHER: Off the record. 4 identification 5 The time is 10:14. 5 CHARTER 6 Walker D	on is Bates stamped
5 The time is 10:14. 5 CHARTER_ 6 6 Walker D	_
6 6 Walker D	020037 through 41
	_02003 / unougn 41.
7 (Walker Exhibits 3 through 7 and 9 7 identification	Deposition Exhibit Number 8 for
	on is Bates stamped
8 through 15 were marked.) 8 CHARTER_	_020037 okay. So that's a
9 9 duplicate. V	We're going to eliminate Walker
10 THE VIDEOGRAPHER: Back on the 10 Deposition F	Exhibit Number 8.
11 record. The time is 10:17.	Deposition Exhibit Number 9 for
12 BY MR. ROSS: 12 identification	on is Charter Bates stamped
13 Q So, Mr. Walker, I'm going to hand you some 13 CHARTER_	_020042 to 43.
exhibits and I'll identify them as I go. The 14 Walker D	Deposition Exhibit Number 10 is
15 first one is Walker Deposition Exhibit Number 15 Bates stamp	ed CHARTER_020413 through 418.
16 3 for identification, which appears to be an 16 Walker D	Deposition Exhibit Number 11 for
17 April 15, 2019 performance improvement plan 17 identification	on is Bates stamped
18 for you. 18 CHARTER_	_045784 to 86.
19 Walker Deposition Exhibit Number 4 for 19 Walker D	Deposition Exhibit Number 12 for
20 identification is Bates stamped 20 identification	on is Bates stamped
21 CHARTER_020026 to 27. 21 CHARTER_	_045787 to 90.
22 Walker Deposition Exhibit Number 5 for 22 Walker D	Deposition Exhibit Number 13 for
23 identification is Bates stamped 23 identification	on is Bates stamped
24 CHARTER_020028 to 29. 24 CHARTER_	_046025 through 27.
25 Walker Deposition Exhibit Number 6 for 25 Walker D	Deposition Exhibit Number 14 is
Page 19	Page 20
1 Bates stamped CHARTER_046029 through 32. 1 and 9.	- 3.5 - 2
	y flyer I gave out. And Exhibit
· · · · · · · · · · · · · · · · · · ·	y statement after the incident of
· · · · · · · · · · · · · · · · · · ·	out the flyer when I was written up
	it. And Exhibit 4 and 3 I don't
6 So take your time and look at any of 6 recognize.	it. This Eamort 4 and 3 I don't
	the only ones you had in your
	then are Exhibits 5, 6 and 7; is
9 A I'm ready. 9 that correct	
· · · · · · · · · · · · · · · · · · ·	was a conversation like Exhibit
	s a conversation I had concerning
	written up for work and why I was
	the flyer. But the only one I had
	of and handed out was 7.
	Walker Exhibit 7 for identification
	that you had given out in
17 Q Okay. So for the record, you have to just 17 person?	Journa Bron Out III
	R. NEPPLE: Look at
19 numbers at the bottom. 19 A Yes.	C. I.L. I LOUR at
	R. NEPPLE: Look at the
	imeni niesse
21 Q So are you telling me that that's Exhibit 21 whole docu	iment, piease.
21 Q So are you telling me that that's Exhibit 21 whole docu 22 13 11, 12 and 13? 22 A Yes.	
21 Q So are you telling me that that's Exhibit 21 whole docu 22 13 11, 12 and 13? 22 A Yes. 23 A I never had possession of 13. I never had 23 Q On the sec	cond page of Walker Deposition
Q So are you telling me that that's Exhibit 21 whole document of the second of the sec	

	Page 21			Page 22
1	corner?	1		and tell us what the Bates number is?
2	A Yes.	2		MR. NEPPLE: To be clear
3	Q So why don't we talk about that exhibit,	3		when you said pages 2 and 4, page 2 is
4	Walker Deposition Exhibit Number 7 for	4		CHARTER_020038, correct?
5	identification.	5	A	Yes.
6	Where did you get that advertisement?	6		MR. NEPPLE: And page 4 is
7	A The Windstream customer, the one right	7		CHARTER_020040, correct?
8	here well, actually, I never had page 3.	8	Α	Yes.
9	Q Okay.	9		MR. NEPPLE: Okay. Just so
10	A The one I handed out was this one.	10		the record is clear.
11	Q Page 2 of	11	Q	And you got the page 2 that you just
12	A Page 2 and page 4.	12	×	referenced from a Windstream customer?
13	Q Of Walker Deposition Exhibit Number 7,	13	A	Former, yes.
14	correct?	14	Q	And why do you say "former"?
15	A Yes.	15	A	Because we were at that customer house the
16		16	А	
17	Q Okay. MR. NEPPLE: Can we clean	17		day before I received it and she was and
			0	she switched.
18	that up Bates number, please? By the Bates	18	Q	Okay. And do you remember her name?
19	number. Can you	19	A	I don't remember.
20	MR. ROSS: I don't have	20	Q	Okay. And she gave you this advertisemen
21	it.	21		which she had received?
22	MR. NEPPLE: Oh, that's	22	A	Yes.
23	right.	23	Q	And you took it away, obviously.
24	MR. ROSS: You only gave	24	A	She gave it, yes.
25	me one copy. So why don't you just grab it	25	Q	But you took it back away with you to your
	Page 23			Page 24
1	office, correct?	1	A	Yes.
2	A Yes.	2	Q	But she was not and is not your supervisor or
3	Q And was there anyone else with you at the	3		manager in any sense, right?
4	time?	4		Right.
		1 -	Α	Kigiit.
5	A Yes.	5	A Q	So you went to this customer, got this
5 6	A Yes. Q Who was that?		Q	•
		5	Q	So you went to this customer, got this
6	Q Who was that?	5 6	Q	So you went to this customer, got this advertisement, you took it back to the
6 7	Q Who was that?A Rebecca Root, my partner.	5 6 7	Q	So you went to this customer, got this advertisement, you took it back to the office.
6 7 8	Q Who was that?A Rebecca Root, my partner.Q So when you say your "partner," what does	5 6 7 8	Q	So you went to this customer, got this advertisement, you took it back to the office. Did you make copies of it?
6 7 8 9	Q Who was that?A Rebecca Root, my partner.Q So when you say your "partner," what does that mean?	5 6 7 8 9	Q A Q	So you went to this customer, got this advertisement, you took it back to the office. Did you make copies of it? I did, yes. I'm sorry. What was the name of your partner
6 7 8 9	 Q Who was that? A Rebecca Root, my partner. Q So when you say your "partner," what does that mean? A Her and I work together sometimes. 	5 6 7 8 9	Q A Q	So you went to this customer, got this advertisement, you took it back to the office. Did you make copies of it? I did, yes.
6 7 8 9 10	 Q Who was that? A Rebecca Root, my partner. Q So when you say your "partner," what does that mean? A Her and I work together sometimes. Q Okay. And when you say "work together," does 	5 6 7 8 9 10	Q A Q	So you went to this customer, got this advertisement, you took it back to the office. Did you make copies of it? I did, yes. I'm sorry. What was the name of your partner again? Rebecca Root.
6 7 8 9 10 11 12	 Q Who was that? A Rebecca Root, my partner. Q So when you say your "partner," what does that mean? A Her and I work together sometimes. Q Okay. And when you say "work together," does that mean go door to door together? A Yes. 	5 6 7 8 9 10 11 12	Q A Q	So you went to this customer, got this advertisement, you took it back to the office. Did you make copies of it? I did, yes. I'm sorry. What was the name of your partner again?
6 7 8 9 10 11 12 13	 Q Who was that? A Rebecca Root, my partner. Q So when you say your "partner," what does that mean? A Her and I work together sometimes. Q Okay. And when you say "work together," does that mean go door to door together? A Yes. Q Is she also a direct sales representative? 	5 6 7 8 9 10 11 12 13	Q A Q A	So you went to this customer, got this advertisement, you took it back to the office. Did you make copies of it? I did, yes. I'm sorry. What was the name of your partner again? Rebecca Root. How do you spell that last name? R-o-o-t.
6 7 8 9 10 11 12 13 14	 Q Who was that? A Rebecca Root, my partner. Q So when you say your "partner," what does that mean? A Her and I work together sometimes. Q Okay. And when you say "work together," does that mean go door to door together? A Yes. Q Is she also a direct sales representative? A Yes. 	5 6 7 8 9 10 11 12 13 14	Q A Q A Q	So you went to this customer, got this advertisement, you took it back to the office. Did you make copies of it? I did, yes. I'm sorry. What was the name of your partner again? Rebecca Root. How do you spell that last name? R-o-o-t. And did you give any of the copies to her to
6 7 8 9 10 11 12 13 14 15	 Q Who was that? A Rebecca Root, my partner. Q So when you say your "partner," what does that mean? A Her and I work together sometimes. Q Okay. And when you say "work together," does that mean go door to door together? A Yes. Q Is she also a direct sales representative? A Yes. Q And is she in the same office as you? 	5 6 7 8 9 10 11 12 13 14 15	Q A Q A Q	So you went to this customer, got this advertisement, you took it back to the office. Did you make copies of it? I did, yes. I'm sorry. What was the name of your partner again? Rebecca Root. How do you spell that last name? R-o-o-t. And did you give any of the copies to her to use?
6 7 8 9 10 11 12 13 14 15 16	 Q Who was that? A Rebecca Root, my partner. Q So when you say your "partner," what does that mean? A Her and I work together sometimes. Q Okay. And when you say "work together," does that mean go door to door together? A Yes. Q Is she also a direct sales representative? A Yes. Q And is she in the same office as you? A Yes. 	5 6 7 8 9 10 11 12 13 14 15 16 17	Q A Q A Q A	So you went to this customer, got this advertisement, you took it back to the office. Did you make copies of it? I did, yes. I'm sorry. What was the name of your partner again? Rebecca Root. How do you spell that last name? R-o-o-t. And did you give any of the copies to her to use? No.
6 7 8 9 10 11 12 13 14 15 16 17	 Q Who was that? A Rebecca Root, my partner. Q So when you say your "partner," what does that mean? A Her and I work together sometimes. Q Okay. And when you say "work together," does that mean go door to door together? A Yes. Q Is she also a direct sales representative? A Yes. Q And is she in the same office as you? A Yes. Q And she also sells residential, I assume? 	5 6 7 8 9 10 11 12 13 14 15 16 17	Q A Q A Q Q A Q	So you went to this customer, got this advertisement, you took it back to the office. Did you make copies of it? I did, yes. I'm sorry. What was the name of your partner again? Rebecca Root. How do you spell that last name? R-o-o-t. And did you give any of the copies to her to use? No. And what did you do with the copies you made?
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6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 Q Who was that? A Rebecca Root, my partner. Q So when you say your "partner," what does that mean? A Her and I work together sometimes. Q Okay. And when you say "work together," does that mean go door to door together? A Yes. Q Is she also a direct sales representative? A Yes. Q And is she in the same office as you? A Yes. Q And she also sells residential, I assume? A Yes. Q During your training period, did you go out on sales calls with direct sales representatives who were more senior in the 	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q A Q A Q A Q A Q A A Q A	So you went to this customer, got this advertisement, you took it back to the office. Did you make copies of it? I did, yes. I'm sorry. What was the name of your partner again? Rebecca Root. How do you spell that last name? R-o-o-t. And did you give any of the copies to her to use? No. And what did you do with the copies you made? I passed them out to customers I spoke to. Okay. And did you share them with any other direct sales representatives? No.

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	Page 25			Page 26
1	A That it was our mailer and I was going to use	1	A	I Googled it, yes.
2	it.	2	Q	What did you come up with?
3	Q When you say "our mailer," you mean	3	A	That they were filing for bankruptcy.
4	Charter's?	4	Q	That's all?
5	A Yes.	5	A	Yes.
6	Q Did you assume that it was authorized to be	6	Q	So did there come a time when you got a phone
7	used?	7		call about this advertisement?
8	MR. NEPPLE: Object to form.	8	A	Yes.
9	Go ahead.	9	Q	And that phone call was from a Mr. Parrish,
10	A Yes.	10		right?
11	Q Did Ms. Root tell you anything about it?	11	A	Yes.
12	A No.	12	Q	And tell me what you remember about that
13	Q Do you recall approximately what date this	13		phone call.
14	all happened?	14	A	He called and asked me if he was losing his
15	A No.	15		service. I told him I don't know and that he
16	Q So that advertisement mentions that	16		will have to call Windstream and ask them.
17	Windstream has filed for Chapter 11	17	Q	That's what you remember?
18	bankruptcy.	18	A	That's the main thing I remember from the
19	Do you see that on page 2?	19		conversation.
20	A Yes.	20	Q	Is there anything you remember that's not the
21	Q So I assume when you read that, you knew that	21		main thing?
22	they had filed for bankruptcy, right?	22	A	He asked me why. And from what I remember
23	A Yes.	23		when I Googled that Windstream tried to
24	Q Did you undertake any steps to investigate	24		update their infrastructure and they pretty
25	what that meant?	25		much ran out of money. I predicted that they
1	ran out of money.	1		disconnected in the near future because they
2	Q Do you recall Mr. Parrish asking you if his	2		are "Going out of business"?
3	services as a Windstream customer would be	3		MR. NEPPLE: Object to form.
4	disconnected?	4		Go ahead.
5	A Yes.	5	A	I predicted they were going out of business
6	Q And you told him yes, his services would be	6	0	because they were filing for bankruptcy.
7	disconnected in a few months, correct?	7	Q	And did you state "Windstream overextended
8	MR. NEPPLE: Object to form.	8		themselves trying to upgrade their network
9	Go ahead.	9		and never finished the job"?
10	A No. I said I don't know, he could lose his	10	A	Yes.
11	service in a month, two years, three years, I	11	Q	Did Mr. Parrish at the end of the
12	don't know. You will have to call them.	12		conversation disclose that he was a
13	Q And you then told him that Windstream had	13		Windstream employee?
14	provided Spectrum with a list of Windstream	14	A	Yes. Did he tell you weren't being truthful?
15	customers so that Spectrum could set up	15	Q	Did he tell you weren't being truthful?
16	service to make it easier for them to switch	16	A	Yes.
17	when Windstream goes out of business?	17	Q	Did he ask for your supervisor's name and
18 19	A I said I had a list of customers in order	18 19	A	contact information?
20	to sell Spectrum to. Q Did you tell him that other companies get	20	A	He did.
		20	Q	You provided that, right?
21 22	together to help out those who are in	21	A	Yes. And you told him that your supervisor's name
	bankruptcy and that Spectrum is helping Windstream?	23	Q	And you told him that your supervisor's name was John Aaron?
22	vv musu cam:	43		
23	Δ Ves	24	٨	James Roman
23 24 25	A Yes. Q And did you say that they would definitely be	24 25	A O	James Roman. Do you know a John Aaron?

		253 Pg 9	01 23		
		Page 29			Page 30
1	A	No.	1	Q	So does that refresh your recollection that
2		MR. ROSS: Let me have	2		this incident you've been discussing with me
3		this marked as our next deposition exhibit.	3		had to have occurred before April 15, 2019?
4			4	A	Yes, going by the date.
5		(Walker Exhibit 16 was marked.)	5	Q	So there is a section "Reason For Corrective
6			6	_	Action."
7	Q	So, Mr. Walker, I have handed you what we	7		Do you see that?
8		have marked as Walker Deposition Exhibit	8	A	Yes.
9		Number 16, which is an e-mail chain in the	9	Q	I'll just read it. It says, "Emmitt Walker
10		period of April 2019.	10		violated Charter's Unauthorized, Unapproved
11		As you know, when you print out these	11		Use of Marketing Material when distributing a
12		e-mails, you've got to start at the back to	12		flyer referencing Windstream's bankruptcy,
13		follow chronologically and read forward.	13		with his attached business card, to a
14		So why don't you take a look at that and	14		customer and consequently, a Final Written
15		tell me when you've had a chance to read	15		Warning + PIP is recommended."
16		through those e-mails. Keep in mind that	16		Is that an accurate summary of what
17		they're double-sided.	17		happened?
18		MR. NEPPLE: Read the entire	18	A	Yes.
19		chain, please.	19	Q	What's a "PIP"?
20		THE WITNESS: Okay.	20	A	It's a final. And if I don't make my sales
21	A	·	21		for the month, I can be let go.
22	0		22	Q	Do you still work for Spectrum?
23	`	an e-mail dated April 15, 2019.	23	A	Yes.
24		Do you see it?	24	Q	So this is some form of disciplinary action
25	A	•	25	•	against you as an employee of Charter,
		Page 31			Page 32
1		Page 31 correct?	1	A	Page 32 He told me I was not allowed to give out
1 2	A	correct?	1 2	A	
	A Q	correct?		A	He told me I was not allowed to give out
2		correct? Yes.	2	A Q	He told me I was not allowed to give out flyers, so I was placed in a corrective
2		correct? Yes. How did you hear about this?	2 3		He told me I was not allowed to give out flyers, so I was placed in a corrective action.
2 3 4		Yes. How did you hear about this? MR. NEPPLE: Object to form.	2 3 4	Q	He told me I was not allowed to give out flyers, so I was placed in a corrective action. And what did you say to him?
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2 3 4 5 6 7	Q	correct? Yes. How did you hear about this? MR. NEPPLE: Object to form. MR. ROSS: Well, that's a fair objection. You're not on the	2 3 4 5 6 7	Q A	He told me I was not allowed to give out flyers, so I was placed in a corrective action. And what did you say to him? "Okay. I didn't know. I apologize. Since it was sent out I thought it was okay." Since the flyer had been sent out by Charter,
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1		questions about it.	1	Q	Let's go to the bullet point above that where
2	A	· · · · · · · · · · · · · · · · · · ·	2	`	it says, "A customer gave Emmitt Walker and
3	Q		3		another DSR (Rebecca Root) a flyer that she
4		Deposition Exhibit Number 17 for	4		had received in the mail from Charter."
5		identification, there's an e-mail in the	5		Do you see that?
6		middle from a Brenda Auger to a Scott Niles.	6	Α	Yes.
7		Do you know either of those people?	7	Q	So that's essentially what you just testified
8	Α		8		to, correct?
9	Q	Okay. So she's somewhere in your supervisory	9	A	Yes.
10		chain of command?	10	Q	As to how the whole thing got started, right?
11	Α	Yes.	11	A	Yes.
12	Q	She's above Mr. Roman?	12	Q	And we looked at that flyer already.
13	A	Yes.	13		So then in the next-to-last bullet point
14	Q	So she summarizes there conversations with	14		it says, "Emmitt Walker stated that he didn't
15		Emmitt Walker and Rebecca Root.	15		know that he was doing anything wrong and
16		Do you see those seven bullet points?	16		since an approved flyer was being sent to
17	Α		17		potential customers in his assigned turf, he
18	Q	I just want to ask you about a couple.	18		thought he was allowed to use the flyer."
19		There's one here where she says, "Feeling	19		Does that accurately summarize what your
20		that the flyer was approved by Charter,	20		sort of explanation for this whole incident
21		Emmitt and Rebecca made some copies and gave	21		was?
22		flyers to two customers with DSR Emmitt	22	Α	
23		Walker's business card attached."	23	Q	It seems kind of a reasonable explanation.
24		Is that accurate?	24		What did they say in response to that? Did
25	A	Yes.	25		they reject it outright?
		Page 35			Page 36
1		MR. NEPPLE: Object to form.	1		So you see that you're not in the e-mail
2		Go ahead.	2		chain, correct?
3	Α	They told me I'm not allowed to give out	3	Α	Yes.
4		anything unless it is approved by our	4	Q	But Brenda Auger is in the e-mail chain,
5		department.	5		right?
6	Q	So because the flyer was approved by a	6	A	
7		different department you couldn't give it	7	Q	At the bottom of the e-mail Mr. Niles says,
8		out?	8	`	"Please make sure your teams are aware ASAP."
9	Α	Yes.	9		Do you see that?
10	Q	If you continue down there's another e-mail	10	Α	Yes.
11	•	under that from Mr. Scott Niles to various	11	Q	So you're at some point underneath Brenda
12		people. And it continues onto the back of	12	•	Auger's team, right?
13		the page.	13	A	Yes.
14		You're not in the e-mail chain, but I'm	14	Q	Did she make you aware of the facts in
15		just going to ask you if you had ever seen	15		Mr. Niles' e-mail?
16		that e-mail before?	16		MR. NEPPLE: Object to form.
17	A		17		Go ahead.
18	Q		18	A	When I was written up, that's when they told
19	`	advise you of what Mr. Niles is saying on	19		me I'm not allowed to mention anything about
20		page 2 of Walker Deposition Exhibit Number 17	20		Windstream.
21		for identification?	21	Q	Okay. Was there ever a meeting of direct
22		MR. NEPPLE: Object to form.	22	~	representatives, sales representatives, where
	٨		23		this subject was discussed?
23	Α	1 ************************************	I		J
23 24		Sure. I'll start again now that you've read	24	Α	We have weekly huddles, and it was told
	Q	Sure. I'll start again now that you've read it.	24 25	A	We have weekly huddles, and it was told during the huddle also.

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		Page 37			Page 38
1	Q	Do you remember when that was?	1	A	Yes.
2	A	No.	2	Q	So who is Scott Collins?
3	Q	Was it before or after you were disciplined?	3	A	He is a manager in our department.
4	A	After.	4	Q	
5	Q	Did you well, let's talk about the next	5	A	Yes.
6		page. You looked at this exhibit when I	6	Q	Is he above Mr. Roman in the chain of
7		first gave it to you.	7		command?
8		Did you have a chance to actually read	8	A	Yes.
9		this transcript?	9	Q	Is he underneath Ms. Auger?
10	Α	Yes.	10	A	Yes.
11	Q	Okay. So this appears to be a transcript of	11	Q	Who is Jerry Hawthorne?
12		a conversation with you on April 11, 2019.	12	A	
13		Do you remember such a conversation?	13	Q	_
14	Α	Yes.	14	A	Not a supervisor, but he's the manager of
15	Q	You had a chance to read it. Is it accurate?	15		James Roman.
16		MR. NEPPLE: Object to form.	16	Q	Okay. And what about Jean Chewning, if I
17	Q	- · · · · · · · · · · · · · · · · · · ·	17		pronounced that right.
18		Mr. Walker, just to make sure you're not	18	A	Jean was our human resource person.
19		confused.	19	Q	At Charter?
20	Α	So what was the question again?	20	A	Yes.
21	Q	So is this an accurate recording of your	21	Q	And this was a meeting they convened to
22		conversation?	22		discuss the incident of the flyer, right?
23		MR. NEPPLE: Same objection.	23	A	
24		You can answer.	24	Q	-
25		THE WITNESS: Oh, okay.	25	A	
		Page 39			Page 40
1	Q	How did this transcript get prepared, then?	1	A	Yes.
2	A	During the conversation between Jean and I,	2		MR. NEPPLE: Object to form.
3		Jerry was writing down everything. And the	3		Go ahead.
4		discussion between Scott and I, that was done	4	Q	So then that all took place on April 11,
5		over the phone.	5		
5					2019, right?
6	Q	Did they tell you that they were recording it	6	A	2019, right? Yes.
	Q	Did they tell you that they were recording it over the phone?		A Q	_
6	Q A		6		Yes.
6 7		over the phone?	6 7		Yes. And then there was another conversation on
6 7 8	A	over the phone? I don't remember.	6 7 8	Q	Yes. And then there was another conversation on April 12, 2019. Was this also by telephone?
6 7 8 9	A	over the phone? I don't remember. So if you look at page 2 of that. You're looking at it, the backside of the page.	6 7 8 9	Q A	Yes. And then there was another conversation on April 12, 2019. Was this also by telephone? No. In person.
6 7 8 9	A Q	over the phone? I don't remember. So if you look at page 2 of that. You're looking at it, the backside of the page. Uh-huh.	6 7 8 9	Q A Q	Yes. And then there was another conversation on April 12, 2019. Was this also by telephone? No. In person. And where did it take place?
6 7 8 9 10 11	A Q A	over the phone? I don't remember. So if you look at page 2 of that. You're looking at it, the backside of the page. Uh-huh.	6 7 8 9 10 11	Q A Q A	Yes. And then there was another conversation on April 12, 2019. Was this also by telephone? No. In person. And where did it take place? In an office at our store.
6 7 8 9 10 11	A Q A	over the phone? I don't remember. So if you look at page 2 of that. You're looking at it, the backside of the page. Uh-huh. So you gave whatever flyers you had left to Jerry, correct?	6 7 8 9 10 11 12	Q A Q A	Yes. And then there was another conversation on April 12, 2019. Was this also by telephone? No. In person. And where did it take place? In an office at our store. In Ohio, right?
6 7 8 9 10 11 12	A Q A Q	over the phone? I don't remember. So if you look at page 2 of that. You're looking at it, the backside of the page. Uh-huh. So you gave whatever flyers you had left to Jerry, correct?	6 7 8 9 10 11 12 13	Q A Q A Q A	Yes. And then there was another conversation on April 12, 2019. Was this also by telephone? No. In person. And where did it take place? In an office at our store. In Ohio, right? Yes.
6 7 8 9 10 11 12 13	A Q A Q	over the phone? I don't remember. So if you look at page 2 of that. You're looking at it, the backside of the page. Uh-huh. So you gave whatever flyers you had left to Jerry, correct? Yes.	6 7 8 9 10 11 12 13	Q A Q A Q A	Yes. And then there was another conversation on April 12, 2019. Was this also by telephone? No. In person. And where did it take place? In an office at our store. In Ohio, right? Yes. And Ms. Chewning is not based there, is she?
6 7 8 9 10 11 12 13 14	A Q A Q	over the phone? I don't remember. So if you look at page 2 of that. You're looking at it, the backside of the page. Uh-huh. So you gave whatever flyers you had left to Jerry, correct? Yes. Who's Jay?	6 7 8 9 10 11 12 13 14	Q A Q A Q A	Yes. And then there was another conversation on April 12, 2019. Was this also by telephone? No. In person. And where did it take place? In an office at our store. In Ohio, right? Yes. And Ms. Chewning is not based there, is she? I don't believe so. I don't know.
6 7 8 9 10 11 12 13 14 15	A Q A Q A	over the phone? I don't remember. So if you look at page 2 of that. You're looking at it, the backside of the page. Uh-huh. So you gave whatever flyers you had left to Jerry, correct? Yes. Who's Jay? James Roman.	6 7 8 9 10 11 12 13 14 15	Q A Q A Q A	Yes. And then there was another conversation on April 12, 2019. Was this also by telephone? No. In person. And where did it take place? In an office at our store. In Ohio, right? Yes. And Ms. Chewning is not based there, is she? I don't believe so. I don't know. So again look at this. And my question to
6 7 8 9 10 11 12 13 14 15 16	A Q A Q A Q	over the phone? I don't remember. So if you look at page 2 of that. You're looking at it, the backside of the page. Uh-huh. So you gave whatever flyers you had left to Jerry, correct? Yes. Who's Jay? James Roman. Oh, okay. He goes by "Jay"?	6 7 8 9 10 11 12 13 14 15 16 17	Q A Q A Q A	Yes. And then there was another conversation on April 12, 2019. Was this also by telephone? No. In person. And where did it take place? In an office at our store. In Ohio, right? Yes. And Ms. Chewning is not based there, is she? I don't believe so. I don't know. So again look at this. And my question to you is, is it an accurate transcript of the
6 7 8 9 10 11 12 13 14 15 16 17 18	A Q A Q A	over the phone? I don't remember. So if you look at page 2 of that. You're looking at it, the backside of the page. Uh-huh. So you gave whatever flyers you had left to Jerry, correct? Yes. Who's Jay? James Roman. Oh, okay. He goes by "Jay"? Yes.	6 7 8 9 10 11 12 13 14 15 16 17	Q A Q A Q A Q A Q	Yes. And then there was another conversation on April 12, 2019. Was this also by telephone? No. In person. And where did it take place? In an office at our store. In Ohio, right? Yes. And Ms. Chewning is not based there, is she? I don't believe so. I don't know. So again look at this. And my question to you is, is it an accurate transcript of the conversation that took place?
6 7 8 9 10 11 12 13 14 15 16 17 18	A Q A Q A	over the phone? I don't remember. So if you look at page 2 of that. You're looking at it, the backside of the page. Uh-huh. So you gave whatever flyers you had left to Jerry, correct? Yes. Who's Jay? James Roman. Oh, okay. He goes by "Jay"? Yes. So he was on that conversation too, even	6 7 8 9 10 11 12 13 14 15 16 17 18	Q A Q A Q A Q A A A	Yes. And then there was another conversation on April 12, 2019. Was this also by telephone? No. In person. And where did it take place? In an office at our store. In Ohio, right? Yes. And Ms. Chewning is not based there, is she? I don't believe so. I don't know. So again look at this. And my question to you is, is it an accurate transcript of the conversation that took place? It is, yes.
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A Q A Q A Q Q	over the phone? I don't remember. So if you look at page 2 of that. You're looking at it, the backside of the page. Uh-huh. So you gave whatever flyers you had left to Jerry, correct? Yes. Who's Jay? James Roman. Oh, okay. He goes by "Jay"? Yes. So he was on that conversation too, even though he's not listed on page 1?	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Q A Q A Q A Q A Q A Q A Q	Yes. And then there was another conversation on April 12, 2019. Was this also by telephone? No. In person. And where did it take place? In an office at our store. In Ohio, right? Yes. And Ms. Chewning is not based there, is she? I don't believe so. I don't know. So again look at this. And my question to you is, is it an accurate transcript of the conversation that took place? It is, yes. And did you know it was being recorded?
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A Q A Q A Q A Q A Q	over the phone? I don't remember. So if you look at page 2 of that. You're looking at it, the backside of the page. Uh-huh. So you gave whatever flyers you had left to Jerry, correct? Yes. Who's Jay? James Roman. Oh, okay. He goes by "Jay"? Yes. So he was on that conversation too, even though he's not listed on page 1? Yes. He was listening.	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q A Q A Q A Q A Q A A Q A	Yes. And then there was another conversation on April 12, 2019. Was this also by telephone? No. In person. And where did it take place? In an office at our store. In Ohio, right? Yes. And Ms. Chewning is not based there, is she? I don't believe so. I don't know. So again look at this. And my question to you is, is it an accurate transcript of the conversation that took place? It is, yes. And did you know it was being recorded? No.
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A Q Q A Q Q A Q Q A Q Q	over the phone? I don't remember. So if you look at page 2 of that. You're looking at it, the backside of the page. Uh-huh. So you gave whatever flyers you had left to Jerry, correct? Yes. Who's Jay? James Roman. Oh, okay. He goes by "Jay"? Yes. So he was on that conversation too, even though he's not listed on page 1? Yes. He was listening. This one is the phone conversation, right? Yes.	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q A Q A Q A Q A Q A A Q A	Yes. And then there was another conversation on April 12, 2019. Was this also by telephone? No. In person. And where did it take place? In an office at our store. In Ohio, right? Yes. And Ms. Chewning is not based there, is she? I don't believe so. I don't know. So again look at this. And my question to you is, is it an accurate transcript of the conversation that took place? It is, yes. And did you know it was being recorded? No. Okay. Why was there need for a second

		253 Pg 12	of 23		
1		Page 41			Page 42
	1	a conversation with the human resource person	1	Q	Look at the third-from-the-last colloquy
	2	also.	2		there. And you say at one point, "I figured
	3	Q So in the third colloquy there Jean says,	3		some of them are Windstream customers."
	4	"Did you notify your supervisor?"	4		How did you do that?
	5	And you say, "We told Jay over the phone	5	Α	Well, typically in certain areas there's only
	6	and Becky gave the flyer to Jay."	6		two providers in an area, it's either us or
	7	Is that on the same day that you got the	7		Windstream. So if they don't have us, I
	8	flyer you told Jay about it?	8		assume they have Windstream.
	9	A No. I don't remember.	9	Q	So in your particular geographic region that
	10	Q How is it that your management found out you	10		you sell to, there's just two providers?
	11	were giving out these flyers?	11	A	Yes.
	12	MR. NEPPLE: Object to form.	12	Q	And it's Charter and Windstream?
	13	Go ahead.	13	A	Yes.
	14	A After the conversation with Scott, I told Jay	14	Q	So you say here, "I didn't say we were
	15	about it.	15		helping Windstream"; is that right?
	16	Q The conversation with Scott on April 11th	16	A	Right.
	17	that we've talked about?	17	Q	You say, "I said Windstream sent out a list
	18	A Yeah. Mr. Parrish. What was his name?	18		of other company names"; is that accurate?
	19	Q Oh, I'm sorry. You mean the conversation	19	A	Yes.
	20	with Mr. Parrish. After that conversation	20	Q	So Windstream got you a is that a company
	21	you told Jay about it?	21		name?
	22	A Yes.	22		MR. NEPPLE: Object to form.
_	23	Q And then what did he do, report it to his	23		Go ahead.
	24	superiors?	24	A	No. When we were out knocking doors, I will
	25	A I don't know.	25		always ask customers if they received
		Page 43			5 44
1			1		Page 44
1		anything from Windstream. And a customer	1		
2		anything from Windstream. And a customer told me that they received a list of names of	2		Page 44 (Walker Exhibit 18 was marked.)
2		anything from Windstream. And a customer told me that they received a list of names of companies trying to help out with the	2 3	0	(Walker Exhibit 18 was marked.)
2 3 4	0	anything from Windstream. And a customer told me that they received a list of names of companies trying to help out with the bankruptcy.	2 3 4	Q	(Walker Exhibit 18 was marked.) Mr. Walker, this appears to be again a
2 3 4 5	Q	anything from Windstream. And a customer told me that they received a list of names of companies trying to help out with the bankruptcy. That was a different customer than the one	2 3 4 5	Q	(Walker Exhibit 18 was marked.) Mr. Walker, this appears to be again a transcript of a conversation that took place
2 3 4 5 6		anything from Windstream. And a customer told me that they received a list of names of companies trying to help out with the bankruptcy. That was a different customer than the one who gave you the flyer?	2 3 4 5 6	Q	(Walker Exhibit 18 was marked.) Mr. Walker, this appears to be again a transcript of a conversation that took place on April 12, 2019, with Rebecca Root, Jerry
2 3 4 5 6 7	A	anything from Windstream. And a customer told me that they received a list of names of companies trying to help out with the bankruptcy. That was a different customer than the one who gave you the flyer? Yes.	2 3 4 5 6 7	Q	(Walker Exhibit 18 was marked.) Mr. Walker, this appears to be again a transcript of a conversation that took place on April 12, 2019, with Rebecca Root, Jerry Hawthorne and Jean Chewning.
2 3 4 5 6 7 8		anything from Windstream. And a customer told me that they received a list of names of companies trying to help out with the bankruptcy. That was a different customer than the one who gave you the flyer? Yes. It says at the bottom, "Do you have that	2 3 4 5 6 7 8		(Walker Exhibit 18 was marked.) Mr. Walker, this appears to be again a transcript of a conversation that took place on April 12, 2019, with Rebecca Root, Jerry Hawthorne and Jean Chewning. Were you present for this meeting?
2 3 4 5 6 7 8	A	anything from Windstream. And a customer told me that they received a list of names of companies trying to help out with the bankruptcy. That was a different customer than the one who gave you the flyer? Yes. It says at the bottom, "Do you have that list?"	2 3 4 5 6 7 8	A	(Walker Exhibit 18 was marked.) Mr. Walker, this appears to be again a transcript of a conversation that took place on April 12, 2019, with Rebecca Root, Jerry Hawthorne and Jean Chewning. Were you present for this meeting? No.
2 3 4 5 6 7 8 9	A	anything from Windstream. And a customer told me that they received a list of names of companies trying to help out with the bankruptcy. That was a different customer than the one who gave you the flyer? Yes. It says at the bottom, "Do you have that list?" "No."	2 3 4 5 6 7 8 9	A Q	(Walker Exhibit 18 was marked.) Mr. Walker, this appears to be again a transcript of a conversation that took place on April 12, 2019, with Rebecca Root, Jerry Hawthorne and Jean Chewning. Were you present for this meeting? No. Did Ms. Root tell you about it?
2 3 4 5 6 7 8 9 10	A Q	anything from Windstream. And a customer told me that they received a list of names of companies trying to help out with the bankruptcy. That was a different customer than the one who gave you the flyer? Yes. It says at the bottom, "Do you have that list?" "No." I assume you don't have the list?	2 3 4 5 6 7 8 9 10	A Q A	(Walker Exhibit 18 was marked.) Mr. Walker, this appears to be again a transcript of a conversation that took place on April 12, 2019, with Rebecca Root, Jerry Hawthorne and Jean Chewning. Were you present for this meeting? No. Did Ms. Root tell you about it? No.
2 3 4 5 6 7 8 9 10 11	A Q	anything from Windstream. And a customer told me that they received a list of names of companies trying to help out with the bankruptcy. That was a different customer than the one who gave you the flyer? Yes. It says at the bottom, "Do you have that list?" "No." I assume you don't have the list? No.	2 3 4 5 6 7 8 9 10 11 12	A Q A Q	(Walker Exhibit 18 was marked.) Mr. Walker, this appears to be again a transcript of a conversation that took place on April 12, 2019, with Rebecca Root, Jerry Hawthorne and Jean Chewning. Were you present for this meeting? No. Did Ms. Root tell you about it? No. Did anybody tell you about it?
2 3 4 5 6 7 8 9 10 11 12	A Q	anything from Windstream. And a customer told me that they received a list of names of companies trying to help out with the bankruptcy. That was a different customer than the one who gave you the flyer? Yes. It says at the bottom, "Do you have that list?" "No." I assume you don't have the list? No. It says, it quotes you saying, "I don't even	2 3 4 5 6 7 8 9 10 11 12 13	A Q A Q A	(Walker Exhibit 18 was marked.) Mr. Walker, this appears to be again a transcript of a conversation that took place on April 12, 2019, with Rebecca Root, Jerry Hawthorne and Jean Chewning. Were you present for this meeting? No. Did Ms. Root tell you about it? No. Did anybody tell you about it? No.
2 3 4 5 6 7 8 9 10 11 12 13 14	A Q A Q	anything from Windstream. And a customer told me that they received a list of names of companies trying to help out with the bankruptcy. That was a different customer than the one who gave you the flyer? Yes. It says at the bottom, "Do you have that list?" "No." I assume you don't have the list? No. It says, it quotes you saying, "I don't even know about bankruptcy"; is that accurate?	2 3 4 5 6 7 8 9 10 11 12 13	A Q A Q	(Walker Exhibit 18 was marked.) Mr. Walker, this appears to be again a transcript of a conversation that took place on April 12, 2019, with Rebecca Root, Jerry Hawthorne and Jean Chewning. Were you present for this meeting? No. Did Ms. Root tell you about it? No. Did anybody tell you about it? No. Is this the first time you're seeing this
2 3 4 5 6 7 8 9 10 11 12 13 14 15	A Q A Q	anything from Windstream. And a customer told me that they received a list of names of companies trying to help out with the bankruptcy. That was a different customer than the one who gave you the flyer? Yes. It says at the bottom, "Do you have that list?" "No." I assume you don't have the list? No. It says, it quotes you saying, "I don't even know about bankruptcy"; is that accurate? Right.	2 3 4 5 6 7 8 9 10 11 12 13 14 15	A Q A Q A	(Walker Exhibit 18 was marked.) Mr. Walker, this appears to be again a transcript of a conversation that took place on April 12, 2019, with Rebecca Root, Jerry Hawthorne and Jean Chewning. Were you present for this meeting? No. Did Ms. Root tell you about it? No. Did anybody tell you about it? No. Is this the first time you're seeing this document?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A Q A Q	anything from Windstream. And a customer told me that they received a list of names of companies trying to help out with the bankruptcy. That was a different customer than the one who gave you the flyer? Yes. It says at the bottom, "Do you have that list?" "No." I assume you don't have the list? No. It says, it quotes you saying, "I don't even know about bankruptcy"; is that accurate? Right. You don't really know what happens when a	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A Q A Q A Q	(Walker Exhibit 18 was marked.) Mr. Walker, this appears to be again a transcript of a conversation that took place on April 12, 2019, with Rebecca Root, Jerry Hawthorne and Jean Chewning. Were you present for this meeting? No. Did Ms. Root tell you about it? No. Did anybody tell you about it? No. Is this the first time you're seeing this document? Yes.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A Q A Q	anything from Windstream. And a customer told me that they received a list of names of companies trying to help out with the bankruptcy. That was a different customer than the one who gave you the flyer? Yes. It says at the bottom, "Do you have that list?" "No." I assume you don't have the list? No. It says, it quotes you saying, "I don't even know about bankruptcy"; is that accurate? Right. You don't really know what happens when a company goes into bankruptcy, correct?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A Q A Q A	(Walker Exhibit 18 was marked.) Mr. Walker, this appears to be again a transcript of a conversation that took place on April 12, 2019, with Rebecca Root, Jerry Hawthorne and Jean Chewning. Were you present for this meeting? No. Did Ms. Root tell you about it? No. Did anybody tell you about it? No. Is this the first time you're seeing this document? Yes. So do you want to take a minute to read it
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A Q A Q A A	anything from Windstream. And a customer told me that they received a list of names of companies trying to help out with the bankruptcy. That was a different customer than the one who gave you the flyer? Yes. It says at the bottom, "Do you have that list?" "No." I assume you don't have the list? No. It says, it quotes you saying, "I don't even know about bankruptcy"; is that accurate? Right. You don't really know what happens when a company goes into bankruptcy, correct? No.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A Q A Q A Q A Q	(Walker Exhibit 18 was marked.) Mr. Walker, this appears to be again a transcript of a conversation that took place on April 12, 2019, with Rebecca Root, Jerry Hawthorne and Jean Chewning. Were you present for this meeting? No. Did Ms. Root tell you about it? No. Did anybody tell you about it? No. Is this the first time you're seeing this document? Yes. So do you want to take a minute to read it before I ask you questions?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A Q A Q	anything from Windstream. And a customer told me that they received a list of names of companies trying to help out with the bankruptcy. That was a different customer than the one who gave you the flyer? Yes. It says at the bottom, "Do you have that list?" "No." I assume you don't have the list? No. It says, it quotes you saying, "I don't even know about bankruptcy"; is that accurate? Right. You don't really know what happens when a company goes into bankruptcy, correct? No. Were there any other meetings besides these	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A Q A Q A Q	(Walker Exhibit 18 was marked.) Mr. Walker, this appears to be again a transcript of a conversation that took place on April 12, 2019, with Rebecca Root, Jerry Hawthorne and Jean Chewning. Were you present for this meeting? No. Did Ms. Root tell you about it? No. Did anybody tell you about it? No. Is this the first time you're seeing this document? Yes. So do you want to take a minute to read it before I ask you questions? Yes.
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A Q A Q A Q	anything from Windstream. And a customer told me that they received a list of names of companies trying to help out with the bankruptcy. That was a different customer than the one who gave you the flyer? Yes. It says at the bottom, "Do you have that list?" "No." I assume you don't have the list? No. It says, it quotes you saying, "I don't even know about bankruptcy"; is that accurate? Right. You don't really know what happens when a company goes into bankruptcy, correct? No. Were there any other meetings besides these two on April 11th and April 12th of 2019 regarding the incident of the flyer? No other meetings. MR. ROSS: Can I have this	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A Q A Q A Q A Q Q	(Walker Exhibit 18 was marked.) Mr. Walker, this appears to be again a transcript of a conversation that took place on April 12, 2019, with Rebecca Root, Jerry Hawthorne and Jean Chewning. Were you present for this meeting? No. Did Ms. Root tell you about it? No. Did anybody tell you about it? No. Is this the first time you're seeing this document? Yes. So do you want to take a minute to read it before I ask you questions? Yes. I'm ready. So did Ms. Root ever talk to you about this conversation she had with Jerry Hawthorne and Jean Chewning?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A Q A Q A Q	anything from Windstream. And a customer told me that they received a list of names of companies trying to help out with the bankruptcy. That was a different customer than the one who gave you the flyer? Yes. It says at the bottom, "Do you have that list?" "No." I assume you don't have the list? No. It says, it quotes you saying, "I don't even know about bankruptcy"; is that accurate? Right. You don't really know what happens when a company goes into bankruptcy, correct? No. Were there any other meetings besides these two on April 11th and April 12th of 2019 regarding the incident of the flyer? No other meetings.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A Q A Q A Q A Q A	(Walker Exhibit 18 was marked.) Mr. Walker, this appears to be again a transcript of a conversation that took place on April 12, 2019, with Rebecca Root, Jerry Hawthorne and Jean Chewning. Were you present for this meeting? No. Did Ms. Root tell you about it? No. Did anybody tell you about it? No. Is this the first time you're seeing this document? Yes. So do you want to take a minute to read it before I ask you questions? Yes. I'm ready. So did Ms. Root ever talk to you about this conversation she had with Jerry Hawthorne and

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1		there's a reference to a Sandra Ley.	1		and foundation.
2		Do you see that?	2		Go ahead.
3	Α	Yes.	3	A	No.
4	Q	Does that refresh your recollection that	4	Q	She didn't tell you she was sending an e-mail
5		that's the customer from whom the	5		to Jay?
6		advertisement was obtained?	6		MR. NEPPLE: Object. Form
7	Α	Yes.	7		and foundation.
8	Q	It says here, "She called me on Monday and	8		Go ahead.
9		she said she had gold for me."	9	A	No.
10		Do you know what that means?	10	Q	Does that refresh your recollection that Jay
11		MR. NEPPLE: Object.	11		knew about this earlier than when you
12	Α	No.	12		reported it to him?
13		THE WITNESS: Oh.	13	Α	Yes.
14		MR. NEPPLE: Object. Form	14		MR. ROSS: Why don't we
15		and foundation.	15		take we can take as long of a break as you
16		Go ahead.	16		want, but 10 minutes; is that fair?
17	Α	No.	17		THE WITNESS: Yes. Please.
18	Q	It says here that "Emmitt and I went there	18		MR. ROSS: Thank you.
19		and I saw the flyer and sent an e-mail to	19		THE VIDEOGRAPHER: Off the record.
20		Jay."	20		The time is 10:59.
21		Do you see that?	21		(Recess taken.)
22	A	•	22		THE VIDEOGRAPHER: Back on the
23	Q	Were you there when she sent the e-mail to	23		record. The time is 11:08.
24		Jay?	24	ВУ	MR. ROSS:
25		MR. NEPPLE: Object. Form	25	Q	Mr. Walker, prior to the incident with the
		Page 47			Page 48
1		advertising flyer we've been discussing, had	1	A	Only one time.
2		you already been put on some sort of	2	Q	One time.
3					Uh-huh.
i		performance improvement plan?	3	A	Cii iidii.
4	A	performance improvement plan? No.	3 4	A Q	And they did not take corrective action
4 5	A Q				
		No.	4		And they did not take corrective action because of that? No.
5		No. For the month of February 22nd to March 21,	4 5	Q	And they did not take corrective action because of that? No. Now, earlier today you said that, and the
5 6		No. For the month of February 22nd to March 21, 2019, you had missed your sales goal,	4 5 6	Q A	And they did not take corrective action because of that? No. Now, earlier today you said that, and the testimony speak for itself and just correct
5 6 7	Q	No. For the month of February 22nd to March 21, 2019, you had missed your sales goal, correct? Yes. And you weren't put on a performance	4 5 6 7	Q A	And they did not take corrective action because of that? No. Now, earlier today you said that, and the testimony speak for itself and just correct me if am wrong, that you've been disciplined
5 6 7 8	Q A	No. For the month of February 22nd to March 21, 2019, you had missed your sales goal, correct? Yes. And you weren't put on a performance improvement plan as a result of that?	4 5 6 7 8	Q A	And they did not take corrective action because of that? No. Now, earlier today you said that, and the testimony speak for itself and just correct me if am wrong, that you've been disciplined as a result of this flyer being handed out.
5 6 7 8 9 10	Q A	No. For the month of February 22nd to March 21, 2019, you had missed your sales goal, correct? Yes. And you weren't put on a performance improvement plan as a result of that? No.	4 5 6 7 8 9 10	Q A	And they did not take corrective action because of that? No. Now, earlier today you said that, and the testimony speak for itself and just correct me if am wrong, that you've been disciplined as a result of this flyer being handed out. Am I wrong about that?
5 6 7 8 9 10 11	Q A Q	No. For the month of February 22nd to March 21, 2019, you had missed your sales goal, correct? Yes. And you weren't put on a performance improvement plan as a result of that? No. Is a performance improvement plan a form of	4 5 6 7 8 9	Q A	And they did not take corrective action because of that? No. Now, earlier today you said that, and the testimony speak for itself and just correct me if am wrong, that you've been disciplined as a result of this flyer being handed out. Am I wrong about that? MR. NEPPLE: Object to form.
5 6 7 8 9 10	Q A Q	No. For the month of February 22nd to March 21, 2019, you had missed your sales goal, correct? Yes. And you weren't put on a performance improvement plan as a result of that? No. Is a performance improvement plan a form of disciplinary action within the company?	4 5 6 7 8 9 10	Q A	And they did not take corrective action because of that? No. Now, earlier today you said that, and the testimony speak for itself and just correct me if am wrong, that you've been disciplined as a result of this flyer being handed out. Am I wrong about that? MR. NEPPLE: Object to form. Go ahead.
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5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q A Q A Q	No. For the month of February 22nd to March 21, 2019, you had missed your sales goal, correct? Yes. And you weren't put on a performance improvement plan as a result of that? No. Is a performance improvement plan a form of disciplinary action within the company? Yes. Can you just describe as a result of this incident what the discipline that was imposed upon you was? Not any. I didn't get in trouble. Okay.	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Q A Q A Q A	And they did not take corrective action because of that? No. Now, earlier today you said that, and the testimony speak for itself and just correct me if am wrong, that you've been disciplined as a result of this flyer being handed out. Am I wrong about that? MR. NEPPLE: Object to form. Go ahead. You're right. And what was that action taken against you by the company? It was the corrective action and PIP. Which was what? For using unauthorized material.
5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q A Q A Q A A	No. For the month of February 22nd to March 21, 2019, you had missed your sales goal, correct? Yes. And you weren't put on a performance improvement plan as a result of that? No. Is a performance improvement plan a form of disciplinary action within the company? Yes. Can you just describe as a result of this incident what the discipline that was imposed upon you was? Not any. I didn't get in trouble. Okay. It was my third month in door to door, so I	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q A Q A Q Q	And they did not take corrective action because of that? No. Now, earlier today you said that, and the testimony speak for itself and just correct me if am wrong, that you've been disciplined as a result of this flyer being handed out. Am I wrong about that? MR. NEPPLE: Object to form. Go ahead. You're right. And what was that action taken against you by the company? It was the corrective action and PIP. Which was what? For using unauthorized material. No. What I'm asking you is, what was the
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5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q A Q A Q A A Q A A	No. For the month of February 22nd to March 21, 2019, you had missed your sales goal, correct? Yes. And you weren't put on a performance improvement plan as a result of that? No. Is a performance improvement plan a form of disciplinary action within the company? Yes. Can you just describe as a result of this incident what the discipline that was imposed upon you was? Not any. I didn't get in trouble. Okay. It was my third month in door to door, so I wasn't good at it. I'm sorry. I don't understand that. Well, it was just when I transferred from	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q A Q A Q A Q A Q	And they did not take corrective action because of that? No. Now, earlier today you said that, and the testimony speak for itself and just correct me if am wrong, that you've been disciplined as a result of this flyer being handed out. Am I wrong about that? MR. NEPPLE: Object to form. Go ahead. You're right. And what was that action taken against you by the company? It was the corrective action and PIP. Which was what? For using unauthorized material. No. What I'm asking you is, what was the PIP, as you put it? I will have to meet my sales quota every month, which is eight.
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q A Q A Q A Q A	No. For the month of February 22nd to March 21, 2019, you had missed your sales goal, correct? Yes. And you weren't put on a performance improvement plan as a result of that? No. Is a performance improvement plan a form of disciplinary action within the company? Yes. Can you just describe as a result of this incident what the discipline that was imposed upon you was? Not any. I didn't get in trouble. Okay. It was my third month in door to door, so I wasn't good at it. I'm sorry. I don't understand that.	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q A Q A Q A Q A Q	And they did not take corrective action because of that? No. Now, earlier today you said that, and the testimony speak for itself and just correct me if am wrong, that you've been disciplined as a result of this flyer being handed out. Am I wrong about that? MR. NEPPLE: Object to form. Go ahead. You're right. And what was that action taken against you by the company? It was the corrective action and PIP. Which was what? For using unauthorized material. No. What I'm asking you is, what was the PIP, as you put it? I will have to meet my sales quota every

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	1	Foundation.	1		signatures. This document is not signed.
	2	Go ahead.	2		Did you at some point sign this document?
	3	A I will be terminated.	3	Α	Yes.
	4	Q And that was the result of this incident with	4	Q	So let me show you what we have marked as
	5	the flyer, right?	5		Walker Deposition Exhibit Number 11. This
	6	A Yes.	6		seems to be some sort of form dated April 15,
	7	Q And you still work for Charter, correct?	7		2019 from Charter.
	8	A Yes.	8		I think you've already testified you
	9	Q So I assume you have met your goal every	9		haven't seen this before today, right?
	10	month since then?	10	A	Right. I don't remember.
	11	A Yes.	11	Q	So again, on the last page there's a spot for
	12	Q Is there a time limit for how long that	12		employee signature.
	13	corrective action plan lasts?	13		Do you recall signing this at some point?
	14	A Six months.	14	Α	
	15	Q So it ends in October?	15		received my PIP, then yes; if not, I don't
	16	A Yes.	16		remember signing anything like this.
	17	Q So I've shown you what we've marked as Walker	17	Q	Look at the first page. Do you mind if I
	18	Deposition Exhibit Number 3 for	18		just lean over
	19	identification. Let me hand that back to	19	Α	Yes.
	20	you.	20	Q	We don't have multiple copies.
	21	Is this the performance improvement plan	21	_	See here, "Performance Improvement
	22	we've been talking about?	22		Period"?
	23	A Yes.	23	Α	Yes.
	24	Q If you look at the last page of Exhibit 3, I	24	Q	It's marked there "30 days."
	25	think you'll see there's lines for	25		Was that changed to six months at some
		•			
		Page 51			Page 52
1		point, or have you misremembered?	1	A	Yes.
2	A	I was under the impression it was for six	2	Q	So does this refresh your recollection that
3		months.	3		the incident was before April 11, 2019?
4	Q	Okay. So let me show you what we've marked	4	A	Yes.
5		as Plaintiff's Deposition Exhibit Number 12	5	Q	In the next box there's reference to a
6		for identification. It's captioned at the	6		temporary restraining order filed by
7		top an "Incident Investigation Report." And	7		Windstream against Charter.
8		I think you've already said you hadn't seen	8		Do you see that?
9		it before today.	9	A	Yes.
10		Again, take your time to look through	10	Q	Do you have any knowledge of a temporary
11		whatever you need to read. I don't want you	11		restraining order?
12		to since you haven't seen it today, I	12	A	No.
13		don't want you to be caught off guard.	13		MR. NEPPLE: Object to form.
14	A	Yes, I've never seen this.	14		Go ahead.
15	Q	Okay. If you look on the next-to-last page,	15	A	No.
16	-	there appears to be a summary of the events	16	Q	Did there come a time when someone within the
17		that led up to your disciplinary action.	17		company either told you or sent you an e-mail
18		Do you see that? Yes, I actually started	18		that Windstream had obtained a temporary
19		talking yes, right there.	19		restraining order against Charter?
20		So I'm looking at the entry marked for	20		MR. NEPPLE: Same objection.
21		April 11, 2019. And it appears that James	21	A	No. We received an e-mail saying that we are
22		Roman, who you identified as your direct	22		not allowed to discuss at all about the
23		supervisor, notified Scott Collins, Jerry	23		Windstream bankruptcy.
24		Hawthorne and Jean Chewning about this flyer	24	Q	When did you receive that?
25		incident, right?	25	A	After the incident.
22 23 24		Roman, who you identified as your direct supervisor, notified Scott Collins, Jerry Hawthorne and Jean Chewning about this flyer	22 23 24	Q	not allowed to discuss at all about the Windstream bankruptcy. When did you receive that?

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1	Q	During this week of April 11th-12th, 2019?	1	A	No.
2	A	Yes.	2	Q	Did you e-mail it to anyone?
3	Q	Was that directed to you specifically or to a	3	A	No.
4		broader group of people?	4	Q	Did you e-mail to any potential customers the
5	A	Everyone that's in direct sales. There was a	5		information contained in the flyer without
6		big e-mail.	6		the flyer?
7	Q	Everyone in the Charter direct sales	7	A	No.
8		organization?	8	Q	Do you know a person by the name of Stephen
9	A	Yes.	9		McCready?
10	Q	So not just Ohio, but everywhere?	10	A	No.
11	A	Yes.	11	Q	We mentioned earlier this temporary
12	Q	Other than Rebecca Root okay? Other than	12		restraining order you heard about through a
13		Rebecca Root, have you heard of any other	13		mass e-mail, right?
14		DSRs telling customers that Windstream was	14		Did you also learn about a subsequent
15		bankrupt and going out of business?	15		issuance by the court of a preliminary
16	A	No.	16		injunction against Charter by Windstream?
17	Q	So in front of you is what we've marked for	17	A	No.
18		identification as Walker Deposition Exhibit	18	Q	Prior to being given this PIP that we've been
19		Number 7. And looking at page 2.	19		talking about, had any other disciplinary
20		Prior to being given that by this	20		action been taken against you?
21		customer, had you ever seen that flyer	21	A	No.
22		before?	22	Q	This is a document we've already marked for
23	A	No.	23		identification as Walker Deposition Exhibit
24	Q	Did you post a copy of that at your store in	24		Number 15. You looked at it earlier and you
25		Ohio?	25		said you had not seen that before. But just
1		to confirm, is that correct, you have not	1	Α	I don't know.
2		seen that before today?	2	Q	So you don't know that she did get
3	Α	Right.	3	•	disciplined?
4		_	1		r
	U	So on that second page it's the only copy	4	Α	Right. When I was disciplined, I was told
5	Q	So on that second page it's the only copy we have. But Scott Niles writes "Did we put	4 5	A	Right. When I was disciplined, I was told not to talk to anyone about it.
5 6	Q	we have. But Scott Niles writes "Did we put	5		not to talk to anyone about it.
6	Ų	we have. But Scott Niles writes "Did we put him on corrective action, and if so, at what	5 6	A Q A	not to talk to anyone about it. So I want to give this back to you.
6 7	Q	we have. But Scott Niles writes "Did we put him on corrective action, and if so, at what level?"	5 6 7	Q A	not to talk to anyone about it. So I want to give this back to you. Uh-huh.
6 7 8		we have. But Scott Niles writes "Did we put him on corrective action, and if so, at what level?" Do you see that?	5 6 7 8	Q	not to talk to anyone about it. So I want to give this back to you. Uh-huh. Let me hand you what we have marked for
6 7 8 9	A	we have. But Scott Niles writes "Did we put him on corrective action, and if so, at what level?" Do you see that? Yes.	5 6 7	Q A	not to talk to anyone about it. So I want to give this back to you. Uh-huh. Let me hand you what we have marked for identification as Walker Deposition Exhibit
6 7 8 9 10		we have. But Scott Niles writes "Did we put him on corrective action, and if so, at what level?" Do you see that? Yes. Do you have any understanding as to what that	5 6 7 8 9	Q A	not to talk to anyone about it. So I want to give this back to you. Uh-huh. Let me hand you what we have marked for identification as Walker Deposition Exhibit Number 14. It looks very much like Exhibit
6 7 8 9 10 11	A Q	we have. But Scott Niles writes "Did we put him on corrective action, and if so, at what level?" Do you see that? Yes. Do you have any understanding as to what that reference to "what level" means?	5 6 7 8 9 10	Q A	not to talk to anyone about it. So I want to give this back to you. Uh-huh. Let me hand you what we have marked for identification as Walker Deposition Exhibit Number 14. It looks very much like Exhibit 12. So you want to read it, but recognize
6 7 8 9 10	A Q A	we have. But Scott Niles writes "Did we put him on corrective action, and if so, at what level?" Do you see that? Yes. Do you have any understanding as to what that reference to "what level" means? Like a final.	5 6 7 8 9	Q A	not to talk to anyone about it. So I want to give this back to you. Uh-huh. Let me hand you what we have marked for identification as Walker Deposition Exhibit Number 14. It looks very much like Exhibit 12. So you want to read it, but recognize that it is different.
6 7 8 9 10 11	A Q	we have. But Scott Niles writes "Did we put him on corrective action, and if so, at what level?" Do you see that? Yes. Do you have any understanding as to what that reference to "what level" means? Like a final. And the disciplinary action taken against you	5 6 7 8 9 10 11 12	Q A Q	not to talk to anyone about it. So I want to give this back to you. Uh-huh. Let me hand you what we have marked for identification as Walker Deposition Exhibit Number 14. It looks very much like Exhibit 12. So you want to read it, but recognize that it is different. Yes. This is to Rebecca Root.
6 7 8 9 10 11 12 13	A Q A Q	we have. But Scott Niles writes "Did we put him on corrective action, and if so, at what level?" Do you see that? Yes. Do you have any understanding as to what that reference to "what level" means? Like a final. And the disciplinary action taken against you was final, correct?	5 6 7 8 9 10 11 12 13	Q A Q	not to talk to anyone about it. So I want to give this back to you. Uh-huh. Let me hand you what we have marked for identification as Walker Deposition Exhibit Number 14. It looks very much like Exhibit 12. So you want to read it, but recognize that it is different. Yes. This is to Rebecca Root. Rebecca Root, right?
6 7 8 9 10 11 12 13	A Q A Q	we have. But Scott Niles writes "Did we put him on corrective action, and if so, at what level?" Do you see that? Yes. Do you have any understanding as to what that reference to "what level" means? Like a final. And the disciplinary action taken against you was final, correct? Yes.	5 6 7 8 9 10 11 12 13 14	Q A Q A	not to talk to anyone about it. So I want to give this back to you. Uh-huh. Let me hand you what we have marked for identification as Walker Deposition Exhibit Number 14. It looks very much like Exhibit 12. So you want to read it, but recognize that it is different. Yes. This is to Rebecca Root. Rebecca Root, right? Yes.
6 7 8 9 10 11 12 13 14 15	A Q A Q	we have. But Scott Niles writes "Did we put him on corrective action, and if so, at what level?" Do you see that? Yes. Do you have any understanding as to what that reference to "what level" means? Like a final. And the disciplinary action taken against you was final, correct? Yes. I don't know that you would know this, but	5 6 7 8 9 10 11 12 13 14 15	Q A Q A Q	not to talk to anyone about it. So I want to give this back to you. Uh-huh. Let me hand you what we have marked for identification as Walker Deposition Exhibit Number 14. It looks very much like Exhibit 12. So you want to read it, but recognize that it is different. Yes. This is to Rebecca Root. Rebecca Root, right? Yes. But you had not seen that before today?
6 7 8 9 10 11 12 13 14	A Q A Q	we have. But Scott Niles writes "Did we put him on corrective action, and if so, at what level?" Do you see that? Yes. Do you have any understanding as to what that reference to "what level" means? Like a final. And the disciplinary action taken against you was final, correct? Yes. I don't know that you would know this, but I'll ask you anyway. Was the disciplinary	5 6 7 8 9 10 11 12 13 14 15	Q A Q A Q A	not to talk to anyone about it. So I want to give this back to you. Uh-huh. Let me hand you what we have marked for identification as Walker Deposition Exhibit Number 14. It looks very much like Exhibit 12. So you want to read it, but recognize that it is different. Yes. This is to Rebecca Root. Rebecca Root, right? Yes. But you had not seen that before today? No.
6 7 8 9 10 11 12 13 14 15 16	A Q A Q	we have. But Scott Niles writes "Did we put him on corrective action, and if so, at what level?" Do you see that? Yes. Do you have any understanding as to what that reference to "what level" means? Like a final. And the disciplinary action taken against you was final, correct? Yes. I don't know that you would know this, but I'll ask you anyway. Was the disciplinary action taken against Rebecca Root also final?	5 6 7 8 9 10 11 12 13 14 15 16 17	Q A Q A Q	not to talk to anyone about it. So I want to give this back to you. Uh-huh. Let me hand you what we have marked for identification as Walker Deposition Exhibit Number 14. It looks very much like Exhibit 12. So you want to read it, but recognize that it is different. Yes. This is to Rebecca Root. Rebecca Root, right? Yes. But you had not seen that before today? No. And the information about the disciplinary
6 7 8 9 10 11 12 13 14 15 16 17 18	A Q A Q	we have. But Scott Niles writes "Did we put him on corrective action, and if so, at what level?" Do you see that? Yes. Do you have any understanding as to what that reference to "what level" means? Like a final. And the disciplinary action taken against you was final, correct? Yes. I don't know that you would know this, but I'll ask you anyway. Was the disciplinary action taken against Rebecca Root also final? MR. NEPPLE: Object. Form	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Q A Q A Q A	not to talk to anyone about it. So I want to give this back to you. Uh-huh. Let me hand you what we have marked for identification as Walker Deposition Exhibit Number 14. It looks very much like Exhibit 12. So you want to read it, but recognize that it is different. Yes. This is to Rebecca Root. Rebecca Root, right? Yes. But you had not seen that before today? No. And the information about the disciplinary action you had no knowledge of before you
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A Q A Q	we have. But Scott Niles writes "Did we put him on corrective action, and if so, at what level?" Do you see that? Yes. Do you have any understanding as to what that reference to "what level" means? Like a final. And the disciplinary action taken against you was final, correct? Yes. I don't know that you would know this, but I'll ask you anyway. Was the disciplinary action taken against Rebecca Root also final? MR. NEPPLE: Object. Form and foundation.	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Q A Q A Q A Q	not to talk to anyone about it. So I want to give this back to you. Uh-huh. Let me hand you what we have marked for identification as Walker Deposition Exhibit Number 14. It looks very much like Exhibit 12. So you want to read it, but recognize that it is different. Yes. This is to Rebecca Root. Rebecca Root, right? Yes. But you had not seen that before today? No. And the information about the disciplinary action you had no knowledge of before you read that document, right?
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A Q A Q Q	we have. But Scott Niles writes "Did we put him on corrective action, and if so, at what level?" Do you see that? Yes. Do you have any understanding as to what that reference to "what level" means? Like a final. And the disciplinary action taken against you was final, correct? Yes. I don't know that you would know this, but I'll ask you anyway. Was the disciplinary action taken against Rebecca Root also final? MR. NEPPLE: Object. Form and foundation. Go ahead.	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q A Q A Q A Q	not to talk to anyone about it. So I want to give this back to you. Uh-huh. Let me hand you what we have marked for identification as Walker Deposition Exhibit Number 14. It looks very much like Exhibit 12. So you want to read it, but recognize that it is different. Yes. This is to Rebecca Root. Rebecca Root, right? Yes. But you had not seen that before today? No. And the information about the disciplinary action you had no knowledge of before you read that document, right? Okay.
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A Q A Q A Q	we have. But Scott Niles writes "Did we put him on corrective action, and if so, at what level?" Do you see that? Yes. Do you have any understanding as to what that reference to "what level" means? Like a final. And the disciplinary action taken against you was final, correct? Yes. I don't know that you would know this, but I'll ask you anyway. Was the disciplinary action taken against Rebecca Root also final? MR. NEPPLE: Object. Form and foundation. Go ahead. I don't know.	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q A Q A Q A Q	not to talk to anyone about it. So I want to give this back to you. Uh-huh. Let me hand you what we have marked for identification as Walker Deposition Exhibit Number 14. It looks very much like Exhibit 12. So you want to read it, but recognize that it is different. Yes. This is to Rebecca Root. Rebecca Root, right? Yes. But you had not seen that before today? No. And the information about the disciplinary action you had no knowledge of before you read that document, right? Okay. Let me get you to look at what we've already
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A Q A Q Q	we have. But Scott Niles writes "Did we put him on corrective action, and if so, at what level?" Do you see that? Yes. Do you have any understanding as to what that reference to "what level" means? Like a final. And the disciplinary action taken against you was final, correct? Yes. I don't know that you would know this, but I'll ask you anyway. Was the disciplinary action taken against Rebecca Root also final? MR. NEPPLE: Object. Form and foundation. Go ahead.	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q A Q A Q A Q	not to talk to anyone about it. So I want to give this back to you. Uh-huh. Let me hand you what we have marked for identification as Walker Deposition Exhibit Number 14. It looks very much like Exhibit 12. So you want to read it, but recognize that it is different. Yes. This is to Rebecca Root. Rebecca Root, right? Yes. But you had not seen that before today? No. And the information about the disciplinary action you had no knowledge of before you read that document, right? Okay.

Page 5 copy of that flyer that you were I by the customer and gave out? would seem I've just now shown you different flyers, one of which you had efore today, two you hadn't. e you seen any other flyers similar to MR. ROSS: Why don't we
would seem I've just now shown you lifferent flyers, one of which you had lefore today, two you hadn't. e you seen any other flyers similar to MR. ROSS: Why don't we
would seem I've just now shown you lifferent flyers, one of which you had efore today, two you hadn't. e you seen any other flyers similar to MR. ROSS: Why don't we
ifferent flyers, one of which you had efore today, two you hadn't. e you seen any other flyers similar to MR. ROSS: Why don't we
ifferent flyers, one of which you had efore today, two you hadn't. e you seen any other flyers similar to MR. ROSS: Why don't we
efore today, two you hadn't. e you seen any other flyers similar to . MR. ROSS: Why don't we
e you seen any other flyers similar to MR. ROSS: Why don't we
MR. ROSS: Why don't we
MR. ROSS: Why don't we
MR. ROSS: Why don't we
MR. ROSS: Why don't we
five-minute break. I'll go over my
We may be finished.
THE VIDEOGRAPHER: Off the recor
me is 11:31.
(Recess taken.)
THE VIDEOGRAPHER: Back on the
The time is 11:38.
MR. ROSS: Mr. Walker,
for coming. I don't have any further
ons for you at this time.
MS. GREER: I have nothing
either.
Page 60
old of a man are you, sir?
ou have any training beyond high school,
r it's courses or online courses or
you may have been to?
ou have any legal training of any kind?
u have any familiarity with bankruptcy
nd regulations of any kind?
alk a little bit about what you do
ay to day. How is it in your current
d the role that you were in earlier
ar, how is it that you go about your
much I get out to the field around
m. I just knock on people's doors. I
m if they have TV, internet or voice
ly.
ey say yes, I ask them how much
paying, and then I pitch our price
en ask them is that something that
pe interested in
m. m i ly. ey pa

			<u>/ 01 23</u>		
		Page 61			Page 62
1	Q	Okay.	1		correct?
2	Α	switching.	2	A	Yes.
3	Q	And how many doors do you knock on in an	3	Q	Okay. Now, this flyer that you can take a
4		average day?	4		look at Exhibit 7, the flyer that we've been
5	A	Between 30 to 40. It depends on how long I	5		talking about and the one that got you into
6		speak to people at the door.	6		trouble here, can you take a look at that?
7	Q	And how do you get that list of doors to	7		Now, that was provided to you by a
8		knock on?	8		Windstream customer, correct?
9	A	Well, at the beginning of every fiscal month,	9	A	Yes.
10		we get to choose our area where we want to	10	Q	Can you describe that process? Did you ask
11		knock doors at. And then my supervisor,	11		for it? Did your partner ask for it? Did
12		James Roman, gives us a list of addresses of	12		that customer just give it to you?
13		people who does not have our service.	13	A	She called Rebecca Root and told Rebecca that
14	Q	Okay. So the lists that you're given are	14		she received a flyer from us. And Rebecca
15		provided by Charter is not current Charter	15		asked her if we can come over and take a look
16		subscribers, correct?	16		at it.
17	A	Correct. Yes.	17	Q	Okay. And did Rebecca know this customer,
18	Q	And I think you testified earlier that in	18		have a prior relationship with this customer?
19		your area, the places where your knock or	19	A	Yes.
20		that you knock that the only internet	20	Q	Do you know the extent of that relationship?
21		provider is Windstream, correct?	21	A	From what Rebecca told me she used to be a
22	A	Yes.	22		bartender, and she used to come into the
23	Q	So when you get a list from your supervisor	23		place where she used to bartend.
24		or you select an area to knock, you know	24	Q	Okay. And then you got possession of Exhibit
			ا م		7.4.9.00
25		you're going to Windstream customers, Page 63	25		7, the flyer, correct?
25	A		1		
	A Q	Page 63			Page 64
1		Page 63 Yes.	1		Page 64 on how many copies of the flyer reflected in
1 2	Q	Page 63 Yes. And then what did you do?	1 2	A	Page 64 on how many copies of the flyer reflected in Exhibit 7 that you gave out would be what
1 2 3	Q A	Page 63 Yes. And then what did you do? I made copies of it. Where did you make copies? At the Spectrum store.	1 2 3	A Q	Page 64 on how many copies of the flyer reflected in Exhibit 7 that you gave out would be what number?
1 2 3 4	Q A Q	Page 63 Yes. And then what did you do? I made copies of it. Where did you make copies?	1 2 3 4	_	Page 64 on how many copies of the flyer reflected in Exhibit 7 that you gave out would be what number? No more than five.
1 2 3 4 5	Q A Q A	Page 63 Yes. And then what did you do? I made copies of it. Where did you make copies? At the Spectrum store. How many copies did you make? 10 to 15.	1 2 3 4 5	_	Page 64 on how many copies of the flyer reflected in Exhibit 7 that you gave out would be what number? No more than five. Okay. Did anyone at Charter, and I'm talking about your management or from anyone that you considered a supervisor strike that.
1 2 3 4 5 6 7 8	Q A Q A Q A	Page 63 Yes. And then what did you do? I made copies of it. Where did you make copies? At the Spectrum store. How many copies did you make? 10 to 15. Is that your best recollection?	1 2 3 4 5 6 7 8	_	Page 64 on how many copies of the flyer reflected in Exhibit 7 that you gave out would be what number? No more than five. Okay. Did anyone at Charter, and I'm talking about your management or from anyone that you considered a supervisor strike that. Did anyone from Charter, any person that
1 2 3 4 5 6 7 8 9	Q A Q A Q A	Page 63 Yes. And then what did you do? I made copies of it. Where did you make copies? At the Spectrum store. How many copies did you make? 10 to 15. Is that your best recollection? Yes.	1 2 3 4 5 6 7 8	_	Page 64 on how many copies of the flyer reflected in Exhibit 7 that you gave out would be what number? No more than five. Okay. Did anyone at Charter, and I'm talking about your management or from anyone that you considered a supervisor strike that. Did anyone from Charter, any person that you know to be employed by Charter, tell you
1 2 3 4 5 6 7 8 9	Q A Q A Q A	Page 63 Yes. And then what did you do? I made copies of it. Where did you make copies? At the Spectrum store. How many copies did you make? 10 to 15. Is that your best recollection? Yes. How many of those 10 to 15 flyers did you	1 2 3 4 5 6 7 8 9	Q	Page 64 on how many copies of the flyer reflected in Exhibit 7 that you gave out would be what number? No more than five. Okay. Did anyone at Charter, and I'm talking about your management or from anyone that you considered a supervisor strike that. Did anyone from Charter, any person that you know to be employed by Charter, tell you to use that flyer?
1 2 3 4 5 6 7 8 9 10	Q A Q A Q A Q	Page 63 Yes. And then what did you do? I made copies of it. Where did you make copies? At the Spectrum store. How many copies did you make? 10 to 15. Is that your best recollection? Yes. How many of those 10 to 15 flyers did you hand out to people out in the field?	1 2 3 4 5 6 7 8 9 10	Q A	Page 64 on how many copies of the flyer reflected in Exhibit 7 that you gave out would be what number? No more than five. Okay. Did anyone at Charter, and I'm talking about your management or from anyone that you considered a supervisor strike that. Did anyone from Charter, any person that you know to be employed by Charter, tell you to use that flyer? No.
1 2 3 4 5 6 7 8 9 10 11	Q A Q A Q A Q A	Page 63 Yes. And then what did you do? I made copies of it. Where did you make copies? At the Spectrum store. How many copies did you make? 10 to 15. Is that your best recollection? Yes. How many of those 10 to 15 flyers did you hand out to people out in the field? Not even five. I don't remember.	1 2 3 4 5 6 7 8 9 10 11	Q	Page 64 on how many copies of the flyer reflected in Exhibit 7 that you gave out would be what number? No more than five. Okay. Did anyone at Charter, and I'm talking about your management or from anyone that you considered a supervisor strike that. Did anyone from Charter, any person that you know to be employed by Charter, tell you to use that flyer? No. Did they ever hint or intimate or give you
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1 2 3 4 5 6 7 8 9 10 11 12 13 14	Q A Q A Q A Q A	Page 63 Yes. And then what did you do? I made copies of it. Where did you make copies? At the Spectrum store. How many copies did you make? 10 to 15. Is that your best recollection? Yes. How many of those 10 to 15 flyers did you hand out to people out in the field? Not even five. I don't remember. And you still had some left when the issue arose with the phone call we talked about	1 2 3 4 5 6 7 8 9 10 11 12 13 14	Q A Q	Page 64 on how many copies of the flyer reflected in Exhibit 7 that you gave out would be what number? No more than five. Okay. Did anyone at Charter, and I'm talking about your management or from anyone that you considered a supervisor strike that. Did anyone from Charter, any person that you know to be employed by Charter, tell you to use that flyer? No. Did they ever hint or intimate or give you the old nudge, nudge, wink, wink you need to use this flyer?
1 2 3 4 5 6 7 8 9 10 11 12 13 14	Q A Q A Q A Q A	Page 63 Yes. And then what did you do? I made copies of it. Where did you make copies? At the Spectrum store. How many copies did you make? 10 to 15. Is that your best recollection? Yes. How many of those 10 to 15 flyers did you hand out to people out in the field? Not even five. I don't remember. And you still had some left when the issue arose with the phone call we talked about earlier and the whole incident where you	1 2 3 4 5 6 7 8 9 10 11 12 13 14	Q A Q	Page 64 on how many copies of the flyer reflected in Exhibit 7 that you gave out would be what number? No more than five. Okay. Did anyone at Charter, and I'm talking about your management or from anyone that you considered a supervisor strike that. Did anyone from Charter, any person that you know to be employed by Charter, tell you to use that flyer? No. Did they ever hint or intimate or give you the old nudge, nudge, wink, wink you need to use this flyer? No.
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Q A Q A Q A Q A	Page 63 Yes. And then what did you do? I made copies of it. Where did you make copies? At the Spectrum store. How many copies did you make? 10 to 15. Is that your best recollection? Yes. How many of those 10 to 15 flyers did you hand out to people out in the field? Not even five. I don't remember. And you still had some left when the issue arose with the phone call we talked about earlier and the whole incident where you ended up on a performance improvement plan,	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Q A Q	Page 64 on how many copies of the flyer reflected in Exhibit 7 that you gave out would be what number? No more than five. Okay. Did anyone at Charter, and I'm talking about your management or from anyone that you considered a supervisor strike that. Did anyone from Charter, any person that you know to be employed by Charter, tell you to use that flyer? No. Did they ever hint or intimate or give you the old nudge, nudge, wink, wink you need to use this flyer? No. Who made the decision to use this flyer?
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Q A Q A Q A Q Q A Q Q	Page 63 Yes. And then what did you do? I made copies of it. Where did you make copies? At the Spectrum store. How many copies did you make? 10 to 15. Is that your best recollection? Yes. How many of those 10 to 15 flyers did you hand out to people out in the field? Not even five. I don't remember. And you still had some left when the issue arose with the phone call we talked about earlier and the whole incident where you ended up on a performance improvement plan, correct?	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Q A Q A	Page 64 on how many copies of the flyer reflected in Exhibit 7 that you gave out would be what number? No more than five. Okay. Did anyone at Charter, and I'm talking about your management or from anyone that you considered a supervisor strike that. Did anyone from Charter, any person that you know to be employed by Charter, tell you to use that flyer? No. Did they ever hint or intimate or give you the old nudge, nudge, wink, wink you need to use this flyer? No. Who made the decision to use this flyer? I did.
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q A Q A Q Q A Q Q A A Q	Page 63 Yes. And then what did you do? I made copies of it. Where did you make copies? At the Spectrum store. How many copies did you make? 10 to 15. Is that your best recollection? Yes. How many of those 10 to 15 flyers did you hand out to people out in the field? Not even five. I don't remember. And you still had some left when the issue arose with the phone call we talked about earlier and the whole incident where you ended up on a performance improvement plan, correct? Yes.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q A Q	Page 64 on how many copies of the flyer reflected in Exhibit 7 that you gave out would be what number? No more than five. Okay. Did anyone at Charter, and I'm talking about your management or from anyone that you considered a supervisor strike that. Did anyone from Charter, any person that you know to be employed by Charter, tell you to use that flyer? No. Did they ever hint or intimate or give you the old nudge, nudge, wink, wink you need to use this flyer? No. Who made the decision to use this flyer? I did. As a result of that decision, what happened
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q A Q A Q A Q Q A Q Q	Page 63 Yes. And then what did you do? I made copies of it. Where did you make copies? At the Spectrum store. How many copies did you make? 10 to 15. Is that your best recollection? Yes. How many of those 10 to 15 flyers did you hand out to people out in the field? Not even five. I don't remember. And you still had some left when the issue arose with the phone call we talked about earlier and the whole incident where you ended up on a performance improvement plan, correct? Yes. You still had copies left to give to Charter,	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q A Q A Q	Page 64 on how many copies of the flyer reflected in Exhibit 7 that you gave out would be what number? No more than five. Okay. Did anyone at Charter, and I'm talking about your management or from anyone that you considered a supervisor strike that. Did anyone from Charter, any person that you know to be employed by Charter, tell you to use that flyer? No. Did they ever hint or intimate or give you the old nudge, nudge, wink, wink you need to use this flyer? No. Who made the decision to use this flyer? I did. As a result of that decision, what happened to you once Charter found out?
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Q A Q A Q A Q A Q Q A Q Q	Page 63 Yes. And then what did you do? I made copies of it. Where did you make copies? At the Spectrum store. How many copies did you make? 10 to 15. Is that your best recollection? Yes. How many of those 10 to 15 flyers did you hand out to people out in the field? Not even five. I don't remember. And you still had some left when the issue arose with the phone call we talked about earlier and the whole incident where you ended up on a performance improvement plan, correct? Yes. You still had copies left to give to Charter, correct?	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Q A Q A Q A A	on how many copies of the flyer reflected in Exhibit 7 that you gave out would be what number? No more than five. Okay. Did anyone at Charter, and I'm talking about your management or from anyone that you considered a supervisor strike that. Did anyone from Charter, any person that you know to be employed by Charter, tell you to use that flyer? No. Did they ever hint or intimate or give you the old nudge, nudge, wink, wink you need to use this flyer? No. Who made the decision to use this flyer? I did. As a result of that decision, what happened to you once Charter found out? I was put on a final.
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q A Q A Q A Q A Q A Q A A Q A A Q A A Q A A Q A A Q A A Q A A Q A A Q A A Q A	Page 63 Yes. And then what did you do? I made copies of it. Where did you make copies? At the Spectrum store. How many copies did you make? 10 to 15. Is that your best recollection? Yes. How many of those 10 to 15 flyers did you hand out to people out in the field? Not even five. I don't remember. And you still had some left when the issue arose with the phone call we talked about earlier and the whole incident where you ended up on a performance improvement plan, correct? Yes. You still had copies left to give to Charter, correct? Yes.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q A Q A Q	on how many copies of the flyer reflected in Exhibit 7 that you gave out would be what number? No more than five. Okay. Did anyone at Charter, and I'm talking about your management or from anyone that you considered a supervisor strike that. Did anyone from Charter, any person that you know to be employed by Charter, tell you to use that flyer? No. Did they ever hint or intimate or give you the old nudge, nudge, wink, wink you need to use this flyer? No. Who made the decision to use this flyer? I did. As a result of that decision, what happened to you once Charter found out? I was put on a final. Okay. Do you know what areas you handed out
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q A Q A Q A Q A Q Q A Q Q	Page 63 Yes. And then what did you do? I made copies of it. Where did you make copies? At the Spectrum store. How many copies did you make? 10 to 15. Is that your best recollection? Yes. How many of those 10 to 15 flyers did you hand out to people out in the field? Not even five. I don't remember. And you still had some left when the issue arose with the phone call we talked about earlier and the whole incident where you ended up on a performance improvement plan, correct? Yes. You still had copies left to give to Charter, correct? Yes. Do you know how many copies you had left to	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q A Q A Q A A	Page 64 on how many copies of the flyer reflected in Exhibit 7 that you gave out would be what number? No more than five. Okay. Did anyone at Charter, and I'm talking about your management or from anyone that you considered a supervisor strike that. Did anyone from Charter, any person that you know to be employed by Charter, tell you to use that flyer? No. Did they ever hint or intimate or give you the old nudge, nudge, wink, wink you need to use this flyer? No. Who made the decision to use this flyer? I did. As a result of that decision, what happened to you once Charter found out? I was put on a final. Okay. Do you know what areas you handed out the five or so copies that you believe that
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q A Q A Q A Q A Q Q Q A Q Q Q Q A Q Q Q Q A Q Q Q Q A Q Q Q Q A Q Q Q Q Q A Q Q Q Q Q A Q	Yes. And then what did you do? I made copies of it. Where did you make copies? At the Spectrum store. How many copies did you make? 10 to 15. Is that your best recollection? Yes. How many of those 10 to 15 flyers did you hand out to people out in the field? Not even five. I don't remember. And you still had some left when the issue arose with the phone call we talked about earlier and the whole incident where you ended up on a performance improvement plan, correct? Yes. You still had copies left to give to Charter, correct? Yes. Do you know how many copies you had left to give to Charter?	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q A Q A Q A Q A Q	Page 64 on how many copies of the flyer reflected in Exhibit 7 that you gave out would be what number? No more than five. Okay. Did anyone at Charter, and I'm talking about your management or from anyone that you considered a supervisor strike that. Did anyone from Charter, any person that you know to be employed by Charter, tell you to use that flyer? No. Did they ever hint or intimate or give you the old nudge, nudge, wink, wink you need to use this flyer? No. Who made the decision to use this flyer? I did. As a result of that decision, what happened to you once Charter found out? I was put on a final. Okay. Do you know what areas you handed out the five or so copies that you believe that you handed out?
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q A Q A Q A Q A Q A Q A A Q A A Q A A Q A A Q A A Q A A Q A A Q A A Q A A Q A	Page 63 Yes. And then what did you do? I made copies of it. Where did you make copies? At the Spectrum store. How many copies did you make? 10 to 15. Is that your best recollection? Yes. How many of those 10 to 15 flyers did you hand out to people out in the field? Not even five. I don't remember. And you still had some left when the issue arose with the phone call we talked about earlier and the whole incident where you ended up on a performance improvement plan, correct? Yes. You still had copies left to give to Charter, correct? Yes. Do you know how many copies you had left to	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q A Q A Q A A	Page 64 on how many copies of the flyer reflected in Exhibit 7 that you gave out would be what number? No more than five. Okay. Did anyone at Charter, and I'm talking about your management or from anyone that you considered a supervisor strike that. Did anyone from Charter, any person that you know to be employed by Charter, tell you to use that flyer? No. Did they ever hint or intimate or give you the old nudge, nudge, wink, wink you need to use this flyer? No. Who made the decision to use this flyer? I did. As a result of that decision, what happened to you once Charter found out? I was put on a final. Okay. Do you know what areas you handed out the five or so copies that you believe that

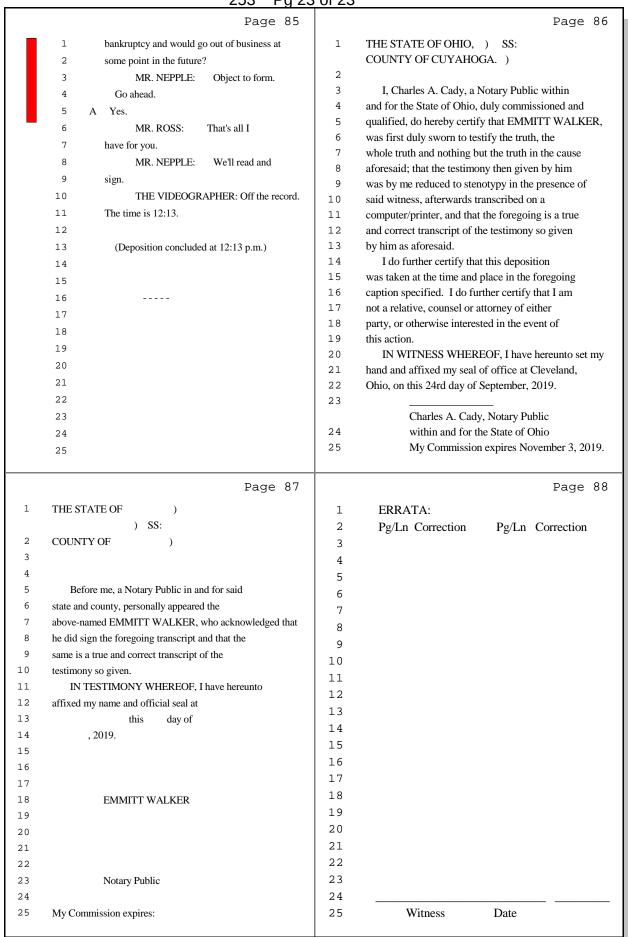
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1		of anyone else who handed out copies of the	1		otherwise, did they have any questions for
2		flyer reflected in Exhibit 7?	2		you regarding Windstream's bankruptcy?
3	A	No.	3	A	No.
4	Q	Did any of the people, of the five or so	4	Q	Did they ever any of these people talk to
5		flyers that you handed out, ever contact you	5		you about any mailings they may have received
6		and ask you questions about the flyer?	6		regarding Windstream's bankruptcy?
7	A	No. Just the one.	7	A	One did.
8	Q	Just the excuse me. Which one?	8	Q	Tell me about that. Do you know who that
9	A	The Mr. Parrish guy.	9		was?
10	Q	We'll get to Mr. Parrish in a moment here.	10	A	No.
11		Did anyone call you and ask you what this	11	Q	Do you know if it was in your area?
12		meant, what the flyer reflected in Exhibit	12	A	It was in our area. It was someone that we
13		Number 7 meant?	13		spoke that I spoke to when knocking, when
14	A	No.	14		knocking.
15	Q	Did you get any sales or did you secure any	15	Q	Okay. Face to face?
16		sales from any of the five flyers that you	16	A	Yes.
17		handed out?	17	Q	What did they say?
18	A	No.	18	A	So one of the questions I always ask is like
19	Q	Did anyone explain to you that they were	19		if they ever received anything from
20		confused by the five or so flyers that you	20		Windstream. And this one customer told me
21		handed out?	21		they did and it was a list of like other
22	A	No.	22		companies helping out with the bankruptcy.
23	Q	At any point up until you were disciplined by	23	Q	Okay. And they had received a notice in
24		Charter, did any of the people that you've	24		Windstream's bankruptcy with a list of
25		knocked on doors with or contacted or	25		companies?
		Page 67			Page 68
1			1		
1 2		Yes.	1 2	A	performance in the field, correct? Yes.
3	Q	And that person, what did they understand that list to be?	3		
4	٨		4	Q	Was there anything else that you see as part of the performance improvement plan or the
5	Α	switch to or just companies helping out with	5		corrective action or anything else that arose
6					as a result of this incident that you
7	Q	the bankruptcy. And did you ever see that list?	6 7		testified to earlier today?
8	A	No.	8	A	I have to have the one-on-one with James
9	Q	And given that you never saw the list, did	9	A	
10	Ų	you have that same belief about what that	10	0	Roman every week. Okay.
11		list meant?	11	Q ^	Concerning my performance over the week.
12	Δ	Yes.	12	A Q	And James Roman is your direct supervisor?
13	Q		13	A	Yes.
14	Ų	you. You were put under a PIP, a performance	14	Q	Do you believe what's your understanding
		improvement program, correct?	15	Ų	strike that.
		Yes.	16		What's your understanding on whether that
15	Δ	100.	17		will continue, and if so, how long will that
15 16		It's your recollection how long has that been			
15 16 17	A Q				_
15 16 17 18	Q	in place?	18	٨	will continue?
15 16 17 18 19	Q A	in place? Since April.	18 19	A	will continue? Until October. For six months.
15 16 17 18 19 20	Q	in place? Since April. Okay. And as I understood your prior	18 19 20	A Q	will continue? Until October. For six months. Where did you obtain that understanding from,
15 16 17 18 19 20 21	Q A	in place? Since April. Okay. And as I understood your prior testimony, there's two portions. One is they	18 19 20 21	Q	will continue? Until October. For six months. Where did you obtain that understanding from, Mr. Roman or someone else?
15 16 17 18 19 20 21	Q A	in place? Since April. Okay. And as I understood your prior testimony, there's two portions. One is they provided you some coaching or instruction on	18 19 20 21 22	Q A	will continue? Until October. For six months. Where did you obtain that understanding from, Mr. Roman or someone else? Both Mr. Roman and Jerry Hawthorne.
15 16 17 18 19 20 21 22 23	Q A Q	in place? Since April. Okay. And as I understood your prior testimony, there's two portions. One is they provided you some coaching or instruction on the use of flyers, correct?	18 19 20 21 22 23	Q	will continue? Until October. For six months. Where did you obtain that understanding from, Mr. Roman or someone else? Both Mr. Roman and Jerry Hawthorne. Okay. You at some point received a call from
15 16 17 18 19 20 21	Q A	in place? Since April. Okay. And as I understood your prior testimony, there's two portions. One is they provided you some coaching or instruction on the use of flyers, correct?	18 19 20 21 22	Q A	will continue? Until October. For six months. Where did you obtain that understanding from, Mr. Roman or someone else? Both Mr. Roman and Jerry Hawthorne.

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	1	Q At the start of that call, what did he	1	A	Maybe like 10 minutes.
	2	identify himself as?	2	Q	At what point in the 10-minute period of this
	3	A As a customer I spoke with.	3		call with Mr. Parrish did he finally disclose
	4	Q He said you and him had spoken in the field?	4		to you that he was employed by Windstream?
	5	A Yes.	5	A	Like seven to eight minutes into the call.
	6	Q Did he disclose to you at the start of that	6	Q	Did you identify yourself as working for
	7	call that he was employed by Windstream?	7		Charter?
	8	A No.	8	A	Yes.
	9	Q So he represented to you that he that you	9	Q	Did Mr. Parrish, or the person who
	10	had spoken with him, correct?	10		represented he was Mr. Parrish on the phone,
	11	A Yes.	11		inform you that there was any ongoing
	12	Q As you sit here now, do you know whether you	12		litigation between Windstream and Charter
	13	actually did speak with him in the field?	13		before you jumped into this discussion?
	14	A I spoke with maybe four, five people that	14 15	A	No. Did this person Mr. Perrich or the person
	15	day.	16	Q	Did this person, Mr. Parrish or the person who represented he was Mr. Parrish, disclose
	16 17	Q Okay. A Maybe.	17		to you that he was trying to secure evidence
	18	A Maybe. Q Did he say he was a Windstream customer or	18		regarding a lawsuit between Windstream and
	19	that he was or that you had spoken in the	19		Charter?
	20	field only?	20	Α	No.
	21	A That he was a Windstream customer.	21	Q	Did he ever explain to you, Mr. Parrish or
	22	Q Did he tell you where his address was?	22		the person who purports to be Mr. Parrish,
	23	A No.	23		why he thought it was appropriate for him to
	24	Q How long did this call with Mr. Parrish go	24		reach out to talk to you?
	25	on?	25	A	No.
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1	Q	Did he ever strike that.	1		lied to you, correct?
2		Did Mr. Parrish or the person purporting	2		MR. ROSS: So I'm going to
3		to be Mr. Parrish ever indicate to you that	3		object to that. It's assumes facts not in
4		he was recording your conversation?	4		evidence. It's argumentative.
5	A	No.	5	Q	You can go ahead and answer.
6	Q	Did Mr. Parrish or the person purporting to	6	A	Yes.
7		be Mr. Parrish ever indicate to you that he	7	Q	I want you to assume that Mr. Parrish for
8		was taking notes of your conversations?	8		purposes of my question was not in Ohio that
9	A	No.	9		day.
10	Q	As you sit here today, do you know or have	10		If you assume that to be true, did
11		any belief on whether Mr. Parrish either	11		Mr. Parrish make any statements to you that
12		recorded you or took notes of your	12		would be a lie?
13		conversation?	13		MR. ROSS: So I'm going to
14	A	No.	14		object to that. It's argumentative, assumes
15	Q	You have no idea?	15		facts not in evidence, and is asking for a
16 17	A	No. Am I correct you have no idee?	16	0	hypothetical question to a nonexpert witness. Go ahead.
18	Q A	Am I correct you have no idea? I have no idea.	17 18	Q A	Go anead. I don't understand.
19	Q	What did Mr. Parrish say how he got your name	19	Q	Sure. Let me repeat the question.
20	Ų	and business card?	20	Ų	You only knocked on doors in Ohio
21	A	He said that I spoke with him earlier that	21	Α	Yes.
22	А	day. And usually when I spoke to people I	22	Q	correct?
23		always give them my business card.	23	A	Uh-huh. Yes.
24	Q	If Mr. Parrish was not located in Ohio that	24	Q	The person who said he was Mr. Parrish either
25	×	day and he was, in fact, in another state, he	25	~	personally or purported to be Mr. Parrish,
		, , , ,			

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1	said that he had talked to you that day,	1	A	He said he was a person I talked to when I
2	correct?	2		was out knocking doors.
3	MR. ROSS: No. That	3	Q	Did he say he was a person that was out
4	misstates his testimony.	4		knocking doors that day?
5	MR. NEPPLE: No. Just make	5	A	Yes.
6	an objection, Counsel.	6	Q	If Mr. Parrish was not in Ohio on that day,
7	MR. ROSS: I just did.	7		the conversation he had with you, then he
8	Misstates his testimony.	8		lied to you, correct?
9	MR. NEPPLE: Then just say	9		MR. ROSS: Objection.
10	"form."	10		Argumentative, assumes a fact not in
11	MR. ROSS: No. No. I'm	11		evidence, and is asking for a hypothetical
12	required by law to tell you my objection so	12		from a witness who is not an expert.
13	you have the opportunity to correct it and	13	Q	Go ahead. You can answer.
14	can't later complain. You're misstating his	14	A	Yes.
15	testimony. That's going to be on the record.	15	Q	Did Charter at any time ever provide you with
16	Now go ahead, Michael.	16		any talking points or notes or any written
17	MR. NEPPLE: Well, thank	17		communication regarding Windstream's
18	you.	18		bankruptcy before you got in trouble with the
19 Q	Okay. What did the person who said he was	19		flyer set forth in Exhibit 7?
20	Mr. Parrish or Mr. Parrish say to you when he	20	A	No.
21	had a conversation with you?	21	Q	Why did you believe that the list of
22	MR. ROSS: So objection.	22		companies, other providers, in the Windstream
23	Asked and answered.	23		bankruptcy notice were helping Windstream
24	MR. NEPPLE: Okay.	24		out?
25 Q	·	25	A	Because I predicted that they were going out
	Page 75			Page 76
1	of business and that those companies was	1	A	That I don't work for the company so I didn't
2	going to help out with Windstream's	2		have an answer for him on whether or not he
3	customers.	3		was going to lose his service or not.
4	Q And why do you believe they were going to	4	Q	Do you know who a Lewis Langston is?
5	help out with Windstream customers?	5	A	No.
6	A Because they were filing for bankruptcy.	6	Q	Have you ever had any conversations with a
7	Q And what was your belief what at the time	7		person named Lewis Langston or a person who
8	of Exhibit 7, what was your belief of what	8		purports to be Lewis Langston?
9	"filing for bankruptcy" meant?	9	A	No.
10	A That they were going out of business.	10		
11	Q Did you tell Mr. Parrish in this phone call	11		(Walker Exhibit 19 was marked.)
12	that they were definitely going out of	12		
13	business?	13	Q	Mr. Walker, I've shown you what the court
14	A No.	14		reporter has marked as Exhibit 19 for
15	Q What did you say? What exact words can you	15		identification. I'll ask you to read that
16	recall as you sit here right now?	16		carefully from start to finish and then I'm
17	MR. ROSS: I'm going to	17		going to ask you some questions.
18	object. His prior testimony speak for	18	A	Okay.
19	itself. He's already been asked this	19	Q	Take a look at paragraph 6, please. Do you
20	question.	20		have that in front of you?
21	Q Go ahead.	21	A	Yes.
22	A I told him I don't know, that he could maybe	22	Q	The last sentence in that states,
23	lose his service in a month or two or maybe	23		"Mr. Walker's supervisor's name is John
24	years, that he will have to call Windstream.	24		Aaron."
25	Q And what did you base this prediction on?	25		Do you see that?

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1	A		1		disconnected if he was a Windstream
2	C		2		customer."
3	A		3		Is that statement accurate in your view?
4	Ç		4	A	No.
5	A	• •	5	Q	What's inaccurate in that statement in your
6	Ç		6	×	view?
7	A		7	A	I didn't say, yes, that his service will be
8	Ç	Okay. Let's look at paragraph 5. I'm going	8		disconnected in a few months.
9		to walk you through that sentence by	9	Q	Okay. So the next sentence, "He responded
10		sentence.	10		that 'yes' his services would be disconnected
11		First sentence, "Immediately upon	11		in a few months."
12		receiving copies of the flyers, Mr. Parrish	12		Is that statement accurate in your view?
13		called Mr. Walker at the phone number listed	13	A	
14		on his business card."	14	Q	What's inaccurate about that statement?
15		Did you get a call from someone	15	A	I never said "yes." I didn't say "yes."
16		purporting to be Mr. Parrish or identifying	16	Q	Next sentence, "Mr. Walker then stated that
17		himself as Mr. Parrish?	17		Windstream had provided Spectrum with a list
18	Α	No. Well, at the beginning no. At the end	18		of Windstream's customers so that Spectrum
19		of the call he told me.	19		could set up services to make it easier for
20	Ç	I understand. I thought you were confused.	20		Windstream's customers when Windstream went
21		At some point during the call he	21		out of business."
22		identified himself as a Mr. Parrish, correct?	22		Is that sentence accurate?
23	Α	Yes.	23	A	No.
24	Ç	The next sentence, "Mr. Parrish asked	24	Q	What list of customers that had been provided
25		Mr. Walker if his services would be	25		to you were you trying to reference in talks
		Page 79			Page 80
1 2	A	with Mr. Parrish?	1 2	Q	Okay. And then the next sentence,
1 2 3	A	with Mr. Parrish? The list of customers I mean the list of	2	Q	Okay. And then the next sentence, "Mr. Walker again stated that services with
2	A	with Mr. Parrish? The list of customers I mean the list of addresses that we get for our assigned turf.	2 3	Q	Okay. And then the next sentence, "Mr. Walker again stated that services with Windstream would definitely be disconnected
2 3		with Mr. Parrish? The list of customers I mean the list of	2 3 4	Q	Okay. And then the next sentence, "Mr. Walker again stated that services with Windstream would definitely be disconnected in the near future and that '[t]hey are going
2 3 4	Q	with Mr. Parrish? The list of customers I mean the list of addresses that we get for our assigned turf. And that list came from Charter? Yes.	2 3 4 5	Q	Okay. And then the next sentence, "Mr. Walker again stated that services with Windstream would definitely be disconnected in the near future and that '[t]hey are going out of business."
2 3 4	Q	with Mr. Parrish? The list of customers I mean the list of addresses that we get for our assigned turf. And that list came from Charter?	2 3 4	Q	Okay. And then the next sentence, "Mr. Walker again stated that services with Windstream would definitely be disconnected in the near future and that '[t]hey are going out of business." Did you say that? Did you say they're
2 3 4 5 6	Q	with Mr. Parrish? The list of customers I mean the list of addresses that we get for our assigned turf. And that list came from Charter? Yes. Okay. The next sentence, "Mr. Parrish	2 3 4 5 6	Q	Okay. And then the next sentence, "Mr. Walker again stated that services with Windstream would definitely be disconnected in the near future and that '[t]hey are going out of business." Did you say that? Did you say they're definitely going out of business?
2 3 4 5 6 7	Q	with Mr. Parrish? The list of customers I mean the list of addresses that we get for our assigned turf. And that list came from Charter? Yes. Okay. The next sentence, "Mr. Parrish responded that Windstream had said that it is	2 3 4 5 6 7		Okay. And then the next sentence, "Mr. Walker again stated that services with Windstream would definitely be disconnected in the near future and that '[t]hey are going out of business." Did you say that? Did you say they're definitely going out of business? No. I predicted that they were going out of
2 3 4 5 6 7 8	Q	with Mr. Parrish? The list of customers I mean the list of addresses that we get for our assigned turf. And that list came from Charter? Yes. Okay. The next sentence, "Mr. Parrish responded that Windstream had said that it is continuing service."	2 3 4 5 6 7 8		Okay. And then the next sentence, "Mr. Walker again stated that services with Windstream would definitely be disconnected in the near future and that '[t]hey are going out of business." Did you say that? Did you say they're definitely going out of business? No. I predicted that they were going out of business.
2 3 4 5 6 7 8 9	Q	with Mr. Parrish? The list of customers I mean the list of addresses that we get for our assigned turf. And that list came from Charter? Yes. Okay. The next sentence, "Mr. Parrish responded that Windstream had said that it is continuing service." Did Mr. Parrish or the person purporting to be Mr. Parrish say this?	2 3 4 5 6 7 8	A	Okay. And then the next sentence, "Mr. Walker again stated that services with Windstream would definitely be disconnected in the near future and that '[t]hey are going out of business." Did you say that? Did you say they're definitely going out of business? No. I predicted that they were going out of business.
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	253 Pg 22	01 23		
	Page 81			Page 82
1	to upgrade their network and just never	1		day?
2	finished, hence why they went to bankruptcy.	2	A	No.
3	MR. NEPPLE: I think I'm	3	Q	Okay. Had it gone up or gone down?
4	close. I'll take five minutes to go over my	4	A	Well, after today? Or today?
5	notes. Can we go off the record, please?	5	Q	Let's try again.
6	THE VIDEOGRAPHER: Off the record.	6		The position that you hold today you
7	The time is 12:05.	7		started when?
8	(Recess taken.)	8	A	In November.
9	THE VIDEOGRAPHER: We're back on	9	Q	Of this year?
10	the record. The time is 12:09.	10	A	Yes.
11	BY MR. NEPPLE:	11	Q	Okay. The position
12	Q Mr. Walker, just a couple of last minute	12	A	No. November of 2018.
13	cleanup questions here.	13	Q	Okay. From November of 2018 to April of
14	I think you testified earlier when I was	14		2019, is it fair to say that you knocked on
15	asking you questions that you knock on 30 to	15		about 30, 40 doors a day each business day;
16	40 doors a day, correct?	16		is that a fair statement?
17	A Yes.	17	A	No.
18	Q How long had you been doing that at the time	18	Q	What would be a fair statement of the number
19	this incident occurred in April of 2019?	19		of doors you knocked on each business day?
20	A Before the incident or after the incident?	20	A	15 to 20.
21	Q Your current position. When did you start in	21	Q	Okay. And as you sit here today, are you
22	your current position?	22	`	aware of anyone at Charter who handed out the
23	A In November.	23		exhibit reflected in Exhibit 7 strike
24	Q From November to say April of 2019, is that	24		that.
25	pretty consistent, that number of 30 to 40 a	25		As you sit here today, are you aware of
	Page 83			Page 84
	anyone at Charter who handed out the	1	Q	So I want you to think very carefully about
	advertising reflected in Exhibit 7 other than	2		these questions I want to ask you.
	3 you?	3		You got a call from Mr. Parrish, right?
	4 A No.	4	A	
	5 Q I am correct?	5	Q	At the start of the call he said he was a
	6 A Yes.	6		Windstream customer, correct?
	7 Q Did anyone at Charter ask you or tell you or	7	A	Yes.
	8 instruct you or imply to you that you should	8	Q	From that you assumed that you must have
	9 hand out the advertisement reflected in	9		talked to him, right?
	10 Exhibit 7?	10	A	Yes.
	11 A No.	11		MR. NEPPLE: Object to form.
				-
	12 MR. NEPPLE: I don't have	12	Q	Now, he also said he received had gotten
	12 MR. NEPPLE: I don't have 13 any further questions.	13		Now, he also said he received had gotten ahold of your business card, right?
		13 14	Q A	Now, he also said he received had gotten ahold of your business card, right? Yes.
	any further questions.	13 14 15		Now, he also said he received had gotten ahold of your business card, right? Yes. And then he started talking to you about the
	any further questions.MR. ROSS: So I've got a	13 14 15 16	A	Now, he also said he received had gotten ahold of your business card, right? Yes. And then he started talking to you about the bankruptcy situation at Windstream; isn't
	 any further questions. MR. ROSS: So I've got a few questions by way of redirect. 	13 14 15 16 17	A	Now, he also said he received had gotten ahold of your business card, right? Yes. And then he started talking to you about the bankruptcy situation at Windstream; isn't that right?
	any further questions. MR. ROSS: So I've got a few questions by way of redirect.	13 14 15 16 17 18	A	Now, he also said he received had gotten ahold of your business card, right? Yes. And then he started talking to you about the bankruptcy situation at Windstream; isn't that right? Not right away.
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Debtor

Defendants' Designations and Counter Designations
Debtor Counter Designations

	201 192	01 00	
	Page 1		Page 2
	- Peter Maguire -	1	- Peter Maguire -
	UNITED STATES BANKRUPTCY COURT	2	APPEARANCES
	SOUTHERN DISTRICT OF NEW YORK	3	KATTEN MUCHIN ROSENMAN, LLP
	X	4	Attorneys for Debtors in Possession - Windstream
	In Re:)	5	2900 K Street NW
	WINDSTREAM HOLDINGS, INC., et al.,) Case No:	6	North Tower - Suite 200
	Debtors.) 19-22312(RDD)	7	Washington, D.C. 20007-5118
)	8	BY: MICHAEL JUSTUS, ESQ.
	WINDSTREAM HOLDINGS, INC., et al.,)		GRACE A. THOMPSON, ESQ. (NY Office)
	Plaintiffs,)	9	GRACE AT THOMASON, ESQ. (IVI Office)
	vs.)	10	MORRISON & FOERSTER, LLP
	CHARTER COMMUNICATIONS, INC., AND)	11	Attorneys for the Committee of Unsecured Debtors
	CHARTER COMMUNICATIONS OPERATING,	12	250 West 55th Street
	LLC,)	13	New York, New York 10019-9601
	Defendants.	14	
)		BY: JOCELYN E. GREER, ESQ.
	X	15	THOMOGON CODUDN LLD
	DATE: September 12, 2019	16	THOMPSON COBURN, LLP
	TIME: 9:44 a.m.	17	Attorneys for Defendants - Charter Communications
		18	U.S. Bank Plaza
	DEPOSITION OF RAPP WORLDWIDE, INC.,	19	St. Louis, Missouri 63101
	by PETER MAGUIRE, a 30(b)(6) Witness, held at the	20	BY: JOHN KINGSTON, ESQ.
	offices of Katten Muchin Rosenman, 575 Madison	21	
	Avenue, New York, New York, pursuant to Subpoena,	22	ALSO PRESENT:
	before Hope Menaker, a Shorthand Reporter and	23	Vincenzo Petulla - Videographer
	Notary Public of the State of New York.	24	
		25	
	Page 3		Page 4
1	- Peter Maguire -	1	- Peter Maguire -
2	THE VIDEOGRAPHER: This is the	2	behalf of the Defendants.
3	videotaped deposition of Peter Maguire in the	3	THE VIDEOGRAPHER: Will the court
4	matter of Windstream Holdings versus Charter	4	reporter please swear in the witness.
	Communications in the United States	5	PETER MAGUIRE, called as a witness,
5			· · · · · · · · · · · · · · · · · · ·
6	Bankruptcy Court, Southern District of New	6	having been duly sworn on September 12, 2019,
7	York. Case number 19-22312(RDD).	7	by a Notary Public, was examined and
8	This deposition is being held at	8	testified as follows:
9	Katten Muchin Rosenman LLP, on September	9	220 East 42nd Street
10	12th, 2019.	10	New York, New York 10017
	My name is Vincenzo Petulla from U.S.	11	(Business)
11	inty manie is + incomes i count from e.s.		` '
11 12	Legal Support and I am the video specialist.	12	`
	•	12 13	EXAMINATION BY MR. JUSTUS:
12	Legal Support and I am the video specialist. The court reporter today is Hope		
12 13	Legal Support and I am the video specialist. The court reporter today is Hope Menaker, also from U.S. Legal Support.	13	EXAMINATION BY MR. JUSTUS:
12 13 14	Legal Support and I am the video specialist. The court reporter today is Hope Menaker, also from U.S. Legal Support. We're going on the record at	13 14	EXAMINATION BY MR. JUSTUS: Q. Okay. Good morning. A. Good morning.
12 13 14 15 16	Legal Support and I am the video specialist. The court reporter today is Hope Menaker, also from U.S. Legal Support. We're going on the record at 9:44 a.m. Would counsel please state their	13 14 15 16	EXAMINATION BY MR. JUSTUS: Q. Okay. Good morning. A. Good morning. Q. Can you please state your full name
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2.1 Iof Charles Communications and Charles	
25 Communications Operating? 25 Mullane, M-U-L-L-A-N-E, and her job title is	
	\dashv
Page 7 Page 8	3
1 - Peter Maguire - 1 - Peter Maguire -	
2 senior account executive and she's the face of 2 RAPP?	
3 most of the day-to-day work that we do with 3 A. There is legal counsel available in	
4 Charter and she works across the different lines 4 RAPP, yes. I don't know if it's a department per	
5 of business that we we work with. 5 se. It depends on the definition of that.	
6 We also then have two project 6 Q. Okay.	
7 managers; Jimmy Lee and Shaley Chan, who are also 7 MR. JUSTUS: All right. Can we	
8 dedicated to the Charter business. 8 please mark this as Exhibit 1.	
9 Those would be the main client-facing 9 (Whereupon, RAPP Exhibit 1 was marked	
10 people. Beyond that, we have a team of designers, 10 at this time.)	
11 copywriters, et cetera, working in the background. 11 Q. You can go ahead and take a look	
12 Q. Understood. Thank you. 12 through Exhibit 1, but I'll represent to you that	
13 And I should ask, are you represented 13 is the subpoena package that was served on RAPP.	
 by counsel here today? A. I am not. Does that look familiar to you? A. I've seen this document. 	
15 A. I am not. 15 A. I've seen this document. 16 Q. Okay. Does RAPP have its own 16 Q. You understand it's a legal document	
17 in-house legal counsel; in other words, an 17 that relates to a case in Federal Bankruptcy Court	
18 employee of RAPP who is a lawyer and provides 18 between Windstream on the one hand and the Charter	
19 legal counsel for the business? 19 entities on the other hand?	
20 A. I can't say that I know the specific 20 A. I do understand that, yes.	
21 details of our legal counsel system. I know it's 21 Q. Okay. And just to streamline things,	
22 certainly there but whether the exact 22 there are two Charter entities that are defendants	
23 infrastructure of that I wouldn't be able to 23 in this case, Charter Communications, Inc. and	
24 answer. 24 Charter Communications Operating, LLC. I'll just	
25 Q. So there is a legal department within 25 refer to those and the Spectrum portion of the	

		of 35	
	Page 9		Page 10
1	- Peter Maguire -	1	- Peter Maguire -
2	business, just all as Charter. So I don't have to	2	Okay. So the subpoena package,
3	state all the entities all the time.	3	Exhibit 1, you understand that you were asked to
4	A. Understood.	4	provide some documents and then appear today for a
5	Q. Actually, I should ask, is RAPP an	5	deposition, right?
6	outside advertising agency for Charter?	6	A. Yes.
7	A. Yes.	7	Q. And earlier you provided me with a
8	Q. And what does that entail?	8	folder of documents and it's separated into three
9	A. So we have it entails many things.	9	piles.
10	But we are primarily engaged in supporting direct	10	A. Uh-huh.
11	marketing efforts for Charter Communications. By	11	Q. Is that right?
12	direct marketing efforts, I mean one-to-one	12	A. Yes.
13	targeted communications; be that e-mail, direct	13	Q. And those three piles in that folder,
14	mail. It's not about brand advertising on TV.	14	those relate to three separate projects that RAPP
15	It's targeted one-to-one communications.	15	has done for Charter?
16	Q. How long has RAPP served as an agency	16	A. Specific to Windstream.
17	for Charter?	17	Q. Specific to Windstream. Thank you.
18	A. Yeah. So our first project with	18	A. Yes.
19	Charter was in September 2016. It should be noted	19	MR. JUSTUS: John, I'll give one of
20	that previously we were working with Time Warner	20	these. We made four copies.
21	Cable which then became Charter Communications; it	21	MR. KINGSTON: Thank you very much.
22	was purchased by Charter Communications. But our	22	MR. JUSTUS: Those were the documents
23	first project specifically with Charter was in	23	provided pursuant to subpoena.
24	September 2016.	24	Q. So if you could turn to Page 4 of
		م د	
25	Q. Thank you. Page 11	25	Schedule A to the subpoena which is probably about Page 12
1	Page 11 - Peter Maguire -	1	Page 12
	Page 11 - Peter Maguire - the tenth page of the whole packet.	1 2	Page 12
1 2 3	Page 11 - Peter Maguire -	1 2 3	Page 12 - Peter Maguire - testify on all four of these topics today, right? A. I am, yes.
1 2 3 4	Page 11 - Peter Maguire - the tenth page of the whole packet. So you've got it? A. Uh-huh.	1 2 3 4	Page 12 - Peter Maguire - testify on all four of these topics today, right? A. I am, yes. Q. Okay. What did you do to prepare for
1 2 3	Page 11 - Peter Maguire - the tenth page of the whole packet. So you've got it? A. Uh-huh. Q. At the bottom of Page 4, you see	1 2 3	Page 12 - Peter Maguire - testify on all four of these topics today, right? A. I am, yes.
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1 2 3 4 5 6	Page 11 - Peter Maguire - the tenth page of the whole packet. So you've got it? A. Uh-huh. Q. At the bottom of Page 4, you see where it says, "Documents to be produced"? A. Yes.	1 2 3 4 5 6	Page 12 - Peter Maguire - testify on all four of these topics today, right? A. I am, yes. Q. Okay. What did you do to prepare for the deposition? A. To prepare, I re-familiarized myself with the work that we had done pertinent to
1 2 3 4 5 6 7 8	Page 11 - Peter Maguire - the tenth page of the whole packet. So you've got it? A. Uh-huh. Q. At the bottom of Page 4, you see where it says, "Documents to be produced"? A. Yes. Q. And there's two categories, one at	1 2 3 4 5 6 7 8	Page 12 - Peter Maguire - testify on all four of these topics today, right? A. I am, yes. Q. Okay. What did you do to prepare for the deposition? A. To prepare, I re-familiarized myself with the work that we had done pertinent to Windstream as it's been there has been a
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	Page 13		Page 14
1	- Peter Maguire -	1	- Peter Maguire -
2	management tool.	2	A. Correct.
3	So to answer your question, I also	3	Q. Okay. Did you personally you said
4	looked through Base Camp and any printed documents	4	you went back through e-mails, correct?
5	that we had pertinent to Windstream.	5	A. Yes.
6	Q. So you have when you say "printed	6	Q. Did you also personally go through
7	documents," are there files of printed documents	7	Base Camp to collect documents?
8	for Charter as a client or per project?	8	A. So, Erin, who I mentioned, who works
9	A. So there are there are project	9	on the team and was responsible for that specific
10	folders and which you will see some of the	10	project collected all of the documents from Base
11	copies of project materials with things like	11	Camp that I reviewed.
12	scored outs on it with client direction, et cetera	12	Q. Okay. And how about the printed
13	you'll see that in the documents we've	13	documents, who reviewed and collected those?
14	provide with score outs, and those can be seen	14	A. I reviewed those.
15	in the examples that I provided.	15	Q. Okay. Other than the documents that
16	Q. Are score outs handwritten notes	16	you brought with you and produced to us today, did
17	or	17	you review any other documents to prepare for the
18	A. They can be either. So in some cases	18	deposition today?
19	they're handwritten notes. If we receive a	19	A. No. Any documents that were provided
20	telephone call or an e-mail with direction, we	20	were the documents that I used to prepare. If
21	will sometimes score it out manually. Other times	21	there's any other documents, I would have provided
22	we use PDF functionality to annotate specific	22	if I had used them if if they were pertinent to
23	comments.	23	Windstream.
24	Q. Those would be comments or revisions	24	Q. Understood.
25	on draft creative?	25	Did you speak with anyone to prepare
	Page 15		D 16
	1490 13		Page 16
1		1	
1 2	- Peter Maguire -	1 2	- Peter Maguire -
2	- Peter Maguire - for the deposition?	2	- Peter Maguire - the case.
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Page 17 Page 18 - Peter Maguire -- Peter Maguire -2 documents to us today? 2 Did RAPP design that envelope? 3 3 Absolutely not. RAPP did design that envelope on 4 behalf of Charter. 4 Q. Did they ask you not to say anything 5 Q. Okay. Could you describe the role 5 specific at the deposition today? A. Absolutely not. 6 that RAPP played in designing the envelope? 7 7 A. Absolutely. So we received a brief Great, thank you. 8 8 Okay. So other than Allison and order request for Charter Communications to work 9 9 on what is called incremental mail. And by Jennifer at Charter and your own team that you 10 10 incremental mail, I mean there are planned direct mentioned previously, is there anyone else who you 11 spoke to to prepare for the deposition today? 11 mail drops that happen very regularly, but also 12 very regularly we receive a phone call or an 12 A. There is nobody else that I spoke to 13 e-mail to say there's an incremental need for 13 to prepare for the deposition. 14 something beyond business as usual. 14 Q. Okay. Thank you. 15 This was one of those cases where the 15 So going back to Exhibit 1, this big 16 client had requested -- had given us information 16 package. If you go to what's around Page 20, 17 and what we would call competitive information 17 which is also Page 9 at the bottom --18 around Windstream and asked us to create a direct 18 Uh-huh. 19 mail piece specifically to target Windstream 19 Q. -- of Windstream's Complaint in this 20 customers and encourage them to switch to Spectrum legal proceeding. 20 21 Charter. 21 A. Yes. 22 Q. Do you remember when it was when 22 Q. You see on Page 9, you'll see it says 23 Charter reached out to RAPP with that request that 23 Charter envelope at the top and it shows an 24 you're describing? 24 envelope design. 25 I do not recall the specific date. 25 A. Yes. Page 19 Page 20 - Peter Maguire -1 1 - Peter Maguire -2 Q. Okay. I think we have e-mails that 2 Q. Yes. 3 you gave us. We'll bring those up later. That's 3 What happened day-to-day as the two 4 fine. 4 companies worked together to design and create 5 5 these? A. Sure. Q. If you turn forward a couple of pages 6 Absolutely. So to reiterate a point 7 to what is 13 and 14 of the Complaint, 13 and 14 7 that I made earlier, the pace of work is 8 at the bottom. 13 at the top says, Charter 8 incredibly fast and in this specific case, 9 advertisement; 14 at the top says Charter 9 specifically, when I said incremental mail, 10 advertisement. 10 incremental equals shorthand for fast. So this 11 You see those? 11 project moved -- moved very quickly. 12 A. I do. 12 And normal course of process is a 13 Q. Did RAPP design those advertisements 13 mixture, there's two different ways generally that 14 or that one advertisements for Charter? 14 we would communicate about a project like this. 15 RAPP did design the advertisement on 15 We, one, would be we'd receive an e-mail with what we call a heads up and that will give us a line of 16 behalf of Charter. 16 17 Q. Is that one advertisement front and 17 sight that a project is coming and will probably 18 back? 18 need to happen quickly. 19 As indeed, and it's the advertisement 19 A. And the second way, specifically for 20 that went inside the envelope that you showed me 20 incremental mail, that we often brief discuss the 2.1 on the previous page. 21 requirements is by telephone. 2.2 22 Q. Okay. Can you just talk generally Okay. And in this specific case, 23 about the process of working with Charter to 23 this envelope and this advertisement, there were 24 design the envelope and this ad? 24 communications by e-mail and by telephone? 25 A. In general terms? 25 A. That is correct, both e-mail and

		01 00	
	Page 21		Page 22
	1 - Peter Maguire -	1	- Peter Maguire -
	2 telephone.	2	this later. If that were the case, the only
	3 Q. And that was an ongoing creative	3	difference would be in the speed. So I'm
	4 process with many e-mails back and forth between	4	Q. The Internet speed?
	5 chart and a RAPP and many telephone calls?	5	A. The Internet speed. That would have
	6 A. Yes, it was a very fluid and agile	6	been the only difference if there was an
	7 process.	7	additional version.
	8 Q. Okay. Do you remember the	8	Q. Fair enough.
	9 approximate length of the time period that all of	9	So throughout that fast-moving
	that played out from when RAPP was first asked to	10	creative process that you described
	work on this project until a final final creative	11	A. Yes.
	12 was delivered?	12	Q did RAPP provide clarity with a
	13 A. This would be approximate but my	13	number of different draft versions to look at and
	estimation would be somewhere in the two- to	14	then Charter eventually picked a final version?
	three-week region specific for this piece of	15	A. That is correct.
	16 communication.	16	Q. Okay. Do you recall how many
-	17 Q. Correct. Okay. Thank you.	17	versions of this particular advertisement RAPP
	18 Were there any other final versions	18	proposed to Charter?
	of this specific ad that RAPP created for chart?	19	A. I remember I recall that there was
	20 Is this the only final version of this ad that	20	at least three three outer envelopes. So by
	21 RAPP delivered to chart?	21	outer envelope, again, I mean the envelope on the
	22 A. The reason I'm hesitating is that	22	previous page.
	there are at time requirements for two different	23	Q. Uh-huh.
	24 what we call speed versions. It could it could	24	A. There were three different options
	be possible that there was a 100 mbps version of	25	for that for Charter to select from, and of the
	25 be possible that there was a 100 maps version of	23	for that for Charter to select from, and of the
	Page 23		Page 24
1	- Peter Maguire -	1	- Peter Maguire -
2	letters I believe there may have been two. And		
3	icticis i deneve there may have been two. This	2	A. The differences would have been both
	•	2 3	
4	most of the focus was on the outer envelope than the letter.		A. The differences would have been both copy, so the actual words that set up about above the advertisement, and design layout.
	most of the focus was on the outer envelope than	3	copy, so the actual words that set up about above
4	most of the focus was on the outer envelope than the letter. Q. Okay. So the three different	3 4	copy, so the actual words that set up about above the advertisement, and design layout. Q. Okay.
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4 5 6	most of the focus was on the outer envelope than the letter. Q. Okay. So the three different versions of the outer envelope A. Yes.	3 4 5 6	copy, so the actual words that set up about above the advertisement, and design layout. Q. Okay. A. From memory. I'm much clearer on the envelope but on the inside, that's from memory.
4 5 6 7	most of the focus was on the outer envelope than the letter. Q. Okay. So the three different versions of the outer envelope A. Yes.	3 4 5 6 7	copy, so the actual words that set up about above the advertisement, and design layout. Q. Okay. A. From memory. I'm much clearer on the envelope but on the inside, that's from memory.
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13 A. Correct. 14 Q. Okay. So Page 1 is the draft of the 15 front of that advertisement 16 A. Yup. 16 A. Yup. 17 Q Page 2 the back draft? 18 A. That's correct. 19 Q. Page 3 is the envelope; 4 and 5 were 20 not used. 21 The last page, that's not crossed out 22 but it says archive. Is that 23 A. It should have been crossed out. 24 Archive indicates it's not moving forward. 25 Q. Understood, okay. Page 27 Page 27 Page 28 1 - Peter Maguire - 2 Q. I don't remember you mentioning that 3 name. Is that someone on your team? 4 A. So, as I mentioned, there's an 5 extended team of designer and no longer works at RAPP. He is 13 the specific date. But to your earlier point, 14 you'll have the document that shows that. 15 Q. Okay. So we can revisit that. 16 That's fine. 17 MR. JUSTUS: Can we please mark this as Exhibit 3. (Whereupon, RAPP Exhibit 3 was marked at this time. 20 at this time. 21 Q. So this is an e-mail from Arquimedes 22 belacruz at RAPP 23 A. Uh-huh. 24 Q From March 14th, right? 25 A. Yes. Page 28 1 - Peter Maguire - 2 Q. I don't remember you mentioning that 3 name. Is that someone on your team? 4 A. So, as I mentioned, there's an 5 extended team of designer and Arquimedes Delacruz 6 is a designer and no longer works at RAPP. He is 13 the specific date. But to your alter would have already made a final decision of which version it wants to use? A. That is correct.
14 Q. Okay. So Page 1 is the draft of the 15 front of that advertisement 16 A. Yup. 17 Q Page 2 the back draft? 18 A. That's correct. 19 Q. Page 3 is the envelope; 4 and 5 were 20 not used. 21 The last page, that's not crossed out 22 but it says archive. Is that 23 A. It should have been crossed out. 24 Archive indicates it's not moving forward. 25 Q. Understood, okay. Page 27 Page 27 Page 28 1 - Peter Maguire - 2 Q. I don't remember you mentioning that 3 name. Is that someone on your team? 4 A. So, as I mentioned, there's an 5 extended team of designer and Arquimedes Delacruz 6 is a designer and no longer works at RAPP. He is 16 That's fine. 17 MR. JUSTUS: Can we please mark this as Exhibit 3. (Whereupon, RAPP Exhibit 3 was marked at this time. 20 So this is an e-mail from Arquimedes 21 Delacruz at RAPP 22 A. Uh-huh. 24 Q From March 14th, right? 25 A. Yes. Page 28 1 - Peter Maguire - 2 Q. I don't remember you mentioning that 3 name. Is that someone on your team? 4 A. So, as I mentioned, there's an 5 extended team of designer and Arquimedes Delacruz 6 is a designer and no longer works at RAPP. He is 1 would have the document that shows that. 15 Q. Okay. So we can revisit that. 16 That's fine. 17 MR. JUSTUS: Can we please mark this as Exhibit 3. (Whereupon, RAPP Exhibit 3 was marked at this time. 20 at this time. 21 Q. So this is an e-mail from Arquimedes 22 Delacruz at RAPP 23 A. Uh-huh. 24 Q From March 14th, right? 25 A. Yes.
15 front of that advertisement 16 A. Yup. 17 Q Page 2 the back draft? 18 A. That's correct. 19 Q. Page 3 is the envelope; 4 and 5 were 20 not used. 21 The last page, that's not crossed out 22 but it says archive. Is that 23 A. It should have been crossed out. 24 Archive indicates it's not moving forward. 25 Q. Understood, okay. Page 27 Page 27 Page 28 1 - Peter Maguire - 2 Q. I don't remember you mentioning that 3 name. Is that someone on your team? 4 A. So, as I mentioned, there's an 5 extended team of designer and Arquimedes Delacruz 6 is a designer and no longer works at RAPP. He is 15 Q. Okay. So we can revisit that. 16 That's fine. 17 MR. JUSTUS: Can we please mark this as Exhibit 3. 19 (Whereupon, RAPP Exhibit 3 was marked at this time. 20 at this time. 21 Q. So this is an e-mail from Arquimedes 22 Delacruz at RAPP 23 A. Uh-huh. 24 Q From March 14th, right? 25 A. Yes. Page 28 1 - Peter Maguire - 2 and the process between RAPP and the printer. 3 Q. So at this time Charter would have 4 A. So, as I mentioned, there's an 5 extended team of designer and Arquimedes Delacruz 6 is a designer and no longer works at RAPP. He is 6 A. That is correct.
16 A. Yup. 17 Q Page 2 the back draft? 18 A. That's correct. 19 Q. Page 3 is the envelope; 4 and 5 were 20 not used. 21 The last page, that's not crossed out 22 but it says archive. Is that 23 A. It should have been crossed out. 24 Archive indicates it's not moving forward. 25 Q. Understood, okay. Page 27 Page 27 Page 28 1 - Peter Maguire - 2 Q. I don't remember you mentioning that 3 name. Is that someone on your team? 4 A. So, as I mentioned, there's an 5 extended team of designer and Arquimedes Delacruz 6 is a designer and no longer works at RAPP. He is 16 That's fine. 17 MR. JUSTUS: Can we please mark this as Exhibit 3. 19 (Whereupon, RAPP Exhibit 3 was marked at this time. 20 at this time. 21 Q. So this is an e-mail from Arquimedes 22 Delacruz at RAPP 23 A. Uh-huh. 24 Q From March 14th, right? 25 A. Yes. Page 28 1 - Peter Maguire - 2 and the process between RAPP and the printer. 3 Q. So at this time Charter would have 4 A. So, as I mentioned, there's an 5 extended team of designer and Arquimedes Delacruz 6 is a designer and no longer works at RAPP. He is 16 That's fine. 17 MR. JUSTUS: Can we please mark this as Exhibit 3. 19 (Whereupon, RAPP Exhibit 3 was marked at this time. 21 Q. So this is an e-mail from Arquimedes 22 Delacruz at RAPP 23 A. Uh-huh. 24 Q From March 14th, right? 25 A. Yes.
17 Q Page 2 the back draft? 18 A. That's correct. 19 Q. Page 3 is the envelope; 4 and 5 were 20 not used. 21 The last page, that's not crossed out 22 but it says archive. Is that 23 A. It should have been crossed out. 24 Archive indicates it's not moving forward. 25 Q. Understood, okay. Page 27 Page 27 Page 28 1 - Peter Maguire - Q. I don't remember you mentioning that 3 name. Is that someone on your team? 4 A. So, as I mentioned, there's an 5 extended team of designer and Arquimedes Delacruz 6 is a designer and no longer works at RAPP. He is 6 (Whereupon, RAPP Exhibit 3 was marked 20 at this time. (Whereupon, RAPP Exhibit 3 was marked 21 Q. So this is an e-mail from Arquimedes 22 Delacruz at RAPP 23 A. Uh-huh. 24 Q From March 14th, right? 25 A. Yes. Page 28 1 - Peter Maguire - 2 Q. I don't remember you mentioning that 3 Q. So at this time Charter would have 4 A. So, as I mentioned, there's an 5 extended team of designer and Arquimedes Delacruz 6 is a designer and no longer works at RAPP. He is 6 A. That is correct.
18 A. That's correct. 19 Q. Page 3 is the envelope; 4 and 5 were 20 not used. 21 The last page, that's not crossed out 22 but it says archive. Is that 23 A. It should have been crossed out. 24 Archive indicates it's not moving forward. 25 Q. Understood, okay. 26 Page 27 Page 27 Page 28 1 - Peter Maguire - 2 Q. I don't remember you mentioning that 3 name. Is that someone on your team? 4 A. So, as I mentioned, there's an 5 extended team of designer and no longer works at RAPP. He is 6 is a designer and no longer works at RAPP. He is 1 9 (Whereupon, RAPP Exhibit 3 was marked 20 at this time. 21 Q. So this is an e-mail from Arquimedes 22 Delacruz at RAPP 23 A. Uh-huh. 24 Q From March 14th, right? 25 A. Yes. Page 28 1 - Peter Maguire - 2 and the process between RAPP and the printer. 3 Q. So at this time Charter would have 4 already made a final decision of which version it 5 wants to use? 6 A. That is correct.
19 Q. Page 3 is the envelope; 4 and 5 were 20 not used. 21 The last page, that's not crossed out 22 but it says archive. Is that 23 A. It should have been crossed out. 24 Archive indicates it's not moving forward. 25 Q. Understood, okay. Page 27 Page 28 1 - Peter Maguire - 2 Q. I don't remember you mentioning that 3 name. Is that someone on your team? 4 A. So, as I mentioned, there's an 5 extended team of designer and Arquimedes Delacruz 6 is a designer and no longer works at RAPP. He is 1 (Whereupon, RAPP Exhibit 3 was marked 20 at this time. 20 At this time. 21 Q. So this is an e-mail from Arquimedes 22 Delacruz at RAPP 23 A. Uh-huh. 24 Q From March 14th, right? 25 A. Yes. Page 28 1 - Peter Maguire - 2 and the process between RAPP and the printer. 3 Q. So at this time Charter would have 4 already made a final decision of which version it 5 wants to use? 6 A. That is correct.
20 not used. 21 The last page, that's not crossed out 22 but it says archive. Is that 23 A. It should have been crossed out. 24 Archive indicates it's not moving forward. 25 Q. Understood, okay. 26 Page 27 1 - Peter Maguire - 2 Q. I don't remember you mentioning that 3 name. Is that someone on your team? 4 A. So, as I mentioned, there's an 5 extended team of designer and Arquimedes Delacruz 6 is a designer and no longer works at RAPP. He is 20 at this time. 21 Q. So this is an e-mail from Arquimedes 22 Delacruz at RAPP 23 A. Uh-huh. 24 Q From March 14th, right? 25 A. Yes. Page 28 1 - Peter Maguire - 2 and the process between RAPP and the printer. 3 Q. So at this time Charter would have 4 already made a final decision of which version it 5 wants to use? 6 A. That is correct.
21 The last page, that's not crossed out 22 but it says archive. Is that 23 A. It should have been crossed out. 24 Archive indicates it's not moving forward. 25 Q. Understood, okay. 26 Page 27 Page 27 Page 28 1 - Peter Maguire - 2 Q. I don't remember you mentioning that 3 name. Is that someone on your team? 4 A. So, as I mentioned, there's an 5 extended team of designer and Arquimedes Delacruz 6 is a designer and no longer works at RAPP. He is 2 Delacruz at RAPP 2 A. Uh-huh. 2 Q From March 14th, right? 2 A. Yes. Page 28 1 - Peter Maguire - 2 and the process between RAPP and the printer. 3 Q. So at this time Charter would have 4 already made a final decision of which version it 5 wants to use? 6 A. That is correct.
22 but it says archive. Is that 23 A. It should have been crossed out. 24 Archive indicates it's not moving forward. 25 Q. Understood, okay. 26 Page 27 Page 28 A. Uh-huh. Page 28 Page 28 Page 28 Page 28 Page 28 Page 28 A. Yes.
A. It should have been crossed out. Archive indicates it's not moving forward. Q From March 14th, right? Q. Understood, okay. Page 27 Page 28 - Peter Maguire - Q. I don't remember you mentioning that name. Is that someone on your team? A. So, as I mentioned, there's an extended team of designer and Arquimedes Delacruz is a designer and no longer works at RAPP. He is A. Uh-huh. 24 Q From March 14th, right? A. Yes. Page 28 1 - Peter Maguire - and the process between RAPP and the printer. 3 Q. So at this time Charter would have 4 already made a final decision of which version it wants to use? A. That is correct.
24 Archive indicates it's not moving forward. 25 Q. Understood, okay. Page 27 Page 28 1 - Peter Maguire - 2 Q. I don't remember you mentioning that 3 name. Is that someone on your team? 4 A. So, as I mentioned, there's an 5 extended team of designer and Arquimedes Delacruz 6 is a designer and no longer works at RAPP. He is 2 Q From March 14th, right? A. Yes. Page 28 1 - Peter Maguire - 2 and the process between RAPP and the printer. 3 Q. So at this time Charter would have 4 already made a final decision of which version it 5 wants to use? 6 A. That is correct.
Page 27 Page 27 Page 28 1 - Peter Maguire - 2 Q. I don't remember you mentioning that 3 name. Is that someone on your team? 4 A. So, as I mentioned, there's an 5 extended team of designer and Arquimedes Delacruz 6 is a designer and no longer works at RAPP. He is Page 27 Page 28 1 - Peter Maguire - 2 and the process between RAPP and the printer. 3 Q. So at this time Charter would have 4 already made a final decision of which version it 5 wants to use? 6 A. That is correct.
Page 27 Page 28 1 - Peter Maguire - Q. I don't remember you mentioning that name. Is that someone on your team? A. So, as I mentioned, there's an extended team of designer and Arquimedes Delacruz is a designer and no longer works at RAPP. He is Page 28 1 - Peter Maguire - and the process between RAPP and the printer. Q. So at this time Charter would have already made a final decision of which version it wants to use? A. That is correct.
1 - Peter Maguire - 2 Q. I don't remember you mentioning that 3 name. Is that someone on your team? 4 A. So, as I mentioned, there's an 5 extended team of designer and Arquimedes Delacruz 6 is a designer and no longer works at RAPP. He is 1 - Peter Maguire - 2 and the process between RAPP and the printer. 3 Q. So at this time Charter would have 4 already made a final decision of which version it 5 wants to use? 6 A. That is correct.
1 - Peter Maguire - 2 Q. I don't remember you mentioning that 3 name. Is that someone on your team? 4 A. So, as I mentioned, there's an 5 extended team of designer and Arquimedes Delacruz 6 is a designer and no longer works at RAPP. He is 1 - Peter Maguire - 2 and the process between RAPP and the printer. 3 Q. So at this time Charter would have 4 already made a final decision of which version it 5 wants to use? 6 A. That is correct.
Q. I don't remember you mentioning that name. Is that someone on your team? A. So, as I mentioned, there's an extended team of designer and Arquimedes Delacruz is a designer and no longer works at RAPP. He is and the process between RAPP and the printer. Q. So at this time Charter would have already made a final decision of which version it wants to use? A. That is correct.
name. Is that someone on your team? 4 A. So, as I mentioned, there's an 5 extended team of designer and Arquimedes Delacruz 6 is a designer and no longer works at RAPP. He is 3 Q. So at this time Charter would have 4 already made a final decision of which version it 5 wants to use? 6 A. That is correct.
4 A. So, as I mentioned, there's an 4 already made a final decision of which version it 5 extended team of designer and Arquimedes Delacruz 5 wants to use? 6 is a designer and no longer works at RAPP. He is 6 A. That is correct.
5 extended team of designer and Arquimedes Delacruz 5 wants to use? 6 is a designer and no longer works at RAPP. He is 6 A. That is correct.
6 is a designer and no longer works at RAPP. He is 6 A. That is correct.
7 a designer was a designer. 7 Q. Okay.
8 Q. Okay. Is this e-mail sorry. 8 A. Now, I should clarify something on
9 Strike that. 9 that question.
10 Who is CharterTeam@QG.com? 10 Yes, they would have made a final
A. So that is what we call a 11 decision on the version they want to use, as
12 distribution list. So Charter@QDGraphic.com is 12 possible and it has happened before, that after
QD Graphics is called Graphic, QDAD graphic, who something goes to the printer, changes can be made
14 are responsible for printing. 14 during that process.
They're one of several vendors that 25 Q. Did that happen in this case?
16 Charter uses to print things and 16 A. I don't know because we are not privy
17 Charter@QDADgraphic.com is a distribution list 17 to that information, if changes are made after the
that goes to the whole team at QDAD. 18 release to the printer. That's the hand-off
19 Q. So what is Mr. Delacruz sending to 19 between RAPP and the printer.
20 the CharterTeam@QG with this e-mail? 20 Q. So if at that point Charter wanted to
A. This e-mail is what we call a final 21 make changes, they'd have to reach out to the
22 upload e-mail. So this is an e-mail that goes out 22 printer directly and they would not involve RAPP?
23 with final artwork and that would then be proofed 23 A. It's unlikely. The only reason they
24 and printed by the printer. 24 would involve RAPP is if there were significant
25 So this e-mail indicates a hand-off 25 creative changes that required a redesign.

Page 29 Page 30 1 - Peter Maguire -1 - Peter Maguire -2 If it were small text changes, RAPP 2 communication? 3 would not be involved at that stage. 3 Q. Specific to this ad and envelope, 4 4 Q. Would they normally -- would Charter yes. 5 normally tell RAPP if there was a change to the 5 A. It was less than ten. I can say that 6 copy within it? 6 with confidence. I don't know if I could say with 7 7 A. In normal conversations it would confidence that it was less than five, 'cause 8 8 normally come up. As I said earlier, we speak there are varying degrees to which changes are 9 several times day. So in the midst of everything 9 required, sometimes it's what we called a 10 happening, yes, it wouldn't be unusual for Allison 10 quick-fire round; with a very small change, shoot 11 or Jen to say we made a further change at the 11 it back over very quickly. Other rounds are more 12 12 significant creative changes. 13 Q. But in this case, Charter never told 13 Q. Okay. You said earlier that feedback 14 RAPP we made changes to the copy or made any 14 can come by e-mail or by phone? 15 changes to that? 15 A. Yes, correct. 16 A. I do not recall that happening, no. 16 Or in person, too? 17 Okay. So we talked earlier about the 17 Yes. Absolutely, if we happen to be 18 fluid creative process back and forth between RAPP 18 at Charter's offices on a day that we're scheduled 19 19 and Charter. to get feedback or a moment we're scheduled to get 20 Do you have any way of estimating the 20 feedback, often it can be delivered in person. 21 number of revisions -- rounds of revisions that 21 Q. Do you have regular meetings set up 22 went back and forth? Is it less than five or more 22 between RAPP and Charter, weekly meetings, et 23 than ten or is it many times a day throughout that 23 cetera? 24 two week period? Can you give me a sense of that? 24 A. It's not a fixed cadence. I don't 25 A. Specific to this Windstream 25 want the repeat myself, but it's very regular Page 31 Page 32 - Peter Maguire -1 1 - Peter Maguire mentioned earlier, are they normally involved in 2 2 contact; but no -- for that reason, there is no 3 fixed cadence as there is a need to chat several 3 those conversations with respect to this ad and 4 4 this envelope? times a day. Therefore, there's no need for a 5 5 every Tuesday at this time we chat. A. Yes. Yes. So Jennifer primarily. 6 Q. Understood. 6 Jennifer was the main point of contact and is 7 7 generally the main point of contact on all So when Charter was proposing 8 8 revisions to the drafts, would they contact you creative efforts for RAPP. 9 9 directly or would it be your team beneath you who Q. Is there any chat program that allows 10 Charter would contact? 10 Charter and RAPP to chat or instant message? A. It could be both. So often, and in A. There is not. So RAPP has one that 11 11 12 this specific case on the Windstream 12 it uses internally and Charter has one that it uses internally but they're not able to speak to 13 13 Communication, I was involved and -- in some of 14 14 the communications, but you will see in the each other. 15 documents provided that there's a mix. 15 Understood. 16 So sometimes it was directly with 16 Did Charter provide to RAPP any 17 Erin, who I mentioned on my team, other times it 17 information or documents for RAPP to reference 18 18 when it designed and created the envelope in this was directly with me. 19 The normal course of a project would 19 ad? 20 A. Yes, and let me explain. There's two 20 mean that I'm involved more at the start of the 21 project, at the higher strategic discussions. As 21 -- two parts to that. So there was one document, 22 22 a PowerPoint document that we were provided and the project moves in life cycle to execution, Erin 23 23 would be more involved. the -- it's in the documents that I gave you 24 Q. Okay. And from the Charter side of 24 today. That was what's called competitive 25 things, were Allison and Jennifer that you 25 intelligence and that was specific to Windstream

Page 33 Page 34 - Peter Maguire -1 - Peter Maguire -2 and some background information. That was 2 message was around a Chapter 11. And 3 3 provided to us by the small business team. So the specifically, around creating some uncertainty 4 around that. Nobody was clear on what the outcome 4 business-to-business group, specific to one of the 5 5 would be. other asks that we've not discussed yet. So we were provided that four-page 6 But the ask was to use -- to leverage 7 7 the message as a -- as a supporting point and document. We were also provided some information 8 8 on e-mail from Jennifer giving us information on encouraging people to switch to Charter. 9 9 MR. JUSTUS: Can we please mark this the nature of the ask. 10 10 Q. What do you mean by "the nature of as Exhibit 4. 11 the ask?" What types of information? 11 (Whereupon, RAPP Exhibit 4 was marked 12 12 A. Essentially what RAPP is being asked at this time.) MR. KINGSTON: Just for the record, 13 13 to do, what the key message for the communication 14 when I look back at this transcript so I 14 was, and what the objective of the piece was. 15 don't get lost, Exhibit 4 is a multipage Q. Okay. What was the key message that 15 16 document, the first page of which is an 16 you were asked to work on? 17 e-mail chain forwarding a Thursday, February 17 A. So primarily we were looking to 28, 2019, e-mail to Peter Maguire on 18 18 attract Windstream customers to switch to Spectrum 19 September 10 of 2019. 19 services. And the new information, if you will, 20 And then the balance of Exhibit 4 is was around Windstream having filed for Chapter 11. 20 21 a multipage -- what appears to be a 21 Q. Okay. That was the key message or PowerPoint presentation. 2.2 22 the objective? 23 Counsel, I apologize for stepping on 23 A. The objective -- I'm sorry, the 24 your examination. 24 objective was to attract new customers to switch 25 MR. JUSTUS: No problem. 25 to Windstream -- switch to Spectrum, and the key Page 35 Page 36 - Peter Maguire -1 - Peter Maguire -2 Q. So you provided this document here 2 Q. Okay. And the attachment, you said 3 today, right? 3 that's a PowerPoint presentation? 4 4 A. Yes. It was. 5 5 Is this the initial e-mail, this Okay. So why was Charter sending the 6 February 28 e-mail to you from Matt Bury at 6 PowerPoint to RAPP? Charter, is that the initial ask to work on this 7 As background information to inform 8 8 project from Charter? the creative execution. 9 9 A. It's the initial ask to work on it. And the next to the last page of the 10 So not the project we've been talking about, so 10 PowerPoint, do you see at the top it says; "Now is 11 not the outer envelope with the advertisement that 11 the time to move on from Windstream"? 12 you've already shown me. This was a different 12 A. project. But, yes, this was the initial ask or 13 13 Q. These are -- this was drafted by 14 e-mail with a supporting PowerPoint document. 14 Charter? 15 The initial ask for the envelope and 15 A. It was, yes. 16 advertisement, did that happen before this or 16 And this meant to be suggestions for 17 after this? "This" being February 28th e-mail. 17 RAPP on how to design this campaign, the creative A. If memory serves me right, I believe 18 18 for this campaign? 19 that that was the first ask that we received. So 19 A. Yes. As stated in the e-mail from 20 the outer envelope and advertisement ask would 2.0 Matthew. 21 have come after this. 21 Q. So once RAPP received these 22 2.2 So this was the first ask for any of suggestions, what did it do next? 23 the three projects relating to Windstream 23 So, the next step after receiving 2.4 bankruptcy; is that right? 24 this initial e-mail, we went -- we were provided 25 A. If I recall correctly, yes. 25 the flow chain but we went back to Matthew with

		01 00	
	Page 37		Page 38
1	- Peter Maguire -	1	- Peter Maguire -
2	some questions on the brief that was received.	2	in RAPP offices.
3	We went back and forth and aligned on	3	Q. Were you at that briefing?
4	a SOW, by that I mean aligned on scope of work;	4	A. I was.
5	by scope of work I mean agreed dollar amount to	5	Q. What was discussed at that briefing?
	carry out this work. And RAPP then briefed their	6	A. At that briefing we discussed the
	creative team. And based on the information	7	specific ask from the client, the details of the
8	received to come up with create a creative	8	e-mail, and we shared with the creative team the
	execution.	9	background PowerPoint document and specific
10	Q. For the statement of work is there	10	specification requirements for the piece that was
11	any written agreement?	11	being created.
12	A. In the document provided there was	12	By specification requirements I mean
13	the dollar amount was very low. It was somewhere	13	the channel that we were executing in was a sales
	in the region of 7- to \$8,000, but and it's in	14	flier on the B-to-B side business-to-business.
	the documentation provided.	15	We provide to the creative team details on
16	To clarify, that is specific to this	16	dimensions, sizing, et cetera.
17	ask; the outer envelope and flier was different.	17	Q. When you say you said sales flier;
18	Q. Understood.	18	is that right?
19	You said RAPP briefed its creative	19	A. Sales flier, yes.
20	team	20	Q. Is that intended for person-to-person
21	A. I did.	21	handouts, physically handing it to someone as
22	Q is that right?	22	opposed to mailing it in the mail?
23	Would that brief happen in person, by	23	A. That is correct.
24	e-mail, by phone?	24	Q. Okay. And you said it's for business
25	A. That briefing would happen in person	25	customers; Charter's business customers or
			,
	Page 39		Page 40
		_	
	1 - Peter Maguire -	1	- Peter Maguire -
	 Windstream's business customers? A. Exactly, specifically small business 	2	created different than what was suggested here in
	A. Exactly, specifically small business 4. customers.	3	this PowerPoint?
		4	A. I don't know the specific details but
_	 Q. Small business customers, okay. In the creative briefing was there 	5	what I mean by that is often we will suggest
	7 brainstorming of what copy to use and what the	6	grammar changes or positioning changes or
		7	hierarchy changes as part of the normal and
		8	standard creative process.
-	9 A. We the business leadership team	9	Q. Did RAPP include in any draft
	that I'm in do not take part in brainstorming.	10	creative for this project the words, "Now is the
	Our role is to brief the creative team with the information available and the creative teams will	11	time to move on from Windstream"?
		12	A. I would have to look back at the
		13	specifics. I would have to look.
	· ·	14	Q. Do you know if you provided that in
	follow direction pretty closely in terms of what	15	the set of documents?
	1.6 we provide back.	16	A. We provided multiple drafts of that
	Q. So when you were creating the sales	17	sales flier
	flier that this PowerPoint related to, did you	18	Q. Okay.
	follow the direction pretty closely that's	19	A so so you'll be
	provided here on the next to the last page?	20	Q. So we can look at those?
	A. We certainly used the direction as	21	A. Yes. There's a lot of headlines go
	stimulus. Some of the wording was suggested to be	22	back and forth so
	different but heavily influenced the work that we	23	Q. Did RAPP's team spend any time
. 2	24 created, yes.	24	discussing what Chapter 11 bankruptcy entails?
	Q. Okay. How was the wording that you	25	A. We had a high-level discussion about

Page 41 Page 42 1 - Peter Maguire -1 - Peter Maguire -2 2 A. I believe -- I believe an e-mail what it entails. But to be clear, the nature of 3 3 the relationship with Charter is that we follow there was a mention of creating uncertainty, yes. Q. What did RAPP understand that to 4 4 direction pretty closely. 5 5 mean; creating uncertainty around the bankruptcy? What directions was RAPP given with 6 respect to messaging around the Chapter 11 6 A. I believe we were trying to get the 7 7 attention of Windstream customers, inform them bankruptcy? 8 that Chapter 11 proceedings were underway, and 8 A. In this specific case the direction 9 is included in the PowerPoint. 9 encourage them to switch to Spectrum. 10 Q. Why would there be uncertainty from 10 Q. Nothing other than what's here on the 11 next to the last page of the PowerPoint? 11 the bankruptcy? 12 A. The -- I'm not a lawyer so I don't 12 A. There were additional phone calls 13 want to answer that specifically. As I said, the 13 that were -- we discussed positioning and 14 messaging. I don't recall the specific detail of 14 specific ask around sort of creating an 15 all the phone calls, but I do know there were 15 uncertainty and it was clear and that's what we 16 16 follow-up phones calls to discuss messaging. executed against. 17 Q. In those follow-up phone calls or 17 Q. How did you execute on that directive 18 from Charter? 18 discussions with Charter, did Charter specifically 19 19 say to use the word "uncertainty" in the A. I think you can see in the final 20 20 creative how that was executed which has been advertisement? 21 21 provided. A. I don't recall if that was a specific 22 22 Q. So RAPP felt that when it provided request. 23 23 the creative to Charter, it had met that objective Q. Do you know if any of the documents you gave us today refer to messaging or copy that 24 of creating uncertainty with the design of the 24 25 25 includes the word uncertainty? advertisement and the envelope? Page 44 Page 43 - Peter Maguire -1 - Peter Maguire -2 A. The specific objective was not to 2 you're calling to my attention to the fact that it 3 create uncertainty; that was a mood -- M-O-O-D 3 may be a word in advertising. Apologies, if so. 4 4 that we were trying to create around it. It I don't recall if I specifically have 5 5 wasn't a specific objective. I outlined the used the word mood with Charter. I have certainly 6 objective earlier for the piece. 6 used the word mood internally at RAPP. 7 Q. What do you mean by mood? Is that a 7 Q. Okay. Did you receive -- did RAPP 8 term of art that's in the advertising agency 8 receive a PowerPoint similar to this one for the 9 world? 9 other project relating to the advertisement and 10 A. I don't know if it's a term of art. 10 the envelope? 11 Art is in the eye of the beholder. 11 A. We did not. 12 I -- by create a mood, it's to 12 So just take a step back. One 13 communicate something in an implied fashion. 13 project is the sales flier --14 14 Q. A mood would not be an objective? Correct. 15 A. A mood is different from an 15 -- here. A second project is the 16 objective, in my opinion. 16 envelope and advertisement that we talked about 17 Q. So what -- the mood was to create 17 earlier? 18 uncertainty. What was the objective of this 18 A. Correct. piece? 19 19 Q. What is the third project? 20 A. To get Windstream customers to switch 20 The third project was also on the 2.1 to Spectrum. 21 business-to-business, B-to-B side and it was to 2.2 22 Understood. create an e-mail, and specifically with this 23 Does Charter ever use the word mood 23 messaging. That was the project that I was 24 or is that just how you're referring to it? 24 referring to that was managed via Base Camp, the A. We use it at RAPP. It may be --25 25 project management tool, and those documents have

	Page 45		Page 4
1	- Peter Maguire -	1	- Peter Maguire -
2	been provided.	2	Q. Understood.
3	Q. Okay. So the envelope and	3	So what did that involve? What did
4	advertisement was for residential?	4	they give you what did Charter give to RAPP
5	A. That is correct.	5	involving the Google campaign?
6	Q. The other two are for business?	6	A. So that was a campaign that RAPP had
7	A. That is correct. Small business.	7	worked on previously for Google Fiber. We were
8	Q. Both small business?	8	asked to as you can see in the e-mail chain, we
9	A. Correct.	9	were asked to use that campaign as a starting
10	Q. Okay. Did Charter provide to RAPP	10	point for the work we were to create for the
11	any templates to use in creating any of those	11	Windstream incremental mail.
12	three projects?	12	Q. What was the general theme of that
13	A. Templates meaning can you be more	13	Google campaign?
14	specific?	14	A. The Google campaign was a highly
15	Q. Sure.	15	competitive campaign to encourage Google Fiber
16	Did Charter provide RAPP with any	16	customers to switch from Google Fiber to Spectrum.
17	information or documents relating to a Charter	17	Q. Did that campaign specifically
18	campaign involving Google and ask you to use that	18	reference to Google stopping services to its
19	to inform your work	19	customers?
20	A. Yes	20	A. It did.
21	Q involving	21	Q. Okay. So what aspect from the Google
22	A that is created specific to the	22	company did RAPP use in the Windstream campaign
23	residential ask.	23	A. As I said, it was used as a creative
24	Q. The envelope	24	starting point in terms of the competitive
25	A. The envelope and the letter, yes.	25	approach both on the outer envelope and on the
1 2	Page 47 - Peter Maguire - inside of the piece, but the core messages,	1 2	Page 48 - Peter Maguire - to what we call printer color restrictions. So
3	reasons to believe, were different so that had to	3	the job had been specified with the printer to
4	be updated. And in the case of Google, there was	4	only use one color, meaning use of color was
5	no mention of Chapter 11 as that wasn't relevant.	5	impossible in the case of the Google mail.
	Q. Okay. So let's talk about the	6	Q. Okay. In the case of the
	Q. Okay. 50 let's talk about the		Q. Okay. In the case of the
6 7	envelope first. So RAPP designed an envelope for	7	
7	envelope first. So RAPP designed an envelope for Charter for use in that Google campaign?	7 8	advertisement created for the Google campaign
7 8	Charter for use in that Google campaign?	8	advertisement created for the Google campaign A. Yes.
7 8 9	Charter for use in that Google campaign? A. It did.	8 9	advertisement created for the Google campaign A. Yes. Q what elements were taken from or
7 8 9 10	Charter for use in that Google campaign? A. It did. Q. And what elements of that envelope	8 9 10	advertisement created for the Google campaign A. Yes. Q what elements were taken from or were an influence in the Windstream advertisement?
7 8 9 10 11	Charter for use in that Google campaign? A. It did. Q. And what elements of that envelope for the Google campaign were used or influenced	8 9 10 11	advertisement created for the Google campaign A. Yes. Q what elements were taken from or were an influence in the Windstream advertisement? A. The design construct was very
7 8 9 10 11	Charter for use in that Google campaign? A. It did. Q. And what elements of that envelope for the Google campaign were used or influenced the Windstream campaign envelope?	8 9 10 11 12	A. Yes. Q what elements were taken from or were an influence in the Windstream advertisement? A. The design construct was very similar. And by design construct, I mean the
7 8 9 10 11 12	Charter for use in that Google campaign? A. It did. Q. And what elements of that envelope for the Google campaign were used or influenced the Windstream campaign envelope? A. If I recall correctly, the copy	8 9 10 11 12 13	A. Yes. Q what elements were taken from or were an influence in the Windstream advertisement? A. The design construct was very similar. And by design construct, I mean the position of where everything is on the page.
7 8 9 10 11 12 13 14	Charter for use in that Google campaign? A. It did. Q. And what elements of that envelope for the Google campaign were used or influenced the Windstream campaign envelope? A. If I recall correctly, the copy construct, the copy the words on the envelope	8 9 10 11 12 13 14	advertisement created for the Google campaign A. Yes. Q what elements were taken from or were an influence in the Windstream advertisement? A. The design construct was very similar. And by design construct, I mean the position of where everything is on the page. So primary headline, body copy, offer
7 8 9 10 11 12 13 14	Charter for use in that Google campaign? A. It did. Q. And what elements of that envelope for the Google campaign were used or influenced the Windstream campaign envelope? A. If I recall correctly, the copy construct, the copy the words on the envelope was the same in terms of important information	8 9 10 11 12 13 14 15	A. Yes. Q what elements were taken from or were an influence in the Windstream advertisement? A. The design construct was very similar. And by design construct, I mean the position of where everything is on the page. So primary headline, body copy, offer at the bottom, and a similar construct on the back
7 8 9 10 11 12 13 14 15	Charter for use in that Google campaign? A. It did. Q. And what elements of that envelope for the Google campaign were used or influenced the Windstream campaign envelope? A. If I recall correctly, the copy construct, the copy the words on the envelope was the same in terms of important information for, if I recall correctly.	8 9 10 11 12 13 14 15	A. Yes. Q what elements were taken from or were an influence in the Windstream advertisement? A. The design construct was very similar. And by design construct, I mean the position of where everything is on the page. So primary headline, body copy, offer at the bottom, and a similar construct on the back of the letter.
7 8 9 10 11 12 13 14 15 16	Charter for use in that Google campaign? A. It did. Q. And what elements of that envelope for the Google campaign were used or influenced the Windstream campaign envelope? A. If I recall correctly, the copy construct, the copy the words on the envelope was the same in terms of important information for, if I recall correctly. Q. And you're referring to in the case	8 9 10 11 12 13 14 15 16	A. Yes. Q what elements were taken from or were an influence in the Windstream advertisement? A. The design construct was very similar. And by design construct, I mean the position of where everything is on the page. So primary headline, body copy, offer at the bottom, and a similar construct on the back of the letter. Q. The wording, "Goodbye Windstream,
7 8 9 10 11 12 13 14 15 16 17	Charter for use in that Google campaign? A. It did. Q. And what elements of that envelope for the Google campaign were used or influenced the Windstream campaign envelope? A. If I recall correctly, the copy construct, the copy the words on the envelope was the same in terms of important information for, if I recall correctly. Q. And you're referring to in the case of the Windstream envelope it says, "Important	8 9 10 11 12 13 14 15 16 17	A. Yes. Q what elements were taken from or were an influence in the Windstream advertisement? A. The design construct was very similar. And by design construct, I mean the position of where everything is on the page. So primary headline, body copy, offer at the bottom, and a similar construct on the back of the letter. Q. The wording, "Goodbye Windstream, hello Spectrum" in the Google campaign, did it
7 8 9 10 11 12 13 14 15 16 17 18	Charter for use in that Google campaign? A. It did. Q. And what elements of that envelope for the Google campaign were used or influenced the Windstream campaign envelope? A. If I recall correctly, the copy construct, the copy the words on the envelope was the same in terms of important information for, if I recall correctly. Q. And you're referring to in the case of the Windstream envelope it says, "Important information enclosed for Windstream customers"?	8 9 10 11 12 13 14 15 16 17 18	A. Yes. Q what elements were taken from or were an influence in the Windstream advertisement? A. The design construct was very similar. And by design construct, I mean the position of where everything is on the page. So primary headline, body copy, offer at the bottom, and a similar construct on the back of the letter. Q. The wording, "Goodbye Windstream, hello Spectrum" in the Google campaign, did it say, Goodbye Google, hello Spectrum, or something
7 8 9 10 11 12 13 14 15 16 17 18 19 20	Charter for use in that Google campaign? A. It did. Q. And what elements of that envelope for the Google campaign were used or influenced the Windstream campaign envelope? A. If I recall correctly, the copy construct, the copy the words on the envelope was the same in terms of important information for, if I recall correctly. Q. And you're referring to in the case of the Windstream envelope it says, "Important information enclosed for Windstream customers"? A. Exactly, yes.	8 9 10 11 12 13 14 15 16 17 18 19 20	A. Yes. Q what elements were taken from or were an influence in the Windstream advertisement? A. The design construct was very similar. And by design construct, I mean the position of where everything is on the page. So primary headline, body copy, offer at the bottom, and a similar construct on the back of the letter. Q. The wording, "Goodbye Windstream, hello Spectrum" in the Google campaign, did it say, Goodbye Google, hello Spectrum, or something similar to that?
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Charter for use in that Google campaign? A. It did. Q. And what elements of that envelope for the Google campaign were used or influenced the Windstream campaign envelope? A. If I recall correctly, the copy construct, the copy the words on the envelope was the same in terms of important information for, if I recall correctly. Q. And you're referring to in the case of the Windstream envelope it says, "Important information enclosed for Windstream customers"? A. Exactly, yes. Q. How about the design of the envelope,	8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. Yes. Q what elements were taken from or were an influence in the Windstream advertisement? A. The design construct was very similar. And by design construct, I mean the position of where everything is on the page. So primary headline, body copy, offer at the bottom, and a similar construct on the back of the letter. Q. The wording, "Goodbye Windstream, hello Spectrum" in the Google campaign, did it say, Goodbye Google, hello Spectrum, or something similar to that? A. If I'm honest, I don't recall
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Charter for use in that Google campaign? A. It did. Q. And what elements of that envelope for the Google campaign were used or influenced the Windstream campaign envelope? A. If I recall correctly, the copy construct, the copy the words on the envelope was the same in terms of important information for, if I recall correctly. Q. And you're referring to in the case of the Windstream envelope it says, "Important information enclosed for Windstream customers"? A. Exactly, yes. Q. How about the design of the envelope, specifically to the colors; were there colors on	8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. Yes. Q what elements were taken from or were an influence in the Windstream advertisement? A. The design construct was very similar. And by design construct, I mean the position of where everything is on the page. So primary headline, body copy, offer at the bottom, and a similar construct on the back of the letter. Q. The wording, "Goodbye Windstream, hello Spectrum" in the Google campaign, did it say, Goodbye Google, hello Spectrum, or something similar to that? A. If I'm honest, I don't recall specifically.
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Charter for use in that Google campaign? A. It did. Q. And what elements of that envelope for the Google campaign were used or influenced the Windstream campaign envelope? A. If I recall correctly, the copy construct, the copy the words on the envelope was the same in terms of important information for, if I recall correctly. Q. And you're referring to in the case of the Windstream envelope it says, "Important information enclosed for Windstream customers"? A. Exactly, yes. Q. How about the design of the envelope,	8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. Yes. Q what elements were taken from or were an influence in the Windstream advertisement? A. The design construct was very similar. And by design construct, I mean the position of where everything is on the page. So primary headline, body copy, offer at the bottom, and a similar construct on the back of the letter. Q. The wording, "Goodbye Windstream, hello Spectrum" in the Google campaign, did it say, Goodbye Google, hello Spectrum, or something similar to that? A. If I'm honest, I don't recall

	Page 49		Page 50
1	- Peter Maguire -	1	- Peter Maguire -
2	projects relating to Windstream for Charter?	2	Q. Feel free to flip through those
3	A. I do not recall us being provided	3	e-mails, please. I'll ask you some questions
4	with specific examples, but I do recall during a	4	about them.
5	telephone conversation with Jennifer that we	5	A. Sure.
6	together looked on the Windstream website, which	6	Q. Just let me know when you're done,
7	would be normal practice in a competitive campaign	7	take your time.
8	to look at the competitor's website, so I do	8	A. Sure.
9	recall doing that.	9	Q. Okay?
10	Q. What specifically were you looking at	10	A. Yes.
11	on the Windstream website?	11	Q. Starting all the way at the back, the
12	A. We were looking at the messaging that	12	first e-mail dated February 28, from Jennifer
13	they led with and the general look and feel and	13	Smith to yourself and Erin Mullane is it
14	tone of the website.	14	Mullane or Mullany?
15	Q. What do you mean by "look and feel"	15	A. Mullane.
16	of the website?	16	Q. Some others are copied as well?
17	A. How it looks.	17	A. Uh-huh.
18	Q. Does that include colors?	18	Q. Under the section of that e-mail that
19	A. It does.	19	says message.
20	Q. Okay.	20	A. Uh-hum.
21	MR. JUSTUS: I think we're at Exhibit	21	Q. It says, "Tone to be consistent with
22	5. Could you please mark this as Exhibit 5,	22	Google but we cannot say things like abandoned or
23	please.	23	going away."
24	(Whereupon, RAPP Exhibit 5 was marked	24	A. Yes.
25	at this time.)	25	Q. What did that mean?
	Page 51		Page 52
1	Page 51 - Peter Maguire -	1	Page 52 - Peter Maguire -
1 2		1 2	
	- Peter Maguire -		- Peter Maguire -
2	- Peter Maguire - A. That was referring to the fact that	2	- Peter Maguire - Q. I'm looking at the Monday, March 4th
2 3	- Peter Maguire - A. That was referring to the fact that in the case of the Google mail, we were talking	2 3	- Peter Maguire - Q. I'm looking at the Monday, March 4th e-mail at 12:26 p.m.
2 3 4 5 6	- Peter Maguire - A. That was referring to the fact that in the case of the Google mail, we were talking about Google coming out of a market, a late thing to come out of a market which was a different circumstance than Windstream. Therefore, we	2 3 4	- Peter Maguire - Q. I'm looking at the Monday, March 4th e-mail at 12:26 p.m. Do you see that?
2 3 4 5	- Peter Maguire - A. That was referring to the fact that in the case of the Google mail, we were talking about Google coming out of a market, a late thing to come out of a market which was a different circumstance than Windstream. Therefore, we couldn't say the same thing as it was different	2 3 4 5	- Peter Maguire - Q. I'm looking at the Monday, March 4th e-mail at 12:26 p.m. Do you see that? A. I do.
2 3 4 5 6 7 8	- Peter Maguire - A. That was referring to the fact that in the case of the Google mail, we were talking about Google coming out of a market, a late thing to come out of a market which was a different circumstance than Windstream. Therefore, we couldn't say the same thing as it was different circumstances, different messaging.	2 3 4 5 6 7 8	- Peter Maguire - Q. I'm looking at the Monday, March 4th e-mail at 12:26 p.m. Do you see that? A. I do. Q. Okay. Apologies. The e-mail below that, March there's just a small header there, March 4th at 12:15.
2 3 4 5 6 7	- Peter Maguire - A. That was referring to the fact that in the case of the Google mail, we were talking about Google coming out of a market, a late thing to come out of a market which was a different circumstance than Windstream. Therefore, we couldn't say the same thing as it was different	2 3 4 5 6 7	- Peter Maguire - Q. I'm looking at the Monday, March 4th e-mail at 12:26 p.m. Do you see that? A. I do. Q. Okay. Apologies. The e-mail below that, March there's just a small header there, March 4th at 12:15. A. Yes.
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2 3 4 5 6 7 8 9 10	- Peter Maguire - A. That was referring to the fact that in the case of the Google mail, we were talking about Google coming out of a market, a late thing to come out of a market which was a different circumstance than Windstream. Therefore, we couldn't say the same thing as it was different circumstances, different messaging. Q. How were the circumstances and messaging different with Windstream? A. So, the I mean, it's outlined	2 3 4 5 6 7 8 9 10	- Peter Maguire - Q. I'm looking at the Monday, March 4th e-mail at 12:26 p.m. Do you see that? A. I do. Q. Okay. Apologies. The e-mail below that, March there's just a small header there, March 4th at 12:15. A. Yes. Q. That's an e-mail it says that you wrote; is that right?
2 3 4 5 6 7 8 9 10 11 12	- Peter Maguire - A. That was referring to the fact that in the case of the Google mail, we were talking about Google coming out of a market, a late thing to come out of a market which was a different circumstance than Windstream. Therefore, we couldn't say the same thing as it was different circumstances, different messaging. Q. How were the circumstances and messaging different with Windstream? A. So, the I mean, it's outlined here. The messaging for Windstream was focused on	2 3 4 5 6 7 8 9 10 11 12	- Peter Maguire - Q. I'm looking at the Monday, March 4th e-mail at 12:26 p.m. Do you see that? A. I do. Q. Okay. Apologies. The e-mail below that, March there's just a small header there, March 4th at 12:15. A. Yes. Q. That's an e-mail it says that you wrote; is that right? A. That's correct.
2 3 4 5 6 7 8 9 10 11 12 13	- Peter Maguire - A. That was referring to the fact that in the case of the Google mail, we were talking about Google coming out of a market, a late thing to come out of a market which was a different circumstance than Windstream. Therefore, we couldn't say the same thing as it was different circumstances, different messaging. Q. How were the circumstances and messaging different with Windstream? A. So, the I mean, it's outlined here. The messaging for Windstream was focused on getting Windstream customers to switch to	2 3 4 5 6 7 8 9 10 11 12 13	- Peter Maguire - Q. I'm looking at the Monday, March 4th e-mail at 12:26 p.m. Do you see that? A. I do. Q. Okay. Apologies. The e-mail below that, March there's just a small header there, March 4th at 12:15. A. Yes. Q. That's an e-mail it says that you wrote; is that right? A. That's correct. Q. Okay. And you said in that e-mail,
2 3 4 5 6 7 8 9 10 11 12 13 14	- Peter Maguire - A. That was referring to the fact that in the case of the Google mail, we were talking about Google coming out of a market, a late thing to come out of a market which was a different circumstance than Windstream. Therefore, we couldn't say the same thing as it was different circumstances, different messaging. Q. How were the circumstances and messaging different with Windstream? A. So, the I mean, it's outlined here. The messaging for Windstream was focused on getting Windstream customers to switch to Spectrum, and mentioning that they've declared	2 3 4 5 6 7 8 9 10 11 12 13 14	- Peter Maguire - Q. I'm looking at the Monday, March 4th e-mail at 12:26 p.m. Do you see that? A. I do. Q. Okay. Apologies. The e-mail below that, March there's just a small header there, March 4th at 12:15. A. Yes. Q. That's an e-mail it says that you wrote; is that right? A. That's correct. Q. Okay. And you said in that e-mail, "We'll base the creative very closely on Google in
2 3 4 5 6 7 8 9 10 11 12 13 14	- Peter Maguire - A. That was referring to the fact that in the case of the Google mail, we were talking about Google coming out of a market, a late thing to come out of a market which was a different circumstance than Windstream. Therefore, we couldn't say the same thing as it was different circumstances, different messaging. Q. How were the circumstances and messaging different with Windstream? A. So, the I mean, it's outlined here. The messaging for Windstream was focused on getting Windstream customers to switch to Spectrum, and mentioning that they've declared bankruptcy, so now may be the time to switch to	2 3 4 5 6 7 8 9 10 11 12 13 14 15	- Peter Maguire - Q. I'm looking at the Monday, March 4th e-mail at 12:26 p.m. Do you see that? A. I do. Q. Okay. Apologies. The e-mail below that, March there's just a small header there, March 4th at 12:15. A. Yes. Q. That's an e-mail it says that you wrote; is that right? A. That's correct. Q. Okay. And you said in that e-mail, "We'll base the creative very closely on Google in terms of layout/tone but change the messaging as
2 3 4 5 6 7 8 9 10 11 12 13 14 15	- Peter Maguire - A. That was referring to the fact that in the case of the Google mail, we were talking about Google coming out of a market, a late thing to come out of a market which was a different circumstance than Windstream. Therefore, we couldn't say the same thing as it was different circumstances, different messaging. Q. How were the circumstances and messaging different with Windstream? A. So, the I mean, it's outlined here. The messaging for Windstream was focused on getting Windstream customers to switch to Spectrum, and mentioning that they've declared bankruptcy, so now may be the time to switch to Spectrum which is not the same message as Google.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	- Peter Maguire - Q. I'm looking at the Monday, March 4th e-mail at 12:26 p.m. Do you see that? A. I do. Q. Okay. Apologies. The e-mail below that, March there's just a small header there, March 4th at 12:15. A. Yes. Q. That's an e-mail it says that you wrote; is that right? A. That's correct. Q. Okay. And you said in that e-mail, "We'll base the creative very closely on Google in terms of layout/tone but change the messaging as needed (per your direction below)."
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	Page 53	01 35	Page 54
1	- Peter Maguire -	1	
2	discussed that would involve making the creative	2	- Peter Maguire - "We've leveraged the template creative look and
3	very closely based on Google?	3	feel from the Google Fiber incremental mailing
4	A. I don't believe so, no.	4	that released last week."
5	Q. Okay. If you flip to Charter 937 at	5	So the Google campaign had just
6	the bottom corner.	6	released recently, a week before this it sounds
7	A. Uh-huh.	7	like?
8	O. That looks like a March 4th e-mail	8	A. Yes.
9	from Erin Mullane?	9	Q. Okay. In the second bullet says,
10	A. Uh-huh.	10	"Messaging has been aligned per your notes below
11	O. And I believe that e-mail is Erin to	11	about Windstream filing for Chapter 11."
12	Jennifer Smith at Charter and others.	12	A. Yes.
13	So is that her sending a draft of the	13	O. So what did that mean? Was that the
14	creative to Charter?	14	mood of uncertainty that you've been talking
15	A. Yes. It says, "Please see attached."	15	about?
16	So, yes, that would be sending a draft of the	16	
17	creative.	17	A. That is referring to the notes that Jen provided here, that Jennifer provided on the
18	O. Was that the first time that	18	Thursday, February 28 e-mail. It's referring to
19	A. This indicates it was round one	19	aligning to the direction received in that e-mail.
20	creative, so the first draft.	20	
21	<i>'</i>	21	Q. How did RAPP ensure to align the messaging in the drafts to what Jennifer had
22	Q. Okay.A. The subject line says, "R1 creative"	22	
23	which would mean first draft.	23	proposed on that February 28 e-mail?
23		24	A. So creative is apparently very
25	Q. Interesting, okay.In the first bullet of that e-mail,	25	subjective matter. So the point of the rounds of reviewing the drafts is for RAPP to give their
23	in the first bullet of that e-man,	23	reviewing the traits is for KAFF to give their
	Page 55		Page 56
1	Page 55	1	Page 56
1 2		1 2	- Peter Maguire - Q. Okay. What does it mean that the
	- Peter Maguire -		- Peter Maguire -
2	- Peter Maguire - point of view owned how we've aligned to the	2	- Peter Maguire - Q. Okay. What does it mean that the
2 3	- Peter Maguire - point of view owned how we've aligned to the direction and the client will then in due course	2	- Peter Maguire - Q. Okay. What does it mean that the look and feel of the outer envelope has been
2 3 4	- Peter Maguire - point of view owned how we've aligned to the direction and the client will then in due course provide feedback and tell us if we have or haven't	2 3 4	- Peter Maguire - Q. Okay. What does it mean that the look and feel of the outer envelope has been aligned with the Windstream website and current
2 3 4 5	- Peter Maguire - point of view owned how we've aligned to the direction and the client will then in due course provide feedback and tell us if we have or haven't successfully aligned.	2 3 4 5	- Peter Maguire - Q. Okay. What does it mean that the look and feel of the outer envelope has been aligned with the Windstream website and current mail?
2 3 4 5 6	- Peter Maguire - point of view owned how we've aligned to the direction and the client will then in due course provide feedback and tell us if we have or haven't successfully aligned. Q. So at the point on March 4th when	2 3 4 5 6	- Peter Maguire - Q. Okay. What does it mean that the look and feel of the outer envelope has been aligned with the Windstream website and current mail? A. It means that the look and feel of
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Page 57 Page 58 - Peter Maguire -1 - Peter Maguire -2 they could without knowing the exact Pantones? 2 The objective, from discussions with 3 3 They took inspiration. I don't know Charter, was to grab attention from current 4 Windstream customers and make the outer envelope 4 if we can say they tried to make it as close as 5 5 pop as much as possible. possible. They certainly took inspiration from the Windstream website. 6 Therefore, one way to do that is to 7 7 Q. The team wasn't directed to make it attract attention using a pallet and a feel that 8 8 as close as possible? Windstream customers may be accustomed to. 9 Q. I think you said that one of the 9 A. No, but the team -- in fairness, the 10 other drafts of the outer envelope had a green 10 team were given the Windstream website and said, 11 please use this as inspiration for how we could 11 band on it? 12 A. It did. incorporate some color onto the OE to make it pop 12 Was that also a way to try to make it 13 13 and attract attention from Windstream customers. 14 pop, as you say? 14 Q. So if you go down two more bullets, 15 A. Exactly, yup; to grab attention. 15 it says, "We have tried to align the fonts as 16 There was a third option that had no 16 close as possible to the font on the website and 17 color, I think, of the image. 17 the DM.' 18 That doesn't sound like it would pop Q. 18 A. Uh-huh. 19 at all. 19 Q. So that is aligning the font on the 20 A. It doesn't; but one of the premises outer envelope as closely as possible to the font 20 of our relationship with Charter was to provide 21 21 Windstream uses? 2.2 ranges and options at all times for consideration. 2.2 A. That is correct. 23 It's easier to compare that way. Why did they do that? Why did the 23 24 Q. Obviously Charter eventually selected 24 designers align the font as closely as possible to 25 the option that had that color gradient band on 25 Windstream font? Page 60 Page 59 - Peter Maguire -1 - Peter Maguire it? 2 A. So if you remember the direction was 3 A. They did. 3 to closely align with the work that we had done on Did Charter specify to RAPP why they 4 4 Google Fiber. This was a very similar approach to chose that option? 5 the work done on Google Fiber; therefore, we were 6 To overuse the word, they said it 6 following that direction. 7 felt it popped the most and was the most attention 7 Q. On the Google Fiber campaign, did 8 grabbing 8 RAPP propose the wording at that time or was that 9 Q. Did they specify why they thought it 9 wording proposed to RAPP by Charter? 10 would be attention grabbing --10 A. I do not recall specifically on the 11 They did not specify. I do not 11 Google Fiber copy. 12 recall them specifying why they thought it would 12 Q. If you go down another five or so be particularly attention grabbing. 13 13 bullets, it says, "CTA: Goodbye Windstream, hello Spectrum." 14 Q. If you go down a handful more 14 bullets, you'll see OE option 1 and OE option 2? 15 15 Is CTA, call to action? 16 Yes. 16 That's correct. 17 Q. Under OE option 1 it says, "Important 17 So again, did RAPP come up with that information if you are a Windstream customer." 18 18 wording or was that wording suggested by Charter? 19 19 A. I don't recall specifically. As I 20 Under OE option 2 it says, "Important said, there were telephone conversations; one in 20 21 information enclosed for Windstream customers." 21 which I remember looking at the website. We did 22 2.2 A. Yes discuss copy in that call. I can't remember if 23 Q. Did that wording come as a directive 23 that was a specific directive or if that was a 24 from Charter or did RAPP come up with that wording 24 RAPP suggestion. It could have been either. 25 25 Q. But it would have come on a phone

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1		1	
1	- Peter Maguire -	1	- Peter Maguire -
2	call, you think?	2	Q. You don't but does anyone on your
3	A. If it was direction from Charter, I	3 4	team, the more junior person who takes the notes,
4	believe that would have come in a phone call, yes.	1	et cetera?
5	Q. Do you normally take phone notes when	5	A. Maybe if it was a practice I had
6	you're having these phone calls with Charter?	6	instilled, she would; but to my knowledge, no, she
7	A. You may call them notes, you may call	7	doesn't.
8	them scribbles, but yes.	8	Q. You didn't specifically look for
9	Q. Okay. How about the others on your	9	phone notes when you were collecting documents to
10	team, as far as you know, do they typically take	10	produce to us?
11	notes down when they're talking to Charter about	11	A. No.
12	revisions to creative?	12	Q. Okay. Is it possible that there are
13	A. There is a convention that says that	13	some phone notes that still exist from those
14	the more junior person on the call would take	14	calls?
15	notes; therefore, if I was on the phone on my own	15	A. I don't believe it's possible because
16	with Charter, I would take notes. If I was on the	16	they happen it's a note pad that comes and goes
17	phone with Erin, Erin would take notes.	17	very quickly.
18	Q. Okay. And then the documents you	18	Q. They don't go in a file, a chrono
19	gave to us today, are any of those phone notes in	19	file or anything like that?
20	there?	20	A. They don't.
21	A. Phone notes are not something that we	21	Q. Do you recall if in the Google
22	would retain in the medium term. They're used,	22	campaign the outer envelope had Charter or
23	they remain, as I stated, more of a scribble for	23	Spectrum's name on it, the outer envelope?
24	what needs to be done right now and then move on.	24	A. I don't believe it did.
25	So I don't retain telephone notes of that nature.	25	Q. Okay.
	Page 63		Page 64
	1 - Peter Maguire -	1	- Peter Maguire -
	2 A. It did have as the Windstream one	2	MR. KINGSTON: No problem.
	did, it did have Charter's return address in the	3	Q. Did RAPP have any discussions with
	4 top left corner.	4	Charter about whether or not to include the
	5 Q. Okay. So that's St. Louis, Missouri	5	Charter or Spectrum name on the outer envelope?
	6 address	6	A. So, in this specific case the
	7 A. Yes.	7	direction was to follow what we did on Google
	8 Q that's Charter?	8	Fiber, and Google Fiber we didn't do it;
	9 A. Yes.	9	therefore, I don't believe it was a discussion
	10 Q. I thought they were in Stamford?	10	because we were following the model from Google
	11 A. The return address is a legal thing	11	Fiber.
	12 I'm not privy to, but we're given the specific	12	However, that is an approach that we
	13 return address to use.	13	have used several times across multiple clients is
	14 Q. Given to you by Charter.	14	called blind OEs, B-L-I-N-D, outer envelopes.
	15 A. Yes.	15	And what that means is that there's
	16 Q. You don't know if it's a Charter	16	no local, it's used across industry and across
	building at that address?	17	verticals.
	18 A. Yes. We're told that that's the	18	
	19 Charter return address to use.	19	` '
			company's name on the outer envelope, in this case
	20 Q. Okay.	20	Windstream?
	MR. JUSTUS: Everything okay, John?	21	A. No, that's not the case, no.
	MR. KINGSTON: It is. I didn't want	22	Q. When we talked earlier about aligning
	to be insidious.	23	the font as closely as possible to Windstream's
	MR. JUSTUS: Okay. Thanks, appreciate that.	24 25	font, does that include the font used on the outer envelope?

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1	- Peter Maguire -	1	- Peter Maguire -
2	A. Yes, it did. It was specifically	2	A. It may or may not attract the
3	talking about the font on the outer envelope.	3	attention of Windstream customers by being
4	Q. Okay. So that font was not also used	4	inspired by Windstream's colors.
5	on the advertisement inside?	5	Q. So you're saying Windstream customers
6	A. It was not.	6	would see similar colors to Windstream colors?
7	Q. All right, understood.	7	A. There may be a visual association
8	Did Charter ever request or direct	8	between the two, yes.
9	RAPP to make the outer envelope look like it was	9	Q. Was that the goal of the goal to
10	being sent by Windstream?	10	create a visual association between the two?
11	A. Those specific words were not used	11	A. The goal was not to do that
12	that I recall, no.	12	specifically. The goal was to attract attention
13	Q. Any similar words to the same effect?	13	of Windstream customers and make this pop in the
14	A. No. The conversation that we had	14	mail, so that they were more likely to open it.
15	that I recall was that in making outer envelope	15	Q. But the main reason it would attract
16	pop and attractive to Windstream customers making	16	Windstream customers because they're familiar with
17	it stand out in the mail. The biggest barrier in	17	those colors because Windstream uses those colors,
18	direct mail is getting people to open it.	18 19	right?
19	The discussions we had were around	20	A. It may or may not be that reason.
20	how can we make that outer envelope upon and stand	20	The main objective was to grab the attention. The metric of success around this piece relied on
21	out for Windstream to attract Windstream	22	•
22	customers.	23	getting Windstream customers' attention.
23	Q. Why would this color scheme on the	24	Q. How did you measure that metric? A. Call volume.
24	outer envelope attract the attention of Windstream	25	Q. Call volume to whom?
25	customers?		Q. Can volume to whom.
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1			5
	- Peter Maguire -	1	- Peter Magnire -
	- Peter Maguire - A. Charter.	1 2	- Peter Maguire - interrupt You have two minutes.
2 3	A. Charter.	2 3	interrupt. You have two minutes.
2	· ·	2	interrupt. You have two minutes. MR. JUSTUS: Do you want to just
2 3	A. Charter. So RAPP is not in any way responsible for measurement but the success of pieces is	2 3	interrupt. You have two minutes.
2 3 4	A. Charter. So RAPP is not in any way responsible	2 3 4	interrupt. You have two minutes. MR. JUSTUS: Do you want to just change now. That would be good, thanks.
2 3 4 5	A. Charter. So RAPP is not in any way responsible for measurement but the success of pieces is deemed on how many calls are received.	2 3 4 5	interrupt. You have two minutes. MR. JUSTUS: Do you want to just change now. That would be good, thanks. THE VIDEOGRAPHER: We're off the record at 10:55 a.m.
2 3 4 5 6	A. Charter. So RAPP is not in any way responsible for measurement but the success of pieces is deemed on how many calls are received. Q. So, people who receive this mail	2 3 4 5 6	interrupt. You have two minutes. MR. JUSTUS: Do you want to just change now. That would be good, thanks. THE VIDEOGRAPHER: We're off the record at 10:55 a.m. (Whereupon, there was a brief recess
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		01 35	
	Page 69		Page 70
1	- Peter Maguire -	1	- Peter Maguire -
2	Q. And it used a color scheme that was	2	A. We did not. We did not, no.
3	similar to Windstream's color scheme?	3	Q. Did RAPP have any discussions with
4	A. It was inspired by it, yes.	4	Charter about any legal concerns with the design
5	Q. Did that ever concern RAPP using all	5	of the envelope?
6	of those elements together that there may be some	6	A. We did not. We were following
7	legal concern?	7	direction closely that we'd received from Charter
8	A. There has been in the past the	8	Communications and executing against it. So no,
9	practice of a similar practice to this is not	9	we did not.
10	uncommon in the direct marketing space, so it	10	Q. So there were no discussions between
11	would not have been the first time that we used	11	RAPP and Charter about any legal issues with the
12	similar creative techniques. Therefore, there	12	design of the envelope, none?
13	were no specific concerns raised.	13	A. There were not.
14	And to reiterate, we followed	14	Q. By e-mail, none?
15	direction closely from Charter Communications and	15	A. About legal issues? Not that I
16	execute against what we were asked to do.	16	recall, no.
17	Q. Did RAPP seek legal counsel with	17	Q. How about concerns generally with
18	respect to the design of the envelope?	18	using font, colors, and name from Windstream on a
19	A. RAPP provided the designs through	19	blind OE?
20	Charter. If Charter Communications provides final	20	A. Part of the reason we provided a
21	solid sign off, then we will proceed.	21	range of options was to be able to have points of
22	Q. Is that a no?	22	reference and points of comparison. So there are
23	A. A no to what question specifically?	23	degrees to which creative execution can push in a
24	Q. Did RAPP seek legal counsel with	24	certain direction.
25	respect to the design of the envelope?	25	We wanted to provide a range that
	Page 71		Page 72
1 2	Page 71	1	- Peter Maguire -
2	Page 71 - Peter Maguire - some pushed further; some didn't push as hard in	2	- Peter Maguire - communications between Charter and RAPP about the
2 3	Page 71 - Peter Maguire - some pushed further; some didn't push as hard in terms of the objective for the piece.	2 3	- Peter Maguire - communications between Charter and RAPP about the design, et cetera. So you're required to be
2 3 4	Page 71 - Peter Maguire - some pushed further; some didn't push as hard in terms of the objective for the piece. Q. Were there any discussions about	2 3 4	- Peter Maguire - communications between Charter and RAPP about the design, et cetera. So you're required to be prepared for and answer those types of questions.
2 3 4 5	Page 71 - Peter Maguire - some pushed further; some didn't push as hard in terms of the objective for the piece. Q. Were there any discussions about I'm sorry, I don't think that answered my	2 3 4 5	- Peter Maguire - communications between Charter and RAPP about the design, et cetera. So you're required to be prepared for and answer those types of questions. So it sounds like you're answering
2 3 4 5 6	Page 71 - Peter Maguire - some pushed further; some didn't push as hard in terms of the objective for the piece. Q. Were there any discussions about I'm sorry, I don't think that answered my question.	2 3 4 5 6	- Peter Maguire - communications between Charter and RAPP about the design, et cetera. So you're required to be prepared for and answer those types of questions. So it sounds like you're answering some things just on your personal knowledge, as
2 3 4 5 6 7	Page 71 - Peter Maguire - some pushed further; some didn't push as hard in terms of the objective for the piece. Q. Were there any discussions about I'm sorry, I don't think that answered my question. A. Okay. Ask again, please.	2 3 4 5 6 7	- Peter Maguire - communications between Charter and RAPP about the design, et cetera. So you're required to be prepared for and answer those types of questions. So it sounds like you're answering some things just on your personal knowledge, as opposed to having prepared to answer some of these
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	D E2	01 33	D 74
	Page 73		Page 74
1	- Peter Maguire -	1	- Peter Maguire -
2	did we did say there's a lot of different	2	A. Uh-huh.
3	elements here; the elements that you just	3	Q. Did anyone at that brief say, I'm
4	mentioned. But again, we were following direction	4	concerned that we're using too many Windstream
5	closely from Charter which is essentially what	5	elements on this piece or something to that
6	we're paid to do. So we're paid to execute	6	effect?
7	against specific requests from Charter.	7	A. Nobody said that, no.
8	Q. So there was a concern that there	8	Q. Okay. So the discussion was, We're
9	were a lot of different elements; is that what	9	using a lot of different elements?
10	you're saying?	10	A. Yes.
11	A. There was a discussion around it and	11	Q. I don't understand why was that a
12	there was a discussion and a remark around it.	12	discussion. What is it a discussion of then?
13	I don't know if I would call it a concern. But	13	A. So the discussion sorry, if I'm
14	there was a discussion, yes.	14	not being clear. The discussion was, we give the
15	Q. What was the substance of the	15	creative team direction for different elements of
16	discussion?	16	direction. Direction point number one is leverage
17	A. The substance of the discussion was	17	the Google Fiber campaign as a starting point, as
18	there are a lot of different things happening here	18	we discussed.
19	and is this the best way to make it pop for	19	Number two, is we're looking at the
20	Windstream to grab attention from Windstream	20	Windstream website and taking inspiration from the
21	customers. And the resolution of that discussion	21	color scheme.
22	was it's important to provide a range of options	22	Number 3 is around the copy, and
23	so that we have points of comparison.	23	there was a discussion that said this is this
24	Q. Did anyone at that you said it was	24	is a bold approach. I think the word bold may
25	a brief?	25	have been used, which we discussed internally and
	Page 75		Page 76
1	Page 75	1	Page 76
1 2		1 2	
	- Peter Maguire -		- Peter Maguire -
2	- Peter Maguire - aligned on. And as I said, it's important to	2	- Peter Maguire - Q. And just to close the loop on that,
2	- Peter Maguire - aligned on. And as I said, it's important to provide a range of options to the Charter team so	2 3	- Peter Maguire - Q. And just to close the loop on that, during the discussion about it being a bold
2 3 4	- Peter Maguire - aligned on. And as I said, it's important to provide a range of options to the Charter team so that they can make the final selection.	2 3 4	- Peter Maguire - Q. And just to close the loop on that, during the discussion about it being a bold strategy, no one raised any concerns that it may
2 3 4 5	- Peter Maguire - aligned on. And as I said, it's important to provide a range of options to the Charter team so that they can make the final selection. Q. So what was the discussion around why	2 3 4 5	- Peter Maguire - Q. And just to close the loop on that, during the discussion about it being a bold strategy, no one raised any concerns that it may be too bold or cross any lines; is that right?
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	Page 77		Page 78
1	- Peter Maguire -	1	- Peter Maguire -
2	more than one version, more than one final version	2	this idea of creating uncertainty around
3	that have letter advertisement?	3	Windstream filing for Chapter 11.
4	A. Yes, yes.	4	Q. Can you tell by looking at Exhibit 1,
5	Q. Okay. Is the version that I showed	5	13 and 14
6	you in Exhibit 1 in this Complaint, is that the	6	A. This is what I was trying to do
7	first version or a later version?	7	Q it has been softened with respect
8	A. What page was it on?	8	to the uncertainty claim?
9	Q. It's 13 and 14 of the Complaint which	9	A. No, this is the original version
10	is somewhere in the mid-20s of the whole package.	10	before softening.
11	A. This was the final version I believe,	11	Q. Okay. How were you able to determine
12	so the date on that was 4/22.	12	that?
13	Q. 3/22.	13	A. A couple of things. So first of all,
14	A. No, I'm sorry. I'm looking at the	14	the opening paragraph clearly states Windstream
15	expiration date on the letter. It says 4/25.	15	has filed for Chapter 11 bankruptcy which means
16	I would honestly have to double-check	16	uncertainty. So the word uncertainty is still in
17	if this which version this one is.	17	there.
18	Q. Okay. Further down in that e-mail,	18	And secondly, looking at the date
19	turning back to the e-mail Exhibit 6.	19	quoting at the bottom which is the reference we
20	A. Yes.	20	use to identify the piece for printers, says 3/22.
21	Q. It says, Summary: "We need to soften	21	And this communication Jen is referring to 4/22
22	the 'uncertainty' claim for any future mailers."	22	3/25, sorry, she's referring to 4/22.
23	What is the referring to?	23	Q. Okay. So the first point there,
24	A. The mood of uncertainty that I was	24	softening the uncertainty claims meant removing
25	talking about earlier is referring to that and	25	entirely the word uncertainty?
_			, ,
	Page 79		Page 80
1	- Peter Maguire -	1	- Peter Maguire -
2	A. Uh-huh. Yes.	2	versions of this ad, the version in Exhibit 1 and
3	Q. So then RAPP created a second version	3	then the later version after March 22nd, where you
4	of this ad that no longer had the word	4	removed the word uncertainty and maybe made some
	<u> </u>	1 -	•
	uncertainty is that right?	5	other changes, are those the only two final
5	uncertainty; is that right? A If I recall correctly, yes	5	other changes, are those the only two final
6 7	A. If I recall correctly, yes.	6	versions of this ad?
6 7	A. If I recall correctly, yes.Q. Did Charter provide a reason for why	6 7	versions of this ad? A. With the exception I mentioned
6 7 8	A. If I recall correctly, yes. Q. Did Charter provide a reason for why the uncertainty claims needed to be softened?	6 7 8	versions of this ad? A. With the exception I mentioned earlier of speed diversioning
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6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	A. If I recall correctly, yes. Q. Did Charter provide a reason for why the uncertainty claims needed to be softened? A. They did not. They did not. We were given direction to soften but they did not give us specific reason why. Q. RAPP did not ask why? A. Not that I recall, no. Q. Then the last sentence under that summary paragraph says, "Let customers draw their own conclusion about the impact of the filing on Windstream services." So what do you understand that to mean? A. My understanding of that is don't tell customers what the specific implications will be; state the fact that Chapter 11 is in progress and let them draw their own conclusion. That would be my interpretation.	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	versions of this ad? A. With the exception I mentioned earlier of speed diversioning Q. Sure. A with the exception of that as principal basis, yes. Q. Sorry. Going back to Exhibit 6 at the top e-mail from Erin on March 22nd says, "I'll bring the three 4/22 Windstream letters to the 4:00 p.m. so we can chat." What does that mean; the three, 4/22 Windstream letters? A. It would mean that there were three versions of the letter in play that were in progress at that time. So Erin was referring to bringing those to the discussion. Q. Okay. So three different drafts of the second version of this advertisement? A. Yes, but those drafts may or may not
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. If I recall correctly, yes. Q. Did Charter provide a reason for why the uncertainty claims needed to be softened? A. They did not. They did not. We were given direction to soften but they did not give us specific reason why. Q. RAPP did not ask why? A. Not that I recall, no. Q. Then the last sentence under that summary paragraph says, "Let customers draw their own conclusion about the impact of the filing on Windstream services." So what do you understand that to mean? A. My understanding of that is don't tell customers what the specific implications will be; state the fact that Chapter 11 is in progress and let them draw their own conclusion. That	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	versions of this ad? A. With the exception I mentioned earlier of speed diversioning Q. Sure. A with the exception of that as principal basis, yes. Q. Sorry. Going back to Exhibit 6 at the top e-mail from Erin on March 22nd says, "I'll bring the three 4/22 Windstream letters to the 4:00 p.m. so we can chat." What does that mean; the three, 4/22 Windstream letters? A. It would mean that there were three versions of the letter in play that were in progress at that time. So Erin was referring to bringing those to the discussion. Q. Okay. So three different drafts of the second version of this advertisement?

	254 Py 22	
	Page 81	Page 82
1	- Peter Maguire -	1 - Peter Maguire -
2	have been different offers	2 A. Yes.
3	Q. Or speeds?	Q. The direct mail envelope and
4	A speeds, exactly.	4 advertisement that went in the envelope
5	Q. And the 4:00 p.m. is referring to a	5 A. Correct.
6	4:00 p.m	6 Q which was sent by mail.
7	A. Phone call.	7 A. Uh-huh.
8	Q call? Telephone call?	8 Q. Then there was the sales flier?
9	A. Yes.	9 A. Yes.
10	Q. Were you on that call?	10 Q. And that was distributed by hand by
11	A. I don't think I was on that call. I	11 salespeople?
12	don't know.	12 A. Yes.
13	Q. Did anyone brief you about what	13 MR. KINGSTON: Objection. Just a
14	happened on that call?	14 moment. Objection, lack of foundation.
15	* *	
	A. It may have happened at the time.	
16	This was several months ago, so I don't specifically remember. But Erin and I are very	16 A. To my knowledge, yes. 17 O. Is that what it was designed for? It
17	•	
18	close and have daily touch basis on everything	was designed for the purpose of being delivered by
19	going on. So if there are calls that I'm not on,	19 hand?
20	she would let me know what's happened. So it's	A. It was called a direct sales flier,
21	very possible, but given it was several months ago	21 yes.
22	I don't remember the specific conversation.	Q. What does that typically mean?
23	Q. Fair enough.	A. Direct sales flier would mean that
24	So going back to the three projects	the door-to-door sales force have materials that
25	relating to Windstream bankruptcy.	they're able to hand out, leave behind. I can't
	Page 83	Page 84
1	- Peter Maguire -	1 - Peter Maguire -
1 2	- Peter Maguire - confirm if that ever happened, but that's how it	 Peter Maguire - how it gets mailed out, how it gets e-mailed out,
	confirm if that ever happened, but that's how it	_
2	confirm if that ever happened, but that's how it was designed.	2 how it gets mailed out, how it gets e-mailed out, 3 things like that?
2	confirm if that ever happened, but that's how it was designed. Q. You didn't design an envelope as part	how it gets mailed out, how it gets e-mailed out, things like that?
2 3 4	confirm if that ever happened, but that's how it was designed. Q. You didn't design an envelope as part of that project?	 how it gets mailed out, how it gets e-mailed out, things like that? A. So that process varies by client but in the occasion of Charter, yes.
2 3 4 5	confirm if that ever happened, but that's how it was designed. Q. You didn't design an envelope as part of that project? A. No, we did not. We did not.	 how it gets mailed out, how it gets e-mailed out, things like that? A. So that process varies by client but in the occasion of Charter, yes.
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2 3 4 5 6 7	confirm if that ever happened, but that's how it was designed. Q. You didn't design an envelope as part of that project? A. No, we did not. We did not. Q. All right. Then the third project was an e-mail?	how it gets mailed out, how it gets e-mailed out, things like that? A. So that process varies by client but in the occasion of Charter, yes. Q. Okay. As between the sales flier for small business customers
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Page 85 1 - Peter Maguire - 1 - Peter Maguire - 2 as Exhibit 7. 2 a competitive comparison of 3 (Whereupon, RAPP Exhibit 7 was marked 3 side-by-side comparison of 4 at this time.) 4 benefits and Windstream process.	
2 as Exhibit 7. 2 a competitive comparison of 3 (Whereupon, RAPP Exhibit 7 was marked 3 side-by-side comparison of	Page 86
2 as Exhibit 7. 2 a competitive comparison of 3 (Whereupon, RAPP Exhibit 7 was marked 3 side-by-side comparison of	-
3 (Whereupon, RAPP Exhibit 7 was marked 3 side-by-side comparison of	
	roduct benefits. So
5 Q. Please go ahead and take a look and 5 that's what Erin is referring	
6 let me know when you're ready. 6 competitively.	
7 Ready? 7 I believe we also ma	ade a savings
8 A. Ready. 8 claim. So both of those thin	ings would be deemed
9 Q. So this is Exhibit 7 is marked 9 competitive and would norm	mally be disclaimed at
10 Charter 6103, it's a group of e-mails. Is this	er section.
e-mail thread relating to the small business flier 11 Q. If you go 6107, fur	rther back in this
12 project that we have been talking about? 12 document. That's the ad yo	ou're referring to and
13 A. That is correct. 13 the Charter you're referring	g to?
14 Q. Okay. If you go to a March 18 14 A. That's correct. Co.	
15 e-mail, on the second page, 6104, e-mail from 15 The savings claim I	I was referring to
Erin, March 18 at 3:15 p.m., in the middle of the just sits below the chart.	-
17 page. 17 Q. Understood, okay.	
18 A. Uh-huh, yup. 18 MR. JUSTUS: Plea	
19 Q. The first bullet it says, "Do we need 19 Exhibit 8.	
· · · · · · · · · · · · · · · · · · ·	P Exhibit 8 was marked
21 we are speaking against Windstream so 21 at this time.)	
22 competitively on the back of the flier?" 22 Q. Feel free to flip the	rough and let me
23 A. Uh-huh. 23 know when you're ready.	-
24 Q. What does that refer to? 24 A. Ready.	
25 A. So on the back of the flier there was 25 Q. Ready?	
Page 87 1 - Peter Maguire - 2 A. Yup. Page 87 1 - Peter Maguire - 2 from Matt Bury, he specifica	Page 88
3 Q. So Exhibit 8, e-mail thread starting 3 recently announced they wo	
4 with Charter 10013. If you flip all the way to 4 bankruptcy and we want to u	
5 the back, the very first e-mail on 10020. 5 customer acquisitions."	
6 A. Yes. 6 Therefore my clarifying	ring question was
7 Q. Is that the same e-mail from Matt to 7 and the attached PowerPo	
8 you that we talked about earlier that's attached 8 clarifying question was arou	and the hierarchy of
9 to PowerPoint deck? 9 messaging that had been req	juested.
10 A. That's exactly the e-mail. 10 Q. So what was the ans	
Q. Okay. Does this whole e-mail thread 11 question?	
relate to the sales flier for small businesses? 12 A. The e-mail did not a	answer this
13 A. It does. The whole thread does, yes. 13 directly. But the focus a b	big focus is around
	that the response that
14 Q. Okay. In your at the top of that 14 price discrepancy, and was t	
14 Q. Okay. In your at the top of that 14 price discrepancy, and was to 15 same page, 10020, it's an e-mail from you, 15 we received on the e-mail.	ales flier was
	APP to Charter, was
same page, 10020, it's an e-mail from you, 15 we received on the e-mail.	e or a supporting
same page, 10020, it's an e-mail from you, 15 we received on the e-mail. correct? 16 Q. So when the final sa	
same page, 10020, it's an e-mail from you, 15 we received on the e-mail. 16 correct? 16 Q. So when the final sa 17 A. Yes, that's correct. 17 created and delivered by RA	
same page, 10020, it's an e-mail from you, correct? A. Yes, that's correct. Q. So when the final sa created and delivered by RA RA Delta De	nt of view on
same page, 10020, it's an e-mail from you, correct? A. Yes, that's correct. Q. So when the final sa created and delivered by RA Results of the last bankruptcy the lead message bullet in that e-mail it says, "Should the 19 message?	
same page, 10020, it's an e-mail from you, 15 we received on the e-mail. 16 correct? 16 Q. So when the final sa 17 A. Yes, that's correct. 17 created and delivered by RA 18 Q. Okay. And in the next to the last 19 bullet in that e-mail it says, "Should the 20 bankruptcy be the lead message or a supporting 20 A. I'll give you my poin	ve.
same page, 10020, it's an e-mail from you, 15 we received on the e-mail. 16 correct? 16 Q. So when the final sa 17 A. Yes, that's correct. 18 Q. Okay. And in the next to the last 19 bullet in that e-mail it says, "Should the 20 bankruptcy be the lead message or a supporting 21 message?" 22 that by looking at the creative	ve.
15 same page, 10020, it's an e-mail from you, 16 correct? 17 A. Yes, that's correct. 18 Q. Okay. And in the next to the last 19 bullet in that e-mail it says, "Should the 20 bankruptcy be the lead message or a supporting 21 message?" 22 A. Yup. Yes. 15 we received on the e-mail. 16 Q. So when the final sa 17 created and delivered by RA 18 bankruptcy the lead message 19 bullet in that e-mail it says, "Should the 19 message? 20 A. I'll give you my poin 21 that by looking at the creativ	ve. prominent
same page, 10020, it's an e-mail from you, 15 we received on the e-mail. 16 correct? 16 Q. So when the final sa 17 A. Yes, that's correct. 18 Q. Okay. And in the next to the last 19 bullet in that e-mail it says, "Should the 20 bankruptcy be the lead message or a supporting 21 message?" 22 A. Yup. Yes. 23 Q. Could you just tell me what you meant 24 we received on the e-mail. 25 we received on the e-mail. 26 P. So when the final sa 27 treated and delivered by RA 28 bankruptcy the lead message 29 message? 20 A. I'll give you my point that by looking at the creative 21 that by looking at the creative 22 I would say it was a pressage.	ve. prominent at?

Page 89 Page 90 - Peter Maguire -1 - Peter Maguire -2 headline says, "Don't risk losing your Internet 2 Business, and that was a campaign against multiple and phone services." And the sub head to pay that 3 competitors and it had a very specific messaging 4 off says, "Windstream filed for Chapter 11. Their strategy and look and feel. future is uncertain. Don't leave you business up 5 So the question on my e-mail was to to chance." 6 clarify whether we were leveraging the look and 7 Q. Okay. feel approach from that campaign to bring it 8 8 A. That is the front of a flier, which through here or if we were looking for a totally 9 is why I would say it's a lead message. 9 unique approach. 10 10 Q. Understood. Q. Did the final version end up using 11 If you go to Page 10018. 11 that look and feel? 12 A. It used the look and feel but the 12 Uh-huh. 13 messaging was very different. 13 At the bottom is an e-mail from you, Q. Of course. Because it related to 14 14 March 4th. 15 Windstream and bankruptcy, of course? 15 A. Yes. 16 A. Yes, but the look and feel was 16 Q. The first bullet says, RAPP to 17 similar, yes. 17 concept minimum to creative options for review, et 18 Q. Thank you. 18 cetera. It says, "Same look/feel as our 19 So further up on that same page, I 19 competitive campaign." 20 think again this is another e-mail from you, A. Uh-huh. 20 21 right? 21 What does that refer to, what 22 A. Uh-huh. Yes. 22 competitive campaign? 23 This appears to be an e-mail where 23 A. That refers to -- so when Q4 of last 24 you're providing four options for the sales flier; 24 year we worked with the small business team to 25 is that right? 25 develop a new competitive campaign called We Mean Page 91 Page 92 1 - Peter Maguire -1 - Peter Maguire -2 2 Yes, that's correct. A. If you go down to the fifth bullet, 3 Okay. So on Page 10017, the 3 it says, All competitive charts have used the 4 beginning of that e-mail, it's a rather long 4 Windstream logo, as we found this in residential 5 5 to be powerful and resonate with the customer if e-mail. 6 A. 6 they had the service with the completion --Yes. 7 You say, "Given this is an unusual 7 A. Competition. 8 mix of messaging, we have provided four creative 8 -- competition. Sorry. 9 options," et cetera. 9 So why are you referring to 10 A. Yes. 10 residential there? This is for business or small 11 Q. What did you mean by it's "an unusual 11 business, right? 12 mix of messaging"? 12 A. For small business. So we are 13 A. It's very unusual that we're talking 13 encouraged to share learnings and base practices 14 about bankruptcy and Chapter 11 and materials, it 14 between the work that we do, although it's a 15 was unusual. 15 different audience between the work that we do 16 And "the mix" is because it referred 16 with small business and the work we do with 17 to both bankruptcy and something else; is that 17 residential. 18 what you meant by mix? 18 Here I'm not referring to the 19 A. By the mix, I mean the balance of 19 Windstream work with residential. I'm referring that -- the competitive message which was tied to 20 20 to the work we've done for residential in general. 21 Windstream's product inferiority and the 21 Q. So you learned from general work in 22 22 bankruptcy paired with the positive Spectrum story residential that, including logo on a competitive 23 of the good things that Spectrum business can 23 chart is more powerful and so, therefore, you're 24 offer. 24 suggesting to use it on this business piece? 25 Understood. 25 A. That is correct.

	254 Pg 25	01 33	
	Page 93		Page 94
1	- Peter Maguire -	1	- Peter Maguire -
2	Q. How do you measure whether or not	2	that's why we provided that first option.
3	that's powerful and resonates with the customer?	3	Q. If you go down another say five
4	A. So I mentioned earlier that we're	4	bullets or so there's an option 2.
5	given ad hoc anecdotal information on results. So	5	A. Yes.
6	without going into detail, the residential team	6	Q. Then the fourth bullet under option 2
7	has got a very robust testing program. So there's	7	it says, "Within orange bar before the CTA we have
8	a lot of testing that happens in marketing that	8	included an additional Windstream competitive
9	gives us learnings on things like that.	9	dig."
10	Q. Okay. Down another couple bullets	10	A. Yes.
11	under option 1.	11	Q. "'Windstream's future is uncertain.
12	A. Uh-huh.	12	Don't leave your business up to chance. Switch to
13	Q. Second bullet under option 1. It	13	Spectrum business."
14	says, "Powerful headline immediately grabs the	14	A. Yes.
15	customer in if they have existing Windstream	15	Q. So what did you mean by Windstream
16	service. Not sure if this will be a bit OTT but	16	competitive dig?
17	wanted to provide a range."	17	A. So, competitive digs is what we will
18	So what does OTT mean?	18	so if we're working on an end-to-end marketing
19	A. Yes, it's me being casual on e-mail.	19	piece, whenever we mention the competitor
20	OTT means over the top.	20	specifically we'll call that a dig.
21	Q. Okay.	21	Q. Regardless of the tone, it's always
22	A. So that ties to the point I was	22	called a dig if someone mentions a competitor?
23	making earlier about ranges and we did feel that	23	A. Exactly.
24	option 1 was a little pushy. But again, for the	24	Q. Understood.
25	purposes of range and discussion and comparison,	25	Okay. Then flipping the next page
	Page 95		Page 96
	1 - Peter Maguire -	1	- Peter Maguire -
	towards the end of the same e-mail.	2	Q. Do you see that?
	3 A. Yes.	3	A. I do.
	4 Q. Now on 10018, the second bullet from	4	Q. It said, "Hi Matt" meaning Matt
	5 the top says, "Below the price lockup we have	5	Bury, right?
	6 included a powerful message to close the flier,	6	A. That's correct.
	7 'Don't put your business at risk. Think twice	7	Q. It says, "Thanks for popping by Jen's
	8 before renewing your contract with Windstream."	8	office to chat quick."
	9 A. Yes.	9	Is that the Jennifer we talked about
	10 Q. So what was the intention behind the	10	earlier at Charter?
	wording "don't put your business at risk"?	11	A. That's correct.
	12 A. So the intention it was back to	12	Q. What is her surname again?
	which we've talked about a lot, but back to the	13	A. Smith.
	14 mood of uncertainty. So specifically for small	14	Q. So Erin was in the Charter office
	businesses, Internet and phone services are the	15	that day
	life bloods; like business can't continue if	16	A. Yes.
	there's no Internet and phone service. So that's	17	Q having a meeting. Okay.
	what it was relating to uncertainty.	18	If you go down one, two, three, four,
	19 Q. So in other words, the business	19	six dashes. It says, "First headline is like the
	20 customers might lose their Internet and phone	20	most aggressive but liked the most." Do you know
	20 customers might lose then internet and phone	20	
	21 service?	21	
	21 service? 22 A It was creating uncertainty	21	a that means? A That's referring to the headline
	A. It was creating uncertainty.	22	A. That's referring to the headline
	A. It was creating uncertainty. Q. Then if you go to 10016, e-mail from	22 23	A. That's referring to the headline options that I talked about in my previous e-mail.
	A. It was creating uncertainty.	22	A. That's referring to the headline

	254 Py 20	0.00	
	Page 97		Page 98
1	- Peter Maguire -	1	- Peter Maguire -
2	Q. So it's saying option 1 is the most	2	Q. If you wouldn't mind, that would be
3	aggressive but liked the most?	3	very helpful.
4	A. Yes.	4	A. Sure.
5	Q. If you flip to 10015, e-mail from	5	Q. Going back to 10014, e-mail from Matt
6	Erin to you and Matt and copying others, March 8,	6	Bury at Charter to yourself, Erin, and others
7	5:05 p.m.	7	copied, March 8, 5:36.
8	Do you see that?	8	A. Yes.
9	A. I do.	9	Q. First bullet it says, "Move the
10	Q. Okay. The third bullet, it says, "We	10	'Windstream filed for Chapter 11' up to pay off
11	have provided the alt headline, "Windstream	11	the headline."
12	customers, don't risk losing your Internet and	12	A. Yes.
13	phone services,' to align with the softer message	13	Q. What does that mean, pay off the
14	used in residential."	14	headline?
15	What is that referring to, "the	15	A. So payoff the headline means so
16	softer message used in residential"?	16	normally in direct response materials we would
17	A. I do not off the top of my head know	17	have a primary headline and a sub headline, those
18	what specific message that's referring to.	18	two work in conjunction. So whatever the message
19	Q. So to find out we'd have to ask Erin,	19	in the the main headline is has to be paid off
20	in other words?	20	by a sub headline. So that's what Matt's
21	A. I would be able to find out, I just	21	referring to.
22	don't know the answer off the top of my head.	21	Q. So here if you look at 10015, the
23	Q. Could you call Erin and ask on a	23	creative
24	break today?	24	A. Yes.
25	A. I could.	25	Q which is the main headline and
23	A. I could.	23	Q which is the main headine and
	Page 99		Page 100
1		1	
1	- Peter Maguire - which is the sub headline?	1 2	- Peter Maguire -
2		3	Q. The third bullet says, "Move the
3 4	A. So you can actually see from the	4	subhead 'Windstream filed for Chapter 11. Their future is uncertain,' et cetera, et cetera, below
5	annotation what the direction is. So the main headline is, "Don't risk losing your Internet and	5	the headline."
5 6		6	
7	phone services." And the sub headline is, "Windstream filed for Chapter 11. Their future is	7	
	uncertain. Don't leave your business up to	8	Q. Okay.
8 9	chance."	9	MR. JUSTUS: I'm going to suggest we take a break for lunch. I need to look at
10		10	some of the documents you brought and come
	And you can see from the annotation	11	back and I'll have some additional questions.
11 12	that the direction is to move that up to become a	12	THE WITNESS: Sure.
	sub head, sub headline.	13	
13	Q. Moving it up as a sub headline	14	MR. JUSTUS: So let's go with 45
14	underneath A. The main headline.		minutes. Is that enough for everyone or you do want to do an hour? I don't care.
15 16		15 16	THE WITNESS: I would be happier with
	Q don't risk losing, et cetera?		
17	A. Yes.	17 18	less, honestly, so whatever you want to do.
18	Q. So in the final version, that's how		THE VIDEOGRAPHER: Want to go off the
19	it was; there was the main heading and then the	19	record?
20	subheading underneath that?	20	MR. JUSTUS: Sure.
21	A. Yes.	21	THE VIDEOGRAPHER: We're now off the
22	Q. Okay. And Indeed, on 10013, the	22	record at 11:44 a.m.
23	third bullet in this e-mail from Erin March 11,	23	(Whereupon, a lunch break was taken
24	4:05 p.m.	24	from 11:44 a.m. to 12:35 p.m.)
25	A. Uh-huh.	25	THE VIDEOGRAPHER: We're now back on

	•	01 33	
	Page 101		Page 102
1	- Peter Maguire -	1	- Peter Maguire -
2	the record at 12:35 p.m.	2	Q. Understood.
3	BY MR. JUSTUS:	3	So it no longer says the word
4	Q. In the morning session I think you	4	uncertainty?
5	mentioned, Peter, that you may try to call Erin	5	A. Exactly.
6	about a question that we had regarding the softer	6	Q. Thank you. Okay. Thanks for doing
7	messaging used in residential?	7	that on the break. Appreciate it.
8	A. Yes.	8	A. No problem.
9	Q. Were you able to get ahold of her?	9	Q. All right. So in our three projects
10	A. I was. I was.	10	that RAPP had done for Charter relating to the
11	Q. What did she tell you about that?	11	Windstream bankruptcy, the third one was an e-mail
12	A. I think the answer is more obvious	12	marketing campaign?
13	than I had thought. When they're referring to the	13	A. Yes.
14	old headline, "Windstream customers don't risk	14	Q. We've talked a little bit about that
15	losing your Internet and phone services." She was	15	so far?
16	referring to the headline that had been used or	16	A. Yes.
17	was being used on the residential piece.	17	O. RAPP delivered a final e-mail
18	Q. Just to be clear, this is Exhibit 8	18	creative to Charter, but RAPP does not know if
19	page 10015 that we're talking about.	19	Charter actually e-mailed it out
20	A. Yes.	20	A. That is correct.
21	Q. And the softer message was what, I'm	21	Q does that sound correct?
22	sorry?	22	Okay. And you the documents you
23	A. The soft message is what was in	23	provided this morning, you had separated them into
24	inverted commas here. That is the softer message	24	three stacks for the three projects, right?
25	that she's referring to.	25	A. Yes, that's correct.
23	that she's referring to.	23	A. Tes, that's correct.
	Dago 102		Dago 104
	Page 103		Page 104
	1 - Peter Maguire -	1	- Peter Maguire -
	 Q. There is a stack here that appears to 		
		2	A. That is correct.
	3 be relating to the e-mail project?	3	Q. Okay. Is somewhere in this package
	3 be relating to the e-mail project?4 A. Yes.	3 4	Q. Okay. Is somewhere in this package the final version of the e-mail ad that RAPP
	 be relating to the e-mail project? A. Yes. MR. JUSTUS: I'd like to mark this as 	3 4 5	Q. Okay. Is somewhere in this package the final version of the e-mail ad that RAPP created?
	 be relating to the e-mail project? A. Yes. MR. JUSTUS: I'd like to mark this as Exhibit 9. 	3 4 5 6	Q. Okay. Is somewhere in this package the final version of the e-mail ad that RAPP created? A. The final version is on I don't
	 be relating to the e-mail project? A. Yes. MR. JUSTUS: I'd like to mark this as Exhibit 9. THE WITNESS: Yes. 	3 4 5 6 7	Q. Okay. Is somewhere in this package the final version of the e-mail ad that RAPP created? A. The final version is on I don't know if these are page numbered, they don't appear
	 be relating to the e-mail project? A. Yes. MR. JUSTUS: I'd like to mark this as Exhibit 9. THE WITNESS: Yes. (Whereupon, RAPP Exhibit 9 was marked) 	3 4 5 6 7 8	Q. Okay. Is somewhere in this package the final version of the e-mail ad that RAPP created? A. The final version is on I don't know if these are page numbered, they don't appear to be. But the final version is this one here and
	be relating to the e-mail project? A. Yes. MR. JUSTUS: I'd like to mark this as Exhibit 9. THE WITNESS: Yes. (Whereupon, RAPP Exhibit 9 was marked at this time.)	3 4 5 6 7 8	Q. Okay. Is somewhere in this package the final version of the e-mail ad that RAPP created? A. The final version is on I don't know if these are page numbered, they don't appear to be. But the final version is this one here and there is four pages from the end of the packet.
	3 be relating to the e-mail project? 4 A. Yes. 5 MR. JUSTUS: I'd like to mark this as 6 Exhibit 9. 7 THE WITNESS: Yes. 8 (Whereupon, RAPP Exhibit 9 was marked 9 at this time.) 10 MR. KINGSTON: Exhibit 9 is the	3 4 5 6 7 8 9	Q. Okay. Is somewhere in this package the final version of the e-mail ad that RAPP created? A. The final version is on I don't know if these are page numbered, they don't appear to be. But the final version is this one here and there is four pages from the end of the packet. Q. Okay.
	 be relating to the e-mail project? A. Yes. MR. JUSTUS: I'd like to mark this as Exhibit 9. THE WITNESS: Yes. (Whereupon, RAPP Exhibit 9 was marked at this time.) MR. KINGSTON: Exhibit 9 is the multipage document that starts with a sort 	3 4 5 6 7 8 9 10	Q. Okay. Is somewhere in this package the final version of the e-mail ad that RAPP created? A. The final version is on I don't know if these are page numbered, they don't appear to be. But the final version is this one here and there is four pages from the end of the packet. Q. Okay. A. And the reason I know it's final is
	be relating to the e-mail project? A. Yes. MR. JUSTUS: I'd like to mark this as Exhibit 9. THE WITNESS: Yes. (Whereupon, RAPP Exhibit 9 was marked at this time.) MR. KINGSTON: Exhibit 9 is the multipage document that starts with a sort of a printout in landscape mode and	3 4 5 6 7 8 9 10 11 12	Q. Okay. Is somewhere in this package the final version of the e-mail ad that RAPP created? A. The final version is on I don't know if these are page numbered, they don't appear to be. But the final version is this one here and there is four pages from the end of the packet. Q. Okay. A. And the reason I know it's final is the client just after that says, Hi, Ed and
	be relating to the e-mail project? A. Yes. MR. JUSTUS: I'd like to mark this as Exhibit 9. THE WITNESS: Yes. (Whereupon, RAPP Exhibit 9 was marked at this time.) MR. KINGSTON: Exhibit 9 is the multipage document that starts with a sort of a printout in landscape mode and continues.	3 4 5 6 7 8 9 10 11 12 13	Q. Okay. Is somewhere in this package the final version of the e-mail ad that RAPP created? A. The final version is on I don't know if these are page numbered, they don't appear to be. But the final version is this one here and there is four pages from the end of the packet. Q. Okay. A. And the reason I know it's final is the client just after that says, Hi, Ed and we're fully approved, please proceed with mobile
	A. Yes. MR. JUSTUS: I'd like to mark this as Exhibit 9. THE WITNESS: Yes. (Whereupon, RAPP Exhibit 9 was marked at this time.) MR. KINGSTON: Exhibit 9 is the multipage document that starts with a sort of a printout in landscape mode and continues. MR. JUSTUS: It starts with	3 4 5 6 7 8 9 10 11 12 13	Q. Okay. Is somewhere in this package the final version of the e-mail ad that RAPP created? A. The final version is on I don't know if these are page numbered, they don't appear to be. But the final version is this one here and there is four pages from the end of the packet. Q. Okay. A. And the reason I know it's final is the client just after that says, Hi, Ed and we're fully approved, please proceed with mobile version.
	A. Yes. MR. JUSTUS: I'd like to mark this as Exhibit 9. THE WITNESS: Yes. (Whereupon, RAPP Exhibit 9 was marked at this time.) MR. KINGSTON: Exhibit 9 is the multipage document that starts with a sort of a printout in landscape mode and continues. MR. JUSTUS: It starts with EM2019-Windstream e-mail-RAPP on the top of	3 4 5 6 7 8 9 10 11 12 13 14	Q. Okay. Is somewhere in this package the final version of the e-mail ad that RAPP created? A. The final version is on I don't know if these are page numbered, they don't appear to be. But the final version is this one here and there is four pages from the end of the packet. Q. Okay. A. And the reason I know it's final is the client just after that says, Hi, Ed and we're fully approved, please proceed with mobile version. Q. You're referring to the page it says
	A. Yes. MR. JUSTUS: I'd like to mark this as Exhibit 9. THE WITNESS: Yes. (Whereupon, RAPP Exhibit 9 was marked at this time.) MR. KINGSTON: Exhibit 9 is the multipage document that starts with a sort of a printout in landscape mode and continues. MR. JUSTUS: It starts with EM2019-Windstream e-mail-RAPP on the top of the first page.	3 4 5 6 7 8 9 10 11 12 13 14 15	Q. Okay. Is somewhere in this package the final version of the e-mail ad that RAPP created? A. The final version is on I don't know if these are page numbered, they don't appear to be. But the final version is this one here and there is four pages from the end of the packet. Q. Okay. A. And the reason I know it's final is the client just after that says, Hi, Ed and we're fully approved, please proceed with mobile version. Q. You're referring to the page it says posted by Erin Mullane on April 4?
	A. Yes. MR. JUSTUS: I'd like to mark this as Exhibit 9. THE WITNESS: Yes. (Whereupon, RAPP Exhibit 9 was marked at this time.) MR. KINGSTON: Exhibit 9 is the multipage document that starts with a sort of a printout in landscape mode and continues. MR. JUSTUS: It starts with EM2019-Windstream e-mail-RAPP on the top of the first page. MR. KINGSTON: Okay.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Q. Okay. Is somewhere in this package the final version of the e-mail ad that RAPP created? A. The final version is on I don't know if these are page numbered, they don't appear to be. But the final version is this one here and there is four pages from the end of the packet. Q. Okay. A. And the reason I know it's final is the client just after that says, Hi, Ed and we're fully approved, please proceed with mobile version. Q. You're referring to the page it says posted by Erin Mullane on April 4? A. That is correct.
	A. Yes. MR. JUSTUS: I'd like to mark this as Exhibit 9. THE WITNESS: Yes. (Whereupon, RAPP Exhibit 9 was marked at this time.) MR. KINGSTON: Exhibit 9 is the multipage document that starts with a sort of a printout in landscape mode and continues. MR. JUSTUS: It starts with EM2019-Windstream e-mail-RAPP on the top of the first page. MR. KINGSTON: Okay. Q. So Peter, you brought these documents	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Q. Okay. Is somewhere in this package the final version of the e-mail ad that RAPP created? A. The final version is on I don't know if these are page numbered, they don't appear to be. But the final version is this one here and there is four pages from the end of the packet. Q. Okay. A. And the reason I know it's final is the client just after that says, Hi, Ed and we're fully approved, please proceed with mobile version. Q. You're referring to the page it says posted by Erin Mullane on April 4? A. That is correct. Q. It said, "Hi Matt and Cindy, Please
	A. Yes. MR. JUSTUS: I'd like to mark this as Exhibit 9. THE WITNESS: Yes. (Whereupon, RAPP Exhibit 9 was marked at this time.) MR. KINGSTON: Exhibit 9 is the multipage document that starts with a sort of a printout in landscape mode and continues. MR. JUSTUS: It starts with EM2019-Windstream e-mail-RAPP on the top of the first page. MR. KINGSTON: Okay. Q. So Peter, you brought these documents today?	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Q. Okay. Is somewhere in this package the final version of the e-mail ad that RAPP created? A. The final version is on I don't know if these are page numbered, they don't appear to be. But the final version is this one here and there is four pages from the end of the packet. Q. Okay. A. And the reason I know it's final is the client just after that says, Hi, Ed and we're fully approved, please proceed with mobile version. Q. You're referring to the page it says posted by Erin Mullane on April 4? A. That is correct. Q. It said, "Hi Matt and Cindy, Please see attached for Windstream e-mails," et cetera?
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Page 105 - Peter Maguire - Q. Is the word uncertainty used anywhere in the final e-mail campaign creative? A. It does not appear to be, based on what I'm looking at, no. Q. Okay. Am A. I'm sorry. Q. Please finish. A. I was just going to say keep in mind mat the timing of that came later and so some of the discussions that I had uncertainty had been ingoing. Q. Understood. Is this from a chat program or e-mail program? A. Base Camp.	1 2 3 4 5 6 7 8 9 10 11 12 13 14	Page 106 - Peter Maguire - project repository where all of the assets relating to a project are kept; e-mail communications, creative files, anything pertaining to that specific project. So it's all in one place. Q. Both Charter and RAPP have access to that? A. That is correct. But it's down to the individual client preference. So we do not use Base Camp for every single project, but the client we work with on small business e-mails like to use Base Camp which is why this project was
Q. Is the word uncertainty used anywhere in the final e-mail campaign creative? A. It does not appear to be, based on what I'm looking at, no. Q. Okay. Am A. I'm sorry. Q. Please finish. A. I was just going to say keep in mind that the timing of that came later and so some of the discussions that I had uncertainty had been ingoing. Q. Understood. Is this from a chat program or e-mail program?	2 3 4 5 6 7 8 9 10 11 12 13	project repository where all of the assets relating to a project are kept; e-mail communications, creative files, anything pertaining to that specific project. So it's all in one place. Q. Both Charter and RAPP have access to that? A. That is correct. But it's down to the individual client preference. So we do not use Base Camp for every single project, but the client we work with on small business e-mails like
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Q. Understood. Is this from a chat program or e-mail program?	13	
Q. Understood. Is this from a chat program or e-mail program?		to use Base Camp which is why this project was
Is this from a chat program or e-mail rogram?	14	
rogram?		managed through Base Camp.
-	15	Q. Who is that client contact who
	16	preferred to use Base Camp?
Q. This is from Base Camp?	17	A. Cindy Fein.
A. Which is a project management tool.	18	Q. That's at Charter?
Q. You did tell me that.	19	A. At Charter, that's correct.
So within Base Camp there is a	20	Q. She is the point of contact for RAPP
ommunication function?	21	only on small business e-mail?
A. Exactly.	22	A. That is exactly correct. She reports
Q. Is it a function like e-mail or chat?	23	to Matthew Bury.
*	24	Q. Okay. If there was a residential
*	25	e-mail campaign, would that also be Cindy or
		•
Page 107		Page 108
	1	- Peter Maguire -
-		calling them sales fliers?
-		A. Yes. So that sits within the small
		business team. And that's different from
		residential. Yes, different point of contact.
-		O. Understood.
		Looks like the last communications
· · · · · · · · · · · · · · · · · · ·		here are April 8.
· · · · · · · · · · · · · · · · · · ·		A. Yes, that's correct.
		A. Tes, that's correct. Q. So your understanding would be April
-		8th, RAPP had done its work, delivered its final
		creative and there was no further work on the
		e-mail project after April 8th?
		communication signals that the Charter should let
·		us know if they need any further assistance with
		the e-mail project.
		Q. And there was no further assistance
		needed?
		A. There was not.
		Q. Okay. Did Charter inform RAPP that
		Charter had been sued for false advertising by
		Windstream?
		A. I'm trying I'm trying to remember
Q. And same for I believe we were	∠ 5	if there was a discussion around that. We are
neesi itaar aa	So within Base Camp there is a mmunication function? A. Exactly. Q. Is it a function like e-mail or chat?	So within Base Camp there is a mmunication function? A. Exactly. Q. Is it a function like e-mail or chat? A. Essentially it's not like chat, I Duld say more like e-mail. It's essentially a Page 107 - Peter Maguire - ally different person? A. Totally different person. Q. Who would that be? A. So we don't we have only worked on eresidential e-mail. We do not tend to work on idential e-mails, but the one time we worked on the was with Jennifer Smith, and someone called rah Blechner, S-A-R-A-H, B-L-E-C-H-N-E-R. Q. And how about as between direct mail cest that will be sent out in the mail? A. Yes. Q. Do you have a different point of intact at Charter for residential and small siness? A. Yes, absolutely; it's two separate ms. Q. Okay. No person overlaps on both ms? A. They do at a very senior level, a alior vice president level; they sit over both all business and residential. But at the y-to-day point of contact level, there's two parate teams.

	Page 109		Page 110
1	- Peter Maguire -	1	- Peter Maguire -
2	normally informed if there was a cease and desist	2	Q. Which is more or less an exchange of
3	which you'll be familiar with.	3	e-mails with a price for a project?
4	I do not remember I do not believe	4	A. Yes. So it's complicated. So I'll
5	we were told that they were being sued. No, I do	5	explain the depth because there's a nuance between
6	not remember that conversations happening.	6	both sides of the business.
7	Q. Were you told that there was a cease	7	So on the small business side, on the
8	and desist?	8	for the e-mail and for the sales flier, we did
9	A. In this case I wasn't, actually. I	9	not have a retainer agreement. So all of the
10	wasn't aware I was aware that there was some	10	projects, the e-mail and the sales flier, are
11	sort of discussion happening in the background.	11	quoted as individual projects.
12	And by in the background I mean between the first	12	On the residential side of the
13	time we worked on direct mail and the second time	13	business, we operate on a retainer where we're
14	where we had to quote/unquote soften the claims.	14	paid a monthly fee against all of the deliverables
15	I was aware that there must have been	15	that we work on.
16	discussions happening in the background, but we	16	So on residential there is no
17	were not specifically told that there had been a	17	specific statement of work against this individual
18	cease and desist, no.	18	project.
19	Q. Or a lawsuit?	19	Q. So for residential there's a
20	A. No.	20	retainer?
21	Q. So I think I asked you a long, long	21	A. Yes.
22	time ago in the beginning if there was a written	22	Q. For small business there is not?
23	agreement between Charter and RAPP and you	23	A. Yes, it's project based on small
24	described statements of work?	24	business.
25	A. Yes.	25	Q. Okay. Is the retainer a written
			Page 112
	Page 111		Page 112
1	- Peter Maguire -	1	- Peter Maguire -
2	agreement?	2	to release the work.
3	A. Yes.	3	Q. So who who would know the answer
4	Q. Okay. And that was not provided to	4	to whether or not there's an indemnification
5 6	us, right?	5	provision in the MSA?
	A. It was not as it was not specific to	6	A. I would be able to speak to her so
7	Windstream. It's a master agreement that was not	7	the person that leads that on the RAPP side was
8	specific to Windstream. Q. Okay. So it applies to all	8	the MVP of finance who actually left RAPP last week, but he has he has a replacement, who I
	Q. Okay. So it applies to all residential work that you do for Charter?	9	•
10 11	A. Exactly, exactly.	10	would be able to speak to and ask that specific question.
1 ++	A. Exactly, exactly.	1 11	quesuoli.
1 2			-
12 13	Q. Okay. Does that retainer agreement	12	Q. We'll take a short break in a little
13	Q. Okay. Does that retainer agreement have any indemnification provision whereby either	12	Q. We'll take a short break in a little bit, would you mind trying to give him a call and
13 14	Q. Okay. Does that retainer agreement have any indemnification provision whereby either Charter or RAPP may be responsible for any legal	12 13 14	Q. We'll take a short break in a little bit, would you mind trying to give him a call and him that question?
13 14 15	Q. Okay. Does that retainer agreement have any indemnification provision whereby either Charter or RAPP may be responsible for any legal claims arising from RAPP's work?	12 13 14 15	Q. We'll take a short break in a little bit, would you mind trying to give him a call and him that question? A. It's a she, but yes.
13 14 15 16	Q. Okay. Does that retainer agreement have any indemnification provision whereby either Charter or RAPP may be responsible for any legal claims arising from RAPP's work? A. The specifics sp there's what's	12 13 14 15 16	Q. We'll take a short break in a little bit, would you mind trying to give him a call and him that question? A. It's a she, but yes. Q. Apologies.
13 14 15 16 17	Q. Okay. Does that retainer agreement have any indemnification provision whereby either Charter or RAPP may be responsible for any legal claims arising from RAPP's work? A. The specifics sp there's what's called an MSA, a master service agreement. I am	12 13 14 15 16 17	Q. We'll take a short break in a little bit, would you mind trying to give him a call and him that question? A. It's a she, but yes. Q. Apologies. A. Yeah, I will certainly try. I may
13 14 15 16 17 18	Q. Okay. Does that retainer agreement have any indemnification provision whereby either Charter or RAPP may be responsible for any legal claims arising from RAPP's work? A. The specifics sp there's what's called an MSA, a master service agreement. I am not a hundred percent certain of the positioning	12 13 14 15 16 17 18	Q. We'll take a short break in a little bit, would you mind trying to give him a call and him that question? A. It's a she, but yes. Q. Apologies. A. Yeah, I will certainly try. I may not be able to get a hold of them because they are
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13 14 15 16 17 18 19 20 21 22 23	Q. Okay. Does that retainer agreement have any indemnification provision whereby either Charter or RAPP may be responsible for any legal claims arising from RAPP's work? A. The specifics sp there's what's called an MSA, a master service agreement. I am not a hundred percent certain of the positioning within that in terms of indemnity, as you asked. But, again, that's something that we could follow up on. I know that has part of the agreement	12 13 14 15 16 17 18 19 20 21 22	Q. We'll take a short break in a little bit, would you mind trying to give him a call and him that question? A. It's a she, but yes. Q. Apologies. A. Yeah, I will certainly try. I may not be able to get a hold of them because they are in meetings but I can be sure to follow up on that. Q. Thank you. You've already said that Charter

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	Page 113		Page 114
1	- Peter Maguire -	1	- Peter Maguire -
2	Q. So obviously my next question, I'll	2	A. Yes.
3	go ahead and ask it anyway, Charter never told	3	Q. Is the residential retainer that we
4	RAPP that the court had entered an injunction	4	talked about, is that still active?
5	against Charter and the advertisements we're	5	A. That is, yes.
6	talking about today?	6	Q. And the MSA, is that still active?
7	A. No, they did not.	7	A. Yes. The MSA the MSA is I'm
8	Q. Okay. Is RAPP currently working on	8	using those words interchangeably. The MSA is the
9	any projects for Charter involving Windstream's	9	document I'm referring to. The SOW, from a dollar
10	bankruptcy?	10	perspective, is agreed on a month-by-month basis
11	A. No, absolutely not. No.	11	depending on the work flow of the retainer.
12	Q. Was the last project relating to	12	So we're given a purchase order for a
13	Windstream's bankruptcy the e-mail project?	13	certain amount money every month to reflect the
14	A. The last project again, I would	14	deliverables for that specific month. But the MSA
15	need to align on the timing of this stuff; April	15	sits above and has been in place for two years or
16	8th, it would either be e-mail or the other which	16	so, two or three years.
17	was part of the package we sent you, the second	17	Q. Okay. Just so to make sure I
18	directed mail which looked very different than the	18	understand, the retainer is the MSA or are those
19	first. It would have been one of those two but I	19	two different things?
20	would have to align on the date.	20	A. No, I'm sorry. By retainer I'm
21	Q. Okay. But either way, all three of	21	talking about the fact that it is a monthly
22	the projects we talked about are now closed?	22	payment against an aggregate group of
23	A. They are completely closed, yes.	23	deliverables. It's not we quote for project A,
24	Q. You would suspect it's been it was	24	project B, project C; it's a group sum of money
25	sometime in April that all three were closed?	25	against a large group deliverables.
	-		
	Page 115		Page 116
	1 - Peter Maguire -	1	- Peter Maguire -
	2 Q. Retainer is money not an agreement?	2	it. Okay.
	3 A. Yes.	3	THE WITNESS: Thank you.
	4 Q. The MSA is the agreement.	4	MR. KINGSTON: Thank you.
	5 A. Yes, yes, exactly.	5	Q. You want to go ahead and flip through
	6 O. Did RAPP provide to Charter any	1 3	Q. You want to go ancad and mp unough
	9 Q. Bid id if provide to charter any	1 6	or are you familiar?
	7 creative for the residential market that was not a	6	or are you familiar? A. I'm familiar but let me refresh my
	7 creative for the residential market that was not a	7	A. I'm familiar but let me refresh my
	8 direct mail piece; in other words, it was intended	7 8	A. I'm familiar but let me refresh my memory on this one.
	direct mail piece; in other words, it was intended to be delivered other than through mail?	7 8 9	A. I'm familiar but let me refresh my memory on this one. Q. Of course.
	direct mail piece; in other words, it was intended to be delivered other than through mail? A. Specifically for Windstream?	7 8 9 10	A. I'm familiar but let me refresh my memory on this one. Q. Of course. A. Okay.
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	direct mail piece; in other words, it was intended to be delivered other than through mail? A. Specifically for Windstream? Q. Correct. A. No.	7 8 9 10 11 12	 A. I'm familiar but let me refresh my memory on this one. Q. Of course. A. Okay. Q. Okay. So Exhibit 10 is the stack of documents relating to the small business flier?
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	direct mail piece; in other words, it was intended to be delivered other than through mail? A. Specifically for Windstream? Q. Correct. A. No. MR. JUSTUS: Can we mark this as Exhibit 11 I'm sorry, Exhibit 10, please. (Whereupon, RAPP Exhibit 10 was marked at this time.) MR. JUSTUS: Exhibit 10, for the record and for John, it's the big package that Peter produced today that relates to the flier. MR. KINGSTON: Mr. Maguire, do you mind if I just take a peek at Exhibit 10?	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. I'm familiar but let me refresh my memory on this one. Q. Of course. A. Okay. Q. Okay. So Exhibit 10 is the stack of documents relating to the small business flier? A. Yes. Q. Is that right? A. Yes. Q. Apologies because there's obviously no page numbers on everything, so I'm looking at a March 25th, e-mail from Matt Bury to Erin, copied to you. A. March 25th. Q. March 25th at 6:55:00 p.m A. Yes.

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	Page 117		Page 118
1	- Peter Maguire -	1	- Peter Maguire -
2	A. Yes.	2	that.
3	Q. And it goes on to say, "It turns out	3	Q. Okay. Who is the Jen referred in
4	that we really need to modify our headline and	4	this e-mail?
5	subhead."	5	A. Jen is Jennifer Smith on the
6	So what was that referring to?	6	residential team. So her and Matt Bury are peers
7	A. That was referring to Matt	7	on the small business and the residential side.
8	Matthew's internal approvals process at Charter,	8	Q. Okay. So Jen was making the changes
9	and he was referring to head the legal team on	9	to the small business flier, even though she's on
10	the Charter side.	10	residential?
11	Q. What modifications were made to the	11	A. No, no. So what he's saying here is
12	headline and sub head?	12	she's making this modification with some of other
13	A. At this point there were so many	13	mail, so he's referring to changes that Jen is
14	iterations of this I don't know what that one	14	making to residential mail, that he is going to
15	specifically is referring to. But around this	15	pull through to what he's doing small business.
16	time is when we were talking about removal of	16	Q. To make the same change to both or to
17	uncertainty. So it could be pertaining it	17	make them consistent?
18	could be, I'm not definitely sure, but it could be	18	A. Yes.
19	pertaining to that.	19	Q. Understood. Okay.
20	Q. I think we talked earlier there was a	20	I think you already answered this
21	March 22nd e-mail and it talked about softening	21	question but I'll ask one more time.
22	the message around uncertainty	22	You did not meet with legal counsel
23	A. Yes. It's	23	to prepare for this deposition today?
24	Q this is three days after that?	24	A. Legal counsel?
25	A. It's likely that it was related to	25	Q. Uh-huh.
	Page 119 - Peter Maguire -	1	Page 120 - Peter Maguire -
	2 A. At Charter?	2	a multipage document bearing the Bates numbers
	Q. Any lawyer. Did you speak with any	3	Charter 936 through Charter 941 consecutive.
	4 lawyer about this deposition?	4	When lawyers give each other
	5 A. No.	5	documents in lawsuit they always put little
	6 Q. Today?	6	numbers in the corners and those are called Bates
	7 A. No.	7	numbers.
	8 Q. No.	8	A. Sure.
	9 MR. JUSTUS: I must say you're a good	9	Q. I may refer to Bates numbers from
	10 witness.	10	time to time. That's what I'll be talking about.
	So subject to you calling and	11	A. Okay.
	checking on the indemnification and the MSA,	12	Q. If I can direct your attention to the
	I have no further questions at this time,	13	page that's labeled Bates Charter 937.
	although reserve the right for redirect after	14	A. Yes.
	 although reserve the right for redirect after John goes. 	14 15	A. Yes. Q. I believe that you discussed this
	 although reserve the right for redirect after John goes. THE WITNESS: Okay. 	14 15 16	A. Yes. Q. I believe that you discussed this before. But about a third of the way from the
	 although reserve the right for redirect after John goes. THE WITNESS: Okay. MR. KINGSTON: Miss Greer, did you 	14 15 16 17	A. Yes. Q. I believe that you discussed this before. But about a third of the way from the bottom of the page I see a reference to "CTA:
	 although reserve the right for redirect after John goes. THE WITNESS: Okay. MR. KINGSTON: Miss Greer, did you have anything? 	14 15 16 17 18	A. Yes. Q. I believe that you discussed this before. But about a third of the way from the bottom of the page I see a reference to "CTA: Goodbye Windstream hello Spectrum."
	although reserve the right for redirect after John goes. THE WITNESS: Okay. MR. KINGSTON: Miss Greer, did you have anything? MS. GREER: I don't have any	14 15 16 17 18 19	A. Yes. Q. I believe that you discussed this before. But about a third of the way from the bottom of the page I see a reference to "CTA: Goodbye Windstream hello Spectrum." Do you see that?
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	although reserve the right for redirect after John goes. THE WITNESS: Okay. MR. KINGSTON: Miss Greer, did you have anything? MS. GREER: I don't have any questions. MR. JUSTUS: Thanks, John. MR. KINGSTON: No problem at all.	14 15 16 17 18 19 20 21 22	A. Yes. Q. I believe that you discussed this before. But about a third of the way from the bottom of the page I see a reference to "CTA: Goodbye Windstream hello Spectrum." Do you see that? A. I do. Q. What does CTA refer to? A. Call to action.
	although reserve the right for redirect after John goes. THE WITNESS: Okay. MR. KINGSTON: Miss Greer, did you have anything? MS. GREER: I don't have any questions. MR. JUSTUS: Thanks, John. MR. KINGSTON: No problem at all. EXAMINATION BY MR. KINGSTON:	14 15 16 17 18 19 20 21 22 23	A. Yes. Q. I believe that you discussed this before. But about a third of the way from the bottom of the page I see a reference to "CTA: Goodbye Windstream hello Spectrum." Do you see that? A. I do. Q. What does CTA refer to? A. Call to action. Q. What is a call to action?
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	although reserve the right for redirect after John goes. THE WITNESS: Okay. MR. KINGSTON: Miss Greer, did you have anything? MS. GREER: I don't have any questions. MR. JUSTUS: Thanks, John. MR. KINGSTON: No problem at all. EXAMINATION BY MR. KINGSTON:	14 15 16 17 18 19 20 21 22 23	A. Yes. Q. I believe that you discussed this before. But about a third of the way from the bottom of the page I see a reference to "CTA: Goodbye Windstream hello Spectrum." Do you see that? A. I do. Q. What does CTA refer to? A. Call to action. Q. What is a call to action?

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		Page 121		Page 122
	1	- Peter Maguire -	1	- Peter Maguire -
	2	what I mean by that as it would normally set a	2	Q. So is it fair to suggest that the
	3	call to action would normally set along decide a	3	call to action, Goodbye Windstream, hello
	4	telephone number or a website URL.	4	Spectrum, was in your view encouraging the reader
	5	So in this case, this example that we	5	to take some action as opposed to predicting the
	6	provided, "Goodbye Windstream, hello Spectrum,"	6	ultimate outcome of Windstream bankruptcy?
	7	call 1-800, whatever the number was.	7	MR. JUSTUS: Object to form.
	8	Q. So is it fair to suggest that a call	8	Q. You can answer.
	9	to action is calling on the reader of the mailer	9	A. Okay. My understand the purpose
	10	to take some action?	10	of a call to action, to be very clear, in my in
	11	A. That is correct.	11	advertising, the purpose of a call to action is to
	12	Q. A call to action is exhorting a	12	encourage the recipient to do something. That's
	13	reader to do something?	13	what the purpose of it is.
	14	A. Exhorting, I don't know if I would	14	Q. Okay. Something that that I
	15	use that word. But encouraging a user to do	15	should have mentioned earlier is that from time to
	16	something.	16	time during my examination, my friend across the
	17	Q. Let me take another run at that with	17	table may object or just as I objected during
	18	your language. Is that all right, sir?	18	his on one or two occasions; when that happens,
	19	A. Yes, sir.	19	you still get the answer the question.
	20	Q. It's fair to say the call to action	20	A. Understood, okay.
	21	is encouraging a reader to do something?	21	Q. If you were represented by counsel
	22	A. That's correct.	22	today, there could be a circumstance where that
	23	Q. That would be in contrast to	23	lawyer would instruct you not to answer in which
	24	predicting a future event; is that right?	24	case that would be the only time when you wouldn't
	25	A. That's correct, yes.	25	answer. It's not really relevant here since
	23	71. That's correct, yes.	23	answer. It's not really relevant here since
		_ 100		- 104
		Page 123		Page 124
	1	Page 123 - Peter Maguire -	1	Page 124 - Peter Maguire -
	1 2		1 2	
		- Peter Maguire -		- Peter Maguire -
	2	- Peter Maguire - there's not a lawyer here.	2	- Peter Maguire - A. Yes.
	2	- Peter Maguire - there's not a lawyer here. Mr. Justus has been a gentleman in	2	 - Peter Maguire - A. Yes. Q. Do you know who made those notations,
	2 3 4	- Peter Maguire - there's not a lawyer here. Mr. Justus has been a gentleman in not taking advantage of the fact that you're not	2 3 4	- Peter Maguire - A. Yes. Q. Do you know who made those notations, Mr. Maguire?
	2 3 4 5	- Peter Maguire - there's not a lawyer here. Mr. Justus has been a gentleman in not taking advantage of the fact that you're not represented by counsel today and I'll try to do	2 3 4 5	- Peter Maguire - A. Yes. Q. Do you know who made those notations, Mr. Maguire? A. I do. That is Erin Mullane on my
	2 3 4 5 6	- Peter Maguire - there's not a lawyer here. Mr. Justus has been a gentleman in not taking advantage of the fact that you're not represented by counsel today and I'll try to do the same.	2 3 4 5 6	- Peter Maguire - A. Yes. Q. Do you know who made those notations, Mr. Maguire? A. I do. That is Erin Mullane on my team, that is her handwriting.
	2 3 4 5 6 7	- Peter Maguire - there's not a lawyer here. Mr. Justus has been a gentleman in not taking advantage of the fact that you're not represented by counsel today and I'll try to do the same. Does that all make sense to you, sir?	2 3 4 5 6 7	- Peter Maguire - A. Yes. Q. Do you know who made those notations, Mr. Maguire? A. I do. That is Erin Mullane on my team, that is her handwriting. Q. Very good.
•	2 3 4 5 6 7 8	- Peter Maguire - there's not a lawyer here. Mr. Justus has been a gentleman in not taking advantage of the fact that you're not represented by counsel today and I'll try to do the same. Does that all make sense to you, sir? A. Yes. Thank you. Q. So the two references I see to "goodbye Windstream, hello Spectrum" are both on	2 3 4 5 6 7 8	- Peter Maguire - A. Yes. Q. Do you know who made those notations, Mr. Maguire? A. I do. That is Erin Mullane on my team, that is her handwriting. Q. Very good. One of the things that you deal with
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	2 3 4 5 6 7 8 9 10 11	- Peter Maguire - there's not a lawyer here. Mr. Justus has been a gentleman in not taking advantage of the fact that you're not represented by counsel today and I'll try to do the same. Does that all make sense to you, sir? A. Yes. Thank you. Q. So the two references I see to "goodbye Windstream, hello Spectrum" are both on Exhibit 5 accompanied by the abbreviation CTA? A. Yes.	2 3 4 5 6 7 8 9 10 11 12	- Peter Maguire - A. Yes. Q. Do you know who made those notations, Mr. Maguire? A. I do. That is Erin Mullane on my team, that is her handwriting. Q. Very good. One of the things that you deal with in the direct mail business, I take it, Mr. Maguire, is font? A. Font? Q. Yes.
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		254 Pg 33	01 35	
		Page 125		Page 126
	1	- Peter Maguire -	1	- Peter Maguire -
	2	are not made that were consistent with	2	Q. Returning your attention sir to
	3	substituting one call of action with another.	3	Exhibit 5.
	4	Do you see that, sir?	4	A. 5, yeah. Yes.
	5	A. I do. Yeah, I do.	5	Q. Do you see on the page that bears the
	6	Q. It looks like, as I read Exhibit 2,	6	Bates number Charter 939, an electronic mail
	7	it looks like the call to action to make the	7	message from Jennifer Smith to a number of people
	8	switch to Spectrum today was going to be replaced	8	including you?
	9	by the call to action, goodbye Windstream, hello	9	A. I do.
	10	Spectrum.	10	Q. And I read about in the middle of
	11	Do you see that, sir?	11	the page under the heading, "Message"; "A tone to
	12	A. I do.	12	be consistent with Google but we cannot say things
	13	Q. And is there an indication on Exhibit	13	like abandoned or going away."
	14	2 as to whether a certain portion of that call to	14	Have I read that correctly, sir?
	15	action was to be placed in bold font?	15	A. Yes.
	16	A. Yes, that's the circle around hello	16	Q. At any time after Ms. Smith sent the
	17	Spectrum with the annotation bold.	17	electronic mail message on July 28, did anybody at
	18	Q. The introduction was to place the	18	Charter indicate to you that you should create a
	19	hello Spectrum in bold?	19	mailer that somehow predicted that, in fact,
	20	A. That's correct.	20	Windstream would be going away?
	21	Q. And was it your understanding that	21	A. Prediction of going away, no.
	22	would be to emphasize the hello Spectrum portion	22	Q. So on February 28 of 2019, Miss Smith
	23	of the call to action at the bottom of Exhibit 2?	23	from Charter indicated that we cannot say things
	24	A. That's the standard purpose of	24	like abandoned or going away, true?
-	25	bolding is to call attention and emphasize, yes.	25	A. She did.
		1 7		
		Page 127		Page 128
	_			
	1	- Peter Maguire -	1	- Peter Maguire -
	2	Q. And nobody at Charter ever told you	2	Q. Which is on electronic mail message
	3	that you, in fact, could say things like going	3	with what appears to be a PowerPoint attached to
	4	away?	4	it.
	5	A. That's correct.	5	A. Yes.
	6	Q. Did anybody at Charter ever suggest	6	Q. I'm looking at the first page of that
	7	to you that you can suggest that Windstream was	7	PowerPoint, sir, where there's a competitive alert
	8	going away?	8	that's printed in landscape mode.
	9	A. No.	9	A. Yes.
_	10	MR. JUSTUS: Object to form.	10	Q. Are you familiar with One Touch
	11	Q. If you'll skip down to the next line,	11	Intelligence?
	12	sir, I read that as follows: "Windstream has	12	A. We do not use One Touch Intelligence
	13	declared Chapter 11 but doesn't mean they wouldn't	13	as a source. We were provided this document.
	14	reorg to stay in business."	14	Q. Do you know who one who or what
	15	Have I read that correctly?	15	One Touch Intelligence is, excuse me?
	16	A. Yes, you have.	16	A. It's a tracking service but beyond it
	17	Q. Did anybody at Charter ever tell you	17	being a tracking service, no, I don't know.
	18	that they wanted to predict or convey the	18	Q. Okay. And there's an analyst contact
	19	prediction that Windstream wouldn't ultimately be	19	down at the bottom of the competitive alert.
	20	able to reorg reorganize and stay in business?	20	Do you see that, sir?
	21	A. No, we did not receive that specific	21	A. I do.
	22	direction, no.	22	Q. And the identification of Karen
	23	Q. Directing your attention, sir, to	23	Brown, I take it, then, sir, you don't know Miss
	24	Exhibit 4.	24	Brown either?
	25	A. One second.	25	A. I certainly do not, no.

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	Page 129		Page 130
1	- Peter Maguire -	1	- Peter Maguire -
2	MR. KINGSTON: I pass the witness.	2	get a hold of anyone about the question about
3	MR. JUSTUS: Why don't we take a	3	the MSA we talked about?
4	five-minute break and you could try to make	4	THE WITNESS: I phoned and the person
5	the phone call about the MSA and then I may	5	did not answer. So no, I wasn't able to
6	have one more question after that.	6	speak to anyone.
7	THE WITNESS: Okay. Can I so in	7	MR. JUSTUS: Okay. Would you be
8	very specific terms, what the question is?	8	willing to send me an e-mail with answers to
9	MR. JUSTUS: Is there an	9	those questions? If we conclude the
10	indemnification provision in the MSA; and if	10	deposition now, would you be willing to send
11	so, which party is indemnifying which party?	11	a follow-up e-mail that answers my questions
12	So is RAPP indemnifying Charter? Is	12	on the indemnification?
	Charter indemnifying RAPP?		
13		13	THE WITNESS: Yeah, it would be
14	And then: Does that relate to legal	14	helpful if you send me an e-mail with the
15	claims that would involve false advertising?	15	specific questions and I'm happy to response
16	Those are the questions.	16	to once I've spoken to the appropriate people
17	THE WITNESS: So I'll ask the	17	at RAPP.
18	question.	18	MR. JUSTUS: I will do that and I
19	THE VIDEOGRAPHER: We're off the	19	think I have your e-mail hundreds of times on
20	record at 1:09 p.m.	20	the documents
21	(Whereupon, there was a brief recess	21	THE WITNESS: Sure do.
22	in the proceedings.)	22	MR. JUSTUS: but would you tell me
23	THE VIDEOGRAPHER: We are now back on	23	again?
24	the record at 1:15 p.m.	24	THE WITNESS: It's Peter, P-E-T-E-R,
25	MR. JUSTUS: Peter, were you able to	25	dot Maguire M-A-G-U-I-R-E, at RAPP.com.
	Page 131		Page 132
		1	5
1	- Peter Maguire -	1	
1 2	- Peter Maguire - R-A-P-P, dot com.	1 2	ACKNOWLEDGEMENT
	R-A-P-P, dot com.		
2	R-A-P-P, dot com. MR. JUSTUS: Okay. No further	2	
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2 3 4	R-A-P-P, dot com. MR. JUSTUS: Okay. No further questions. MR. KINGSTON: I would just ask that	2 3 4	ACKNOWLEDGEMENT STATE OF NEW YORK)
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3	STATE OF NEW YORK)	3 WITNESS: PETER MAGUIRE
Į) ss.	4
5	COUNTY OF NEW YORK)	EXAMINATION BY PAGE 5
5		MR. JUSTUS 4
7	I, HOPE LYNN MENAKER, a Notary Public within	MR. KINGSTON 119
3	and for the State of New York, do hereby certify:	7 EXHIBITS FOR IDENTIFICATION
)	That PETER MAGUIRE, the witness whose	8 NUMBER DESCRIPTION PAGE
)	deposition is hereinbefore set forth, was duly	9
_	sworn by me and that such deposition is a true	1 Complaint & Subpoena 8
2	record of the testimony given by the witness.	2 Charter_000942 - 946 24
3	I further certify that I am not related to	11 3 Charter_00147 - 408 26
Į	any of the parties to this action by blood or	12 4 PowerPoint 34
	marriage, and that I am in no way interested in	13
5	the outcome of this matter.	5 Charter_000936 - 941 49
7	IN WITNESS WHEREOF, I have hereunto	6 Charter_006254 - 255 76
3	set my hand this 24th day of September, 2019.	7 Charter_006103 0- 104 85
)		16 8 Charter_010013_021 86
)		17 9 EM2019-Winstream 103
_	HOPE LYNN MENAKER	18
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2	ERRATA SHEET	
3	CASE NAME: Windstream v Charter	
4	DATE OF DEPOSITION: September 12, 2019	
5	WITNESS' NAME: Peter Maguire	
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Debtor

Defendants' Designations and Counter Designations
Debtor Counter Designations

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IN THE UNITED STATES BANKRUPTCY COURT	1	oOo
FOR THE SOUTHERN DISTRICT OF NEW YORK	2	APPEARANCES:
CHAPTER 11 CASE NO. 19-22312(RDD)	3	
/	4	REPRESENTING THE DEBTORS/PLAINTIFFS
In re:	5	KATTEN MUCHIN ROSENMAN, LLP
WINDSTREAM HOLDINGS, INC., et al.,	6	2900 K Street NW
Debterre	7	North Tower - Suite 200
Debtors,	8 9	Washington, D.C. 20007-5118
WINDSTREAM HOLDINGS, INC., et al., Plaintiffs,	10	BY: MICHAEL R. JUSTUS, ESQ.
VS.	11	
CHARTER COMMUNICATIONS, INC., and	12	
CHARTER COMMUNICATIONS OPERATING, LLC,	13	
Defendants.	14	REPRESENTING THE DEFENDANTS:
/	15	THOMPSON COBURN, LLP
The videotaped 30(b)(6) deposition of	16	One US Bank Plaza
KELLY CHRISTINE ATKINSON, in her capacity as	17	St. Louis, Missouri 63101
designated corporate representative for defendants,	18	DV. IOHN VINCETON ESO
was taken at the law offices of Wiggin and Dana, LLP, Two Stamford Plaza, Stamford,	19 20	BY: JOHN KINGSTON, ESQ.
Connecticut, before Mercedes Marney-Sheldon,	20	BY: NINO PRZULJ, ESQ.
CT-LSR #530, a registered professional reporter in the state of Connecticut and a notary public for the	22	DI. MINO I NZULJ, ESQ.
State of Connecticut, on Thursday, September 19,	23	
2019, at 9:25 a.m.	24	
	25	
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	8	Recross-examination by Mr. Kingston 235
New York, New York 10019-9601	9	
	10	INFORMATION REQUEST
DV. IOCEI VNIE CREED ESO		INSTRUCTION TO WITNESS: (None)
BY: JOCELYN E. GREER, ESQ.		REQUEST FOR PRODUCTION: (None)
		INFORMATION TO BE FURNISHED: (None)
		STIPULATIONS: (None)
ALSO PRESENT:	1	MOTIONS: (None) MARKED FOR RULING: (None)
	17	WINKIED FOR ROLLING. (NOIIC)
SERENA PARKER		E X H I B I T S
SERENA PARKER Charter Communications, Inc.		
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Charter Communications, Inc.	18 19	
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6	E-mail string initiated by John Hargis,		6 Charter's answer file in this on May 8	
	to Kelly Atkinson, dated April 5;		7 Defendants' Exhibit 11 150	
7	Bates-stamped Charter 031754		8 Composite exhibit. A document	
8	Defendants' Exhibit 4 61		Bates-stamped Charter -4484, and a document Bates-stamped Win -2064 through	
9	E-mail string, with top e-mail dated		-2071	
	March 27 from Matt Bury; Bates-stamped		10	
10	Charter -29749, through -29756 inclusive		Plaintiffs' Exhibit 12 155	
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LZ	E-mail string, starting with Bates Number Charter -6319		Document titled "TELCOTRAK, a service of	
13	Charter -0319		12 One Touch Intelligence competitive	
13	Defendants' Exhibit 6 81		monitoring and analysis of telco broadband	
14	Defendants Exhibit 0 81		13 and wireless activities," dated	
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16 17			16 Document titled "Competitive Alert," from	
L /	E-mail string, starting with Bates Number Charter -1217		One Touch Intelligence, dated February 25	
18	CHARTEL -121/		17	
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19	Determine Lamon 69		18	
⊥ <i>J</i>	E-mail string, with top e-mail dated		Multi-page document consisting of a	
20	April 2, from Kelly Atkinson to		19 stamped envelope with only a return	
	Keith Dardis; Bates-stamped Charter -7830		address (no company name), and a	
21	through -31		20 Windstream Kinetic TV mailing piece	
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23	E-mail dated February 22, from John Hargis		22 E-mail chain; Bates-stamped Charter -936	
23	to Kelly Atkinson, David Andreski,		through Charter -941 (Document previously marked as Chart 7 in May 1, 2019.	
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4	Keith Dardis, and Scott Niles; Bates-stamped Charter -514		deposition of Kelly Atkinson)	
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	INDEX CONTINUED E X H I B I T S MARKED FOR IDENTIFICATION Plaintiffs' Exhibit 16 Plaintiffs' Exhibit 16 I78 Windstream direct-mail offer related to Kinetic TV Plaintiffs' Exhibit 17 Another Windstream direct-mail piece Plaintiffs' Exhibit 18 A Windstream direct mailer, and an envelope Plaintiffs' Exhibit 19 Plaintiffs' Exhibit 19 Plaintiffs' Exhibit 20 I86 Exemplar of the envelope for the March 2019 direct mail Plaintiffs' Exhibit 21 Plaintiffs' Exhibit 21 E-mail chain, dated March 5, 2019; Bates-stamped Charter -1005 Plaintiffs' Exhibit 22 193		2	
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3 4	STIPULATIONS	2 3	THE VIDEOGRAPHER: This is Tape 1. We are now on the record at
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	Page 13		Page 14
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	MR. KINGSTON: John Kingston on	2	(Defendants' Exhibit Number 1 was
3	behalf of Charter. And with me is	3	marked for identification as of this
4	Nino Przulj and Serena Parker.	4	date.)
5	THE VIDEOGRAPHER: Will the court	5	MR. JUSTUS: So you want to just go
6	reporter please swear in the witness.	6	topic by topic right now?
7	(The witness was duly sworn by the	7	MR. KINGSTON: Sure.
8	court reporter.)	8	And maybe the most efficient way is,
9	MR. JUSTUS: Well, John, you and	9	I'll kind of just walk through the topics,
10	I talked before we got on the record.	10	and advise who will be appearing on what
11	I think there's going to be four different	11	topic.
12	witnesses called today, at least that's	12	MR. JUSTUS: Okay.
13	the expectation.	13	MR. KINGSTON: Ms. Atkinson,
14	Exhibit 1 is just going to be the	14	Kelly Atkinson, will be appearing for
15	second amended 30(b)(6) notice.	15	on Topics 1, 2, and 3, and, in part, for
16	So it may be easier for you and I to	16	Topic 4.
17	talk about those topics first, and who is	17	Latisha Truong, T-R-U-O-N-G, will be
18	going to be put forth on what topic.	18	appearing also on Topic 4, to discuss
19	MR. KINGSTON: I think that that's	19	Charter's training and directions.
20	perfect.	20	Ms. Atkinson will be appearing on
21	MR. JUSTUS: Okay.	21	Topics 5, 8, 9, and 10.
22	MR. KINGSTON: If you want to	22	Matt Kardos
23	MR. JUSTUS: So we had marked as	23	MR. JUSTUS: Hold on, I'm sorry.
24	Exhibit 1, the second amended notice.	24	Okay.
25		25	MR. KINGSTON: Matthew Kardos will be
	Page 15		Daga 16
			Page 16
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1 2	K.C. Atkinson - 09/19/19 appearing on Topic 7.	1 2	
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	Page 17		Page 18
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	MR. KINGSTON: (indiscernible	2	MR. JUSTUS: That's fine.
3	cross-talking)	3	MR. KINGSTON: And then Mr. Kardos
4	THE COURT REPORTER: All right, one	4	and Mr. Gunzel are both available this
5	at a time, please.	5	afternoon.
6	MR. KINGSTON: That's a good	6	I think we were looking at doing
7	that's a good interruption.	7	Mr. Kardos first, but I think there is
8	MR. JUSTUS: Yeah, I I, more or	8	some flexibility there, and I'm happy to
9	less, understand I'll start with	9	talk about it with you on a break.
10	Ms. Atkinson. And, of course, there's	10	MR. JUSTUS: But they'll be available
11	three other people if there's some things	11	starting at a certain time this afternoon?
12	she's not prepared for.	12	MR. KINGSTON: I would say, I think
13	MR. KINGSTON: Okay. Very good.	13	•
			they would be available anytime after
14	And Ms. Atkinson will be testifying	14	noon, but, I'm not positive on that.
15	on Topics 21, 22, 23, and 24.	15	MR. JUSTUS: Okay.
16	Mr. Gunzel will be testifying on	16	MR. KINGSTON: But my suspicion is,
17	Topic 25.	17	my hope is, that we'll be finished with
18	And Ms. Atkinson will be testifying	18	Ms. Atkinson by noon. We'll see.
19	on Topic 26.	19	MR. JUSTUS: Okay.
20	Ms. Atkinson is here now.	20	All right, we'll see how it goes.
21	MR. JUSTUS: Uh-huh.	21	All right. Well, thank you for that,
22	MR. KINGSTON: After she finishes,	22	John.
23	Ms. Truong, we'd like to get her on,	23	MR. KINGSTON: My pleasure.
24	because we'd like to get her on a flight	24	
25	to get back to Ohio.	25	
	Page 19		Page 20
_	1 K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
	2 KELLY CHRISTINE ATKINSON,	2	A. The same period of time.
	3 called as a witness, having been first	3	Q. The same period. Okay.
	4 duly sworn in by the court reporter,	4	A. Uh-huh.
	5 a notary public of the State of Connecticut,	5	Q. And are you based in Charter's
	6 is examined and testifies as follows:	6	Stamford office?
	7	7	A. I am.
	8	8	Q. Okay.
	9 DIRECT EXAMINATION	9	So there's two Charter entities that
	10	10	are defendants in this case.
	11 BY MR. JUSTUS:	11	Just to streamline things, I'm going
	12 Q. Can you please state your full name	12	to refer to them both as "Charter."
	13 for the record?	13	A. Okay.
	14 A. Kelly Christine Atkinson.	14	Q. Okay?
	Q. And you're currently an employee of	15	Okay. And you were deposed earlier
	16 Charter; right?	16	in this case; right?
	17 A. I am.	17	A. Yes.
	Q. And what's your job title?	18	Q. That was back, I think, it was
	19 A. I'm head of marketing for consumer,	19	May 1st. Does that sound right?
	and small and medium business.	20	A. May. I can't remember the exact
	Q. And how long have you been in that	21	date.
	22 role?	22	Q. Okay.
	A. It will be one year, September 28th.	23	And you have Exhibit 1 in front of
	- 4	I .	• • • • • • • • • • • • • • • • • • • •
	Q. And how long have you been employed	24	vou?
	Q. And how long have you been employed by Charter in total in any role?	24 25	you? THE THE COURT REPORTER: Uh-uh.

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	Page 21		Page 22
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	MR. JUSTUS: No.	2	A. No.
3	THE THE COURT REPORTER: One moment.	3	Q. Okay.
4	BY MR. JUSTUS:	4	Did you review any documents to
5	Q. And we just talked, I just spoke with	5	prepare?
6	your counsel, about the topics you're going to	6	A. Yes, I did.
7	testify here today.	7	Q. Which documents did you review?
8	Were you following along with his	8	A. I have copies of Keith Dardis and
9	comments on which topics you're going to be	9	Scott Niles' e-mails. And there were various
10	testifying here today?	10	marketing materials that I had looked at, just
11	A. I was. I just don't have them	11	general industry marketing materials.
12	marked, exactly.	12	Q. Okay. Starting with the e-mails,
13	Q. Right, but they sounded right to you	13	were those e-mails produced to Windstream in this
14	as he read them to me?	14	case?
15	A. Yes.	15	A. My understanding is yes.
16	Q. Okay.	16	Q. Okay. And they have little Bates
17	So what did you do to prepare for	17	numbers at the bottom?
18	this deposition?	18	A. I don't know what Bates numbers
19	A. I had a meeting with my attorneys	19	Q. There's numbers that says "Charter,"
20	last week, and yesterday.	20	and then some numbers after that, or
21	Q. Okay. Did you speak with anyone	21	A. Oh, yes.
22	other than your attorneys?	22	It says "Charter," and then it has
23	A. No.	23	six-digit numbers.
24	Q. Okay. No employees at Charter who	24	Q. Okay. I would expect those to be the
25	are not attorneys?	25	Bates numbers.
	Page 23		Page 24
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	A. Okay.	2	Just general. Pharmaceutical, Lyft,
3	Q. That's fine.	3	Instagram; basically, just coloring.
4	A. I wasn't familiar with the term.	4	Q. "Coloring"?
5	Q. So you brought those documents with	5	A. Coloring.
6	you?	6	Q. What do you mean by "coloring"?
7	A. Yes.	7	A. I know that one of the topics that
8	Q. Those are the only two e-mails that	8	I had been deposed on before was about the use of
9	you looked at to prepare?	9	the color on the envelope.
10	A. Yes.	10	And so I was looking at this
11	Q. Okay.	11	particular color pallet, which is a gradation,
12	A. For this topic.	12	which is more than frequently used in the
13	Q. Right.	13	industry.
14	And you mentioned you looked at	14	Q. Oh, okay.
15	marketing materials; is that right?	15	And when you say "industry," you
16	A. Yes.	16	mean
17	Q. Are those Charter's marketing	17	A. Marketing.
18	materials?	18	Q Internet and phone and TV
19	A. They were industry marketing	19	A. Marketing. Just overall marketing.
20	materials, just general visuals, because I was	20	Q. Oh, used in marketing across
21	looking at and Windstream's. I was looking at	21	(indiscernible cross-talking)
22	past communications that Windstream had done.	22	A. Just overall marketing across
23	Q. When you say "industry," you mean not	23	THE THE COURT REPORTER: Please,
24	Charter?	24	please, one at a time.
25	 A. Not Charter. Not Windstream. 	25	THE WITNESS: overall marketing

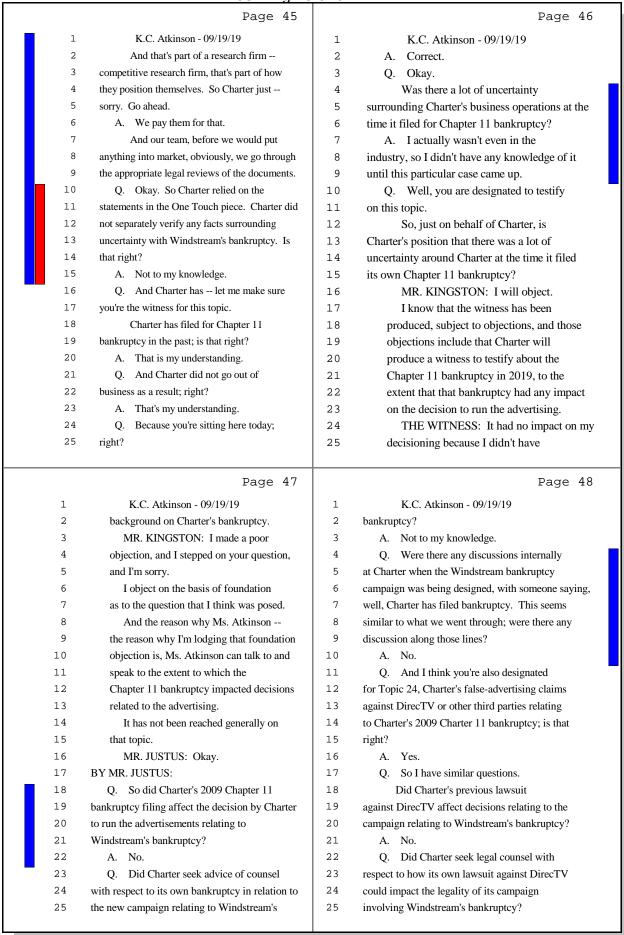
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	Page 25		Page 26
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	across, probably, 12 to 15 different	2	A. Yes.
3	industry segments.	3	Q. And one of the basic facts that
4	BY MR. JUSTUS:	4	I want to try to get to, without I have a
5	Q. Okay.	5	bunch of exhibits. I hope I don't need them.
6	So we've talked about all the	6	I'm just trying to figure, out of
7	documents that you looked at to prepare?	7	those three, which ones actually went out the
8	A. Yes.	8	door; which ones were actually sent out to
9	Q. Okay.	9	customers, potential customers, the public.
10	All right. So one of the things	10	The residential mailer and envelope
11	do you know that we took the deposition of	11	was sent out the door; right?
12	RAPP Worldwide last week? Are you aware that?	12	A. Yes.
13	A. I am aware of that.	13	Q. To, I think, over 800,000 people;
14	Q. Okay. One of the things we talked to	14	right?
15	RAPP about was how many different advertisements	15	A. Yes.
16	did they actually create for Charter, because	16	Q. The second project, the direct-sales
17	that was not clear to us.	17	flyer, did that actually go out the door to
18	A. Uh-huh.	18	customers, potential customers, or the public?
19	Q. And the witness for RAPP testified	19	A. No.
20	that there were three separate projects.	20	Q. Never went out the door?
21	One was a residential mailer and	21	A. It did not go out the door. It was
22	envelope;	22	paused. So it was not an authorized
23	Two, was a "direct-sales flyer," he	23	distribution.
24	referred to it as;	24	Q. So you're saying there may have been
25	And three was an e-mail campaign.	25	distribution that was unauthorized?
_			
	Page 27		Page 28
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	A. I'm aware that there were a few	2	Q. Uh-huh?
3	instances where it was. And those employees are	3	A. That was the eight-hundred
4	on corrective action right now, because it states	4	Q. Yes.
5	in our employee handbook that that's not	5	Aand-some-thousand.
6	authorized.	6	Q. And then the second project, which
7	MR. KINGSTON: I don't want to step	7	was the direct-sales flyer?
8	on your record, Counsel, but I you	8	A. And that was not distributed.
9	I understood counsel's question to be	9	Q. Not it was not authorized to be
10	directed to the flyer that was being	10	distributed, but it may have been distributed
11	prepared at RAPP, pursuant to the	11	A. It was not
12	instructions of Mr. Bury.	12	Q on an unauthorized basis, is that
13	And the witness may have been talking	13	what you said?
14	past you to about distributions made by	14	A. It was not authorized to be
15	Mr. Walker that were not the "Bury"	15	distributed. In fact, the program was canceled.
16	flyers.	16	Q. And I think you said you're aware of
17	I'm not sure you guys are on the same	17	instances where it was distributed, but it was
18	page.	18	not authorized. So it was distributed in a way
19	I will not interrupt again.	19	that was, I think you said, contrary to Charter
20	BY MR. JUSTUS:	20	policy. Is that right?
21	Q. Do you need to change anything you've	21	A. Yes.
22	testified based on your counsel's comments?	22	Q. Okay. And how many instances are you
23	A. My understanding, and what I had	23	aware of where that sales flyer was distributed?
24	testified on, what went out was the direct	24	A. I'm aware of two, of Charter
25	mailing.	25	employees;
I 23		1 -	

	Page 29		Page 30
	1 K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
	2 And one third party, a Walmart	2	was an unidentified individual.
	3 employee, that just came to light. But I have no	3	That we utilized third parties as
	4 background on that.	4	resellers, it's a common practice.
	5 Q. A Walmart employee, you say?	5	And this employee, apparently, made
	6 A. Yes, it was a Walmart employee.	6	reference to this. But I have no other details.
	7 Q. Okay.	7	Q. So Walmart is an authorized reseller
	8 And the two Charter employees, was	8	of Charter services?
	9 one Mr. Sites?	9	A. Yes.
		10	Q. But it would actually be Walmart
	11 my names. 12 Andrew Sites.	11	employees who do the selling activities?
		12	A. Yes.
	Q. And the other?	13	Q. Are they given a handbook or any
	14 A. Rebecca Root.	14	direction on how to sell Charter services?
	Q. Okay. So that's, Sites, S-I-T-E-S,	15	A. I don't actually have the details of
	and, Root, R-O-O-T. Right?	16	what they're done
	17 A. Yes.	17	Q. Okay.
	Q. What about a Mr. Emmitt Walker?	18	A or, what they're provided.
	A. He made copies of the direct mailing	19	Q. And how did you become aware of that
	and distributed less than 10 of those.	20	Walmart employee?
	And he is also on probation, and	21	A. Yesterday, with discussion with my
	22 potential termination.	22	counsel.
	Q. Okay. And what do you know about the	23	Q. Okay.
	Walmart employee?	24	And has anyone at Charter attempted
	A. Nothing, actually, other than there		
	Page 31	25	to identify the Walmart employee? Page 32
1	Page 31 K.C. Atkinson - 09/19/19	1	Page 32 K.C. Atkinson - 09/19/19
2	Page 31 K.C. Atkinson - 09/19/19 A. Not to my knowledge.	1 2	Page 32 K.C. Atkinson - 09/19/19 A. No.
2	Page 31 K.C. Atkinson - 09/19/19 A. Not to my knowledge. That wouldn't my role.	1 2 3	Page 32 K.C. Atkinson - 09/19/19 A. No. Q. No.
2 3 4	Page 31 K.C. Atkinson - 09/19/19 A. Not to my knowledge. That wouldn't my role. Q. Okay. Whose role would that be to	1 2 3 4	Page 32 K.C. Atkinson - 09/19/19 A. No. Q. No. But there was an e-mail campaign that
2 3 4 5	Page 31 K.C. Atkinson - 09/19/19 A. Not to my knowledge. That wouldn't my role. Q. Okay. Whose role would that be to follow up on this?	1 2 3 4 5	Page 32 K.C. Atkinson - 09/19/19 A. No. Q. No. But there was an e-mail campaign that was created by RAPP
2 3 4 5 6	Page 31 K.C. Atkinson - 09/19/19 A. Not to my knowledge. That wouldn't my role. Q. Okay. Whose role would that be to follow up on this? A. It would be, the leader of that team	1 2 3 4 5	Rage 32 K.C. Atkinson - 09/19/19 A. No. Q. No. But there was an e-mail campaign that was created by RAPP A. Yes.
2 3 4 5 6 7	Page 31 K.C. Atkinson - 09/19/19 A. Not to my knowledge. That wouldn't my role. Q. Okay. Whose role would that be to follow up on this? A. It would be, the leader of that team is Patty Eliason.	1 2 3 4 5 6	Page 32 K.C. Atkinson - 09/19/19 A. No. Q. No. But there was an e-mail campaign that was created by RAPP A. Yes. Q is that right?
2 3 4 5 6 7 8	Page 31 K.C. Atkinson - 09/19/19 A. Not to my knowledge. That wouldn't my role. Q. Okay. Whose role would that be to follow up on this? A. It would be, the leader of that team is Patty Eliason. Q. Okay. Is she on Mr. Dardin's (sic)	1 2 3 4 5 6 7 8	Rage 32 K.C. Atkinson - 09/19/19 A. No. Q. No. But there was an e-mail campaign that was created by RAPP A. Yes. Q is that right? It just never went out the door?
2 3 4 5 6 7 8	Page 31 K.C. Atkinson - 09/19/19 A. Not to my knowledge. That wouldn't my role. Q. Okay. Whose role would that be to follow up on this? A. It would be, the leader of that team is Patty Eliason. Q. Okay. Is she on Mr. Dardin's (sic) team?	1 2 3 4 5 6 7 8	R.C. Atkinson - 09/19/19 A. No. Q. No. But there was an e-mail campaign that was created by RAPP A. Yes. Q is that right? It just never went out the door? A. Yes.
2 3 4 5 6 7 8 9	R.C. Atkinson - 09/19/19 A. Not to my knowledge. That wouldn't my role. Q. Okay. Whose role would that be to follow up on this? A. It would be, the leader of that team is Patty Eliason. Q. Okay. Is she on Mr. Dardin's (sic) team? A. No. She's on she runs our third	1 2 3 4 5 6 7 8 9	R.C. Atkinson - 09/19/19 A. No. Q. No. But there was an e-mail campaign that was created by RAPP A. Yes. Q is that right? It just never went out the door? A. Yes. It's common practice that they
2 3 4 5 6 7 8 9 10	R.C. Atkinson - 09/19/19 A. Not to my knowledge. That wouldn't my role. Q. Okay. Whose role would that be to follow up on this? A. It would be, the leader of that team is Patty Eliason. Q. Okay. Is she on Mr. Dardin's (sic) team? A. No. She's on she runs our third parties and stores.	1 2 3 4 5 6 7 8 9 10	R.C. Atkinson - 09/19/19 A. No. Q. No. But there was an e-mail campaign that was created by RAPP A. Yes. Q is that right? It just never went out the door? A. Yes. It's common practice that they prepare various tactics for us. It doesn't mean
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2 3 4 5 6 7 8 9 10 11 12 13	R.C. Atkinson - 09/19/19 A. Not to my knowledge. That wouldn't my role. Q. Okay. Whose role would that be to follow up on this? A. It would be, the leader of that team is Patty Eliason. Q. Okay. Is she on Mr. Dardin's (sic) team? A. No. She's on she runs our third parties and stores. Q. Okay. A. She doesn't report to Keith.	1 2 3 4 5 6 7 8 9 10 11 12 13	R.C. Atkinson - 09/19/19 A. No. Q. No. But there was an e-mail campaign that was created by RAPP A. Yes. Q is that right? It just never went out the door? A. Yes. It's common practice that they prepare various tactics for us. It doesn't mean that we actually implement them. Q. Okay.
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		Page 33		Page 34
	1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
	2	customers.	2	or Mr. Kardos?
	3	And there's always the chance that a	3	A. Matt Kardos reports to
	4	Windstream mailing goes to someone who has no	4	David Andreski.
	5	Windstream service. They could have Verizon	5	Q. And so do you know the specific
	6	services.	6	geographic areas where the mailer was sent;
	7	But it's an opportunity to try to	7	states, for instance?
	8	make the communication a little more relevant so	8	A. Not really.
	9	that it can the call to action can be taken.	9	We track over 300 competitors.
_	10	Q. Okay. And the models, I think you	10	And Windstream is a very small
	11	said they try to determine where Windstream	11	competitor in our over 50-million passing.
	12	customers are located? Is that what you said?	12	Q. But this this specific residential
	13	A. Windstream, and over 300 different	13	mailer, do you know the states it was mailed to,
	14	competitors that we track.	14	in fact?
	15	Q. Right.	15	A. Not directly, no.
	16	How do the models work?	16	Q. Okay.
	17	A. I don't actually know. I don't run	17	MR. JUSTUS: Counsel, is there one of
	18	the models.	18	these witnesses who can tell us that?
	19	Q. Okay, who would know the answer to	19	MR. KINGSTON: Well, I
	20	that?	20	MR. JUSTUS: It's not a trick. It's
	21	A. That would be David Andreski's team.	21	just I just which states.
	22	He runs the different modeling and segmentation	22	MR. KINGSTON: Well, I mean, the
	23	for our business.	23	SO
	24	Q. Is anyone from his team going to be	24	MR. JUSTUS: I mean, we can have
	25	testifying here today, Ms. Truong or Mr. Gunzel	25	someone call on a break if we have to do
		Page 35		Page 36
		Page 35	1	Page 36
1		K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2		K.C. Atkinson - 09/19/19 that. But, it's just a basic fact we need	2	K.C. Atkinson - 09/19/19 BY MR. JUSTUS:
2 3		K.C. Atkinson - 09/19/19 that. But, it's just a basic fact we need today.	2	K.C. Atkinson - 09/19/19 BY MR. JUSTUS: Q. Okay.
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	Page 37		Page 38
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	Q. Do you know the exact date?	2	stated they wanted changed.
3	A. Mid-March. I actually don't recall	3	So the mailing, with the exception of
4	the exact date.	4	that line removed, went out again.
5	Q. And was there more than one mailing?	5	Q. The line being relating to
6	A. There was a second mailing.	6	"uncertainty"
7	We mail every two weeks, so there was	7	A. Correct.
8	a second mailing.	8	Q you said?
9	Q. And when was that?	9	Okay.
10	A. That would have been in early April.	10	MR. JUSTUS: Please mark this as
11	Q. Do you know the date?	11	Exhibit 2.
12	A. I do not.	12	(Defendants' Exhibit Number 2 was
13	Q. And that was the same exact	13	marked for identification as of this
14	direct-mail piece, both times, both batches?	14	date.)
15	A. No.	15	BY MR. JUSTUS:
16	Q. Okay, what were the differences	16	Q. And I'll represent, this is the
17	between those two mailers?	17	complaint that Windstream filed in this adversary
18	A. The first mailing went out, and it	18	proceeding involving Charter's advertising.
19	had a statement, it said, "uncertainty."	19	Some of the pages are redacted. This
20	And we received a communication from	20	is the public copy. But I'm not going to ask you
21	our legal that Windstream had, I guess,	21	about anything that's redacted.
22	complained about that from a cease-and-desist.	22	And if you would turn to page 13,
23	And so we corrected that and took it	23	please?
24 25	out.	24 25	Do you recognize that as the front
23	That was the only thing that they	23	page of the direct-mail piece we've been
	Page 39		Page 40
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	discussing?	2	April mailing.
3	A. Yes.	3	The March mailing was attached to
4	Q. And on page 14, do you recognize that	4	Windstream's motion for a TRO.
5	as the back page of the direct-mail piece we've	5	7771 A 11 111 A .
5	1 6	-	There was an April mailing that was
6	been discussing?	6	produced, that speaks for itself, that
6	been discussing?	6	produced, that speaks for itself, that
6 7	been discussing? A. Yes.	6 7	produced, that speaks for itself, that but it doesn't exclude the reference to
6 7 8	been discussing? A. Yes. Q. And so back on page 13, I see a line	6 7 8	produced, that speaks for itself, that but it doesn't exclude the reference to "uncertainty."
6 7 8 9	been discussing? A. Yes. Q. And so back on page 13, I see a line that says, "Windstream has filed for Chapter 11	6 7 8 9	produced, that speaks for itself, that but it doesn't exclude the reference to "uncertainty." The April mailing was an attachment
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	Page 41		Page 42
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	pallets that were destroyed?	2	Q. Could you
3	A. Yes.	3	A. Did you get my
4	Q. Okay.	4	Q. Could you call the gentleman
5	Was there any other mailing?	5	A first deposition
6	It was just those two, one in March,	6	Q. Sorry, sorry to interrupt.
7	one in April, is that it?	7	Could you call the gentleman on a
8	A. Those two mailings.	8	break and just ask those two dates?
9	But we we mail to all of our	9	A. Yes.
10	customers all of our prospects in our	10	Q. Just a basic fact that we need for
11	50-plus-million homes passed.	11	the record today.
12	So there were subsequent mailings,	12	A. Yes.
13	but they didn't have anything to do with this	13	Q. Thank you very much.
14	creative. They would have just been our general	14	Did Charter run any TV ads relating
15	templates.	15	to Windstream's bankruptcy?
16	Q. They didn't mention Windstream's	16	A. No.
17	bankruptcy?	17	Q. How about radio ads relating to the
18	A. Correct, no, they did not.	18	bankruptcy?
19	Q. That's fine. Thank you.	19	A. No.
20	So how would we be able to find out	20	Q. How about Internet or online ads
21	the exact dates in March and April that those	21	relating to Windstream's bankruptcy?
22	mailings went out?	22	A. No.
23	A. I can on my staff I have a	23	
24	gentleman who would have the exact dates.	24	Q. So other than the residential direct-mail piece that we've talked about, no
25	I just don't recall them.	25	other ads went out the door that referenced
	Page 43		Page 44
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	Windstream's bankruptcy; is that right?	2	means uncertainty.
3	A. That is correct.	3	And that was utilized as part of the
4	Q. Okay.	4	d 1.1. DADD C
			creative approach that was provided to RAPP for a
5	All right. So turning back to the	5	creative approach that was provided to RAPP for a brief.
6	All right. So turning back to the direct-mail piece on page 13 in Exhibit 2, what		
		5	brief.
6	direct-mail piece on page 13 in Exhibit 2, what	5 6	brief. Q. Was there any detail in that
6 7	direct-mail piece on page 13 in Exhibit 2, what was Charter's factual basis for saying that	5 6 7	brief. Q. Was there any detail in that One Touch piece explaining what "uncertainty"
6 7 8	direct-mail piece on page 13 in Exhibit 2, what was Charter's factual basis for saying that Chapter 11 bankruptcy meant uncertainty?	5 6 7 8	brief. Q. Was there any detail in that One Touch piece explaining what "uncertainty" meant?
6 7 8 9	direct-mail piece on page 13 in Exhibit 2, what was Charter's factual basis for saying that Chapter 11 bankruptcy meant uncertainty? A. We directly we track over	5 6 7 8 9	brief. Q. Was there any detail in that One Touch piece explaining what "uncertainty" meant? A. It went into some detail. I don't
6 7 8 9 10	direct-mail piece on page 13 in Exhibit 2, what was Charter's factual basis for saying that Chapter 11 bankruptcy meant uncertainty? A. We directly we track over 300 different competitors in our footprint.	5 6 7 8 9	brief. Q. Was there any detail in that One Touch piece explaining what "uncertainty" meant? A. It went into some detail. I don't have the document with me right now. But it is
6 7 8 9 10	direct-mail piece on page 13 in Exhibit 2, what was Charter's factual basis for saying that Chapter 11 bankruptcy meant uncertainty? A. We directly – we track over 300 different competitors in our footprint. One Touch is a third party that the	5 6 7 8 9 10 11	brief. Q. Was there any detail in that One Touch piece explaining what "uncertainty" meant? A. It went into some detail. I don't have the document with me right now. But it is through our competitive analysis, and it talked
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Page 49		Page 50
K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
A. Not to my knowledge.	2	not to assert a privilege.
Q. Did anyone at Charter go back and	3	MR. JUSTUS: That's fine.
review documents from the DirecTV case during the	4	THE VIDEOGRAPHER: We are off the
period of time when it was considering and	5	record at 10:02 a.m.
creating the campaign relating to Windstream's	6	(Off the record.)
bankruptcy?	7	(Back on the record.)
A. Not to my knowledge.	8	THE VIDEOGRAPHER: We are back on the
MR. JUSTUS: Can we please mark this	9	record at 10:08 a.m.
as Exhibit 3?	10	MR. JUSTUS: Okay. I had a
(Defendants' Exhibit Number 3 was	11	discussion with counsel for Charter.
marked for identification as of this	12	Charter would like to claw back as
date.)	13	privileged, the second sentence on
BY MR. JUSTUS:	14	document it's Exhibit 3,
Q. Have you seen Exhibit 3 before?	15	Charter 031754, on privilege grounds, for
A. Yes.	16	purposes of this deposition.
MR. JUSTUS: Counsel?	17	We'll stipulate to that, but reserve
MR. KINGSTON: Yeah, we're going to	18	our right to revisit when I have a chance
take a break, for the purpose of	19	to analyze it more fully.
discussing whether or not to assert a	20	MR. KINGSTON: That's fine, Counsel.
privilege. It will be a short one.	21	And thank you for the courtesy.
I just want to make sure	22	MR. JUSTUS: Thank you.
I understand, with somebody being referred	23	
to in this e-mail as so we'll go off	24	
for just a moment to talk about whether or	25	
Page 51		Page 52
	1	K.C. Atkinson - 09/19/19
K.C. Alkinson - 09/19/19	2	
THE FULL RESEARCH AND		vote on when we take a risk," what is that
DIRECT EXAMINATION CONTINUED	3	referring to?
	3 4	referring to? A. I report to John. And, typically,
BY MR. JUSTUS:	3 4 5	referring to? A. I report to John. And, typically, any changes to plan would go directly to him.
BY MR. JUSTUS: Q. So, Ms. Atkinson, have you seen	3 4 5 6	referring to? A. I report to John. And, typically, any changes to plan would go directly to him. But with my joining Charter, they
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BY MR. JUSTUS: Q. So, Ms. Atkinson, have you seen Exhibit 3 before, before today? A. When it was sent to me.	3 4 5 6 7 8	referring to? A. I report to John. And, typically, any changes to plan would go directly to him. But with my joining Charter, they come to me now. So he is referencing that he would
BY MR. JUSTUS: Q. So, Ms. Atkinson, have you seen Exhibit 3 before, before today? A. When it was sent to me. Q. Okay. And this was sent to you on	3 4 5 6 7 8	referring to? A. I report to John. And, typically, any changes to plan would go directly to him. But with my joining Charter, they come to me now. So he is referencing that he would like to be part of that conversation.
BY MR. JUSTUS: Q. So, Ms. Atkinson, have you seen Exhibit 3 before, before today? A. When it was sent to me. Q. Okay. And this was sent to you on April 5th; right?	3 4 5 6 7 8 9	referring to? A. I report to John. And, typically, any changes to plan would go directly to him. But with my joining Charter, they come to me now. So he is referencing that he would like to be part of that conversation. Q. And what risk is being discussed
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BY MR. JUSTUS: Q. So, Ms. Atkinson, have you seen Exhibit 3 before, before today? A. When it was sent to me. Q. Okay. And this was sent to you on April 5th; right? A. Correct. Q. Okay. And in the e-mail to you, from Mr. Hargis, on April 5th, it says "I would like to know when we get these." What is that referring to? A. That any communication from competitors that we receive, to our legal, he wants to be aware of them. Q. From competitors to your legal department, is that what you said? A. A cease and desist, as example. Q. Okay. Is this relating to	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. I report to John. And, typically, any changes to plan would go directly to him. But with my joining Charter, they come to me now. So he is referencing that he would like to be part of that conversation. Q. And what risk is being discussed here? A. When we do a competitive claim against any of the 300-plus companies that compete in our footprint, we are factual and straightforward on what we receive from the third party, One Touch, that I mentioned. It could pertain to offers, or other. And we will often use those in our competitive messaging to customers. Q. And this specific e-mail string, the subject line is: Re Windstream. Are you discussing Windstream
BY MR. JUSTUS: Q. So, Ms. Atkinson, have you seen Exhibit 3 before, before today? A. When it was sent to me. Q. Okay. And this was sent to you on April 5th; right? A. Correct. Q. Okay. And in the e-mail to you, from Mr. Hargis, on April 5th, it says "I would like to know when we get these." What is that referring to? A. That any communication from competitors that we receive, to our legal, he wants to be aware of them. Q. From competitors to your legal department, is that what you said? A. A cease and desist, as example.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. I report to John. And, typically, any changes to plan would go directly to him. But with my joining Charter, they come to me now. So he is referencing that he would like to be part of that conversation. Q. And what risk is being discussed here? A. When we do a competitive claim against any of the 300-plus companies that compete in our footprint, we are factual and straightforward on what we receive from the third party, One Touch, that I mentioned. It could pertain to offers, or other. And we will often use those in our competitive messaging to customers. Q. And this specific e-mail string, the subject line is: Re Windstream.
	A. Not to my knowledge. Q. Did anyone at Charter go back and review documents from the DirecTV case during the period of time when it was considering and creating the campaign relating to Windstream's bankruptcy? A. Not to my knowledge. MR. JUSTUS: Can we please mark this as Exhibit 3? (Defendants' Exhibit Number 3 was marked for identification as of this date.) BY MR. JUSTUS: Q. Have you seen Exhibit 3 before? A. Yes. MR. JUSTUS: Counsel? MR. KINGSTON: Yeah, we're going to take a break, for the purpose of discussing whether or not to assert a privilege. It will be a short one. I just want to make sure I understand, with somebody being referred	A. Not to my knowledge. Q. Did anyone at Charter go back and review documents from the DirecTV case during the period of time when it was considering and creating the campaign relating to Windstream's bankruptcy? A. Not to my knowledge. MR. JUSTUS: Can we please mark this as Exhibit 3? (Defendants' Exhibit Number 3 was 11 marked for identification as of this date.) BY MR. JUSTUS: Q. Have you seen Exhibit 3 before? A. Yes. MR. JUSTUS: Counsel? MR. KINGSTON: Yeah, we're going to take a break, for the purpose of discussing whether or not to assert a privilege. It will be a short one. I just want to make sure I understand, with somebody being referred to in this e-mail as so we'll go off for just a moment to talk about whether or Page 51 K.C. Atkinson - 09/19/19 1

		0101	
	Page 53		Page 54
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	Windstream that's being discussed here?	2	with doing or saying something.
3	A. He thought that I had perhaps stopped	3	MR. KINGSTON: Just a I'm going to
4	mailings.	4	instruct the witness to answer the
5	Q. Is that the direct-mail pieces that	5	question, to the extent that she can do
6	we talked about earlier?	6	so, without disclosing confidential
7	A. Yes.	7	communications with your lawyers.
8	Q. And so there was he's saying there	8	So if you can answer the question
9	may be a risk with continuing to send out the	9	THE WITNESS: Yes.
10	mailings?	10	MR. KINGSTON: without disclosing
11	A. I'm not really sure how he thought of	11	confidential communications with your
12	it. We didn't have a direct conversation on	12	lawyers, you can answer.
13	that, other than this e-mail.	13	If you can't, I would instruct you
14	Q. Was there ever a vote relating to	14	not to answer.
15	that risk, as he is asking for here?	15	I'm sorry, Counsel. I didn't
16	A. There was never a vote, no.	16	understand the question to be asking that,
17	Q. Was there ever further discussion	17	so I that's why I interrupted in the
18	about the risk that he's asking for here?	18	middle of her response rather than after
19	A. Not on this, no.	19	your question.
20	Q. And then the final sentence in that	20	MR. JUSTUS: I don't know what the
21	e-mail, "I could also help influence a more	21	sentence means, that's why I'm asking.
22	marketing-friendly outcome," what does that	22	But if the sentence is relating to
23	relate to?	23	substantive legal advice, then
24	A. Oftentimes, when our attorneys will	24	I understand the objection.
25	provide us counsel on, there is a risk associated	25	But I don't know.
	F		
	Page 55		Page 56
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	MR. KINGSTON: Maybe the better	2	A. No.
3	objection I should have made is, lack of	3	Q. Okay, fair enough.
4	foundation as to what Mr. Hargis was	4	So this is dated April 5th, and
5	referring to.	5	you're saying you had not stopped sending the
6	BY MR. JUSTUS:	6	mailer yet; right?
7	Q. Well, if you know, you can answer	7	A. Yes.
8	then.	8	Q. And so one of the things you were
9	MR. KINGSTON: If you know, and you	9	going to check on a break was the date of that
10	know that it's not actually, if you	10	second batch of mailers.
11	know, and you know that it's if the	11	So it's obviously after April 5th;
12	witness knows that Mr. Hargis was	12	right?
13	referring to conversations with counsel,	13	A. Yes.
14	she can disclose that.	14	Q. Okay.
15	She can't disclose the substance of	15	Okay, you can set that aside.
16			• •
	any confidential communications with	1 16	So going back to Exhibit 1 again the
	any confidential communications with	16	So going back to Exhibit 1 again, the
17	counsel.	17	list of topics, do you have that in front of you?
17 18	counsel. THE WITNESS: I had never actually	17 18	list of topics, do you have that in front of you? A. Yes.
17 18 19	counsel. THE WITNESS: I had never actually heard that term before.	17 18 19	list of topics, do you have that in front of you?A. Yes.Q. If you turn to page 4, Topic 8?
17 18 19 20	counsel. THE WITNESS: I had never actually heard that term before. BY MR. JUSTUS:	17 18 19 20	list of topics, do you have that in front of you? A. Yes. Q. If you turn to page 4, Topic 8? I understood from counsel that you're
17 18 19 20 21	counsel. THE WITNESS: I had never actually heard that term before. BY MR. JUSTUS: Q. Which term?	17 18 19 20 21	list of topics, do you have that in front of you?A. Yes.Q. If you turn to page 4, Topic 8?I understood from counsel that you're prepared to testify on Topic 8; is that right?
17 18 19 20 21 22	counsel. THE WITNESS: I had never actually heard that term before. BY MR. JUSTUS: Q. Which term? A. "Marketing-friendly outcome."	17 18 19 20 21 22	 list of topics, do you have that in front of you? A. Yes. Q. If you turn to page 4, Topic 8? I understood from counsel that you're prepared to testify on Topic 8; is that right? A. Yes.
17 18 19 20 21 22 23	counsel. THE WITNESS: I had never actually heard that term before. BY MR. JUSTUS: Q. Which term? A. "Marketing-friendly outcome." Q. So you had no follow-up discussions	17 18 19 20 21 22 23	A. Yes. Q. If you turn to page 4, Topic 8? I understood from counsel that you're prepared to testify on Topic 8; is that right? A. Yes. Q. Okay.
17 18 19 20 21 22 23 24	counsel. THE WITNESS: I had never actually heard that term before. BY MR. JUSTUS: Q. Which term? A. "Marketing-friendly outcome." Q. So you had no follow-up discussions with Mr. Hargis about getting a more	17 18 19 20 21 22 23 24	A. Yes. Q. If you turn to page 4, Topic 8? I understood from counsel that you're prepared to testify on Topic 8; is that right? A. Yes. Q. Okay. Is Charter aware of any Windstream
17 18 19 20 21 22 23	counsel. THE WITNESS: I had never actually heard that term before. BY MR. JUSTUS: Q. Which term? A. "Marketing-friendly outcome." Q. So you had no follow-up discussions	17 18 19 20 21 22 23	A. Yes. Q. If you turn to page 4, Topic 8? I understood from counsel that you're prepared to testify on Topic 8; is that right? A. Yes. Q. Okay.

		01 01	
	Page 57		Page 58
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	expressed a belief that Charter's direct-mail	2	that we sent out.
3	piece was sent by Windstream?	3	And I understand the materials that
4	A. Not to my knowledge.	4	RAPP created, which were never utilized.
5	Q. Well, to Charter's knowledge, not to	5	And I'm aware of the
6	your personal knowledge.	6	eight-hundred-and-some
7	A. Not to my personal knowledge.	7	eight-hundred-plus-thousand customers on the mail
8	Q. Okay. Well, since it's a deposition	8	file that we provided, that were mailed this
9	of the corporation, you're designated for that	9	particular creative. And I'll get the exact
10	topic.	10	dates.
11	A. Uh-huh.	11	MR. JUSTUS: Well, John, I think you
12	Q. I'm not asking for your personal	12	know what I'm asking about.
13	knowledge; I'm asking for Charter's response on	13	And it sounds like (indiscernible
14	that issue.	14	cross-talking)
15	Is Charter aware of any Windstream	15	MR. KINGSTON: I think the answer is,
16	customers who have contacted Charter and	16	that we don't the the I can't
17	expressed a belief that Charter's direct-mail	17	speak for the company.
18	piece was sent by Windstream?	18	I think the company's answer is, that
19	A. I don't know how to answer that,	19	we don't know of any.
20	other than saying I don't know personally if any	20	We can if Ms. Atkinson can do
21	customers contacted us and specifically	21	something over a break, to allow her to
22	referenced that communication.	22	give that answer on behalf of the company,
23	Q. Well, so what did you do to prepare	23	as opposed to answering on personal
24	to testify on Topic Number 8?	24	knowledge, we'll try and do that over the
25	A. I understand the direct-mail pieces	25	break.
	The Tunions and the Chief man process		
	Page 59		Page 60
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
1		1	
2 3	But I don't think	2 3	We're worried about Windstream. MR. JUSTUS: Good.
4	MR. JUSTUS: Yeah, I had a you		
5	know, a number of questions about that,	4 5	BY MR. JUSTUS: Q. So, Ms. Atkinson, did you check with
6	that's obviously important to us, whether		· ·
	or not Windstream customers are calling up	6	anyone within the call center function of Charter
7	Charter, expressing confusion about	7	to check if any Windstream customers had called
8	various aspects.	8	in and expressed that belief?
9	And, you know, that's obviously	9	A. Not specifically on this, no.
10	within Topic 8.	10	Q. Did you do you said "not
11	So, we're going to need testimony	11	specifically."
12	from someone about that.	12	Did you do anything generally?
13	MR. KINGSTON: I think that what	13	A. Generally, we look across all of our
14	I think the what you're talking about	14	markets in terms of sales, and we see sales
15	would also be included in or, the	15	coming in. But, I don't listen to phone
16	answer to your question would also be	16	recordings on these to know if any customers
17	included in Topic 4, because I think what	17	specifically asked about that.
18	you're describing is Windstream customers	18	MR. JUSTUS: Well, John, I don't know
1 ^	calling Charter customer service	19	what to say. We need that testimony.
19	_		MIN K HALL A LL INC MALL Althor propers
20	representatives.	20	MR. KINGSTON: We'll either prepare
20 21	representatives. And Ms. Atkinson can speak to that,	21	Ms or, excuse me, Ms. Atkinson, but
20 21 22	representatives. And Ms. Atkinson can speak to that, and I think that that would that would	21 22	Ms or, excuse me, Ms. Atkinson, but we'll provide a witness who can I
20 21 22 23	representatives. And Ms. Atkinson can speak to that, and I think that that would that would maybe give put some meat on the bone as	21 22 23	Ms or, excuse me, Ms. Atkinson, but we'll provide a witness who can I I I think that we will get you a
20 21 22 23 24	representatives. And Ms. Atkinson can speak to that, and I think that that would that would maybe give put some meat on the bone as to why Charter is just not aware of any	21 22 23 24	Ms or, excuse me, Ms. Atkinson, but we'll provide a witness who can I I I think that we will get you a witness who can do that, or we will
20 21 22 23	representatives. And Ms. Atkinson can speak to that, and I think that that would that would maybe give put some meat on the bone as	21 22 23	Ms or, excuse me, Ms. Atkinson, but we'll provide a witness who can I I I think that we will get you a

1 2 3 4 5 6 7 8	Page 61 K.C. Atkinson - 09/19/19 MR. JUSTUS: Today, you mean? MR. KINGSTON: Yes. MR. JUSTUS: Okay.	1 2	Page 62 K.C. Atkinson - 09/19/19 record at 10:31 a.m.
2 3 4 5 6 7 8 9	MR. JUSTUS: Today, you mean? MR. KINGSTON: Yes.	2	
3 4 5 6 7 8 9	MR. KINGSTON: Yes.		record at 10:31 a.m.
4 5 6 7 8 9			
5 6 7 8 9	MR. JUSTUS: Okay.	3	MR. KINGSTON: Just for the record,
6 7 8 9		4	Charter is requesting to claw back the
7 8 9	Can we please mark this as Exhibit 4?	5	first sentence on Exhibit 4, which is
8	(Defendants' Exhibit Number 4 was	6	Bates-labeled Charter -29749, through
9	marked for identification as of this	7	-29756 inclusive.
-	date.)	8	And Charter has also requested, and
1.0	BY MR. JUSTUS:	9	with counsel discussed this earlier, to
10	Q. Exhibit 4, for the record, is	10	claw back the second sentence on
11	e-mails, with starting with Bates,	11	Exhibit on the first page of Exhibit 3,
12	Charter 029749.	12	which is Bates-labeled Charter 31754.
13	So go ahead and read through that,	13	Counsel, as I understand it, has
14	and let me know when you're ready, Ms. Atkinson.	14	agreed to forgo questioning related to
15	A. (Witness reviews document.)	15	those sentences that Charter has requested
16	MR. KINGSTON: Once again, going to	16	to claw back for this deposition,
17	take a break, for the purpose of	17	reserving all rights to (1) challenge
18	discussing whether or not to assert a	18	Charter's claw back, and (2) ask questions
19	privilege.	19	related to the claw-back sentences should
20	MR. JUSTUS: Okay.	20	that should that challenge prevail.
21	THE VIDEOGRAPHER: We are going off	21	And we would the intent of the
22	the record at 10:20 a.m.	22	parties is to provide the court reporter
23	(Off the record.)	23	with redacted versions of the exhibits,
24	(Back on the record.)	24	consistent with Charter's claw-back
25	THE VIDEOGRAPHER: We are back on the	25	request, with the understanding that those
	Page 63		Page 64
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	could be substituted for unredacted	2	sales reps.
3	versions with the same Bates numbers at a	3	And in the case of this particular
4	later date.	4	flyer, posting occurred, but we can track that
5	MR. JUSTUS: Agreed.	5	there were absolutely no downloads; meaning it
6	MR. KINGSTON: Great.	6	was never accessed
7		7	Q. Okay.
8	DIRECT EXAMINATION CONTINUED	8	A before it was removed.
9		9	Q. So RAPP provided the final creative
10	BY MR. JUSTUS:	10	to Charter, Charter uploaded it onto the Badger
11	Q. Okay, so, Ms. Atkinson, turning back	11	system, but Charter's records show there were no
12	to Exhibit 4, at the top you have a March 27th	12	downloads of this the piece from the Badger
13	e-mail from Matt Bury, B-U-R-Y. Right?	13	system?
14	A. Yes.	14	A. Correct. And we removed it.
15	Q. Okay. Is this e-mail string relating	15	Q. And how long was it up on the Badger
16	to the second project we talked earlier, which	16	system?
17	was the direct-sales flyer?	17	A. I believe it might have been a day or
18	A. Yes.	18	two. I don't actually have the specific dates.
19	Q. Okay. And that that flyer was	19	Q. Okay.
20	created by the RAPP agency; correct?	20	In the previous 30(b)(6) deposition
21	A. Yes.	21	on May 1st, Mr. Dardis testified that the Badger
22	Q. And how was this flyer intended to be	22	system does not tell you whether or not someone
23	distributed?	23	could have downloaded the flyer locally.
24	A. It's a website that called	24	Do you understand what he meant by
25	"Badger," where they post it for our direct field	25	that?

Page 65 K.C. Atkinson - 09/19/19		Page 66
K.C. Atkinson - 09/19/19	I	
	1	K.C. Atkinson - 09/19/19
MR. KINGSTON: Objection, lack of	2	he said, it's not imp it's not possible
foundation.	3	for Charter to know if someone got it
THE WITNESS: No.	4	locally.
BY MR. JUSTUS:	5	MR. KINGSTON: I don't think that
Q. Are you aware of any way someone	6	this witness disputes that testimony.
could have gotten this flyer off of Badger in a	7	MR. JUSTUS: Okay.
way that your systems would not track?	8	MR. KINGSTON: I think that
A. I do not. I don't have the explicit	9	there's the I think there was a
understanding of the working platform.	10	this witness doesn't know anything beyond
Q. And who would know the answer to	11	what Mr. Dardis testified to, which
that?	12	I think was I mean, I thought it as
A. Matt Bury and the team. He works for	13	I recall his testimony, it speaks for
me.	14	itself.
Q. Could you try to call Matt on a break	15	But I thought there was a
and ask him that question, whether or not it's	16	professional printing option that we could
possible someone could have downloaded the flyer	17	track. And there was an individual
off of Badger without it being tracked in your	18	option there was a kind of an
system?	19	individual download option that was not
MR. KINGSTON: We can we can reach	20	trackable.
out to Matt Bury, or we can answer that	21	And I don't think that
question for you.	22	MR. JUSTUS: Okay.
I mean, I	23	MR. KINGSTON: we can you
MR. JUSTUS: In Mr. Dardis's	24	probably want that from this witness, and
testimony, and that point is pretty clear,	25	not me. So we'll get you that information
Page 67		Page 68
K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
on a break.	2	A. Yes, I see it.
MR. JUSTUS: Okay, that would be	3	Q. And what did the wording, "Don't
great.	4	leave your business up to chance," refer to?
And from my point of view, if the	5	A. I don't really have the details on
answer is just the same as what Mr. Dardis	6	that particular phrase.
said, which is that that cannot be	7	I know this was a draft. So I did
tracked, the individual downloads, then	8	not see the progression of the creative.
we're fine with that.	9	But I know that the communication of
MR. KINGSTON: I do I we'll	10	"future uncertain" was the complaint filed. And
we'll confirm that.	11	that was communicated to the teams that we were
MR. JUSTUS: Okay. Thank you.	12	not phrasing it that way.
BY MR. JUSTUS:	13	Q. Okay. And so, not on your personal
Q. So you if you turn, Ms. Atkinson, to	14	knowledge, but just Charter's Charter's
page -29753?	15	understanding of what it meant by that wording,
A. Yes.	16	do you know what Charter meant when it said,
Q. So I understand that to be a draft	17	"Don't leave your business up to chance"?
version of the flyer which was later revised. Is	18	A. It was a creative draft from the RAPP
that right?	19	agency that came in, initially, on March 11th.
A. Yes.	20	But through the period of time, until
Q. You see the wording in that flyer, on	21	the 27th, I know it underwent a number of
-29753, "Windstream customers: Don't risk losing	22	revisions. So this that are that Matt
	23	datails out in terms of abangas
your Internet and phone services. Windstream		details out in terms of changes.
your Internet and phone services. Windstream filed for Charter 11. Their future is uncertain. Don't leave your business up to chance"?	24 25	Q. Okay. A. So regarding that particular
	THE WITNESS: No. BY MR. JUSTUS: Q. Are you aware of any way someone could have gotten this flyer off of Badger in a way that your systems would not track? A. I do not. I don't have the explicit understanding of the working platform. Q. And who would know the answer to that? A. Matt Bury and the team. He works for me. Q. Could you try to call Matt on a break and ask him that question, whether or not it's possible someone could have downloaded the flyer off of Badger without it being tracked in your system? MR. KINGSTON: We can we can reach out to Matt Bury, or we can answer that question for you. I mean, I MR. JUSTUS: In Mr. Dardis's testimony, and that point is pretty clear, Page 67 K.C. Atkinson - 09/19/19 on a break. MR. JUSTUS: Okay, that would be great. And from my point of view, if the answer is just the same as what Mr. Dardis said, which is that that cannot be tracked, the individual downloads, then we're fine with that. MR. KINGSTON: I do I we'll we'll confirm that. MR. JUSTUS: Okay. Thank you. BY MR. JUSTUS: Q. So you if you turn, Ms. Atkinson, to page -29753? A. Yes. Q. So I understand that to be a draft version of the flyer which was later revised. Is that right? A. Yes. Q. You see the wording in that flyer, on	THE WITNESS: No. BY MR. JUSTUS: Q. Are you aware of any way someone could have gotten this flyer off of Badger in a way that your systems would not track? A. I do not. I don't have the explicit understanding of the working platform. Q. And who would know the answer to that? A. Matt Bury and the team. He works for me. Q. Could you try to call Matt on a break and ask him that question, whether or not it's possible someone could have downloaded the flyer off of Badger without it being tracked in your system? MR. KINGSTON: We can we can reach out to Matt Bury, or we can answer that question for you. I mean, I MR. JUSTUS: In Mr. Dardis's testimony, and that point is pretty clear, Page 67 K.C. Atkinson - 09/19/19 on a break. MR. JUSTUS: Okay, that would be great. And from my point of view, if the answer is just the same as what Mr. Dardis said, which is that that cannot be tracked, the individual downloads, then we're fine with that. MR. KINGSTON: I do I we'll we'll confirm that. MR. JUSTUS: Okay. Thank you. BY MR. JUSTUS: Q. So you if you turn, Ms. Atkinson, to page -29753? A. Yes. Q. So I understand that to be a draft version of the flyer which was later revised. Is that right? A. Yes. Q. You see the wording in that flyer, on

	255 Pg 19	ot 61	
	Page 69		Page 70
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	statement, I didn't have any discussion on that	2	the public, other than, perhaps, if there were
3	phrasing.	3	downloads from the Badger system that were not
4	Q. And if you turn to the next-to-last	4	tracked by Charter; is that right?
5	page of Exhibit 4, it's Charter -29756?	5	A. That is correct.
6	A. Yes.	6	Q. Okay.
7	Q. Is that the final wording for this	7	And we talked about the third
8	flyer, the final draft?	8	project, the e-mail campaign.
9	A. It says 3/26.	9	No e-mails ever went out referencing
10	I don't know if it's the absolute	10	Windstream's bankruptcy; right?
11		11	A. That is correct.
12	final, but it definitely is a subsequent version from the initial.		
		12	Q. And that would include the e-mail
13	Q. So I will represent to you that	13	campaign that Charter asked RAPP to work on?
14	-29756 is the attachment to the first e-mail in	14	A. That is correct.
15	Exhibit 4, where we have the privilege redaction.	15	Q. And was there a second e-mail
16	So do you know if that March 27th	16	campaign from the Lyft Agency?
17	e-mail, if that would have been attaching the	17	A. Not to my knowledge.
18	final version, or were there subsequent revisions	18	Q. Okay.
19	after that?	19	A. I know there was there was a
20	A. I would not know that particular	20	proposed e-mail campaign. But since nothing
21	I don't know if this is the final version because	21	happened, I didn't go into detail on that.
22	it never happened.	22	MR. JUSTUS: Will you please mark
23	Q. Okay. But so you can say,	23	this as Exhibit 5?
24	definitively, that this sales flyer was never	24	
25	distributed to customers, potential customers, or	25	
	Page 71		Page 72
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	(Defendants' Exhibit Number 5 was	2	were being created, or drafted.
3	marked for identification as of this	3	Q. Did Lyft ever deliver a final
4	date.)	4	final creative for this e-mail campaign?
5	BY MR. JUSTUS:	5	A. Not to my knowledge.
6	Q. You can go ahead and take a look at	6	I think it's what it says, and
7	that, and let me know when you're ready.	7	I think the last message, "We never released
8	A. (Witness reviews document.)	8	this; correct?"
9	Yes.	9	And that was the understanding that
10	Q. Okay, ready?	10	we did not do any e-mails.
11	A. Yes. Uh-huh.	11	Q. Well, I know that's what this e-mail
12	Q. So Exhibit 5 is a string of e-mails,	12	says. But I for all I know, there could be
13	starting with Charter -6319.	13	other e-mails later than that, so I can't rely on
14	So I see some e-mail addresses on	14	that.
15	here, @WeAreLyft.com?	15	So are you able to testify that this
16	A. Yes.	16	e-mail campaign, referencing Windstream's
17	Q. Is that the Lyft Agency?	17	bankruptcy, it was never sent out publicly?
18	A. Yes.	18	A. It was never. Not
	0 4 11 4 4 4 11 1 4 4	19	Q. You're certain of that?
19	 Q. And is that an outside ad agency that 		
		20	A yes.
19	Q. And is that an outside ad agency that Charter uses to create marketing creative or collateral?	20 21	•
19 20	Charter uses to create marketing creative or		Q. Okay, you don't need to check with
19 20 21	Charter uses to create marketing creative or collateral? A. Yes.	21	•
19 20 21 22	Charter uses to create marketing creative or collateral? A. Yes.	21 22	Q. Okay, you don't need to check with anyone else? You're certain that this
19 20 21 22 23	Charter uses to create marketing creative or collateral? A. Yes. Q. Do you know what these e-mails are	21 22 23	Q. Okay, you don't need to check with anyone else? You're certain that this A. We didn't
19 20 21 22 23 24	Charter uses to create marketing creative or collateral? A. Yes. Q. Do you know what these e-mails are referring to?	21 22 23 24	Q. Okay, you don't need to check with anyone else? You're certain that thisA. We didn'tQ never went out?

3 4 dire 5 adve 6 from 7 8 page 9 adve 10 was 11 12 13 coun 14 15 16 17 18 lega 19 20 of M 21 22 23 24 25	K.C. Atkinson - 09/19/19 Q. Okay. And going back to the residential ct-mail piece that was in Exhibit 2, the only ertisement that actually did go out the door in Charter? This version that you see here on es 13 and 14 of Exhibit 2, was that ertisement reviewed by legal counsel before it sent out the door? A. Yes. Q. And was that Charter's in-house legal insel or an outside law firm? A. In-house. Q. Okay. No outside law firm? A. No. Q. What would have been the timing of ill-counsel review of this piece? A. The mailing occurred the latter part March, so, early March. Q. Okay. MR. JUSTUS: And, John, just as a follow-up to our privileged claw-back issues, you had mentioned advice-of-counsel defense.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	K.C. Atkinson - 09/19/19 Charter is not asserting that defense; right? Because, otherwise, I need to start exploring MR. KINGSTON: Charter is not asserting an advice-of-counsel defense related to the subject, advertising. THE WITNESS: Okay. Thank you. BY MR. JUSTUS: Q. So turning back to Exhibit 1, which is the list of topics for this deposition, Topic 4 is, "Charter's training, directions, and guidelines for customer service and sales personnel," et cetera. Counsel said that you may have partial knowledge on Topic 4; is that right? A. Yes. Q. So what knowledge do you have on Topic 4? A. The creation of the materials that we discussed by the agencies. And the deployment of the direct mail. Are we talking
2 3 4 dire 5 adve 6 from 7 8 page 9 adve 10 was 11 12 13 coun 14 15 16 17 18 lega 19 20 of M 21 22 23 24 25	Q. Okay. And going back to the residential ct-mail piece that was in Exhibit 2, the only ertisement that actually did go out the door in Charter? This version that you see here on es 13 and 14 of Exhibit 2, was that ertisement reviewed by legal counsel before it sent out the door? A. Yes. Q. And was that Charter's in-house legal insel or an outside law firm? A. In-house. Q. Okay. No outside law firm? A. No. Q. What would have been the timing of ill-counsel review of this piece? A. The mailing occurred the latter part March, so, early March. Q. Okay. MR. JUSTUS: And, John, just as a follow-up to our privileged claw-back issues, you had mentioned	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	Charter is not asserting that defense; right? Because, otherwise, I need to start exploring MR. KINGSTON: Charter is not asserting an advice-of-counsel defense related to the subject, advertising. THE WITNESS: Okay. Thank you. BY MR. JUSTUS: Q. So turning back to Exhibit 1, which is the list of topics for this deposition, Topic 4 is, "Charter's training, directions, and guidelines for customer service and sales personnel," et cetera. Counsel said that you may have partial knowledge on Topic 4; is that right? A. Yes. Q. So what knowledge do you have on Topic 4? A. The creation of the materials that we discussed by the agencies. And the deployment of the direct mail.
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24 25	issues, you had mentioned	24	
25	· · · · · · · · · · · · · · · · · · ·		The we taking
1	advice of counsel defense.		Q. That's on Topic 4?
			Q. That's on Topic 1.
	Page 75		Page 76
		,	
	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
	A yeah I'm sorry.	2	A Charter customers, yes.
3	Am I looking (indiscernible	3	Q. Not with respect to Windstream
	ss-talking)	4	customers who wanted to switch, for example?
5	Q. Exhibit 1, page 4, Topic 4?	5	A. That is correct.
6	A ah, okay. Sorry.	6	Q. Okay.
7	Ah, I'm sorry.	7	Is there a separate call center
8	Q. No, worries.	8	A. Yes.
9	A. Page 4.	9	Q for those types of calls?
10	(Witness reading under her breath.)	10	A. Yes. That would be the sales call
11	Yes, I would have partial information	11	center.
	out that.	12	Q. The sales call center.
13	Q. So which aspect of Topic 4 do you	13	A. The sales personnel, or field sales,
	e knowledge on?	14	that Keith Dardis manages.
15	A. I know what our company policies are,	15	Q. Is that something you have knowledge
	procedures, with regard to how customer	16	on, the sales call center?
	vice receives communication, and sales	17	A. Yes.
_	sonnel. But they I do not manage those	18	Q. Okay.
19 tear		19	Well, let's focus on that one, the
20	Q. Understood.	20	sales call center.
21	And "customer service," is that	21	Were there any directions or
	erring to a call center that takes calls from	22	guidelines in place for the sales call center as
	public?	23	it relates to calls regarding Windstream's
24		24	bankruptcy?
25	A. Yes, for existing customers. OurQ. Existing Charter customers?	25	A. No.

		ot 61	
	Page 77		Page 78
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	Q. Any training in that regard?	2	not sure whether there was any coordination. It
3	A. No.	3	seemed to go both ways.
4	Q. And how about, with respect to	4	So just that's one basic fact I want
5	complying with the Court's injunction in the	5	to try to understand today.
6	case in this case, was there any training	6	So I have with me, you know, several
7	given to the sales call center in that regard?	7	e-mails, where both you and Mr is it Dardin
8	A. No.	8	or Dardis?
9	Q. Any directions or guidelines in that	9	A. Dardis.
10	regard?	10	Q where both you and Mr. Dardis are
11	A. No.	11	on the same e-mail thread, talking about creating
12	Q. Okay, Topic 15 on page 5 of	12	plans for how to take advantage of Windstream's
13	Exhibit 1, "The nature and extent of any	13	bankruptcy.
14	coordination between Charter's various sales,	14	And to me that reflects that there's
15	advertising, creative, and marketing teams with	15	some level of coordination between, on the one
16	respect to creation and dissemination of the	16	hand, the direct-sales folks, and on the other
17	advertisements," are you here to testify on that	17	hand, the more traditional marketing folks, which
18	topic?	18	is in your area.
19	A. Yes.	19	A. Yes.
20	Q. Okay.	20	Q. I mean, is that accurate?
21	So I preparing for this, I read	21	A. I would say that my team is
22	through the transcript from your prior	22	responsible for providing materials that are
23	deposition, and Mr. Dardin's (sic) prior	23	going to market.
24	deposition.	24	And when we talk in our sales
25	And I to be honest, I honestly am	25	organization about activities that we're doing
	Page 79		Page 80
	Page 79 1 K.C. Atkinson - 09/19/19	1	Page 80
_		1 2	
1	1 K.C. Atkinson - 09/19/19		Page 80 K.C. Atkinson - 09/19/19
Ī	1 K.C. Atkinson - 09/19/19 2 that are incremental in nature, which was the	2	Page 80 K.C. Atkinson - 09/19/19 traditional marketing, would attend, relating to
Ī	1 K.C. Atkinson - 09/19/19 2 that are incremental in nature, which was the 3 Windstream, there's reference to it being	2	Page 80 K.C. Atkinson - 09/19/19 traditional marketing, would attend, relating to Windstream's bankruptcy and the messaging
Ī	1 K.C. Atkinson - 09/19/19 2 that are incremental in nature, which was the 3 Windstream, there's reference to it being 4 "incremental mail." We do over 60 million pieces	2 3 4	Page 80 K.C. Atkinson - 09/19/19 traditional marketing, would attend, relating to Windstream's bankruptcy and the messaging surrounding that?
	1 K.C. Atkinson - 09/19/19 2 that are incremental in nature, which was the 3 Windstream, there's reference to it being 4 "incremental mail." We do over 60 million pieces 5 of mail.	2 3 4 5	Page 80 K.C. Atkinson - 09/19/19 traditional marketing, would attend, relating to Windstream's bankruptcy and the messaging surrounding that? A. There weren't any meetings
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	that are incremental in nature, which was the Windstream, there's reference to it being "incremental mail." We do over 60 million pieces of mail. Based on the competitive tool, we took advantage of adding incremental mail to the mail flow for that month, based on the knowledge that we had seen in there from the third party. That same competitive tool is available to our sales organization. And, obviously, the in the market activities of our you know, the organization that Keith manages, are constant door-knocking for all prospects that are not our existing customers. And so timing would be consistent with when this was happening. But the actual "sitting down and plotting out" coordination, it's not to the level of detail that we go to, to have people specifically knock on those doors at the time mailing is dropping.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	K.C. Atkinson - 09/19/19 traditional marketing, would attend, relating to Windstream's bankruptcy and the messaging surrounding that? A. There weren't any meetings specifically on Windstream's bankruptcy. It's, more or less, our overall approach to acquiring customers. Q. But there were meetings in which Windstream's bankruptcy was discussed, where there were people from both the direct sales side and your more traditional marketing side? A. Not specific to a Windstream meeting, but the topic could have come up, yes. Q. Well, did the topic come up; were there meetings where Windstream's bankruptcy was discussed? A. Other than the mention from the competitive tool, not to my knowledge. Q. Okay. Now, were you ever invited to join any sales calls with the direct sales team to

1 K.C. Atkinson - 09/19/19 1 K.C. Atkinson - 0 2 that. 2 -626, there's a February 25 3 In this case, relating to the 4 Windstream bankruptcy, did the direct sales team 5 endeavor to align its messaging with the 6 messaging in the more traditional marketing, like 6 A. Yes. She's vice p 7 the residential direct-mail piece? 7 and medium-size business. 8 A. Not to my knowledge. 9 Q. Okay. 9 And it says, "Kelly 10 A. Again, we do over 60 million pieces 10 asked the marketing team to 11 of mail. And with over 300 competitors, we don't 12 go into that level of detail. 12 "This situation." 12 go into that level of detail. 13 MR. JUSTUS: Would you please mark 14 this as Exhibit 6. 14 A. It's that's the top 15 (Defendants' Exhibit Number 6 was 15 "Windstream." 16 marked for identification as of this 16 Q. So, "yes"? 17 A. Yes.	on your team, the tion? resident of small Atkinson has to develop a plan to
that. In this case, relating to the Windstream bankruptcy, did the direct sales team endeavor to align its messaging with the messaging in the more traditional marketing, like the residential direct-mail piece? A. Not to my knowledge. Q. Okay. Q. Okay. A. Again, we do over 60 million pieces of mail. And with over 300 competitors, we don't go into that level of detail. MR. JUSTUS: Would you please mark this as Exhibit 6. (Defendants' Exhibit Number 6 was marked for identification as of this 12 Jennifer Ingram 15 traditional marketing funct A. Yes. She's vice p. 7 and medium-size business. Q. Okay. 9 And it says, "Kelly asked the marketing team of asked the marketing to asked the	on your team, the tion? resident of small Atkinson has to develop a plan to
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8 A. Not to my knowledge. 9 Q. Okay. 9 A. Again, we do over 60 million pieces 10 asked the marketing team of mail. And with over 300 competitors, we don't 11 go into that level of detail. 12 "This situation." 13 MR. JUSTUS: Would you please mark 14 this as Exhibit 6. 15 (Defendants' Exhibit Number 6 was 16 marked for identification as of this 17 Q. So, "yes"?	Atkinson has to develop a plan to ing Windstream's
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14this as Exhibit 6.14A. It's that's the top15(Defendants' Exhibit Number 6 was15"Windstream."16marked for identification as of this16Q. So, "yes"?	pic,
16 marked for identification as of this 16 Q. So, "yes"?	
16 marked for identification as of this 16 Q. So, "yes"?	
17 date.) 17 A Vec	
= : \(\(\frac{1}{2} \) \(\frac{1} \) \(\frac{1}{2} \) \(\frac{1}{2} \) \(\frac	
18 BY MR. JUSTUS: 18 Q. Okay.	
19 Q. Go ahead and take a look, and let me 19 It goes on to say, "S	So we've started
20 know when you're ready. 20 thinking about this in partr	
21 A. (Witness reviews document.) 21 residential team."	1
22 Okay. 22 Is that reference to	the "residential
Q. So Exhibit 6 is e-mails, starting 23 team," would that be on th	e direct sales side or
24 with Charter -626. 24 on the traditional marketin	
So in the middle of that first page, 25 handle?	·
Page 83	Page 84
1 K.C. Atkinson - 09/19/19 1 K.C. Atkinson - 09	/19/19
2 A. Traditional marketing side. 2 A. Yes.	
3 Q. Okay. 3 Q. That's what you're	okay.
4 And then it goes on to say, "In 4 Thank you.	•
5 addition, we're exploring SMB-specific messages"? 5 And who is Chris Ca	zekaj (pronounced
6 A. Small-medium business. 6 as Zay-kaj.)	
7 Q. Okay. 7 A. No. I actually don'	t know how to
8 "e.g., talking points for sales 8 pronounce his name.	
9 teams." 9 (Clarification reques	sted by the
10 So that would be direct sales teams? 10 court reporter.)	•
	zekaj (pronounced as
12 because it's referring to the channel partners 12 Zi-zick.)	* *
and national account channels. 13 MR. KINGSTON: 1	ít's pronounced,
14 Q. What are those? 14 Czekaj (pronounced as	_
15 A. "Channel partners" would be a third 15 It's spelled, C-Z-E-K	
16 party selling on behalf of. 16 MR. JUSTUS: Czel	
17 And "national account channels" would 17 Chi-ki).	- 4
18 reference the larger "B" businesses that we work 18 MR. KINGSTON:	With a hard C.
19 with, that we go after. The sales teams that 19 BY MR. JUSTUS:	
20 solicit or, I should say, try to acquire those 20 Q. And what is his role	e with Charter?
21 national accounts. 21 A. He reports to Keith	
Q. Okay, so "sales teams" in this e-mail 22 serves as the vice president	
23 refers to direct sales teams? 23 channels.	J
24 A. Yes. 24 Q. Understood.	
25 Q. Is Walmart a channel partner? 25 So he's within the di	rect sales team?
-	

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	Page 85		Page 86
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	A. Yes.	2	Ms. Atkinson.
3	Q. Okay.	3	A. (Witness reviews document.)
4	So on this e-mail from	4	I'm ready.
5	Jennifer Ingram, there's people from the direct	5	Q. Okay. If you turn to the last page,
6	sales team and the more traditional marketing	6	Charter -1220?
7	function?	7	A. Yes.
8	A. Correct.	8	Q. In the paragraph that begins
9	Q. Okay.	9	"Finally," you see a reference to the Windstream
10	We have a few more questions on this	10	bankruptcy there; right?
11	line of questioning, and then we'll take a short	11	A. Yes.
12	break.	12	Q. Okay.
13	MR. KINGSTON: Ms. Atkinson, you can	13	And then if you flip to -1218, in the
14	take a break at any time you want. Your	14	middle of the page, there's an e-mail from
15	lawyer cannot.	15	Jennifer Ingram to you?
16	THE WITNESS: Okay.	16	A. Yes.
17	MR. JUSTUS: Will you please mark	17	Q. Is that e-mail inviting you to attend
18	this as 7.	18	a call?
19	(Defendants' Exhibit Number 7 was	19	A. A meeting. A monthly marketing
20	marked for identification as of this	20	in-person meeting.
21	date.)	21	Q. And it's not a call?
22	BY MR. JUSTUS:	22	A. There may be some people that call
23	Q. Exhibit 7 is e-mail, starting with	23	in, but it's mostly in-person here in Stamford.
24	Charter -1217.	24	Q. Okay.
25	Just let me know when you're ready,	25	And who attends that call; is that
	Page 87		Page 88
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	direct sales?	2	Q. Understood.
3	A. It would be everyone who is listed on	3	So on at this meeting did you
4	this e-mail on February 28th from Matt Bury, and	4	attend this meeting?
5	marketing.	5	A. No.
6	I'm looking.	6	Q. You did not.
7	There are salespeople listed from the	7	But people from the marketing
8	pricing team.	8	function
9	It's, pretty much, an overall,	9	A. Yes.
10	marketing, sales. It's not all-inclusive,	10	Q attended this meeting?
11	though.	11	A. Yes.
12	Q. And Mr. Dardis is on that	12	Q. And messaging relating to
		13	Windstream's bankruptcy was discussed at this
13	distribution list from the rebruary 28th e-mail.	1 13	WHIGSTEATH'S DANKINDLEV WAS UNCHSSELLATIONS
	distribution list from the February 28th e-mail; right?		- ·
13 14 15	right?	14	meeting?
14 15	right? A. Yes.	14 15	meeting? A. I wasn't there, but it references
14 15 16	right? A. Yes. Q. And what sorry, I don't recall if	14 15 16	meeting? A. I wasn't there, but it references something in Matt's summary.
14 15 16 17	right? A. Yes. Q. And what sorry, I don't recall if I already asked you this.	14 15 16 17	meeting? A. I wasn't there, but it references something in Matt's summary. But, again, I wasn't there.
14 15 16 17	right? A. Yes. Q. And what sorry, I don't recall if I already asked you this. What is Matt Bury's role within	14 15 16 17 18	meeting? A. I wasn't there, but it references something in Matt's summary. But, again, I wasn't there. And it's it has an article that
14 15 16 17 18	right? A. Yes. Q. And what sorry, I don't recall if I already asked you this. What is Matt Bury's role within the	14 15 16 17 18 19	meeting? A. I wasn't there, but it references something in Matt's summary. But, again, I wasn't there. And it's it has an article that was attached.
14 15 16 17 18 19	right? A. Yes. Q. And what sorry, I don't recall if I already asked you this. What is Matt Bury's role within the A. He is a director, working for	14 15 16 17 18 19 20	meeting? A. I wasn't there, but it references something in Matt's summary. But, again, I wasn't there. And it's it has an article that was attached. Q. And what was that article?
14 15 16 17 18 19 20	right? A. Yes. Q. And what sorry, I don't recall if I already asked you this. What is Matt Bury's role within the A. He is a director, working for Jennifer Ingram, in the SMB team, marketing team.	14 15 16 17 18 19 20 21	meeting? A. I wasn't there, but it references something in Matt's summary. But, again, I wasn't there. And it's it has an article that was attached. Q. And what was that article? A. "Bloomberg News" from 2/25.
14 15 16 17 18 19 20 21	right? A. Yes. Q. And what sorry, I don't recall if I already asked you this. What is Matt Bury's role within the A. He is a director, working for Jennifer Ingram, in the SMB team, marketing team. Q. On the marketing team	14 15 16 17 18 19 20 21 22	meeting? A. I wasn't there, but it references something in Matt's summary. But, again, I wasn't there. And it's it has an article that was attached. Q. And what was that article? A. "Bloomberg News" from 2/25. Q. Relating to Windstream's bankruptcy;
14 15 16 17 18 19 20 21 22 23	right? A. Yes. Q. And what sorry, I don't recall if I already asked you this. What is Matt Bury's role within the A. He is a director, working for Jennifer Ingram, in the SMB team, marketing team. Q. On the marketing team A. On the marketing team.	14 15 16 17 18 19 20 21 22 23	meeting? A. I wasn't there, but it references something in Matt's summary. But, again, I wasn't there. And it's it has an article that was attached. Q. And what was that article? A. "Bloomberg News" from 2/25. Q. Relating to Windstream's bankruptcy; right?
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K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
of1217?	2	A. (Witness reviews document.)
At the bottom there's an e-mail from	3	Yes.
you to Jennifer, copying a few others, March 8th.	4	Q. Okay.
Do you see that?	5	Exhibit 8 is e-mails, Charter -7830
A. Yes.	6	through -31.
Q. And you said, "Very nice. I also	7	At the top of the first page, this is
believe that this information is extremely	8	an April 2nd e-mail from you to Keith Dardis;
helpful for sales teams."	9	correct?
What did you mean by that?	10	A. It is.
A. I meant that having a better	11	Q. And what were you telling Keith in
transparency about overall marketing messages and	12	this e-mail?
tactics that we had in market would be	13	A. That we had pushback on the reference
informative for our sales organization.	14	to bankruptcy in our direct mail, and we took it
Q. Meaning the direct sales	15	out. And we state, "They declared it. Now's a
organization?	16	great time to switch."
A. Any sale any of the sales	17	Q. And, "pushback," what is that
channels: inbound sales, direct sales, outbound	18	referring to; pushback from whom?
telemarketing teams.	19	A. Windstream.
Q. Okay.	20	This was when Windstream communicated
(Defendants' Exhibit Number 8 was	21	to us that they had issue with that phrase.
marked for identification as of this	22	Q. Understood.
date.)	23	And why were you informing Mr. Dardis
BY MR. JUSTUS:	24	of that fact?
Q. Just let me know when you're ready.	25	A. Because he was aware, based on
Page 91		Page 92
1 K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2 subsequent communications, that we were doing	2	Q. Okay.
3 incremental mail on Windstream.	3	One more quick exhibit in this line
4 Q. And what impact does that have on his	4	of questioning, and then I promise we'll take a
5 direct sales function?	5	break.
	6	(Defendants' Exhibit Number 9 was
7 that he serves.	7	marked for identification as of this
8 Q. How so; can you elaborate on that?	8	date.)
9 A. Just letting him know, in addition to	9	MR. JUSTUS: Please mark this as
Google and ALLO, when we have opportunities from	10	Exhibit 9.
a competitive's perspective, particularly when	11	A. (Witness reviews document.)
Competitive Eye (ph.), the third party that	12	BY MR. JUSTUS:
• • • •	13	Q. Exhibit 9 is e-mail, Charter -514.
have topical competitive messaging for the	14	Please let me know when you're ready.
	15	A. I'm ready.
Google Fiber being another example.	16	Q. Okay.
- ·	17	This is an e-mail, February 22nd,
understand what's going on in the marketing side	18	from Jonathan Hargis to yourself, David Andreski,
19 of things?	19	Keith Dardis, and Scott Niles. Correct?
A. You would have to ask him, but	20	A. Yes.
21 I would say probably feeling that he understands	21	Q. The subject is Windstream. Correct?
	1 00	A. Yes.
a little more about what's happening.	22	
Q. Well, did you send this to him	23	Q. It says, "Looks like Windstream is
** •		
	K.C. Atkinson - 09/19/19 of1217? At the bottom there's an e-mail from you to Jennifer, copying a few others, March 8th. Do you see that? A. Yes. Q. And you said, "Very nice. I also believe that this information is extremely helpful for sales teams." What did you mean by that? A. I meant that having a better transparency about overall marketing messages and tactics that we had in market would be informative for our sales organization. Q. Meaning the direct sales organization? A. Any sale any of the sales channels: inbound sales, direct sales, outbound telemarketing teams. Q. Okay. (Defendants' Exhibit Number 8 was marked for identification as of this date.) BY MR. JUSTUS: Q. Just let me know when you're ready. Page 91 K.C. Atkinson - 09/19/19 subsequent communications, that we were doing incremental mail on Windstream. Q. And what impact does that have on his direct sales function? A. More of an awareness in the markets that he serves. Q. How so; can you elaborate on that? A. Just letting him know, in addition to Google and ALLO, when we have opportunities from a competitive's perspective, particularly when competitive Eye (ph.), the third party that I reference, provides opportunities for us to have topical competitive messaging for the markets, we do that. Google Fiber being another example. Q. So is it helpful for Mr. Dardis to understand what's going on in the marketing side of things?	K.C. Atkinson - 09/19/19 of1217? At the bottom there's an e-mail from you to Jennifer, copying a few others, March 8th. Do you see that? A. Yes. Q. And you said, "Very nice. I also believe that this information is extremely helpful for sales teams." What did you mean by that? A. I meant that having a better transparency about overall marketing messages and tactics that we had in market would be informative for our sales organization. Q. Meaning the direct sales organization? A. Any sale any of the sales channels: inbound sales, direct sales, outbound telemarketing teams. Q. Okay. (Defendants' Exhibit Number 8 was marked for identification as of this date.) BY MR. JUSTUS: Q. Just let me know when you're ready. Page 91 K.C. Atkinson - 09/19/19 subsequent communications, that we were doing incremental mail on Windstream. Q. And what impact does that have on his direct sales function? A. More of an awareness in the markets that he serves. Q. How so; can you elaborate on that? A. Just letting him know, in addition to Google and ALLO, when we have opportunities from 10 Google and ALLO, when we have opportunities from 11 a competitive Eye (ph.), the third party that 12 Competitive Eye (ph.), the third party that 13 I reference, provides opportunities for us to 14 have topical competitive messaging for the 15 markets, we do that. 16 Google Fiber being another example. 17 Q. So is it helpful for Mr. Dardis to 18 understand what's going on in the marketing side 19 of things?

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	Page 93		Page 94
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	DSR blitz plan?"	2	Q. Did he request or instruct that the
3	So what is this referring to?	3	marketing side and direct sales side keep in
4	A. John was bringing up the competitive	4	touch to make sure they know what each other is
5	intelligence that he was aware of, and that we	5	doing?
6	all had access to, that was outlining that	6	A. No.
7	Windstream was declaring bankruptcy, and whether	7	Q. Do the people on this e-mail ever
8	we were going to put together a plan.	8	have meetings or calls just amongst themselves,
9	Q. And what does "DSR blitz plan" mean?	9	what I would refer to as, you know, a high-level
10	A. Direct sales rep blitz plan.	10	leader call within the marketing and direct sales
11	Q. Okay.	11	functions?
12	And why was Mr. Hargis sending the	12	A. Yes. It's usually a broader group.
13	e-mail to both yourself and Mr. Dardis, given	13	Q. And how much broader?
14	that you're in two different functions, marketing	14	A. It can be as broad as the exhibit we
15	and direct sales?	15	just talked about, with that Matt Bury sent.
16	A. We both report to him, and he will	16	Q. Okay.
17	ask us to do marketing activities or do field	17	So in the previous exhibit, you sent
18	sales activities.	18	Mr. Dardis some information because you thought
19	And in this particular case, it was	19	it would be helpful for him
20	whether or not we were putting together a plan.	20	A. Yes.
21	Q. Did Mr. Hargis request or instruct in	21	Q on the direct sales side?
22	this case, relating to Windstream, that the	22	A. Yes.
23	direct sales side and marketing side coordinate	23	Q. So you do that of your own volition;
24	efforts?	24	that's not a company policy or an instruction
25	A. No.	25	you've received to keep in touch with the direct
	Page 95		Page 96
	Page 95 1	1	Page 96
	1 K.C. Atkinson - 09/19/19	1 2	K.C. Atkinson - 09/19/19
		2	K.C. Atkinson - 09/19/19 MR. JUSTUS: All right, let's take a
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1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	A. Not to my knowledge.	2	And earlier I believe you testified
3	Q. And you're saying in your personal	3	that Mr. Emmitt Walker, a Mr. Andrew Sites, and a
4	knowledge?	4	Ms. Rebecca Root have been disciplined by Charter
5	A. In my personal knowledge.	5	in relation to oral or written statements made
6	Q. Okay. Who would be able to answer	6	about Windstream's bankruptcy. Is that right?
7	that on behalf of Charter?	7	A. That is correct.
8	A. It would either be Keith Dardis or	8	Q. Has any other Charter employee been
9	Patty Eliason.	9	disciplined, other than those three people I just
10	Q. Okay.	10	named, in relation to statements made surrounding
11	MR. JUSTUS: So, John, that's another	11	Windstream's bankruptcy?
12	one we would like to get.	12	A. Not to my knowledge.
13	MR. KINGSTON: As far as guidance to	13	Q. And so, again, I have to ask it: If
14	channel partners	14	that's just your personal knowledge, how would we
15	MR. JUSTUS: Right.	15	get a definitive answer to that question?
16	MR. KINGSTON: related to	16	A. These employees, as I understand it,
17	Windstream?	17	are part of Keith Dardis's organization. And
18	MR. JUSTUS: Yeah, exactly.	18	would have you know, following the employee
19	Guidance, talking points, et cetera.	19	handbook on how we treat the employees if they do
20	MR. KINGSTON: I think we'll be able	20	something that's regarding unapproved
21	to educate Ms. Atkinson or a different	21	collateral, door tagging, using any of those
22	witness on that topic.	22	materials is not allowed.
23	MR. JUSTUS: Okay.	23	Q. Okay. And just to clarify, I just
24	BY MR. JUSTUS:	24	need to a definitive answer on behalf of
25	Q. All right.	25	Charter, if those are the only three employees
	ζ <u>.</u>		
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	rage 77		Page 100
1		1	
1 2	K.C. Atkinson - 09/19/19	1 2	K.C. Atkinson - 09/19/19
2	K.C. Atkinson - 09/19/19 who have been disciplined for making statements	2	K.C. Atkinson - 09/19/19 provided Ms. Atkinson with the information
2 3	K.C. Atkinson - 09/19/19 who have been disciplined for making statements in relation to Windstream's bankruptcy.	2 3	K.C. Atkinson - 09/19/19 provided Ms. Atkinson with the information related to all of the known instances of
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2	K.C. Atkinson - 09/19/19 who have been disciplined for making statements in relation to Windstream's bankruptcy. So if your personal knowledge doesn't give me a definitive 100 percent answer on	2 3	K.C. Atkinson - 09/19/19 provided Ms. Atkinson with the information related to all of the known instances of employees being disciplined in connection with using or, references to
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	Page 101		Page 102
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	Q. Okay, that's fine.	2	interrogatory
3	MR. JUSTUS: And no need to revisit	3	MR. JUSTUS: That was two days ago.
4	that, John, unless the witness's testimony	4	MR. KINGSTON: yeah (indiscernible
5	is not accurate.	5	cross-talking).
6	BY MR. JUSTUS:	6	MR. JUSTUS: Understood.
7	Q. Turning back to the Walmart employee	7	Yeah, that's all I'm saying.
8	who you mentioned earlier, I believe I asked you,	8	MR. KINGSTON: And it's fine.
9	do you know the identity of that employee? And	9	Look, what's going on with Lexington
10	you said no. Correct?	10	Walmart is a fair inquiry, and it's one
11	A. That is correct.	11	that we will look into and we will circle
12	Q. Is Charter doing any other	12	back with.
13	fact-gathering to look into that incident?	13	MR. JUSTUS: Okay.
14	A. It's under investigation.	14	BY MR. JUSTUS:
15	Q. Okay.	15	Q. When the channel partners sell
16	MR. JUSTUS: So, John, obviously,	16	Charter services on behalf of Charter, do they
17	that's something we'll follow up with you	17	wear a Charter hat or a Charter shirt?
18	on, to learn the facts when the	18	A. No.
19	investigation is complete, as part of	19	Q. No.
20	supplementary and discovery responses.	20	A. Not to my knowledge, no.
21	MR. KINGSTON: I think that's fine.	21	Q. So this would be a Walmart employee
22	I will note that this is that	22	in their normal Walmart-employee uniform
23	Charter's investigation started when	23	A. Yes.
24	Charter learned from Windstream of these	24	Q who stands at some sort of desk or
25	allegations on the I think, the	25	booth to sell Charter services.
	Page 103		Page 104
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	Is that fair?	2	Q. Okay.
3	A. Yes. It could be a desk, a booth, an	3	How many channel partners does
4	area of the store, where our products and	4	Charter have?
5	services would be communicated that they are an	5	A. I actually don't know the answer to
6	authorized reseller of our services.	6	that.
7	Q. Okay. And is that is that on some	7	Q. Do you know if it's more than five?
8	sort of sales contingency or percentage, or is	8	A. It is more than five.
9	there some sort of monthly or annual compensation	9	Q. More than 100?
10	to Walmart, for selling Charter services?	10	A. I don't know.
11	A. They are compensated for selling our	11	Q. And Walmart is a pretty big company,
12	services. The exact details I don't have. And	12	obviously, I'll make that representation, big
13	they vary by channel partners. They can vary.	13	company.
14	Q. Is it possible that it can be on a	14	Are channel partners generally very
15	commission-based system?	15	large companies, or could it be a very small
16	A. Yes, it's possible.	16	business as well?
17	Q. But you don't know if the	17	A. I'm not sure how you would define
18	Lexington Walmart, for example, you don't know	18	"small."
1.0	that that channel partner is on a	19	Q. 10 employees or less.
19		1 00	A. Typically not.
19 20	commission-based system?	20	in Typicany nou
	commission-based system? A. I know they're compensated for	20	Q. Okay.
20			
20 21	A. I know they're compensated for	21	Q. Okay.
20 21 22	A. I know they're compensated for selling our services. I don't have the details	21 22	Q. Okay.And Charter is not aware of any other
20 21 22 23	A. I know they're compensated for selling our services. I don't have the details of the exact structure of that compensation, and	21 22 23	Q. Okay. And Charter is not aware of any other channel partners that have made statements about

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	Page 105		Page 106
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	A. That's my understanding.	2	A. No.
3	Q. Just this one Walmart employee in	3	Q. Do you know when that would have
4	Lexington that we've been talking about?	4	stopped?
5	A. Yes.	5	A. When we received the request from the
6	I did not know it was Lexington,	6	judge, the PI and the TRO, which would have
7	though.	7	happened in early April.
8	Q. Okay. I believe it was.	8	Q. Okay. So after the judge issued the
9	A. Okay.	9	temporary restraining order in April, at that
10	Q. Does Charter have an in-house	10	point Charter stopped disseminating ads and
11	creative department in addition to using outside	11	promotional materials referencing Windstream's
12	agencies?	12	bankruptcy?
13	A. Yes.	13	A. That is correct.
14	Q. Did Charter's in-house creative	14	Q. Okay.
15	department design or create any collateral	15	Are any outside agencies currently
16	referencing Windstream's bankruptcy?	16	working on any drafts of any ads or materials
17	A. No, not to my knowledge.	17	that reference Windstream's bankruptcy?
18	Q. Would you know if they had?	18	A. No.
19	A. I would.	19	Q. Okay.
20	Q. So they have not?	20	MR. JUSTUS: Will you please mark
21	A. They have not.	21	this as I believe it's Exhibit 10?
22	Q. Okay.	22	Exhibit 10?
23	Is Charter currently disseminating	23	(Defendants' Exhibit Number 10 was
24	any ads or promotional materials referencing	24	marked for identification as of this
25	Windstream's bankruptcy?	25	date.)
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	BY MR. JUSTUS:	2	Q. And what is Charter's factual basis
3	Q. So I will represent to you that this	3	that it argued that it acted in good faith?
4	is Charter's answer filed in this case, May 8th.	4	A. I'm not sure I understand your
5	Have you seen this document before?	5	question.
6	A. I do not recall seeing this.	6	Q. Well so this is Topic in
7	Q. Well, take your time and flip	7	Exhibit 1, this is Topic 20, and I'll read it to
8	through, and let me know when you're ready.	8	you.
9	A. Okay.	9	It's Charter's admissions, denials,
10	(Witness reviews document.)	10	factual allegations, and affirmative defenses in
11	MR. KINGSTON: While the witness is	11	its answer in this adversary proceeding.
12	reviewing that	12	And your counsel objected, but said
13	(Off-the-record discussion.)	13	the witnesses will be put forward to testify on
14	(Back on the record.)	14	factual basis or factual underpinnings for the
15	BY MR. JUSTUS:	15	claims and defenses in here.
16	Q. Okay?	16	And so I understand that you are
17	A. Yes.	17	designated as one of four people who will testify
18	Q. Okay. If you turn to page 11,	18	on that topic.
19	please, you see the section, "Affirmative	19	Given that there's four people
20	Defenses"? Do you see that?	20	designated, I don't know which of these
	A. Yes.	21	26 affirmative defenses you have the knowledge on
21			among set the form moonly but the avection is
22	Q. So Affirmative Defense Number 2,	22	amongst the four people, but, the question is:
22 23	where it says, among other things, "Charter acted	23	In Affirmative Defense Number 2,
22	_		

	Page 109		Page 110
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	that it acted in good faith with respect to the	2	So for what it's worth, I I think
3	ads discussing Windstream's bankruptcy?	3	the facts that relate to this, that
4	MR. KINGSTON: I will object to the	4	Ms. Atkinson can speak to, would relate
5	question, to the extent that it calls for	5	generally to the direct mail
6	a legal conclusion.	6	MR. JUSTUS: I understand.
7	BY MR. JUSTUS:	7	MR. KINGSTON: and that stuff.
8	Q. Okay, you can answer.	8	
9			MR. JUSTUS: Okay.
10	A. I actually don't understand it.	9	MR. KINGSTON: If it's
11	Q. Okay. Well	10	MR. JUSTUS: Yeah, I understand the
12		11	objection. I think I have a way that can
	MR. KINGSTON: So I think that	12	help us both.
13	I mean, "good faith" is a legal term.	13	THE WITNESS: Okay.
14	I think that Ms. Atkinson can testify	14	And I think I understand the
15	as to the motivation and thinking related	15	clarification in terms of my role
16	to the direct-mail campaign at issue, and	16	MR. JUSTUS: Okay.
17	to the extent the judge, or somebody else	17	THE WITNESS: in this.
18	down the road, thinks that testimony is	18	MR. JUSTUS: Understood.
19	relevant to good faith. And that would	19	BY MR. JUSTUS:
20	those would be the facts that would be	20	Q. So the term "good faith," it is, of
21	relevant on that topic.	21	course, a legal term. I'm not going to try to
22	But I I don't know that	22	hide the ball on that.
23	Ms. Atkinson can do what the lawyer is	23	But, this in ordinary parlance,
24	supposed to do, in try to apply the facts	24	you've heard people say "good faith"
25	to that to those legal claims.	25	A. Yes.
	Page 111		Page 112
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
1 2	K.C. Atkinson - 09/19/19 Q meaning, not in bad faith, not	1 2	K.C. Atkinson - 09/19/19 That was the only request that was
2	Q meaning, not in bad faith, not	2	That was the only request that was
2 3	Q meaning, not in bad faith, not intentionally	2 3	That was the only request that was made.
2 3 4	Q meaning, not in bad faith, not intentionally A. Yes.	2 3 4	That was the only request that was made. When the Court when the judge
2 3 4 5	 Q meaning, not in bad faith, not intentionally A. Yes. Q doing something wrong, et cetera? 	2 3 4 5	That was the only request that was made. When the Court when the judge ruled, we acted in good faith, from a
2 3 4 5 6	 Q meaning, not in bad faith, not intentionally A. Yes. Q doing something wrong, et cetera? A. Yes. 	2 3 4 5 6	That was the only request that was made. When the Court when the judge ruled, we acted in good faith, from a marketing standpoint, by destroying the
2 3 4 5 6 7	 Q meaning, not in bad faith, not intentionally A. Yes. Q doing something wrong, et cetera? A. Yes. Q. So Charter is saying in this 	2 3 4 5 6 7	That was the only request that was made. When the Court when the judge ruled, we acted in good faith, from a marketing standpoint, by destroying the over 800,000 pieces of mail, along with
2 3 4 5 6 7 8	 Q meaning, not in bad faith, not intentionally A. Yes. Q doing something wrong, et cetera? A. Yes. Q. So Charter is saying in this affirmative defense that it acted in good 	2 3 4 5 6 7 8	That was the only request that was made. When the Court when the judge ruled, we acted in good faith, from a marketing standpoint, by destroying the over 800,000 pieces of mail, along with over 8 million pieces of general-market
2 3 4 5 6 7 8 9	 Q meaning, not in bad faith, not intentionally A. Yes. Q doing something wrong, et cetera? A. Yes. Q. So Charter is saying in this affirmative defense that it acted in good faith 	2 3 4 5 6 7 8	That was the only request that was made. When the Court when the judge ruled, we acted in good faith, from a marketing standpoint, by destroying the over 800,000 pieces of mail, along with over 8 million pieces of general-market mail which had nothing to do with
2 3 4 5 6 7 8 9	 Q meaning, not in bad faith, not intentionally A. Yes. Q doing something wrong, et cetera? A. Yes. Q. So Charter is saying in this affirmative defense that it acted in good faith A. Yes. 	2 3 4 5 6 7 8 9	That was the only request that was made. When the Court when the judge ruled, we acted in good faith, from a marketing standpoint, by destroying the over 800,000 pieces of mail, along with over 8 million pieces of general-market mail which had nothing to do with Windstream.
2 3 4 5 6 7 8 9 10	 Q meaning, not in bad faith, not intentionally A. Yes. Q doing something wrong, et cetera? A. Yes. Q. So Charter is saying in this affirmative defense that it acted in good faith A. Yes. Q when it put out the residential 	2 3 4 5 6 7 8 9 10	That was the only request that was made. When the Court when the judge ruled, we acted in good faith, from a marketing standpoint, by destroying the over 800,000 pieces of mail, along with over 8 million pieces of general-market mail which had nothing to do with Windstream. And that was done in order to comply
2 3 4 5 6 7 8 9 10 11	 Q meaning, not in bad faith, not intentionally A. Yes. Q doing something wrong, et cetera? A. Yes. Q. So Charter is saying in this affirmative defense that it acted in good faith A. Yes. Q when it put out the residential direct mail relating to Windstream's bankruptcy. 	2 3 4 5 6 7 8 9 10 11 12	That was the only request that was made. When the Court when the judge ruled, we acted in good faith, from a marketing standpoint, by destroying the over 800,000 pieces of mail, along with over 8 million pieces of general-market mail which had nothing to do with Windstream. And that was done in order to comply with complete openness, that we were not
2 3 4 5 6 7 8 9 10 11 12 13	 Q meaning, not in bad faith, not intentionally A. Yes. Q doing something wrong, et cetera? A. Yes. Q. So Charter is saying in this affirmative defense that it acted in good faith A. Yes. Q when it put out the residential direct mail relating to Windstream's bankruptcy. So what is the factual basis for 	2 3 4 5 6 7 8 9 10 11 12 13	That was the only request that was made. When the Court when the judge ruled, we acted in good faith, from a marketing standpoint, by destroying the over 800,000 pieces of mail, along with over 8 million pieces of general-market mail which had nothing to do with Windstream. And that was done in order to comply with complete openness, that we were not allowing anything to move forward from the
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Q meaning, not in bad faith, not intentionally A. Yes. Q doing something wrong, et cetera? A. Yes. Q. So Charter is saying in this affirmative defense that it acted in good faith A. Yes. Q when it put out the residential direct mail relating to Windstream's bankruptcy. So what is the factual basis for saying that it was acting good faith when it put out these ads? MR. KINGSTON: I will object to the	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	That was the only request that was made. When the Court when the judge ruled, we acted in good faith, from a marketing standpoint, by destroying the over 800,000 pieces of mail, along with over 8 million pieces of general-market mail which had nothing to do with Windstream. And that was done in order to comply with complete openness, that we were not allowing anything to move forward from the point that the judge said that we weren't. BY MR. JUSTUS: Q. Okay. That's fine.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Q meaning, not in bad faith, not intentionally A. Yes. Q doing something wrong, et cetera? A. Yes. Q. So Charter is saying in this affirmative defense that it acted in good faith A. Yes. Q when it put out the residential direct mail relating to Windstream's bankruptcy. So what is the factual basis for saying that it was acting good faith when it put out these ads? MR. KINGSTON: I will object to the question. It calls for both a legal conclusion and a narrative.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	That was the only request that was made. When the Court when the judge ruled, we acted in good faith, from a marketing standpoint, by destroying the over 800,000 pieces of mail, along with over 8 million pieces of general-market mail which had nothing to do with Windstream. And that was done in order to comply with complete openness, that we were not allowing anything to move forward from the point that the judge said that we weren't. BY MR. JUSTUS: Q. Okay. That's fine. If you'll flip to page 12, please? Affirmative Defense Number 6, and
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q meaning, not in bad faith, not intentionally A. Yes. Q doing something wrong, et cetera? A. Yes. Q. So Charter is saying in this affirmative defense that it acted in good faith A. Yes. Q when it put out the residential direct mail relating to Windstream's bankruptcy. So what is the factual basis for saying that it was acting good faith when it put out these ads? MR. KINGSTON: I will object to the question. It calls for both a legal conclusion and a narrative. But subject to my objection, you can answer. THE WITNESS: I would say my role in the "good faith," and in overseeing	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	That was the only request that was made. When the Court when the judge ruled, we acted in good faith, from a marketing standpoint, by destroying the over 800,000 pieces of mail, along with over 8 million pieces of general-market mail which had nothing to do with Windstream. And that was done in order to comply with complete openness, that we were not allowing anything to move forward from the point that the judge said that we weren't. BY MR. JUSTUS: Q. Okay. That's fine. If you'll flip to page 12, please? Affirmative Defense Number 6, and I will read it: "Windstream's claims, in whole or part, are barred, in that any statements

Page 113 Page 114 K.C. Atkinson - 09/19/19 1 K.C. Atkinson - 09/19/19 2 2 call to action in terms of looking at us as an 3 3 Q. And what was that factual basis? opportunity -- as a competitor that they could 4 A. We had a third party that outlined 4 switch to. this situation with Windstream, and referenced 5 Q. But would uncertainty surrounding a 6 the uncertainty in the market regarding its 6 business being in bankruptcy affect a customer's 7 business moving forward. That was the one, the decision whether or not to stay with that 8 8 competitive intelligence. business? 9 Q. So the claim relating to uncertainty 9 A. We removed it, and continued -- and 10 10 was true, in that, that was reported to you by were planning to mail again. So it wasn't 11 the third-party competitive intelligence report? 11 something that we saw as limiting us from 12 A. Yes. It has those exact statements. 12 communicating to the customer and talking to them 13 13 directly. Q. Okay. 14 If you go down to Affirmative Defense 14 So once we removed the statements, if 15 Number 9, and I will read it, "Charter's alleged 15 we felt that it was material, we would have not 16 16 statements are not material to done anymore mailings, but, we still planned to. 17 customer-purchasing decisions." 17 Q. But the wording relating to 18 So what is Charter's factual basis 18 "uncertainty" was included in the first place 19 19 because you hoped that Windstream customers would for Defense Number 9? 20 A. Customers have the ability to make 20 switch to Charter; right? their own decision. We just present them with 21 21 A. It was a direct lift off the 22 22 competitive report, the third-party report. 23 Q. Would the uncertainty of a bankruptcy 23 We just took, literally, that was the 24 be material to a purchasing decision? 24 agency's creative brief, was the competitive 25 25 A. I think that it's, more or less, a Page 115 Page 116 K.C. Atkinson - 09/19/19 1 K.C. Atkinson - 09/19/19 1 2 Q. Yes, but everything in a competitive 2 knowledge --3 brief, surely you don't put into ads. You made a 3 A. Uh-huh. 4 4 Q. -- so that sounded more like your decision to use that wording in this ad. Right? 5 A. It was one of the agency creative 5 personal knowledge; right? 6 6 A. Yes. templates. 7 Q. So I think you testified at your last 7 Q. So when Charter decided to include 8 8 deposition that the direct-mail piece was called the wording, "Windstream has filed for Chapter 11 9 9 a "competitive switch message." Is that right? bankruptcy, which means uncertainty," it included 10 A. Yes. 10 that wording because it hoped to induce people to switch from Windstream to Charter; right? 11 Q. Okay. So does that mean that the 11 12 goal of the direct mailer is to get people to 12 A. The entire mail piece was a switch to Charter's services? 13 13 switch-mail piece, yes. 14 14 A. Yes. Q. And how would that sentence further 15 Q. And would the inclusion of the word 15 that goal of getting customers to switch from "uncertainty" in this ad further that goal? 16 Windstream to Charter? 16 17 I hadn't actually reviewed the copy 17 A. It was just a line of copy. That it 18 18 in detail. was a creative template that was used, and it was 19 19 a direct lift. What really came to my attention was when the Court -- or, when Windstream sent the 20 20 Again, the agency was given a brief, 21 notice that they were upset about that. 21 and then we used the competitive tool to showcase 2.2 And that was the only term, and we 22 that, where it talked about uncertainty in quite 23 23 took it out. a number of spots. 2.4 Q. So I understand, but going back to 24 Q. And what is the uncertainty again; 25 the personal knowledge versus corporate 25 the uncertainty of, what?

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		Page 117		Page 118
	1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
	2	A. The competitive I don't have a	2	customers that they may lose their services?
	3	copy of it	3	A. No.
	4	Q. On Exhibit Exhibit 2 has the ad on	4	Q. Never?
	5	it, page 13 of Exhibit 2.	5	A. No.
	6	A. And the question again?	6	Q. So the next sentence in the ad on
	7	Q. Well, this ad from Charter uses the	7	page 13 says, "Will they be able to provide the
	8	word "uncertainty."	8	Internet and TV services you rely on in the
	9	What is that referring to;	9	future?"
	10	uncertainty of, what?	10	The next sentence says, "To ensure
	11	A. The bankruptcy means uncertainty in	11	you are not left without vital Internet and TV
1 /	12	terms of anything that could change.	12	services, switch to Spectrum."
1 /	13	Q. Does that include Windstream	13	That wording doesn't in any way
1 /	14	customers potentially losing service?	14	suggest that Windstream customers might be losing
	15	A. We didn't go into any detail on it,	15	their services?
	16	so I wouldn't say that's what it means.	16	A. That too was also referenced by the
	17	Q. What would you say that it means?	17	third party to say, while they're in bankruptcy,
	18	A. That they're in bankruptcy.	18	customers may be confused about their services.
	19	And whenever a company is in	19	And so, again, that was a third party
	20	bankruptcy, there's always uncertainty around it.	20	lift.
	21	It's reported by third parties as such.	21	Q. And so this the goal of this
	22	And so, again, it was a creative	22	the goal of this piece was to capitalize on that
	23	position based on a competitive third party.	23	confusion?
	24	Q. So Charter never intended for	24	A. I would expect that.
	25	"uncertainties" to suggest to Windstream	25	Q. And then down below, again it says,
	1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
	2	"Goodbye, Windstream, Hello Spectrum."	2	MR. KINGSTON: You are here for 21.
	3	Do you see that?	3	And there were you did take notes, we
	4	A. Yes.	4	took notes, during your preparation
	5	Q. And that is part of this competitive	5	related to 21.
	6	switch messaging; is that right?	6	THE WITNESS: Okay.
	7	A. We use it quite frequently. It's a	7	BY MR. JUSTUS:
	8	call to action.	8	Q. And this is, as you may be aware in
	9	Q. What is the call to action calling	9	litigation, any litigation, both parties exchange
	10	the audience to do; what action is it calling	10	documents during the discovery process.
	11	them to take?	11	A. Yes.
	12	A. To call us, and that's why the	12	Q. So since you're here as a 30(b)(6)
	13	number's depicted here, or visit our website, to	13	witness, someone had to
	14	switch services.	14	A. Yes.
	15	Q. So turning you back to Exhibit 1,	15	Q talk about this. Apparently,
	16	which is, again, a list of topics for the	16	that's you.
	17	deposition, page 6, Topic 21, "The circumstances	17	A. Yes.
	18	surrounding Charter's collection and production	18	Q. So, not the most exciting topic
	19	of documents in this adversary proceeding"	19	A. Right.
	20	A. Yes.	20	Q but it's things we need to know
1	21	Q are you here to testify on that,	21	A. Yes
	~ ~	Ms. Atkinson?	22	Q just as a basic factual matter.
	22			
	23	THE WITNESS: I'm just confirming	23	A. Yes.

		01 01	1
	Page 121		Page 122
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	over 50,000 pages of documents in this case.	2	(In-room interference.)
3	A. That is correct.	3	Q electronically-stored
4	Q. Okay. And can you just walk me	4	THE COURT REPORTER: I didn't hear
5	through what Charter did to look for and collect	5	you, I'm sorry.
6	the documents that it ultimately produced?	6	BY MR. JUSTUS:
7	A. They went to there are	7	Q. Keyword searches is obviously for
8	approximately 54 custodians, which the attorneys	8	electronically-stored searches; you can't run
9	collected and reviewed over 934,942 documents	9	keywords on pieces of paper a file cabinet?
10	from those 54 individuals.	10	A. Correct.
11	Q. Is that 900,000 pages or	11	Q. So did you did Charter also search
12	900,000 documents?	12	any paper records or paper documents that it has?
13	A. Documents.	13	A. Yes.
14	Q. And to actually search for documents,	14	Q. Do you know, just generally, what are
15	was it running keyword searches?	15	the nature of those paper records?
16	A. I believe so. I don't actually know	16	Is it is there a file for the
17	the mechanics behind how it was searched.	17	Windstream switch campaign and there's documents
18	I believe it was keyword searches.	18	in there; or where would there be paper
19	MR. KINGSTON: It was keyword	19	documents?
20	searches, and we can provide you a list of	20	A. We would have had samples of the
21	the keywords.	21	direct-mail pieces. We keep samples of all
22	MR. JUSTUS: Okay.	22	direct-mail pieces.
23	BY MR. JUSTUS:	23	That would primarily be the source.
24	Q. And so keyword searches are obviously	24	Q. So samples of creative and
25	for electronically-stored	25	A. Sample of the creative, yes.
	102 01001101111111111111111111111111111		
	Page 123		Page 124
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	Q and collateral okay.	2	A. Not to my knowledge.
3	And I believe you searched	3	Q. Does it take notes when people call
4	I believe Charter searched instant messages as	4	in at all; is there some system of taking notes?
5	well; is that right?	5	It would be unusual to have nothing,
6	A. I don't know.	6	I would say.
7	MR. JUSTUS: I thought I may	7	A. The tools that the agents sell off
8	I thought I saw some in the production,	8	of, they're basically placing the order. So they
9	but I could be mistaken.	9	would have a platform that places the order based
10	MR. KINGSTON: The answer is,	10	on what the customer is looking for.
11	I believe that we did, and we can confirm	11	Q. So if someone calls in to place an
12	it on a break.	12	order, there's a sales software, where you take
13	BY MR. JUSTUS:	13	down the customer's information and what they
14	Q. And did Charter search its well,	14	want to buy
15	let me back up.	15	A. Yes.
16	Charter's call center, the external	16	Q and process a sales transaction?
17	sales call center that would take calls from, not	17	A. Yes.
18	Charter customers, but Windstream customers or	18	Q. What if it were a call where someone
19	the public, does it keep recordings of every	19	was not buying something and they were just
20	call?	20	calling to ask a question?
21	A. I don't believe so.	21	A. That would go into our customer
22	Q. Does it keep transcripts of every	22	service call centers, and they would there
	call?	23	would typically be a note on the account, based
23			
24	A. No.	24	on how they resolve the customer's issue or
	A. No.Q. So no recordings, no transcripts?	24 25	on how they resolve the customer's issue or question.

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	Page 125		Page 126
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	Q. And you're talking about if it's a	2	BY MR. JUSTUS:
3	current Charter customer?	3	Q. So other than running keywords across
4	A. A current current Charter	4	electronic documents, checking any paper files,
5	customer, yes.	5	we believe checking instant messages, is there
6	Q. So what if a Windstream customer	6	anything else that Charter did to collect
7	called Charter, not to switch to Charter or buy	7	documents that were produced in this case?
8	anything, but to ask a question about the mailer	8	A. Not to my it awareness.
9	referencing the bankruptcy, would that go to the	9	MR. JUSTUS: All right.
10	outside sales call center or the customer service	10	Let's take a lunch break, and that
11	call center?	11	will give you all a chance to also follow
12	A. Outside. They're completely	12	up on a couple of these things.
13	separate.	13	MR. KINGSTON: Sure.
14	Q. Okay. And so, in that case, where	14	MR. JUSTUS: Let's take an hour.
15	they're not buying anything, would notes be taken	15	It's 12:11.
16	or any records exist from those types of calls?	16	Let's go off the record, please.
17	A. Not that I'm aware of.	17	THE VIDEOGRAPHER: We are off the
18	Q. Okay. And who would know the certain	18	record at 12:12 p.m.
19	answer to that question?	19	(LUNCHTIME RECESS: 12:12 p.m.)
20	A. That would be one of our inbound call	20	r
21	center leaders.	21	
22	Q. Okay.	22	
23	MR. JUSTUS: So, John, that's another	23	
24	one.	24	
25	MR. KINGSTON: True.	25	
	Page 127		Page 128
	1 K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
	2 AFTERNOON SESSION	2	through March 25th. And so those are the
	3 (Time Noted: 1:15 p.m.)	3	estimated in-home period.
	4	4	O. Uh-huh?
	5 THE VIDEOGRAPHER: We are back on the	5	A. The second mailing which
	6 record at 1:15 p.m.	6	(Outside interference.)
	7 MR. JUSTUS: Okay, thank you.	7	The second mailing planned for
	8	8	Windstream was on April 8th, which ended up being
	9 KELLY CHRISTINE ATKINSON,	9	completely destroyed once we received the TRO.
	10 remaining under oath,	10	So that never went into market with all the
	11 resumes testifying as follows:	11	I mean, we covered destruction of the
	12	12	eight-hundred-and-plus piecesthousand
	13 DIRECT EXAMINATION CONTINUED	13	pieces, in conjunction with
	14	14	
			MR. KINGSTON: No, no, no. Please go ahead.
	14	14	MR. KINGSTON: No, no, no. Please go
	14 1 15 BY MR. JUSTUS:	14 15	MR. KINGSTON: No, no, no. Please go ahead. THE WITNESS:in conjunction with
ı	14 1 15 BY MR. JUSTUS: 16 Q. Good afternoon.	14 15 16	MR. KINGSTON: No, no, no. Please go ahead. THE WITNESS:in conjunction with over 8 million pieces of other market mail
Ī	 BY MR. JUSTUS: Q. Good afternoon. In the morning session we talked 	14 15 16 17	MR. KINGSTON: No, no, no. Please go ahead. THE WITNESS:in conjunction with
	14 15 BY MR. JUSTUS: 16 Q. Good afternoon. 17 In the morning session we talked 18 about a couple things you were going to try to	14 15 16 17 18	MR. KINGSTON: No, no, no. Please go ahead. THE WITNESS:in conjunction with over 8 million pieces of other market mail that were in that drop. BY MR. JUSTUS:
	14	14 15 16 17 18 19 20	MR. KINGSTON: No, no, no. Please go ahead. THE WITNESS:in conjunction with over 8 million pieces of other market mail that were in that drop. BY MR. JUSTUS: Q. So there was no second mailer, you're
	14	14 15 16 17 18 19	MR. KINGSTON: No, no, no. Please go ahead. THE WITNESS:in conjunction with over 8 million pieces of other market mail that were in that drop. BY MR. JUSTUS: Q. So there was no second mailer, you're saying?
	14	14 15 16 17 18 19 20 21 22	MR. KINGSTON: No, no, no. Please go ahead. THE WITNESS:in conjunction with over 8 million pieces of other market mail that were in that drop. BY MR. JUSTUS: Q. So there was no second mailer, you're saying? A. No. It was produced, but destroyed.
	14	14 15 16 17 18 19 20 21	MR. KINGSTON: No, no, no. Please go ahead. THE WITNESS:in conjunction with over 8 million pieces of other market mail that were in that drop. BY MR. JUSTUS: Q. So there was no second mailer, you're saying?

		ot 61	
	Page 129		Page 130
	1 K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
	and 14?	2	A. I have April for the TRO, so it would
	3 A. Yes.	3	have been as soon as we received the TRO.
	4 Q. And with the envelope on page 9;	4	And May for the PI. I don't have the
	5 right?	5	exact date on that.
	6 A. Yes.	6	Q. But those are not two different
<u> </u>	7 Q. Okay. Thank you.	7	things?
	8 A. Uh-huh.	8	A. No. No, no, no.
	9 Q. One of the other questions was,	9	Q. Just, it was updated (indiscernible
	whether any guidance or talking points were given	10	cross-talking)
	11 to channel partners relating to the Windstream	11	A. It was just it was just
	12 bankruptcy.	12	THE COURT REPORTER: One at a time.
	Were you able to get any information	13	THE WITNESS: It was just the time
	14 on that?	14	frame. It was just April. And we it
	15 A. We confirmed that there was an e-mail	15	was, basically, reinforced.
	sent out to all of our sales, our third party,	16	BY MR. JUSTUS:
	and our enterprise, when both the PI both the	17	Q. "Reinforced" meaning, just resent to
	TRO in April and the PI in May were done. And it	18	the same people?
	still remains up on the third-party sites today.	19	A. Just resent.
	Q. So you're saying two different	20	Q. Okay.
	21 e-mails?	21	MR. KINGSTON: Was it just for
	A. One e-mail, which sits on those	22	clarity, are you talking about, the TRO
	sites. So it's been up.	23	was sent and then the PI was sent?
	Q. What was the date when that was put	24	THE WITNESS: The TRO was sent, and
	25 up?	25	the PI was sent, yes.
	Page 131		Page 132
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	BY MR. JUSTUS:	1	
	BT MR. JUSTUS.	2	Q. Okay. So there's a tool that channel
3	Q. And it sounds to me like two	2 3	Q. Okay. So there's a tool that channel partners can access.
3 4			
	Q. And it sounds to me like two	3	partners can access.
4	Q. And it sounds to me like two different those are two different legal	3 4	partners can access. Does it mean like logging into a
4 5	Q. And it sounds to me like two different those are two different legal documents?	3 4 5	partners can access. Does it mean like logging into a portal, that type of thing?
4 5 6	Q. And it sounds to me like two different those are two different legal documents? So there was something in April,	3 4 5 6	partners can access. Does it mean like logging into a portal, that type of thing? A. I don't have the exact details, but
4 5 6 7	Q. And it sounds to me like two different those are two different legal documents? So there was something in April, where the TRO was distributed. And then	3 4 5 6 7	partners can access. Does it mean like logging into a portal, that type of thing? A. I don't have the exact details, but I would assume, yes.
4 5 6 7 8	Q. And it sounds to me like two different those are two different legal documents? So there was something in April, where the TRO was distributed. And then A. That was the first	3 4 5 6 7 8	partners can access. Does it mean like logging into a portal, that type of thing? A. I don't have the exact details, but I would assume, yes. Q. That's fine, that's fine.
4 5 6 7 8 9	Q. And it sounds to me like two different those are two different legal documents? So there was something in April, where the TRO was distributed. And then A. That was the first Q something in May with the	3 4 5 6 7 8	partners can access. Does it mean like logging into a portal, that type of thing? A. I don't have the exact details, but I would assume, yes. Q. That's fine, that's fine. So other than, you know, distributing
4 5 6 7 8 9	Q. And it sounds to me like two different those are two different legal documents? So there was something in April, where the TRO was distributed. And then A. That was the first Q something in May with the THE THE COURT REPORTER: Please	3 4 5 6 7 8 9	partners can access. Does it mean like logging into a portal, that type of thing? A. I don't have the exact details, but I would assume, yes. Q. That's fine, that's fine. So other than, you know, distributing the TRO and the PI, there's no other guidelines
4 5 6 7 8 9 10	Q. And it sounds to me like two different those are two different legal documents? So there was something in April, where the TRO was distributed. And then A. That was the first Q something in May with the THE THE COURT REPORTER: Please don't.	3 4 5 6 7 8 9 10	partners can access. Does it mean like logging into a portal, that type of thing? A. I don't have the exact details, but I would assume, yes. Q. That's fine, that's fine. So other than, you know, distributing the TRO and the PI, there's no other guidelines or talking points that were given to channel
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4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q. And it sounds to me like two different those are two different legal documents? So there was something in April, where the TRO was distributed. And then A. That was the first Q something in May with the THE THE COURT REPORTER: Please don't. BY MR. JUSTUS: Q preliminary injunction was distributed? A. I know that that that as soon as we got TRO, the channel partners, as well as the sales partners, all got those details, with instructions to avoid any bankruptcy commentary. And that stays up today; it's still up. Q. And where is it up?	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	partners can access. Does it mean like logging into a portal, that type of thing? A. I don't have the exact details, but I would assume, yes. Q. That's fine, that's fine. So other than, you know, distributing the TRO and the PI, there's no other guidelines or talking points that were given to channel partners? A. No. Q. Okay. Thank you. So another question was about Badger, and whether or not it would be possible for there to be downloads from Badger that were not tracked. And Mr. Dardis had said that wasn't the case. It's impossible to tell. Now, were you able to confirm that?
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q. And it sounds to me like two different those are two different legal documents? So there was something in April, where the TRO was distributed. And then A. That was the first Q something in May with the THE THE COURT REPORTER: Please don't. BY MR. JUSTUS: Q preliminary injunction was distributed? A. I know that that that as soon as we got TRO, the channel partners, as well as the sales partners, all got those details, with instructions to avoid any bankruptcy commentary. And that stays up today; it's still up. Q. And where is it up? On the Charter website?	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	partners can access. Does it mean like logging into a portal, that type of thing? A. I don't have the exact details, but I would assume, yes. Q. That's fine, that's fine. So other than, you know, distributing the TRO and the PI, there's no other guidelines or talking points that were given to channel partners? A. No. Q. Okay. Thank you. So another question was about Badger, and whether or not it would be possible for there to be downloads from Badger that were not tracked. And Mr. Dardis had said that wasn't the case. It's impossible to tell. Now, were you able to confirm that? A. Not as of this point.

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1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	MR. KINGSTON: It's it remains the	2	call center," the personnel instructed to flag or
3	same.	3	let anyone know if they received any calls
4	MR. JUSTUS: Answer would be the	4	relating to Windstream customers and the
5	same?	5	Windstream bankruptcy advertising?
6	(Indiscernible cross-talking.)	6	A. I'm sorry, I don't understand the
7	MR. KINGSTON: Dardis's testimony was	7	question.
8	accurate.	8	Q. The sales call center that we're
9	MR. JUSTUS: Stand okay, Dardis's	9	talking about
10	testimony is accurate on that point.	10	A. Yes.
11	Thank you.	11	Q were the employees of the call
12	BY MR. JUSTUS:	12	center instructed to let anyone know, a
13	Q. Another was the, I think we're	13	supervisor or otherwise, if they received a call
14	calling it the "sales call center," the call	14	from a Windstream customer?
15	center that would have gotten calls from	15	A. No, there is no specialized handling.
16	non-Charter customers, whether or not the call	16	Q. It's actually really hot in here now,
17	center personnel would take notes, or otherwise	17	as an aside.
18	log calls, when a sale was not actually being	18	A. Yes, maybe they can turn it down now.
19	completed, no transaction was being completed?	19	Q. So just to follow up on that point
20	A. They would not.	20	never mind.
21	Q. There would be no notes	21	Now, the final thing I had written
22	A. If there's no sale, there would be no	22	down to follow up on was this concept of
23	record.	23	Exhibit 3
24	Q. Okay.	24	Make sure I get this right.
25	Was the let's call it the "sales	25	well, the whole topic that I was
	Page 135 1 K.C. Atkinson - 09/19/19	1	Page 136 K.C. Atkinson - 09/19/19
	2 going to ask about was: Has any Windstream	2	we provided the eight hundred the number of
	3 customer called in and expressed an understanding	3	customers that we provided that received the
	4 that they believed this direct-mail piece was	4	mailing piece.
	5 sent by Windstream as opposed to Charter?	5	But I don't have any details that any
	6 A. No.	6	of those specifically called in regarding a
	7 Q. To Charter's knowledge, no Windstream	7	bankruptcy question.
	8 customer has called in and expressed that belief?	8	Q. And is there any way to search
	9 A. That is correct.	9	whether or not any calls were received from
	Q. And to Charter's knowledge, has any	10	Windstream customers?
	11 Windstream customer called and expressed a belief	11	A. We we don't keep those recordings.
	that Windstream was going out of business?	12	It's random. I don't have any details on being
	13 A. Not to my knowledge.	13	able to do that.
	14 Q. Well, again, not to your personal	14	Q. What's "random"?
	15 knowledge?	15	A. Just ran I mean, on calls that
	16 A. Right.	16	come in, we don't have any ability to pool those.
	Q. But are you answering on behalf of	17	Q. I think you said before there's no
	18 Charter?	18	audio recordings, right
	19 A. Yes.	19	A. Right.
	Q. Okay, Charter is not aware of anyone	20	Q of any calls?
	calling in and expressing a belief that	21	MR. KINGSTON: I would object that
	Windstream is going out of business?	22	that misstates the testimony.
	A. That is correct.	23	I mean, the first question was: Do
	24 The only I was just going to say,	24	you record all?
	that there is a whole file of the customers that	25	And the next question was I think

		01 01	1
	Page 137		Page 138
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	there was I thought the answer was, We	2	the sale of what the customer purchased.
3	don't record all.	3	Q. Right.
4	But I don't think the answer to the	4	So if a sale does take place, and a
5	fol I don't think the next question was	5	Windstream customer calls the sales center,
6	directed towards, Do you record any?	6	and decides to switch to Charter, would that
7	So I I the witness can speak	7	sales record note the incumbent provider;
8	to to it herself, but	8	i.e., Windstream?
9	THE WITNESS: Customer service logs	9	A. No.
10	information when our customer calls, so	10	Q. It would not?
11	that we know the resolution of the call.	11	A. No.
12	In the sales center, the only	12	Q. What information is taken in that
13	tracking would be if there was an actual	13	sales system? Just name, telephone number,
14	sale made.	14	address; anything else?
15	BY MR. JUSTUS:	15	A. The products that they purchased.
16	Q. None of the sales center calls are	16	Q. Okay.
17	recorded?	17	And if someone were to call the sales
18	A. Correct.	18	call center, they're a Windstream customer, and
19	Q. There are no transcriptions of the	19	they switched to Charter, and they said and
20	sales center calls?	20	volunteered the information, "I'm a Windstream
21	A. None.	21	customer. I saw your ad about Windstream's
22	Q. Unless a sales transaction takes	22	bankruptcy. I would like to switch to Charter,"
23	place, there would be no notes from the sales	23	would that be noted anywhere within the sales
24	center calls?	24	files or a note section
25	A. Correct. And the only notes would be	25	A. No.
	,		
	Daga 120		- 440
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1	Page 139	1	Page 140
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	K.C. Atkinson - 09/19/19 Q or comment section?	2	K.C. Atkinson - 09/19/19 934,000 documents and where they came from.
2 3	K.C. Atkinson - 09/19/19Q or comment section?A. No.	2 3	K.C. Atkinson - 09/19/19 934,000 documents and where they came from. Q. So you don't know if Charter made
2 3 4	K.C. Atkinson - 09/19/19Q or comment section?A. No.Q. And the Charter sales call center	2 3 4	K.C. Atkinson - 09/19/19 934,000 documents and where they came from. Q. So you don't know if Charter made inquiry to its call center personnel about these
2 3 4 5	 K.C. Atkinson - 09/19/19 Q or comment section? A. No. Q. And the Charter sales call center personnel, again, were not instructed to flag or 	2 3 4 5	K.C. Atkinson - 09/19/19 934,000 documents and where they came from. Q. So you don't know if Charter made inquiry to its call center personnel about these topics I'm asking about, whether or not
2 3 4 5 6	K.C. Atkinson - 09/19/19 Q or comment section? A. No. Q. And the Charter sales call center personnel, again, were not instructed to flag or let anyone know, whether that be a supervisor or	2 3 4 5 6	K.C. Atkinson - 09/19/19 934,000 documents and where they came from. Q. So you don't know if Charter made inquiry to its call center personnel about these topics I'm asking about, whether or not Windstream customers have, in fact, been calling
2 3 4 5 6 7	K.C. Atkinson - 09/19/19 Q or comment section? A. No. Q. And the Charter sales call center personnel, again, were not instructed to flag or let anyone know, whether that be a supervisor or someone else	2 3 4 5 6 7	K.C. Atkinson - 09/19/19 934,000 documents and where they came from. Q. So you don't know if Charter made inquiry to its call center personnel about these topics I'm asking about, whether or not Windstream customers have, in fact, been calling in and expressing confusion?
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2 3 4 5 6 7 8	K.C. Atkinson - 09/19/19 Q or comment section? A. No. Q. And the Charter sales call center personnel, again, were not instructed to flag or let anyone know, whether that be a supervisor or someone else A. No. Q if Windstream customers were	2 3 4 5 6 7 8	K.C. Atkinson - 09/19/19 934,000 documents and where they came from. Q. So you don't know if Charter made inquiry to its call center personnel about these topics I'm asking about, whether or not Windstream customers have, in fact, been calling in and expressing confusion? A. I was not part of any of that discussion, no.
2 3 4 5 6 7 8 9	K.C. Atkinson - 09/19/19 Q or comment section? A. No. Q. And the Charter sales call center personnel, again, were not instructed to flag or let anyone know, whether that be a supervisor or someone else A. No. Q if Windstream customers were switching and mentioning the ad with the	2 3 4 5 6 7 8 9	K.C. Atkinson - 09/19/19 934,000 documents and where they came from. Q. So you don't know if Charter made inquiry to its call center personnel about these topics I'm asking about, whether or not Windstream customers have, in fact, been calling in and expressing confusion? A. I was not part of any of that discussion, no. Q. But do you know if anyone else did as
2 3 4 5 6 7 8 9 10	K.C. Atkinson - 09/19/19 Q or comment section? A. No. Q. And the Charter sales call center personnel, again, were not instructed to flag or let anyone know, whether that be a supervisor or someone else A. No. Q if Windstream customers were switching and mentioning the ad with the bankruptcy?	2 3 4 5 6 7 8 9 10	K.C. Atkinson - 09/19/19 934,000 documents and where they came from. Q. So you don't know if Charter made inquiry to its call center personnel about these topics I'm asking about, whether or not Windstream customers have, in fact, been calling in and expressing confusion? A. I was not part of any of that discussion, no. Q. But do you know if anyone else did as part of Charter preparing to give its documents
2 3 4 5 6 7 8 9 10 11	K.C. Atkinson - 09/19/19 Q or comment section? A. No. Q. And the Charter sales call center personnel, again, were not instructed to flag or let anyone know, whether that be a supervisor or someone else A. No. Q if Windstream customers were switching and mentioning the ad with the bankruptcy? A. No.	2 3 4 5 6 7 8 9 10 11 12	K.C. Atkinson - 09/19/19 934,000 documents and where they came from. Q. So you don't know if Charter made inquiry to its call center personnel about these topics I'm asking about, whether or not Windstream customers have, in fact, been calling in and expressing confusion? A. I was not part of any of that discussion, no. Q. But do you know if anyone else did as part of Charter preparing to give its documents and testimony to us in this case?
2 3 4 5 6 7 8 9 10 11 12 13	K.C. Atkinson - 09/19/19 Q or comment section? A. No. Q. And the Charter sales call center personnel, again, were not instructed to flag or let anyone know, whether that be a supervisor or someone else A. No. Q if Windstream customers were switching and mentioning the ad with the bankruptcy? A. No. Q. Okay.	2 3 4 5 6 7 8 9 10 11 12 13	K.C. Atkinson - 09/19/19 934,000 documents and where they came from. Q. So you don't know if Charter made inquiry to its call center personnel about these topics I'm asking about, whether or not Windstream customers have, in fact, been calling in and expressing confusion? A. I was not part of any of that discussion, no. Q. But do you know if anyone else did as part of Charter preparing to give its documents and testimony to us in this case? Did anyone check to see if there were
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	K.C. Atkinson - 09/19/19 Q or comment section? A. No. Q. And the Charter sales call center personnel, again, were not instructed to flag or let anyone know, whether that be a supervisor or someone else A. No. Q if Windstream customers were switching and mentioning the ad with the bankruptcy? A. No. Q. Okay. As part of preparing to testify today, did you speak with anyone who works at the sales call center?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	K.C. Atkinson - 09/19/19 934,000 documents and where they came from. Q. So you don't know if Charter made inquiry to its call center personnel about these topics I'm asking about, whether or not Windstream customers have, in fact, been calling in and expressing confusion? A. I was not part of any of that discussion, no. Q. But do you know if anyone else did as part of Charter preparing to give its documents and testimony to us in this case? Did anyone check to see if there were any confused customers? A. It's not a practice of any way that we operate, so we don't we don't capture that
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	Page 141		Page 142
	1 K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
	toll-free number could be any type of customer.	2	information, because we don't check it. We
	They could be a satellite customer.	3	don't
	4 They could be a Verizon customer.	4	Q. Right?
	5 It is our best, you know,	5	A notate it.
	6 understanding that it could be a Windstream	6	Q. And separate from the actual
	7 customer. It doesn't mean that it is.	7	documentation and notes in the sales system, no
	8 Q. And the phone number on page 13 of	8	one checked, you know, anecdotally, Have you been
	9 Exhibit 2, the "1-855" number	9	getting calls from Windstream customers
	10 A. Yes.	10	expressing confusion about the bankruptcy?
	Q that number goes to the sales call	11	A. No.
	12 center we're talking about?	12	Q. Okay.
	13 A. Yes, it does.	13	I want to make sure I understand the
	14 Q. Okay.	14	topics that you're not here on.
	And you said, as far as you're aware,	15	You're not here to testify and
	no one has checked with call center personnel and	16	this is Exhibit 1 again. Apologies.
	asked them, Have you been receiving any calls	17	On page 4 of Exhibit 1, Topic
	from confused Windstream customers?	18	Number 7, about "Requests from customers to
	19 A. They would not be able to even pull	19	switch"
	that information for me, or anyone, because	20	A. Correct.
	21 they their agents just don't they don't	21	Q you are not here to testify on
	notate it. So there's no ability to say, out of	22	that; correct?
	those calls, Was it a Windstream customer, and	23	THE WITNESS: John?
	what did they say?	24	MR. KINGSTON: Correct.
	25 That's nobody has that record of	25	I'm sorry.
_			
	Page 143		Page 144
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	THE WITNESS: Correct?	2	And, John, this is more a question
3	Correct.	3	for you, before I pass the witness.
4	Sorry.	4	There's a different witness here
5	MR. JUSTUS: And on the following	5	today on the topics relating to customers
6	page, Topic 11, "The interruption or	6	who switched from Windstream to Charter.
7	disconnection of service"?	7	MR. KINGSTON: There are go ahead.
8	MR. KINGSTON: Also correct.	8	MR. JUSTUS: But before we have
9	MR. JUSTUS: Also correct.	9	Ms. Atkinson step down and switch
10	And 17?	10	witnesses, et cetera
11	MR. KINGSTON: Also correct.	11	And I understand you have the right
12	MR. JUSTUS: And 25?	12	to ask questions. That's not what
13	MR. KINGSTON: Also correct.	13	I meant.
14	MR. JUSTUS: Okay, let me take	14	MR. KINGSTON: I understand.
15		15	MR. JUSTUS: does that other
16	five minutes, and I may be passing the witness.	16	witness know about customers who switched
17			
18	MR. KINGSTON: Very good.	17	with respect to direct sales activities,
	MR. JUSTUS: Off the record, please.	18	as well as people who would have, you
19	THE VIDEOGRAPHER: We are off the	19	know, called into the sales center?
20	record at 1:31 p.m.	20	And the reason I'm asking, I'm going
21	(Off the record.)	21	to ask questions about, you know, when
22	(Back on the record.)	22	people are going door-to-door, and someone
23	THE VIDEOGRAPHER: We are back on the	23	decides to switch from one provider to the
24	record at 1:42 p.m.	24	other, are notes taken about that?
25	MR. JUSTUS: Okay, thank you.	25	MR. KINGSTON: That, new customers,
		I .	

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	Page 145		Page 146
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	Charter does not track who new customers	2	MR. JUSTUS: Well, I'll ask a couple
3	come from.	3	of questions of Ms. Atkinson, and I can
4	So whether it comes from a	4	always ask him as well.
5	door-to-door sale or a direct mail,	5	MR. KINGSTON: I think that yeah,
6	Charter doesn't track who the prior	6	you're welcome to do that, of course.
7	provider was.	7	
8	MR. JUSTUS: As far as the correct	8	DIRECT EXAMINATION CONTINUED
9	witness to tell me that, would it be	9	
10	Ms. Atkinson?	10	BY MR. JUSTUS:
11	MR. KINGSTON: I think it would be,	11	Q. All right, well, hello again,
12	I think it would be Ms. Atkinson.	12	Ms. Atkinson.
13	Mr. Kardos can speak to what	13	So you heard the questions where I'm
14	information is available.	14	going with that, but I'll ask them to you.
15	But it I don't want to	15	With the direct sales personnel out
16	MR. JUSTUS: Because I don't	16	in the field, going door to door, if a
17	MR. KINGSTON: spoiler alert,	17	salesperson knocks on the door of a Windstream
18	there's not a lot.	18	customer, gives a sales pitch, the Windstream
19	MR. JUSTUS: I don't know what he	19	customer decides, "Yes, I want to switch to
20	does. So	20	Charter," does the Charter salesperson take note
21	MR. KINGSTON: Yeah, yeah.	21	of who that customer is switching from; who the
22	Not, it's it's not information	22	incumbent provider is?
23	that anybody I think that it's they	23	A. Nothing that would be pooled in a
24	don't track it, so they nobody has that	24	system that we have, no. We don't capture that.
25	information. I mean, it's not	25	Q. And what do they capture; just name,
	Page 147		Page 148
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	address, phone number	2	MR. JUSTUS: Okay, I pass the
3	A. The order.	3	witness.
4	Q and what they're buying?	4	MR. KINGSTON: Before I begin, you
5	A. Yes.	5	may want to there is a I think there
6	Q. And nothing else?	6	was a correction or a date appointed that
7	A. Nothing else. It's just the services	7	Ms. Atkinson didn't have when you were
8	they're getting.	8	talking about calls, where a Windstream
9	Q. And Charter is not aware of when a	9	customer indicated that they received a
10	Windstream customer, in the door-to-door setting,	10	Charter mailer, and may have believed it
11	has decided to switch to Charter, of the	11	was from Windstream.
12	Windstream customer giving a reason that they're	12	And I don't know if if you want to
13	switching, because Windstream is going out of	13	inquire about that, we've given the
14	business or because Windstream is bankrupt?	14	witness the documents that we have, that
15	A. We don't capture any commentary,	15	I pulled out of a binder that I had, so
16	other than the sale.	16	they've there's highlighting on it
17	Q. Okay. And aside from, you know,	17	that's mine, and then I think there's
18	capturing it in the ordinary course of business,	18	Ms. Atkinson's note.
19	anecdotally, has Charter become aware from	19	But that you can inquire about it
20	talking to its direct sales folks	20	or I can just try and go through it when
21	A. No.	21	I ask her questions, whatever is easiest?
22	Q of any instances of that	22	MR. JUSTUS: Well, I'll try, I'll
23	happening?	23	give it a shot. I don't have the
24	A. No.	24	documents.
25	Q. Okay.	25	MR. KINGSTON: Do you want we can
	-		•

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	Page 149		Page 150
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	share them, or you can make copies,	2	(Defendants' Exhibit Number 11 was
3	however you want to do it.	3	marked for identification as of this
4	MR. JUSTUS: Okay. Let's mark this	4	date.)
5	as Exhibit 11 actually, let's just do	5	date.)
6	all of these together as Exhibit 11.	6	DIRECT EXAMINATION CONTINUED
7	_	7	DIRECT EXAMINATION CONTINUED
	And Exhibit 11 is well, it's		BY MR. JUSTUS:
8	several things.	8	
9	It's Charter -44484;	9	Q. And so you've just recently looked
10	Win 002064 through -2071.	10	at
11	And I don't know, are these supposed	11	A. Yes.
12	to be in there or not?	12	Q Exhibit 11 on a break; right?
13	MR. KINGSTON: Oh, probably not.	13	A. Yes.
14	Thanks, man.	14	Q. So the first the first page, it's
15	MR. JUSTUS: And that's it, then.	15	what I understand to be a disciplinary report for
16	So the Charter -4484 document, and	16	Rebecca Root; is that right?
17	then, the Win -2064 through -2071, a	17	A. It would be yes, her conversation
18	multi-page document.	18	with Gene Chewing Chewning.
19	So those together will be Exhibit 11.	19	Q. How do you spell that?
20	THE COURT REPORTER: Can I mark it?	20	A. C-H-E-W-N-I-N-G.
21	MR. JUSTUS: Yes.	21	Q. And in that conversation, Ms. Root
22	THE COURT REPORTER: Hand it to the	22	states that a Windstream customer received
23	witness, or do you want it back?	23	Charter's direct-mail piece
24	MR. JUSTUS: Let me take another	24	A. Yes.
25	quick look.	25	Q and thought that it had been sent
	4		Q. und mought that it had even some
	Page 151		Page 152
	1 V.C. A.1. 00/10/10		
	1 K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
	by Windstream; is that right?	1 2	K.C. Atkinson - 09/19/19
			K.C. Atkinson - 09/19/19 CROSS-EXAMINATION
	2 by Windstream; is that right?	2	
	by Windstream; is that right?A. Yes.	2 3	
	 by Windstream; is that right? A. Yes. She said she had a flyer that 	2 3 4 5	CROSS-EXAMINATION BY MR. KINGSTON:
	 by Windstream; is that right? A. Yes. She said she had a flyer that Windstream had sent out. And that was she saw 	2 3 4	CROSS-EXAMINATION BY MR. KINGSTON: Q. Ms. Atkinson, I'm going to read into
	 by Windstream; is that right? A. Yes. She said she had a flyer that Windstream had sent out. And that was she saw it was a Spectrum mailing. Q. And that would have to be this 	2 3 4 5 6 7	CROSS-EXAMINATION BY MR. KINGSTON: Q. Ms. Atkinson, I'm going to read into the record, a portion of Exhibit 11, and ask you
	 by Windstream; is that right? A. Yes. She said she had a flyer that Windstream had sent out. And that was she saw it was a Spectrum mailing. Q. And that would have to be this direct-mail piece on page 13 and 14 of Exhibit 2, 	2 3 4 5 6 7 8	CROSS-EXAMINATION CROSS-EXAMINATION CROSS-EXAMINATION REPROVED TO THE CONTROL OF THE CONTROL OF THE CROSS AND T
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		Page 153		Page 154
	1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
	2	understanding that nothing is sent out unless	2	direct me in the document to the number in the
	3	it's preapproved. I thought it was okay, so we	3	bottom right-hand corner where the list of
	4	made some copies and told Jay. We only gave out	4	companies appears.
	5	two flyers.	5	A. This number (indicating)?
	6	"Emmitt wouldn't have had this. It	6	Q. Yes, ma'am.
	7	wasn't for me.	7	A. Win 002064.
	8	"We have"	8	Q. And is where is the actual list of
	9	"Emmitt wouldn't have had this if it	9	companies, though? Is that on
	10	wasn't for me. We have given" "we haven't	10	A. It's on the it starts on
	11	given any out for a week. I saw a list with	11	Win 00206506606706806070.
	12	different company names on it."	12	It skips, there's not a list. And then -071.
	13	Have I read that correctly?	13	Q. And that's the list of companies that
	14	A. Yes.	14	Ms. Root was referring to?
	15	Q. And if you look at the other	15	A. Yes.
	16	documents affixed to Exhibit 11, do you see the	16	Q. Okay.
	17	list of	17	You can put Exhibit 11 aside.
	18	A. Yes.	18	MR. KINGSTON: I think I will staple
	19	Q the list of companies Ms. Root	19	it at some point.
	20	referred to?	20	BY MR. KINGSTON:
	21	A. Yes.	21	Q. Ms. Atkinson, you've talked a little
	22	Q. And what is the Bates number for	22	bit with Mr. Justus about a company called
	23	that what is the Bates number for that list?	23	One Touch.
	24	Can you just read the the	24	Do you recall that?
	25	direct me in the record to or, excuse me,	25	A. Yes.
-				•
		Page 155		Page 156
	1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
	2	Q. And what is One Touch?	2	February 16 through 28 of 2019.
		Q. And what is one rough:		1 Cordary 10 dirough 20 of 2019.
	3	A It is a third party		Con you take a moment to review
	3	A. It is a third party. And it would be helpful to just have	3	Can you take a moment to review
	4	And it would be helpful to just have	4	Exhibit 12, and let me know when you're ready,
	4 5	And it would be helpful to just have the One Touch materials	4 5	Exhibit 12, and let me know when you're ready, please?
	4 5 6	And it would be helpful to just have the One Touch materials Q. Sure.	4 5 6	Exhibit 12, and let me know when you're ready, please? A. (Witness reviews document.)
	4 5 6 7	And it would be helpful to just have the One Touch materials Q. Sure. A for it.	4 5 6 7	Exhibit 12, and let me know when you're ready, please? A. (Witness reviews document.) Yes.
	4 5 6 7 8	And it would be helpful to just have the One Touch materials Q. Sure. A for it. It is a third-party competitive	4 5 6 7 8	Exhibit 12, and let me know when you're ready, please? A. (Witness reviews document.) Yes. Q. And so is Exhibit 12 a TELCOTRAK
	4 5 6 7 8 9	And it would be helpful to just have the One Touch materials Q. Sure. A for it. It is a third-party competitive intelligence company that does research in all of	4 5 6 7 8 9	Exhibit 12, and let me know when you're ready, please? A. (Witness reviews document.) Yes. Q. And so is Exhibit 12 a TELCOTRAK newsletter sent out by the One Touch Intelligence
	4 5 6 7 8 9	And it would be helpful to just have the One Touch materials Q. Sure. A for it. It is a third-party competitive intelligence company that does research in all of our footprint across 300-plus competitors.	4 5 6 7 8 9	Exhibit 12, and let me know when you're ready, please? A. (Witness reviews document.) Yes. Q. And so is Exhibit 12 a TELCOTRAK newsletter sent out by the One Touch Intelligence company?
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	Page 157		Page 158
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	number of competitors?	2	inclusion in its newsletter, does it typically
3	A. A large number.	3	choose competitors where there's something
4	Q. And so I think you testified as	4	important to talk about with those competitors?
5	to 300 competitors that are monitored by	5	A. Yes.
6	One Touch Intelligence?	6	MR. JUSTUS: Objection, foundation.
7	A. That is correct.	7	BY MR. KINGSTON:
8	Q. And does Exhibit 12 reflect	8	Q. Does Charter depend on One Touch to
9	information on all 300 of those competitors?	9	identify which among its competitors, at any
10	A. No.	10	given time frame, there is information that is
11	It's specific to Windstream,	11	important enough to be included in a newsletter
12	Frontier, Verizon, FIG Wireless. And a little	12	about?
13	bit about AT&T referenced in the Verizon.	13	A. It's really what happens in the news,
14	Q. And so One Touch Intelligence sends	14	for the most part.
15	out these monthly TELCOTRAK newsletters; is that	15	And there's, obviously, topical
16	fair or, is that true?	16	points that they know we have interest in.
17	A. Yes.	17	5G rollout, for example.
18	Q. Okay. And One Touch Intelligence	18	Q. Uh-huh?
19	decides which among the 300, give or take,	19	A. And so they would make sure that, at
20	competitors that it monitors to talk about in	20	some point, they're doing detailed overviews of
21	those newsletters?	21	those areas.
22	A. Yes.	22	Q. And so among the 300 competitors
23	Q. And in your understanding, does	23	monitored by One Touch, One Touch chose
24	One Touch Intelligence seek to when it talks	24	three competitors for discussion in articles
25	about those when it chooses competitors for	25	on Exhibit 12; true?
_			
	Page 159		Page 160
_		1	
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
1 2	K.C. Atkinson - 09/19/19 A. True.	1 2	K.C. Atkinson - 09/19/19 "Long-suffering telco Windstream has
	A. True.	2	"Long-suffering telco Windstream has
2		2	"Long-suffering telco Windstream has bowed to financial reality in the wake of a
2 3	A. True.Q. And the very first one that One Touch	2 3 4	"Long-suffering telco Windstream has bowed to financial reality in the wake of a potentially crippling court ruling, and has filed
2 3 4	A. True.Q. And the very first one that One Touch referenced was Windstream?A. Yes.	2	"Long-suffering telco Windstream has bowed to financial reality in the wake of a potentially crippling court ruling, and has filed for Chapter 11 bankruptcy."
2 3 4 5	A. True. Q. And the very first one that One Touch referenced was Windstream?	2 3 4 5	"Long-suffering telco Windstream has bowed to financial reality in the wake of a potentially crippling court ruling, and has filed
2 3 4 5 6	 A. True. Q. And the very first one that One Touch referenced was Windstream? A. Yes. Q. And what's the headline of OneTouch's 	2 3 4 5 6	"Long-suffering telco Windstream has bowed to financial reality in the wake of a potentially crippling court ruling, and has filed for Chapter 11 bankruptcy." Have I read that correctly? A. Yes.
2 3 4 5 6 7	 A. True. Q. And the very first one that One Touch referenced was Windstream? A. Yes. Q. And what's the headline of OneTouch's article about Windstream on the first page of 	2 3 4 5 6 7	"Long-suffering telco Windstream has bowed to financial reality in the wake of a potentially crippling court ruling, and has filed for Chapter 11 bankruptcy." Have I read that correctly? A. Yes.
2 3 4 5 6 7 8	 A. True. Q. And the very first one that One Touch referenced was Windstream? A. Yes. Q. And what's the headline of OneTouch's article about Windstream on the first page of Exhibit 12? 	2 3 4 5 6 7 8	"Long-suffering telco Windstream has bowed to financial reality in the wake of a potentially crippling court ruling, and has filed for Chapter 11 bankruptcy." Have I read that correctly? A. Yes. Q. And directing your attention to the
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A. True. Q. And the very first one that One Touch referenced was Windstream? A. Yes. Q. And what's the headline of OneTouch's article about Windstream on the first page of Exhibit 12? A. "Windstream sends up white flag and files Chapter 11 bankruptcy." Q. I want to direct your attention towell, it the right-hand side of the first page of Exhibit 12, where it appears that there are three bolded bolded topics listed on at the beginning of each paragraph. Do you see that? A. Yes. Q. And so it looks like the first the first page of Exhibit 12, the discussion of Windstream is chunked into three sections: one	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	"Long-suffering telco Windstream has bowed to financial reality in the wake of a potentially crippling court ruling, and has filed for Chapter 11 bankruptcy." Have I read that correctly? A. Yes. Q. And directing your attention to the "Implications" section, do you see that? A. Yes. Q. I read the second sentence in the "Implications" section as follows: "But while Chapter 11 will provide some legal shelter while the telco reorganizes its tangled debt structure, uncertainty about the service impacts will make some residential and business customers uneasy." Have I read that correctly? A. Yes. Q. And so throughout your deposition you've been talking or, you've mentioned from
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. True. Q. And the very first one that One Touch referenced was Windstream? A. Yes. Q. And what's the headline of OneTouch's article about Windstream on the first page of Exhibit 12? A. "Windstream sends up white flag and files Chapter 11 bankruptcy." Q. I want to direct your attention towell, it the right-hand side of the first page of Exhibit 12, where it appears that there are three bolded bolded topics listed on at the beginning of each paragraph. Do you see that? A. Yes. Q. And so it looks like the first the first page of Exhibit 12, the discussion of Windstream is chunked into three sections: one identifying the issue, one providing background, and one discussing the implications?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	"Long-suffering telco Windstream has bowed to financial reality in the wake of a potentially crippling court ruling, and has filed for Chapter 11 bankruptcy." Have I read that correctly? A. Yes. Q. And directing your attention to the "Implications" section, do you see that? A. Yes. Q. I read the second sentence in the "Implications" section as follows: "But while Chapter 11 will provide some legal shelter while the telco reorganizes its tangled debt structure, uncertainty about the service impacts will make some residential and business customers uneasy." Have I read that correctly? A. Yes. Q. And so throughout your deposition you've been talking or, you've mentioned from
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. True. Q. And the very first one that One Touch referenced was Windstream? A. Yes. Q. And what's the headline of OneTouch's article about Windstream on the first page of Exhibit 12? A. "Windstream sends up white flag and files Chapter 11 bankruptcy." Q. I want to direct your attention towell, it the right-hand side of the first page of Exhibit 12, where it appears that there are three bolded bolded topics listed on at the beginning of each paragraph. Do you see that? A. Yes. Q. And so it looks like the first the first page of Exhibit 12, the discussion of Windstream is chunked into three sections: one identifying the issue, one providing background, and one discussing the implications? A. Yes.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	"Long-suffering telco Windstream has bowed to financial reality in the wake of a potentially crippling court ruling, and has filed for Chapter 11 bankruptcy." Have I read that correctly? A. Yes. Q. And directing your attention to the "Implications" section, do you see that? A. Yes. Q. I read the second sentence in the "Implications" section as follows: "But while Chapter 11 will provide some legal shelter while the telco reorganizes its tangled debt structure, uncertainty about the service impacts will make some residential and business customers uneasy." Have I read that correctly? A. Yes. Q. And so throughout your deposition you've been talking or, you've mentioned from time to time, analysis that Charter received from a third party.

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	Page 161		Page 162
	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
:	2 A. Yes.	2	wireless industry?
] :	Q. And so does One Touch identify	3	A. We do.
4	uncertainty about related to Windstream's	4	Q. Do you recall earlier when you
!	Chapter 11 bankruptcy?	5	discussed potential confusion as to what was
(5 A. Yes.	6	going on at Windstream throughout its bankruptcy?
	Q. And does One Touch indicate that that	7	A. Yes with regard to the mailing?
8	uncertainty could extend to the services?	8	Q. Yes, ma'am.
9	A. It does.	9	A. Yes.
10	Q. And was that information from	10	Q. And does this One Touch mailer, in
13	One Touch incorporated into the direct mailer	11	fact, suggest that there is confusion and
1:	that Charter sent in March of 2019 related to	12	uncertainty as to what is going on at Windstream?
13	Windstream?	13	A. Yes.
14	A. Yes. This was the foundation for the	14	Q. Directing your attention to the page,
1!		15	-838, in the bottom right-hand corner?
16		16	I read the fourth paragraph from the
1'	, .	17	bottom or, excuse me, fourth paragraph from
18	Č	18	the top to include a discussion of potential
19		19	customer concerns.
20		20	Do you see that?
2:		21	A. Yes.
2:		22	Q. And I read One Touch to say, that:
2:		23	"Customers will propaly (ph.)"
24	8	24	"will probably be more concerned that
2!	expertise in the telephone, broadband, and	25	distractions and tighter financial restrictions
	Page 163		Page 164
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	during Windstream's bankruptcy may lead to	2	Charter?
		-	Charter:
3	service issues, ranging from outages to spiraling	3	A. Yes.
4	service issues, ranging from outages to spiraling customer support response times. Windstream may	3 4	A. Yes.Q. You understand that Charter provides
4	service issues, ranging from outages to spiraling customer support response times. Windstream may also be limited in its ability to capitalize on	3	A. Yes. Q. You understand that Charter provides services to Windstream customers through what's
5	service issues, ranging from outages to spiraling customer support response times. Windstream may also be limited in its ability to capitalize on higher-speed qualifications for new and existing	3 4 5 6	A. Yes. Q. You understand that Charter provides services to Windstream customers through what's called a "last-mile service contract"?
	service issues, ranging from outages to spiraling customer support response times. Windstream may also be limited in its ability to capitalize on higher-speed qualifications for new and existing customers."	3 4 5 6 7	 A. Yes. Q. You understand that Charter provides services to Windstream customers through what's called a "last-mile service contract"? A. Yes, I am familiar with that.
4 5 7 8	service issues, ranging from outages to spiraling customer support response times. Windstream may also be limited in its ability to capitalize on higher-speed qualifications for new and existing customers." Have I read that correctly?	3 4 5 6 7 8	 A. Yes. Q. You understand that Charter provides services to Windstream customers through what's called a "last-mile service contract"? A. Yes, I am familiar with that. Q. And did you know that Charter
4 5 7 8	service issues, ranging from outages to spiraling customer support response times. Windstream may also be limited in its ability to capitalize on higher-speed qualifications for new and existing customers." Have I read that correctly? A. Yes.	3 4 5 6 7 8 9	A. Yes. Q. You understand that Charter provides services to Windstream customers through what's called a "last-mile service contract"? A. Yes, I am familiar with that. Q. And did you know that Charter provides service to some 14,000 Windstream
6 5 7 8 9	service issues, ranging from outages to spiraling customer support response times. Windstream may also be limited in its ability to capitalize on higher-speed qualifications for new and existing customers." Have I read that correctly? A. Yes. Q. And so are those distractions and	3 4 5 6 7 8 9	A. Yes. Q. You understand that Charter provides services to Windstream customers through what's called a "last-mile service contract"? A. Yes, I am familiar with that. Q. And did you know that Charter provides service to some 14,000 Windstream customers pursuant to that last-mile service
6 6 7 8 9	service issues, ranging from outages to spiraling customer support response times. Windstream may also be limited in its ability to capitalize on higher-speed qualifications for new and existing customers." Have I read that correctly? A. Yes. Q. And so are those distractions and tighter financial restrictions, are those among	3 4 5 6 7 8 9 10	A. Yes. Q. You understand that Charter provides services to Windstream customers through what's called a "last-mile service contract"? A. Yes, I am familiar with that. Q. And did you know that Charter provides service to some 14,000 Windstream customers pursuant to that last-mile service contract?
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2 6 6 7 7 8 8 9 10 11 11 11 11 11 11 11 11 11 11 11 11	service issues, ranging from outages to spiraling customer support response times. Windstream may also be limited in its ability to capitalize on higher-speed qualifications for new and existing customers." Have I read that correctly? A. Yes. Q. And so are those distractions and tighter financial restrictions, are those among the issues that, in your view, would create confusion related to Windstream's bankruptcy? A. Yes, it would.	3 4 5 6 7 8 9 10 11 12 13 14	A. Yes. Q. You understand that Charter provides services to Windstream customers through what's called a "last-mile service contract"? A. Yes, I am familiar with that. Q. And did you know that Charter provides service to some 14,000 Windstream customers pursuant to that last-mile service contract? A. Yes. Q. And do you know that or, were you aware that, during the bankruptcy strike that.
2 4 5 6 6 7 7 8 8 9 10 12 13 14 15 15 15 15 15 15 15 15 15 15 15 15 15	service issues, ranging from outages to spiraling customer support response times. Windstream may also be limited in its ability to capitalize on higher-speed qualifications for new and existing customers." Have I read that correctly? A. Yes. Q. And so are those distractions and tighter financial restrictions, are those among the issues that, in your view, would create confusion related to Windstream's bankruptcy? A. Yes, it would. Q. And that would be confusion as to	3 4 5 6 7 8 9 10 11 12 13 14 15	A. Yes. Q. You understand that Charter provides services to Windstream customers through what's called a "last-mile service contract"? A. Yes, I am familiar with that. Q. And did you know that Charter provides service to some 14,000 Windstream customers pursuant to that last-mile service contract? A. Yes. Q. And do you know that or, were you aware that, during the bankruptcy strike that. Do you mind if I start over?
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10 10 11 12 13 14 15 16 17	service issues, ranging from outages to spiraling customer support response times. Windstream may also be limited in its ability to capitalize on higher-speed qualifications for new and existing customers." Have I read that correctly? A. Yes. Q. And so are those distractions and tighter financial restrictions, are those among the issues that, in your view, would create confusion related to Windstream's bankruptcy? A. Yes, it would. Q. And that would be confusion as to what was going on at Windstream? A. Yes. Q. And is it possible that or and was was something strike that.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A. Yes. Q. You understand that Charter provides services to Windstream customers through what's called a "last-mile service contract"? A. Yes, I am familiar with that. Q. And did you know that Charter provides service to some 14,000 Windstream customers pursuant to that last-mile service contract? A. Yes. Q. And do you know that or, were you aware that, during the bankruptcy strike that. Do you mind if I start over? A. Yes MR. JUSTUS: And, John THE WITNESS: yes, I'm okay. MR. JUSTUS: I'm just going to
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10 11 12 13 14 15 16 17 18 20 21	service issues, ranging from outages to spiraling customer support response times. Windstream may also be limited in its ability to capitalize on higher-speed qualifications for new and existing customers." Have I read that correctly? A. Yes. Q. And so are those distractions and tighter financial restrictions, are those among the issues that, in your view, would create confusion related to Windstream's bankruptcy? A. Yes, it would. Q. And that would be confusion as to what was going on at Windstream? A. Yes. Q. And is it possible that or and was was something strike that. Mind if I start over, Ms. Atkinson? A. Sure.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. Yes. Q. You understand that Charter provides services to Windstream customers through what's called a "last-mile service contract"? A. Yes, I am familiar with that. Q. And did you know that Charter provides service to some 14,000 Windstream customers pursuant to that last-mile service contract? A. Yes. Q. And do you know that or, were you aware that, during the bankruptcy strike that. Do you mind if I start over? A. Yes MR. JUSTUS: And, John THE WITNESS: yes, I'm okay. MR. JUSTUS: I'm just going to lodge an objection as beyond the scope, to the extent you're talking you're going
10 11 12 13 14 15 16 17 18 20 21 22	service issues, ranging from outages to spiraling customer support response times. Windstream may also be limited in its ability to capitalize on higher-speed qualifications for new and existing customers." Have I read that correctly? A. Yes. Q. And so are those distractions and tighter financial restrictions, are those among the issues that, in your view, would create confusion related to Windstream's bankruptcy? A. Yes, it would. Q. And that would be confusion as to what was going on at Windstream? A. Yes. Q. And is it possible that or and was was something strike that. Mind if I start over, Ms. Atkinson? A. Sure. Q. And in your view, Ms. Atkinson, is a	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. Yes. Q. You understand that Charter provides services to Windstream customers through what's called a "last-mile service contract"? A. Yes, I am familiar with that. Q. And did you know that Charter provides service to some 14,000 Windstream customers pursuant to that last-mile service contract? A. Yes. Q. And do you know that or, were you aware that, during the bankruptcy strike that. Do you mind if I start over? A. Yes MR. JUSTUS: And, John THE WITNESS: yes, I'm okay. MR. JUSTUS: I'm just going to lodge an objection as beyond the scope, to the extent you're talking you're going to ask questions about the last-mile
10 11 12 13 14 15 16 17 18 19 20 21 22 23	service issues, ranging from outages to spiraling customer support response times. Windstream may also be limited in its ability to capitalize on higher-speed qualifications for new and existing customers." Have I read that correctly? A. Yes. Q. And so are those distractions and tighter financial restrictions, are those among the issues that, in your view, would create confusion related to Windstream's bankruptcy? A. Yes, it would. Q. And that would be confusion as to what was going on at Windstream? A. Yes. Q. And is it possible that or and was was something strike that. Mind if I start over, Ms. Atkinson? A. Sure. Q. And in your view, Ms. Atkinson, is a customer's concern about confusion as to what is	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. Yes. Q. You understand that Charter provides services to Windstream customers through what's called a "last-mile service contract"? A. Yes, I am familiar with that. Q. And did you know that Charter provides service to some 14,000 Windstream customers pursuant to that last-mile service contract? A. Yes. Q. And do you know that or, were you aware that, during the bankruptcy strike that. Do you mind if I start over? A. Yes MR. JUSTUS: And, John THE WITNESS: yes, I'm okay. MR. JUSTUS: I'm just going to lodge an objection as beyond the scope, to the extent you're talking you're going to ask questions about the last-mile service and any disconnections, anything
10 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	service issues, ranging from outages to spiraling customer support response times. Windstream may also be limited in its ability to capitalize on higher-speed qualifications for new and existing customers." Have I read that correctly? A. Yes. Q. And so are those distractions and tighter financial restrictions, are those among the issues that, in your view, would create confusion related to Windstream's bankruptcy? A. Yes, it would. Q. And that would be confusion as to what was going on at Windstream? A. Yes. Q. And is it possible that — or — and was — was something — strike that. Mind if I start over, Ms. Atkinson? A. Sure. Q. And in your view, Ms. Atkinson, is a customer's concern about confusion as to what is going on at Windstream during its bankruptcy, a	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	A. Yes. Q. You understand that Charter provides services to Windstream customers through what's called a "last-mile service contract"? A. Yes, I am familiar with that. Q. And did you know that Charter provides service to some 14,000 Windstream customers pursuant to that last-mile service contract? A. Yes. Q. And do you know that or, were you aware that, during the bankruptcy strike that. Do you mind if I start over? A. Yes MR. JUSTUS: And, John THE WITNESS: yes, I'm okay. MR. JUSTUS: I'm just going to lodge an objection as beyond the scope, to the extent you're talking you're going to ask questions about the last-mile service and any disconnections, anything like that.
10 11 12 13 14 15 16 17 18 19 20 21 22 23	service issues, ranging from outages to spiraling customer support response times. Windstream may also be limited in its ability to capitalize on higher-speed qualifications for new and existing customers." Have I read that correctly? A. Yes. Q. And so are those distractions and tighter financial restrictions, are those among the issues that, in your view, would create confusion related to Windstream's bankruptcy? A. Yes, it would. Q. And that would be confusion as to what was going on at Windstream? A. Yes. Q. And is it possible that or and was was something strike that. Mind if I start over, Ms. Atkinson? A. Sure. Q. And in your view, Ms. Atkinson, is a customer's concern about confusion as to what is going on at Windstream during its bankruptcy, a	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. Yes. Q. You understand that Charter provides services to Windstream customers through what's called a "last-mile service contract"? A. Yes, I am familiar with that. Q. And did you know that Charter provides service to some 14,000 Windstream customers pursuant to that last-mile service contract? A. Yes. Q. And do you know that or, were you aware that, during the bankruptcy strike that. Do you mind if I start over? A. Yes MR. JUSTUS: And, John THE WITNESS: yes, I'm okay. MR. JUSTUS: I'm just going to lodge an objection as beyond the scope, to the extent you're talking you're going to ask questions about the last-mile service and any disconnections, anything

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	Page 165		Page 166
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	questions to this witness.	2	A. Yes.
3	MR. KINGSTON: That's that's a	3	Q. And that last-mile contract is a
4	fair objection, and I don't intend to.	4	contract that Windstream may assume or not assume
5	And to the extent that I do here	5	during the bankruptcy.
6	to the extent that you feel like I've	6	Is Charter aware of that?
7	gotten into the disconnect issue, you	7	A. Yes.
8	are counsel is welcome to address those	8	Q. And if Windstream doesn't assume
9	on recross.	9	that last-mile contract, service to those
10	MR. JUSTUS: Okay.	10	14,000 customers would be interrupted, wouldn't
11	MR. KINGSTON: But I don't intend to	11	it, Ms. Atkinson?
12	get into that issue.	12	A. It would.
13	BY MR. KINGSTON:	13	Q. And so is your knowledge that, an
14	Q. After that colloquy, are you ready	14	open contract in the bankruptcy, that has not
15	for us to take another run at it, Ms. Atkinson?	15	been assumed, could lead to an interruption of
16	A. Yes.	16	service to 14,000 customers, that Charter knows
17	Q. So Charter's understanding is that	17	of, consistent with the concerns about service
18	Windstream you mind if I start over again?	18	issues described in Exhibit 12?
19	I'm sorry, I stepped on my toes.	19	A. That is correct.
20	A. Go ahead.	20	Q. I direct your attention to the
21	Q. Thank you.	21	third paragraph from the bottom on page -838
22	Charter's understanding is that it	22	of Exhibit 12.
23	provides services to some 14,000 Windstream	23	I read the second sentence as
24	customers pursuant to a last-mile contract; is	24	follows:
25	that right?	25	"As a result, the new Windstream that
	Page 167		Page 168
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	emerges from bankruptcy, sometime in the next	2	A. Yes.
3	year or two, could be smaller, but not	3	Q. Can you tell me what that is?
4	necessarily stronger telco, with an even more	4	A. It is from One Touch, our tracking
5	uncertain future."	5	company. It's called a "Competitive Alert," and
6	Have I read that correctly?	6	it's dated February 25th.
7	A. Yes.	7	Q. And does it include does the
8	Q. And so did Charter develop its	8	One Touch Competitive Alert, on the left-hand
9	understanding that there was uncertainty related	9	side, include a summary, and then an impact
10	to Windstream's bankruptcy from information	10	analysis?
11	provided by One Touch?	11	A. It does.
12	A. Yes.	12	Q. And does the One Touch impact
13	Q. And was that same information	13	analysis, in the last paragraph, include the
14	incorporated into the March 2019 direct mailer?	14	following sentence:
15	A. It was.	15	"It's likely the uncertainty
16	Q. Okay.	16	surrounding its bankruptcy will make business
17	MR. KINGSTON: Ms. Marney, would you	17	customers think twice about inking or renewing a
18	mind marking this as Exhibit 13?	18	service contract with Windstream"?
19	(Plaintiffs' Exhibit Number 13 was	19	A. It does.
20	marked for identification as of this	20	Q. All right. And is that consistent
21	date.)	21	with the message that Charter adopted in the
22	BY MR. KINGSTON:	22	March 2019 mailer?
23	Q. Ms. Atkinson, you've been handed	23	A. Yes.
24	Exhibit 13.	24	Q. Ms. Atkinson, are you familiar or,
25	Do you recognize that?	25	does Charter occasionally use databases like
	, , , , , , , , , , , , , , , , , , , ,		and additionally and additional into

	0101	Page 170
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	1	K.C. Atkinson - 09/19/19
•		sometimes look at the direct-mail offers that
		or, direct-mail advertising that is available
		through databases, such as Comperemedia, would be
		to see what sort of terms and services were being
		offered by its competition?
		A. Yes.
		MR. KINGSTON: Ms. Marney.
		(Counsel hands the court reporter a
		document.)
		THE COURT REPORTER: 14 is next.
		(Plaintiffs' Exhibit Number 14 was
		marked for identification as of this
		date.)
		BY MR. KINGSTON:
•		Q. Ms. Atkinson I'm sorry.
		Ms. Atkinson, Ms. Marney has handed you Exhibit 13 (sic).
-		•
		Exhibit 13 (sic) is a multi-page
		document, the first page of which appears to be a an unlabeled envelope, with a stamp, and an
		address, in the upper left-hand corner.
		The following pages appear to be a
· ·		Windstream Kinetic TV mailing piece.
		Do you recognize Exhibit 13 (sic)?
(20 000 000 000 000 000 000 000 000 000		20 you revoginize Zimnett 15 (sie).
Page 171		Page 172
K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
A. I do.	2	designed to look like an invitation,
Q. And have I correctly described it?	3	usually scripted font. And it's
A. You have.	4	purposely leaves off the company's name
Q. And is this one of is	5	because, in some cases, the customer
Exhibit 13 (sic) of the direct-mail exemplars	6	wouldn't open it if they saw the company
that Charter obtained through Comperemedia in	7	that was soliciting.
March and April of 2019?	8	And so blind OEs are traditionally
A. It is.	9	used to drive a higher open rate, and,
MR. JUSTUS: John, is there a	10	therefore, potentially, response rate,
redaction on the first page of Exhibit 14?	11	once they see the inside materials.
MR. KINGSTON: There is not.	12	BY MR. KINGSTON:
THE WITNESS: No.	13	Q. And so is Exhibit 13 (sic) a
MR. JUSTUS: So this is a stamped	14	Windstream blind OE?
_	15	A. Yes, it is.
THE WITNESS: Yes. I can elaborate	16	Q. Ms. Atkinson, I'm handing you a
on this.	17	document that was previously identified as
BY MR. KINGSTON:	18	Charter 7 in a in, I believe, your deposition
Q. Are you familiar, Ms. Atkinson, with	19	on May 1st of 2019.
		Co I'm handing you Ershihit 7 from the
the concept of what's called a "blind OE"?	20	So I'm handing you Exhibit 7 from the
A. Yes, I am.	21	May 1, 2019, deposition of Charter's corporate
A. Yes, I am.Q. And explain that to me.	21 22	May 1, 2019, deposition of Charter's corporate representative.
A. Yes, I am.Q. And explain that to me.MR. JUSTUS: Objection. This is	21 22 23	May 1, 2019, deposition of Charter's corporate representative. MR. KINGSTON: Ms. Marney, I was
A. Yes, I am.Q. And explain that to me.	21 22	May 1, 2019, deposition of Charter's corporate representative.
-	K.C. Atkinson - 09/19/19 Comperemedia? A. Yes. Q. And just tell me, kind of in general terms, what that database is. A. The Comperemedia is actually, I'm just trying to remember the exact details of what it provides us competitive information, but, also, spending activities in markets; how much money, from reported spend in media purchasing, is in the marketplace. Q. So if Charter were interested in what sort of direct-mail advertisements were being used by competitors, such as Windstream, would it be able to obtain exemplars and samples from Comperemedia? A. We would. Q. And, in March in March and April of 2019, did Charter obtain exemplars of the available Windstream direct-mail advertisements from Comperemedia? A. Yes. We also do that just to know the offers that are in market. Q. So one reason why Charter would Page 171 K.C. Atkinson - 09/19/19 A. I do. Q. And have I correctly described it? A. You have. Q. And is this one of is Exhibit 13 (sic) of the direct-mail exemplars that Charter obtained through Comperemedia in March and April of 2019? A. It is. MR. JUSTUS: John, is there a redaction on the first page of Exhibit 14? MR. KINGSTON: There is not. THE WITNESS: No. MR. JUSTUS: So this is a stamped envelope with no addressee? THE WITNESS: Yes. I can elaborate on this.	K.C. Atkinson - 09/19/19 K.C. Atkinson - 09/19/19 A. Yes. Q. And just tell me, kind of in general terms, what that database is. A. The Comperemedia is actually, Im just trying to remember the exact details of what it provides us competitive information, but, also, spending activities in markets; how much money, from reported spend in media purchasing, is in the marketplace. Q. So if Charter were interested in what sort of direct-mail advertisements were being used by competitors, such as Windstream, would it be able to obtain exemplars and samples from Comperemedia? A. We would. Q. And, in March in March and April of 2019, did Charter obtain exemplars of the available Windstream direct-mail advertisements from Comperemedia? A. Yes. We also do that just to know the offers that are in market. Q. So one reason why Charter would Page 171 K.C. Atkinson - 09/19/19 A. I do. Q. And is this one of is Exhibit 13 (sic) of the direct-mail exemplars that Charter obtained through Comperemedia in March and April of 2019? A. It is. MR. JUSTUS: John, is there a redaction on the first page of Exhibit 14? MR. KINGSTON: There is not. THE WITNESS: No. MR. JUSTUS: So this is a stamped envelope with no addressee? THE WITNESS: Yes. I can elaborate on this.

	Page 173		Page 174
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	the fact that it was a previously	2	Do you recognize Exhibit 15?
3	introduced exhibit.	3	A. Yes.
4	But I think I want you to have a copy	4	Q. And have I correctly described it?
5	of all of them, so I'm going to go ahead	5	A. Yes.
6	and mark this.	6	Q. And is Ms. Mullane's name spelled,
7	And I'm sorry that I had to make you	7	M-U-L-L-A-N-E?
8	transcribe all that.	8	A. Yes.
9	And I'll stop talking as soon as	9	Q. And does Ms. Mullane work for Charter
10	I hand this to you.	10	or does she work for RAPP?
11	THE COURT REPORTER: This will be 15.	11	A. She works for RAPP.
12	(Plaintiffs' Exhibit Number 15 was	12	Q. If I direct your attention to the
13	marked for identification as of this	13	bottom of the page, Bates-labeled Charter -936,
14	date.)	14	through the very top of the page, Bates-labeled
15	BY MR. KINGSTON:	15	-938, is that an extended or, a little more
16	Q. Ms. Atkinson, Ms. Marney has handed	16	than a one-page e-mail from Erin Mullane?
17	you Exhibit 15, which is a multi-page document,	17	A. Yes.
18	Bates-labeled Charter -936 through Charter -941	18	Q. And so all of the words on the page,
19	inclusive.	19	Bates-labeled Charter -937, those are the words
20	Exhibit 15 appears to be an	20	of a RAPP employee named Erin Mullane; is that
21	electronic mail message chain, beginning	21	right?
22	with a message from Jennifer Smith to	22	A. Yes.
23	Erin Mullane, among others, on February 28, 2019,	23	Q. And I'm going to direct your
24	and ending with a message from Erin Mullane to	24	attention to I direct attention to page -939.
25	Jennifer Smith, dated March 4, 2019.	25	Do you see a February 28, 2019,
	Page 175		Page 176
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	e-mail from Jennifer Smith to Erin Mullane, among	2	away?
3	others?	3	A. We did not.
4	A. Yes.	4	Q. In Charter's view, does the
5	Q. Skipping down to the section on	5	March 2019 mailer predict that Windstream is
6	"Message," I read the first line as follows:	6	going away?
7	"Tone to be consistent with Google,	7	A. It does not.
8	but we cannot say things like 'abandoned' or	8	Q. Second sentence of that same
9	'going away.'"	9	"Message" subpart:
10	Have I read that correctly?	10	"Windstream has declared bankruptcy,
11	A. Yes.	11	but doesn't mean they won't reorg to stay in
12	Q. And so is Ms. Smith a Charter	12	business."
13	employee?	13	Have I have I read that correctly?
14	A. Yes.	14	A. Yes.
15	Q. And did that Charter employee	15	Q. Did Charter ever instruct RAPP to
16	instruct RAPP that "we cannot say things like	16	suggest that Chapter 11 does mean that Windstream
17	'abandoned' or 'going away"'?	17	won't reorganize to stay in business?
18	A. She did.	18	A. We did not.
19	Q. All right.	19	Q. And in Charter's view, does the
20	And did Charter ever suggest to RAPP	20	March 2019 mailer suggest that Chapter 11 does
21	that they could say things like "abandoned" or	21	mean that Windstream won't reorganize to stay in
	"going away"? A. We did not.	22	business?
22	A We did not	23	A. I'm sorry, just repeat that question?
23		2.4	
	Q. Did Charter ever suggest to RAPP that it should predict that Windstream would be going	24 25	Q. I'm happy to. It kind of got away from me.

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	Page 177		Page 178
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	In Charter's' view, does the	2	(Plaintiffs' Exhibit Number 16 was
3	March 2019 direct mailer suggest that Windstream	3	marked for identification as of this
4	will not reorganize and will convert to	4	date.)
5	Chapter 7?	5	MR. KINGSTON: Can I have that back,
6	A. It does not.	6	just because I don't have one on me?
7	Q. If I direct your attention to	7	BY MR. KINGSTON:
8	page -937, I see, about a little less than	8	Q. Ms. Atkinson, I'm about to hand you
9	halfway up the page, there's a bullet point that	9	Exhibit 16, which appears to be a Windstream
10	includes, "CTA: Goodbye, Windstream, Hello	10	direct-mail offer related to Kinetic TV.
11	Spectrum."	11	Do you recognize Exhibit 16?
12	Do you see that?	12	MR. JUSTUS: And I'll object as
13	A. Yes.	13	beyond the scope again.
14	Q. What's a CTA what's your	14	THE WITNESS: It is. It looks like a
15	understanding of what a "CTA" is?	15	Kinetic mailing piece, yes.
16	A. A call to action.	16	BY MR. KINGSTON:
17	Q. And is a call to action asking the	17	Q. And does that Kinetic mailing piece
18	customer to do something, or is it a prediction	18	include the "goodbye" comment, "hello," call to
19	of something that is going to happen?	19	action?
20	A. It is asking them to do something.	20	A. It does.
21	Q. And is "Goodbye, one guy, hello the	21	"Say goodbye to cable, and hello to
22	next guy," a common or an unusual call to action,	22	Kinetic."
23	in your view?	23	(Clarification requested by the
24	A. Common.	24	court reporter.)
25		25	1
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	(The record was read back by the	2	BY MR. KINGSTON:
3	court reporter.)	3	Q. And, Ms. Atkinson, Exhibit 17 appears
4	THE WITNESS: It says, "Say goodbye	4	to me to be another Windstream direct-mail piece.
5	to cable, and hello to Kinetic. Call or	5	A. Yes.
6	go online today to learn more."	6	Q. And is Exhibit 17 another Windstream
7	BY MR. KINGSTON:	7	direct-mail piece?
8	Q. And do you understand Windstream to	8	A. It is.
9	be suggesting that cable is going out of business	9	Q. And does
10	with that call to action?	10	MR. JUSTUS: Object to foundation.
11	A. No.	11	BY MR. KINGSTON:
12	Q. And when Charter included a similar	12	Q. And does that do you see, in the
13	call to action at the bottom of its March 2019	13	left-hand side of Exhibit 17, a distinctive
14	mailer, was it trying to suggest that Windstream	14	Kinetic logo and the name "Kinetic"?
15	was going out of business?	15	A. I do.
16	A. No.	16	Q. All right. And do you recognize,
17	It's a standard call to action.	17	based on those that distinctive
18	MR. KINGSTON: I only have one copy	18	characteristic, Exhibit 17 as a Kinetic
19	of this one. I'm sorry.	19	direct-mail piece?
20	Ms. Marney, could please mark this as	20	A. Yes.
21	Exhibit 17?	21	MR. JUSTUS: Just object to form.
22	(Plaintiffs' Exhibit Number 17 was	22	BY MR. KINGSTON:
0.0	marked for identification as of this	23	 Q. And does that Kinetic direct-mail
23	data)	0.4	
23 24 25	date.)	24 25	piece include a call to action? A. It does.

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	Page 181		Page 182
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	Q. And what does that call to action	2	A. It is.
3	say?	3	MR. JUSTUS: Object to foundation,
4	A. "Say Goodbye to cable, and hello to	4	and beyond the scope.
5	Kinetic TV."	5	BY MR. KINGSTON:
6	MR. KINGSTON: Ms. Marney, if you	6	Q. On the third page of Exhibit 18, at
7	could mark that as Exhibit 18.	7	the bottom, do you see a reference or, do you
8	(Plaintiffs' Exhibit Number 18 was	8	see the last line from the Windstream signature
9	marked for identification as of this	9	block?
10	date.)	10	A. Yes.
11	BY MR. KINGSTON:	11	Q. I read that as follows:
12	Q. Ms. Atkinson, Exhibit 18 is a	12	"Say hello to Kinetic. Call or go
13	multi-page document.	13	online today to take advantage of this
14	The first page appears to be a	14	limited-time offer."
15	green-and-white envelope, with the word	15	Have I read that correctly?
16	"Windstream," and a distinctive kind of a	16	A. Yes.
17	stylized W.	17	Q. And is that a variant of "Goodbye, A,
18	A. Yes.	18	Hello B," call to action?
19	Q. And the remainder of the page the	19	A. Yes.
20	remainder of Exhibit 18 appears to be a direct	20	And at the top it says that again.
21	mailer from Windstream.	21	Q. Oh, yes, I see.
22	Do you recognize Exhibit 18?	22	Thank you.
23	A. Yes.	23	(Plaintiffs' Exhibit Number 19 was
24	Q. And is that a Windstream direct	24	marked for identification as of this
25	mailer?	25	date.)
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	BY MR. KINGSTON:	2	A. Emphasize.
3	Q. Ms. Atkinson, Ms. Marney has handed	3	Q. Okay.
4	you Exhibit 19, which appears to be a marked-up	4	So the part of the call to action
5	draft of the March 2019 direct mail?	5	that Charter was trying to emphasize in the
6	A. Yes.	6	March 2019 direct mailer was "Hello Spectrum"?
7	Q. And I just want to direct your	7	A. Yes.
8	attention to the notations at the bottom, where	8	Q. And is that
9	it looks like the "Goodbye, Windstream, Hello	9	MR. JUSTUS: Objection, misstates
10	Spectrum" call to action was to be inserted.	10	testimony.
11	Do you see that, ma'am?	11	BY MR. KINGSTON:
12	A. I do.	12	Q and is is the call to action
13	Q. And I see that the words	13	located close to or far away from the phone
14	"Hello Spectrum" are circled, and then there's	14	number that Charter is asking the reader to call?
15	a notation indicating that they should be put in	15	A. Close to it.
16	bold?	16	Q. And is that consistent with the
16 17	A. Yes.	17	phrase "Goodbye, Windstream, Hello Spectrum"
16 17 18	A. Yes.Q. And I read that to suggest that	17 18	phrase "Goodbye, Windstream, Hello Spectrum" being a call to action, as opposed to a
16 17 18 19	A. Yes. Q. And I read that to suggest that "Hello Spectrum" should be put in bold letters.	17 18 19	phrase "Goodbye, Windstream, Hello Spectrum" being a call to action, as opposed to a prediction of what's going to happen to
16 17 18 19 20	A. Yes.Q. And I read that to suggest that"Hello Spectrum" should be put in bold letters.Do you read that the same way?	17 18 19 20	phrase "Goodbye, Windstream, Hello Spectrum" being a call to action, as opposed to a prediction of what's going to happen to Windstream?
16 17 18 19 20 21	A. Yes.Q. And I read that to suggest that"Hello Spectrum" should be put in bold letters.Do you read that the same way?A. I do.	17 18 19 20 21	phrase "Goodbye, Windstream, Hello Spectrum" being a call to action, as opposed to a prediction of what's going to happen to Windstream? A. Yes.
16 17 18 19 20 21	 A. Yes. Q. And I read that to suggest that "Hello Spectrum" should be put in bold letters. Do you read that the same way? A. I do. Q. And by putting it in by putting 	17 18 19 20 21 22	phrase "Goodbye, Windstream, Hello Spectrum" being a call to action, as opposed to a prediction of what's going to happen to Windstream? A. Yes. Q. Typically, the call to action goes
16 17 18 19 20 21 22 23	 A. Yes. Q. And I read that to suggest that "Hello Spectrum" should be put in bold letters. Do you read that the same way? A. I do. Q. And by putting it in by putting the phrase "Hello Spectrum" in bold letters, was 	17 18 19 20 21 22 23	phrase "Goodbye, Windstream, Hello Spectrum" being a call to action, as opposed to a prediction of what's going to happen to Windstream? A. Yes. Q. Typically, the call to action goes next to the phone number that you want people to
16 17 18 19 20 21	 A. Yes. Q. And I read that to suggest that "Hello Spectrum" should be put in bold letters. Do you read that the same way? A. I do. Q. And by putting it in by putting 	17 18 19 20 21 22	phrase "Goodbye, Windstream, Hello Spectrum" being a call to action, as opposed to a prediction of what's going to happen to Windstream? A. Yes. Q. Typically, the call to action goes

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	Page 185		Page 186
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	Q. So, typically, the call to action	2	welcome to.
3	goes next to the phone number or the website	3	Can we mark this as Exhibit 20.
4	address that you would like the reader to call or	4	And then we're going to ask you to
5	log onto?	5	keep the exhibits. And I'd just like you
6	A. Correct.	6	to scan it as a color PDF, to get both
7	Q. Ms. Atkinson, I would like to talk to	7	sides. So it will end up being a it's
8	you a little bit about Charter's well, let me	8	an envelope, it will be two pages when you
9	start that over.	9	do it.
10	Do you mind if I start over,	10	THE COURT REPORTER: Can I go off the
11	Ms. Atkinson?	11	record?
12	A. That's fine.	12	MR. KINGSTON: We can.
13	MR. KINGSTON: I only have the one	13	THE VIDEOGRAPHER: We are off the
14	copy of this (indicating). So	14	record at 2:34 p.m.
15	MR. JUSTUS: Can you use the version	15	(Off the record.)
16	in the Exhibit 2?	16	(Back on the record.)
17	MR. KINGSTON: I no. I would	17	THE VIDEOGRAPHER: We are back on the
18	prefer to use the actual envelope.	18	record at 2:36 p.m.
19	Ms. Marney, can we mark this as	19	(Plaintiffs' Exhibit Number 20 was
20	Exhibit 20?	20	marked for identification as of this
21	And then when you well, are we on	21	date.)
22	Exhibit 20?	22	
23	MR. JUSTUS: And, obviously, I'll	23	
24	need to see it before you	24	
25	MR. KINGSTON: You're certainly	25	
	Page 187		Page 188
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2		2	side, can you see the word "Windstream"?
3	CROSS-EXAMINATION CONTINUED	3	A. No.
4		4	Q. All right.
5	BY MR. KINGSTON:	5	I want to talk to you a little bit
6	Q. Ms. Atkinson, I'm handing you	6	about the decision to use the gradient well,
7	Plaintiffs' Exhibit or, I'm handing you	7	the gradient on the back side.
8	Exhibit 20, which I read to be well, which	8	Can you close up Exhibit 20, and take
9	I believe to be an exemplar of the envelope for	9	a look at it again?
10	the March 2019 direct mail?	10	MR. JUSTUS: So I'll object again to
11	A. Yes.	11	this line of questioning. I didn't ask
12	Q. Do you recognize Exhibit 20?	12	about the design of the envelope in
13	A. Yes, I do.	13	direct.
14	Q. And is it a exemplar of the envelope	14	MR. KINGSTON: Yeah, responding to
15	for the March 2019 direct mail?	15	counsel's objection, I'll note that
16	A. It is.	16	counsel inquired about Charter's good
17	Q. And does it have a front and a back	17	faith during his examination.
18	side?	18	And that I will represent that this
19	A. It does.	19	line of questioning speaks to that, among
20	Q. And if you look at it from the front	20	other things.
21	side, yes, ma'am, if you look at it from the	21	BY MR. KINGSTON:
22	front side, can you see the gradient flap on the	22	Q. Take if you would, Ms. Atkinson,
23	back?	23	can you pick up Exhibit 20?
24	A. No.	24	And if you turn the exhibit around,
25	Q. And if you look at it from the back	25	do you see the back of Exhibit 20?

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	Page 189		Page 190
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	A. Yes.	2	or, for the record, Exhibit 21 is a single-page
3	Q. And is that a pink-to-purple gradient	3	document, Bates-labeled Charter -1005, with an
4	on the back side?	4	exhibit sticker from a prior deposition.
5	A. It is.	5	Exhibit 21 appears to be an
6	Q. And does that have you seen that	6	electronic mail message chain, starting on or,
7	kind of gradient before?	7	all of which, a series of e-mails, on March 5th
8	A. Instagram, Lyft, and a number of	8	of 2019.
9	other industries, at least ten, that have	9	Do you recognize Exhibit 21?
10	utilized this color just within the last year.	10	A. I do.
11	MR. KINGSTON: And I'm going to	11	Q. And have I correctly described it?
12	hand Ms. Marney, if you would mark that	12	A. Yes.
13	as Exhibit 21.	13	Q. I just want to direct your attention
14	(Plaintiffs' Exhibit Number 21 was	14	to the top of Exhibit 21, where I see a message
15	marked for identification as of this	15	from a Jennifer Smith at Charter to
16	date.)	16	Allison Novasel and Joe Leonard, also at Charter.
17	MR. JUSTUS: Do you have copies of	17	A. Yes.
18	this one, Counsel?	18	Q. And I read Ms. Smith's e-mail, in the
19 20	MR. KINGSTON: I do, and I apologize.	19	second sentence, to say: The gradient OE stands
21	I should have given them to you before	20	out against nothing and the green, don't you think?
22	I gave them to the witness. I was rule-gathering, and I wasn't didn't	21	Have I read that correctly?
23	mean to be rude.	23	A. Yes.
24	BY MR. KINGSTON:	24	Q. And was Charter looking at three
25	Q. Ms. Atkinson, I read Exhibit 21	25	options for the outside envelope of the
	(options for the outside envelope of the
	Page 191		Page 192
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	March 2019 mailer?	2	Q. Thank you.
3	A. We were.	3	And if you look at take a look, if
4	Q. And one would be a blank envelope,	4	you would, at Exhibit 20, the back.
5	one would be green, and one would include the	5	And I would like you to just you
6	_		
	gradient?	6	can compare Exhibit 20 to the well, I think
7	gradient? A. That is correct.		
		6	can compare Exhibit 20 to the well, I think
7	A. That is correct.	6 7	can compare Exhibit 20 to the well, I think you can leave it the way it was. I'm sorry.
7	A. That is correct.Q. And Ms. Smith indicates that the	6 7 8	can compare Exhibit 20 to the well, I think you can leave it the way it was. I'm sorry. A. Uh-huh.
7 8 9	A. That is correct. Q. And Ms. Smith indicates that the gradient stands out?	6 7 8 9	can compare Exhibit 20 to the well, I think you can leave it the way it was. I'm sorry. A. Uh-huh. Q. So if you look at Exhibit 20, and you
7 8 9 10	A. That is correct.Q. And Ms. Smith indicates that the gradient stands out?A. That is correct.	6 7 8 9 10	can compare Exhibit 20 to the well, I think you can leave it the way it was. I'm sorry. A. Uh-huh. Q. So if you look at Exhibit 20, and you compare it to the outside envelope in the
7 8 9 10 11	 A. That is correct. Q. And Ms. Smith indicates that the gradient stands out? A. That is correct. Q. And, ultimately, was the gradient for 	6 7 8 9 10 11	can compare Exhibit 20 to the well, I think you can leave it the way it was. I'm sorry. A. Uh-huh. Q. So if you look at Exhibit 20, and you compare it to the outside envelope in the plaintiffs' complaint, I guess this is a
7 8 9 10 11 12	 A. That is correct. Q. And Ms. Smith indicates that the gradient stands out? A. That is correct. Q. And, ultimately, was the gradient for the back of the envelope chosen by Charter 	6 7 8 9 10 11 12	can compare Exhibit 20 to the well, I think you can leave it the way it was. I'm sorry. A. Uh-huh. Q. So if you look at Exhibit 20, and you compare it to the outside envelope in the plaintiffs' complaint, I guess this is a ticky-tack issue, but it looks like the outside
7 8 9 10 11 12 13	 A. That is correct. Q. And Ms. Smith indicates that the gradient stands out? A. That is correct. Q. And, ultimately, was the gradient for the back of the envelope chosen by Charter because it stands out? 	6 7 8 9 10 11 12 13	can compare Exhibit 20 to the well, I think you can leave it the way it was. I'm sorry. A. Uh-huh. Q. So if you look at Exhibit 20, and you compare it to the outside envelope in the plaintiffs' complaint, I guess this is a ticky-tack issue, but it looks like the outside envelope in plaintiffs' complaint has been torn,
7 8 9 10 11 12 13	 A. That is correct. Q. And Ms. Smith indicates that the gradient stands out? A. That is correct. Q. And, ultimately, was the gradient for the back of the envelope chosen by Charter because it stands out? A. Yes. Q. I believe that Mr. Maguire with RAPP testified that the gradient "popped." 	6 7 8 9 10 11 12 13 14	can compare Exhibit 20 to the well, I think you can leave it the way it was. I'm sorry. A. Uh-huh. Q. So if you look at Exhibit 20, and you compare it to the outside envelope in the plaintiffs' complaint, I guess this is a ticky-tack issue, but it looks like the outside envelope in plaintiffs' complaint has been torn, and then repositioned, so that the gradient is purple-to-pink. But the actual back of the envelope is pink-to-purple.
7 8 9 10 11 12 13 14	A. That is correct. Q. And Ms. Smith indicates that the gradient stands out? A. That is correct. Q. And, ultimately, was the gradient for the back of the envelope chosen by Charter because it stands out? A. Yes. Q. I believe that Mr. Maguire with RAPP testified that the gradient "popped." Do you agree with his assessment?	6 7 8 9 10 11 12 13 14 15	can compare Exhibit 20 to the well, I think you can leave it the way it was. I'm sorry. A. Uh-huh. Q. So if you look at Exhibit 20, and you compare it to the outside envelope in the plaintiffs' complaint, I guess this is a ticky-tack issue, but it looks like the outside envelope in plaintiffs' complaint has been torn, and then repositioned, so that the gradient is purple-to-pink. But the actual back of the envelope is pink-to-purple. Is that right?
7 8 9 10 11 12 13 14 15	A. That is correct. Q. And Ms. Smith indicates that the gradient stands out? A. That is correct. Q. And, ultimately, was the gradient for the back of the envelope chosen by Charter because it stands out? A. Yes. Q. I believe that Mr. Maguire with RAPP testified that the gradient "popped." Do you agree with his assessment? A. Yes.	6 7 8 9 10 11 12 13 14 15	can compare Exhibit 20 to the well, I think you can leave it the way it was. I'm sorry. A. Uh-huh. Q. So if you look at Exhibit 20, and you compare it to the outside envelope in the plaintiffs' complaint, I guess this is a ticky-tack issue, but it looks like the outside envelope in plaintiffs' complaint has been torn, and then repositioned, so that the gradient is purple-to-pink. But the actual back of the envelope is pink-to-purple. Is that right? A. That is correct.
7 8 9 10 11 12 13 14 15 16	A. That is correct. Q. And Ms. Smith indicates that the gradient stands out? A. That is correct. Q. And, ultimately, was the gradient for the back of the envelope chosen by Charter because it stands out? A. Yes. Q. I believe that Mr. Maguire with RAPP testified that the gradient "popped." Do you agree with his assessment?	6 7 8 9 10 11 12 13 14 15 16 17 18	can compare Exhibit 20 to the well, I think you can leave it the way it was. I'm sorry. A. Uh-huh. Q. So if you look at Exhibit 20, and you compare it to the outside envelope in the plaintiffs' complaint, I guess this is a ticky-tack issue, but it looks like the outside envelope in plaintiffs' complaint has been torn, and then repositioned, so that the gradient is purple-to-pink. But the actual back of the envelope is pink-to-purple. Is that right?
7 8 9 10 11 12 13 14 15 16 17	A. That is correct. Q. And Ms. Smith indicates that the gradient stands out? A. That is correct. Q. And, ultimately, was the gradient for the back of the envelope chosen by Charter because it stands out? A. Yes. Q. I believe that Mr. Maguire with RAPP testified that the gradient "popped." Do you agree with his assessment? A. Yes. There was actually articles written on that in the industry.	6 7 8 9 10 11 12 13 14 15 16 17	can compare Exhibit 20 to the well, I think you can leave it the way it was. I'm sorry. A. Uh-huh. Q. So if you look at Exhibit 20, and you compare it to the outside envelope in the plaintiffs' complaint, I guess this is a ticky-tack issue, but it looks like the outside envelope in plaintiffs' complaint has been torn, and then repositioned, so that the gradient is purple-to-pink. But the actual back of the envelope is pink-to-purple. Is that right? A. That is correct. Q. And I think you answered this before, but is that is that purple-to-pink or
7 8 9 10 11 12 13 14 15 16 17 18	A. That is correct. Q. And Ms. Smith indicates that the gradient stands out? A. That is correct. Q. And, ultimately, was the gradient for the back of the envelope chosen by Charter because it stands out? A. Yes. Q. I believe that Mr. Maguire with RAPP testified that the gradient "popped." Do you agree with his assessment? A. Yes. There was actually articles written on that in the industry. Q. Articles written on the?	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	can compare Exhibit 20 to the well, I think you can leave it the way it was. I'm sorry. A. Uh-huh. Q. So if you look at Exhibit 20, and you compare it to the outside envelope in the plaintiffs' complaint, I guess this is a ticky-tack issue, but it looks like the outside envelope in plaintiffs' complaint has been torn, and then repositioned, so that the gradient is purple-to-pink. But the actual back of the envelope is pink-to-purple. Is that right? A. That is correct. Q. And I think you answered this before, but is that is that purple-to-pink or pink-to-purple gradient common or uncommon, in
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. That is correct. Q. And Ms. Smith indicates that the gradient stands out? A. That is correct. Q. And, ultimately, was the gradient for the back of the envelope chosen by Charter because it stands out? A. Yes. Q. I believe that Mr. Maguire with RAPP testified that the gradient "popped." Do you agree with his assessment? A. Yes. There was actually articles written on that in the industry. Q. Articles written on the? A. On this on the gradient-color	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	can compare Exhibit 20 to the well, I think you can leave it the way it was. I'm sorry. A. Uh-huh. Q. So if you look at Exhibit 20, and you compare it to the outside envelope in the plaintiffs' complaint, I guess this is a ticky-tack issue, but it looks like the outside envelope in plaintiffs' complaint has been torn, and then repositioned, so that the gradient is purple-to-pink. But the actual back of the envelope is pink-to-purple. Is that right? A. That is correct. Q. And I think you answered this before, but is that is that purple-to-pink or pink-to-purple gradient common or uncommon, in your experience?
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. That is correct. Q. And Ms. Smith indicates that the gradient stands out? A. That is correct. Q. And, ultimately, was the gradient for the back of the envelope chosen by Charter because it stands out? A. Yes. Q. I believe that Mr. Maguire with RAPP testified that the gradient "popped." Do you agree with his assessment? A. Yes. There was actually articles written on that in the industry. Q. Articles written on the? A. On this on the gradient-color transition, and how to optimize your marketing	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	can compare Exhibit 20 to the well, I think you can leave it the way it was. I'm sorry. A. Uh-huh. Q. So if you look at Exhibit 20, and you compare it to the outside envelope in the plaintiffs' complaint, I guess this is a ticky-tack issue, but it looks like the outside envelope in plaintiffs' complaint has been torn, and then repositioned, so that the gradient is purple-to-pink. But the actual back of the envelope is pink-to-purple. Is that right? A. That is correct. Q. And I think you answered this before, but is that is that purple-to-pink or pink-to-purple gradient common or uncommon, in
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	A. That is correct. Q. And Ms. Smith indicates that the gradient stands out? A. That is correct. Q. And, ultimately, was the gradient for the back of the envelope chosen by Charter because it stands out? A. Yes. Q. I believe that Mr. Maguire with RAPP testified that the gradient "popped." Do you agree with his assessment? A. Yes. There was actually articles written on that in the industry. Q. Articles written on the? A. On this on the gradient-color transition, and how to optimize your marketing materials, which is why it's used so commonly in	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	can compare Exhibit 20 to the well, I think you can leave it the way it was. I'm sorry. A. Uh-huh. Q. So if you look at Exhibit 20, and you compare it to the outside envelope in the plaintiffs' complaint, I guess this is a ticky-tack issue, but it looks like the outside envelope in plaintiffs' complaint has been torn, and then repositioned, so that the gradient is purple-to-pink. But the actual back of the envelope is pink-to-purple. Is that right? A. That is correct. Q. And I think you answered this before, but is that is that purple-to-pink or pink-to-purple gradient common or uncommon, in your experience?
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. That is correct. Q. And Ms. Smith indicates that the gradient stands out? A. That is correct. Q. And, ultimately, was the gradient for the back of the envelope chosen by Charter because it stands out? A. Yes. Q. I believe that Mr. Maguire with RAPP testified that the gradient "popped." Do you agree with his assessment? A. Yes. There was actually articles written on that in the industry. Q. Articles written on the? A. On this on the gradient-color transition, and how to optimize your marketing	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	can compare Exhibit 20 to the well, I think you can leave it the way it was. I'm sorry. A. Uh-huh. Q. So if you look at Exhibit 20, and you compare it to the outside envelope in the plaintiffs' complaint, I guess this is a ticky-tack issue, but it looks like the outside envelope in plaintiffs' complaint has been torn, and then repositioned, so that the gradient is purple-to-pink. But the actual back of the envelope is pink-to-purple. Is that right? A. That is correct. Q. And I think you answered this before, but is that is that purple-to-pink or pink-to-purple gradient common or uncommon, in your experience?

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	Page 193		Page 194
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	(Plaintiffs' Exhibit Number 22 was	2	(Plaintiffs' Exhibit Number 23 was
3	marked for identification as of this	3	marked for identification as of this
4	date.)	4	date.)
5	BY MR. KINGSTON:	5	BY MR. KINGSTON:
6	Q. Ms. Atkinson, Ms. Marney has handed	6	Q. Ms. Atkinson, Ms. Marney has handed
7	you Exhibit 22.	7	you Exhibit 23.
8	I view Exhibit 22 or, I see	8	3
		9	Do you have that before you?
9	Exhibit 22 to be a representation of the		A. I do.
10	distinctive Instagram logo?	10	Q. And is Exhibit 23 an advertisement
11	A. That is correct.	11	for Lyft?
12	MR. JUSTUS: I'll just object to	12	A. It is.
13	beyond the scope and irrelevant.	13	Q. And does Lyft employ that or,
14	BY MR. KINGSTON:	14	employ a purple-to-pink gradient?
15	Q. And is that does that Instagram	15	A. Almost identical.
16	logo gradient with elements of pink and purple?	16	MR. JUSTUS: An objection: beyond the
17	A. It is.	17	scope and irrelevant.
18	Q. And are you aware of any affiliation	18	BY MR. KINGSTON:
19	between Instagram and Windstream?	19	Q. And does the pink-to-purple gradient
20	A. There's none.	20	employed by Lyft stand out or "pop" in your view?
21	Q. And is that Instagram logo	21	A. It does.
22	eye-catching?	22	Q. Are you familiar with an entity known
23	A. Yes.	23	as Xfinity, Ms. Atkinson?
24	MR. JUSTUS: Objection, vague.	24	A. I am.
25		25	THE COURT REPORTER: Exhibit 24.
	Page 195		Page 196
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	(Plaintiffs' Exhibit Number 24 was	2	Q. I would like you to take a look at
3	marked for identification as of this	3	the back of the of Exhibit 20.
4	date.)	4	A. Yes.
5	BY MR. KINGSTON:	5	Q. And is the back of Exhibit 20 the
6	Q. And Ms. Marney has handed you	6	gradient envelope flap?
7	Exhibit 24, which is a which appears to be a	7	A. Yes.
8	screenshot of the Xfinity website.	8	Q. And is the gradient envelope flap
9	Do you recognize Exhibit 24?		gradient envelope flap, is it colored with a
	A. I do.	9	
10		10	pink-to-purple gradient?
11	Q. And is it a screenshot of the Xfinity	11	A. It is.
12	website?	12	Q. And if you place that envelope below
13	A. It is.	13	the pink-to-purple gradient on the Xfinity
14	Q. And do you see at the top there is a	14	screenshot, do they align or, do they look
15	gradient, pink-to-purple?	15	similar?
16	A. Yes.	16	A. Yes.
17	MR. JUSTUS: Objection: beyond the	17	Q. Now, what I would like you to do, is
18	scope and irrelevant.	18	to take Exhibit 2, which I believe is plaintiffs'
19	BY MR. KINGSTON:	19	complaint?
20	Q. And I want you to set the you	20	A. Yes.
0.1	know, I'd like you to place the back of the	21	Q. And I would like you to take the page
21	Charter direct-mail envelope below the	22	that purports to be a rendering of the Charter
21 22		1	
		23	envelope?
22 23	gradient I didn't describe that very well.	23	envelope? A Yes
22		23 24 25	envelope? A. Yes. Q. And is the Xfinity, is the gradient

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	Page 197		Page 198
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	line on the or, the gradient bar on the	2	in the tech and Internet industry?
3	mind if I start over, Ms. Atkinson?	3	A. It is.
4	A. That's okay, yes.	4	Q. Are you familiar with AT&T?
5	Q. Does the gradient bar at the top of	5	A. Yes, I am.
6	the Xfinity website match up with the	6	Q. Are you familiar with the FirstNet
7	purple-to-pink in Plaintiffs' Exhibit 2 on	7	product AT&T offers to first responders?
8	page 9?	8	A. I have knowledge of it, yes.
9	A. Reversed, but, yes.	9	MR. KINGSTON: This is Exhibit 25?
10	Yes, they match it up, backwards.	10	THE COURT REPORTER: Uh-huh.
11	Q. I didn't do that very well.	11	(Plaintiffs' Exhibit Number 25 was
12	Take a look at the I guess the	12	marked for identification as of this
13	preceding page of Exhibit 2.	13	date.)
14	I think (indiscernible)	14	BY MR. KINGSTON:
15	A. Here?	15	Q. Ms. Atkinson, do you recognize
16	Q can does Exhibit 2 include a	16	Exhibit 25 as a copy of a FirstNet advertisement?
17	screenshot of a Windstream website?	17	A. Yes.
18	There we go.	18	Q. And does it say "FirstNet built with
19	A. Yes, yes.	19	AT&T"?
20	Q. Does the back of Exhibit 20 match up	20	A. It does.
21	more closely to the pink-to-purple Xfinity	21	Q. And does that have a purple-to-pink
22	website or the purple-to-pink Windstream website?	22	gradient?
23	A. It matches more closely to Xfinity.	23	A. It does.
24	Q. And whether it's pink-to-purple or	24	MR. JUSTUS: The same objection:
25	purple-to-pink, is that kind of a gradient common	25	beyond the scope and irrelevant.
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	BY MR. KINGSTON:	2	BY MR. KINGSTON:
3	Q. Ms. Atkinson, are you somewhat	3	Q. And does that purple-to-pink gradient
4	familiar with Khloe Kardashian?	4	"pop"?
5	A. Very.	5	A. It does.
6	Q. To your knowledge, does	6	Q. And is it eye-catching?
7	Khloe Kardashian have any affiliation with	7	A. Very.
8	Windstream?	8	Q. I'm going to direct your attention
9	A. She does not.	9	back to Exhibit 18, which is the green Windstream
10	MR. JUSTUS: Object to foundation.	10	envelope?
11	(Plaintiffs' Exhibit Number 26 was	11	A. Yes.
12	marked for identification as of this	12	Q. And what I would like you to do, is
13	date.)	13	to compare Exhibit 20 to Exhibit
14	BY MR. KINGSTON:	14	A. Exhibit 18?
	Q. Ms. Atkinson, you've been handed	15	Q yes, ma'am.
15	•	1	
15 16	Exhibit 26, which appears to me to be a marketing	16	A. To 20.
16 17			A. To 20. Okay.
16	Exhibit 26, which appears to me to be a marketing	16	Okay. Q. And Exhibit 20 is the outside
16 17	Exhibit 26, which appears to me to be a marketing material for Revenge Body with Khloe Kardashian. Do you recognize that? A. Yes.	16 17	Okay.
16 17 18	Exhibit 26, which appears to me to be a marketing material for Revenge Body with Khloe Kardashian. Do you recognize that? A. Yes. Q. And does that include that	16 17 18	Okay. Q. And Exhibit 20 is the outside envelope for the Charter direct mail? A. Okay?
16 17 18 19 20 21	Exhibit 26, which appears to me to be a marketing material for Revenge Body with Khloe Kardashian. Do you recognize that? A. Yes.	16 17 18 19	Okay. Q. And Exhibit 20 is the outside envelope for the Charter direct mail?
16 17 18 19 20 21	Exhibit 26, which appears to me to be a marketing material for Revenge Body with Khloe Kardashian. Do you recognize that? A. Yes. Q. And does that include that purple-to-pink gradient? A. It does.	16 17 18 19 20 21 22	Okay. Q. And Exhibit 20 is the outside envelope for the Charter direct mail? A. Okay? Q. Is that right? A. Yes.
16 17 18 19 20 21 22	Exhibit 26, which appears to me to be a marketing material for Revenge Body with Khloe Kardashian. Do you recognize that? A. Yes. Q. And does that include that purple-to-pink gradient? A. It does. MR. JUSTUS: Same objection: beyond	16 17 18 19 20 21 22 23	Okay. Q. And Exhibit 20 is the outside envelope for the Charter direct mail? A. Okay? Q. Is that right? A. Yes. Q. And Exhibit 18 is a Windstream
16 17 18 19 20 21	Exhibit 26, which appears to me to be a marketing material for Revenge Body with Khloe Kardashian. Do you recognize that? A. Yes. Q. And does that include that purple-to-pink gradient? A. It does.	16 17 18 19 20 21 22	Okay. Q. And Exhibit 20 is the outside envelope for the Charter direct mail? A. Okay? Q. Is that right? A. Yes.

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	Page 201		Page 202
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	Q. And does Exhibit 20, the Charter	2	A. Always.
3	outside envelope, look like the Windstream	3	MR. JUSTUS: Were any of these
4	direct-mail piece?	4	produced to us, John, or were you just
5	A. No.	5	waiting for this deposition?
6	Q. And did Charter tell RAPP that it was	6	MR. KINGSTON: In answer to counsel's
7	trying to that it wished to trick Windstream	7	question, I don't believe they were
8	customers into believing that the March 2019	8	produced.
9	direct mail came from Windstream?	9	I do believe that Charter submitted
10	A. No. We never do that.	10	requests to production to Windstream,
11	It would not	11	asking for all direct-mail outside
12	(In-room interference.)	12	envelopes, all direct-mail pieces that
13	THE WITNESS: Bless you.	13	Windstream or, exemplars of all
14	THE COURT REPORTER: Thank you.	14	direct-mail Windstream all direct-mail
15	THE WITNESS: It would not be a good	15	pieces that Windstream had sent.
16	customer experience to have them think	16	And those were not produced to us.
17	they're being tricked.	17	MR. JUSTUS: How about Revenge Body,
18	BY MR. KINGSTON:	18	were we asked to produce that, or any of
19	Q. Yeah, if customers are tricked, do	19	these other third-parties' things, that
20	they tend to in your experience, to be happy	20	we've never seen before?
21	or happy with the entity that tricked them?	21	MR. KINGSTON: I will stipulate that
22	A. Usually are very upset.	22	counsel was not asked that Windstream
23	Q. Okay. And so as of as a practice,	23	was not asked to produce Revenge Body by
24	does Charter try to avoid tricking potential	24	Khloe Kardashian, or any of the other
25	customers?	25	myriad of gradient advertisements that one
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	can see walking through the streets of any	2	look at the is it an is it an outside
3	city or small town.	3	envelope and you mind if I start that over,
4	MR. JUSTUS: And, also, that Charter	4	Ms. Atkinson?
5	didn't produce these to Windstream?	5	A. Yes.
6	MR. KINGSTON: Charter Charter did	6	Q. I see Exhibit 27 to be an outside
7	not produce the purple-to-pink gradient	7	envelope of a direct-mail piece with a couple of
8	stuff that I put in front of Ms. Atkinson,	8	mailers on the inside.
9	nor the pink-to-purple gradient stuff that	9	Do you see that?
10	I put in front of Ms. Atkinson, unless it	10	A. I do.
11	was something that bears a Bates label.	11	Q. And does that outside envelope look
12	(Plaintiffs' Exhibit Number 27 was	12	like the Charter outside envelope that is
13	marked for identification as of this	13	Exhibit 20?
14	date.)	14	A. It does not.
15	BY MR. KINGSTON:	15	(Plaintiffs' Exhibit Number 28 was
16	Q. Ms. Atkinson, you've been handed	16	marked for identification as of this
17	Exhibit 27.	17	date.)
18	Is Exhibit is Exhibit 27 one of	18	BY MR. KINGSTON:
19	those Windstream direct-mail pieces that Charter	19	Q. Ms. Atkinson, you've been handed
20	obtained in that March to April 2019 time period?	20	Exhibit 28.
21	A. Yes.	21	Exhibit 28 appears to be a Kinetic
22	Q. And is that a an exemplar of a	22	direct-mail piece.
23	Windstream direct-mail piece?	23	Do you recognize Exhibit 28?
24	A. It is.	24	A. I do.
25	 Q. And does that look like the if you 	25	 Q. And is that a Windstream direct-mail

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	Page 205		Page 206
	1 K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
	2 piece?	2	A. It does not.
	A. It is, from January of '19.	3	Q. And was Charter trying to get just
	4 Q. And does that look like does that	4	Internet customers in March of 2019, or was it
	5 look like the Charter mailer?	5	trying to get Internet and TV customers?
	6 A. It does not.	6	A. Internet, TV, and home phone as well.
	 Q. Exhibit 28 does not look like 	7	(Plaintiffs' Exhibit Number 30 was
	8 Exhibit 20; is that true?	8	marked for identification as of this
	9 A. That is true.	9	date.)
<u> </u>	10 (Plaintiffs' Exhibit Number 29 was	10	BY MR. KINGSTON:
	marked for identification as of this	11	Q. Ms. Atkinson, you've been handed
	12 date.)	12	Exhibit 30. Do you recognize that?
	MR. JUSTUS: Again, continued	13	A. Yes. It's a "Kinetic Internet by
	14 objection to all of these exhibits as	14	Windstream" mailer.
	beyond the scope and irrelevant.	15	Q. And is Exhibit 30 one of the
	16 BY MR. KINGSTON:	16	direct-mail samples that Charter pulled in that
	Q. Ms. Atkinson, do you recognize	17	March-April 2019 time period?
	18 Exhibit 29?	18	A. It is.
	19 A. I do.	19	Q. And does Exhibit 30 look like
	20 It is a Kinetic and DirecTV mailing.	20	Exhibit 20?
	Q. Does Exhibit 29 and so is	21	A. It does not.
	Exhibit 29 a Windstream direct-mail piece?	22	MR. JUSTUS: So, again, objection,
	A. Yes, along with DirecTV.	23	beyond the scope.
	Q. And does Exhibit 29 look like the	24	I never asked about colors, and we've
	outside envelope of Charter's March 2019 mailer?	25	been talking for, I think, over an hour
	Page 207		Page 208
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	now about colors.	2	(Plaintiffs' Exhibit Number 37 was
3	(Off-the-record discussion.)	3	marked for identification as of this
4	THE VIDEOGRAPHER: We are off the	4	date.)
5	record at 3 p.m.	5	(Plaintiffs' Exhibit Number 38 was
6	(Off the record.)	6	marked for identification as of this
7	(Back on the record.)	7	date.)
8	(Plaintiffs' Exhibit Number 31 was	8	(Plaintiffs' Exhibit Number 39 was
9	marked for identification as of this	9	marked for identification as of this
10	date.)	10	date.)
11	(Plaintiffs' Exhibit Number 32 was	11	(Plaintiffs' Exhibit Number 40 was
12	marked for identification as of this	12	marked for identification as of this
13	date.)	13	date.)
14	(Plaintiffs' Exhibit Number 33 was	14	THE VIDEOGRAPHER: We are back on the
15	marked for identification as of this	15	record at 3:15 p.m.
16	date.)	16	MS. GREER: I just wanted to state,
17	(Plaintiffs' Exhibit Number 34 was	17	before you start, John, on the record,
18	marked for identification as of this	18	that we the parties have discussed off
19	date.)	19	the record that we agreed to stipulate
20	(Plaintiffs' Exhibit Number 35 was	20	that the Committee joins in all the
21	marked for identification as of this	21	objections of the debtors, Windstream.
22	date.)	22	MR. KINGSTON: That's correct.
23	(Plaintiffs' Exhibit Number 36 was	23	And my understanding, based on our
24	marked for identification as of this	24	discussions, had been that that was the
25	date.)	25	case throughout the deposition, so that

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	Page 209		Page 210
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	every time Mr. Justus objected during this	2	MR. KINGSTON: Uh-huh.
3	deposition, I understood the Committee to	3	
4	be joining in that objection.	4	CROSS-EXAMINATION CONTINUED
5	MS. GREER: That's correct.	5	
6	Thank you.	6	BY MR. KINGSTON:
7	MR. KINGSTON: Uh-huh.	7	Q. Ms. Atkinson, Ms. Marney has handed
8	MR. JUSTUS: And, John, just before	8	you a stack of exhibits that are exhibits,
9	we keep going with these exhibits, would	9	Numbers
10	you stipulate to a running objection, the	10	A. 31.
11	same one I've been making over and over,	11	Q 31 through 40?
12	that it's beyond the scope and irrelevant?	12	A. 40.
13	MR. KINGSTON: I would.	13	Q. Take a moment to review all of those
14	MR. JUSTUS: And that's for 31	14	exhibits, and let me know when you're ready.
15	Exhibits 31 through 40 forthcoming.	15	A. (Witness reviews document.)
16	MR. KINGSTON: And my view is that	16	Yes, I have looked at them.
17	my view, on behalf of Charter, is that	17	Q. And are Exhibits 31 through 40 all
18	objections as to relevance or beyond the	18	samples of Windstream's direct mailers that
19	scope of the deposition are all preserved	19	Charter obtained in that March-April 2019 time
20	and not waived.	20	period?
21	So whether you make them now, or make	21	A. Yes.
22	them down the road when we're designating	22	Q. And does the outside envelope for
23	portions of the transcript, I think those	23	Charter's March of 2019 direct mailer look
24	objections are preserved.	24	anything like Exhibits 31 through 40?
25	MR. JUSTUS: Thank you.	25	A. It does not.
	1 K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
	Q. Did Charter spend \$226,000 on the	2	(Plaintiffs' Exhibit Number 41 was
	3 March 2019 direct-mail campaign?	3	marked for identification as of this
	4 A. That estimate sounds right.	4	date.)
	5 Q. You talked earlier in your deposition	5	BY MR. KINGSTON:
	6 about a Charter employee named Andrew Sites.	6	Q. Ms. Atkinson, you've been handed
	7 Do you remember that?	7	Exhibit 41.
	8 A. I do.	8	Exhibit 41 is a multi-page document.
	9 Q. And did Mr. Sites send fewer than	9	It says, "Spectrum Sales Policies and
	10 10 e-mails to customers referencing the	10	Procedures," Bates-labeled -44923 through -44968
	11 Windstream bankruptcy?	11	inclusive.
	12 A. That is correct. He e-mailed seven	12	Do you recognize Exhibit 41?
	13 customers.	13	A. Yes.
	Q. And what happened to Mr. Sites after	14	Q. And are those the Charter sales a
	15 he e-mailed seven customers?	15	copy of the Charter sales procedures?
	A. His management notified him of a	16	A. They are.
	breach of the employee handbook. And he's on a	17	Q. And does does the version have a
	year probation, one strike from termination;	18	date?
	meaning, if there's anything that he does during	19	A. December of 2018.
	this year, he would be terminated immediately.	20	Q. Okay. And so these would have been
	01 0 4 1 34 02 121 4	21	the policies and procedures in place as of
	Q. And so Mr. Sites did not use		
	collateral produced by marketing or anybody else	22	March of 2019?
		22 23	March of 2019? A. They would.
	collateral produced by marketing or anybody else		

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-			
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	A. 19.	2	A. Yes.
3	Q. Do you see a section on the use of	3	Q. And so does that prohibit widespread
4	unauthorized, unapproved marketing materials?	4	door-to-door campaigns (indiscernible
5	A. I do.	5	cross-talking)
6 7	Q. And I read the first paragraph as	6 7	A. It does. O. Let me let me take another run at
	follows:		•
8	"The company will provide direct-mail	8 9	that.
9	representatives and multi-tenant sales	10	Does that prohibit widespread door-to-door campaigns that involve tagging,
10	representatives with marketing materials, which	11	mailing, or marketing flyers and the like on
11	may include business cards and pricing product	12	various doors?
12 13	information. Representatives may not create or	13	A. Yes.
14	distribute personalized marketing materials."	14	By the direct sales teams, yes.
	Have I read that correctly?	15	Q. I read the second-from-the-bottom
15	A. Yes.	16	line, "Use of unauthorized, unapproved marketing
16 17	Q. And so is it is it permissible for Charter sales representatives to use collateral	17	material, tactics, special events, or offers is
17	*	18	prohibited, and may result in corrective action
18	that has not been approved?	19	up to and including a termination of employment."
19	A. Never.	20	Have I read that correctly?
20	Q. I read the next line of the	21	A. Yes.
21	"Unauthorized and Unapproved Marketing Materials"	22	Q. And do unapproved tactics include
22	section as follows:	23	saying things about competitors that are not
23	"Widespread door-tagging, mailing, or	24	true?
24	marketing of residences prohibited."		true.
		25	A. Yes
25	Have I read that correctly?	25	A. Yes.
		25	A. Yes. Page 216
	Have I read that correctly?	25	Page 216
25	Have I read that correctly? Page 215 K.C. Atkinson - 09/19/19		Page 216 K.C. Atkinson - 09/19/19
25	Have I read that correctly? Page 215 K.C. Atkinson - 09/19/19 Q. And if a Charter employee does that,	1	Page 216 K.C. Atkinson - 09/19/19 Ms. Atkinson, to the copy of the Charter mailer
25 1 2	Have I read that correctly? Page 215 K.C. Atkinson - 09/19/19	1 2	Page 216 K.C. Atkinson - 09/19/19
25 1 2 3	Have I read that correctly? Page 215 K.C. Atkinson - 09/19/19 Q. And if a Charter employee does that, he or she would be subject to termination; is	1 2 3	Page 216 K.C. Atkinson - 09/19/19 Ms. Atkinson, to the copy of the Charter mailer on page 13 on the Windstream complaint. A. Yes.
25 1 2 3 4	Have I read that correctly? Page 215 K.C. Atkinson - 09/19/19 Q. And if a Charter employee does that, he or she would be subject to termination; is that true?	1 2 3 4	Page 216 K.C. Atkinson - 09/19/19 Ms. Atkinson, to the copy of the Charter mailer on page 13 on the Windstream complaint. A. Yes. Q. I would also like to direct your
25 1 2 3 4 5	Have I read that correctly? Page 215 K.C. Atkinson - 09/19/19 Q. And if a Charter employee does that, he or she would be subject to termination; is that true? A. Yes.	1 2 3 4 5	Page 216 K.C. Atkinson - 09/19/19 Ms. Atkinson, to the copy of the Charter mailer on page 13 on the Windstream complaint. A. Yes.
25 1 2 3 4 5 6	Have I read that correctly? Page 215 K.C. Atkinson - 09/19/19 Q. And if a Charter employee does that, he or she would be subject to termination; is that true? A. Yes. Q. You can put that aside.	1 2 3 4 5	Page 216 K.C. Atkinson - 09/19/19 Ms. Atkinson, to the copy of the Charter mailer on page 13 on the Windstream complaint. A. Yes. Q. I would also like to direct your attention to Exhibit 13, which is the One Touch
25 1 2 3 4 5 6 7	Have I read that correctly? Page 215 K.C. Atkinson - 09/19/19 Q. And if a Charter employee does that, he or she would be subject to termination; is that true? A. Yes. Q. You can put that aside. I direct your attention,	1 2 3 4 5 6	Page 216 K.C. Atkinson - 09/19/19 Ms. Atkinson, to the copy of the Charter mailer on page 13 on the Windstream complaint. A. Yes. Q. I would also like to direct your attention to Exhibit 13, which is the One Touch TELCOTRAK newsletter.
1 2 3 4 5 6 7 8	Have I read that correctly? Page 215 K.C. Atkinson - 09/19/19 Q. And if a Charter employee does that, he or she would be subject to termination; is that true? A. Yes. Q. You can put that aside. I direct your attention, Ms. Atkinson, to Exhibit 2, which I believe is	1 2 3 4 5 6 7 8	Page 216 K.C. Atkinson - 09/19/19 Ms. Atkinson, to the copy of the Charter mailer on page 13 on the Windstream complaint. A. Yes. Q. I would also like to direct your attention to Exhibit 13, which is the One Touch TELCOTRAK newsletter. A. Yes oh, wait.
1 2 3 4 5 6 7 8 9	Have I read that correctly? Page 215 K.C. Atkinson - 09/19/19 Q. And if a Charter employee does that, he or she would be subject to termination; is that true? A. Yes. Q. You can put that aside. I direct your attention, Ms. Atkinson, to Exhibit 2, which I believe is Windstream's complaint.	1 2 3 4 5 6 7 8	Page 216 K.C. Atkinson - 09/19/19 Ms. Atkinson, to the copy of the Charter mailer on page 13 on the Windstream complaint. A. Yes. Q. I would also like to direct your attention to Exhibit 13, which is the One Touch TELCOTRAK newsletter. A. Yes oh, wait. 12?
1 2 3 4 5 6 7 8 9	Have I read that correctly? Page 215 K.C. Atkinson - 09/19/19 Q. And if a Charter employee does that, he or she would be subject to termination; is that true? A. Yes. Q. You can put that aside. I direct your attention, Ms. Atkinson, to Exhibit 2, which I believe is Windstream's complaint. Do you have it in front of you?	1 2 3 4 5 6 7 8 9	Page 216 K.C. Atkinson - 09/19/19 Ms. Atkinson, to the copy of the Charter mailer on page 13 on the Windstream complaint. A. Yes. Q. I would also like to direct your attention to Exhibit 13, which is the One Touch TELCOTRAK newsletter. A. Yes oh, wait. 12? Q. Yes, ma'am.
1 2 3 4 5 6 7 8 9 10	Have I read that correctly? Page 215 K.C. Atkinson - 09/19/19 Q. And if a Charter employee does that, he or she would be subject to termination; is that true? A. Yes. Q. You can put that aside. I direct your attention, Ms. Atkinson, to Exhibit 2, which I believe is Windstream's complaint. Do you have it in front of you? A. Sorry, I didn't keep it all in order.	1 2 3 4 5 6 7 8 9 10	Page 216 K.C. Atkinson - 09/19/19 Ms. Atkinson, to the copy of the Charter mailer on page 13 on the Windstream complaint. A. Yes. Q. I would also like to direct your attention to Exhibit 13, which is the One Touch TELCOTRAK newsletter. A. Yes oh, wait. 12? Q. Yes, ma'am. A. Okay.
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		ot 61	
	Page 217		Page 218
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	THE VIDEOGRAPHER: Sorry to	2	inconsistent with OneTouch's indication that the
3	interrupt.	3	uncertainty extends to the service?
4	Ms. Atkinson, would you mind not	4	A. It is consistent.
5	touching your necklace.	5	Q. In the March 2019 mailer, was Charter
6	Thank you.	6	trying to convey anything that it didn't
7	THE WITNESS: Sorry.	7	(1) receive from One Touch, and (2) believe to be
8	Yes, that is correct.	8	true?
9	BY MR. KINGSTON:	9	MR. JUSTUS: Objection to form.
10	Q. And on the Charter mailer I read,	10	THE WITNESS: You are correct in that
11	"Windstream has filed for Chapter 11 bankruptcy,	11	statement.
12	which means uncertainty."	12	BY MR. KINGSTON:
13	Have I read that correctly?	13	Q. I guess is it is it true,
14	A. Yes.	14	Ms. Atkinson, that Charter was not trying to
15	Q. And is that statement consistent or	15	convey anything that it had not learned from
16	inconsistent with OneTouch's analysis that	16	One Touch or did not believe to be true?
17	Windstream's Chapter 11 means uncertainty?	17	MR. JUSTUS: Objection, leading.
18	A. Consistent.	18	THE WITNESS: That is correct
19	Q. And then sticking with Exhibit 12,	19	statement.
20	I read, "OneTouch's analysis to suggest that that	20	BY MR. KINGSTON:
21	uncertainty is about the service."	21	Q. Okay. Is it a true statement I
22	Have I read that correctly?	22	mind if I take another run at it?
23	A. Yes.	23	A. Sure.
24	Q. And is the phrase "Don't risk losing	24	Q. Just responding to counsel's
25	your Internet and TV service" consistent or	25	objection, is it a true statement or an untrue
	Dago 210		Dago 220
_	Page 219		
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	K.C. Atkinson - 09/19/19 statement, that Charter relied on One Touch when	2	
2 3	K.C. Atkinson - 09/19/19 statement, that Charter relied on One Touch when it referenced "uncertainty" and "services" in the	2 3	K.C. Atkinson - 09/19/19 record at 3:37 p.m.
2 3 4	K.C. Atkinson - 09/19/19 statement, that Charter relied on One Touch when it referenced "uncertainty" and "services" in the March 2019 direct mail?	2 3 4	K.C. Atkinson - 09/19/19
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1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19		
2	twice"	2	contract.		
3	Q. Yes.	3	Do you recall that testimony?		
4	Did I say "unlikely"?	4	A. I didn't say that testimony.		
5	A. Yes.	5	That was John reading that to me.		
6	Q. My mistake. That was not on purpose.	6	Q. So do you know what that means, "to		
7	(Indiscernible.)	7	assume a contract" or "not assume a contract"?		
8	A. That's okay.	8	A. When we went through our discussion,		
9	Q. It's right here on the page.	9	it means that it's going to be determined whether		
10	So thank you for correcting me.	10	or not that relationship continues, is how		
11	So this is referring to business	11	I understand it.		
12	customers; right?	12	Q. How so, what do you mean, "how the		
13	A. Yes.	13	relationship continues"?		
14	Q. And the direct-mail piece only went	14	A. Whether or not Windstream continues		
15	out to residential customers; is that right?	15	that relationship.		
16	A. Yes.	16	Q. Which relationship?		
17	Q. So you testified about I believe	17	A. That service contract.		
18	you did, correct me if I'm wrong, you testified	18	Q. So what does it mean to "assume the		
19	about, if Windstream does not assume a contract,	19	contract"?		
20	service may be interrupted.	20	MR. KINGSTON: Objection: it calls		
21	Do you remember that testimony?	21	for legal conclusion, lack of foundation.		
22	A. That was John's comment, I believe,	22	THE WITNESS: I actually don't know		
23	when you were talking about the 14,000 customers.	23	what that means.		
24	Q. Yes, 14,000 last-mile service	24	BY MR. JUSTUS:		
25	contracts, that Windstream may not assume the	25	Q. Okay. Moving on.		
	1 K.C. Atkinson - 09/19/19 2 Can you pull up Exhibit 14, please? 3 And just let me know when you have 4 that in front of you, please. 5 A. What, this one?	1 2 3 4 5	K.C. Atkinson - 09/19/19 the logo seals, yes, similar to a blind envelope with no logos of the company. Q. In Exhibit 14, the first page that shows the envelope, is there any competitor name		
	6 Ah, here we go.	6	on that page, on that envelope?		
	7 Q. Envelope with the stamp on it.	7	A. No. It's designed to be an		
	8 A. Yes, the blind envelope?	8	invitation.		
	9 Yes.	9	Q. Is there any use of a competitor's		
	Q. All right. So you testified that	10	font on that envelope?		
	Exhibit 14 was a "blind OE," or, blind outer	11	A. Not to my knowledge.		
	12 envelope; is that correct?	12	Q. Is there any use of a competitor's		
	A. Yes.	13	colors on that envelope?		
	Q. And the envelope that Charter sent	14	A. No.		
	out with its direct-mail piece was also a	15	Q. Will you please pull up Exhibit 16?		
	16 blind OE; right? 17 A. I'm sorry	16 17	Actually, my apologies.		
	17 A. I'm sorry 18 Q. In Exhibit 2	18	Can you go back to 14 for one moment Exhibit 14, the same envelope?		
	19 A 20?	19	A. Yes.		
	20 Q on page, I believe it's 9, there's	20	Q. And if you look at the second, third,		
	the envelope that Charter sent out in its	21	fourth, and fifth pages, I think you testified		
	22 direct-mail piece?	22	those are Windstream direct-mail pieces, or one		
	23 A. Yes.	23	direct-mail piece; is that right?		
	Q. Is that also a blind OE?	24	A. Yes.		
	25 A. It would be considered lacking the	25	Q. Is there any competitive switch		
			c competitive officer		

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1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19	
2	message in here naming a competitor?	2	A. Yes. The industry, cable.	
3	A. "The cable TV alternative you've been	3	Q. But no specific competitor; right?	
4	waiting for," cable is called out	4	A. No. It's generic.	
5	Q. So cable is not a that's not a	5	Q. Is there any reference to a specific	
6	company, right, that's just a generic industry?	6	competitor filing for bankruptcy?	
7	A. Correct.	7	A. No.	
8	Q. So there's no competitive switch	8	Q. Is there any reference to uncertainty	
9	message naming a competitor; is that correct?	9	surrounding a specific competitor's bankruptcy?	
10	(Clarification requested by the	10	A. No.	
11	court reporter.)	11	Q. If you could pull up Exhibit 17,	
12	BY MR. JUSTUS:	12	please?	
13	Q. There's no competitive switch message	13	A. Yes.	
14	naming a competitor; correct?	14	Q. And again, in Exhibit 17, it says,	
15	A. Not in this.	15	"Say goodbye to cable, and hello to Kinetic TV."	
16	Q. Okay.	16	Do you see that?	
17	You can set that one aside. Thank	17	A. Yes.	
18	you.	18	Q. Is there any reference to a specific	
19	I'm so now turning to Exhibit 16,	19	competitor?	
20	if you will?	20	A. No.	
21	So I think, with Exhibit 16, you	21	Q. Is there any reference to a specific	
22	testified as to the bottom of the page, where it	22	competitor filing for bankruptcy?	
23	"Say goodbye to cable, and hello to Kinetic."	23	A. No.	
24	So is there any competitive switch	24	Q. Is there any reference to a specific	
25	message here specific to a competitor?	25	competitor filing for bankruptcy and uncertainty	
	message here specific to a competitor.		competitor iming for bunkruptey and uncertainty	
	Page 227		Page 228	
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19	
2	surrounding the bankruptcy?	2	Q. Exhibit 21, e-mails, Charter -1005,	
3	A. No.	3	I believe you testified about Jennifer Smith's	
4	Q. If you could please pull up	4	March 5th e-mail, where it says, "The gradient OE	
5	Exhibit 18?	5	stands out against nothing and the green."	
6	Do you have that in front of you?	6	Do you recall that?	
7	A. Yes.	7	A. Yes.	
8	Q. I think again you testified relating	8	Q. Isn't it true that the Kinetic color	
9	to, "say hello to Kinetic" on the third page, and	9	pallet was used to mimic Windstream's colors?	
10	then at the top of the third page you say,	10	A. I'm sorry, are you asking about the	
11	"Bye-bye to cable forever."	11	green or the gradient?	
12	Do you remember that?	12	Q. The gradient.	
13	A. Yes.	13	A. The gradient.	
14	Q. Does this piece name any specific	14	It's a commonly-used envelope format,	
15	competitor?	15	that, I think we went through, even Xfinity uses	
16	A. No.	16	it.	
17	Q. Does it reference any bankruptcy of a	17	So, in the cable industry, it's very	
18	specific competitor?	18	common. It's even on their website.	
19	A. No.	19	So, it's nothing that's been	
20	Q. Does it reference any uncertainty	20	trademarked, but it does definitely pop.	
21	stemming from a bankruptcy of a specific	21	Q. Okay. So in this specific case, a	
22	competitor?	22	specific direct-mail piece, the envelope that	
23	A. No.	23	Charter created referencing Windstream, was that	
24	Q. Can you please pull up Exhibit 21?	24	color gradient used specifically to look like	
0.5	A. Yes.	25	Windstream's colors?	
25	74. 103.	23	Wildstream's colors.	

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1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	A. It was used to stand out. Meaning	2	referencing in that e-mail.
3	Q. Is that a "no"?	3	BY MR. JUSTUS:
4	A. That is a "no."	4	Q. You can answer the question.
5	Q. Okay.	5	A. She's making a an observation to
6	A it was used to stand out.	6	market marketing materials.
7	Q. And if you could pull up Exhibit 15,	7	Q. So you do not understand that wording
8	please.	8	to mean that the color gradient was aligned to
9	It's e-mails with RAPP, starting at	9	look like Windstream's colors; is that correct?
10	Charter -936?	10	A. This back-and-forth with the agency,
11	A. Yes.	11	they also talk about different OE options. Make
12	Q. If you turn to the second page, -937,	12	the switch.
13	about six bullets down?	13	These were creative options that were
14	A. Uh-huh.	14	presented to us, among many things.
15	Q. It says, "Look and feel of the OE has	15	So, if they looked at it from
16	been aligned with the Windstream website and	16	Comperemedia, which is what this is saying, they
17	current mail and market per Comperemedia."	17	can create a similar look.
18	A. Uh-huh.	18	This isn't this is not something
19	Q. The next bullet says, "The	19	that's limited to Windstream.
20	dark-purple-to-red gradient aligns with what we	20	MR. JUSTUS: Okay, can we mark this
21	saw for in-market DM."	21	as Exhibit 42, please?
22	So is that not referencing aligning	22	(Defendants' Exhibit Number 42 was
23	the colors with Windstream's colors?	23	marked for identification as of this
24	MR. KINGSTON: Objection, lack of	24	date.)
25	foundation as to what Ms. Mullane is	25	,
	Page 231		Dama 222
		1	Page 232
		1	Page 232
	1 K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
	 K.C. Atkinson - 09/19/19 BY MR. JUSTUS: 	2	K.C. Atkinson - 09/19/19 Ms. Smith's e-mail to Ms. Novasel, it says, "The
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	1 K.C. Atkinson - 09/19/19 2 BY MR. JUSTUS: 3 Q. And let me know when you're ready, 4 please?	2 3 4	K.C. Atkinson - 09/19/19 Ms. Smith's e-mail to Ms. Novasel, it says, "The OE utilizes Windstream's Kinetic color pallet." Do you see that?
	1 K.C. Atkinson - 09/19/19 2 BY MR. JUSTUS: 3 Q. And let me know when you're ready, 4 please? 5 A. Yes.	2 3 4 5	K.C. Atkinson - 09/19/19 Ms. Smith's e-mail to Ms. Novasel, it says, "The OE utilizes Windstream's Kinetic color pallet." Do you see that? A. "Similar to Google," yes.
	1 K.C. Atkinson - 09/19/19 2 BY MR. JUSTUS: 3 Q. And let me know when you're ready, 4 please? 5 A. Yes. 6 Q. In Jennifer Smith's so backing up,	2 3 4 5 6	K.C. Atkinson - 09/19/19 Ms. Smith's e-mail to Ms. Novasel, it says, "The OE utilizes Windstream's Kinetic color pallet." Do you see that? A. "Similar to Google," yes. Q. Does that mean that the envelope for
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	Page 233		Page 234
1	K.C. Atkinson - 09/19/19	1	K.C. Atkinson - 09/19/19
2	BY MR. JUSTUS:	2	like a Windstream envelope?
3	Q. You can answer.	3	And your response was: That would
4	A. I have.	4	seem to be the intent.
5	Q. So is your testimony that the colors	5	Do you stand by that testimony?
6	used on the envelope are not supposed to look	6	A. Yes.
7	like Windstream's colors? Is that right?	7	Q. If you could please go to Exhibit 22?
8	A. No.	8	A. Yes.
9	They're designed to grab a consumer's	9	Q. Is Instagram a direct competitor of
10	attention so that it has a higher likelihood of	10	Charter?
11	opening, similar to a blind OE.	11	A. No.
12	And the gradation color is one that's	12	Q. Can you please turn to Exhibit 23?
13	commonly used in the industry, and has actually	13	And this relates to Lyft; correct?
14	been written up as something that has a higher	14	A. Yes.
15	likelihood of looking at it, paying attention to	15	Q. Is Lyft a direct competitor of
16	it, and responding to it.	16	Charter?
17	Q. Okay.	17	A. No.
18	In your prior 30(b)(6) deposition	18	Q. And how about, is this
19	on	19	Khloe Kardashian
20	Was it May 1st?	20	A. Yes.
21	A. Yes.	21	Q Exhibit 26?
22	Q May 1st, you were questioned about	22	Is she a is her Revenge Body
23	this precise document, Exhibit 42.	23	product or service a direct competitor of
0.4	And the question was: And is the	24	Charter?
24	And the question was. And is the	24	Charter?
25	idea of the creative integration to make it look Page 235	25	A. No.
25	idea of the creative integration to make it look Page 235 K.C. Atkinson - 09/19/19	25	A. No. Page 23 K.C. Atkinson - 09/19/19
25 1 2	idea of the creative integration to make it look Page 235	25 1 2	A. No. Page 23 K.C. Atkinson - 09/19/19 THE WITNESS: Thank you.
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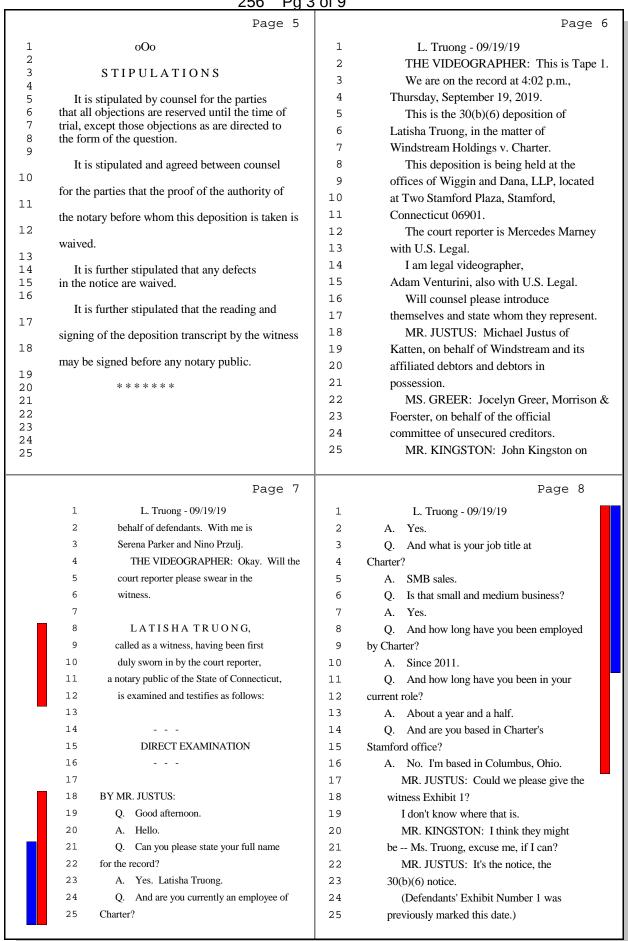
19-08246-rdd Doc 343-35 Filed 05/13/21 Entered 05/13/21 18:51:01 Item No. 255 Pg 61 of 61

	255 Pg 61 of 61				
	Page 237		Page 238		
1	oOo	1	oOo		
2	CERTIFICATE	2	JURAT		
3		3			
4	STATE OF CONNECTICUT)) ss.	4	STATE OF CONNECTICUT)		
5	COUNTY OF NEW HAVEN)	_) SS.		
6		5	COUNTY OF)		
7	I, MERCEDES MARNEY-SHELDON, a court reporter	6			
8	within the state of Connecticut, and a notary public	7			
9	for the State of Connecticut, do hereby certify:	8	I, KELLY CHRISTINE ATKINSON, the witness		
10	That KELLY CHRISTINE ATKINSON, the witness	9	herein, having read the foregoing testimony of the		
11	whose deposition is hereinbefore set forth, was duly	10	pages of this deposition, do hereby certify it to be		
12	sworn by me, and that such deposition is a true	11	a true and correct transcript, subject to		
13	record of the testimony given by the witness.	12	corrections, if any, shown on the attached page(s).		
14	I further certify that I am not employed by nor	13			
15	related to any of the parties to this action by	14			
16	blood or marriage, and that I am in no way	15			
17	interested in the outcome of this matter.	16	KELLY CHRISTINE ATKINSON		
18	IN WITNESS WHEREOF, I have hereunto set my hand	17			
19 20	this 3rd day of October, 2019.	18			
		19			
21 22		20	Subscribed and sworn to before me this		
22		21			
23	Mercedes Marney-Sheldon - Shorthand Reporter		day of, 2019		
	Notary Public - State of Connecticut	22			
24	Account Number: 167303	23			
	Date Appointed: 08/07/2014	24			
25	Expiration Date: 08/31/2023	25	Notary Public		
3 4 5 6 7 8 9	CASE: In re: WINDSTREAM HOLDINGS, INC., et al; WINDSTREAM HOLDINGS, INC., et al., v. CHARTER COMMUNICATIONS, INC., et al. WITNESS: KELLY CHRISTINE ATKINSON DEPOSITION DATE: SEPTEMBER 19, 2019 PAGE LINE CHANGE: REASON:				
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Debtor

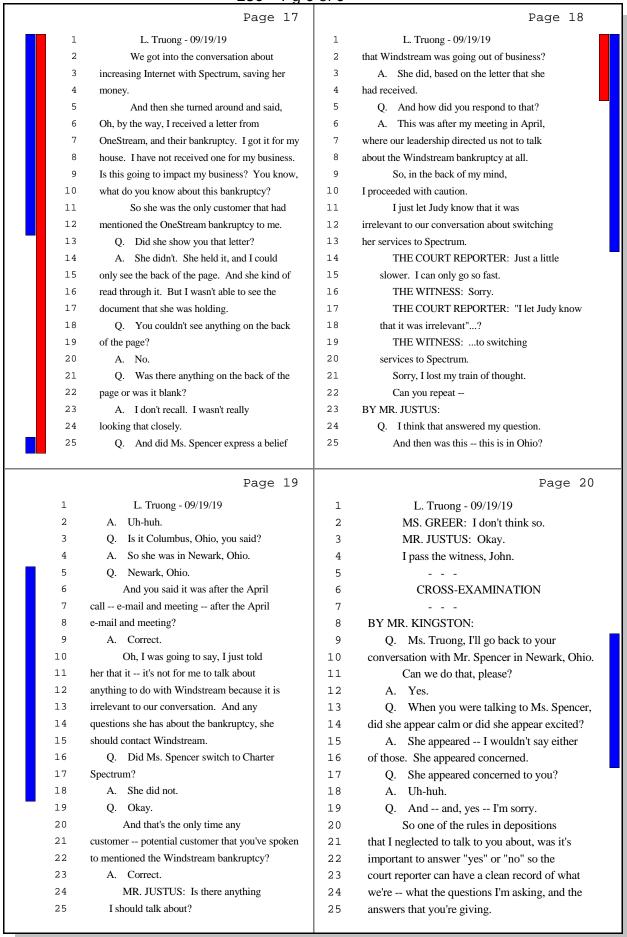
Defendants' Designations and Counter Designations

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Page 1	Page 2
IN THE UNITED STATES BANKRUPTCY COURT	1 oOo
FOR THE SOUTHERN DISTRICT OF NEW YORK	2 APPEARANCES:
CHAPTER 11 CASE NO. 19-22312(RDD)	3
/	4 REPRESENTING THE DEBTORS/PLAINTIFFS:
In re:	5 KATTEN MUCHIN ROSENMAN, LLP
WINDSTREAM HOLDINGS, INC., et al.,	6 2900 K Street NW
WINDSTREAM HOLDINGS, INC., et al.,	7 North Tower - Suite 200
Debtors,	8 Washington, D.C. 20007-5118
	9
WINDSTREAM HOLDINGS, INC., et al.,	10 BY: MICHAEL R. JUSTUS, ESQ.
Plaintiffs,	11
vs. CHARTER COMMUNICATIONS, INC., and	
CHARTER COMMUNICATIONS, INC., and CHARTER COMMUNICATIONS OPERATING, LLC,	12
CITACLER COMMICTATIONS OF ERGITANO, EEC,	13
Defendants.	14 REPRESENTING THE DEFENDANTS:
/	15 THOMPSON COBURN, LLP
	16 One US Bank Plaza
The videotaped 30(b)(6) deposition of	17 St. Louis, Missouri 63101
LATISHA TRUONG, in her capacity as designated corporate representative for defendants, was taken	18
at the law offices of Wiggin and Dana, LLP,	19 BY: JOHN KINGSTON, ESQ.
Two Stamford Plaza, Stamford, Connecticut, before	20
Mercedes Marney-Sheldon, CT-LSR #530, a registered	
professional reporter in the state of Connecticut	21 BY: NINO PRZULJ, ESQ.
and a notary public for the State of Connecticut, on	22
Thursday, September 19, 2019, at 4:00 p.m.	23
	24
	25
Page 3	Page 4
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		Page 9		Page 10
1		L. Truong - 09/19/19	1	L. Truong - 09/19/19
2		MR. KINGSTON: I will give you that,	2	for in filing the TRO
3		and keep the rest of these organized.	3	THE COURT REPORTER: I didn't
4	ВУ	/ MR. JUSTUS:	4	understand you. A little slower.
5		Q. Ms. Truong, have you seen this	5	THE WITNESS: I was going pretty fast
6	do	cument before, Exhibit 1?	6	there.
7		A. (Witness reviews document.)	7	(The record was read back by the
8		MR. KINGSTON: We'll stipulate that	8	court reporter.)
9		she hasn't.	9	MR. KINGSTON: Yes, ma'am.
10		MR. JUSTUS: Okay.	10	Ms. Truong can testify related to
11		Well, I'll skip that line of	11	Charter's training and directions
12		questioning and ask you, John:	12	regarding the advertisements, the
13		John, I think you said that	13	Chapter 11 filing, the TRO, and the
14		Ms. Truong will only be designated for	14	preliminary injunction.
15		Topic 4; is that right?	15	BY MR. JUSTUS:
16		MR. KINGSTON: I think that that's	16	Q. Okay. And, Ms. Truong, apologies,
17		right.	17	one more time: What is your job title?
18		Forgive me, Counsel. I don't have a	18	A. Small to medium business sales.
19		copy of Exhibit 1 in front of me.	19	Q. "SMB sales"?
20		But I believe that Exhibit (sic) 4	20	A. Uh-huh.
21		references training of sales	21	Q. Okay. And does that involve dealings
22		Thank you.	22	with the sales call center?
23		yeah, Ms. Truong can speak to	23	A. No. I'm outside sales, direct sales.
24		Charter's training and directions	24	Q. And what does that mean?
25		concerning the advertisements, to check	25	A. So that means that it's my job to go
		Page 11		Page 12
	1	L. Truong - 09/19/19	1	L. Truong - 09/19/19
	2	door-to-door to businesses to sell Spectrum	2	Do you remember, was that also in
	3	services.	3	April?
	4	Q. Okay. So it's fair to say you have	4	A. Yes.
	5	no dealings whatsoever with the sales call	5	Q. And prior to that time, were you
	6	center?	6	given any training, directions, or guidelines
	7	A. Correct.	7	with respect to referencing Windstream's
	8	Q. Okay.	8	bankruptcy?
	9	What training, directions, and	9	A. No. Just in April.
	10	guidelines have you received from Charter with	10	Q. Was any marketing collateral ever
	11	respect to talking about Windstream's bankruptcy?	11	made available to you that referenced
	12	A. I received an e-mail in April,	12	Windstream's bankruptcy?
	13	stating that we were not to mention the	13	A. No.
	14	bankruptcy or use that information to try to gain	14	Q. Are you aware of any other direct
	15	customers.	15	sales personnel making statements to customers or
	16	And then I was also in a meeting with	16	potential customers about Windstream's
	17	my leadership, who also gave us that same	17	bankruptcy?
	18	direction and information.	18	A. No.
	19	Q. Was that a meeting by phone or in	19	Q. Were you aware, prior to the April
	20	person?	20	e-mail and meeting, that Windstream had filed for
	21	A. In person.	21	bankruptcy?
	22	Q. So your leader your local	22	A. I read a news article in February,
	23	leadership in the Columbus, Ohio?	23	but I I quickly dismissed it, because I don't
	24	A. Uh-huh.	24	really deal with any Windstream customers,
1	25	Q. Okay.	25	generally.
	23	Ç,-		Scherary.

Page 13 Page 14 L. Truong - 09/19/19 1 L. Truong - 09/19/19 2 Q. And that article was something you 2 Q. And do you make a note of who the 3 found on your own; it wasn't sent to you by 3 current carrier is that you're going to be 4 someone else within Charter? 4 porting the number from? 5 A. Correct. 5 A. No. 6 When you talk to a potential 6 So when we call in our order, I don't 7 7 customer, and they decide to switch from their write anything down. We call in our orders. current provider to Charter, do you ever ask who 8 8 There's -- nobody on the phone asks 9 their current provider is that they're switching 9 us, unless we're porting a phone number. And 10 10 there's nowhere to notate that in our billing 11 A. The only time it's relevant is if 11 system. 12 we're porting a phone number. We need to know 12 Q. So you make a phone call after you 13 who that carrier is, based on stipulations on 13 close the sale? 14 port-time intervals. 14 A. Correct. 15 But other than that, it's not 15 Q. And who do you call? 16 relevant to getting services with Spectrum. 16 A. I call our sales support number to 17 Q. And if someone wants to switch to 17 place the order. We give them the phone number, 18 Charter Spectrum phone service, do you ask them 18 we tell them who the provider is. But they don't 19 if they want to port their phone number? 19 notate that anywhere. They just use that 20 A. Yes. 20 information to chose when the port interval is 21 Q. Okay, each time? going to happen to schedule the installation. 2.1 2.2 A. Every time, yeah. 22 Q. Can you go into a little bit more 23 Q. And if they say yes, then you have to 23 detail on that, you say "port interval"? 24 ask who their current carrier is? 24 A. Yes. 25 A. Correct. 25 Q. What does that mean? Page 15 Page 16 1 L. Truong - 09/19/19 L. Truong - 09/19/19 1 2 2 A. So, basically, if a customer is number. And then as soon as it looks up, that 3 switching from one provider to another, there's a 3 information isn't saved anywhere. 4 Q. And do you personally have access to 4 certain day period that that other company will 5 hold the phone number before they will allow us 5 see what the software system looks like that the 6 6 sales support people are using when you call to have it. 7 7 So every company operates differently them? 8 8 when it comes to a port interval. A. I have read-only access. I'm not 9 9 able to actually go in and see the information. So we have to look at who that 10 company is, to decide how many days, or when 10 I can just see the name and the address of the 11 11 we're able to schedule that customer, based on customer, and that's it. 12 12 the current phone provider. Q. So there's other information that you 13 13 Q. So in order to do the porting can't see? 14 A. Correct. 14 process, you have to know who the previous 15 provider was? 15 Q. Okay. 16 A. Right. If they're porting their 16 All right. Has any Windstream 17 phone number, yes. 17 customer that you've ever spoken to during a 18 18 sales pitch ever mentioned Windstream's Q. And you're saying you -- as far as 19 19 bankruptcy? you know, you don't think there's a record, that 20 A. I had one specific customer, 20 the porting process took place on X date from 21 X company to Charter or Spectrum? 21 Judy Spencer, with Physicians Weight Loss, during 22 22 the questions, she had mentioned -- I had asked A. No. 23 23 her what her Internet speed was. There's a database that we -- they 24 look up the phone number to see what that date 24 And she mentioned, Oh, I have 25 would be before that company releases the phone 25 OneStream. My Internet speed is very slow.



		019	
	Page 21		Page 22
1	L. Truong - 09/19/19	1	L. Truong - 09/19/19
2	A. Okay.	2	people in various states?
3	Q. Does that make sense?	3	A. Yes.
4	A. Yes.	4	Q. And did you review an Excel
5	Q. All right.	5	spreadsheet, listing the people to whom that
6	So did Ms. Spencer appear concerned	6	mailer was sent?
7	to you?	7	A. Yes.
8	A. Yes.	8	Q. And was that spreadsheet searchable?
9	Q. And did Ms. Spencer indicate that the	9	A. Yes.
10	reason she was concerned is because she believed	10	Q. And did you review a search of the
11	Windstream was going out of business?	11	spreadsheet, including all of the people to whom
12	A. Yes.	12	the March 2019 direct mail was made, for the name
13	Q. And Ms. Spencer indicated that the	13	"Spencer"?
14	reasons she was concerned about Windstream going	14	A. Yes.
15	out of business was because she had received a	15	Q. And did you through that search,
16	letter?	16	were you able to identify a Judy Spencer in
17	A. Yes.	17	Newark, Ohio?
18	Q. And Ms. Spencer indicated that the	18	A. No.
19	reason she was concerned about Windstream going	19	Q. Is it a fair inference, then,
20	out of business is because she had received a	20	Ms. Truong, that the letter that Ms. Spencer was
21	letter from Windstream?	21	referring to, while she was expressing these
22	A. Yes.	22	concerns, was not the direct mail that came from
23	Q. All right.	23	Charter in March of 2019?
24	You understand, Ms. Truong, that	24	MR. JUSTUS: Objection, leading the
25	Charter sent a direct mail to some 800,000-plus	25	witness.
	Page 23		Page 24
1	L. Truong - 09/19/19	1 1	L. Truong - 09/19/19
		1 -	L. Huong - 09/19/19
2	BY MR. KINGSTON:	2	Q. I'll take another run at that.
2 3	· ·		_
_	BY MR. KINGSTON:	2	Q. I'll take another run at that.
3	BY MR. KINGSTON: Q. Is it a fair or an unfair inference,	2	Q. I'll take another run at that. I have cotton-mouth in the middle of my question.
3 4	BY MR. KINGSTON: Q. Is it a fair or an unfair inference, Ms. Truong, that the letter that Ms. Spencer was	2 3 4	Q. I'll take another run at that. I have cotton-mouth in the middle of my question. Do you mind if I start over?
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Page 25 I. Truong-09/19/19 MR, KINGSTON: I pass the witness. MR, JUSTUS: Okay, I have a couple more questions. REDIRECT EXAMINATION BY MR, JUSTUS: Q. Ms, Truong, you testified that you searched a list of eight-hundred-and-some-housand people for the name "Judy Spencer"; right? A. Uh-huh, Q. Okay Where did Charter get those formulation. So the database, or the spreadsheet, of the 800,000 people, those were the names and addresses that Charter sent its mailer to; right? A. Uh-huh, Q. Okay, Uhrere did Charter get those foundation. MR, KINGSTON: Objection, lack of foundation. Page 27 I. Truong-09/19/19 MR, KINGSTON: Mr, Kardos. MR, JUSTUS: So different witness for that, you're saying? MR, KINGSTON: I - actually, I'm not positive that it's Mr, Kardos. MR, JUSTUS: Q. And I think you already answered this question, but I have to ask it one more time, See Have the door, and you could talk to them, and they may have a different name than the person who nowns the house at that address or owns an a cocount with us, it would match their social security number. BY MR, JUSTUS: BY MR, JUSTUS: BY MR, JUSTUS: BY MR, JUSTUS: A. Uh-huh. Q. Okay, Where did Charter get those foundation. MR, KINGSTON: I will object, lack of foundation. Page 27 I. Truong-09/19/19 MR, KINGSTON: Mr, Kardos. MR, JUSTUS: So different witness for that, you're saying? MR, KINGSTON: I actually, I'm not positive that it's Mr, Kardos. MR, JUSTUS: Q. And I think you already answered this question, but I have to ask it one more time, See Have the door, and you could talk to them, and they may have a different name than the person who owns the house at that address or owns an account at that address. right? A. I still don't think I'm understanding the question. MR LINTUS: So (Justus Have a different name than the person who owns the house at that address or owns an account at that address. right? A. Yes. Q. Okay. MR LINTUS: No more questions. MR, JUSTUS: No more questions. MR, JUSTUS: No more questions. MR, JUSTUS: No more questions. MR, LINTU	256 Pg 8 of 9				
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2	CERTIFICATE	2	JURAT
3		3	V 0 1
4	STATE OF CONNECTICUT)	4	STATE OF)
5) ss. COUNTY OF FAIRFIELD)) ss.
6	COUNT OF PAIRCIELD)	5	COUNTY OF)
7	I, MERCEDES MARNEY-SHELDON, a court reporter	6	
8	within the state of Connecticut, and a notary public	7	
9	for the State of Connecticut, do hereby certify:	8	I, LATISHA TRUONG, the witness herein,
10	That LATISHA TRUONG, the witness whose	9	having read the foregoing testimony of the pages of
11	deposition is hereinbefore set forth, was duly sworn	10	this deposition, do hereby certify it to be a true
12	by me, and that such deposition is a true record of	11	and correct transcript, subject to corrections, if
13	the testimony given by the witness.	12	any, shown on the attached page(s).
14	I further certify that I am not employed by nor	13	
15	related to any of the parties to this action by	14	
16	blood or marriage, and that I am in no way	15	
17	interested in the outcome of this matter.	16	LATISHA TRUONG
18	IN WITNESS WHEREOF, I have hereunto set my hand	17	
19 20	this 3rd day of October, 2019.	18	
21		19	
22		20	Subscribed and sworn to before me this
22		21	
23	Mercedes Marney-Sheldon - Shorthand Reporter		day of, 2019
	Notary Public - State of Connecticut	22	
24	Account Number: 167303	23	
	Date Appointed: 08/07/2014	24	
25	Expiration Date: 08/31/2023	25	Notary Public
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1	oOo		
2	ERRATA SHEET		
3	CASE: In re: WINDSTREAM HOLDINGS, INC., et al;		
	WINDSTREAM HOLDINGS, INC., et al., v.		
4	CHARTER COMMUNICATIONS, INC., et al.		
5	WITNESS: LATISHA TRUONG		
6	DEPOSITION DATE: SEPTEMBER 19, 2019		
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Defendants' Designations and Counter Designations
Debtor Counter Designations

IN THE UNITED STATES BANKR	UPTCY COURT
FOR THE SOUTHERN DISTRICT	OF NEW YORK
IN RE)
)
WINDSTREAM HOLDINGS, INC., et al.,) Chapter 11
Debtors.) (Jointly Administered)
)
WINDSTREAM HOLDINGS, INC., et al,) Case No. 19-22312 (RDD)
Plaintiffs,)) Adv. Proc. No. 19-08246) (RDD)
****)
VS.)
CHARTER COMMUNICATIONS, INC. And CHARTER COMMUNICATIONS OPERATING, LLC,))))
Defendants.))
DEPOSITION OF	
SHONNE K. BANDY	

Taken in behalf of Def	endants
September 19, 20	19
400 Columbia Street, Su	ite 140
Vancouver, Washington 98660	
**** Confidential	****
(For Attorney's Eyes	Only)
REPORTED BY: Tracey L. Tracy, RPR, CCR	CSR

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APPEARANCES For the Debtors and Plaintiffs: Ryan J. Larsen Katten Muchin Rosenman, LLP 2029 Century Park East Suite 2600 Los Angeles, CA 90067-3012 310.788.4544 310.712.8223 Fax ryan.larsen@kattenlaw.com For the Defendants: Justin P. Mulligan Thompson Coburn, LLP One US Bank Plaza St. Louis, MO 63101 314.552.6227 11 314.552.7000 Fax jmulligan@thompsoncoburn.com For the Official Committee of Unsecured Creditors of Windstream Holdings, Inc.: Steven T. Rappoport Morrison & Foerster, LLP Sto West 55th Street New York, NY 10019-9601 212.336.4171 212.468.7900 Fax srappoport@mofo.com	EXAMINATION INDEX EXAMINATION BY: PAGE NO. Mr. Mulligan 4 EXHIBIT INDEX EXHIBIT NO. DESCRIPTION PAGE NO. EXHIBIT NO. 1 16-page color copy of Spectrum 18 Business Value Added Reseller Agreement. Exhibit No. 2 1-page copy of a letter from 31 Spectrum to Earthlink Business, LLC, dated 03/22/2019. Exhibit No. 3 9-page color copy of Notes for 38 Ticket, Bates Stamp Nos. WIN002428 - WIN002436. Exhibit No. 4 2-page copy of an email string, 57 Bates Stamp Nos. WIN002139 - WIN002140. Exhibit No. 5 2-page copy of an email string, 71 Bates Stamp Nos. WIN002339 - WIN002340. Exhibit No. 6 1-page color copy of Notes for 85 Ticket, Bates Stamp Nos. WIN002437 - WIN002457. Exhibit No. 8 20-page copy of Declaration of 122 Shonne Bandy, including attachments. Exhibit No. 9 11-page copy of Supplemental 138 Initial Disclosures of Plaintiff Windstream Holdings, Inc. and Affiliated Debtors.
Page 4 BE IT REMEMBERED that on Thursday, September 19, 2019, at 400 Columbia Street, Suite 140, Vancouver, Washington 98660, at 8:52 a.m., before Tracey L. Tracy, RPR, CCR, CSR, appeared SHONNE K. BANDY, the witness herein; WHEREUPON, the following proceedings were had, to wit: SHONNE K. BANDY, having been first duly sworn by the Certified Court Reporter, testified as follows: EXAMINATION BY MR. MULLIGAN: Q Can you please state your full name for the record. A Shonne Katrina Bandy. Q What is your home address? A 6009 Northeast 99th Street, Vancouver, Washington 98665. Q Perfect. And are you on any medications today that would impair your ability to testify truthfully or fully? A No. Q Can you, as you sit here right now, think of any reason	today? A No. Q As we were speaking just moments ago, you've never had your deposition taken before; is that correct? A Correct. Q Okay. So I'll go over some of the normal kind of guidelines. Your counsel may have gone over them with you earlier. But we have a court reporter here, so for her sanity and ease, it'd be helpful if you let me finish my question before answering, and I'll let you finish your answer before asking my next question. I'm sure at some point we're going to talk over each other, because that's how natural conversations go, but I'll try to make the least of that. Is that fair? A Yes. Q And then for answering questions, because she is taking it down, it's helpful to answer in full responses, not our normal vernacular of uh-huhs or shoulder shrugs or head nods. Is that fair? A I will do my best. The Today of the normal kind of a question, we're

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1	Page 6		Page 7
1	A Understood.	1	Q Okay. Anything else? Any other documents?
2	Q And if at any time throughout the day you don't	2	A Not that I can recall.
3	understand a question that I ask, please feel free to ask	3	Q Other than your attorneys or Windstream's attorneys, did
4	me to repeat it or clarify the question. If you don't,	4	you speak to anyone regarding this lawsuit in preparation
5	I'm going to assume that you understood the question that	5	for the deposition today?
6	I asked. Is that fair?	6	A Not that I can recall.
7	A Understood.	7	Q Did you speak to any other Windstream employees in
8	Q Okay. Thank you.	8	preparation for your deposition today?
9	What did you do to prepare for today's deposition?	9	A I did not.
10	MR. LARSEN: Let me just interject	10	Q And are you represented by counsel here today?
11	there. Please answer the question, but as we discussed	11	A I am.
12	before, I don't want you to include any attorney-client	12	Q And is that through Windstream, or did you retain counsel
13	privileged conversations that may be responsive. So for	13	separately?
14	example, anything you and I discussed or you discussed	14	A That's through Windstream.
15	with any in-house attorney at Windstream or another	15	Q Okay. So is Windstream paying for your counsel's
16	attorney at my firm, I don't want you to disclose that,	16	representation here today, or are you paying separately?
17	okay? But otherwise, please answer his question.	17	A Correct. Windstream is.
18	THE WITNESS: I reviewed the document	18	Q What's your highest form of education that you obtained?
19	that I signed that spurred this deposition, which was	19	A I have two master's degrees.
20	my what do you call it, the	20	Q What are those in?
21	Q (By Mr. Mulligan) Are you talking about the declaration?	21	A I have an MNCM, master's in network and communications
22	A The declaration, yes.	22	management, and a GWCWC, which is a graduate wireless
23	Q Perfect. Did you review any other documents in	23	certificate in wireless communications.
24	preparation for the deposition today?	24	Q Can you kind of just give me a brief kind of explanation
25	A I reviewed the documents included in the declaration.	25	or snippet as to what each of those entails. What's the
	1 education geared to provide you?	1	are you presented with through trouble tickets?
	A Master's in network and communications management gives you a CEO overview of how to create or design a IT	3	A There are a myriad of issues that can go wrong with Internet in the retail stores.
	4 network for any company small, medium, or large-size	4	Q So is your role primarily focused on retail customers
	5 enterprise. The wireless certificate is more of a	5	versus end-user consumers and their telecommunication
	6 specialized education in wireless technology.	6	services?
	7 Q What type of wireless technology?		
	. Zm. type of through technology.	1 7	
	8 A Communications In specific more geared towards	7	A My job is wholly encompassed in GNC.
	8 A Communications. In specific, more geared towards	8	A My job is wholly encompassed in GNC. Q Okay. So you wouldn't take any trouble tickets or
	9 telecom.	8 9	A My job is wholly encompassed in GNC. Q Okay. So you wouldn't take any trouble tickets or complaints from any other consumers other than GNC?
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		of 23	Dago 11
	Page 10		Page 11
1	service providers across the country who have part of	1	had declared bankruptcy?
2	their transport is connected to Windstream transport.	2	A I do not recall.
3	Q Okay. Is that spelled I think I've seen it in a	3	Q Do you know whether it is Windstream's plan or goal to
4	couple documents. Is it L-E-C?	4	continue its operations after bankruptcy?
5	A Correct.	5	MR. LARSEN: Objection. Calls for
6	Q And you mentioned enterprise customers or clients. Is	6	speculation. There's no foundation.
7	there a split in Windstream as, you know, residential or	7	THE WITNESS: I am not.
8	end-user consumers and then enterprise customers? Is	8	Q (By Mr. Mulligan) Has anyone at Windstream ever
9	that how it's divided in Windstream?	9	communicated that it's their goal to continue operations
10	A Correct. I'm in advanced services. We normally deal	10	after bankruptcy?
11	with other companies' help desks who cannot resolve	11	MR. LARSEN: Objection. Communicated
12	issues on their own. We take over at a higher level.	12	to her
13	Q So if an individual was calling to cancel their telephone	13	MR. MULLIGAN: Correct.
14	service with Windstream, that wouldn't be something that	14	MR. LARSEN: or to anybody?
15	you would receive?	15	THE WITNESS: There was a companywide
16	A That might be a misdirected call that I would have to	16	announcement that I watched regarding business as usual.
17	transfer to a different department.	17	I just remember that term as addressing any fears
18	Q But you wouldn't handle that personally?	18	regarding bankruptcy.
19	A No.	19	Q (By Mr. Mulligan) You mentioned addressing any fears.
20	Q Are you aware that Windstream has declared bankruptcy?	20	What did you mean by that?
21	A Yes.	21	A That's what they said in the conference was a
22	Q When did you first hear about Windstream's declaration of	22	teleconference.
23	Chapter 11 bankruptcy?	23	Q Do you know who all was on the teleconference?
24	A This year. Early in the year.	24	A I remember the CEO.
25	Q What was your initial reaction to hearing that Windstream	25	Q Is there any guarantee that Windstream will be able to
	Page 12		Page 13
1	continue business as usual after bankruptcy?	1	A Late January this year.
2	MR. LARSEN: Objection. There's no	2	
2		_	Q So January 2019. Where did you work prior to Windstream?
3	foundation. Calls for speculation.	3	Q So January 2019. Where did you work prior to Windstream? A I worked at a variety of companies. Are you asking me
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3	foundation. Calls for speculation.	3	A I worked at a variety of companies. Are you asking me
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	1 support.	1	A Correct. We do not receive phone calls primarily. We
	2 Q When did you work for Verizon?	2	communicate otherwise.
	3 A Between 2005 and 2012.	3	Q How do you communicate otherwise? How does an issue come
	4 Q So I believe you mentioned earlier that your primary	4	about and how does GNC report the issue?
	5 responsibility as a trouble resolution specialist with	5	A The GNC equipment that they have at their retail stores
	6 Windstream is with GNC as a customer of Windstream; is	6	is monitored, so automatic ticket creation occurs as well
	7 that correct?	7	as individual manual tickets created by GNC through an
	8 A That is my primary role.	8	Internet portal. This portal manages both types of
	9 Q How large of a customer is GNC for Windstream?	9	tickets.
:	MR. LARSEN: Objection. Vague.	10	Q Okay. So either the equipment GNC is using will if
3	Ambiguous. Undefined as to what "large" means in this	11	it's having an issue, will send an automatic alert; or if
3	12 context.	12	a customer realizes they're having issues, they can go
3	THE WITNESS: One of the largest	13	into this portal and, I guess, notify Windstream that
3	14 clients.	14	they're having issues?
3	Q (By Mr. Mulligan) Are you the only employee dedicated to	15	A That is correct. Technically, the equipment is monitored
	issues that GNC may have with its services?	16	by a system called Netcool, as you will see in the notes
	17 A No, I'm not.	17	attached to my document. Netcool is a monitoring system
	Q How many Windstream employees are focused primarily on	18	that will ping the equipment every five minutes, and if
1	servicing GNC as a Windstream customer?	19	it does not respond after three attempts, a ticket will
:	A That I know of, there are three of us managing over 6,000	20	be created digitally.
:	stores at any given time.	21	Q How many tickets are created on average, if you could let
1	Q And the three individuals, including yourself, are each	22	me know, for GNC on a given day?
1	of you primarily responsible for receiving phone calls or	23	A That number changes from day to day. It is not
2	trying to assist with any issues GNC may be having at its	24	consistent. I have seen in the past year working there
2	over 6,000 locations?	25	anywhere from 30 to 200 tickets created in one day.
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	Page 16		Page 17
	Q And how long can it take to resolve those issues?	1	based on any issue that they may be having, wouldn't you
	A That number is unquantifiable, because it depends upon	2	agree that it's not uncommon for GNC to experience an
	many factors. It depends on whether there's a response	3	issue that it has to report to Windstream?
	from the site itself, it depends upon whether there's a	4	A It is not uncommon for GNC to report issues to
	5 response from GNC help desk, and it depends upon	5	Windstream.
	6 processes going on in GNC that we are not privy to.	7	Q So in your position as a trouble resolution specialist
	7 Q Have you seen issues take longer than a day to correct		No. 2, who do you report directly to? A. Leport to Left Domingo.
	8 for a GNC location?	8 9	A I report to Jeff Domingo. Q Can you spell his last name.
	9 A I have.	10	A D-o-m-i-n-g-o.
	Q Have you seen issues take longer than a week to correct	11	Q What is Jeff's title with Windstream?
	11 at a GNC location? 12 A I have.	12	A I do not recall. I apologize.
	12 A I have. Q In your experience since January 2019, what's the longest	13	Q No problem. Do you know what his responsibilities are,
	14 you've seen it take to resolve an issue for a particular	14	primarily, with Windstream?
	15 GNC location?	15	A His responsibilities recently changed in the last week,
	16 A I do not recall.	16	so I'm not privy to all of his responsibilities.
	A 1 do not recail. Q Would you agree that it's fairly common based upon the	17	Q Just generally speaking, kind of, what is his role?
	fact that you may receive anywhere between 30 and 200	18	A Generally speaking, he manages emerging technology and
	issues per day that GNC experiences issues that it needs	19	advanced services.
	to report to Windstream?	20	Q What are the advanced services that he assists with?
	21 MR. LARSEN: Objection. It calls for	21	A Advanced services is a category in which I work with GNC
	22 speculation as to what GNC may think.	22	whereby the clients that we manage have their own IT help
	23 Q (By Mr. Mulligan) I can repeat the question. Based on	23	desks, and we are a level above a regular help desk. The
	24 your experience since January 2019, seeing anywhere	24	regular help desk for the clients normally assist in
	between 30 to 200 tickets issued by GNC to Windstream,	25	layer one troubleshooting.
	200 to 200 to 200 to 200 to 200 to 10 to 11 minuteding	1	

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1	Q When you mentioned the general help desk, is that a	1	LEC, such as Spectrum. I have a copy of the
2	general help desk within Windstream, or are you talking	2	service-level agreement at my desk so that I can
3	about the customer's own general help desk?	3	troubleshoot properly.
4	A A customer's own help desk.	4	Q And for what's been marked as Exhibit 1 here, with the
5	Q So I don't want to assume, but does GNC have its own help	5	title Spectrum Business Value Added Reseller Agreement,
6	desk department for the company?	6	is this the service-level agreement that you're referring
7	A GNC has its own help desk.	7	to, or is that a different document?
8	Q Do you have any let me rephrase. Are there any	8	A I haven't had time to go through this in full. (Witness
9	individuals or employees at Windstream that report	9	peruses document.) I'm still reading.
10	directly to you?	10	This contract is a general contract and does not
11	A There are not.	11	specify line rates, margins, or any of the other
12	Q Are you familiar with the value-added reseller agreement	12	service-level agreement troubleshooting that I manage.
13	that Windstream has with Charter Communications?	13	Q Okay. Did you have any involvement in drafting the
14	A I am not.	14	agreement shown in Exhibit 1?
15	(Exhibit No. 1 marked for	15	A No.
16	identification.)	16	Q Do you have any education or training in drafting or
17	Q (By Mr. Mulligan) And maybe it's just because of the	17	interpreting contracts?
18	I was using a term you might not be familiar with, but	18	A Yes.
19	are you aware that Windstream at times uses Charter to	19	Q What is that? What's your training or education?
20	help provide services to Windstream customers?	20	A Part of my master's degree trained me in general
21	A I am.	21	specifics for a contract negotiation of different types
22	Q Do you have any personal knowledge as to the contract	22	of networks, as well as previous employment. I was
23	between Windstream and Charter Communications to provide	23	responsible for drafting and maintaining contracts.
24	those services?	24	Q So maybe to assist us kind of throughout the day, how
25	A I am aware of service-level agreements we create with	25	would you describe the relationship between, for example,
1	Page 20 Charter and Windstream to provide what I've seen, at some	1	Page 21 designate whatever he needs to as confidential?
1 2	_	1 2	
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Page 22 Page 23					
1	in my department.	1	Q Well, I just want to know if GNC locations would know		
2	Q And in your department, those circuits would be used	2	that their Internet is being serviced by both Charter		
3	primarily for enterprise customers?	3	communications and Windstream.		
4	A Correct.	4	A No. They are not always aware of who is involved, other		
5	Q Do you know how the payments are conducted under these	5	than Windstream.		
6	types of agreements? You know, Windstream paying	6	Q You mentioned they are not always aware. Are there times		
7	Charter. Does Windstream pay Charter directly for the	7	where GNC will be notified that Charter Communications is		
8	service that Charter provides, or do they pay Windstream?	8	part of the provision of their Internet services?		
9	A That depends.	9	A Inadvertently at times, a provider of a certain type of		
10	Q What does that depend on?	10	circuit may bring equipment to the site that is labeled		
11	A The type of circuit that was purchased. Some circuits	11	such as for instance, if Spectrum brings a piece of		
12	are bring your own access. Some circuits are provided by	12	equipment to the site to provide a higher bandwidth and		
13	Windstream.	13	we have Windstream equipment there connected to that		
14	Q What does "provide your own access" mean?	14	equipment, that equipment may have a label with the		
15	A In some cases, GNC sites will opt to choose their own	15	service provider on the equipment itself.		
16	provider. In those cases, for various reasons, we do not	16	Q So that'd be a way of the customer finding out		
17	maintain the entirety of those circuits. They are	17	inadvertently. Does Windstream ever make it a point to		
18	responsible to contact whoever they pay for the circuit.	18	tell its customers that Charter Communications is		
19	We only provide equipment in that case.	19	involved in providing their Internet services?		
20	Q When a company like Charter is providing some Internet	20	A No.		
21	transport along the lines of a service to it, for	21	Q So if, for example, a customer like GNC is having issues		
22	instance GNC, is GNC notified that Charter is also	22	with its Internet services, are they to report it to		
23	involved in providing services?	23	Windstream or are they told to report it to, for		
24	A I am unaware how the communication occurs between the	24	instance, Charter Communications?		
25	order department and GNC. Is that what you're asking me?	25	A They are always required to contact us if the circuit is		
	Page 24		Page 25		
	not "bring your own access." Us, meaning Windstream.	1	A Yes, I believe that happens. Again, that's not my		
	, ,		A 1 cs, 1 ocheve that happens. Again, that's not my		
	2 O Right So similar to how Charter provides Windstream	2	department to troubleshoot		
	 Q Right. So similar to how Charter provides Windstream with part of the circuit and its line providing services 	2	department to troubleshoot. O And are there times where Windstream will purposely		
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Page 30 Page 31 no service for an extended period of time that continued Q (By Mr. Mulligan) So just to clarify, you don't have any 1 2 2 to be disconnected. They were upset to the point of personal information or knowledge that you can recall at 3 3 emailing us. When they have a site that is down and this time related to disconnections by Charter in 4 needs emergency help, they will oftentimes email us. And 4 March 2019? 5 they also needed to provide an alternate method of 5 A I may have information in my notes somewhere, but I do 6 Internet service for the site so they did not lose 6 not recall at this moment. 7 financial transactions. Q What notes would that be that you're referring to? 8 Q But that GNC interaction that you're speaking about now 8 A The logs on tickets. 9 was related to the May 2019 disconnections; is that 9 Q Do you maintain any notes beyond the ticket logs? 10 correct? 10 A I maintain all the emails I receive from GNC. 11 A That's correct. 11 (Exhibit No. 2 marked for 12 Q Okay. So I'm just trying to -- we'll get to the May 12 identification.) 13 ones, of course, but I'm just trying to see what your 13 Q (By Mr. Mulligan) Ms. Bandy, feel free to review this 14 knowledge is on any disconnections that may have been 14 Exhibit 2 fully, but my question is: Have you ever seen 15 caused by Charter or allegedly caused by Charter in March 15 this letter from Charter Communications to Windstream 16 16 before? 17 And so do you have any personal knowledge as to how 17 A No. 18 customers reacted to any disconnection by Charter in 18 Q And let me clarify. It's actually to Earthlink. Is 19 19 Earthlink related to Windstream? 20 MR. LARSEN: Objection. I think it's A Earthlink was the name of the company before Windstream 20 asked and answered. There's no foundation. I think 21 21 merged with Earthlink or purchased Earthlink. I'm not 22 she's testified that she's not aware of this issue, so 22 privy to the financial transactions between the two 23 obviously she's not going to know what a customer may 23 companies, but we are the same. 24 have thought about something she's not aware of. 24 Q Okay. And then I've also seen the company name Broadview 25 MR. MULLIGAN: Okay. as well. Is that similar to how Earthlink is related to 25 Page 32 Page 33 Windstream? 1 March 2019? A I'm unaware of the answer to that question. 2 A I remember being personally involved in sending the Q But just to clarify, you've never seen the letter shown 3 escalation to restore the circuits. in Exhibit 2? 4 Q Who would you send the escalation to? 5 A It depends on the design of the circuit. Usually, I A Correct. Q So you'd have no knowledge as to why this letter was sent 6 contact the account manager, and the account manager by Charter Communications? 7 forwards any issues to whomever needs to address the 8 issues, such as billing department. 9 Q So would you escalate that to someone within Windstream, 9 Q Similar to the March 16th to March 19th disconnections 10 that we were speaking about earlier, do you have any 10 or are you escalating that to someone in the third-party 11 provider, such as Charter Communications? 11 personal knowledge as to any disconnections caused by 12 Charter in March 26th, 2019? A It's a many-pronged escalation because I do not know when 12 13 I'm told that a circuit is being disconnected for nonpay. 13 A You're referring to events that occurred prior to my 14 A, whether it's true; B, whether we are the ones affidavit. I would need to research those to be able to 14 15 responsible for paying it; or C, if -- if it has actually 15 answer your questions. I have no recollection of those 16 been paid and just crossed in the mail, so to speak. 16 situations at the moment. 17 Q So as we sit here today, what do you recall regarding any 17 Q So as we sit here today, you have no recollection of 18 disconnections allegedly caused by Charter on or around 18 being involved in any disconnections caused by Charter of 19 March 26th, 2019? 19 Windstream's last mile customers on or around March 26th, 20 A Only what I've told you in the last few questions. 2019: is that correct? 2.0 21 Q Do you know when you became aware of those 21 A I do recall that there were multiple instances of 22 disconnections? 22 disconnection due to nonpay, but I do not remember the 23 A When I worked on the ticket. 23 specifics of each case, only that it was a recurring 24 Q Do you recall speaking to anyone at Charter regarding the 24 issue that I had to escalate to a higher level. 25 disconnections on or around March 26th, 2019? 25 Q Were you personally involved on those issues in

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	Page 34		Page 35
1	A I recall I had multiple phone calls to Charter in which I	1	O You said they were uncooperative. In what way were they

1	A 1 recall I had multiple phone calls to Charter in which I	1 Q Yo	u said they were uncooperative. In what way were they
2	was advised circuits were disconnected and either due	2 unco	operative?
3	to nonpay, or I was told by a Spectrum Charter personnel	3 A The	ey I recall the people on the technical support
4	that I needed to contact the billing department.	4 depa	artment saying, I cannot help you with this circuit.
5	Q And that was in conversations you had with Charter in	5 I car	nnot give you any more information. You need to
6	March of 2019?	6 cont	act the billing department. This is a highly unusual
7	A They were conversations. I don't recall the exact date,	7 resp	onse for technical support.
8	but they were surrounding the time of my documented case.	8 Q Do	you know if they do you personally know if the
9	Q By "your documented case," are you referring to the	9 peop	ole you spoke to had the information for who you were
10	incidents set forth in your declaration?	10 supp	osed to contact at the billing department?
11	A Yes.	11 A I do	o not know.
12	Q And you mentioned that you in your conversations with	12 Q Do	you know whether or not the individuals at Charter on
13	Charter were informed to contact the billing	13 the t	echnical support side had any ability to take any
14	department; is that correct?	14 actio	on regarding this matter, if it was a billing matter?
15	A Yes.	15 A All	I know is what they said. They said, I can see here
16	Q And did they provide contact information for the billing	16 what	t happened, but I cannot discuss this with you.
17	department?	17 Beca	ause you're a national account, you need to contact a
18	A No.	18 diffe	rent department.
19	Q Did you ask for contact information to the billing	19 Q Do	you know whether or not those Charter employees were
20	department?	20 unab	ele to help because they were refusing to assist
21	A Yes.	21 Win	dstream, or merely because their department could not
22	Q Did they refuse, or did they simply not know that	22 take	any action?
23	information?	23	MR. LARSEN: Objection. Calls for
24	A They were uncooperative, and said that I needed to	24 spec	ulation.
25	contact the account manager.	25	THE WITNESS: Yeah, I can't speculate

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1	what their motivations were or what they were thinking.	
2	I only know what they said.	
3	Q (By Mr. Mulligan) And by "what they said," is that this	
4	is a billing issue and they can't assist and that you'll	
5	have to contact the billing department?	
6	MR. LARSEN: Objection. I think that	
7	misstates her testimony.	
8	Go ahead.	
9	THE WITNESS: Yeah, they said what I	
10	told you they said, and We're unable to restore the	
11	circuit, or We're unable to troubleshoot the circuit,	
12	which is usually what technical support does.	
13	Q (By Mr. Mulligan) But in this instance, if there was a	
14	billing issue, there was not a technical issue with the	
15	circuit; is that correct?	
16	A That is what I asked them. They would not answer my	
17	question.	
18	Q Are you aware of any technical issue with these circuits	
19	that caused the interruption in the GNC services?	
20	A I'm not aware of a technical issue.	
21	Q So if there's no technical issue and only a billing	
22	issue, how would the technical department be able to	
23	assist?	

A I only called the technical department because I am not

24

25

billing.

Q But you have no knowledge as to why the Charter technical department was unable to provide assistance to Windstream in the disconnections?

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in the disconnections?
 MR. LARSEN: Objection. It's been
 asked and answered, and it calls for speculation.
 THE WITNESS: I told you what the

technical support people said. It was a mystery to me.
 I was not given enough information to be able to answer
 that question.

Q (By Mr. Mulligan) You mentioned asking for a contact
 number for the billing department; is that correct?

12 A I asked them who we needed to contact and they said, You
13 need to contact your account manager. And I don't know

14 who that is.

Q Okay. So they didn't refuse to provide that information.
 They just -- they told you they didn't know who that was;

is that correct?

18 A Correct.

Q Do you know who at Windstream knows who their nationalaccount manager is at Charter Communications?

 $21\ \ \, A\ \,$ I'm aware of who manages vendor relations.

Q Who's that?

24

25

23 A Stacey Manzano.

Q What's Stacey Manzano -- well, first of all, for the court reporter, do you know how to spell Manzano?

10 (Pages 34 to 37)

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	Page 38		Page 39
1	A M-a-n-z-a-n-o.	1	marked at the bottom. You'll see the little numbers WIN
2	Q And is Stacey S-t-a-c-e-y, or just Y?	2	002428 through WIN 002436. Do you have all those pages?
3	A I believe it's S-t-a-c-e-y.	3	A One moment. (Witness peruses document.) I do.
4	Q What's Stacey's title at Windstream?	4	Q And feel free to review the document in full. But my
5	A Vendor relations.	5	first question is just going to be if you could let us
6	Q Did you have any communications with Stacey Manzano after	6	know what this document represents.
7	being told that you needed to contact the Charter	7	A (Witness peruses document.) This looks similar to the
8	national account manager?	8	document in my affidavit, whereby the logs for the Remedy
9	A I did send an email in which I cc'd Stacey Manzano.	9	ticket system have notes, and the notes include the same
10	Q Do you know what actions, if any, Stacey Manzano took	10	types of notes that are on this document.
11	after receiving your email?	11	Q Would these logs include all the notes related to a
12	A I'm not privy to those email strings.	12	particular issue reported to Windstream?
13	Q Are you aware of any last mile customers that whose	13	MR. LARSEN: Objection. Vague and
14	services were disconnected by Charter in April of 2019?	14	ambiguous as to what logs. The logs in this exhibit, or
15	A I'm I don't understand if you're asking me about GNC,	15	all that exist that she has access to?
16	or any customers.	16	MR. MULLIGAN: The log in Exhibit 3.
17	Q Are you aware of any customers that were disconnected by	17	THE WITNESS: You're asking me if this
18	Charter in April 2019?	18	what this log is?
19	A No, I may have lists of disconnections for GNC in my	19	Q (By Mr. Mulligan) Yes. Is the log in Exhibit 3 meant to
20	remedy ticket, but I do not have lists of other customers	20	include all notes related to the particular issue
21	that I deal with.	21	reported for this particular ticket?
22	(Exhibit No. 3 marked for	22	MR. LARSEN: I'll object as to there's
23	identification.)	23	no foundation that she prepared this document or had
24	Q (By Mr. Mulligan) Ms. Bandy, I'm handing you what's been	24	anything to do with putting it together.
25	marked as Exhibit 3, and it's a multiple-page document	25	THE WITNESS: This may not include the
	Page 40		Page 41
1	Page 40 entirety of the notes, but it does appear to reflect an	1	Page 41 A The name is familiar to me as an overseas technical
1 2		1 2	
	entirety of the notes, but it does appear to reflect an		A The name is familiar to me as an overseas technical
2	entirety of the notes, but it does appear to reflect an issue with a particular site. Q (By Mr. Mulligan) How are these notes prepared at Windstream? Is there a particular program that these are	2	A The name is familiar to me as an overseas technical support rep.
2 3 4 5	entirety of the notes, but it does appear to reflect an issue with a particular site. Q (By Mr. Mulligan) How are these notes prepared at	2 3 4 5	A The name is familiar to me as an overseas technical support rep. Q I have a following couple entries by Prateek. If you
2 3 4 5 6	entirety of the notes, but it does appear to reflect an issue with a particular site. Q (By Mr. Mulligan) How are these notes prepared at Windstream? Is there a particular program that these are entered into? A These are the types of notes that we do paste or type	2 3 4 5	A The name is familiar to me as an overseas technical support rep. Q I have a following couple entries by Prateek. If you know, what steps are being taken at this time related to this ticket that's been issued? A I can conjecture that Prateek was troubleshooting the
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	Page 42		Page 43
1	next step will be.	1	on and so forth. That is the responsibility of the GNC
2	Q How do you tell based on the entries here whether the	2	help desk to fix on-site.
3	note is private or public to the end customer? For	3	Q On the following page, 2431, do you see the entry at
4	instance, GNC?	4	12:32 by Nate Newsome?
5	A Well, if you are in the Digital Remedy system, it will be	5	A I do.
6	labeled as public or private. In Page WIN 2428, the	6	Q Do you know who Nate Newsome is?
7	first page, it shows a screenshot of the Remedy system.	7	A Nate is an employee of GNC. Most likely, part of the GNC
8	And at the bottom of that screen, you'll see tabs	8	help desk.
9	summary communications, et cetera. The communications	9	Q What type of information is Nate Newsome providing in
10	tab is the one that you would click on to be able to see	10	this entry, if you can tell us?
11	if a note was private or public, since the screenshot	11	A Nate Newsome is acting on behalf of GNC to respond to the
12	does not show what it would be if you were on the	12	request for Layer 1 troubleshooting. He is posting a
13	communications tab, you cannot see that. (Indicating.)	13	template, pasting this template manually into the notes,
14	But a second reason why I would know that is because	14	based on his own computer system at GNC, filling out the
15	of the format of the template, where we capitalize the	15	different questions on what troubleshooting has been done
16	word Currently, next step, and previous troubleshooting,	16	on-site.
17	et cetera, that template is commonly used in our public	17	So under Circuit Type, you see numbers and question
18	notes only. And that is on Page 2430. (Indicating.)	18	marks. Those are template questions he needs to answer
19	Q So the next step, under the category Next Step on 2430,	19	in order to request for Windstream to take further
20	it mentions Awaiting level 1 troubleshooting. What does	20	action.
21	that refer to?	21	Q Okay. On the following page after that, on 2432 of
22	A That refers back to the GNC help desk as actions required	22	Exhibit 3, do you see the entry by yourself at 3:17 p.m.?
23	by GNC to verify that there aren't other reasons for the	23	A I do.
24	outage, including loss of power, customer disconnected	24	Q Was this the first time you became involved in this
25	the equipment, cable came loose, cable went bad, and so	25	ticket on April 26th, 2019?

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1	A I do not know, because I am not privy to the entire
2	worklog.
3	Q By entire worklog, what do you mean?
4	A There's no indication that this is the entirety of all
5	the notes on this Remedy ticket.
6	Q If there are more notes, would that be something you'd be
7	able to determine?
8	A I would need to be in the system to determine that.
9	Q But if you were in the system, you'd be able to determine
10	if this was the entirety?
11	A Correct.
12	Q And then in that note at 3:17 p.m. on April 26th, 2019 by
13	yourself, do you see where it mentions Ticket status
14	referred external?
15	A Correct.
16	Q What does that mean?
17	A In the Remedy ticket system, if you refer back to the
18	first page on WIN 2428, at the very top of the Remedy
19	ticket, you'll see Status. And that status is a

drop-down menu of basically the status of the ticket

taken. And so we choose a drop-down based on what is

current status and what is the next step that needs to be

"External" is the first category. Under "external,"

currently or the status -- next step that needs to be

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Page 45

1	there are subreasons, like external meaning we're
2	referring it back to GNC. When we get a ticket, usually
3	it's a response from our request for external action. So
4	I picked up this ticket. It says "Referred external,"
5	meaning that the previous action before I picked up this
6	ticket was that GNC was supposed to provide their light
7	status and the template that was above that note. Light
8	status means the color and status of the lights on the
9	equipment on site.
10	Q And then your April 26th notes here, in the entry at
11	3:17 p.m. on the first one mentioning GNC is providing
12	light status and Alt I'm assuming for alternate
13	A Correct.
14	Q contact Dustin, providing a number. Who is Dustin?
15	A I am just repeating what was in the template above that.
16	So in the template that was provided by Nate Newsome,
17	previously mentioned on WIN 2431, if you look at the
18	No. 2, Does the store have VoIP, voice over IP, question
19	mark. If the store has voice over IP, then when the
20	Internet goes down, we cannot call them because their
21	phone also goes down.
22	So they provide an alternate contact so that we can
23	contact the site on somebody's cell phone or a different
24	method of communication. So in this case, Nate Newsome
25	typed "Dustin" and his phone number as a method to

1	257 Py 13	01 23	0
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	1 contact the site for further troubleshooting if needed.	1	anyone ever told me such a statement in the technical
	2 Q Okay. And then your second entry in the 3:17 p.m. notes	2	support department, which is why I previously referred to
	on 2432 is called LEC, unable to file ticket.	3	it when you were asking me questions a few minutes ago.
	4 What does that mean?	4	Q Okay. Prior to April 26th, 2019, did anyone at
	5 A That means I contacted whoever was in charge of the	5	Windstream circulate a memo or email notifying Windstream
	6 circuit. I am assuming that because you have this	6	employees that if you have issues with disconnects with
	7 document, that it was Spectrum. Yes, it does show the	7	Charter, you need to contact the national account support
	8 private note below: Called Time Warner Spectrum at this	8	number, not technical?
	9 number, spoke with Jeremy, he sees the business class	9	A I do not recall any such memo.
	phone circuit but no Internet, and he advised me to speak	10	Q So April 26th was the first you were being informed that
	11 with national account support as that circuit is no	11	this needed to go through a national account at Charter
	12 longer ours to troubleshoot.	12	and not the technical support?
	13 Q Where did you get the number for contacting Time Warner	13	A I do not know if this was the very first time, but to my
	14 Cable/Spectrum that's included in your notes?	14	recollection, it seems to have been the first time since
	15 A We have a list of telephone contact numbers online that I	15	I worked at Windstream.
	16 refer to daily.	16	Q And in your conversations with Jeremy at Charter
	17 Q What department at Charter would this number correspond	17	Communications, did he inform you why there had been a
	18 to?	18	disconnection?
	19 A That would have been technical support for circuit	19	A He was not forthright. That is why I typed his words in
	20 providers.	20	quotes, because it did not give me a straight answer.
	21 Q Based on your recollection, is this the first time that	21	Q Do you know whether or not he had the answer to why it
	you had contacted someone at Charter and been told that	22	was disconnected?
	23 you need to speak to a national account support member	23	MR. LARSEN: Objection. Calls for
	24 regarding these disconnects?	24	speculation.
	25 A To my recollection, I believe this was the first time	25	THE WITNESS: I cannot speculate that.
	Page 48		Page 49
1	Q (By Mr. Mulligan) And when you said "he was not	1	who to contact.
2	forthright," what do you mean by that?	2	Q Do you know who you contacted via email to advise on next
3	A It's not an answer as to why a circuit is down.	3	steps related to this April 26th, 2019 conversation you
4	Q But do you know whether or not he had the answer to why	4	had with Jeremy?
5	the circuit was down?	5	A Do you have any documents in my affidavit showing emails?
6	MR. LARSEN: Objection. Calls for	6	Q I'm sure we do, but let's just go. We'll continue
7	speculation.	7	through this call log, and then we'll get to the emails.
8	THE WITNESS: I couldn't read his	8	So following your entry at 3:17, there's an entry by
9	mind. I don't know what he was looking at.	9	Brian Dukes at 3:36 p.m. Do you see that?
10	Q (By Mr. Mulligan) Do you have any knowledge as to	10	A I do.
11	whether Jeremy at Charter Communications was purposely	11	Q Who is Brian Dukes?
12	withholding any information from you?		A He's a lead of my department.
13 14	A I cannot speculate as to whether he was motivated to	13 14	Q How is a lead different than your role in the department?
15	withhold information or not. Q But beyond telling you that the circuit was no longer	15	A A lead's responsibilities are to support technical support reps such as myself in matters that are going to
16	ours to troubleshoot, meaning his department, he did	16	take up more time than is warranted for the situation or
17	provide you with information as to the fact that you	17	has extended knowledge and experience in particular
18	needed to contact a national account support individual;	18	situations that I may not have encountered before.
19	is that correct?	19	Q Do you know what actions Brian Dukes was taking to
20	A Yes.	20	resolve this issue at this time on April 26th, 2019?
21	Q Then your next entry is: Contacted supervisors via email	21	MR. LARSEN: Objection. There's no
22	to advise next steps. What does that mean?	22	foundation that he did anything.
23	A As I mentioned previously, I send emails with	23	THE WITNESS: I only see his note, his
24	multi-pronged directions because I do not know who to	24	template, giving information to GNC of the status of the
25	contact next exactly. So I contact people who would know	25	ticket, mentioning that GNC did provide light status, did
		1	

		1 of 23	
l	Page 54		Page 55
	1 services?	1	Q No one at GNC told you whether or not they'd lost any
	2 A I can't speculate as to Charter's thoughts or motivations	2	sales because of this disconnection or interruption in
	3 or reasons for saying such things.	3	services?
	4 Q Do you have any knowledge or information to support the	4	A I would need to go through my emails to see if they
	5 belief that Charter intentionally disconnected these	5	mentioned it.
	6 services to cause harm to Windstream?	6	Q As you sit here today, do you recall ever being told by
	7 A Again, I cannot speculate as to intention.	7	GNC on April 26th, 2019 that they lost sales because of
	8 Q Do you know if just to clarify, this ticket in	8	this disconnection?
	9 Exhibit 3 would be relating to a GNC customer; is that	9	A Ever being told, yes. April 26th, I do not recall.
	10 correct?	10	Q And when you mentioned "ever being told," what do you
	11 A Which ticket? The ticket in this document?	11	mean by that?
	12 Q The ticket we've been looking at, correct.	12	A They have told us that they are losing sales repeatedly
	13 A This ticket is a GNC store. Correct.	13	when we call the site.
	14 Q Do you know or have any personal information as to	14	Q Related to this specific disconnection?
	whether or not this GNC store lost any sales as a result	15	A I do not recall the specific disconnection as to whether
	of this disconnect?	16	they mentioned losing business.
	17 A GNC often loses sales. I am going to speculate they did	17	Q Does GNC Stores have any backup Internet provisions in
	lose sales, since the circuit went down at 10:42 a.m. on	18	case its Internet services are disconnected or there's an
	19 April 26th and did not restore until closing, which was	19	interruption with the services?
	20 8:19 p.m. That's actually past closing. They close at	20	A That depends.
	8:00 in the evening, so it was 20 minutes past their	21	Q On what?
	closing time, meaning they lost an entire business day.	22	A The site. There are some sites that are configured
	I do not know how many customers, paying customers, were	23	differently than other sites.
	unable to purchase products that day, because they did	24	Q What type backup provisions would some sites have to
	not provide that information to me.	25	continue Internet operations if their main server went
	D 56		
	Page 56		Page 57
1	Page 56 down?	1	Page 57 cash at that location?
1 2	down? A The help desk located in Pennsylvania for GNC has an	1 2	cash at that location? A I would need to call the site to ask that question
2	down?	2	cash at that location? A I would need to call the site to ask that question individually.
2 3 4	down? A The help desk located in Pennsylvania for GNC has an account with approximately 50 wireless LTE routers that they can overnight to stores who need alternate Internet.	2 3 4	cash at that location? A I would need to call the site to ask that question individually. Q If the store has no Internet, are they able to make
2	down? A The help desk located in Pennsylvania for GNC has an account with approximately 50 wireless LTE routers that they can overnight to stores who need alternate Internet. In the case where we suspect they may be down for more	2	cash at that location? A I would need to call the site to ask that question individually. Q If the store has no Internet, are they able to make credit card sales?
2 3 4 5	down? A The help desk located in Pennsylvania for GNC has an account with approximately 50 wireless LTE routers that they can overnight to stores who need alternate Internet. In the case where we suspect they may be down for more than 24 hours, GNC makes a decision whether to send a	2 3 4 5 6	cash at that location? A I would need to call the site to ask that question individually. Q If the store has no Internet, are they able to make
2 3 4 5	down? A The help desk located in Pennsylvania for GNC has an account with approximately 50 wireless LTE routers that they can overnight to stores who need alternate Internet. In the case where we suspect they may be down for more	2 3 4 5	cash at that location? A I would need to call the site to ask that question individually. Q If the store has no Internet, are they able to make credit card sales?
2 3 4 5 6 7 8	down? A The help desk located in Pennsylvania for GNC has an account with approximately 50 wireless LTE routers that they can overnight to stores who need alternate Internet. In the case where we suspect they may be down for more than 24 hours, GNC makes a decision whether to send a backup router to that site or not. That's one situation where they may receive a backup Internet.	2 3 4 5 6 7 8	cash at that location? A I would need to call the site to ask that question individually. Q If the store has no Internet, are they able to make credit card sales? A Not usually. The PIN pad that they use to swipe credit
2 3 4 5 6 7 8	down? A The help desk located in Pennsylvania for GNC has an account with approximately 50 wireless LTE routers that they can overnight to stores who need alternate Internet. In the case where we suspect they may be down for more than 24 hours, GNC makes a decision whether to send a backup router to that site or not. That's one situation where they may receive a backup Internet. Q Is that GNC's decision and not Windstream's as to whether	2 3 4 5 6 7 8	cash at that location? A I would need to call the site to ask that question individually. Q If the store has no Internet, are they able to make credit card sales? A Not usually. The PIN pad that they use to swipe credit cards is connected to our router. It will not work if there is no Internet. (Exhibit No. 4 marked for
2 3 4 5 6 7 8 9	down? A The help desk located in Pennsylvania for GNC has an account with approximately 50 wireless LTE routers that they can overnight to stores who need alternate Internet. In the case where we suspect they may be down for more than 24 hours, GNC makes a decision whether to send a backup router to that site or not. That's one situation where they may receive a backup Internet. Q Is that GNC's decision and not Windstream's as to whether backup wireless is provided?	2 3 4 5 6 7 8 9	cash at that location? A I would need to call the site to ask that question individually. Q If the store has no Internet, are they able to make credit card sales? A Not usually. The PIN pad that they use to swipe credit cards is connected to our router. It will not work if there is no Internet. (Exhibit No. 4 marked for identification.)
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2 3 4 5 6 7 8 9 10 11	down? A The help desk located in Pennsylvania for GNC has an account with approximately 50 wireless LTE routers that they can overnight to stores who need alternate Internet. In the case where we suspect they may be down for more than 24 hours, GNC makes a decision whether to send a backup router to that site or not. That's one situation where they may receive a backup Internet. Q Is that GNC's decision and not Windstream's as to whether backup wireless is provided? A Correct. Q Do you know whether or not the GNC location at issue in	2 3 4 5 6 7 8 9 10 11	cash at that location? A I would need to call the site to ask that question individually. Q If the store has no Internet, are they able to make credit card sales? A Not usually. The PIN pad that they use to swipe credit cards is connected to our router. It will not work if there is no Internet. (Exhibit No. 4 marked for identification.) Q (By Mr. Mulligan) I'm handing you what's been marked as Exhibit 4. It's a two-page document marked WIN 002139
2 3 4 5 6 7 8 9 10 11 12	down? A The help desk located in Pennsylvania for GNC has an account with approximately 50 wireless LTE routers that they can overnight to stores who need alternate Internet. In the case where we suspect they may be down for more than 24 hours, GNC makes a decision whether to send a backup router to that site or not. That's one situation where they may receive a backup Internet. Q Is that GNC's decision and not Windstream's as to whether backup wireless is provided? A Correct. Q Do you know whether or not the GNC location at issue in this April 26th, 2019 ticket had a backup wireless	2 3 4 5 6 7 8 9 10 11 12 13	cash at that location? A I would need to call the site to ask that question individually. Q If the store has no Internet, are they able to make credit card sales? A Not usually. The PIN pad that they use to swipe credit cards is connected to our router. It will not work if there is no Internet. (Exhibit No. 4 marked for identification.) Q (By Mr. Mulligan) I'm handing you what's been marked as Exhibit 4. It's a two-page document marked WIN 002139 through WIN 002140. Do you have both those pages?
2 3 4 5 6 7 8 9 10 11 12 13	down? A The help desk located in Pennsylvania for GNC has an account with approximately 50 wireless LTE routers that they can overnight to stores who need alternate Internet. In the case where we suspect they may be down for more than 24 hours, GNC makes a decision whether to send a backup router to that site or not. That's one situation where they may receive a backup Internet. Q Is that GNC's decision and not Windstream's as to whether backup wireless is provided? A Correct. Q Do you know whether or not the GNC location at issue in this April 26th, 2019 ticket had a backup wireless router?	2 3 4 5 6 7 8 9 10 11 12 13 14	cash at that location? A I would need to call the site to ask that question individually. Q If the store has no Internet, are they able to make credit card sales? A Not usually. The PIN pad that they use to swipe credit cards is connected to our router. It will not work if there is no Internet. (Exhibit No. 4 marked for identification.) Q (By Mr. Mulligan) I'm handing you what's been marked as Exhibit 4. It's a two-page document marked WIN 002139 through WIN 002140. Do you have both those pages? A I do.
2 3 4 5 6 7 8 9 10 11 12 13 14	down? A The help desk located in Pennsylvania for GNC has an account with approximately 50 wireless LTE routers that they can overnight to stores who need alternate Internet. In the case where we suspect they may be down for more than 24 hours, GNC makes a decision whether to send a backup router to that site or not. That's one situation where they may receive a backup Internet. Q Is that GNC's decision and not Windstream's as to whether backup wireless is provided? A Correct. Q Do you know whether or not the GNC location at issue in this April 26th, 2019 ticket had a backup wireless router? A I would need to read the notes to see if there's any	2 3 4 5 6 7 8 9 10 11 12 13 14	cash at that location? A I would need to call the site to ask that question individually. Q If the store has no Internet, are they able to make credit card sales? A Not usually. The PIN pad that they use to swipe credit cards is connected to our router. It will not work if there is no Internet. (Exhibit No. 4 marked for identification.) Q (By Mr. Mulligan) I'm handing you what's been marked as Exhibit 4. It's a two-page document marked WIN 002139 through WIN 002140. Do you have both those pages? A I do. Q Feel free to read the email chain in its entirety. We'll
2 3 4 5 6 7 8 9 10 11 12 13 14 15	down? A The help desk located in Pennsylvania for GNC has an account with approximately 50 wireless LTE routers that they can overnight to stores who need alternate Internet. In the case where we suspect they may be down for more than 24 hours, GNC makes a decision whether to send a backup router to that site or not. That's one situation where they may receive a backup Internet. Q Is that GNC's decision and not Windstream's as to whether backup wireless is provided? A Correct. Q Do you know whether or not the GNC location at issue in this April 26th, 2019 ticket had a backup wireless router? A I would need to read the notes to see if there's any mention of it. One moment. (Witness peruses document.)	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	cash at that location? A I would need to call the site to ask that question individually. Q If the store has no Internet, are they able to make credit card sales? A Not usually. The PIN pad that they use to swipe credit cards is connected to our router. It will not work if there is no Internet. (Exhibit No. 4 marked for identification.) Q (By Mr. Mulligan) I'm handing you what's been marked as Exhibit 4. It's a two-page document marked WIN 002139 through WIN 002140. Do you have both those pages? A I do. Q Feel free to read the email chain in its entirety. We'll start with the one from you on April 26th, 2019 at
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	down? A The help desk located in Pennsylvania for GNC has an account with approximately 50 wireless LTE routers that they can overnight to stores who need alternate Internet. In the case where we suspect they may be down for more than 24 hours, GNC makes a decision whether to send a backup router to that site or not. That's one situation where they may receive a backup Internet. Q Is that GNC's decision and not Windstream's as to whether backup wireless is provided? A Correct. Q Do you know whether or not the GNC location at issue in this April 26th, 2019 ticket had a backup wireless router? A I would need to read the notes to see if there's any mention of it. One moment. (Witness peruses document.) Because the site went down and came back up the same day,	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	cash at that location? A I would need to call the site to ask that question individually. Q If the store has no Internet, are they able to make credit card sales? A Not usually. The PIN pad that they use to swipe credit cards is connected to our router. It will not work if there is no Internet. (Exhibit No. 4 marked for identification.) Q (By Mr. Mulligan) I'm handing you what's been marked as Exhibit 4. It's a two-page document marked WIN 002139 through WIN 002140. Do you have both those pages? A I do. Q Feel free to read the email chain in its entirety. We'll start with the one from you on April 26th, 2019 at 3:15 p.m.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	down? A The help desk located in Pennsylvania for GNC has an account with approximately 50 wireless LTE routers that they can overnight to stores who need alternate Internet. In the case where we suspect they may be down for more than 24 hours, GNC makes a decision whether to send a backup router to that site or not. That's one situation where they may receive a backup Internet. Q Is that GNC's decision and not Windstream's as to whether backup wireless is provided? A Correct. Q Do you know whether or not the GNC location at issue in this April 26th, 2019 ticket had a backup wireless router? A I would need to read the notes to see if there's any mention of it. One moment. (Witness peruses document.) Because the site went down and came back up the same day, I do not see any notes for sending a backup LTE router.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	cash at that location? A I would need to call the site to ask that question individually. Q If the store has no Internet, are they able to make credit card sales? A Not usually. The PIN pad that they use to swipe credit cards is connected to our router. It will not work if there is no Internet. (Exhibit No. 4 marked for identification.) Q (By Mr. Mulligan) I'm handing you what's been marked as Exhibit 4. It's a two-page document marked WIN 002139 through WIN 002140. Do you have both those pages? A I do. Q Feel free to read the email chain in its entirety. We'll start with the one from you on April 26th, 2019 at 3:15 p.m. A 3:35 p.m.?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	down? A The help desk located in Pennsylvania for GNC has an account with approximately 50 wireless LTE routers that they can overnight to stores who need alternate Internet. In the case where we suspect they may be down for more than 24 hours, GNC makes a decision whether to send a backup router to that site or not. That's one situation where they may receive a backup Internet. Q Is that GNC's decision and not Windstream's as to whether backup wireless is provided? A Correct. Q Do you know whether or not the GNC location at issue in this April 26th, 2019 ticket had a backup wireless router? A I would need to read the notes to see if there's any mention of it. One moment. (Witness peruses document.) Because the site went down and came back up the same day, I do not see any notes for sending a backup LTE router. Q Would the notes always indicate whether or not the store	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	cash at that location? A I would need to call the site to ask that question individually. Q If the store has no Internet, are they able to make credit card sales? A Not usually. The PIN pad that they use to swipe credit cards is connected to our router. It will not work if there is no Internet. (Exhibit No. 4 marked for identification.) Q (By Mr. Mulligan) I'm handing you what's been marked as Exhibit 4. It's a two-page document marked WIN 002139 through WIN 002140. Do you have both those pages? A I do. Q Feel free to read the email chain in its entirety. We'll start with the one from you on April 26th, 2019 at 3:15 p.m. A 3:35 p.m.? Q On the second page?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	down? A The help desk located in Pennsylvania for GNC has an account with approximately 50 wireless LTE routers that they can overnight to stores who need alternate Internet. In the case where we suspect they may be down for more than 24 hours, GNC makes a decision whether to send a backup router to that site or not. That's one situation where they may receive a backup Internet. Q Is that GNC's decision and not Windstream's as to whether backup wireless is provided? A Correct. Q Do you know whether or not the GNC location at issue in this April 26th, 2019 ticket had a backup wireless router? A I would need to read the notes to see if there's any mention of it. One moment. (Witness peruses document.) Because the site went down and came back up the same day, I do not see any notes for sending a backup LTE router.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	cash at that location? A I would need to call the site to ask that question individually. Q If the store has no Internet, are they able to make credit card sales? A Not usually. The PIN pad that they use to swipe credit cards is connected to our router. It will not work if there is no Internet. (Exhibit No. 4 marked for identification.) Q (By Mr. Mulligan) I'm handing you what's been marked as Exhibit 4. It's a two-page document marked WIN 002139 through WIN 002140. Do you have both those pages? A I do. Q Feel free to read the email chain in its entirety. We'll start with the one from you on April 26th, 2019 at 3:15 p.m. A 3:35 p.m.?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	down? A The help desk located in Pennsylvania for GNC has an account with approximately 50 wireless LTE routers that they can overnight to stores who need alternate Internet. In the case where we suspect they may be down for more than 24 hours, GNC makes a decision whether to send a backup router to that site or not. That's one situation where they may receive a backup Internet. Q Is that GNC's decision and not Windstream's as to whether backup wireless is provided? A Correct. Q Do you know whether or not the GNC location at issue in this April 26th, 2019 ticket had a backup wireless router? A I would need to read the notes to see if there's any mention of it. One moment. (Witness peruses document.) Because the site went down and came back up the same day, I do not see any notes for sending a backup LTE router. Q Would the notes always indicate whether or not the store had a backup wireless router? A No. That would be discovered in coming through my	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	cash at that location? A I would need to call the site to ask that question individually. Q If the store has no Internet, are they able to make credit card sales? A Not usually. The PIN pad that they use to swipe credit cards is connected to our router. It will not work if there is no Internet. (Exhibit No. 4 marked for identification.) Q (By Mr. Mulligan) I'm handing you what's been marked as Exhibit 4. It's a two-page document marked WIN 002139 through WIN 002140. Do you have both those pages? A I do. Q Feel free to read the email chain in its entirety. We'll start with the one from you on April 26th, 2019 at 3:15 p.m. A 3:35 p.m.? Q On the second page? A Oh, the second page. MR. LARSEN: Right here.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	down? A The help desk located in Pennsylvania for GNC has an account with approximately 50 wireless LTE routers that they can overnight to stores who need alternate Internet. In the case where we suspect they may be down for more than 24 hours, GNC makes a decision whether to send a backup router to that site or not. That's one situation where they may receive a backup Internet. Q Is that GNC's decision and not Windstream's as to whether backup wireless is provided? A Correct. Q Do you know whether or not the GNC location at issue in this April 26th, 2019 ticket had a backup wireless router? A I would need to read the notes to see if there's any mention of it. One moment. (Witness peruses document.) Because the site went down and came back up the same day, I do not see any notes for sending a backup LTE router. Q Would the notes always indicate whether or not the store had a backup wireless router?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	cash at that location? A I would need to call the site to ask that question individually. Q If the store has no Internet, are they able to make credit card sales? A Not usually. The PIN pad that they use to swipe credit cards is connected to our router. It will not work if there is no Internet. (Exhibit No. 4 marked for identification.) Q (By Mr. Mulligan) I'm handing you what's been marked as Exhibit 4. It's a two-page document marked WIN 002139 through WIN 002140. Do you have both those pages? A I do. Q Feel free to read the email chain in its entirety. We'll start with the one from you on April 26th, 2019 at 3:15 p.m. A 3:35 p.m.? Q On the second page? A Oh, the second page.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	down? A The help desk located in Pennsylvania for GNC has an account with approximately 50 wireless LTE routers that they can overnight to stores who need alternate Internet. In the case where we suspect they may be down for more than 24 hours, GNC makes a decision whether to send a backup router to that site or not. That's one situation where they may receive a backup Internet. Q Is that GNC's decision and not Windstream's as to whether backup wireless is provided? A Correct. Q Do you know whether or not the GNC location at issue in this April 26th, 2019 ticket had a backup wireless router? A I would need to read the notes to see if there's any mention of it. One moment. (Witness peruses document.) Because the site went down and came back up the same day, I do not see any notes for sending a backup LTE router. Q Would the notes always indicate whether or not the store had a backup wireless router? A No. That would be discovered in — coming through my email inbox, coming through the WAVE account. WAVE is another application whereby we show all the devices that	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	cash at that location? A I would need to call the site to ask that question individually. Q If the store has no Internet, are they able to make credit card sales? A Not usually. The PIN pad that they use to swipe credit cards is connected to our router. It will not work if there is no Internet. (Exhibit No. 4 marked for identification.) Q (By Mr. Mulligan) I'm handing you what's been marked as Exhibit 4. It's a two-page document marked WIN 002139 through WIN 002140. Do you have both those pages? A I do. Q Feel free to read the email chain in its entirety. We'll start with the one from you on April 26th, 2019 at 3:15 p.m. A 3:35 p.m.? Q On the second page? A Oh, the second page. MR. LARSEN: Right here. THE WITNESS: Oh, I see. (Peruses document.)
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	down? A The help desk located in Pennsylvania for GNC has an account with approximately 50 wireless LTE routers that they can overnight to stores who need alternate Internet. In the case where we suspect they may be down for more than 24 hours, GNC makes a decision whether to send a backup router to that site or not. That's one situation where they may receive a backup Internet. Q Is that GNC's decision and not Windstream's as to whether backup wireless is provided? A Correct. Q Do you know whether or not the GNC location at issue in this April 26th, 2019 ticket had a backup wireless router? A I would need to read the notes to see if there's any mention of it. One moment. (Witness peruses document.) Because the site went down and came back up the same day, I do not see any notes for sending a backup LTE router. Q Would the notes always indicate whether or not the store had a backup wireless router? A No. That would be discovered in coming through my email inbox, coming through the WAVE account. WAVE is	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	cash at that location? A I would need to call the site to ask that question individually. Q If the store has no Internet, are they able to make credit card sales? A Not usually. The PIN pad that they use to swipe credit cards is connected to our router. It will not work if there is no Internet. (Exhibit No. 4 marked for identification.) Q (By Mr. Mulligan) I'm handing you what's been marked as Exhibit 4. It's a two-page document marked WIN 002139 through WIN 002140. Do you have both those pages? A I do. Q Feel free to read the email chain in its entirety. We'll start with the one from you on April 26th, 2019 at 3:15 p.m. A 3:35 p.m.? Q On the second page? A Oh, the second page? MR. LARSEN: Right here. THE WITNESS: Oh, I see. (Peruses

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	Page 66		Page 67
1	able to pull up the account by address. The conversation	1	Q Before our break, do you recall us reading an email where
2	noted on April 26th at 3:36 p.m. on WIN 2432 seems to	2	you had experienced an issue with AT&T and a
3	correspond with Exhibit 4, the email from Brian Dukes on	3	disconnection that they may have had?
4	April 26th at 3:35 p.m., which was one minute earlier.	4	A I do.
5	Q But does that provide any indication that GNC spoke	5	Q Do you recall what the reason was for the disconnection
6	directly to Charter about this disconnection?	6	with AT&T services?
7	A Yes. He says, I called Spectrum at 888-812-2591 and	7	A I do not recall. I would need to look at my notes on the
8	spoke to Warlcar.	8	case.
9	Q And that would be Brian Dukes, right?	9	Q So you do not recall whether or not it was a technical
10	A Brian Dukes.	10	issue or a billing issue related to AT&T services?
11	Q And he works for Windstream, correct?	11	A (Witness peruses document.) I believe the conversation
12	A He does.	12	may have mentioned billing or nonpay.
13	Q And so my question was: Does this have any indication	13	Q So that would be similar to the issue you were
14	that a GNC employee spoke to	14	experiencing with Charter's disconnection?
15	A Oh, I'm sorry. No.	15	A Same wording was used, yes. That is why I included it in
16	Q Are you aware of any communications Charter had with a	16	the email.
17	GNC employee related to this disconnection?	17	Q Okay. Do you have any knowledge as to whether AT&T was
18	A I am not.	18	disconnecting services to create an uncertainty in the
19	MR. MULLIGAN: Let's take a 5 or	19	minds of consumers as to whether or not Windstream's
20	10-minute break.	20	services were in jeopardy?
21	(Recess from 10:45 a.m. to	21	A I can't speculate as to AT&T's intention.
22	10:54 a.m.)	22	Q And you'd mentioned I think you pronounce it Jira
23		23	tickets; is that right?
24	EXAMINATION (Continuing)	24	A Jira.
25	BY MR. MULLIGAN:	25	Q J-i-r-a?
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1	A Correct.	1	Q Do you know is there a person in the billing
2	Q And those are tickets that are directed to the billing	2	department that you would contact or know to contact if
3	department from the more technical side of things; is	3	you were having an issue related to billing?
4	that correct?	4	A There is a Windstream phone list where I could find a
5	A Jira tickets are multi-phased type of it's a different	5	phone number, but I have never reached out to billing.
6	computer system. You can choose different reasons for	6	Q After your experience with the disconnection in
7	the ticket, such as billing, IT. Any other internal	7	April 2019, are you aware of any email or memo or notice
8	Windstream problems are handled by an internal Windstream	8	being circulated throughout Windstream as to, if this
9	department.	9	issue arises, please direct it to billing instead of
10	Q So as opposed to the Netcool	10	technical?
11	A Remedy.	11	A Can you clarify the question.
12	Q kind of ticket system that is kind of between you and	12	Q Yeah. So was it fairly unusual to hear about the
13	the customer, is Jira more geared to within Windstream	13	April disconnection that it needs to go through
14	and communicating between different departments?	14	billing instead of just being handled throughout the
15	A Correct.	15	technical department?
16	Q And one of those could be billing?	16	A It was extremely unusual to be told there's a billing
17	A Correct.	17	issue in the technical department.
18	Q So if your department came across an issue that was more	18	Q And after being told that and it being an unusual case,
19	appropriate for the billing department, you would issue	19	are you aware of Windstream taking any efforts to notify
20	the ticket instead of reaching out directly to a billing	20	others at Windstream that if this issue arises again, it
21	person; is that correct?	21	should be directed to billing instead of the technical
22	A Commonly. There are times where you may email someone to	22	department?
22		1 22	A No.
23	find out if it is a billing issue. You need to get the	23	71 110.
	find out if it is a billing issue. You need to get the correct information to be able to choose the Jira	24	Q Does Windstream ever issue, you know, departmentwide
23			

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	Page 78		Page 79
	1 A No.	1	A I see that.
	2 Q Did she provide any information indicating that the	2	Q Do you have an understanding as to what she meant by that
	3 nonpayer code was being placed in there on purpose by	3	statement?
	4 anyone at Charter?	4	A It is perplexing due to the fact that I was talking to
	5 A She did not indicate any intentions.	5	her on May 8th that it would take that long to restore
	6 Q Do you have any knowledge or information supporting the	6	service with credit.
	7 belief that she or anyone at Charter was putting in the	7	Q Do you have any personal knowledge as to what goes into
	8 nonpayer code on purpose to interfere with Windstream's	8	Charter's system to credit an account for nonpayment?
	9 customer services?	9	A I do not.
	10 A I can't speculate as to intention or belief.	10	Q Do you have any personal knowledge as to whether or not
	Q And then she indicates she coded an extended credit code	11	it's normal that it would take five to seven days to
	to give the escalation team time to credit the account	12	credit an account for nonpayment?
	13 five to seven days. Do you see that?	13	A Because I am not trained in Spectrum billing processes, I
	14 A I do.	14	cannot speculate as to what is normal and what is not.
	Q Was this an effort she was taking to help ensure that	15	Q So you have no knowledge or information to dispute that
	these services were not disconnected by this nonpayer	16	five to seven days was just the normal process at
	17 code again?	17	Charter?
	18 MR. LARSEN: Objection. There's no	18	MR. LARSEN: Objection. There's no
	19 foundation. Calls for speculation.	19	foundation that that's the normal process.
	20 THE WITNESS: I don't know why she was	20	THE WITNESS: It's not my job to know
	21 doing whatever she was doing on her end. I could only	21	what's normal and what processes are supposed to be
	22 notate what she was telling me.	22	taken.
	 Q (By Mr. Mulligan) Do you see the following sentence that 	23	Q (By Mr. Mulligan) But you have no knowledge or
	24 says, By 14th is when the credit should go through, and	24	information that Charter was purposely delaying the
	extension covers the days up to the 17th?	25	entrance of the credit onto the account at issue here?
	Page 80		Page 81
1	A I cannot speculate as to purposeful or not purposeful.	1	confidence in her measures and not just a attempt to make
2	Q Then she indicates, She recommends calling again on the	2	sure that this does not happen again?
3	16th to ensure the credits have posted by then. Do you	3	A I do not know what her intentions were.
4	see that?	4	Q Do you know all the reasons as to why a credit may or may
5	A I do.	5	not take effect for a Charter account?
6	Q Do you know why she was encouraging you to contact again	6	A I cannot know all the reasons why Charter does what they
7	to make sure that the credits went through?	7	do. I have no knowledge of Charter's systems.
8	A That indicates a lack of confidence in her measures	8	Q But as far as what was communicated to you, she was
9	taken.	9	encouraging you to reach out again on the 16th so that if
10	Q What makes you say that?	10	they needed Charter needed to take any further action
11	A If a credit does not credit an account, then you would	11	to help ensure that it wasn't disconnected again, they
12	need to call back.	12	could before the extension expired.
13	Q But she had indicated that the extension she had entered	13	MR. LARSEN: Objection. I think it's
14	was good until the 17th, correct?	14	been asked and answered several times.
15	A She did.	15	THE WITNESS: That sounded like a
16	Q And then she was saying to call again on the 16th just to	16	statement. Was that a question?
17	make sure; is that correct?	17	Q (By Mr. Mulligan) I'll ask a different question. Do you
18	A I see that, yes.	18	have any evidence or knowledge that Willette at Charter
19	Q Was that an effort by her to help follow up and make sure	19	was refusing to take any other any steps necessary to
20	that if the credit hadn't gone through yet, then maybe	20	help correct this issue?
21	another extension could be placed on the account?	21	A Do I have any indication that Willette was taking steps
22	A Asking a national account rep to call back to make sure	22	to correct the issue? Only what is noted in this
23	that what she did took indicates a lack of confidence in	23	paragraph.
24	her measures.	24	Q I think my question may have been a little different in
25	Q Do you know whether or not it was because of a lack of	25	effect. Do you have any knowledge or information to
	2 = 2 / 24 miles		20 year mile any mile medge of information to

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	Page 110	Page 111
1	conversations between billing and Spectrum.	1 Q the ticket we were looking at between May 2nd, 2019 to
2	Q (By Mr. Mulligan) If you look to Page 2448.	when it was back up on May 7th, 2019. Do you know
3	A (Witness complies.) Yes.	3 whether or not any of that location's business operations
4	Q Do you see the entry on May 7th, 2019 at 8:23 a.m. by	4 were interrupted as a result of the Internet going down?
5	Netcool?	5 A I know their business operations were heavily impacted.
6	A May 7th, 8:23 a.m., Netcool. Yes.	6 I also recall conversations in email with GNC, and they
7	Q Is this entry indicating that the GNC's services are back	7 indicated that.
8	up and functioning?	8 Q What services were being interrupted?
9	A That is part of the alarm system that is flagging that	9 A When Internet goes down, they are unable to function on
10	the circuit restored.	10 the register. They're unable to function on their PIN
11	Q Does that indicate that this is the earliest it was	pad for credit card transactions. They are unable to
12	restored, or could it have been restored earlier and	12 function on their tablet to work with the access point we
13	Netcool is just alerting it now?	provide. They have no communications via Internet at all
14	A Netcool pings every five minutes.	in the store until they are able to get a backup system
15	Q So this is a pretty fair indication as to when that	15 running.
16	system had been restored?	16 Q Do you know whether or not this GNC location had a backup
17	A Correct.	17 system available?
18	Q Do you see the well, for that May 2nd to May 7th	18 A It does say, on WIN 2448, Store has two temp LTE routers
19	disconnection, do you know whether any of GNC's services	on site, advised store they can return those, because the
20	or business was interrupted as a result of the Internet	20 Netcool system indicated the circuit was restored.
21	being down?	21 Q Do you know when that store received the two temp LTE
22	A I'm not privy to all the disconnections on all the	22 routers?
23	accounts. I'm not sure what you're asking me.	23 A I do not.
24 25	Q Well, this specific store related to	 Q Do you know whether or not that store had them on site when they first experienced issues on May 2nd, 2019?
23	A Okay.	25 when they first experienced issues on May 2nd, 2019?
	Page 112	Page 113
	Page 112 1 A Let me look at the notes one moment. (Witness peruses	Page 113 1 O Are you aware that the Internet service at that GNC
	1 A Let me look at the notes one moment. (Witness peruses	1 Q Are you aware that the Internet service at that GNC
	A Let me look at the notes one moment. (Witness peruses document.) I would need to see a list of the emails from	1 Q Are you aware that the Internet service at that GNC 2 location experienced another disconnection again on May
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	Page 114		Page 115
	1 make all credit card sales that it may need to?	1	information, when this GNC location returned its temp LTE
	2 A No.	2	routers?
	3 MR. LARSEN: Objection. Calls for	3	A Correct.
	4 speculation.	4	Q Do you see the entry on May 7th, 2019 by Jeff Trebesh,
	5 Q (By Mr. Mulligan) How not?	5	T-r-e-b-e-s-h?
	6 A Because Internet with cellular service is spotty and not	6	A On WIN 2449?
	7 reliable and not as reliable as landline Internet, such	7	Q Correct.
	8 as this circuit was.	8	A 9:36 a.m., yes.
	9 Q Are you aware of GNC ever notifying you regarding this	9	Q Do you know who Jeff Trebesh is?
	disconnection that it was unable to make sales while	10	A He's a GNC employee.
	using the temp LTE routers?	11	Q Do you understand what he's indicating when he says, User
	12 A I do have a document that mentions their LTE wireless	12	called in started Windstream, and then hook up Cisco 881?
	router went down during this ticket.	13	A Yes.
	Q Would the LTE router have gone down because of anything	14	Q What is that referring to?
	15 Charter did?	15	A "User" indicates the store called the GNC help desk.
	16 A No.	16	Jeff Trebesh answered. They mentioned that the
	17 Q Do you know when this GNC location returned the temp LTE	17	Windstream circuit that they had was reconnected. They
	18 routers?	18	hooked up a Cisco 881 which was the model of their
	19 A No.	19	Windstream equipment, the router and was working for
	20 Q Do you know whether or not they still had them when the	20	about five minutes and then went down again.
	Internet service went down again at 9:28 a.m. on May 7th,	21	So they indicated that even if the circuit Netcool
	22 2019?	22	at 9:28 indicated the circuit went down, at 9:36 Jeff
	A All I know is what is noted in this log. This log notes	23	said the store called to tell them the circuit went down
	that they had them. It doesn't note when they had them.	24	and he was attempting to get it back up by power cycling
	25 Q So you do not know, based on your knowledge or	25	the equipment, which didn't work. So he pasted the
	Page 116		Page 117
1	template below those notes for us to work on it further.	1	Page 117 A Oh, I do see that, yes. It is the same conversation.
1 2	template below those notes for us to work on it further. Q Do you see on the following page, WIN 2450, the entry by	2	A Oh, I do see that, yes. It is the same conversation. Q So my question is: Were you the one that had that
2	template below those notes for us to work on it further. Q Do you see on the following page, WIN 2450, the entry by Ryan Fahey on May 7th, 2019 at 10:08 a.m.?	2 3	A Oh, I do see that, yes. It is the same conversation.Q So my question is: Were you the one that had that conversation with Jen, or was it Ryan?
2 3 4	template below those notes for us to work on it further. Q Do you see on the following page, WIN 2450, the entry by Ryan Fahey on May 7th, 2019 at 10:08 a.m.? A Yes.	2 3 4	 A Oh, I do see that, yes. It is the same conversation. Q So my question is: Were you the one that had that conversation with Jen, or was it Ryan? A (Witness peruses document.) That was Ryan having that
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	257 Pg 19	ot 23	<u> </u>
	Page 118		Page 119
1	A Correct.	1	A Based on the Netcool alarms (Witness peruses
2	(Recess from 12:20 p.m. to	2	document.) It was down at 9:28 a.m. on the 7th and back
3	12:26 p.m.)	3	up at 11:47 a.m. on the 7th. 9, 10, 11 it was a
4		4	little over two hours when the circuit was up or down.
5	EXAMINATION (Continuing)	5	The store is unaware when the circuit goes up or
6	BY MR. MULLIGAN:	6	down if they're not paying attention to the light status
7	Q Turning back to Exhibit 7 on Page WIN 2451, we were	7	on their equipment, so we often will call them to have
8	looking at that entry by Ryan Fahey on May 7th at 10:08	8	them power cycle to restore their service.
9	a.m.	9	Q Okay. But at least as of 12:27 p.m. on May 7th after
10	A Yes.	10	Ryan had called the store, their Internet service had
11	Q And that's when he indicated he spoke with Jen at	11	been restored at that time?
12	Charter?	12	A Yep.
13	A Spectrum. Mm-hmm.	13	Q Are you personally aware of any sales that that GNC store
14	Q And then if we look to the following page, the entry by	14	was unable to make as a result of their Internet being
15	Ryan Fahey at 12:27 p.m. Do you see that entry?	15	down at that time?
16	A Not on the following page.	16	A I don't recall.
17	Q The middle of the page on 2452.	17	Q Has anyone ever relayed to you information to you as to
18	A (Witness peruses document.) Oh. Yes.	18	whether or not that GNC store lost any sales during
19	Q And that's at 12:27 p.m., and Ryan Fahey indicates,	19	that
20	Called store and had them power cycle the Cisco router,	20	A As I mentioned before, I believe I had emails from GNC
21	service restored?	21	complaining about loss of business.
22	A Yes.	22	Q Related to this specific disconnection, or could that
23	Q So based on these ticket notes, the GNC store services	23	have been about a different disconnection?
24	were only down for a little over two hours; is that	24	A Yes, this specific disconnection.
25	correct?	25	Q Do you know how much business they lost as a result of
	Page 120		Page 121
	1 it?	1	Q Do you see where you indicated, Called LEC to insist they
	2 A No.	2	stop disconnecting this line?
	3 Q Is GNC still a customer of Windstream's?	3	A Yes.
	4 A Yes.		
		4	Q Who did you contact?
	5 Q Have any of their stores cancelled their services with	5	Q Who did you contact?A As indicated by the private note below this public note,
	5 Q Have any of their stores cancelled their services with 6 Windstream as a result of the disconnections we've been	5	A As indicated by the private note below this public note, I I contacted Jen again and spoke with Willette and
	,, ,	5	A As indicated by the private note below this public note,
	6 Windstream as a result of the disconnections we've been	5 6 7 8	A As indicated by the private note below this public note, I I contacted Jen again and spoke with Willette and I pasted the Jen conversation and spoke with Willette. That is two paragraphs on WIN 2455.
	 Windstream as a result of the disconnections we've been speaking about today? A I do not know. Q On the next page, WIN 2453, do you see the entry on 	5 6 7 8 9	A As indicated by the private note below this public note, I I contacted Jen again and spoke with Willette and I pasted the Jen conversation and spoke with Willette. That is two paragraphs on WIN 2455. Q Do you know whether you used the same number that Ryan
	Windstream as a result of the disconnections we've been speaking about today? A I do not know.	5 6 7 8 9	A As indicated by the private note below this public note, I I contacted Jen again and spoke with Willette and I pasted the Jen conversation and spoke with Willette. That is two paragraphs on WIN 2455. Q Do you know whether you used the same number that Ryan previously used to call Jen to speak to Willette?
	Windstream as a result of the disconnections we've been speaking about today? A I do not know. Q On the next page, WIN 2453, do you see the entry on May 8th, 2019 by Jonathan Fischer? A Yes.	5 6 7 8 9 10	 A As indicated by the private note below this public note, I I contacted Jen again and spoke with Willette and I pasted the Jen conversation and spoke with Willette. That is two paragraphs on WIN 2455. Q Do you know whether you used the same number that Ryan previously used to call Jen to speak to Willette? A I believe I did. That is why I pasted that note.
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	Windstream as a result of the disconnections we've been speaking about today? A I do not know. Q On the next page, WIN 2453, do you see the entry on May 8th, 2019 by Jonathan Fischer? A Yes. Q Who is Jonathan Fischer? A A GNC employee. Q And he indicates, Spoke with Cindy at the store, store is back down, we powercycled the router and modem, please review and store is still down. Do you see that? A I do. Q Is he indicating that the store's Internet had been disconnected or is down again? A Yes. After the word Worklog: WS, and he's addressing Windstream to let us know.	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A As indicated by the private note below this public note, I I contacted Jen again and spoke with Willette and I pasted the Jen conversation and spoke with Willette. That is two paragraphs on WIN 2455. Q Do you know whether you used the same number that Ryan previously used to call Jen to speak to Willette? A I believe I did. That is why I pasted that note. Q Was Willette able to restore GNC's Internet service? A Apparently not. Q Where do you indicate that she was unable to? A I do not see a Netcool indicating that it restored at the same time as the conversation. Q Do you see your entry at 4:55 p.m. on May 8th, 2019 on Page WIN 2456? A Yes. Q Where you indicate, Spoke with Nick at 210-928-8209, he rebooted router and circuit restored? A I see that.

		of 23	
1	Page 122		Page 123
	1 the reason why the circuit restored.	1 MR. LARSEN: Let me also	jump in.
	2 Q Do you know whether or not Willette purposely delayed	2 Also, other than Windstream's outside co	ounsel. Unless
	3 taking any action to restore GNC's Internet services?	3 you meant both.	
	4 A I can't speculate as to her intention.	4 Q (By Mr. Mulligan) Any attorneys. Was	s there anyone else
	5 Q Do you have any evidence or information to support the	5 involved in drafting this declaration, other	er than
	6 belief that she intentionally delayed in restoring GNC's	6 yourself and any of Windstream's attorne	eys?
	7 services?	7 A There's no one else who drafted it, besid	les myself and
	8 A I don't have evidence as to intention.	8 the legal staff.	
	9 Q Do you have any information or evidence that any Charter	9 Q Were any other Windstream employees	, including but not
	employee at any time purposely took actions to delay	limited to Ryan Fahey, involved in assist	ing you in
	11 restoring services to Windstream's customers?	drafting this declaration?	
	12 A I can't speculate as to intention.	A No one assisted me in drafting it, other	than the legal
	13 (Exhibit No. 8 marked for	team and my immediate management.	
	14 identification.)	14 Q And who was the immediate management	ent that assisted?
	15 Q (By Mr. Mulligan) I just handed you what has been marked	15 A Joey Sheremeta.	
	as Exhibit 8. It is the declaration submitted by you in	Q What involvement did Joey Sheremeta	have in drafting this
	connection with this lawsuit. I'll let you review, but	17 declaration?	
	does this Exhibit 8 contain the full declaration that you	18 A Consultation.	
	submitted in this case?	19 Q On what?	
	20 A One moment. (Witness peruses document.) It appears so,	20 MR. LARSEN: Let me just of	caution you
	21 yes.	before you answer. If that consultation of	•
	22 Q Did you write this declaration?	during a call or a meeting where attorney	
	23 A I signed this declaration and helped to write it.	23 I'm going to invoke privilege and instruc	•
	Q Was anyone else involved in authoring this declaration,	24 answer. Likewise, if that conversation w	•
	other than Windstream's attorneys and yourself?	of an attorney telling Mr. Sheremeta or y	
	Page 124		Page 125
1	follow up with one another, I'm also going to invoke	1 A Yes.	
2			
	privilege. If neither of those situations occurred, then	2 Q What members other than Joey Shereme	ta did you talk to in
3	privilege. If neither of those situations occurred, then you can answer the question. Do you understand?	Q What members other than Joey Sheremeorder to prepare this declaration?	ta did you talk to in
3 4		Ç	ta did you talk to in
	you can answer the question. Do you understand?	3 order to prepare this declaration?	ta did you talk to in
4	you can answer the question. Do you understand? THE WITNESS: I cannot answer that	 order to prepare this declaration? A What members did I speak with? 	·
4 5	you can answer the question. Do you understand? THE WITNESS: I cannot answer that question.	order to prepare this declaration? A What members did I speak with? Q Mm-hmm.	remeta.
4 5 6	you can answer the question. Do you understand? THE WITNESS: I cannot answer that question. Q (By Mr. Mulligan) Did Joey Sheremeta provide you with	order to prepare this declaration? A What members did I speak with? Members of the legal team and Joey She	remeta.
4 5 6 7	you can answer the question. Do you understand? THE WITNESS: I cannot answer that question. Q (By Mr. Mulligan) Did Joey Sheremeta provide you with any specific information to include in this declaration?	order to prepare this declaration? A What members did I speak with? Members of the legal team and Joey She Were there any other Windstream emplo	remeta.
4 5 6 7 8	you can answer the question. Do you understand? THE WITNESS: I cannot answer that question. Q (By Mr. Mulligan) Did Joey Sheremeta provide you with any specific information to include in this declaration? MR. LARSEN: Same objection and same	order to prepare this declaration? A What members did I speak with? Members of the legal team and Joey She Were there any other Windstream emplor to in preparation for this declaration?	remeta. yees that you talked
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	Page 138	Page 139
1	the notes we looked at in Exhibit 7?	1 identification.)
2	A The view is different, because I put labeled whether	2 Q (By Mr. Mulligan) And just to take a step back to what
3	it was public or private horizontally rather than	3 you referred to as the postcards by Charter, have you
4	vertically, as it is posted in Exhibit 7. So it was	4 been informed that the statements made by Charter
5	easier to read that way. This is a lot more similar to	5 conveyed that there was some uncertainty related to
6	what we see when we open the Digital Remedy system.	6 Windstream's business?
7	Q Okay. So other than tweaking the format and adding the	7 A I do not know.
8	public and private label, would this Exhibit B contain	8 Q Do you know whether or not any of the actions Charter
9	any information that is not already included in	9 took related to the disconnections we've discussed today
10	Exhibit 7?	were taken for the purpose of creating an appearance of
11	A (Witness peruses document.) No.	11 uncertainty in Windstream's business?
12	Q Ms. Bandy, are you personally aware of any false or	12 A I cannot speculate as to intention.
13	misleading statements that Charter has allegedly made	Q Do you know whether or not any of the employees
14	regarding Windstream in its bankruptcy, outside of the	14 responsible for the last mile services provided to
15	disconnections we've discussed today?	Windstream and its customers were involved with any of
16	A I am aware of postcards that were mailed out, insinuating	the allegedly false or misleading statements that Charter
17	that Windstream was not a stable company.	is alleged to have made in this case?
18	Q Have you seen any of those postcards?	18 A I cannot answer that question.
19	A I have not.	19 Q Okay. So looking at Exhibit 9, this is the supplemental
20	Q So would it be fair to say that any information that you	20 initial disclosures of Plaintiff Windstream Holdings,
21	have regarding those false or misleading statements by	Inc., and affiliated debtors. Have you ever seen this
22	Charter would be based on information that's been	22 document before?
23	conveyed to you by someone else?	23 A No.
24	A This information was conveyed to me by the legal team.	Q If you turn to Page 4. Do you see your name listed in
25	(Exhibit No. 9 marked for	25 the second-to-last column on that page?
	Page 140	Page 141
1	A Yes.	1 Q Do you know what color scheme is used by Windstream in
2	Q And if you flip back a page, you'll see that the right	2 connection with the Kinetic services?
3	column is labeled Subjects?	3 A No.
4	A Yes.	4 Q Are you aware of any individuals that have been confused
5	Q And it lists in your section that the subjects of	5 or misled by any mailings that Charter has sent out
6	information that you may be may have discoverable	6 related to Windstream?
7	information on is the disconnection of Windstream	7 A No.
8	customer by Charter in May 2019. Do you see that?	8 Q Do you have any personal knowledge as to any damages
9	A Yes.	9 Windstream has suffered as a result of any actions taken
10	Q If you were called to testify in this matter at trial,	10 by Charter?
11	are you aware of any information beyond the disconnection	11 A Can you clarify the question.
12	of Windstream customer by Charter in May 2019 that you'll	12 Q Yeah. Are you aware of any customers that Windstream has
13	be asked to testify on?	13 lost as a result of Charter's alleged actions in this
14	MR. LARSEN: Objection. That's vague	14 lawsuit?
15	and ambiguous. And an incomplete hypothetical. I don't	15 A No.
16	know how she would possibly know that now.	16 Q Do you have any personal knowledge as to the expenses
17	THE WITNESS: I don't know how to	17 Windstream has incurred in order to correct any actions
18	answer that question.	18 taken by Charter in this case?
19	Q (By Mr. Mulligan) Do you have any personal knowledge	19 A I'm aware of you sitting here and the lawyers sitting
20	related to any allegations in this lawsuit, beyond the	20 here and me sitting here, and that incurs charges.
21	disconnections that we've discussed today related to	21 Q Beyond the fact that a lawsuit was filed, are you aware
22	Charter and Windstream's customers?	of any corrective steps, whether that be through
23	A No.	23 corrective mailers or the like, that Windstream has taken
24	Q Are you familiar with Windstream's Kinetic services?	to correct any actions taken by Charter?
25	A Vaguely.	25 A I'm not.
ĺ		

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	Page 142		Page 143
1	Q Are you personally aware of any profits that Charter has	1	questions.
2	received as a result of any of its alleged actions in	2	MR. LARSEN: I have no questions
3	this lawsuit?	3	either, but I do want to get on the record: The
4	A I'm not.	4	attorneys are going to designate the entire transcript as
5	Q Has anyone at Windstream informed GNC that these	5	attorney's eyes only, pursuant to the terms of the
6	disconnections were caused by Charter and not Windstream	6	protective order. My understanding is that the practice
7	itself?	7	in this case is, once we get it, we'll have seven days to
8	A I do not recall.	8	dedesignate the majority of that, but until then, that's
9	Q You don't recall one way or the other?	9	how we're going to designate it.
10	A No.	10	MR. MULLIGAN: That's fine.
11	Q Is it possible that another Windstream employee has	11	THE COURT REPORTER: Before we go off
12	communicated that to GNC?	12	the record, are we going to order today?
13	MR. LARSEN: Objection. Calls for	13	MR. MULLIGAN: Can I get a card from
14	speculation.	14	you. I'm not sure how the rest of the team has been
15	THE WITNESS: I could not tell you.	15	doing it.
16	Q (By Mr. Mulligan) This is your first deposition. If	16	MR. LARSEN: We'll need a copy of it,
17	there's a long pause here, it's probably because I'm	17	yes. You've got my card, right?
18	close to being done. So it's a good thing.	18	THE COURT REPORTER: Yes.
19	MR. MULLIGAN: All right. I don't	19	MR. RAPPOPORT: I'll get whatever
20	believe I have any further questions. I appreciate your	20	their order is.
21	time.	21	MR. MULLIGAN: I'll just put in an
22	THE WITNESS: Great. Thank you very	22	order for an electronic. No need for a hard copy right
23	much.	23	now.
24	MR. LARSEN: Hold up just a sec.	24	THE COURT REPORTER: So just to
25	MR. RAPPOPORT: I don't have any	25	confirm, you are ordering?
	Page 144		Page 145
1	Page 144	1	Page 145
1 2	MR. MULLIGAN: Yes. I appreciate it.	1 2	Page 145 AFFIDAVIT
2	MR. MULLIGAN: Yes. I appreciate it. (Signature reserved.)	1 2	
2	MR. MULLIGAN: Yes. I appreciate it. (Signature reserved.) (Deposition concluded at		A F F I D A V I T
2 3 4	MR. MULLIGAN: Yes. I appreciate it. (Signature reserved.)	2	A F F I D A V I T STATE OF WASHINGTON)
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2 3 4 5	MR. MULLIGAN: Yes. I appreciate it. (Signature reserved.) (Deposition concluded at	2 3 4 5	A F F I D A V I T STATE OF WASHINGTON)) ss. County of Pierce)
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1	STATE OF WASHINGTON) I, Tracey L. Tracy, RPR, CCR, CSR	
2) ss a certified court reporter County of Pierce) in the State of Washington, do	
3	hereby certify:	
4	That the foregoing deposition of SHONNE K. BANDY was	
5	taken before me and completed on September 19, 2019, and thereafter was transcribed under my direction; that the	
6	deposition is a full, true and complete transcript of the testimony of said witness, including all questions, answers,	
7	objections, motions and exceptions;	
8	That the witness, before examination, was by me duly sworn to testify the truth, the whole truth, and nothing but	
9	the truth, and that the witness reserved the right of signature;	
10	That I am not a relative, employee, attorney or counsel	
11	of any party to this action or relative or employee of any such attorney or counsel and that I am not financially	
12 13	interested in the said action or the outcome thereof; That I am herewith securely sealing the said deposition	
14	and promptly delivering the same to Justin P. Mulligan.	
15	IN WITNESS WHEREOF, I have hereunto set my signature on the 25th day of September, 2019.	
16 17	the 25th day of September, 2019.	
18		
19	Tracey L. Tracy, RPR, CCR, CSR	
20	Certified Court Reporter No. 3430 (Certification expires 04/19/20.)	
21 22		
23 24		
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	DRAFI	CUPI

Debtor
Defendants

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IN THE UNITED STATES BANKRUPTCY COURT	1	oOo
FOR THE SOUTHERN DISTRICT OF NEW YORK	2	APPEARANCES:
CHAPTER 11 CASE NO. 19-22312(RDD)	3	
/ In re:	4	REPRESENTING THE DEBTORS/PLAINTIFFS
mile.	5	KATTEN MUCHIN ROSENMAN, LLP
WINDSTREAM HOLDINGS, INC., et al.,	6	2900 K Street NW
Debtors,	7 8	North Tower - Suite 200 Washington, D.C. 20007-5118
	9	Washington, D.C. 20007-3116
WINDSTREAM HOLDINGS, INC., et al.,	10	BY: MICHAEL R. JUSTUS, ESQ.
Plaintiffs, vs.	11	, ,
CHARTER COMMUNICATIONS, INC., and	12	
CHARTER COMMUNICATIONS OPERATING, LLC,	13	
Defendants.	14	REPRESENTING THE DEFENDANTS:
/	15	THOMPSON COBURN, LLP
The videotoped 20(b)(6) deposition of EDEDEDICV	16	One US Bank Plaza
The videotaped 30(b)(6) deposition of FREDERICK GUNZEL in his capacity as designated corporate	17	St. Louis, Missouri 63101
representative for defendants, was taken at the law	18	
offices of Wiggin and Dana, LLP, Two Stamford Plaza,	19	BY: JOHN KINGSTON, ESQ.
Stamford, Connecticut, before Mercedes Marney-Sheldon, CT-LSR #530, a registered	20	
professional reporter in the state of Connecticut	21	BY: NINO PRZULJ, ESQ.
and a notary public for the State of Connecticut, on	22	
Thursday, September 19, 2019, at 5:00 p.m.	23	
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1 000 2 A P P E A R A N C E S: 3 4 REPRESENTING THE OFFICIAL COMMITTEE and UNSECURED CREDITORS: 5 MORRISON & FOERSTER, LLP 6 250 West 55th Street 7 New York, New York 10019-9601 8 9 BY: JOCELYN E. GREER, ESQ. 10 11 12 ALSO PRESENT: 13 SERENA PARKER 14 Charter Communications, Inc. ADAM VENURINI, Videographer	1 2 3 4 1 5 6 7 8 - 9 1 1 1 1 1 1 1 1 2 1 3 1 1 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	oOo
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1 000	1 F. Gunzel - 9/19/2019	
2 INDEX CONTINUED	2	
3EXHIBITS 4 MARKED FOR IDENTIFICATION PAGE	3 THE VIDEOGRAPHER: This is t	ape 1.
5 Exhibit 47 20	4 We are now on the record at 5:12 p.m.	,
6 E-mail labeled Charter 020839	5 Thursday September 19th, 2019. This	sis
7 Exhibit 48 45	6 the 30(b)(6) deposition of Frederick	
8 Multi-page document captioned "Notice of	7 Gunzel in the matter of Windstream	
Chapter 11 Bankruptcy Case."	8 Holdings and Charter. This deposition	n is
9	9 being held at the law offices of Wiggi	
Exhibit 49 58	and Dana, LLP, located at 2 Stamford	
10	Plaza, Stamford, Connecticut 06901.	
E-mail from Charter to Windstream seeking	12 The court reporter is Mercedes Ma	rnev
information about last-mile accounts	13 with US Legal. I'm the legal	- 5
12 Exhibit 50 60	14 videographer, Adam Venturini also wi	ith US
13 Multi-page document	15 Legal.	0.0
14 Exhibit 51 63 15 Correspondence from Mr. Ross to others	16 Would counsel please introduce	
15 Correspondence from Mr. Ross to others 16	17 themselves and state whom they repre	sent
17	18 MR. JUSTUS: Michael Justus of	sciit.
18	19 Katten, on behalf of Windstream and i	ito
19	20 affiliated debtors and debtors in	its
20		
21	Possession	~
22		JIIISOII
23		
24		
25	25 MR. KINGSTON: John Kingston	OII
Page 7	Page	8
1 F. Gunzel - 9/19/2019	1 F. Gunzel - 9/19/2019	
behalf of defendants. With me are Serena	2 planning.	
Parker and Nino Przulj.	3 Q. And what does enterprise planning	
4 THE VIDEOGRAPHER: Will the court	4 entail?	
5 reporter please swear in the witness.	5 A. The department or my job	
6 FREDERICK JOHN GUNZEL	6 specifically?	
7 called as a witness, having been first duly	7 Q. Either. I'm just trying to get a	
8 sworn by a Notary Public of the State of	8 general sense.	
The state of the s		
9 Connecticut, was examined and testified as	9 A. Sure, yeah. So, you know, enterprise	
connecticut, was examined and testified as follows:		
	10 is a business unit of Charter, or Spectrum	
10 follows: 11	10 is a business unit of Charter, or Spectrum 11 Enterprise. And the planning function really is	
10 follows: 11 12 DIRECT EXAMINATION	10 is a business unit of Charter, or Spectrum 11 Enterprise. And the planning function really is 12 the finance function. And there's a lot of	
10 follows: 11 12 DIRECT EXAMINATION 13	is a business unit of Charter, or Spectrum Enterprise. And the planning function really is the finance function. And there's a lot of things that go along with it. There's FP-	
10 follows: 11 12 DIRECT EXAMINATION 13 14 BY MR. JUSTUS:	is a business unit of Charter, or Spectrum Enterprise. And the planning function really is the finance function. And there's a lot of things that go along with it. There's FP- (indiscernible).	
10 follows: 11 12 DIRECT EXAMINATION 13 14 BY MR. JUSTUS: 15 Q. Okay. Thank you.	is a business unit of Charter, or Spectrum Enterprise. And the planning function really is the finance function. And there's a lot of things that go along with it. There's FP- (indiscernible). (Admonishment by the Court Reporter.)	s a
10 follows: 11 12 DIRECT EXAMINATION 13 14 BY MR. JUSTUS: 15 Q. Okay. Thank you. 16 Mr. Gunzel, can you please state your	is a business unit of Charter, or Spectrum Enterprise. And the planning function really is the finance function. And there's a lot of things that go along with it. There's FP- (indiscernible). (Admonishment by the Court Reporter.) THE COURT REPORTER: "And there's	s a
10 follows: 11 12 DIRECT EXAMINATION 13 14 BY MR. JUSTUS: 15 Q. Okay. Thank you. 16 Mr. Gunzel, can you please state your 17 full name for the record.	is a business unit of Charter, or Spectrum Enterprise. And the planning function really is the finance function. And there's a lot of things that go along with it. There's FP- (indiscernible). (Admonishment by the Court Reporter.) THE COURT REPORTER: "And there's lot of things that go along with"	s a
10 follows: 11 12 DIRECT EXAMINATION 13 14 BY MR. JUSTUS: 15 Q. Okay. Thank you. 16 Mr. Gunzel, can you please state your 17 full name for the record. 18 A. Frederick John Gunzel.	is a business unit of Charter, or Spectrum Enterprise. And the planning function really is the finance function. And there's a lot of things that go along with it. There's FP- (indiscernible). (Admonishment by the Court Reporter.) THE COURT REPORTER: "And there's lot of things that go along with" THE WITNESS: With that function.	s a
10 follows: 11 12 DIRECT EXAMINATION 13 14 BY MR. JUSTUS: 15 Q. Okay. Thank you. 16 Mr. Gunzel, can you please state your 17 full name for the record. 18 A. Frederick John Gunzel. 19 Q. Can you spell Gunzel, please.	is a business unit of Charter, or Spectrum Enterprise. And the planning function really is the finance function. And there's a lot of things that go along with it. There's FP- (indiscernible). (Admonishment by the Court Reporter.) THE COURT REPORTER: "And there's lot of things that go along with" THE WITNESS: With that function. So there's your classic financial	s a
10 follows: 11 12 DIRECT EXAMINATION 13 14 BY MR. JUSTUS: 15 Q. Okay. Thank you. 16 Mr. Gunzel, can you please state your 17 full name for the record. 18 A. Frederick John Gunzel. 19 Q. Can you spell Gunzel, please. 20 A. G-U-N-Z-E-L.	is a business unit of Charter, or Spectrum Enterprise. And the planning function really is the finance function. And there's a lot of things that go along with it. There's FP- (indiscernible). (Admonishment by the Court Reporter.) THE COURT REPORTER: "And there's lot of things that go along with" THE WITNESS: With that function. So there's your classic financial planning and analysis group. There's	s a
10 follows: 11 12 DIRECT EXAMINATION 13 14 BY MR. JUSTUS: 15 Q. Okay. Thank you. 16 Mr. Gunzel, can you please state your 17 full name for the record. 18 A. Frederick John Gunzel. 19 Q. Can you spell Gunzel, please. 20 A. G-U-N-Z-E-L. 21 Q. And are you currently an employee of	is a business unit of Charter, or Spectrum Enterprise. And the planning function really is the finance function. And there's a lot of things that go along with it. There's FP- (indiscernible). (Admonishment by the Court Reporter.) THE COURT REPORTER: "And there's lot of things that go along with" THE WITNESS: With that function. So there's your classic financial planning and analysis group. There's billing and collections. There is	s a
10 follows: 11 12 DIRECT EXAMINATION 13 14 BY MR. JUSTUS: 15 Q. Okay. Thank you. 16 Mr. Gunzel, can you please state your 17 full name for the record. 18 A. Frederick John Gunzel. 19 Q. Can you spell Gunzel, please. 20 A. G-U-N-Z-E-L. 21 Q. And are you currently an employee of 22 Charter?	is a business unit of Charter, or Spectrum Enterprise. And the planning function really is the finance function. And there's a lot of things that go along with it. There's FP- (indiscernible). (Admonishment by the Court Reporter.) THE COURT REPORTER: "And there's lot of things that go along with" THE WITNESS: With that function. So there's your classic financial planning and analysis group. There's billing and collections. There is marketing and planning. There's also deal	s a
10 follows: 11 12 DIRECT EXAMINATION 13 14 BY MR. JUSTUS: 15 Q. Okay. Thank you. 16 Mr. Gunzel, can you please state your 17 full name for the record. 18 A. Frederick John Gunzel. 19 Q. Can you spell Gunzel, please. 20 A. G-U-N-Z-E-L. 21 Q. And are you currently an employee of 22 Charter? 23 A. I am.	is a business unit of Charter, or Spectrum Enterprise. And the planning function really is the finance function. And there's a lot of things that go along with it. There's FP- (indiscernible). (Admonishment by the Court Reporter.) THE COURT REPORTER: "And there's lot of things that go along with" THE WITNESS: With that function. So there's your classic financial planning and analysis group. There's billing and collections. There is marketing and planning. There's also deal support.	s a
10 follows: 11 12 DIRECT EXAMINATION 13 14 BY MR. JUSTUS: 15 Q. Okay. Thank you. 16 Mr. Gunzel, can you please state your 17 full name for the record. 18 A. Frederick John Gunzel. 19 Q. Can you spell Gunzel, please. 20 A. G-U-N-Z-E-L. 21 Q. And are you currently an employee of 22 Charter?	is a business unit of Charter, or Spectrum Enterprise. And the planning function really is the finance function. And there's a lot of things that go along with it. There's FP- (indiscernible). (Admonishment by the Court Reporter.) THE COURT REPORTER: "And there's lot of things that go along with" THE WITNESS: With that function. So there's your classic financial planning and analysis group. There's billing and collections. There is marketing and planning. There's also deal	s a

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	Page 9		Page 10	
1 F. Gunzel - 9/1	9/2019	1	F. Gunzel - 9/19/2019	
2 that.		2 (office?	
3 BY MR. JUSTUS:		3	A. Yes.	
4 Q. And it's mostly	related to financial	4	Q. Okay. All right.	
5 matters? Is that what it	does?	5	MR. JUSTUS: And, John, I understand	
6 A. It is, yeah. You	know, Spectrum	6	that Mr. Gunzel is here on topics 11 and	
7 calls it planning, but it's	really at any	7	25, both of which relate to the Spectrum	
8 other company, it would	be the financing team.	8	business value-added seller agreement.	
9 Q. Okay. And how	w long have you been	9	Do I have that right?	
10 with Charter?		10	MR. KINGSTON: Yes, I think that's	
11 A. With Charter, tl	hree years. Charter	11	right.	
12 purchased Time Warner	Cable, as you're aware, so	12	MR. JUSTUS: Okay.	
13 I was		13 I	BY MR. JUSTUS:	
14 (Clarification rec	quested by the Court	14	Q. So, Mr. Gunzel, when I say the	
15 Reporter.)		15	Spectrum business value-added seller agreement	
16 THE WITNESS:	: With Charter three	16 t	hat involves Windstream, do you know what I'm	
17 years.		17 t	alking about?	
18 Charter purchase	ed Time Warner Cable.	18	A. I do.	
19 Three years ago, I w	vas with Time Warner.	19	Q. Okay. So the questions I want to ask	
20 So all in 10 years.		20 y	you are actually very straightforward. It's	
21 BY MR. JUSTUS:		21 r	really one topic. And the topic is, under that	
22 Q. Okay. And how	w long have you been in	22 8	agreement, from the time that Windstream filed	
23 your current role?		23 ł	pankruptcy filed for bankruptcy protection	
24 A. Three years.		24 ι	until now, there have been some disconnections of	
25 Q. Are you based i	in Charter's Stamford	25 s	service through some Windstream customers under	
	Page 11		Page 12	
1 F. Gunzel - 9	9/19/2019	1	F. Gunzel - 9/19/2019	
0 41-4				
2 that agreement, the va	lue-added agreement.	2	Q. How about July?	
	at I'm going to ask you	2	Q. How about July?A. Not that I'm aware of.	
3 So most of wh 4 is just how many of th	at I'm going to ask you lose disconnections have		A. Not that I'm aware of.Q. How about August?	
3 So most of wh 4 is just how many of th 5 occurred and when, an	at I'm going to ask you	3 4 5	A. Not that I'm aware of.	
3 So most of wh 4 is just how many of th 5 occurred and when, ar 6 straightforward factua	at I'm going to ask you cose disconnections have and things like that. Just	3 4 5 6	A. Not that I'm aware of.Q. How about August?A. Not that I'm aware of.Q. And September to date?	
3 So most of wh 4 is just how many of th 5 occurred and when, ar 6 straightforward factua 7 So let me start	at I'm going to ask you nose disconnections have and things like that. Just I matters.	3 4 5 6 7	A. Not that I'm aware of.Q. How about August?A. Not that I'm aware of.Q. And September to date?A. Not that I'm aware of.	
3 So most of wh 4 is just how many of th 5 occurred and when, ar 6 straightforward factua 7 So let me start 8 think I know, and you	at I'm going to ask you lose disconnections have ad things like that. Just I matters. and tell you what I can correct me if I'm	3 4 5 6 7 8	 A. Not that I'm aware of. Q. How about August? A. Not that I'm aware of. Q. And September to date? A. Not that I'm aware of. Q. And would you be aware if any had 	
3 So most of wh 4 is just how many of th 5 occurred and when, ar 6 straightforward factua 7 So let me start 8 think I know, and you 9 wrong. I think that's the	at I'm going to ask you nose disconnections have and things like that. Just I matters.	3 4 5 6 7 8	 A. Not that I'm aware of. Q. How about August? A. Not that I'm aware of. Q. And September to date? A. Not that I'm aware of. Q. And would you be aware if any had occurred? 	
3 So most of wh 4 is just how many of th 5 occurred and when, ar 6 straightforward factua 7 So let me start 8 think I know, and you 9 wrong. I think that's th	at I'm going to ask you lose disconnections have ad things like that. Just I matters. and tell you what I can correct me if I'm	3 4 5 6 7 8 9	 A. Not that I'm aware of. Q. How about August? A. Not that I'm aware of. Q. And September to date? A. Not that I'm aware of. Q. And would you be aware if any had occurred? A. Absolutely. 	
3 So most of wh 4 is just how many of th 5 occurred and when, ar 6 straightforward factua 7 So let me start 8 think I know, and you 9 wrong. I think that's th 10 way to do it. 11 A. Sure.	at I'm going to ask you nose disconnections have and things like that. Just all matters. and tell you what I can correct me if I'm the quickest and easiest	3 4 5 6 7 8 9	 A. Not that I'm aware of. Q. How about August? A. Not that I'm aware of. Q. And September to date? A. Not that I'm aware of. Q. And would you be aware if any had occurred? A. Absolutely. Q. So we can safely say none June, July, 	
3 So most of wh 4 is just how many of th 5 occurred and when, ar 6 straightforward factua 7 So let me start 8 think I know, and you 9 wrong. I think that's th 10 way to do it. 11 A. Sure. 12 Q. So I understar	at I'm going to ask you lose disconnections have ad things like that. Just I matters. and tell you what I can correct me if I'm the quickest and easiest	3 4 5 6 7 8 9 10 11	A. Not that I'm aware of. Q. How about August? A. Not that I'm aware of. Q. And September to date? A. Not that I'm aware of. Q. And would you be aware if any had occurred? A. Absolutely. Q. So we can safely say none June, July, August, September?	
3 So most of wh 4 is just how many of th 5 occurred and when, ar 6 straightforward factua 7 So let me start 8 think I know, and you 9 wrong. I think that's th 10 way to do it. 11 A. Sure. 12 Q. So I understar 13 March 15th there was	at I'm going to ask you lose disconnections have ad things like that. Just I matters. and tell you what I can correct me if I'm the quickest and easiest and that around a weekend, and there were	3 4 5 6 7 8 9 10 11 12	A. Not that I'm aware of. Q. How about August? A. Not that I'm aware of. Q. And September to date? A. Not that I'm aware of. Q. And would you be aware if any had occurred? A. Absolutely. Q. So we can safely say none June, July, August, September? A. Yes.	
3 So most of wh 4 is just how many of th 5 occurred and when, ar 6 straightforward factua 7 So let me start 8 think I know, and you 9 wrong. I think that's th 10 way to do it. 11 A. Sure. 12 Q. So I understar 13 March 15th there was 14 about 295 disconnection	at I'm going to ask you lose disconnections have ad things like that. Just I matters. and tell you what I can correct me if I'm the quickest and easiest and that around a weekend, and there were ons; is that right?	3 4 5 6 7 8 9 10 11 12 13 14	A. Not that I'm aware of. Q. How about August? A. Not that I'm aware of. Q. And September to date? A. Not that I'm aware of. Q. And would you be aware if any had occurred? A. Absolutely. Q. So we can safely say none June, July, August, September? A. Yes. Q. Okay.	
3 So most of wh 4 is just how many of th 5 occurred and when, ar 6 straightforward factua 7 So let me start 8 think I know, and you 9 wrong. I think that's th 10 way to do it. 11 A. Sure. 12 Q. So I understar 13 March 15th there was 14 about 295 disconnection 15 A. I have it at 28	at I'm going to ask you lose disconnections have ad things like that. Just I matters. and tell you what I can correct me if I'm the quickest and easiest and that around a weekend, and there were ons; is that right?	3 4 5 6 7 8 9 10 11 12 13 14	A. Not that I'm aware of. Q. How about August? A. Not that I'm aware of. Q. And September to date? A. Not that I'm aware of. Q. And would you be aware if any had occurred? A. Absolutely. Q. So we can safely say none June, July, August, September? A. Yes. Q. Okay. Okay. I'm just going to quickly show	
3 So most of wh 4 is just how many of th 5 occurred and when, ar 6 straightforward factua 7 So let me start 8 think I know, and you 9 wrong. I think that's th 10 way to do it. 11 A. Sure. 12 Q. So I understar 13 March 15th there was 14 about 295 disconnective 15 A. I have it at 28 16 Q. 289.	at I'm going to ask you lose disconnections have ad things like that. Just I matters. and tell you what I can correct me if I'm the quickest and easiest and that around a weekend, and there were ons; is that right?	3 4 5 6 7 8 9 10 11 12 13 14 15 16	A. Not that I'm aware of. Q. How about August? A. Not that I'm aware of. Q. And September to date? A. Not that I'm aware of. Q. And would you be aware if any had occurred? A. Absolutely. Q. So we can safely say none June, July, August, September? A. Yes. Q. Okay. Okay. I'm just going to quickly show you a couple documents relating to disconnects,	
3 So most of wh 4 is just how many of th 5 occurred and when, ar 6 straightforward factua 7 So let me start 8 think I know, and you 9 wrong. I think that's th 10 way to do it. 11 A. Sure. 12 Q. So I understar 13 March 15th there was 14 about 295 disconnective 15 A. I have it at 28 16 Q. 289. 17 A. But your time	at I'm going to ask you lose disconnections have ad things like that. Just I matters. and tell you what I can correct me if I'm the quickest and easiest and that around a weekend, and there were ons; is that right? 39.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A. Not that I'm aware of. Q. How about August? A. Not that I'm aware of. Q. And September to date? A. Not that I'm aware of. Q. And would you be aware if any had occurred? A. Absolutely. Q. So we can safely say none June, July, August, September? A. Yes. Q. Okay. Okay. I'm just going to quickly show you a couple documents relating to disconnects, and make sure that the ones I have here are	
3 So most of wh 4 is just how many of th 5 occurred and when, ar 6 straightforward factua 7 So let me start 8 think I know, and you 9 wrong. I think that's th 10 way to do it. 11 A. Sure. 12 Q. So I understar 13 March 15th there was 14 about 295 disconnection 15 A. I have it at 28 16 Q. 289. 17 A. But your time 18 Q. Okay. And th	at I'm going to ask you lose disconnections have ad things like that. Just I matters. and tell you what I can correct me if I'm the quickest and easiest and that around a weekend, and there were ons; is that right? 199. 199. 199. 199. 199. 199. 199.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A. Not that I'm aware of. Q. How about August? A. Not that I'm aware of. Q. And September to date? A. Not that I'm aware of. Q. And would you be aware if any had occurred? A. Absolutely. Q. So we can safely say none June, July, August, September? A. Yes. Q. Okay. Okay. I'm just going to quickly show you a couple documents relating to disconnects, and make sure that the ones I have here are reflected in the numbers you just gave me.	
3 So most of wh 4 is just how many of th 5 occurred and when, ar 6 straightforward factua 7 So let me start 8 think I know, and you 9 wrong. I think that's ti 10 way to do it. 11 A. Sure. 12 Q. So I understar 13 March 15th there was 14 about 295 disconnectivation 15 A. I have it at 28 16 Q. 289. 17 A. But your time 18 Q. Okay. And th 19 another disconnection	at I'm going to ask you lose disconnections have ad things like that. Just I matters. and tell you what I can correct me if I'm the quickest and easiest and that around a weekend, and there were ons; is that right? Beline is accurate. then thereafter, there was in April; is that right?	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A. Not that I'm aware of. Q. How about August? A. Not that I'm aware of. Q. And September to date? A. Not that I'm aware of. Q. And would you be aware if any had occurred? A. Absolutely. Q. So we can safely say none June, July, August, September? A. Yes. Q. Okay. Okay. I'm just going to quickly show you a couple documents relating to disconnects, and make sure that the ones I have here are reflected in the numbers you just gave me. MR. JUSTUS: Can we please mark this	
3 So most of wh 4 is just how many of th 5 occurred and when, ar 6 straightforward factua 7 So let me start 8 think I know, and you 9 wrong. I think that's th 10 way to do it. 11 A. Sure. 12 Q. So I understar 13 March 15th there was 14 about 295 disconnectivation 15 A. I have it at 28 16 Q. 289. 17 A. But your time 18 Q. Okay. And th 19 another disconnection 20 A. There were for	at I'm going to ask you lose disconnections have ad things like that. Just I matters. and tell you what I can correct me if I'm the quickest and easiest and that around a weekend, and there were ons; is that right? 199. 199. 199. 199. 199. 199. 199.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A. Not that I'm aware of. Q. How about August? A. Not that I'm aware of. Q. And September to date? A. Not that I'm aware of. Q. And would you be aware if any had occurred? A. Absolutely. Q. So we can safely say none June, July, August, September? A. Yes. Q. Okay. Okay. I'm just going to quickly show you a couple documents relating to disconnects, and make sure that the ones I have here are reflected in the numbers you just gave me. MR. JUSTUS: Can we please mark this as 44.	
3 So most of wh 4 is just how many of th 5 occurred and when, ar 6 straightforward factua 7 So let me start 8 think I know, and you 9 wrong. I think that's th 10 way to do it. 11 A. Sure. 12 Q. So I understar 13 March 15th there was 14 about 295 disconnectivation 15 A. I have it at 28 16 Q. 289. 17 A. But your time 18 Q. Okay. And th 19 another disconnection 20 A. There were for 21 Q. Okay.	at I'm going to ask you nose disconnections have and things like that. Just all matters. and tell you what I can correct me if I'm the quickest and easiest and that around a weekend, and there were ons; is that right? By . Contain the property of the	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. Not that I'm aware of. Q. How about August? A. Not that I'm aware of. Q. And September to date? A. Not that I'm aware of. Q. And would you be aware if any had occurred? A. Absolutely. Q. So we can safely say none June, July, August, September? A. Yes. Q. Okay. Okay. I'm just going to quickly show you a couple documents relating to disconnects, and make sure that the ones I have here are reflected in the numbers you just gave me. MR. JUSTUS: Can we please mark this as 44. (Plaintiffs' Exhibit Number 44 was	
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	Page 13		Page 14
1	F. Gunzel - 9/19/2019	1	F. Gunzel - 9/19/2019
2	Exhibit 44, and let me know when you're ready.	2	A. Then we go into why was this order
3	A. (Witness reviews document.)	3	our schedule the e-mails are so our
4	Okay.	4	scheduling, this is coming from Windstream had
5	Q. Does this	5	placed at least the way it appears to me,
6	MR. JUSTUS: And Exhibit 44, for the	6	Windstream had placed an order for a new connect.
7	record, is e-mails, Charter 020848 through	7	And this looks like initially it was rejected.
8	020852.	8	We said, no, we're canceling the order. It looks
9	BY MR. JUSTUS:	9	like it got resolved, but this has nothing to do
10	Q. Mr. Gunzel, do you recognize this	10	with the disconnect, and everything to do with a
11	e-mail string to relate to a disconnect of a	11	new connect.
12	Windstream customer under that value-added seller	12	Q. Why was it rejected? Does it say
13	agreement we talked about?	13	here?
14	A. I don't. This appears to be a	14	A. I don't know.
15	cancellation of a new connect, and not a	15	Q. Okay. So this would not have been
16	disconnect.	16	counted in the four disconnects in April and May
17	Q. Can you walk me through the	17	that you noted?
18	difference? I don't know	18	A. No. No. This would not have been
19	A. I'm just there's not a lot of	19	active at that time.
20	detail. Why was this order rejected is the	20	Q. Okay. I guess before we get to this
21	you know, the second page? Is there an issue?	21	next exhibit, let me ask first, the four
22	There's nothing you know what? I	22	disconnects in April and May, do you recall what
23	missed the back. Opportunity number and SRO.	23	geographic areas those occurred in?
24	I'm on, I guess, the back page.	24	A. I believe one was in Florida; one was
25	Q. So 20851	25	in Texas. The other two, off the top of my head,
	Page 15		Page 16
			i age io
	1 F. Gunzel - 9/19/2019	1	
		1 2	F. Gunzel - 9/19/2019 BY MR. JUSTUS:
	1 F. Gunzel - 9/19/2019		F. Gunzel - 9/19/2019 BY MR. JUSTUS:
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	Page 17		Page 18
1	F. Gunzel - 9/19/2019	1	F. Gunzel - 9/19/2019
2	Q. Okay.	2	A. (Witness reviews document.)
3	A. All three of these are in that group?	3	MR. JUSTUS: And Exhibit 46, for the
4	Q. So we have one Ohio, one New York,	4	record, is e-mails, Charter 45203 to
5	and one Florida?	5	45206.
6	A. Right.	6	THE WITNESS: (Witness reviews
7	Q. And so you had said definitely	7	document.)
8	Florida and Texas. So the other two are Ohio and	8	Okay.
9	New York?	9	BY MR. JUSTUS:
10	A. Okay.	10	Q. Okay. So Exhibit 46 are e-mails
11	Q. Well, I'm asking: Does that sound	11	dated between May 8th and well, they're all
12	right?	12	from May 8th; is that right?
13	A. It yes.	13	A. That appears to be correct.
14	Q. And the Texas disconnect is not	14	Q. Okay. Do you read this e-mail string
15	referenced in this letter?	15	as referencing a disconnect of a Windstream
16	A. It is not.	16	A. I do.
17	Q. Okay.	17	Q or more than one, perhaps?
18	MR. JUSTUS: Can you please mark this	18	A. It's just one.
19	as 46.	19	Q. Just one.
20	(Plaintiffs' Exhibit Number 46 was	20	A. There's a single account number being
21	marked for identification, as of this	21	referenced on the second page.
22	date.)	22	Q. Okay. So on 45204, on the bottom
23	BY MR. JUSTUS:	23	right corner, that page number?
24	Q. Just go ahead and take a look, and	24	A. Yeah.
25	let me know when you're ready.	25	Q. There's a single account number.
	, ,		Q. There's a single account number.
	Page 19		Page 20
1	F. Gunzel - 9/19/2019	1	F. Gunzel - 9/19/2019
	A. Uh-huh.	2	A. Let me clarify. I'm not aware of any
2			A. Let the claimy. This not aware of any
2	O And the subject line of these e-mails		
3	Q. And the subject line of these e-mails	3	other non-pay disconnects.
3 4	say, "Spectrum disconnect three times in error."	3 4	other non-pay disconnects. If a customer calls in and
3 4 5	say, "Spectrum disconnect three times in error." A. Uh-huh.	3 4 5	other non-pay disconnects. If a customer calls in and voluntarily disconnects, they call Windstream and
3 4 5 6	say, "Spectrum disconnect three times in error." A. Uh-huh. Q. Does that mean the same account was	3 4 5 6	other non-pay disconnects. If a customer calls in and voluntarily disconnects, they call Windstream and they say I'm disconnecting from you voluntarily,
3 4 5 6 7	say, "Spectrum disconnect three times in error." A. Uh-huh. Q. Does that mean the same account was disconnected three times?	3 4 5 6 7	other non-pay disconnects. If a customer calls in and voluntarily disconnects, they call Windstream and they say I'm disconnecting from you voluntarily, sure, that can happen.
3 4 5 6 7 8	say, "Spectrum disconnect three times in error." A. Uh-huh. Q. Does that mean the same account was disconnected three times? A. It does.	3 4 5 6 7 8	other non-pay disconnects. If a customer calls in and voluntarily disconnects, they call Windstream and they say I'm disconnecting from you voluntarily, sure, that can happen. Q. Is non-pay the only type of
3 4 5 6 7 8 9	say, "Spectrum disconnect three times in error." A. Uh-huh. Q. Does that mean the same account was disconnected three times? A. It does. Q. On the same day or does it not say?	3 4 5 6 7 8 9	other non-pay disconnects. If a customer calls in and voluntarily disconnects, they call Windstream and they say I'm disconnecting from you voluntarily, sure, that can happen. Q. Is non-pay the only type of involuntary disconnect?
3 4 5 6 7 8 9	say, "Spectrum disconnect three times in error." A. Uh-huh. Q. Does that mean the same account was disconnected three times? A. It does. Q. On the same day or does it not say? A. It doesn't say.	3 4 5 6 7 8 9	other non-pay disconnects. If a customer calls in and voluntarily disconnects, they call Windstream and they say I'm disconnecting from you voluntarily, sure, that can happen. Q. Is non-pay the only type of involuntary disconnect? A. Yes.
3 4 5 6 7 8 9 10	say, "Spectrum disconnect three times in error." A. Uh-huh. Q. Does that mean the same account was disconnected three times? A. It does. Q. On the same day or does it not say? A. It doesn't say. Q. Okay. So this was in May.	3 4 5 6 7 8 9 10	other non-pay disconnects. If a customer calls in and voluntarily disconnects, they call Windstream and they say I'm disconnecting from you voluntarily, sure, that can happen. Q. Is non-pay the only type of involuntary disconnect? A. Yes. Q. Okay. All right.
3 4 5 6 7 8 9 10 11	say, "Spectrum disconnect three times in error." A. Uh-huh. Q. Does that mean the same account was disconnected three times? A. It does. Q. On the same day or does it not say? A. It doesn't say. Q. Okay. So this was in May. So do you know which one of the four	3 4 5 6 7 8 9 10 11 12	other non-pay disconnects. If a customer calls in and voluntarily disconnects, they call Windstream and they say I'm disconnecting from you voluntarily, sure, that can happen. Q. Is non-pay the only type of involuntary disconnect? A. Yes. Q. Okay. All right. MR. JUSTUS: Please mark this as
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		Page 21		Page 22
	1	F. Gunzel - 9/19/2019	1	F. Gunzel - 9/19/2019
	2	from May 9th and an e-mail from May 16th, right?	2	THE WITNESS: Cable ops.
	3	A. Uh-huh.	3	So think of them as tactical for
	4	Q. The May 9th e-mail is from Tasha	4	collections.
	5	Bonds-Yates (ph.)	5	BY MR. JUSTUS:
	6	A. Yes.	6	Q. Okay. It says, "New approval" in
	7	Q to Tim Laughlin?	7	the May 9th e-mail it says, "New approval
	8	A. Yes.	8	request. Please reply with your approval to move
	9	Q. Do you know who those two people are?	9	forward with quarantined bankruptcy protections
1	10	A. I do.	10	for SMB accounts."
1	11	Q. And they are both Charter employees?	11	So what does that refer to?
1	12	A. They are.	12	A. So as a company, we have a lot of
1	13	Q. And are they within the same job	13	rules that go into not overcounting our
1	14	function as you?	14	describers, because we're publicly traded.
1	15	A. Similar.	15	And all of our billing systems are
1	16	Q. Within the finance function?	16	designed that if you get to a certain point in
1	17	A. They really are account receivable	17	debt, especially on the SMB and residential
1	18	management for our SMB types of clients.	18	customer base, they go down automatically. The
1	19	Q. For the small business clients?	19	billing system you hit a certain level of
2	20	A. Small biz.	20	debt, you have not paid your bill, the billing
2	21	Q. As opposed to residential?	21	system is designed to soft disconnect you and
2	22	A. Well, no. They have residential and	22	take your services down, for a variety of
2	23	small biz. We consider that cable ops.	23	reasons.
	24	(Clarification requested by the Court	24	The quarantine really is taking this
2	25	Reporter.)	25	group of customers that we've identified through
		D 03		
		Page 23		Page 24
	1	Page 23 F. Gunzel - 9/19/2019	1	Page 24 F. Gunzel - 9/19/2019
	1 2	F. Gunzel - 9/19/2019	1 2	F. Gunzel - 9/19/2019
				F. Gunzel - 9/19/2019 account individually and doing it. There's
	2	F. Gunzel - 9/19/2019 a lot of work and saying, okay, for these ones,	2	F. Gunzel - 9/19/2019 account individually and doing it. There's macros that are run, and things can be updated in
	2	F. Gunzel - 9/19/2019 a lot of work and saying, okay, for these ones, because of the bankruptcy, we're going to treat	2 3	F. Gunzel - 9/19/2019 account individually and doing it. There's macros that are run, and things can be updated in the billing system via macro for large
	2 3 4	F. Gunzel - 9/19/2019 a lot of work and saying, okay, for these ones, because of the bankruptcy, we're going to treat them different. We're not going to disconnect	2 3 4	F. Gunzel - 9/19/2019 account individually and doing it. There's macros that are run, and things can be updated in
	2 3 4 5	F. Gunzel - 9/19/2019 a lot of work and saying, okay, for these ones, because of the bankruptcy, we're going to treat them different. We're not going to disconnect them automatically.	2 3 4 5	F. Gunzel - 9/19/2019 account individually and doing it. There's macros that are run, and things can be updated in the billing system via macro for large populations of accounts.
	2 3 4 5 6	F. Gunzel - 9/19/2019 a lot of work and saying, okay, for these ones, because of the bankruptcy, we're going to treat them different. We're not going to disconnect them automatically. Q. And so this is referring to	2 3 4 5 6	F. Gunzel - 9/19/2019 account individually and doing it. There's macros that are run, and things can be updated in the billing system via macro for large populations of accounts. Sorry. Things can be updated via
	2 3 4 5 6 7	F. Gunzel - 9/19/2019 a lot of work and saying, okay, for these ones, because of the bankruptcy, we're going to treat them different. We're not going to disconnect them automatically. Q. And so this is referring to Windstream customers	2 3 4 5 6 7	F. Gunzel - 9/19/2019 account individually and doing it. There's macros that are run, and things can be updated in the billing system via macro for large populations of accounts. Sorry. Things can be updated via macro for large populations of accounts.
	2 3 4 5 6 7 8	F. Gunzel - 9/19/2019 a lot of work and saying, okay, for these ones, because of the bankruptcy, we're going to treat them different. We're not going to disconnect them automatically. Q. And so this is referring to Windstream customers A. Correct.	2 3 4 5 6 7 8	F. Gunzel - 9/19/2019 account individually and doing it. There's macros that are run, and things can be updated in the billing system via macro for large populations of accounts. Sorry. Things can be updated via macro for large populations of accounts. BY MR. JUSTUS:
	2 3 4 5 6 7 8	F. Gunzel - 9/19/2019 a lot of work and saying, okay, for these ones, because of the bankruptcy, we're going to treat them different. We're not going to disconnect them automatically. Q. And so this is referring to Windstream customers A. Correct. Q under the Spectrum value-added	2 3 4 5 6 7 8	F. Gunzel - 9/19/2019 account individually and doing it. There's macros that are run, and things can be updated in the billing system via macro for large populations of accounts. Sorry. Things can be updated via macro for large populations of accounts. BY MR. JUSTUS: Q. Was that process complete today?
	2 3 4 5 6 7 8 9	F. Gunzel - 9/19/2019 a lot of work and saying, okay, for these ones, because of the bankruptcy, we're going to treat them different. We're not going to disconnect them automatically. Q. And so this is referring to Windstream customers A. Correct. Q under the Spectrum value-added services agreement? Okay.	2 3 4 5 6 7 8 9	F. Gunzel - 9/19/2019 account individually and doing it. There's macros that are run, and things can be updated in the billing system via macro for large populations of accounts. Sorry. Things can be updated via macro for large populations of accounts. BY MR. JUSTUS: Q. Was that process complete today? A. It is complete today. It didn't
	2 3 4 5 6 7 8 9 10	F. Gunzel - 9/19/2019 a lot of work and saying, okay, for these ones, because of the bankruptcy, we're going to treat them different. We're not going to disconnect them automatically. Q. And so this is referring to Windstream customers A. Correct. Q under the Spectrum value-added services agreement? Okay. And so prior to well, let's go to	2 3 4 5 6 7 8 9 10	F. Gunzel - 9/19/2019 account individually and doing it. There's macros that are run, and things can be updated in the billing system via macro for large populations of accounts. Sorry. Things can be updated via macro for large populations of accounts. BY MR. JUSTUS: Q. Was that process complete today? A. It is complete today. It didn't complete today, but it is complete as of today.
	2 3 4 5 6 7 8 9 10 11	F. Gunzel - 9/19/2019 a lot of work and saying, okay, for these ones, because of the bankruptcy, we're going to treat them different. We're not going to disconnect them automatically. Q. And so this is referring to Windstream customers A. Correct. Q under the Spectrum value-added services agreement? Okay. And so prior to well, let's go to the May 16th e-mail at the top. It just says	2 3 4 5 6 7 8 9 10 11 12	F. Gunzel - 9/19/2019 account individually and doing it. There's macros that are run, and things can be updated in the billing system via macro for large populations of accounts. Sorry. Things can be updated via macro for large populations of accounts. BY MR. JUSTUS: Q. Was that process complete today? A. It is complete today. It didn't complete today, but it is complete as of today. Q. As of today it's completed?
	2 3 4 5 6 7 8 9 10 11 12	F. Gunzel - 9/19/2019 a lot of work and saying, okay, for these ones, because of the bankruptcy, we're going to treat them different. We're not going to disconnect them automatically. Q. And so this is referring to Windstream customers A. Correct. Q under the Spectrum value-added services agreement? Okay. And so prior to well, let's go to the May 16th e-mail at the top. It just says "approved."	2 3 4 5 6 7 8 9 10 11 12 13	F. Gunzel - 9/19/2019 account individually and doing it. There's macros that are run, and things can be updated in the billing system via macro for large populations of accounts. Sorry. Things can be updated via macro for large populations of accounts. BY MR. JUSTUS: Q. Was that process complete today? A. It is complete today. It didn't complete today, but it is complete as of today. Q. As of today it's completed? A. Correct.
	2 3 4 5 6 7 8 9 10 11 12 13	F. Gunzel - 9/19/2019 a lot of work and saying, okay, for these ones, because of the bankruptcy, we're going to treat them different. We're not going to disconnect them automatically. Q. And so this is referring to Windstream customers A. Correct. Q under the Spectrum value-added services agreement? Okay. And so prior to well, let's go to the May 16th e-mail at the top. It just says "approved." A. Uh-huh.	2 3 4 5 6 7 8 9 10 11 12 13 14	F. Gunzel - 9/19/2019 account individually and doing it. There's macros that are run, and things can be updated in the billing system via macro for large populations of accounts. Sorry. Things can be updated via macro for large populations of accounts. BY MR. JUSTUS: Q. Was that process complete today? A. It is complete today. It didn't complete today, but it is complete as of today. Q. As of today it's completed? A. Correct. Q. Do you know when it was completed?
	2 3 4 5 6 7 8 9 10 11 12 13 14	F. Gunzel - 9/19/2019 a lot of work and saying, okay, for these ones, because of the bankruptcy, we're going to treat them different. We're not going to disconnect them automatically. Q. And so this is referring to Windstream customers A. Correct. Q under the Spectrum value-added services agreement? Okay. And so prior to well, let's go to the May 16th e-mail at the top. It just says "approved." A. Uh-huh. Q. So on or after May 16th, this	2 3 4 5 6 7 8 9 10 11 12 13 14	F. Gunzel - 9/19/2019 account individually and doing it. There's macros that are run, and things can be updated in the billing system via macro for large populations of accounts. Sorry. Things can be updated via macro for large populations of accounts. BY MR. JUSTUS: Q. Was that process complete today? A. It is complete today. It didn't complete today, but it is complete as of today. Q. As of today it's completed? A. Correct. Q. Do you know when it was completed? A. I don't.
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	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	F. Gunzel - 9/19/2019 a lot of work and saying, okay, for these ones, because of the bankruptcy, we're going to treat them different. We're not going to disconnect them automatically. Q. And so this is referring to Windstream customers A. Correct. Q under the Spectrum value-added services agreement? Okay. And so prior to well, let's go to the May 16th e-mail at the top. It just says "approved." A. Uh-huh. Q. So on or after May 16th, this quarantined protection went into effect? A. Correct. Q. Do you know when it went into effect? A. Specifically no. Q. Was it something that would take a long time to implement? A. So Windstream has approximately 14 and a half thousand service accounts with	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	F. Gunzel - 9/19/2019 account individually and doing it. There's macros that are run, and things can be updated in the billing system via macro for large populations of accounts. Sorry. Things can be updated via macro for large populations of accounts. BY MR. JUSTUS: Q. Was that process complete today? A. It is complete today. It didn't complete today, but it is complete as of today. Q. As of today it's completed? A. Correct. Q. Do you know when it was completed? A. I don't. Q. Ballpark? A. I don't. Q. And so prior to May 16th, there was no quarantine protection in place? A. There was the risk. We were at that point, I think, had gathered all of the accounts together and had identified them. And that was you know, it's one thing to have the

Page 25 Page 26 F. Gunzel - 9/19/2019 1 F. Gunzel - 9/19/2019 2 So I think part of the reason why it 2 Windstream goes by a lot of different --3 3 took a while to get done was just identifying all (Admonishment by the Court Reporter.) 4 4 the individual accounts and billing and making A. Windstream doesn't go by just sure we had the correct population. 5 Windstream. Windstream has a lot of companies Q. And when did that process begin? 6 that they've purchased and merged with over the 7 7 A. That kicked off as soon as we got the 8 8 bankruptcy order. Part of our research came from 9 initially going through and, you know, searching 9 Q. And which order do you mean? Sorry. 10 for Windstream and Windstream subsidiaries to get 10 There's been several. 11 A. I guess the one that was -- the one 11 the names. 12 12 Part of it came from, we had gotten that was distributed on or around February 25th. 13 information back from legal saying here is the 13 We started searching through to gather --14 complete list of Windstream and Windstream 14 Q. Once Windstream filed for bankruptcy? 15 affiliates. 15 A. Correct. 16 Q. And then it took from that time in Then we essentially have a billing --16 17 we have billing systems. We have seven of them. February until May 9th to finish the process; is 17 18 And then we have a CRM called sales 18 that right? 19 force. And between the billers and CRM, it was 19 A. I don't know if it's right, but that 20 query searching anything under those names that timing sounds in the ballpark. 2.0 21 we could find. 2.1 Q. And what was the process for trying 22 We did get a list back from 22 to identify the Windstream customers that needed 23 Windstream that identified approximately 4500 23 to be quarantined? 24 24 A. Sure. So, you know, Windstream 25 We had gotten that back when we were 25 doesn't go by just Windstream, as you know. Page 27 Page 28 F. Gunzel - 9/19/2019 1 F. Gunzel - 9/19/2019 in the middle of our process, and we had 2 service down. I would say that's the 3 already -- already identified well over 10,000. 3 inefficiency. It's not designed to keep people 4 4 So we knew that their list was relatively up if they owe us money. It's designed to 5 5 incomplete. disconnect you if you owe us money. 6 So it was a lot of hard work to get 6 Q. So as a result of this process, has 7 them identified and then flagged to take them out 7 that feature been disabled, or is that feature 8 8 of the collection schemes. still in place, the automatic disconnect? 9 9 Q. Okay. Going back to the May 9th For any other account, it's in place. 10 e-mail where it says "summary." Still on the 10 But the Windstream accounts, the quarantine 11 same Exhibit 47. 11 really speaks to we can flag an account to say 12 A. Oh, I'm sorry. Yes. 12 treat it differently. 13 Q. It says, "Summary: Due to the recent 13 Q. And so the 289 disconnects in March, 14 14 Windstream bankruptcy, there have been some was that as a result of the automatic disconnect 15 inefficiencies identified in our bankruptcy 15 process? 16 process to properly protect accounts from further 16 A. Absolutely. 17 collection actions during bankruptcy automatic 17 Q. How about the four in April and May? 18 stays." 18 A. No. Those were -- all four of those 19 And so what were the inefficiencies 19 were relatively unique situations, every single 20 identified? 20 one of them. 21 A. So our billing system is, like I 21 One, there was -- well, maybe more 2.2 said, designed to disconnect if you don't pay. 2.2 than one. At least two, there were charges 23 It's automatic. Especially on these types of 23 applied to an account that should have never been 24 accounts. Once you hit a certain, you know, day 24 applied to those accounts. You could consider 25 mark and a certain debt, it just takes your 25 those post petition charges. So in reality, I

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1	F. Gunzel - 9/19/2019	1	F. Gunzel - 9/19/2019
2	think, you know, they were fair game.	2	is to the account that bills. The other
3	However, understanding the	3	ones provide service.
4	relationship with Windstream, we didn't want to	4	So two of those or one of those or
5	touch anything. So there were charges placed on	5	some of those were not aligned properly
6	accounts that shouldn't have been, and that	6	into this parent-child hierarchy. So we
7	triggered disconnects.	7	couldn't find them.
8	The other two, I can't remember the	8	In addition, they had names like
9	specifics on it, but it wasn't a matter of, you	9	nothing to do with Windstream or any of
10	know, we hadn't it was probably a matter of we	10	its subsidiaries or affiliates. So they
11	had not found them yet, those other two.	11	could not be identified properly to flag
12	Q. So they were not added to the	12	them.
13	quarantine list	13	BY MR. JUSTUS:
14	A. Right. So what we do is, you know,	14	Q. Okay. Thank you.
15	we work within what's called a parent-child	15	MR. JUSTUS: Okay. I will pass the
16	billing relationship (indiscernible) with our	16	witness, John.
17	billers	17	MR. KINGSTON: Let me use the
18	(Clarification requested by the Court	18	restroom, and I will have a little bit of
19	Reporter.)	19	redirect.
20	THE WITNESS: A parent-child billing	20	MR. JUSTUS: Okay. Go off the
21	relationship.	21	record.
22	And think of that as an account that	22	Is five minutes okay?
23	bills. And then underneath that, there's	23	THE VIDEOGRAPHER: Off the record at
24	several thousand accounts that provide the	24	5:41 p.m.
25	service. So the only place the dollars go	25	(Off the record.)
	Page 31		Page 32
1	F. Gunzel - 9/19/2019	1	F. Gunzel - 9/19/2019
2	THE VIDEOGRAPHER: We are back on the	2	management, falls under me and my team for
3	record at 5:45 p.m.	3	the entire relationship.
4	CROSS-EXAMINATION	4	BY MR. KINGSTON:
5		5	Q. So if somebody were to decide to
6	BY MR. KINGSTON:	6	disconnect Windstream services for failure to pay
7	Q. Mr. Gunzel, tell me your role with	7	a debt, would that be you?
8	respect to the Windstream value-added reseller	8	A. Yes, it would.
9	contract.	9	Q. And at any time since February of
10	A. So my role related to Windstream, the	10	2019, have you instructed that Windstream
11	value-added reseller contract is really	11	services be disconnected for not paying a debt?
12	because the relationship is split between	12	A. I have not.
13	different services, Windstream has services under	13	Q. You testified earlier about the fact
14	SMB and Windstream has services under enterprise.	14	that billing systems are geared towards
15	Enterprise is primarily fed by a	15	disconnecting customers that don't pay
16	fiber-based service. SMB is fed by a	16	automatically.
17	coaxed-based fiber service.	17	Do you recall that, sir?
18	(Clarification requested by the Court	18	A. I do.
19	Reporter.)	19	Q. I want to talk to you a little bit
20	THE WITNESS: SMB is fed by a	20	about why that is.
21	coaxed-based fiber service coaxed-based	21	Can we do that?
22	service.	22	A. Sure.
	Dut has a see it la bind of a backerid	1 22	Q. Are one of the data points that
23	But because it's kind of a hybrid	23	Q. Are one of the data points that
23 24	relationship with two types of services,	24	telecom companies and cable companies provide to

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1	F. Gunzel - 9/19/2019	1	F. Gunzel - 9/19/2019
2	accounts?	2	decide to purchase or sell shares in the company
3	A. Correct. Charter considers them PSU	3	that's reporting those subscriber accounts?
4	accounts, primary service unit, but it's the same	4	A. Yes.
5	thing. It's the account of our customer base.	5	Q. So one of the things you're looking
6	Q. And so the PSUs are from	6	at if you're thinking about buying stock is what
7	10,000 feet, would that be sort of picking an	7	do the subscriber numbers look like?
8	individual subscriber and chop her up into the	8	A. Absolutely.
9	services that she purchases?	9	Q. And the reason that people who are
10	So if I'm a Charter subscriber and I	10	considering buying and selling stock are
11	have telephone and Internet, that would be two	11	interested in what how many subscribers you
12	PSUs?	12	have is because each subscriber represents a
13	A. Correct.	13	revenue stream that may continue going forward;
14	Q. Okay. And just because it's easier	14	isn't that right?
15	for me to think in terms of subscribers, I'm	15	A. Correct.
16	going to talk about subscriber accounts.	16	Q. And it's important not to mislead
17	Does that make sense?	17	people who are considering buying your stock.
18	A. That's fine.	18	Can we agree with that?
19	Q. And you understand that entities like	19	A. I agree with that.
20	Charter and Windstream and other entities report	20	Q. And if you identify as a subscriber
21	their subscribers to the general public?	21	somebody who is not paying you, is there a
22	A. I do.	22	possibility of misleading people who are buying
23	Q. And they and is it true that the	23	your stock?
24	subscriber accounts are reported to the general	24	A. Yes.
25	public with the understanding that people may	25	Q. And if you're saying, hey, I have
	D 25		
	Page 35		Page 36
1		1	
1 2	F. Gunzel - 9/19/2019	1 2	F. Gunzel - 9/19/2019
	F. Gunzel - 9/19/2019 this many subscribers but a bunch of those	2	F. Gunzel - 9/19/2019 Q. And is that unusual or usual in the
2	F. Gunzel - 9/19/2019 this many subscribers but a bunch of those subscribers aren't paying, they think that you		F. Gunzel - 9/19/2019 Q. And is that unusual or usual in the cable and telecommunications industry?
2 3	F. Gunzel - 9/19/2019 this many subscribers but a bunch of those	2 3	F. Gunzel - 9/19/2019 Q. And is that unusual or usual in the
2 3 4	F. Gunzel - 9/19/2019 this many subscribers but a bunch of those subscribers aren't paying, they think that you have a revenue stream that you don't actually	2 3 4	F. Gunzel - 9/19/2019 Q. And is that unusual or usual in the cable and telecommunications industry? A. In my experience, that's the norm. That's usual.
2 3 4 5	F. Gunzel - 9/19/2019 this many subscribers but a bunch of those subscribers aren't paying, they think that you have a revenue stream that you don't actually have?	2 3 4 5	F. Gunzel - 9/19/2019 Q. And is that unusual or usual in the cable and telecommunications industry? A. In my experience, that's the norm. That's usual. Q. And it makes sense for that to be the
2 3 4 5 6	F. Gunzel - 9/19/2019 this many subscribers but a bunch of those subscribers aren't paying, they think that you have a revenue stream that you don't actually have? A. That is correct.	2 3 4 5 6	F. Gunzel - 9/19/2019 Q. And is that unusual or usual in the cable and telecommunications industry? A. In my experience, that's the norm. That's usual.
2 3 4 5 6 7	F. Gunzel - 9/19/2019 this many subscribers but a bunch of those subscribers aren't paying, they think that you have a revenue stream that you don't actually have? A. That is correct. Q. And one way that you could	2 3 4 5 6 7	F. Gunzel - 9/19/2019 Q. And is that unusual or usual in the cable and telecommunications industry? A. In my experience, that's the norm. That's usual. Q. And it makes sense for that to be the norm because everybody in this industry would like to avoid
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2 3 4 5 6 7 8 9 10 11 12 13 14	F. Gunzel - 9/19/2019 this many subscribers but a bunch of those subscribers aren't paying, they think that you have a revenue stream that you don't actually have? A. That is correct. Q. And one way that you could artificially inflate or that a company could artificially inflate its subscribers account is by declining to disconnect customers who stop paying? A. That is correct. Q. And it is true that in decades passed, officers of companies have actually gone	2 3 4 5 6 7 8 9 10 11 12 13 14	F. Gunzel - 9/19/2019 Q. And is that unusual or usual in the cable and telecommunications industry? A. In my experience, that's the norm. That's usual. Q. And it makes sense for that to be the norm because everybody in this industry would like to avoid MR. KINGSTON: I'm sorry. BY MR. KINGSTON: Q. And it would make sense for that to be the norm because everybody in this industry would like to avoid committing securities fraud? A. Absolutely.
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Page 37 1 F. Gunzel - 9/19/2019 2 company since 1999, have they? 3 That's a bad question. Do you mind 4 if I start over, sir? 5 A. Please. 6 Q. Charter bought Time Warner, true? 7 A. True. 8 Q. Charter bought another company called 9 Bright House? 10 A. Correct. 11 Q. And both Time Warner and Bright House 12 were themselves amalgamations 13 THE COURT REPORTER: I 14 MR. KINGSTON: Amalgamation isn't a 1 F. Gunzel - 9/19/2019 2 another run at that? 3 A. I do not mind. 4 Q. So time Warner, befor purchased by Charter, was an a companies? 7 A. I do not mind. 9 A. I do not mind. 9 C. So time Warner, befor purchased by Charter, was an a companies? 7 A. Correct. 9 C. And it was an amalgament of the companies that all had their own purchased by Charter, was itself. 11 Q. And Bright House, bether themselves amalgamation isn't a lesser extent, yes	re it was amalgamation of mation of
2 company since 1999, have they? 3 That's a bad question. Do you mind 4 if I start over, sir? 5 A. Please. 6 Q. Charter bought Time Warner, true? 7 A. True. 8 Q. Charter bought another company called 9 Bright House? 10 A. Correct. 11 Q. And both Time Warner and Bright House 12 were themselves amalgamations 13 THE COURT REPORTER: I 2 another run at that? 3 A. I do not mind. 4 Q. So time Warner, befor purchased by Charter, was an a companies? 7 A. I do not mind. 9 A. I do not mind. 9 C. So time Warner, true? 7 A. Correct. 9 Companies? 7 A. Correct. 10 A. Yes. 11 Q. And Bright House, beto purchased by Charter, was itself.	re it was amalgamation of mation of
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7 A. True. 8 Q. Charter bought another company called 9 Bright House? 9 A. Correct. 10 A. Correct. 11 Q. And both Time Warner and Bright House 12 were themselves amalgamations 13 THE COURT REPORTER: I 14 A. Correct. 15 Q. And it was an amalgamation of companies that all had their own and a representation of companies that all had their own and a representation of companies that all had their own and a representation of companies that all had their own and a representation of companies that all had their own and a representation of companies that all had their own and a representation of companies that all had their own and a representation of companies that all had their own and a representation of companies that all had their own and a representation of companies that all had their own and a representation of the repr	
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12 were themselves amalgamations 12 purchased by Charter, was itsel 13 THE COURT REPORTER: I 13 of companies?	fore it was
13 THE COURT REPORTER: I 13 of companies?	
MR. KINGSTON: Amalgamation isn't a 14 A. To a lesser extent, ves.	i.
15 good word? 15 Q. And to a lesser extent,	
16 THE COURT REPORTER: No, it's just 16 variety of billing systems within	
17 too fast. I'm tired. 17 well?	
18 MR. KINGSTON: That's okay. Tell me 18 A. It did.	
19 every single time. I 19 Q. And Charter, before it	t hought those
20 MR. JUSTUS: I like when he goes 20 companies, was itself an amalg	
21 fast. 21 true?	garriation, is that
22 THE COURT REPORTER: No, I want to 22 A. Lesser so, but still Cha	arter had
23 get out of here too. 23 legacy Charter had its own issu	
24 BY MR. KINGSTON: 24 Q. All right. And did eac	
25 Q. Mr. Gunzel, do you mind if we take 25 amalgamations before they were	
2. In Suize, do you mild it we take 2. I amaigamatons before they we	re joined in the
Page 39	Page 40
1 F. Gunzel - 9/19/2019 1 F. Gunzel - 9/19/2019	
2 various mergers, did they have one billing system 2 A. Correct.	
3 or multiple billing systems? 3 Q. And those among the	ose 25.000
4 A. Multiple. Time Warner cable had 4 customer care employees, general	
5 four, five five. Charter had one, but they 5 can make an entry that would ul	
6 had different slices of that one, so that's six. 6 a disconnection of service?	timatery result in
7 And then Bright House had two. 7 A. They could.	
8 Q. And so after the various mergers, all 8 Q. And so it's very easy for	or service to
9 of those varied billing systems were kind of 9 be disconnected within these col	
10 cobbled together? 10 billing systems?	coroa togotalor
11 A. Cobbled is a good word, yes. 11 A. Yes.	
12 Q. And how many employees are able to 12 Q. And is the fact that it's	verv easy
put in an entry that would ultimately result in a 13 for these services to be disconne	
14 disconnection of service for nonpayment in 14 cobbled-together billing systems	
15 those how many billing systems? 15 (Clarification requested)	
16 A. Eight. 16 Reporter.)	by the Court
17 Q. Across those eight billing systems, 17 BY MR. KINGSTON:	
18 how many employees are capable of making an entry 18 Q cobbled-together bill:	ling exetame
19 that would ultimately result in a disconnection? 19 consistent with the notion that o	
· I	
	y:
22 folks that are identified as customer operations 22 A. Yes.	h 1
23 or customer care is approximately 25,000. 23 Q. I want to talk about Feb	-
24 Q. So there's roughly 25,000 customer 24 March of 2019, starting in Febru	
25 care employees? 25 received the notice of bankruptc	vy tor M/mdetroom

Page 41 Page 42 F. Gunzel - 9/19/2019 1 F. Gunzel - 9/19/2019 2 Can we do that, sir? 2 A. To step through the entire billing 3 A. Yes. 3 relationship, as I mentioned before, there's 4 4 Q. Excuse me just one moment. approximately 14,500 individual service accounts 5 (Pause.) 5 within those eight different billing systems. 6 BY MR. KINGSTON: 6 Those roll up to approximately 105 individual 7 Q. So when Charter first received billing accounts. 8 8 Windstream's notice of bankruptcy, it knew that So we have 105 accounts that are 9 there were thousands of accounts being serviced 9 billing, covering 14,500 service accounts. 10 10 under the last-mile contract? Q. I want to talk -- I'm going to stop 11 A. Uh-huh. Yes. 11 you and talk a little bit about the difference 12 Q. And those thousands of accounts that 12 between a billing account and a service account. 13 Charter was aware of that were being serviced 13 What's a billing account? 14 under the last-mile contract, that wasn't all of 14 A. Windstream does not want 14,500 15 the accounts that ultimately we've uncovered; is 15 individual bills from us. They would like, 16 that true? 16 preferably, one bill with 14,500 lines that they 17 A. That is true. 17 can reconcile. So when we bill out large-account 18 O. And are those accounts listed under a 18 relationships like this, we align the service 19 single name, or are they listed under multiple 19 accounts with a master billing account so we can 20 names? 20 provide that service to the end-point customer. 21 Q. So there would be a single billing 21 A. Multiple names. 22 Q. All right. Well, tell me a little 22 account that would be the account that is charged 23 bit more about that. So I -- how is it that 23 and pays the bills, and below that account would 24 accounts under the last-mile contract are listed 24 be dozens or hundreds of service accounts, all of 25 under multiple names? 25 which receive service, but none of which are ever Page 43 Page 44 F. Gunzel - 9/19/2019 F. Gunzel - 9/19/2019 1 1 2 billed --2 A. Yes, certainly. 3 A. Correct. 3 Q. Because those accounts would never be 4 -- is that a fair description? 4 Q. charged, they would never -- or they should not 5 That is fair. 5 ever be late on making payments? 6 And are occasionally the billing 6 A. Not correct. Because, you know, 7 accounts referred to as "parent accounts"? 7 within the parent account, you know, we know 8 8 Yes. which -- which accounts underneath the parent 9 And the service accounts would be 9 Q. account are billing and what it is. 10 referred to as "child accounts"? 10 When a payment comes into the larger 11 A. Child accounts. 11 parent account, it's distributed across all the 12 Q. Okay. And in cable, as in life, the 12 child accounts. They bill and roll up, payment parent accounts pay all the bills and the child 13 13 goes down, and then so on and so forth. accounts run up all the bills? 14 14 So things like a one-time charge, an 15 A. Correct. 15 individual charge, shouldn't ever get applied to 16 Q. And so the services -- so in the 16 a child account. And all the billing rolls from 17 ordinary course, whether they're referred to as a 17 the child account to the parent. 18 child account or a service account, those are 18 Q. So if a one-time charge were applied 19 accounts that would never be charged? 19 to a child account, that would be the result of a 20 That is correct. 20 data entry error? 21 And because they would never be 21 A. It's a mistake, yeah. It would never 2.2 charged, they would never be in arrears? They 22 go there. 23 would never be -- they would never not pay -- or 23 Q. And so it would be possible for a 2.4 they would never -- do you mind if I start that 24 one-time charge to be plugged into a child, or 25 over, sir? 25 service account, if one of these 25,000 customer

Page 45 Page 46 F. Gunzel - 9/19/2019 1 F. Gunzel - 9/19/2019 2 care employees made a data entry error? 2 A. I agree. 3 A. Absolutely. 3 Q. And those are -- if I turn a few 4 4 Q. Okay. So in February of 2019, when pages, do you see a variety of other names used 5 Windstream filed for bankruptcy, sometime 5 in the last -- in the last eight years? 6 thereafter Charter received a notice of 6 A. I do. 7 7 bankruptcy? Q. And is that another 79 additional 8 A. Yes. 8 names? 9 MR. KINGSTON: Ms. Marney, I'm going 9 A. Without counting them, I would say 10 to mark this as Exhibit 48. 10 approximately yes. 11 (Plaintiffs' Exhibit Number 48 was 11 Q. And so did Charter need to search 12 marked for identification, as of this 12 among these thousands of parent and child 13 date.) 13 accounts for all of these 280 names? BY MR. KINGSTON: 14 14 Charter did. 15 Q. And is -- Mr. Gunzel, you've been 15 And that was across -- so Charter had handed Exhibit 48, which is a multi-page document 16 16 to search for all of those 280 names across all 17 captioned "Notice of Chapter 11 Bankruptcy Case." 17 of these thousands of parent and child accounts 18 Do you recognize Exhibit 48, sir? 18 across seven discreet billing systems? 19 19 A. Correct. 20 Q. And is that the notice of bankruptcy 20 Was that a time-consuming process? that Charter eventually received from Windstream 21 A. It was very time consuming. There 21 22 in February -- or February 2019? 22 were several teams on it. My team alone spent 23 A. It is. 23 roughly 1800 hours doing that search, and 24 Q. And I see 205 different names on that 24 gathering up as many of these accounts as 25 notice of bankruptcy. 25 possible. Page 47 Page 48 1 F. Gunzel - 9/19/2019 F. Gunzel - 9/19/2019 1 2 Q. So as far as the time spent in terms 2 Q. And are coaxial accounts, accounts 3 of labor hours on the Charter side, identifying 3 that can be automatically disconnected if there 4 4 and protecting Windstream last-mile accounts so is a non-pay situation? 5 that they wouldn't be turned off if Windstream 5 A. Yes. 6 didn't pay its bills, that was more than 1800 6 Walk me through how that happens. Q. 7 hours -- excuse me, 1,800 hours? 7 A. So within the telecommunications 8 8 A. 1,800 hours. industry, your services need to be provisioned. 9 9 Q. And that was for your team, but --Provisioning means we turn you on and you get the 10 but was your team the only one working on it? 10 services that you're paying for, whether it be 11 11 A. It was not. for your high-speed data, your voice, or your 12 Q. Do you know how many hours the other 12 video. The billing system is the tool that team -- or an estimate of how many hours the 13 provisions this, these services, and turns them 13 14 on or off. 14 other team spent on it? 15 15 A. I would estimate about the same. The billing system -- these are for 16 Q. So a fair estimate of the amount of 16 coax products. So if, you know, you set up the 17 time that Charter employees have spent ensuring 17 billing system, in a way, to say, if a customer 18 that Windstream last-mile accounts are not 18 is past due 60 days, turn them off automatically, 19 disconnected would be somewhere in the 19 the billing system has the power to turn that neighborhood of 3600 hours? 20 20 account off. 21 21 A. 3,600 hours. Q. And is one of the reasons why that 2.2 22 Q. Now, you talked about coaxial automatic process would be in place is to avoid 23 23 accounts and enterprise accounts. counting non-paying customers as subscribers? 2.4 Do you recall that, sir? 24 A. That is correct. 25 A. I do. 25 And so this automatic disconnect

Page 49 Page 50 F. Gunzel - 9/19/2019 1 F. Gunzel - 9/19/2019 2 scheme, was that in place for the accounts that 2 couple of things. Maybe at day 30 we send that 3 3 were disconnected in -- last-mile accounts that customer a letter saying, you're past due. Day 4 4 were disconnected in around March 15? 45 triggers an alert to a rep to place a phone 5 A. Yes. They were still on a scheme 5 call. And then at day 60, it automatically 6 that turned them off automatically, and they had 6 triggers a disconnect. 7 7 That's an example of a non-pay 8 8 disconnect scheme. And it's a program that runs Q. And so around March 15 -- so it 9 wasn't as if somebody made the decision, we need 9 against the billing system. 10 to turn these accounts off sometime in March of 10 We have a different scheme that would 2019? 11 11 be considered a VIP scheme, that would still have 12 A. Nobody made that decision. They were 12 the -- send them a letter, would still have 13 already on that path. They had debt. They hit a 13 the -- trigger a rep to call them. time limit, and the billing system automatically 14 14 But the third one, disconnects you, 15 turned them off. 15 would be taken out of that program. 16 Q. And so for those accounts not to have 16 Q. And so would the -- to avoid 17 been turned off, they would have been placed into 17 disconnection, would the Windstream accounts have 18 some sort of protective status? 18 to be manually moved into those sort of schemes? 19 A. Correct. 19 A. Manually in -- well, it would never 20 Q. Walk me through how the accounts are 20 be automatic, because you first have to identify placed in protective status. 21 21 the group of customers that you want to place on 2.2 A. So what automatically disconnects an 22 those VIP schemes. 23 account is what's called a scheme in the billing 23 Now, once we have those groups of 24 system. Executives in the companies define the 24 customers, we can build a list and then run rules saying, okay, that scheme has to do a 25 25 what's called a macro. So we're not going in an Page 51 Page 52 1 F. Gunzel - 9/19/2019 1 F. Gunzel - 9/19/2019 2 individual account one at a time. We are saying, 2 or they had, you know, some kind of an oddity 3 okay, here's a list of 500 accounts in this 3 with the account that drove them to a disconnect. 4 4 billing system. In this geography, move them I think at this point, we've 5 from this scheme to this scheme. 5 identified customers that are not even on this 6 Q. Okay. And so identifying those 6 list that are associated with Windstream. And 7 7 accounts and moving them from a regular we've done that via web searches, industry 8 8 collection scheme to a protected scheme, that was paperwork, those sort of things, looking back at, 9 9 part of the work that went into the estimated okay, who has Windstream purchased over the 10 3600 hours of work that Charter has spent trying 10 years. And I think at this point, I'm 11 to ensure that Windstream last-mile customers 11 comfortable that we've captured them, all of 12 aren't disconnected? 12 them. 13 That is correct. 13 Q. All right. So roughly 3600 hours 14 14 Q. Okay. And so as of March 15 of 2019, later, we feel comfortable that we've identified 15 had Charter been able to identify, among all the 15 all of the last-mile Windstream accounts and 16 thousands of Windstream accounts, the roughly 16 protected them? 17 200 -- all of the accounts associated with the 17 A. That's correct. 18 roughly 280 names on the notice of bankruptcy? 18 Q. And among the accounts that we've A. I would say no. I was comfortable 19 19 identified and protected include accounts that aren't connected to debtors identified on the 20 with what we had identified by mid-April, knowing 20 21 that we were doing it based on these larger 21 notice of bankruptcy? 22 22 parent relationships. A. Correct. And it could be something 23 23 However, the couple examples that as simple as, you know, this list, Broadview 24 came out earlier on the four that happened after 24 Networks of Massachusetts. 25 that fact, they were not associated with a parent 25 (Clarification requested by the Court

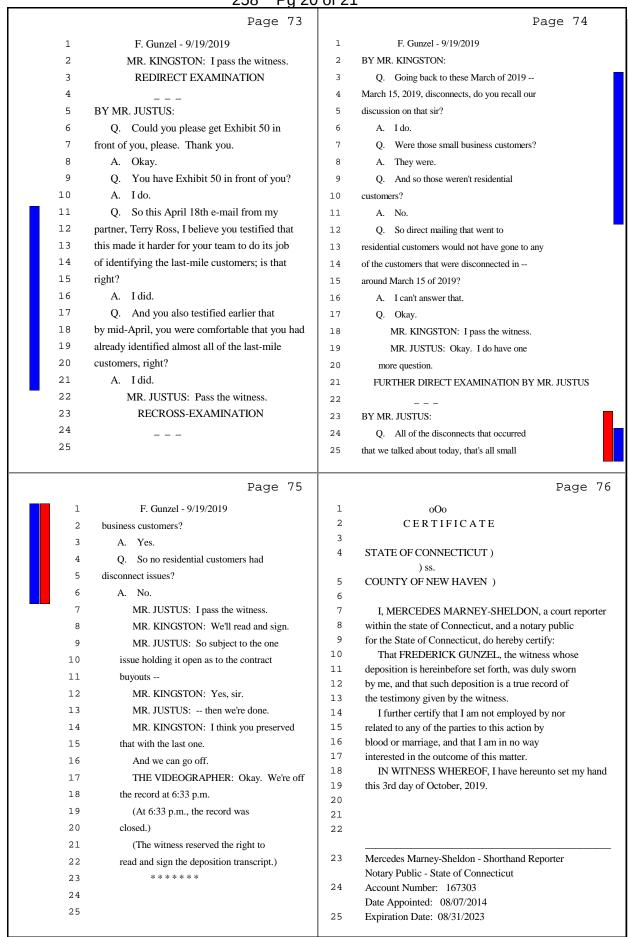
	200 Fy 10	01 21	
	Page 53		Page 54
1	F. Gunzel - 9/19/2019	1	F. Gunzel - 9/19/2019
2	Reporter.).	2	Do you mind if I start over?
3	THE WITNESS: Broadview Networks of	3	A. Sure.
4	Massachusetts.	4	Q. Since since Windstream notified
5	That might be identified in our tools	5	Charter that it was in bankruptcy in February of
6	and systems as, you know, Broadview period	6	2019, has Windstream's has Windstream been
7	or Broadview networks of some place else.	7	late, slow, or slow in paying?
8	So we've got to go through and do	8	A. They have.
9	things like that.	9	We part of the reason to identify
10	There's another one on here called	10	all the accounts was to track very carefully
11	ARC Networks, and this one sticks out. We	11	their pre-petition balance and their
12	always found that as just ARC, not the	12	post-petition balance, understanding anything
13	"networks" part.	13	prepetition we can't touch. We have to keep a
14	(Clarification requested by the Court	14	careful eye on that to make sure that we don't
15	Reporter.)	15	disconnect as a result of a pre-petition balance,
16	THE WITNESS: There's a subsidiary on	16	and understanding that the pre-petition balance
17	here called ARC Networks. I said this one	17	is locked down
18	sticks out because I remember dealing with	18	(Clarification requested by the Court
19	this one.	19	Reporter.)
20	In every piece of information we	20	THE WITNESS: Sorry.
21	have, it's just listed as ARC.	21	And understanding that the
22	BY MR. KINGSTON:	22	pre-petition balance is locked down and it
23	Q. I want to talk to you about some	23	won't grow.
24	during the same time frame well, let me back	24	What that leaves is the post-petition
25	up.	25	balance.
			_
	Page 55		Page 56
1	Page 55 F. Gunzel - 9/19/2019	1	
1 2	F. Gunzel - 9/19/2019	1 2	F. Gunzel - 9/19/2019
		2	F. Gunzel - 9/19/2019 Their post-petition balance should always be
2	F. Gunzel - 9/19/2019 Windstream with Spectrum bills about \$3.4 million a month. And it's their		F. Gunzel - 9/19/2019 Their post-petition balance should always be around \$3.4 million. It should always be a
2 3	F. Gunzel - 9/19/2019 Windstream with Spectrum bills about \$3.4 million a month. And it's their obligation, at least from my	2 3	F. Gunzel - 9/19/2019 Their post-petition balance should always be around \$3.4 million. It should always be a single month of billing.
2 3 4	F. Gunzel - 9/19/2019 Windstream with Spectrum bills about \$3.4 million a month. And it's their	2 3 4	F. Gunzel - 9/19/2019 Their post-petition balance should always be around \$3.4 million. It should always be a single month of billing. In April, their post-petition balance
2 3 4 5	F. Gunzel - 9/19/2019 Windstream with Spectrum bills about \$3.4 million a month. And it's their obligation, at least from my understanding, the rules is that they have	2 3 4 5	F. Gunzel - 9/19/2019 Their post-petition balance should always be around \$3.4 million. It should always be a single month of billing. In April, their post-petition balance was \$5.7 million, so approximately \$2.3 million
2 3 4 5 6	F. Gunzel - 9/19/2019 Windstream with Spectrum bills about \$3.4 million a month. And it's their obligation, at least from my understanding, the rules is that they have to maintain payment of that post-petition	2 3 4 5 6	F. Gunzel - 9/19/2019 Their post-petition balance should always be around \$3.4 million. It should always be a single month of billing. In April, their post-petition balance was \$5.7 million, so approximately \$2.3 million over. In May, their post-petition balance was
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	F. Gunzel - 9/19/2019 Windstream with Spectrum bills about \$3.4 million a month. And it's their obligation, at least from my understanding, the rules is that they have to maintain payment of that post-petition balance. BY MR. KINGSTON: Q. So whatever Windstream owed before filing its notice of bankruptcy, that's to be sorted out in the bankruptcy A. Correct. Q but as Windstream continues to run up bills in the neighborhood of \$3 million a month, the expectation is that those would be paid? A. That is the expectation. So we had Q. Go ahead. Has reality matched up with that expectation? A. Not in every case. We had three examples between March and August where their	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	F. Gunzel - 9/19/2019 Their post-petition balance should always be around \$3.4 million. It should always be a single month of billing. In April, their post-petition balance was \$5.7 million, so approximately \$2.3 million over. In May, their post-petition balance was \$6.7 million, approximately \$3.3 million over. In July, their post-petition balance was \$5.9 million, approximately \$2.4 million over. Q. So in April, Windstream was had \$2.3 million that was 60 days overdue? A. That is correct. Q. And in May, Windstream had \$3.3 million that was 60 days past due? A. Yes. Q. And in July in June? A. July. Q. In July, Windstream had \$2.4 million that was 60 days past due? A. Yes. Q. And for April, May, and for all those millions of dollars that were past due in April,

Page 57 F. Gunzel - 9/19/2019 MR. JUSTUS: I'm going to go ahead and object to this line of questioning as beyond the scope and irrelevant. BY MR. KINGSTON: Q. And at any point when Windstream was these millions of dollars more than 60 days or at 60 days past due, did you instruct anybody to disconnect any services A. I did not, no. Q. Okay. You referenced a disconnect in Clearwater, Florida, a Windstream account? A. Yes. Page F. Gunzel - 9/19/2019 F. Gunzel - 9/19/2019 A. Charter did reach out to Windstream to have their list. MR. KINGSTON: 49? THE COURT REPORTER: Uh-huh. MR. KINGSTON: Ms. Marney is markingI do that to you every time. I'll stop. I'm sorry. (Plaintiffs' Exhibit Number 49 was marked for identification, as of this date.) A. Yes.	58
2 MR. JUSTUS: I'm going to go ahead 3 and object to this line of questioning as 4 beyond the scope and irrelevant. 5 BY MR. KINGSTON: 6 Q. And at any point when Windstream 7 was these millions of dollars more than 60 8 days or at 60 days past due, did you instruct 9 anybody to disconnect any services 10 A. I did not, no. 11 Q. Okay. You referenced a disconnect in 12 Clearwater, Florida, a Windstream account? 13 A. Yes. Windstream? A. Charter did reach out to Windstream to have their list. MR. KINGSTON: 49? THE COURT REPORTER: Uh-huh. MR. KINGSTON: Ms. Marney is markingI do that to you every time. I'll stop. I'm sorry. (Plaintiffs' Exhibit Number 49 was marked for identification, as of this date.) MR. KINGSTON: Can I borrow your companies.	
2 MR. JUSTUS: I'm going to go ahead 3 and object to this line of questioning as 4 beyond the scope and irrelevant. 5 BY MR. KINGSTON: 6 Q. And at any point when Windstream 7 was these millions of dollars more than 60 8 days or at 60 days past due, did you instruct 9 anybody to disconnect any services 10 A. I did not, no. 11 Q. Okay. You referenced a disconnect in 12 Clearwater, Florida, a Windstream account? 13 A. Yes. Windstream? A. Charter did reach out to Windstream to have their list. MR. KINGSTON: 49? THE COURT REPORTER: Uh-huh. MR. KINGSTON: Ms. Marney is markingI do that to you every time. I'll stop. I'm sorry. (Plaintiffs' Exhibit Number 49 was marked for identification, as of this date.) MR. KINGSTON: Can I borrow your companies.	
and object to this line of questioning as beyond the scope and irrelevant. BY MR. KINGSTON: Q. And at any point when Windstream beyond the scope and irrelevant. MR. KINGSTON: MR. KIN	
beyond the scope and irrelevant. 5 BY MR. KINGSTON: 6 Q. And at any point when Windstream 7 was these millions of dollars more than 60 8 days or at 60 days past due, did you instruct 9 anybody to disconnect any services 10 A. I did not, no. 10 (Plaintiffs' Exhibit Number 49 was 12 Clearwater, Florida, a Windstream account? 12 Clearwater, Florida, a Windstream account? 13 A. Yes. 4 to have their list. 5 MR. KINGSTON: 49? 6 THE COURT REPORTER: Uh-huh. 7 MR. KINGSTON: Ms. Marney is markingI do that to you every time. 9 I'll stop. I'm sorry. 10 (Plaintiffs' Exhibit Number 49 was 14 marked for identification, as of this 15 date.) 13 MR. KINGSTON: Can I borrow your contents to the point of	
5 BY MR. KINGSTON: 5 MR. KINGSTON: 49? 6 Q. And at any point when Windstream 6 THE COURT REPORTER: Uh-huh. 7 was these millions of dollars more than 60 7 MR. KINGSTON: Ms. Marney is 8 days or at 60 days past due, did you instruct 9 anybody to disconnect any services 9 I'll stop. I'm sorry. 10 A. I did not, no. 10 (Plaintiffs' Exhibit Number 49 was 11 Q. Okay. You referenced a disconnect in 11 marked for identification, as of this 12 Clearwater, Florida, a Windstream account? 12 date.) 13 A. Yes. 13 MR. KINGSTON: Can I borrow your contributions of the country of	
Q. And at any point when Windstream was these millions of dollars more than 60 days or at 60 days past due, did you instruct anybody to disconnect any services A. I did not, no. Q. Okay. You referenced a disconnect in Clearwater, Florida, a Windstream account? A. Yes. GHE COURT REPORTER: Uh-huh. MR. KINGSTON: Ms. Marney is markingI do that to you every time. I'll stop. I'm sorry. (Plaintiffs' Exhibit Number 49 was marked for identification, as of this date.) MR. KINGSTON: Can I borrow your companies.	
7 was these millions of dollars more than 60 8 days or at 60 days past due, did you instruct 9 anybody to disconnect any services 10 A. I did not, no. 11 Q. Okay. You referenced a disconnect in 12 Clearwater, Florida, a Windstream account? 13 A. Yes. 17 MR. KINGSTON: Ms. Marney is markingI do that to you every time. 18 markingI do that to you every time. 19 (Plaintiffs' Exhibit Number 49 was marked for identification, as of this date.) 11 MR. KINGSTON: Can I borrow your contents.	
8 days or at 60 days past due, did you instruct 9 anybody to disconnect any services 10 A. I did not, no. 11 Q. Okay. You referenced a disconnect in 12 Clearwater, Florida, a Windstream account? 13 A. Yes. 8 markingI do that to you every time. 9 I'll stop. I'm sorry. 10 (Plaintiffs' Exhibit Number 49 was marked for identification, as of this date.) 12 date.) 13 MR. KINGSTON: Can I borrow your contribution.	
9 anybody to disconnect any services 9 I'll stop. I'm sorry. 10 A. I did not, no. 10 (Plaintiffs' Exhibit Number 49 was 11 Q. Okay. You referenced a disconnect in 11 marked for identification, as of this 12 Clearwater, Florida, a Windstream account? 12 date.) 13 A. Yes. 13 MR. KINGSTON: Can I borrow your contribution.	
10 A. I did not, no. 10 (Plaintiffs' Exhibit Number 49 was 11 Q. Okay. You referenced a disconnect in 12 Clearwater, Florida, a Windstream account? 13 A. Yes. 10 (Plaintiffs' Exhibit Number 49 was marked for identification, as of this date.) 13 MR. KINGSTON: Can I borrow your companies.	
11 Q. Okay. You referenced a disconnect in 12 Clearwater, Florida, a Windstream account? 13 A. Yes. 11 marked for identification, as of this 12 date.) 13 MR. KINGSTON: Can I borrow your contribution.	
12 Clearwater, Florida, a Windstream account? 13 A. Yes. 13 MR. KINGSTON: Can I borrow your c	
13 A. Yes. 13 MR. KINGSTON: Can I borrow your c	
	opy
14 Q. Was that because of a network outage? 14 for a moment? I'll return it in just a	TJ
15 A. I do believe that one was a network 15 second.	
16 outage. 16 (Off the record discussion.)	
17 Q. Okay. There was a disconnect of a 17 BY MR. KINGSTON:	
18 an account in let me back up. 18 Q. Mr. Gunzel, directing your attention	
19 Do you have an understanding as to 19 to Exhibit 49. I read that to be an	
20 whether or not Charter reached out to Windstream 20 electronic-mail message from somebody at Char	ter
21 seeking assistance in identifying last-mile 21 to somebody at Windstream seeking information	
22 accounts so those accounts can be placed in 22 about last-mile accounts.	
23 protective status? 23 Have I correctly identified	
24 A. I do. 24 Exhibit 49?	
25 Q. And did Charter reach out to 25 A. Yes.	
· ·	
Page 59 Page	
1 F. Gunzel - 9/19/2019 1 F. Gunzel - 9/19/2019	J 0
2 Q. And I read is that who is Chris 2 A. Yes,	
3 Czekaj? 3 (Plaintiffs' Exhibit Number 50 was	
4 A. Chris Czekaj is one of the sales 4 marked for identification, as of this	
5 leaders within our strategic channel. 5 date.)	
6 Q. And Mr. Czekaj's last name is spelled 6 BY MR. KINGSTON:	
	,,, <u> </u>
7 C-Z-E-K-A-J; is that correct? 7 Q. Mr. Gunzel, Ms. Marney has handed y 8 A. That is correct. 8 Exhibit 50, which is a multi-page document. It	
9 Q. And I read Mr. Czekaj's April 17, 9 a includes an electronic mail message from	·
10 2019, correspondence in the second paragraph as 10 Terrence Ross, counsel for Windstream, to John	
10 2019, correspondence in the second paragraph as 10 Terrence Ross, counser for windstream, to John 11 follows: "Following up on our conversation on 11 Kingston, Brian Hockett, and copying a number	
12 April 5, 2019, Spectrum business, again, requests 12 other lawyers.	OI
13 that Windstream provides a full list of all end 13 Have I correctly described	
14 users with Spectrum coax-based services. We will 14 Exhibit 50?	
15 compare your site list against our records. If 15 A. Yes.	
16 any sites previously not identified are found in 16 Q. And I read the first sentence of	
17 your site list, we will apply protections against 17 I'm going to direct your attention, sir, to	
18 service interruptions due to nonpay to these 18 Mr. Pocc's April 18 e-mail	
18 service interruptions due to nonpay to these 18 Mr. Ross's April 18 e-mail.	
19 sites." 19 A. Okay.	
19 sites." 19 A. Okay. 20 Have I read that correctly? 20 Q. I read the first sentence of	
19 sites." 20 Have I read that correctly? 21 A. Yes. 19 A. Okay. 20 Q. I read the first sentence of 21 Mr. Ross's e-mail as follows: "The attached	
19 sites." 20 Have I read that correctly? 21 A. Yes. 22 Q. And so is generally the idea 23 Q. And so is generally the idea 24 A. Yes. 25 A. Okay. 26 Q. I read the first sentence of 27 Mr. Ross's e-mail as follows: "The attached 28 letter was sent yesterday by an employee of your	
19 sites." 20 Have I read that correctly? 21 A. Yes. 22 Q. And so is generally the idea 23 Windstream give us your list so we can compare 24 A. Okay. 26 Q. I read the first sentence of 27 Mr. Ross's e-mail as follows: "The attached 28 letter was sent yesterday by an employee of your 29 client, Charter Communications, Chris Czekaj,	ю
19 sites." 19 A. Okay. 20 Have I read that correctly? 20 Q. I read the first sentence of 21 A. Yes. 21 Mr. Ross's e-mail as follows: "The attached 22 Q. And so is generally the idea 22 letter was sent yesterday by an employee of your	ю

	230 Fy 17	01 21	
	Page 61		Page 62
1	F. Gunzel - 9/19/2019	1	F. Gunzel - 9/19/2019
2	Have I read that correctly?	2	interrogatory or propounded, no.
3	A. Yes.	3	Q. So that was a conversation you
4	Q. And is Ms. Dale's name spelled	4	weren't involved in at Charter or, excuse
5	J-E-A-N-N-E, D-A-L-E?	5	me yeah, at Charter?
6	A. Yes.	6	A. I was not.
7	Q. And if you look to the very last page	7	Q. All right. I read Mr. Ross's next
8	of Exhibit 50, do you see the letter in question?	8	line as follows: "It is inappropriate for your
9	A. I do.	9	client to directly contact our client on issues
10	Q. All right. And then directing your	10	that are the subject of this litigation."
11	attention back to the first page, I read Mr. Ross	11	Have I read that correctly?
12	to continue: "As you will see, the letter does	12	A. Yes.
13	not relate to routine, day-to-day operational	13	Q. And so I read that to be Windstream's
14	issues, rather it directly relates to an issue in	14	lawyer telling Charter don't have your clients
15	the adversary proceeding between our respective	15	talk to our client about the last-mile customer
16	clients. Indeed, it is the subject of	16	list.
17	interrogatory number 1 propounded by Charter to	17	Do you read it the same way, sir?
18	Windstream in this litigation."	18	A. I do.
19	Have I read that correctly?	19	Q. Mr. Ross continues: "Indeed, I
20	A. You have.	20	specifically told you yesterday during our call
21	Q. Was it your understanding that	21	that I understood your request relating to last mile customers and I would address it."
22	Charter propounded an interrogatory to Windstream	22	
23	seeking the identities of all the last-mile	24	Have I read that correctly? A. You have.
24	customers so those customers could be protected?	25	MR. JUSTUS: John, I just object that
25	A. I don't recall that neither	23	MR. JOSTOS. John, Tjust object unit
	Page 63		Page 64
1	F. Gunzel - 9/19/2019	1	F. Gunzel - 9/19/2019
2	the document speaks for itself.	2	Q. And I will just direct your attention
3	MR. KINGSTON: Very good.	3	to the first paragraph where Mr. Ross states as
4	MR. JUSTUS: he hasn't seen it, we	4	follows:
5	don't need to read it into the record.	5	"On or about February 26, 2019, Adam
6	BY MR. KINGSTON:	6	Zonville (ph.) of Windstream provided the
7	Q. Let me ask you this question. Does	7	attached Excel spreadsheet to Carrie Taylor (ph.)
8	having all the correspondence and communications	8	at Charter. We believe that this spreadsheet
9	related to identifying the last-mile customers	9	contains the names of all last-mile customers at
10	funneled through lawyers make it easier or harder	10	Windstream serviced by Charter and known to
11	to quickly identify and protect those customers?	11	Windstream as of that date.
12	A. Much harder.	12	"As you know, Windstream has not been
13	(Plaintiffs' Exhibit Number 51 was	13	allowed to add any new last-mile customers after
14	marked for identification, as of this	14	February 28, 2019. Accordingly, this list should
15	date.)	15	relatively reliable."
16	BY MR. KINGSTON:	16	Have I read that correctly, sir?
17	Q. Mr. Gunzel, Ms. Marney has handed you	17	A. You have.
18	a document that's been labeled Exhibit	18	Q. Do you know the list that's being
19	THE COURT REPORTER: 51.	19	referred to there?
20	BY MR. KINGSTON:	20	A. I do.
21	Q 51. Exhibit 51 appears to be	21	Q. How many customers were identified on
22 23	correspondence from Mr. Ross to Mr. Kingston and	22	that list?
	Mr. Hockett, again, copying some other attorneys.	23	A. Approximately 4500.
	Do you see that sir?	24	O And that's approximately 10 000 favor
24	Do you see that, sir? A. I do.	24 25	Q. And that's approximately 10,000 fewer than the accounts that Charter was able to
	Do you see that, sir? A. I do.	24 25	Q. And that's approximately 10,000 fewer than the accounts that Charter was able to

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	Page 65		Page 66
1	F. Gunzel - 9/19/2019	1	F. Gunzel - 9/19/2019
2	identify?	2	Q. The Physicians Healthcare disconnect
3	A. Correct.	3	referenced in Ohio was an account that also was
4	Q. And do you agree with the assertion	4	not on the list of accounts provided by
5	that the list is relatively reliable?	5	Windstream?
6	A. I don't.	6	A. That is correct.
7	Q. And to your knowledge, has Windstream	7	Q. The CityMD disconnect that has been
8	ever provided a more complete list than that	8	identified by Windstream, that one was also not
9	which was provided on February 28 of 2019 or,	9	on the list of 4500 accounts provided by
10	excuse me, February 26 of 2019, as referenced in	10	Windstream; is that true?
11	Mr. Ross's e-mail?	11	A. That is true.
12	A. Not to my knowledge. There was not a	12	Q. Okay. With respect to the GNC
13	second list.	13	account in Texas, was that account disconnected
14	Q. By declining to provide Charter with	14	because one of the 25,000 employees customer
15	a list of customers of last-mile customers,	15	care employees accidently applied a one-time
16	did Windstream make it easier or harder for	16	truck-roll charge
17	Charter to identify and protect those customers	17	(Clarification requested by the Court
18	from disconnection?	18	Reporter.)
 19	MR. JUSTUS: Object to form.	19	BY MR. KINGSTON:
20	THE WITNESS: Harder.	20	Q truck-roll charge to a service
21	BY MR. KINGSTON:	21	account?
22	Q. The GNC disconnect in Texas was not	22	A. Yes.
23	on the list provided by of 4500 accounts	23	Q. And so what's a truck-roll charge?
24	provided by Windstream; isn't that true, sir?	24	A. It's a fee for us to send a service
25	A. That is true.	25	technician to your location for repair.
	Page 67		Page 68
1	F. Gunzel - 9/19/2019	1	F. Gunzel - 9/19/2019
2	Q. And was that in April or May? I	2	Q. So just to summarize for the GNC
3	can't recall.	3	account in Texas, it was never identified by
4	A. I believe	4	Windstream on its list of accounts, true?
5	May.	5	A. True.
6	Q. And so in May of 2019, a single GNC	6	Q. It was a post-petition \$120
7	location was accidently disconnected because one	7	truck-roll charge?
8	of 25,000 employees accidently applied a charge	8	A. True.
9	to an account to which a charge should never be	9	Q. The truck-roll charge of \$120 was
10	applied?	10	accidently applied to a Windstream service
11	A. Correct.	11	account by one of Charter's 25,000 customer care
12	Q. Okay. And at the time that that GNC	12	employees?
13	account was disconnected in May of 2019,	13	A. True.
14	Windstream was 60 days past due on \$3.3 million?	14	Q. And at that time, there had been no
15	A. That is correct.	15	instruction from you to take any steps to
16	Q. Did you ever give any anybody any	16	disconnect Windstream customers or Windstream
17	instructions to disconnect Windstream or any part	17	last-mile customers despite the fact that
18	of Windstream because of that \$3.3 million in	18	Windstream was, at that time, 60 days past due on
19	post-petition debt that was 60 days past due?	19	\$3.3 million of post-petition debt?
20	A. I did not.	20	A. Correct.
21	Q. And the \$120 truck-roll charge that	21	Q. Okay. The Signature Healthcare
22	was accidently applied to the GNC account, was	22	account in Ohio, was that also the product of a
23	that a post-petition truck-roll charge?	23	one-time charge being accidently applied to a
24	A. That was a post-petition truck-roll	24	child or service account?
25	account.	25	A. I don't know.
		1	

		of 21	
	Page 69		Page 70
1	F. Gunzel - 9/19/2019	1	F. Gunzel - 9/19/2019
2	Q. At the time that the Signature	2	BY MR. KINGSTON:
3	Healthcare account was disconnected, was that	3	Q. Was the Signature Healthcare
4	disconnect the product of any order that you	4	disconnection an accident or on purpose?
5	gave?	5	A. It was an accident.
6	A. It was not.	6	Q. Was the Signature Healthcare
7	Q. Was it the product of an accidental	7	disconnect an attempt to collect a debt?
8	error by one of the 25,000 Charter employees?	8	A. It was not.
9	A. Most likely.	9	Q. And, I guess, likewise, there was a
10	Q. At that time when was the	10	CityMD disconnect in June.
11	Signature Healthcare one? That was May of 2019?	11	Was the CityMD disconnect in June an
12	I have it.	12	accident or on purpose?
13	A. You have it?	13	A. It was an accident.
14	Q. If you direct your attention to	14	Q. In June of 2019, how much money was
15	Exhibit 45, you see reference to a May 16, 2019,	15	Windstream owing in post-petition debt that was
16	disconnect?	16	60 days past due?
17	A. Yeah, I got it.	17	A. Nothing in June; however, in July
18	Q. So let me ask you, Mr. Gunzel, if you	18	there was 2.4 million.
19	weren't going to disconnect Windstream for being	19	Q. Okay. Was the June disconnect
20	60 days past due on \$3.3 million, would you	20	authorized or ordered by you?
21	disconnect Windstream for a couple hundred	21	A. Was not.
22	dollars that were a one-time charge to Signature	22	Q. Was the June disconnect an effort to
23	Healthcare?	23	collect a debt?
24	MR. JUSTUS: Object to form.	24	A. It was not.
	THE WITNESS: I would not.	25	Q. It was an accident among one of
1	F. Gunzel - 9/19/2019	1 .	
	1. Gamer 7/17/2017	1	F. Gunzel - 9/19/2019
2	25,000 different employees?	2	F. Gunzel - 9/19/2019 over.
2 3			
	25,000 different employees?	2	over.
3	25,000 different employees? A. Yes.	2 3	over. BY MR. KINGSTON:
3 4	25,000 different employees?A. Yes.Q. Giving your given that Charter	2 3 4	over. BY MR. KINGSTON: Q. Mr. Gunzel, do you mind if I do that?
3 4 5	25,000 different employees? A. Yes. Q. Giving your given that Charter provides services to Windstream's last-mile	2 3 4 5	over. BY MR. KINGSTON: Q. Mr. Gunzel, do you mind if I do that? A. I do not.
3 4 5 6	25,000 different employees? A. Yes. Q. Giving your given that Charter provides services to Windstream's last-mile customers, does Charter know when those customers	2 3 4 5 6	over. BY MR. KINGSTON: Q. Mr. Gunzel, do you mind if I do that? A. I do not. Q. So as far as Charter is aware, the
3 4 5 6 7 8 9	25,000 different employees? A. Yes. Q. Giving your given that Charter provides services to Windstream's last-mile customers, does Charter know when those customers cancel their service with Windstream? A. Only after Windstream communicates with us.	2 3 4 5 6 7 8	over. BY MR. KINGSTON: Q. Mr. Gunzel, do you mind if I do that? A. I do not. Q. So as far as Charter is aware, the number of last-mile customers that Windstream has lost related to disconnects is zero? A. Related to non-pay disconnects. They
3 4 5 6 7 8 9	25,000 different employees? A. Yes. Q. Giving your given that Charter provides services to Windstream's last-mile customers, does Charter know when those customers cancel their service with Windstream? A. Only after Windstream communicates with us. Q. All right. So if a customer if a	2 3 4 5 6 7 8 9	over. BY MR. KINGSTON: Q. Mr. Gunzel, do you mind if I do that? A. I do not. Q. So as far as Charter is aware, the number of last-mile customers that Windstream has lost related to disconnects is zero? A. Related to non-pay disconnects. They could have lost customers related to voluntary
3 4 5 6 7 8 9 10	25,000 different employees? A. Yes. Q. Giving your given that Charter provides services to Windstream's last-mile customers, does Charter know when those customers cancel their service with Windstream? A. Only after Windstream communicates with us. Q. All right. So if a customer if a last-mile customer leaves Windstream, Windstream	2 3 4 5 6 7 8 9 10	over. BY MR. KINGSTON: Q. Mr. Gunzel, do you mind if I do that? A. I do not. Q. So as far as Charter is aware, the number of last-mile customers that Windstream has lost related to disconnects is zero? A. Related to non-pay disconnects. They could have lost customers related to voluntary disconnects.
3 4 5 6 7 8 9 10 11	25,000 different employees? A. Yes. Q. Giving your given that Charter provides services to Windstream's last-mile customers, does Charter know when those customers cancel their service with Windstream? A. Only after Windstream communicates with us. Q. All right. So if a customer if a last-mile customer leaves Windstream, Windstream will notify you that that account needs to be	2 3 4 5 6 7 8 9 10 11	over. BY MR. KINGSTON: Q. Mr. Gunzel, do you mind if I do that? A. I do not. Q. So as far as Charter is aware, the number of last-mile customers that Windstream has lost related to disconnects is zero? A. Related to non-pay disconnects. They could have lost customers related to voluntary disconnects. Q. So as far as Charter is aware, the
3 4 5 6 7 8 9 10 11 12	25,000 different employees? A. Yes. Q. Giving your given that Charter provides services to Windstream's last-mile customers, does Charter know when those customers cancel their service with Windstream? A. Only after Windstream communicates with us. Q. All right. So if a customer if a last-mile customer leaves Windstream, Windstream will notify you that that account needs to be turned off?	2 3 4 5 6 7 8 9 10 11 12 13	over. BY MR. KINGSTON: Q. Mr. Gunzel, do you mind if I do that? A. I do not. Q. So as far as Charter is aware, the number of last-mile customers that Windstream has lost related to disconnects is zero? A. Related to non-pay disconnects. They could have lost customers related to voluntary disconnects. Q. So as far as Charter is aware, the number of customers that Windstream has lost
3 4 5 6 7 8 9 10 11 12 13	25,000 different employees? A. Yes. Q. Giving your given that Charter provides services to Windstream's last-mile customers, does Charter know when those customers cancel their service with Windstream? A. Only after Windstream communicates with us. Q. All right. So if a customer if a last-mile customer leaves Windstream, Windstream will notify you that that account needs to be turned off? A. Correct.	2 3 4 5 6 7 8 9 10 11 12 13	over. BY MR. KINGSTON: Q. Mr. Gunzel, do you mind if I do that? A. I do not. Q. So as far as Charter is aware, the number of last-mile customers that Windstream has lost related to disconnects is zero? A. Related to non-pay disconnects. They could have lost customers related to voluntary disconnects. Q. So as far as Charter is aware, the number of customers that Windstream has lost because of non non-paid disconnects under the
3 4 5 6 7 8 9 10 11 12 13 14	25,000 different employees? A. Yes. Q. Giving your given that Charter provides services to Windstream's last-mile customers, does Charter know when those customers cancel their service with Windstream? A. Only after Windstream communicates with us. Q. All right. So if a customer if a last-mile customer leaves Windstream, Windstream will notify you that that account needs to be turned off? A. Correct. Q. Has Windstream notified you that any	2 3 4 5 6 7 8 9 10 11 12 13 14	over. BY MR. KINGSTON: Q. Mr. Gunzel, do you mind if I do that? A. I do not. Q. So as far as Charter is aware, the number of last-mile customers that Windstream has lost related to disconnects is zero? A. Related to non-pay disconnects. They could have lost customers related to voluntary disconnects. Q. So as far as Charter is aware, the number of customers that Windstream has lost because of non non-paid disconnects under the last-mile contract is zero?
3 4 5 6 7 8 9 10 11 12 13 14 15	25,000 different employees? A. Yes. Q. Giving your given that Charter provides services to Windstream's last-mile customers, does Charter know when those customers cancel their service with Windstream? A. Only after Windstream communicates with us. Q. All right. So if a customer if a last-mile customer leaves Windstream, Windstream will notify you that that account needs to be turned off? A. Correct. Q. Has Windstream notified you that any last-mile customer accounts need to be turned	2 3 4 5 6 7 8 9 10 11 12 13 14 15	over. BY MR. KINGSTON: Q. Mr. Gunzel, do you mind if I do that? A. I do not. Q. So as far as Charter is aware, the number of last-mile customers that Windstream has lost related to disconnects is zero? A. Related to non-pay disconnects. They could have lost customers related to voluntary disconnects. Q. So as far as Charter is aware, the number of customers that Windstream has lost because of non non-paid disconnects under the last-mile contract is zero? A. Correct.
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3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	25,000 different employees? A. Yes. Q. Giving your given that Charter provides services to Windstream's last-mile customers, does Charter know when those customers cancel their service with Windstream? A. Only after Windstream communicates with us. Q. All right. So if a customer if a last-mile customer leaves Windstream, Windstream will notify you that that account needs to be turned off? A. Correct. Q. Has Windstream notified you that any last-mile customer accounts need to be turned off? A. Not that I'm aware of.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	over. BY MR. KINGSTON: Q. Mr. Gunzel, do you mind if I do that? A. I do not. Q. So as far as Charter is aware, the number of last-mile customers that Windstream has lost related to disconnects is zero? A. Related to non-pay disconnects. They could have lost customers related to voluntary disconnects. Q. So as far as Charter is aware, the number of customers that Windstream has lost because of non non-paid disconnects under the last-mile contract is zero? A. Correct. Q. All right. And Charter services 14,000-plus accounts
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3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	25,000 different employees? A. Yes. Q. Giving your given that Charter provides services to Windstream's last-mile customers, does Charter know when those customers cancel their service with Windstream? A. Only after Windstream communicates with us. Q. All right. So if a customer if a last-mile customer leaves Windstream, Windstream will notify you that that account needs to be turned off? A. Correct. Q. Has Windstream notified you that any last-mile customer accounts need to be turned off? A. Not that I'm aware of. Q. So as far as Charter's aware, the number of customers that Windstream has lost through the last-mile so as far as Charter's	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	over. BY MR. KINGSTON: Q. Mr. Gunzel, do you mind if I do that? A. I do not. Q. So as far as Charter is aware, the number of last-mile customers that Windstream has lost related to disconnects is zero? A. Related to non-pay disconnects. They could have lost customers related to voluntary disconnects. Q. So as far as Charter is aware, the number of customers that Windstream has lost because of non non-paid disconnects under the last-mile contract is zero? A. Correct. Q. All right. And Charter services 14,000-plus accounts A. Yes. Q under the last-mile contract? A. Yes.
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	25,000 different employees? A. Yes. Q. Giving your given that Charter provides services to Windstream's last-mile customers, does Charter know when those customers cancel their service with Windstream? A. Only after Windstream communicates with us. Q. All right. So if a customer if a last-mile customer leaves Windstream, Windstream will notify you that that account needs to be turned off? A. Correct. Q. Has Windstream notified you that any last-mile customer accounts need to be turned off? A. Not that I'm aware of. Q. So as far as Charter's aware, the number of customers that Windstream has lost through the last-mile so as far as Charter's aware	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	over. BY MR. KINGSTON: Q. Mr. Gunzel, do you mind if I do that? A. I do not. Q. So as far as Charter is aware, the number of last-mile customers that Windstream has lost related to disconnects is zero? A. Related to non-pay disconnects. They could have lost customers related to voluntary disconnects. Q. So as far as Charter is aware, the number of customers that Windstream has lost because of non non-paid disconnects under the last-mile contract is zero? A. Correct. Q. All right. And Charter services 14,000-plus accounts A. Yes. Q under the last-mile contract? A. Yes. Q. If the last-mile contract is
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	25,000 different employees? A. Yes. Q. Giving your given that Charter provides services to Windstream's last-mile customers, does Charter know when those customers cancel their service with Windstream? A. Only after Windstream communicates with us. Q. All right. So if a customer if a last-mile customer leaves Windstream, Windstream will notify you that that account needs to be turned off? A. Correct. Q. Has Windstream notified you that any last-mile customer accounts need to be turned off? A. Not that I'm aware of. Q. So as far as Charter's aware, the number of customers that Windstream has lost through the last-mile so as far as Charter's aware (Clarification requested by the Court	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	over. BY MR. KINGSTON: Q. Mr. Gunzel, do you mind if I do that? A. I do not. Q. So as far as Charter is aware, the number of last-mile customers that Windstream has lost related to disconnects is zero? A. Related to non-pay disconnects. They could have lost customers related to voluntary disconnects. Q. So as far as Charter is aware, the number of customers that Windstream has lost because of non non-paid disconnects under the last-mile contract is zero? A. Correct. Q. All right. And Charter services 14,000-plus accounts A. Yes. Q under the last-mile contract? A. Yes. Q. If the last-mile contract is terminated, will service to those 14,000-plus
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	25,000 different employees? A. Yes. Q. Giving your given that Charter provides services to Windstream's last-mile customers, does Charter know when those customers cancel their service with Windstream? A. Only after Windstream communicates with us. Q. All right. So if a customer if a last-mile customer leaves Windstream, Windstream will notify you that that account needs to be turned off? A. Correct. Q. Has Windstream notified you that any last-mile customer accounts need to be turned off? A. Not that I'm aware of. Q. So as far as Charter's aware, the number of customers that Windstream has lost through the last-mile so as far as Charter's aware	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	over. BY MR. KINGSTON: Q. Mr. Gunzel, do you mind if I do that? A. I do not. Q. So as far as Charter is aware, the number of last-mile customers that Windstream has lost related to disconnects is zero? A. Related to non-pay disconnects. They could have lost customers related to voluntary disconnects. Q. So as far as Charter is aware, the number of customers that Windstream has lost because of non non-paid disconnects under the last-mile contract is zero? A. Correct. Q. All right. And Charter services 14,000-plus accounts A. Yes. Q under the last-mile contract? A. Yes. Q. If the last-mile contract is



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	Page 77	Page 78
1	oOo	1 oOo
2	J U R A T	2 ERRATA SHEET
3		3 CASE: In re: WINDSTREAM HOLDINGS, INC., et al;
4	STATE OF CONNECTICUT)	WINDSTREAM HOLDINGS, INC., et al., v.
) ss.	4 CHARTER COMMUNICATIONS, INC., et al.
5	COUNTY OF)	5 WITNESS: FREDERICK GUNZEL
6		6 DEPOSITION DATE: SEPTEMBER 19, 2019
7		7 PAGE LINE
8	I,FREDERICK GUNZEL, the witness herein,	8 CHANGE:
9	having read the foregoing testimony of the pages of	9 REASON:
10	this deposition, do hereby certify it to be a true	10 CHANGE:
11	and correct transcript, subject to corrections, if	11 REASON:
12	any, shown on the attached page(s).	12CHANGE:
13		13 REASON:
14		14 CHANGE:
15	EDEDEDICK OF BUILD	15 REASON:
16	FREDERICK GUNZEL	16 CHANGE:
17		17 REASON:
18 19		18CHANGE:
20	Subscribed and sworn to before me this	19 REASON:
21	Subscribed and sworn to before the this	20 CHANGE:
21	day of, 2019	21 REASON:
22	day of, 2017	22 CHANGE:
23		23 REASON:
24		24 CHANGE:
25	Notary Public	25 REASON:

Debtor

Defendants' Designations and Counter Designations

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Page 1	Page 2
IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK	1 oOo 2 APPEARANCES:
CHAPTER 11 CASE NO. 19-22312(RDD)	3 4 REPRESENTING THE DEBTORS/PLAINTIFFS:
In re:	5 KATTEN MUCHIN ROSENMAN, LLP
WINDSTREAM HOLDINGS, INC., et al.,	6 2900 K Street NW 7 North Tower - Suite 200
Debtors,	8 Washington, D.C. 20007-5118
WINDSTREAM HOLDINGS, INC., et al., Plaintiffs, vs.	9 10 BY: MICHAEL R. JUSTUS, ESQ. 11
CHARTER COMMUNICATIONS, INC., and CHARTER COMMUNICATIONS OPERATING, LLC,	12 13
Defendants.	14 REPRESENTING THE DEFENDANTS:
/	15 THOMPSON COBURN, LLP
The videotaped 30(b)(6) deposition of	16 One US Bank Plaza
MATTHEW KARDOS, in his capacity as designated	17 St. Louis, Missouri 63101
corporate representative for defendants, was taken	18
at the law offices of Wiggin and Dana, LLP, Two Stamford Plaza, Stamford, Connecticut, before	19 BY: JOHN KINGSTON, ESQ.
Mercedes Marney-Sheldon, CT-LSR #530, a registered	20
professional reporter in the state of Connecticut	21 BY: NINO PRZULJ, ESQ.
and a notary public for the State of Connecticut, on Thursday, September 19, 2019, at 4:30 p.m.	22 23
Thursday, september 15, 2015, at 1100 pilm	23
	25
Page 3	Page 4
1 0Oo 2 APPEARANCES:	1
3	3 TESTIMONY OF: MATTHEW KARDOS
4 REPRESENTING THE OFFICIAL COMMITTEE and UNSECURED CREDITORS:	4 EXAMINATIONS PAGE 5 Direct examination by Mr. Justus 8
5	6 Cross-examination by Mr. Kingston 21
MODDICON & FOEDCTED IID	
MORRISON & FOERSTER, LLP	7 Redirect examination by Mr. Justus 24
6 250 West 55th Street	8 9 INFORMATION REQUEST PAGE
6 250 West 55th Street 7 New York, New York 10019-9601 8	8 9
6 250 West 55th Street 7 New York, New York 10019-9601 8	8 9
6 250 West 55th Street 7 New York, New York 10019-9601 8	8 9INFORMATION REQUEST PAGE 10 REQUESTS: 11 Request by Mr. Kingston to mark 23 Exhibit 43 as "Attorneys' Eyes Only"
6 250 West 55th Street 7 New York, New York 10019-9601 8 9 BY: JOCELYN E. GREER, ESQ. 10	8 9
6 250 West 55th Street 7 New York, New York 10019-9601 8 9 BY: JOCELYN E. GREER, ESQ. 10 11 12 ALSO PRESENT:	8 9
6 250 West 55th Street 7 New York, New York 10019-9601 8 9 BY: JOCELYN E. GREER, ESQ. 10 11 12	8 9
6 250 West 55th Street 7 New York, New York 10019-9601 8 9 BY: JOCELYN E. GREER, ESQ. 10 11 12 ALSO PRESENT: 13 SERENA PARKER 14 Charter Communications, Inc.	8 9
6 250 West 55th Street 7 New York, New York 10019-9601 8 9 BY: JOCELYN E. GREER, ESQ. 10 11 12 ALSO PRESENT: 13 SERENA PARKER	8 9
6 250 West 55th Street 7 New York, New York 10019-9601 8 9 BY: JOCELYN E. GREER, ESQ. 10 11 12 ALSO PRESENT: 13 SERENA PARKER 14 Charter Communications, Inc. 15 ADAM VENURINI, Videographer 16 17	8 9
6 250 West 55th Street 7 New York, New York 10019-9601 8 BY: JOCELYN E. GREER, ESQ. 10 11 12 ALSO PRESENT: 13 SERENA PARKER 14 Charter Communications, Inc. 15 ADAM VENURINI, Videographer 16	8 9
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2	INDEX CONTINUED	2	
3	E X H I B I T S	3	STIPULATIONS
4	MARKED FOR IDENTIFICATION PAGE	4 5	It is stipulated by counsel for the parties
5	Plaintiffs' Exhibit 43 23	6	that all objections are reserved until the time of
6	Some information from responses	7	trial, except those objections as are directed to
	to direct-mail mailings	8	the form of the question.
7	("Attorneys' Eyes Only")	9	It is stimulated and agreed between counsel
8		10	It is stipulated and agreed between counsel
9	(Exhibits were retained by the court reporter)		for the parties that the proof of the authority of
10	• • • • • • • • • • • • • • • • • • • •	11	
11		1.0	the notary before whom this deposition is taken is
12		12	waived.
13		13	warveu.
14		14	It is further stipulated that any defects
15		15	in the notice are waived.
16		16	Tris Contour d'autor 1 dest des aux l'acces 1
17		17	It is further stipulated that the reading and
18		'	signing of the deposition transcript by the witness
19		18	
20		1	may be signed before any notary public.
21		19 20	* * * * * *
22		21	
23		22	
24		23	
25		24	
23		25	
	Page 7		Page 8
1	M. Kardos - 09/19/19	1	M. Kardos - 09/19/19
2	THE VIDEOGRAPHER: This is Tape 1.	2	behalf of defendants. With me is
3	We are on the record at 4:30 p.m. on	3	Nino Przulj and Serena Parker.
4	Thursday, September 19, 2019.	4	THE VIDEOGRAPHER: Okay. Will the
5	This is the 30(b)(6) testimony of	5	,
			court reporter please swear in the
6	* * * * * * * * * * * * * * * * * * * *		court reporter please swear in the
6	Matthew Kardos, in the matter of	6	court reporter please swear in the witness.
7	Matthew Kardos, in the matter of Windstream Holding v. Charter.	6 7	witness.
7 8	Matthew Kardos, in the matter of Windstream Holding v. Charter. This deposition is being held at the	6 7 8	witness. MATTHEW KARDOS,
7 8 9	Matthew Kardos, in the matter of Windstream Holding v. Charter. This deposition is being held at the offices of Wiggin and Dana, LLP, located	6 7 8 9	witness. MATTHEW KARDOS, called as a witness, having been first
7 8 9 10	Matthew Kardos, in the matter of Windstream Holding v. Charter. This deposition is being held at the offices of Wiggin and Dana, LLP, located at Two Stamford Plaza, Stamford,	6 7 8 9	witness. MATTHEW KARDOS, called as a witness, having been first duly sworn in by the court reporter,
7 8 9 10 11	Matthew Kardos, in the matter of Windstream Holding v. Charter. This deposition is being held at the offices of Wiggin and Dana, LLP, located at Two Stamford Plaza, Stamford, Connecticut 06901.	6 7 8 9 10 11	witness. MATTHEW KARDOS, called as a witness, having been first duly sworn in by the court reporter, a notary public of the State of Connecticut,
7 8 9 10 11 12	Matthew Kardos, in the matter of Windstream Holding v. Charter. This deposition is being held at the offices of Wiggin and Dana, LLP, located at Two Stamford Plaza, Stamford, Connecticut 06901. The court reporter is Mercedes Marney	6 7 8 9 10 11 12	witness. MATTHEW KARDOS, called as a witness, having been first duly sworn in by the court reporter,
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	Page 9		Page 10
1	M. Kardos - 09/19/19	1	M. Kardos - 09/19/19
2	A. I am.	2	A. I am.
3	Q. And what is your job title?	3	Q. Okay.
4	A. Vice president of competitive	4	All right, so you may have heard your
5	intelligence and performance analytics.	5	counsel and I talking off the record about a
6	Q. And how long have you been in that	6	prior witness earlier today, Ms. Atkinson.
7	role?	7	I was asking her about the
8	A. Just going on 3 1/2 years with	8	eight-hundred-and-some-thousand-people list that
9	Charter.	9	Charter's direct-mail piece was mailed out to.
10	Q. With Charter overall?	10	A. Sure.
11	A. Correct.	11	Q. And she said that there's some sort
12	Q. And how about in that specific role?	12	of models or modeling that they that Charter
13	A. So prior to Charter I was doing the	13	uses to locate where they believe Windstream
14	same role for, let's just say, another	14	customers may be located.
15	four years.	15	And I was told that you may know
16	Q. So sorry, I think I asked that wrong.	16	something about that.
17	Your current job title at Charter,	17	A. Sure.
18	how long have you held that exact title at	18	Q. So do you know what I'm talking
19	Charter?	19	about?
20	A. The same period.	20	A. I do, I do.
21	Q. 3 1/2?	21	So we use publicly-available data,
22	A. 3 1/2 years.	22	such as FCC 477 disclosures from companies,
23	Q. Okay. Thank you.	23	saying where they operate, to just get an
24	And are you based in Charter's	24	understanding of where competitors are.
			-
25	Stamford office?	25	So we would not know where the
25		25	
_	Page 11		Page 12
1	Page 11 M. Kardos - 09/19/19	1	Page 12 M. Kardos - 09/19/19
1 2	Page 11 M. Kardos - 09/19/19 customer whether or not somebody's a customer,	1 2	Page 12 M. Kardos - 09/19/19 I was just confused by that.
1 2 3	Page 11 M. Kardos - 09/19/19 customer whether or not somebody's a customer, but we would know if a company serves a household	1 2 3	Page 12 M. Kardos - 09/19/19 I was just confused by that. Thank you.
1 2 3 4	Page 11 M. Kardos - 09/19/19 customer whether or not somebody's a customer, but we would know if a company serves a household that is in Charter's footprint.	1 2 3 4	Page 12 M. Kardos - 09/19/19 I was just confused by that. Thank you. All right, so when coming up with the
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	Page 13		Page 14
	1 M. Kardos - 09/19/19	1	M. Kardos - 09/19/19
	2 on Windstream?	2	A. No.
	A. Not to my knowledge.	3	It would be pockets of multiple
	4 Q. Is that something you'd probably	4	geographies. It could be areas as small as a
	5 know?	5	census block; i.e.; 30 homes, or, as big as part
	6 A. I would know	6	of a city.
	7 Q. Okay.	7	So I couldn't tell you offhand.
	8 A yes.	8	Q. But you can find that out in the
	9 Q. So I guess that's a "no," then?	9	database you mentioned earlier?
	10 A. That's a "no."	10	A. Correct.
	Could be hiding people away.	11	MR. JUSTUS: All right, if we could
	MR. KINGSTON: We are not hiding	12	show the witness Exhibit 1, please?
	13 people away.	13	(Defendants' Exhibit Number 1 was
	14 BY MR. JUSTUS:	14	previously marked this date.)
	Q. And so just to button that up,	15	BY MR. JUSTUS:
	there's no way, that you're aware of, for Charter	16	Q. And I'll represent to you, this is
	to identify specific Windstream customers?	17	the deposition notice for today. There's
	18 A. Correct.	18	26 different topics, and Charter is putting on
_	19 Q. Okay.	19	four different witnesses, of which you are one,
	Are you aware of geographic locations	20	to talk about various topics.
	where Windstream is the only provider, so it	21	Your counsel's told me you're here
	necessarily must be Windstream that services that	22	today to talk about Topic Number 7 on page 4; so
	23 area?	23	it has to do with Windstream customers requesting
	24 A. Yes.	24	to switch services to Charter.
	Q. Are you able to name any such areas?	25	Is that something you're prepared to
		1	
	Page 15		Page 16
1	Page 15 M. Kardos - 09/19/19	1	Page 16 M. Kardos - 09/19/19
1 2		1 2	
	M. Kardos - 09/19/19		M. Kardos - 09/19/19
2	M. Kardos - 09/19/19 talk about today?	2	M. Kardos - 09/19/19 witnesses prepared to answer that?
2	M. Kardos - 09/19/19 talk about today? A. Yes.	2 3	M. Kardos - 09/19/19 witnesses prepared to answer that? MR. KINGSTON: There no. It would
2 3 4	M. Kardos - 09/19/19 talk about today? A. Yes. Q. So on Topic Number 7, it sets the	2 3 4	M. Kardos - 09/19/19 witnesses prepared to answer that? MR. KINGSTON: There no. It would be Mr. Kardos.
2 3 4 5	M. Kardos - 09/19/19 talk about today? A. Yes. Q. So on Topic Number 7, it sets the relevant time frame, from March 15, 2019, or	2 3 4 5	M. Kardos - 09/19/19 witnesses prepared to answer that? MR. KINGSTON: There no. It would be Mr. Kardos. We can get you a "ported" customer
2 3 4 5 6	M. Kardos - 09/19/19 talk about today? A. Yes. Q. So on Topic Number 7, it sets the relevant time frame, from March 15, 2019, or earlier date, that an advisement was	2 3 4 5 6	M. Kardos - 09/19/19 witnesses prepared to answer that? MR. KINGSTON: There no. It would be Mr. Kardos. We can get you a "ported" customer list comparable to one you guys gave us.
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	M. Kardos - 09/19/19 talk about today? A. Yes. Q. So on Topic Number 7, it sets the relevant time frame, from March 15, 2019, or earlier date, that an advisement was disseminated. I now know what that is, March 16th. So from March 16th to present, how many customers have switched from Windstream to Charter? A. So we do not have the ability to determine specific customers or accounts of customers who have come to Charter from other competitors. Q. No ability whatsoever? A. Beyond phone number porting data, which would tell us of customers who ported their number from Windstream to Charter. Q. So how many customers have ported their data from Windstream to Charter during the relevant time frame?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	M. Kardos - 09/19/19 witnesses prepared to answer that? MR. KINGSTON: There no. It would be Mr. Kardos. We can get you a "ported" customer list comparable to one you guys gave us. I have to think that it would be MR. JUSTUS: Maybe? MR. KINGSTON: if it's not, then it's not. But I MR. JUSTUS: So you will produce us a list, you're saying? MR. KINGSTON: We will produce a list of ported customers. We're not suggesting well, I guess we're not suggesting that that list reflects anything beyond a list of customers who ported a phone number from Windstream to Charter. But we'll provide that; we'll provide

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	Page 17		Page 18
1	M. Kardos - 09/19/19	1	M. Kardos - 09/19/19
2	list, that would only include customers who	2	phone with Windstream, and they switch to
3	ported their phone number from their prior	3	Charter, and they just choose not to port their
4	carrier; in this case, Windstream to Charter.	4	number, and they wouldn't show up on that list?
5	Right?	5	A. Correct.
6	A. Correct, whether or not they remained	6	Q. Okay.
7	in the Windstream footprint.	7	So other than the phone-porting data,
8	Q. I'm sorry, what do you mean by that?	8	what other ways would Charter have to determine
9	A. So it's possible some of those ports	9	who switched from Windstream to Charter?
10	could have moved from where Windstream delivers	10	A. There are none.
11	service to areas in Charter's footprint that	11	Q. And the phone-porting data lists the
12	Windstream does not deliver service.	12	prior carrier; is that right?
13	So we wouldn't consider all of those	13	A. Correct.
14	for switching, is my point.	14	MR. JUSTUS: So can we show the
15	Q. Okay.	15	witness Exhibit 2, please, John?
16	Yeah, I was just I'm asking about	16	MR. KINGSTON: Be happy to.
17	like a technical matter.	17	(Defendants' Exhibit Number 2 was
18	So if a customer just has Internet,	18	marked for identification as of this
19	and they want to switch their Internet service	19	date.)
20	from Windstream to Spectrum, they would not show	20	BY MR. JUSTUS:
21	up on the ported list?	21	Q. And I'll represent to you that
22	A. They would not.	22	Exhibit 2 is the complaint that Windstream filed
23	Q. And same for TV?	23	against Charter in this case. It's a big, thick
24	A. Correct.	24	document, but I'm just going to direct you to one
25	Q. And there may be customers who have	25	page, if that's okay with you?
			Fig., it mans comy with your
	Page 19		Page 20
1	Page 19		Page 20
1	M. Kardos - 09/19/19	1	M. Kardos - 09/19/19
2	M. Kardos - 09/19/19 A. That's fine.	2	M. Kardos - 09/19/19 buyout be tracked in some sort of software or
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11 You had passed the witness? 11 at Nino?	-
12 MR. JUSTUS: I have passed the 12 MR. JUSTUS: Thank you	u, though.
13 witness, correct. 13 BY MR. KINGSTON:	,
14 MR. KINGSTON: Okay. 14 Q. Mr. Kardos, do you mind	l if we start
15 15 over?	
16 CROSS-EXAMINATION 16 A. Please do.	
17 17 Q. Okay.	
18 BY MR. KINGSTON: 18 Looking at page 13 of Exh	hibit 2, do
19 Q. Mr. Kardos, directing your attention 19 you see a reproduction of a Charte	
20 to page 13 of Exhibit 2 20 mailer?	
21 MR. PRZULJ: I'm sorry, John. 21 A. Yes.	
22 Before you go on, did you want to 22 Q. And do you see a "1-855"	" number in
make your record about the stipulation we 23 the bottom left-hand corner?	number in
just entered into? 24 A. I do.	
25 MR. KINGSTON: I think he was 25 Q. And can Charter, in some	e instances
	,
Page 23	Page 24
1 M. Kardos - 09/19/19 1 M. Kardos - 09/19/19	
2 track the responses to the phone numbers listed 2 well.	
3 on direct mailings? 3 MR. JUSTUS: Okay.	
4 A. Yes. 4 BY MR. KINGSTON:	
5 Q. And did Charter do that in this 5 Q. And, Mr. Kardos, does Exh	nihit 43
6 instance? 6 reflect some of the information that	
7 A. Yes. 7 pull from mailings or, from respon	
8 MR. KINGSTON: I'm marking, as 8 direct-mail mailings?	.1555 10
9 Exhibit 43. 9 A. It does.	
10 (Off-the-record discussion.) 10 Q. And it looks like the March	2019
11 (Plaintiffs' Exhibit Number 43 was 11 incremental mailing is listed at the to	
12 marked for identification, as of this 12 A. It is.	Jh:
	a witness
,	withess.
14 (Back on the record.) 14 MR. JUSTUS: Okay. 15 MR. JUSTUS: Is this 43? 15	
	ION
	IOIN
17 And, Counsel, we have a version of 17	_
18 Exhibit 43 has been previously produced. 18 BY MR. JUSTUS:	va4 aa
19 I think when it was previously 19 Q. Sticking with Exhibit 43, ju	ISU SO
20 produced, we neglected to identify it as 20 I understand what's on here:	0. "
21 "Attorneys' Eyes Only." 21 So, mail quantity, or, "Mail (
22 REQ So we will be reproducing it, and 22 that would be the number of the dire	ect-maii
23 identifying it as "Attorneys' Eyes Only," 23 pieces that were mailed out?	
24 and we will be we would like Exhibit 43 24 A. Correct. 25 to be marked as "Attorneys' Eyes Only" as 25 Q. Okay.	

	Page 25		Page 26
1	M. Kardos - 09/19/19	1	M. Kardos - 09/19/19
2	And then "Calls" means, that's the	2	mail.
3	total number of calls received to the	3	Q. So that's people who actually
4	"1-855" number in the mailer?	4	purchased services from Spectrum
5	A. Correct.	5	A. Correct.
6	Q. What is "GRR Percent"?	6	Q after calling
7	A. Gross response rate.	7	A. Yes.
8	Q. So that's calls divided by mail	8	Q or while calling, either/or?
9	quantity?	9	And "Sales Percentage," is that sales
10	A. Correct.	10	divided by calls?
11	Q. And "Offer Calls," what does that	11	A. I don't know, but we could probably
12	mean?	12	back into it with a calculator.
13	MR. KINGSTON: I will object as to	13	Q. Yeah.
14	foundation.	14	(Clarification requested by the
15	This isn't necessarily Mr. Kardos'	15	
16	document, but he may know.	16	court reporter.) THE WITNESS: I don't know.
17	BY MR. JUSTUS:	17	(The record was read back by the
18	Q. Do you know what "Offer Calls" means?		•
19	A. I do not.	18	court reporter.)
20	Q. How about "Offer Percentage"?		THE WITNESS: Yeah.
21	A. I do not.	20	But we could probably calculate it, back into it with a calculator.
22			***************************************
23	Q. Okay. How about "Sales"?	22	BY MR. JUSTUS:
24	A. Our work orders associated with the	23	Q. Do you have any idea what "PSUs"
25	calls that responded to this piece of direct	24	means? A. Yeah, those are that's a an
			Page 28
1	Page 27 M. Kardos - 09/19/19	1	Page 28 M. Kardos - 09/19/19
1 2		1 2	
	M. Kardos - 09/19/19		M. Kardos - 09/19/19
2	M. Kardos - 09/19/19 acronym for our products, product service units;	2	M. Kardos - 09/19/19 my calculator later, but I'm guessing that's
2	M. Kardos - 09/19/19 acronym for our products, product service units; so video, Internet, and voice.	2 3	M. Kardos - 09/19/19 my calculator later, but I'm guessing that's sales divided by mail quantity?
2 3 4	M. Kardos - 09/19/19 acronym for our products, product service units; so video, Internet, and voice. Q. That's units of product sold	2 3 4	M. Kardos - 09/19/19 my calculator later, but I'm guessing that's sales divided by mail quantity? A. Per thousand pieces.
2 3 4 5	M. Kardos - 09/19/19 acronym for our products, product service units; so video, Internet, and voice. Q. That's units of product sold A. Correct.	2 3 4 5	M. Kardos - 09/19/19 my calculator later, but I'm guessing that's sales divided by mail quantity? A. Per thousand pieces. Q. Per thousand pieces. Okay.
2 3 4 5	M. Kardos - 09/19/19 acronym for our products, product service units; so video, Internet, and voice. Q. That's units of product sold A. Correct. Q from these calls?	2 3 4 5 6	M. Kardos - 09/19/19 my calculator later, but I'm guessing that's sales divided by mail quantity? A. Per thousand pieces. Q. Per thousand pieces. Okay. So I probably wouldn't have figured
2 3 4 5 6 7	M. Kardos - 09/19/19 acronym for our products, product service units; so video, Internet, and voice. Q. That's units of product sold A. Correct. Q from these calls? A. Units of product sold from the calls.	2 3 4 5 6 7	M. Kardos - 09/19/19 my calculator later, but I'm guessing that's sales divided by mail quantity? A. Per thousand pieces. Q. Per thousand pieces. Okay. So I probably wouldn't have figured that out.
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	M. Kardos - 09/19/19 acronym for our products, product service units; so video, Internet, and voice. Q. That's units of product sold A. Correct. Q from these calls? A. Units of product sold from the calls. Q. I will take a stab at "PSU per sale." That's, for each one of the 663 sales, the average person bought 2.27 units of product? A. Correct. Q. Okay. Do you know what "Mobile Sales" means? A. Sales of Spectrum Mobile. Q. And "Video Sales" would be TV? A. Correct.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	M. Kardos - 09/19/19 my calculator later, but I'm guessing that's sales divided by mail quantity? A. Per thousand pieces. Q. Per thousand pieces. Okay. So I probably wouldn't have figured that out. And why is that metric used, "per thousand pieces"? A. It's a just a comparative diagnostic, to compare to other mail groups, such as the others on the page. It's an efficiency metric. Q. So just to have a standardized number A. Exactly. Q for different mailing programs? Understood.
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	259 Pg 9	01 10	
	Page 29		Page 30
1	M. Kardos - 09/19/19	1	M. Kardos - 09/19/19
2	oh, no.	2	W. Kardos - 09/19/19
3	Before you pass the witness, let's do	3	
4	our stipulation as to holding the	4	
5	deposition open.	5	
6	MR. JUSTUS: Oh, that's a great idea.	6	
7	I should have listened to Nino when	7	
8	I had the chance.	8	
9	So, we're holding the 30(b)(6) open	9	
10	as to the topic of the questions I asked	10	
11	Mr. Kardos about contract buyouts, and	11	
12	tracking contract buyouts, and the number	12	
13	of people who switched under the contract	13	
14	buyout offer, et cetera.	14	
15	MR. KINGSTON: Yes.	15	
16	MR. JUSTUS: Thank you.	16	
17	MR. KINGSTON: Now we will read and	17	
18	sign.	18	
19	THE VIDEOGRAPHER: We are off the	19	
20	record at 5:03 p.m.	20	
21	(At 5:03 p.m., the record was	21	
22	closed.)	22	
23	(The witness reserved the right to	23	
24	read and sign the deposition transcript.)	24	
25	*****	25	
	Page 31		Page 32
1 2	oOo CERTIFICATE	1	0O0
3	CERTIFICATE	2 3	JURAT
4	STATE OF CONNECTICUT)	4	STATE OF CONNECTICUT)
) ss.	_) ss.
5	COUNTY OF FAIRFIELD)	5	COUNTY OF)
6	A MED GEDERAL AND VEV SAFE DOV	6	,
7 8	I, MERCEDES MARNEY-SHELDON, a court reporter within the state of Connecticut, and a notary public	7	
9	for the State of Connecticut, do hereby certify:	8	I, MATTHEW KARDOS, the witness herein,
10	That MATTHEW KARDOS, the witness whose	9	having read the foregoing testimony of the pages of
11	deposition is hereinbefore set forth, was duly sworn	10	this deposition, do hereby certify it to be a true
12	by me, and that such deposition is a true record of	11	and correct transcript, subject to corrections, if
13	the testimony given by the witness.	12	any, shown on the attached page(s).
14 15	I further certify that I am not employed by nor related to any of the parties to this action by	13 14	
16	blood or marriage, and that I am in no way	15	
17	interested in the outcome of this matter.	16	MATTHEW KARDOS
18	IN WITNESS WHEREOF, I have hereunto set my hand	17	
19	this 3rd day of October, 2019.	18	
20		19	Subscribed and sworn to before me this
21		20	
22			, 2019
23	Mercedes Marney-Sheldon - Shorthand Reporter	21	
	Notary Public - State of Connecticut	22	
24	Account Number: 167303	23	Notom: Dublic
	Date Appointed: 08/07/2014	24 25	Notary Public
25	Expiration Date: 08/31/2023		
1		1	

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	259 Pg 10	OL TO
	Page 33	
1		
1	000 EDDATA GUEST	
2	ERRATA SHEET	
3	CASE: In re: WINDSTREAM HOLDINGS, INC., et al;	
	WINDSTREAM HOLDINGS, INC., et al., v.	
4	CHARTER COMMUNICATIONS, INC., et al.	
5	WITNESS: MATTHEW KARDOS	
6	DEPOSITION DATE: SEPTEMBER 19, 2019	
7	PAGE LINE	
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Debtor

Defendants' Designations and Counter Designations

	Pg 2 of 31	
Page	e 1	Page 2
IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK	1 2	(caption continued) CHARTER COMMUNICATIONS,
IN RE Chapter 11		INC. and CHARTER COMMUNICATIONS
(Jointly Administered)	3	OPERATING, LLC,
Case No. 19-22312 (RDD)	4	Defendants.
WINDSTREAM HOLDINGS, INC., et al.,	5	Defendants.
Debtors.	6	
WINDSTREAM HOLDINGS, INC.,	7	
et al.,	8	
Plaintiffs,	9	
vs. Adv. Proc. No. 19-08246 (RDD)	10	
(Caption continued on Page 2)	11	
DEPOSITION OF: PAUL G. STRICKLAND, JR. DATE: September 20, 2019	12	
TIME: 9:02 a.m.	13	
LOCATION: A. William Roberts Jr. & Assocaites	14	
6135 Park South Drive	15	
Charlotte, NC TAKEN BY: Counsel for the Defendants	16	
REPORTED BY: SOLANGE RUIZ-URIBE, Court Reporter	I .	
A. WILLIAM ROBERTS, JR., & ASSOCIATES	18	
Fast, Accurate & Friendly	19	
Charleston, SC Hilton Head, SC Myrtle Beach, SC	20	
(843) 722-8414 (843) 785-3263 (843) 839-3376	21	
	22	
Columbia, SC Greenville, SC Charlotte, NC (803) 731-5224 (864) 234-7030 (704) 573-3919	- 1	
Asheville, NC	23	
(828) 785-5699	24	
	25	
Page	e 3	Page 4
1 APPEARANCES OF COUNSEL:	- 1	
	1	PAUL G. STRICKLAND. JR
2 ATTORNEYS FOR THE PLAINTIFF WINDSTREAM DEPTODS, DEPTODS IN POSSESSION A		PAUL G. STRICKLAND, JR., after first being duly sworn, testified as follows:
2 ATTORNEYS FOR THE PLAINTIFF WINDSTREAM DEBTORS, DEBTORS IN POSSESSION A 3 PAUL STRICKLAND:	ND 2	after first being duly sworn, testified as follows:
WINDSTREAM DEBTORS, DEBTORS IN POSSESSION A 3 PAUL STRICKLAND: 4 KATTEN MUCHIN ROSENMAN, LLP	ND 2 3	after first being duly sworn, testified as follows: EXAMINATION
WINDSTREAM DEBTORS, DEBTORS IN POSSESSION A PAUL STRICKLAND: KATTEN MUCHIN ROSENMAN, LLP BY: KRISTIN LOCKHART	ND 2 3 4	after first being duly sworn, testified as follows: EXAMINATION BY MR. NEPPLE:
WINDSTREAM DEBTORS, DEBTORS IN POSSESSION A PAUL STRICKLAND: KATTEN MUCHIN ROSENMAN, LLP BY: KRISTIN LOCKHART 2900 K. Street NW North Tower - Suite 200	ND 2 3 4 5	after first being duly sworn, testified as follows: EXAMINATION BY MR. NEPPLE: Q. Please state your full name for the
WINDSTREAM DEBTORS, DEBTORS IN POSSESSION A 3 PAUL STRICKLAND: 4 KATTEN MUCHIN ROSENMAN, LLP BY: KRISTIN LOCKHART 5 2900 K. Street NW North Tower - Suite 200 6 Washington, DC 20007	ND 2 3 4	after first being duly sworn, testified as follows: EXAMINATION BY MR. NEPPLE:
WINDSTREAM DEBTORS, DEBTORS IN POSSESSION A PAUL STRICKLAND: KATTEN MUCHIN ROSENMAN, LLP BY: KRISTIN LOCKHART 2900 K. Street NW North Tower - Suite 200 Washington, DC 20007 (202) 625-3558 ristin.lockhart@katten.com	ND 2 3 4 5	after first being duly sworn, testified as follows: EXAMINATION BY MR. NEPPLE: Q. Please state your full name for the
WINDSTREAM DEBTORS, DEBTORS IN POSSESSION A PAUL STRICKL AND: KATTEN MUCHIN ROSENMAN, LLP BY: KRISTIN LOCKHART 2900 K. Street NW North Tower - Suite 200 Washington, DC 20007 (202) 625-3558 William of the Washington, DC 20007 (202) AND	ND 2 3 4 5 6	after first being duly sworn, testified as follows: EXAMINATION BY MR. NEPPLE: Q. Please state your full name for the record?
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WINDSTREAM DEBTORS, DEBTORS IN POSSESSION A 3 PAUL STRICKLAND: 4 KATTEN MUCHIN ROSENMAN, LLP BY: KRISTIN LOCKHART 5 2900 K. Street NW North Tower - Suite 200 6 Washington, DC 20007 (202) 625-3558 7 kristin.lockhart@katten.com 8 AND 9 WINSTREAM SERVICES, LLP IN-HOUSE COUNSEL BY: T. KENT SMITH 10 4001 N. Rodney Parham Road	ND 2 3 4 5 6 7 8	after first being duly sworn, testified as follows: EXAMINATION BY MR. NEPPLE: Q. Please state your full name for the record? A. Paul Graham Strickland, Junior. Q. And what is your home address, sir?
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WINDSTREAM DEBTORS, DEBTORS IN POSSESSION A 3 PAUL STRICKLAND: 4 KATTEN MUCHIN ROSENMAN, LLP BY: KRISTIN LOCKHART 5 2900 K. Street NW North Tower - Suite 200 6 Washington, DC 20007 (202) 625-3558 7 kristin.lockhart @katten.com 8 AND 9 WINSTREAM SERVICES, LLP IN-HOUSE COUNSEL BY: T. KENT SMITH 10 4001 N. Rodney Parham Road Little Rock, AR 72212 11 (501) 748-3634 kent.smith@windstream.com	ND 2 3 4 5 6 7 8 9 10 11 12	after first being duly sworn, testified as follows: EXAMINATION BY MR. NEPPLE: Q. Please state your full name for the record? A. Paul Graham Strickland, Junior. Q. And what is your home address, sir? A. 6335 Fair Valley Drive, Charlotte, North Carolina 28226. Q. And what you are business address? A. 1720 Galleria Boulevard, Charlotte, North
WINDSTREAM DEBTORS, DEBTORS IN POSSESSION A PAUL STRICKLAND: KATTEN MUCHIN ROSENMAN, LLP BY: KRISTIN LOCKHART 2900 K. Street NW North Tower - Suite 200 (202) 625-3558 kristin.lockhart@katten.com AND WINSTREAM SERVICES, LLP IN-HOUSE COUNSEL BY: T. KENT SMITH 4001 N. Rodney Parham Road Little Rock, AR 72212 (501) 748-3634 kent.smith@windstream.com ATTORNEYS FOR THE DEFENDANT CHARTER COMMUNICATIONS, INC. AND CHARTER	ND 2 3 4 5 6 7 8 9 10 11 12 13	after first being duly sworn, testified as follows: EXAMINATION BY MR. NEPPLE: Q. Please state your full name for the record? A. Paul Graham Strickland, Junior. Q. And what is your home address, sir? A. 6335 Fair Valley Drive, Charlotte, North Carolina 28226. Q. And what you are business address? A. 1720 Galleria Boulevard, Charlotte, North Carolina 28270.
WINDSTREAM DEBTORS, DEBTORS IN POSSESSION A PAUL STRICKLAND: KATTEN MUCHIN ROSENMAN, LLP BY: KRISTIN LOCKHART 2900 K. Street NW North Tower - Suite 200 Washington, DC 20007 (202) 625-3558 kristin.lockhart@katten.com AND WINSTREAM SERVICES, LLP IN-HOUSE COUNSEL BY: T. KENT SMITH 4001 N. Rodney Parham Road Little Rock, AR 72212 (501) 748-3634 kent.smith@windstream.com 2	ND 2 3 4 5 6 7 8 9 10 11 12 13 14	after first being duly sworn, testified as follows: EXAMINATION BY MR. NEPPLE: Q. Please state your full name for the record? A. Paul Graham Strickland, Junior. Q. And what is your home address, sir? A. 6335 Fair Valley Drive, Charlotte, North Carolina 28226. Q. And what you are business address? A. 1720 Galleria Boulevard, Charlotte, North Carolina 28270. Q. What's your current title sir?
WINDSTREAM DEBTORS, DEBTORS IN POSSESSION A PAUL STRICKLAND: KATTEN MUCHIN ROSENMAN, LLP BY: KRISTIN LOCKHART 2900 K. Street NW North Tower - Suite 200 Washington, DC 20007 (202) 625-3558 kristin.lockhart@katten.com AND WINSTREAM SERVICES, LLP IN-HOUSE COUNSEL BY: T. KENT SMITH 4001 N. Rodney Parham Road Little Rock, AR 72212 (501) 748-3634 kent.smith@windstream.com 2	ND 2 3 4 5 6 7 8 9 10 11 12 13 14 15	after first being duly sworn, testified as follows: EXAMINATION BY MR. NEPPLE: Q. Please state your full name for the record? A. Paul Graham Strickland, Junior. Q. And what is your home address, sir? A. 6335 Fair Valley Drive, Charlotte, North Carolina 28226. Q. And what you are business address? A. 1720 Galleria Boulevard, Charlotte, North Carolina 28270. Q. What's your current title sir? A. Vice president of customer care.
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WINDSTREAM DEBTORS, DEBTORS IN POSSESSION A PAUL STRICKLAND: KATTEN MUCHIN ROSENMAN, LLP BY: KRISTIN LOCKHART 2900 K. Street NW North Tower - Suite 200 (202) 625-3558 kristin.lockhart@katten.com AND WINSTREAM SERVICES, LLP IN-HOUSE COUNSEL BY: T. KENT SMITH 4001 N. Rodney Parham Road Little Rock, AR 72212 (501) 748-3634 kent.smith@windstream.com ATTORNEYS FOR THE DEFENDANT CHARTER COMMUNICATIONS, INC. AND CHARTER COMMUNICATIONS OPERATING, LLC: THOMPSON COBURN, LLP BY: MIKE NEPPLE 16 505 North 7th Street 1 US Bank Plaza St. Louis, Missouri, 63101	ND 2 3 4 5 6 7 8 9 10 11 12 13 14 15	after first being duly sworn, testified as follows: EXAMINATION BY MR. NEPPLE: Q. Please state your full name for the record? A. Paul Graham Strickland, Junior. Q. And what is your home address, sir? A. 6335 Fair Valley Drive, Charlotte, North Carolina 28226. Q. And what you are business address? A. 1720 Galleria Boulevard, Charlotte, North Carolina 28270. Q. What's your current title sir? A. Vice president of customer care.
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WINDSTREAM DEBTORS, DEBTORS IN POSSESSION A PAUL STRICKLAND: KATTEN MUCHIN ROSENMAN, LLP BY: KRISTIN LOCKHART 2900 K. Street NW North Tower - Suite 200 Washington, DC 20007 (202) 625-3558 kristin.lockhart@katten.com AND WINSTREAM SERVICES, LLP IN-HOUSE COUNSEL BY: T. KENT SMITH 4001 N. Rodney Parham Road Little Rock, AR 72212 1 (501) 748-3634 kent.smith@windstream.com 2	ND 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	after first being duly sworn, testified as follows: EXAMINATION BY MR. NEPPLE: Q. Please state your full name for the record? A. Paul Graham Strickland, Junior. Q. And what is your home address, sir? A. 6335 Fair Valley Drive, Charlotte, North Carolina 28226. Q. And what you are business address? A. 1720 Galleria Boulevard, Charlotte, North Carolina 28270. Q. What's your current title sir? A. Vice president of customer care. Q. For Windstream? A. For Windstream. Q. Okay. Have you been deposed before? A. I have. Q. How many times? A. Once. Q. Okay. Since you have been deposed before

		of 31	
	Page 5		Page 6
1	take it down and take down your answers.	1	you want. The only thing I ask is if there is a
2	If you will wait until I finish my	2	question pending answer the question and then we can
3	question so that she can get it down before you	3	take a break, okay?
4	begin your answer, I will appreciate that.	4	A. Okay.
5	A. Okay.	5	Q. All right. Since I just asked you to tell
6	Q. A yes or a no would be appreciated as	6	me if you don't understand the question, if you go
7	opposed to uh-huh or huh-uh, which are sort of tough	7	ahead and answer the question and don't ask for
8	for a court reporter to take down, okay?	8	clarification I'm going to assume that you
9	A. Okay.	9	understood the question; is that fair?
10	Q. If you have a question about my question,	10	A. That is fair.
11	let me know. If you don't understand it, let me	11	Q. What was your prior deposition in, what
12	know.	12	type of case?
13	A. Okay.	13	A. It was a wrongful termination case.
14	Q. I'm not here to try to trick you. I just	14	Q. Okay. For were you representing
15	want to get my questions out, I want you to	15	Windstream strike that.
16	understand them and I want your answer to the	16	Were you employed by Windstream at
17	question that you understand, okay? Is that okay?	17	the time or a different entity?
18	Is that fair?	18	A. Yes, I was employed by Windstream at the
19	A. Yes.	19	time.
20	Q. Okay. Do you understand that you are	20	Q. Okay. How long ago was that?
21	under oath subject to the penalty of perjury,	21	A. I don't know exactly.
22	correct?	22	Q. Can you tell me what did you to prepare
23	A. I do.	23	for this deposition?
24	Q. Okay. If you want to take a break at any	24	A. Yes.
25	time, let me know. We can take a break as often as	25	Q. What did you do to prepare for this
	Page 7		Page 8
1	Page 7 deposition?	1	Page 8 A. I reviewed several documents. I'm not
1 2		1 2	
	deposition?		A. I reviewed several documents. I'm not
2	deposition? A. I had several sessions with attorneys.	2	A. I reviewed several documents. I'm not sure if any of them fall into the categories that
2	deposition? A. I had several sessions with attorneys. Q. Okay. Windstream's attorneys?	2 3	A. I reviewed several documents. I'm not sure if any of them fall into the categories that you just mentioned, but I did review several
2 3 4	deposition? A. I had several sessions with attorneys. Q. Okay. Windstream's attorneys? A. Yes.	2 3 4	A. I reviewed several documents. I'm not sure if any of them fall into the categories that you just mentioned, but I did review several documents.
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Page 9 A. Lewis Langston. Q. Any others?	1 2	Page 10 Newton, Iowa; one in Charlotte, North Carolina; and
Q. Any others?		
- '	1 7	
		one in Jamaica.
MS. LOCKHART: Just to clarify for the	3	Q. Jamaica the country or Jamaica, New York?
record, that's the 30(b)(6) deposition.	4	A. Jamaica the country.
MR. NEPPLE: Thank you.	5	Q. Thank you. Do you travel to these call
THE WITNESS: No.	6	centers or are you pretty much based this Charlotte?
		A. I'm based in Charlotte and I do travel to
		the centers as well.
		Q. Okay. Are there any other people that
		handle inbound Windstream calls that are not located
		at one of the five call centers that you just
		identified?
		A. Yes.
		Q. Tell me about that.
•		MS. LOCKHART: Objection, vague.
		THE WITNESS: Can you restate the
-		question.
		BY MR. NEPPLE:
		Q. Sure.
-		A. It would be easier for me to answer it if
		was more specific.
		Q. I understand. You said there are five
		call centers but you said people also handle inbound
-		calls for Windstream in other formats, what formats
A. Yes. We have two in Georgia; one in	25	would those be?
Page 11		Page 12
A. We receive customer inquiries in a number	1	handles calls from enterprise customers. We have
of formats. We also have other centers that handle	2	call centers that support those that do not report
other interactions from other sides of the business	3	to me.
that are not within my area of responsibility.	4	Q. Okay. Anything else?
Q. Okay. Let's talk about outside your area	5	A. We have repair centers that process calls
of responsibility, what kind of customer	6	that do not report to me.
interactions are handled by call centers or people	7	Q. Okay. Anything else?
out of call centers?	8	A. Those are the main ones. I'm not aware of
MS. LOCKHART: Objection. I think this	9	any. There are probably others, but they are small
	10	in nature and numerous and I would not be able to
related specifically to the call centers so this is	11	articulate those out.
irrelevant.	12	Q. Would you be able to give me an example of
BY MR. NEPPLE:	13	how an interaction would fall in that group?
Q. Okay. You can go ahead and answer.	14	A. Into which group?
	15	Q. The group that you said you have no
MR. NEPPLE: Read it back.	16	responsibility, that other group, not the enterprise
(Whereupon the Court Reporter read the	17	and not the repair?
•	18	MS. LOCKHART: Objection, vague. Okay.
	19	Sorry, you just clarified.
		THE WITNESS: We have a wholesale business
-		that interacts with large carriers and they receive
		inbound calls; that is not an area of my
		responsibility.
the people that you supervise?	24	BY MR. NEPPLE:
A. There is a side of the business that	25	Q. Okay.
	A. We receive customer inquiries in a number of formats. We also have other centers that handle other interactions from other sides of the business that are not within my area of responsibility. Q. Okay. Let's talk about outside your area of responsibility, what kind of customer interactions are handled by call centers or people out of call centers? MS. LOCKHART: Objection. I think this testimony or the deposition is supposed to be related specifically to the call centers so this is irrelevant. BY MR. NEPPLE: Q. Okay. You can go ahead and answer. A. Can you restate the question? MR. NEPPLE: Read it back. (Whereupon the Court Reporter read the previous question.) THE WITNESS: I don't understand that question. I can't answer it. BY MR. NEPPLE: Q. Okay. What customer interactions are you aware that do not come through the call centers or	Q. Have you been asked to appear live at the hearing or trial that would be held in White Plains, New York for this case? A. No. Q. Can you tell me a little bit about your day-to-day duties for Windstream? A. I run the customer care call center where we process inbound interactions from Windstream customers. Q. Is there more than one inbound call center? A. Yes. Q. How many are there? A. Five main centers. Q. Do you know which locations? A. I rdo. Q. Can you tell me? A. Yes. We have two in Georgia; one in Page 11 A. We receive customer inquiries in a number of formats. We also have other centers that handle other interactions from other sides of the business that are not within my area of responsibility. Q. Okay. Let's talk about outside your area of responsibility, what kind of customer interactions are handled by call centers or people out of call centers? MS. LOCKHART: Objection. I think this testimony or the deposition is supposed to be related specifically to the call centers so this is irrelevant. BY MR. NEPPLE: Q. Okay. You can go ahead and answer. A. Can you restate the question? MR. NEPPLE: Read it back. (Whereupon the Court Reporter read the previous question.) THE WITNESS: I don't understand that question. I can't answer it. BY MR. NEPPLE: Q. Okay. What customer interactions are you aware that do not come through the call centers or

	260 Pg 5	01.3T	
	Page 13		Page 14
1	A. They have call centers, contact centers.	1	report to me.
2	I don't know where they are located or what they do.	2	BY MR. NEPPLE:
3	Q. Okay. All right. So setting aside the	3	Q. Okay. And the other categories of calls
4	wholesale that we will call the other group and the	4	that would fall in that group?
5	repair calls and the enterprise calls. For the	5	A. Into which group?
6	calls that you supervise whether it's at the five	6	Q. All right. Let's see if we can make this
7	locations that you identified or the other ones,	7	clear. You have five inbound call centers and then
8	explain how that works to me. Are all calls routed	8	you have others that you are responsible for. I
9	to one number or are there multiple numbers, inbound	9	think that was your testimony before; is that
10	numbers?	10	accurate?
11	A. There are multiple inbound numbers.	11	MS. LOCKHART: I think that misstates his
12	Q. Okay. How would a call end up at one of	12	testimony. He said that there are others that he is
13	your call centers versus some other inbound call?	13	not responsible for.
14	A. If they call the number on their bill and	14	MR. NEPPLE: I understand. He said there
15	have a billing question, it would land in my center.	15	are others that he is.
16	Q. Okay. One of the five centers?	16	MS. LOCKHART: Just for the record, it's a
17	A. Yes.	17	paper that says: Five call centers. Others you are
18	Q. Okay. When you say my center, you are in	18	responsible for.
19	Charlotte. All right. Explain to me how it ends up	19	Can you ask a question?
20	someplace not at one of the five call centers?	20	MR. NEPPLE: I have asked a question. I'm
21	MS. LOCKHART: Objection to form. Calls	21	waiting for an answer.
22	for a narrative.	22	THE WITNESS: I have five primary call
23	THE WITNESS: So if a customer has a	23	centers that I'm responsible for. I have other work
24	service outage and they need it fixed, they would	24	groups that I'm responsible for. The other call
25	call one of the repair centers. That does not	25	centers that I am not responsible for are primarily
			y
	Dama 15		
	Page 15		Page 16
1		1	
1 2	the ones that process inbound calls.	1 2	A. Windstream Enterprise.
1 2 3	the ones that process inbound calls. BY MR. NEPPLE:		A. Windstream Enterprise.Q. And can you explain to me what Windstream
2	the ones that process inbound calls. BY MR. NEPPLE: Q. Okay. If I want to call into Windstream	2	A. Windstream Enterprise.Q. And can you explain to me what Windstream Enterprise is?
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	the ones that process inbound calls. BY MR. NEPPLE: Q. Okay. If I want to call into Windstream and disconnect service, will my call end up in a center or someone's group that you are responsible for? A. Yes. Q. Okay. So if it doesn't go to one of the five call centers, where else could that call go to? A. If it's in the area of the business that I'm responsible for it will go to one of those five locations. Q. Okay. I don't know what area of the business that you are responsible for. I don't know what that means. Can you explain that to me? A. Primarily what it means is we are split into two divisions. I'm in one division. We have another division that handles a different type of customer. I don't have any responsibility for any of those interactions. Q. Okay. What division are you in? A. What we refer to as the kinetic business unit.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. Windstream Enterprise. Q. And can you explain to me what Windstream Enterprise is? A. Primarily handling our larger business customers that we provide service to. Q. Okay. For purposes of the lawsuit, the present lawsuit, did any of the calls go through the enterprise portion of your responsibility? MS. LOCKHART: Objection. Vague. Can you clarify to him what calls you are referring to? MR. NEPPLE: Just object to form. BY MR. NEPPLE: Q. You can answer. Can you answer the question? A. No. Q. Okay. MR. NEPPLE: Steve, you might want to move to a later flight. BY MR. NEPPLE: Q. If a business calls in, does that go to one of the five call centers? A. If it's a business that falls on the kinetic B-U side of the company, yes.

1 BY MR. NEPPLE: 2 Q. Windstream customers that are not people 3 but are business? 1 customers, correct? 2 A. Yes. 3 Q. Okay. And those Windstream cu	e the ck. read the and the case that disconnections sinesses narter, correct?
2 one of the five call centers. 3 Q. What's the dividing line between those two 4 business units? 5 A. Primarily it's revenue based, but there 6 are other variables as well. 7 Q. Okay. You are familiar with this lawsuit, 8 correct? 8 A. Yes. 9 Q. You understand what the general 10 Q. You understand what the general 11 allegations are in this lawsuit, correct? 12 A. Yes. 13 Q. And you understand one of the allegations 14 is that certain customers were disconnected, certain 15 Windstream customer were disconnected by Charter, 16 correct? 17 A. Yes. 18 Q. Any of those customers fall in the kinetic 19 side or on the Windstream business unit side? 20 A. The ones that I'm familiar with fall in 21 the kinetic side. 22 Q. Okay. So to your understanding, the 23 people that called in relevant to the lawsuit that 24 we are here for were either under the kinetic 25 business unit side or one of the call centers [sic], Page 19 1 BY MR. NEPPLE: 2 Q. Windstream customers that are not people 3 De Windstream customers (Scorrect) 2 A. Yes. 3 Q. Okay. And those Windstream customers 4 De Ms. LOCKHART: Objection, volumers, correct) 2 A. Yes. 3 Q. Okay. And those Windstream customers? 2 Customers, correct? 4 Customers, correct? 5 A. Yes. 6 (Whereupon the Court Reporter 7 previous question. 8 THE WITNESS: I don't unders' question. 8 THE WITNESS: I don't unders' question. 9 A. Yes. 10 Q. Okay. You understand in this opersons, individuals complained about disconnections by Complained	e the ck. read the and the case that disconnections sinesses narter, correct?
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3 but are business? 3 Q. Okay. And those Windstream cu	
	ļ
	stomers
4 A. I am not familiar with that aspect 4 could be individuals, correct?	
5 Q. Okay. 5 A. Yes.	ļ
6 A of the lawsuit. 6 Q. And you are aware of that, correct	:t?
7 Q. So your understanding as you sit here 7 A. Yes.	ļ
8 today is only individuals that had their service 8 Q. Okay. Could those Windstream	entities
9 disconnected by Charter? 9 strike that.	
10 MS. LOCKHART: Objection. Misstates the 10 Could those Windstream custon	ners be
11 his testimony. 11 businesses? In other words, Joe's Tire S	10p, Bob's
12 THE WITNESS: Can you restate the 12 Sandwich Shop. Have their services bee	n
13 question? 13 disconnected by Charter?	
14 MR. NEPPLE: Repeat the question. 14 A. Those businesses could have or I	m aware
15 (Whereupon the Court Reporter read the 15 that we had businesses that due to the fa	se
16 previous question.) 16 advertising that Charter send out called i	n with a
17 THE WITNESS: I can't answer that 17 desire to disconnect their services as a re-	sult of
18 question. 18 the information that was provided by Ch	
19 BY MR. NEPPLE: Move to strike of	arter .
20 Q. You can't answer it because you don't have 20 responsive.	
21 the information or you don't understand the 21 BY MR. NEPPLE:	
22 question? 22 Q. The question is: Are you aware of	
A. I don't understand the question. 23 Windstream customers that are businesses	none
Q. Okay. You understand there is a general 24 in to complain about being disconnected	none of any
	of any
25 allegations that Charter disconnected Windstream 25 A. I'm not aware of that.	of any

Page 21 1 Q. What are your day-to-day duties as far as 2 managing whether it's the call centers or the other 3 inbound calls? 4 A. Primarily my day-to-day responsibilities 4 might have done that? 5 are equipping the front line agents with the tools 6 and resources that they need to perform their jobs. 7 Q. And you used a couple of term there. 8 Tools and resources, what are those? 9 A. Training, leadership, support, general 10 skill development. 11 Q. And then you used a term, front line 12 agent; what's a front line agent in your usage 13 there? 14 A. Front line agent is a general term for a 15 call center agent that's processing calls from 16 Windstream customers. 17 Q. Okay. Do you jourself take any inbound 18 calls? 18 Q. You get sent some by?	y inbound calls ow? ething like that? ink you listen to
managing whether it's the call centers or the other inbound calls? A. Yes. A. Yes. A. Primarily my day-to-day responsibilities 4 might have done that? 5 are equipping the front line agents with the tools 6 and resources that they need to perform their jobs. 6 Q. Okay. Do you listen to my 7 Q. And you used a couple of term there. 7 that your front line agents take not that your front line agents take not skill development. 9 A. Training, leadership, support, general skill development. 10 A. Weekly. 11 Q. And then you used a term, front line agent; what's a front line agent in your usage agent; what's a front line agent in your usage there? 13 A. Ten. 14 A. Front line agent is a general term for a call center agent that's processing calls from attention? 16 Windstream customers. 17 Q. Okay. Do you yourself take any inbound 17 sent some as well.	y inbound calls ow? ething like that? ink you listen to
3 inbound calls? 4 A. Primarily my day-to-day responsibilities 5 are equipping the front line agents with the tools 6 and resources that they need to perform their jobs. 7 Q. And you used a couple of term there. 8 Tools and resources, what are those? 9 A. Training, leadership, support, general 10 skill development. 11 Q. And then you used a term, front line 12 agent; what's a front line agent in your usage 13 there? 14 A. Front line agent is a general term for a 15 call center agent that's processing calls from 16 Windstream customers. 17 Q. Okay. Do you yourself take any inbound 18 might have done that? 4 might have done that? 5 A. Twenty years ago. 6 Q. Okay. Do you listen to my 7 that your front line agents take nor 8 A. Yes. 9 Q. How often do you do some 10 A. Weekly. 11 Q. How many calls do you the in a week? 12 in a week? 13 A. Ten. 14 Q. And how are those calls electron? 15 attention? 16 A. I generally pick them on my 17 sent some as well.	y inbound calls ow? ething like that? ink you listen to
4 A. Primarily my day-to-day responsibilities 5 are equipping the front line agents with the tools 6 and resources that they need to perform their jobs. 7 Q. And you used a couple of term there. 8 Tools and resources, what are those? 9 A. Training, leadership, support, general 10 skill development. 11 Q. And then you used a term, front line 12 agent; what's a front line agent in your usage 13 there? 14 A. Front line agent is a general term for a 15 call center agent that's processing calls from 16 Windstream customers. 17 Q. Okay. Do you yourself take any inbound 18 might have done that? 4 might have done that? 5 A. Twenty years ago. 6 Q. Okay. Do you listen to my that your front line agents take nor 7 that your front line agents take nor 8 A. Yes. 9 Q. How often do you do some 10 A. Weekly. 11 Q. How many calls do you this in a week? 12 in a week? 13 A. Ten. 14 Q. And how are those calls electron? 15 call center agent that's processing calls from 16 A. I generally pick them on my 17 Sent some as well.	y inbound calls ow? ething like that? ink you listen to
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6 and resources that they need to perform their jobs. 7 Q. And you used a couple of term there. 8 Tools and resources, what are those? 9 A. Training, leadership, support, general 10 skill development. 11 Q. And then you used a term, front line 12 agent; what's a front line agent in your usage 13 there? 14 A. Front line agent is a general term for a 15 call center agent that's processing calls from 16 Windstream customers. 17 Q. Okay. Do you yourself take any inbound 18 Q. Okay. Do you listen to my 19 that your front line agents take no 10 A. Yes. 10 Q. How often do you do some 11 Q. How many calls do you thing in a week? 12 in a week? 13 A. Ten. 14 Q. And how are those calls electronic attention? 15 A. I generally pick them on my 16 Sent some as well.	ething like that? ink you listen to levated to your
7 Q. And you used a couple of term there. 8 Tools and resources, what are those? 9 A. Training, leadership, support, general 10 skill development. 11 Q. And then you used a term, front line 12 agent; what's a front line agent in your usage 13 there? 14 A. Front line agent is a general term for a 15 call center agent that's processing calls from 16 Windstream customers. 17 Q. Okay. Do you yourself take any inbound 17 that your front line agents take no 8 A. Yes. 9 Q. How often do you do some 10 A. Weekly. 11 Q. How many calls do you this in a week? 12 in a week? 13 A. Ten. 14 Q. And how are those calls electronic attention? 15 attention? 16 A. I generally pick them on more sent some as well.	ething like that? ink you listen to levated to your
8 Tools and resources, what are those? 9 A. Training, leadership, support, general 10 skill development. 11 Q. And then you used a term, front line 12 agent; what's a front line agent in your usage 13 there? 14 A. Front line agent is a general term for a 15 call center agent that's processing calls from 16 Windstream customers. 17 Q. Okay. Do you yourself take any inbound 18 A. Yes. 9 Q. How often do you do some and the some and the some and the some as well.	ething like that? ink you listen to levated to your
9 A. Training, leadership, support, general 10 skill development. 11 Q. And then you used a term, front line 12 agent; what's a front line agent in your usage 13 there? 14 A. Front line agent is a general term for a 15 call center agent that's processing calls from 16 Windstream customers. 17 Q. Okay. Do you yourself take any inbound 19 Q. How often do you do some 10 A. Weekly. 11 Q. How many calls do you thing in a week? 12 in a week? 13 A. Ten. 14 Q. And how are those calls electron? 15 attention? 16 A. I generally pick them on many calls do you thing in a week? 18 A. Ten. 19 Q. And how are those calls electron? 19 A. I generally pick them on many calls do you thing in a week? 19 A. Weekly. 11 Q. How often do you do some calls do you thing in a week? 11 A. Ten. 12 A. Ten. 13 A. Ten. 14 A. I generally pick them on many calls do you thing in a week? 19 A. Ten. 10 A. Weekly. 11 A. Ten. 12 A. Ten. 13 A. Ten. 14 A. I generally pick them on many calls do you thing in a week? 19 A. Ten. 10 A. Weekly. 10 A. Weekly. 11 A. Ten. 12 A. Ten. 13 A. Ten. 15 C. And how are those calls electron? 16 A. I generally pick them on many calls do you thing in a week? 19 A. Ten. 10 A. Ten. 11 A. Ten. 12 C. And how are those calls electron? 13 C. A. I generally pick them on many calls do you thing in a week?	ink you listen to
10 skill development. 11 Q. And then you used a term, front line 12 agent; what's a front line agent in your usage 13 there? 14 A. Front line agent is a general term for a 15 call center agent that's processing calls from 16 Windstream customers. 17 Q. Okay. Do you yourself take any inbound 18 Q. A. Weekly. 19 Q. How many calls do you thing agent in a week? 11 Q. How many calls do you thing agent in a week? 12 in a week? 13 A. Ten. 14 Q. And how are those calls electron? 15 attention? 16 A. I generally pick them on many calls do you thing agent; and a week? 19 A. Ten. 10 A. Weekly. 11 Q. How many calls do you thing agent; and a week? 12 in a week? 13 A. Ten. 14 Q. And how are those calls electron? 15 attention? 16 A. I generally pick them on many calls do you thing agent; and a week? 18 A. Ten. 19 A. Ten. 19 A. Weekly. 19 A. Weekly. 10 A. Weekly. 11 Q. How many calls do you thing agent; and a week? 12 in a week? 13 A. Ten. 14 Q. And how are those calls electron? 15 attention? 16 A. I generally pick them on many calls do you thing agent; and a week?	ink you listen to
11 Q. And then you used a term, front line 12 agent; what's a front line agent in your usage 13 there? 14 A. Front line agent is a general term for a 15 call center agent that's processing calls from 16 Windstream customers. 17 Q. Okay. Do you yourself take any inbound 18 Q. How many calls do you thing agent in a week? 19 A. Ten. 10 Q. And how are those calls element in attention? 10 A. I generally pick them on more interesting agent in a week? 11 A. Ten. 12 A. Ten. 13 A. Ten. 14 A. I generally pick them on more interesting agent in a week? 15 A. I generally pick them on more interesting agent in a week? 16 A. I generally pick them on more interesting agent in a week? 17 Sent some as well.	levated to your
12 agent; what's a front line agent in your usage 13 there? 14 A. Front line agent is a general term for a 15 call center agent that's processing calls from 16 Windstream customers. 17 Q. Okay. Do you yourself take any inbound 18 in a week? 19 A. Ten. 10 And how are those calls element that a second that a se	levated to your
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14 A. Front line agent is a general term for a 15 call center agent that's processing calls from 16 Windstream customers. 17 Q. Okay. Do you yourself take any inbound 18 Q. And how are those calls element of the second of the	
15 call center agent that's processing calls from 15 attention? 16 Windstream customers. 16 A. I generally pick them on m 17 Q. Okay. Do you yourself take any inbound 17 sent some as well.	
16 Windstream customers. 16 A. I generally pick them on m 17 Q. Okay. Do you yourself take any inbound 17 sent some as well.	ıy own, but I get
17 Q. Okay. Do you yourself take any inbound 17 sent some as well.	ny own, but I get
18 calls? 18 Q. You get sent some by?	
19 A. Can you define inbound call? 19 A. Numerous people.	
Q. Sure. Any call that comes into one of the 20 Q. Can you give me some exa	amples?
21 five call centers or an area of your responsibility, 21 A. Members of my leadership	team.
22 do you take any of the inbound calls? 22 Q. Would these be calls where	e a customer was
23 A. No. 23 particularly unhappy or is this a ca	all of, hey, this
Q. Okay. Have you ever, as you moved up, 24 is a new area where we are seeing	calls, we need to
25 have you ever taken inbound calls in that same 25 understand how to manage this. C	Can you explain how
Page 23	Page 24
1 that works for me? 1 Q. Okay. Can you give me	a couple of
2 A. I get sent all types of calls, good ones, 2 examples?	
3 bad ones. 3 A. If it's a routine issue my	channel support
4 Q. As part of the tools and resources that 4 team would develop the talking	points. If it's
5 you say you provide to your front line agents, do 5 something more unusual it woul	ld be other resources
6 you provide them with scripts or talking point to 6 that would be engaged maybe the	ne training team, other
7 handle various issues that arise during a customers 7 members of the corporate suppo	ort organization that
8 call? 8 would be involved.	
9 A. Yes. 9 THE WITNESS: I'd like	to take a break.
10 Q. Do you develop those scripts or talking 10 MR. NEPPLE: Sure.	
11 point? 11 (A recess was taken.)	
12 A. No. 12 BY MR. NEPPLE:	
13 Q. Okay. Who does that? 13 Q. All right. Back on the re	ecord here. Let
14 A. Members of my team. 14 me make sure I understand your	r area of
15 Q. Okay. Do you have final approach or have 15 responsibility and maybe there is	is been some
16 a say on what those scripts and talking points look 16 disconnect.	
17 like? 17 You have to five call of	centers. What
18 A. Sometimes. 18 other calls, inbound calls, from	Windstream
19 Q. Okay. 19 customers are you responsible for	or?
20 A. But not most of the time. 20 A. Primarily the ones that a	are processed in
Q. Okay. What people would develop a script 21 those five locations.	
or talking point for your inbound calls that you are 22 Q. Okay. You did say I thin	nk, as I
23 responsible for? 23 understood your testimony and of	
A. It depends on the issue that we are 24 wrong, but that there are people	
25 addressing with the talking points. 25 calls centers that take inbound c	

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1	A. There are. We have some on the enterprise	1	Q. Across the five call centers?
2	side.	2	A. Yes.
3	Q. Okay.	3	Q. Okay. What's the largest call center?
4	A. I am not responsible for that.	4	A. Cornelia, Georgia.
5	Q. Okay. But for your responsibilities, the	5	Q. And how many would be in Cornelia,
6	five call centers?	6	Georgia?
7	A. Primarily. There is a few smaller work	7	A. 125.
8	groups, the dispatch team, things like that. There	8	Q. Okay. Do you provide 24/7 call center
9	are some calls that come in there from time to time	9	support or only business hours or some mix?
10	from a customer but those are the primary locations.	10	A. I don't provide 24/7. Business hours is
11	Q. Okay. Do you have any employees tied to	11	how I would characterize it.
12	or tied into any of those call centers that work at	12	Q. Do you know what the business hours are by
13	home or work at a location outside of those five	13	any chance?
14	call centers?	14	A. 7:00 a.m. to 7:00 p.m.
15	A. The employees that are part of those five	15	Q. Okay.
16	locations work at those five locations. They don't	16	A. Eastern time.
17	work at home.	17	Q. Okay. And are those 400 on an average
18	Q. If I call a number that's tied to those	18	day, are they there for the 12 hours or do you split
19	call centers, do any of those calls get kicked to	19	up shifts?
20	anyone who is not in one of those five call centers?	20	A. We split up shifts.
21	A. I can't think of a reason why.	21	Q. Okay. But on average you have the
22	Q. Okay. How many employees typically do you	22	capacity of 400 people or is it less?
23	have staffed at those five call centers on an	23	A. It's less by virtue of those being spread
24	average day?	24	out by the operating hours.
25	A. 400.	25	Q. Do you have like a full-time equivalent,
	Page 27		Page 28
1	an FTE of how many people you have on staff on those	1	Q. Okay. Do you know what the division of
2	five call centers during an average day?	2	that is?
3	A. Not with me.	3	A. I do.
4	Q. Do you have an estimate of what that would	4	Q. Okay. Can you tell me?
5	be?	5	A. We have one outsource location with about
6	A. I don't.	6	75 employees on any given day.
7	Q. Okay. Would it be a fair statement to say	7	Q. Okay. That location is?
8	that you have 3,000 or so call center employees	8	A. Montego Bay, Jamaica.
9	total?	9	Q. Okay. And then 325, if my math is right,
10	A. I have no idea.	10	are Windstream employees?
11	Q. You have no idea of how many call center	11	A. That's accurate.
12	employees you supervises?	12	Q. Okay. The employees, are they salaried or
13	A. I do know that. I don't know how many	13	are they hourly or how are they compensated?
14	Windstream has.	14	A. The front line agents are hourly.
15	Q. Okay. For the ones that you supervises,	15	Q. Okay. That would imply that there are
16	how many employees are in those five call centers?	16	people that are not front line agents that are
17	MS. LOCKHART: Objection. Asked and	17	salaried, correct?
18	answered.	18	A. That is correct.
19	THE WITNESS: 400.	19	Q. Okay. How many are salaried out of the
20	BY MR. NEPPLE:	20	325?
21	Q. Okay. Out of the people that staff the	21	A. I don't have that number.
22	call centers that you are responsible for, are they	22	Q. Do you have a ballpark?
23	Windstream employees or are they independent	23	A. Thirty to forty.
24	contractors?	24	Q. Okay. When a Windstream customer calls in
25	A. We have both.	25	to one the call centers that you have responsibility
ı		1	

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1	for, is that interaction recorded?	1	A. Maybe be more specific.
2	A. Yes.	2	Q. Sure. When a Windstream customer calls in
3	Q. Is that recorded every time?	3	and the call goes to one of the call centers that
4	A. Yes.	4	you are responsible for and one of your front line
5	Q. Do any of your employees or independent	5	employees takes that call, at some point do they
6	contractors have the ability not to record the	6	have a computer screen that has information on the
7	interaction?	7	caller?
8	A. Not that I'm aware of.	8	A. Yes.
9	Q. Okay. And how long do you maintain the	9	Q. Okay. And you said earlier in your
10	recording of interaction with your Windstream	10	testimony that you look at some screen shots, is
11	customers?	11	that what you looked at, the screen shot of what
12	A. Generally speaking, it's 60 days.	12	that intake screen looks like or is that something
13	Q. Is there any circumstances where it would	13	different?
14	be longer than 60 days?	14	A. Yes.
15	A. I can't think of one.	15	Q. Is it?
16	Q. Okay. As part of the process of when a	16	A. The screen shots that I reviewed were
17	call comes in, I'm assuming each of the call center	17	screen shots that employees would use to process a
18	employees has a computer and has access to the	18	call.
19	caller's file?	19	Q. All right. Those screen shots, are those
20	MS. LOCKHART: Objection. Can you ask the	20	identical across the five call centers, this is the
21	question.	21	script or the computer form that we use for every
22	THE WITNESS: Can you restate the	22	call?
23	question.	23	A. Can you restate the question?
24	BY MR. NEPPLE:	24	Q. Sure. If the call center employee at the
25	Q. Sure.	25	Newton, Iowa location and pulls up a form of a
	Page 31		Page 32
1	customer that calls in, if that call had been routed	1	different access method, but would be using the same
2	to the Georgia call center, would the same form come	2	information to process the call. It's just
3	up?	3	accessing it via a different interface.
4	A. Generally speaking, our processes are the	4	Q. Why would they access it with a different
5	came for processing the call across the locations.	5	interface?
6	Q. Okay. Is there any difference that you	6	A. Comfortability.
7	can think of as you sit here that they vary by	7	Q. Is it quicker?
8	location?	8	A. In some cases it could be.
9	A. Yes.	9	Q. Okay. Well, you said comfortability, what
10	Q. Okay. Tell me how they vary by location	10	do you mean by that?
11	to your understanding?	11	A. When they were trained that was the system
12	A. We have some experienced employees that	12	they were trained on because the new system did not
13	may use systems they are more familiar with that	13	exist.
14	some of the new employees would not use.	14	Q. Okay. And when you say a new system, was
15	Q. More trusted employees, would that be a	15	that new system in place in 2019?
16	fair way to say it?	16	A. Yes.
17	A. No.	17	Q. Okay. When did that new system go in
18	Q. Okay. More experienced because strike	18	place, ballpark?
19	is that.	19	A. Three or four years ago.
20	Then explain to me how those	20	Q. Okay. If your call system volume gets too
21	employees would use a different system?	21	high, do you have the ability to bring people in to
22	A. The system contains the same information.	22	handle that or just the times just become extended?
		23	MS. LOCKHART: Objection, compound.
	It's a different method of accessing it		
23	It's a different method of accessing it.		
	It's a different method of accessing it. Q. Okay. A. The more experienced employees may use a	24 25	THE WITNESS: Can you restate the question?

Page 33 Page 34 BY MR. NEPPLE: 1 1 and how quickly we answered the call. 2 Q. Sure. If for some reason, maybe there is 2 Q. Okay. And so quickly would be how long 3 storms or maybe there is a line cut and you get a 3 the wait time was? 4 4 high volume of calls that your 325 people can't A. Yes, that's one way we measure it. handle or that their delay time becomes too long, do 5 Q. What other ways do you measure it? you have the ability to go get other employees to 6 A. The percentage of time, the percentage of come in whether it's call center employees or any 7 calls that were answered within a certain time other back up to handle the increased call volume? 8 parameter. 9 A. I don't. 9 Q. Okay. You are going to need to explain 10 Q. Okay. So the 325 that you have or however 10 that to me. Is it from the time the call connected 11 many you have at a specific time, those are the 11 to the call center or the number of rings? I don't 12 people that are handling the calls that are coming 12 understand what you mean by that. 13 in to Windstream high or low volume, those are the 13 A. We measure it based on how long the 14 people? 14 customer had to hold before they reached a live 15 A. In my area of responsibility, yes. 15 agent. Q. In your area of responsibility. Do you 16 16 Q. Okay. 17 keep metric of the calls and -- strike that. 17 A. We measure that in two primary ways; how Do you keep metrics of the calls that 18 18 long they held, we covert that to an average; and 19 come into the call centers that you have 19 then we also measure it as a percentage of the time 20 responsibility for? 20 a customer was answered within a certain time 21 A. Yes. 21 22 Q. Okay. What type of metrics do you keep or 22 Q. Okay. So you have a metric that you want 23 maintain? 23 an X percentage of your customer calls to be 24 A. A lot of different ones. Primarily the 24 answered within Y minutes; is that what you are 25 number of calls, how long it took to process them 25 saying? Page 35 Page 36 A. Yes. 1 1 metric. Abandonment metric and the second one I am 2 Q. Okay. And what's the X and the Y in my 2 missing. 3 last question? 3 (Whereupon the Court Reporter read a portion 4 4 of the previous answer.) A. The X is 70 percent, the Y is 60 seconds. 5 5 BY MR. NEPPLE: Q. Okay. So your goal is to have a customer 6 call in 70 percent of those customers will start 6 Q. Okay. Let's go through this. So is that 7 7 a fair statement, those are the four primary metrics talking to a Windstream rep live within 60 seconds? 8 8 MS. LOCKHART: Objection, Windstream rep that you measure, average handling time, schedule of 9 9 is a little bit vague. adherence metric, quality metric and abandonment. 10 THE WITNESS: Yes. 10 A. Yes, those are the primary ones. Schedule 11 BY MR. NEPPLE: 11 of adherence is scheduled adherence. 12 Q. Okay. Do you keep other metrics in 12 Q. Okay. Let's go in reverse order. What 13 addition to what you just discussed? 13 are you measuring when you look at abandonment 14 A. Yes. 14 metric? 15 Q. What other metrics do you keep? 15 A. The percentage of callers that hung up 16 A. We keep average handle time. We have a 16 before they reached a call center agent. 17 scheduled adherence metric. We have a quality 17 Q. Do you have a target for keeping that 18 18 metric. We measure abandonment rate. Those are the percentage less than? 19 primary ones that I can think of off the top of my 19 A. Yes. 20 2.0 head. Q. What's that target? 21 Q. Okay. And I apologize, I missed the 21 A. 5 percent. 22 second one. Unless the court reporter can read your 22 Q. And is that 5 percent independent of time, 23 23 answer back. I missed the second one. it's just 5 percent of the people that call in, you 24 A. Can you read the ones you have? 24 want 95 percent to reach a Windstream front line 25 Q. Sure. Average handling time. Quality 25 agent?

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	Page 37		Page 38
1	A. Yes.	1	compared to what you asked them to do; is that a
2	Q. Okay. And then your quality metric,	2	fair summary?
3	what's your quality metric?	3	A. Yes.
4	A. We listen to calls and grade agents'	4	Q. Okay. And then average hold time, what is
5	performance and turn that into percentage.	5	your goal for the average hold time or sorry,
6	Q. Okay. You rate them on a scale?	6	average handle time?
7	A. Yes.	7	A. 425 seconds.
8	Q. One to ten, A through F, how do you assign	8	Q. And that's the goal from the time that a
9	the number to agent?	9	Windstream customer calls and starts talking to a
10	A. It's percentage based.	10	front line representative that you are responsible
11	Q. Okay. And the best score would be	11	for and the call is completed, 425 seconds?
12	100 percent?	12	A. Yes.
13	A. Yes.	13	Q. Okay. I was told there would be no math,
14	Q. And the worse would be zero?	14	but seven minutes five seconds?
15	A. Yes.	15	A. Yes, that sounds right.
16	Q. I think my career managing a call center	16	Q. Okay. And what's your average handling
17	is useful here. All right. What's the third one	17	time?
18	the scheduled I'm not going to get it.	18	A. For what period of time?
19	THE COURT REPORTER: Scheduled adherence.	19	Q. 2019.
20	BY MR. NEPPLE:	20	A. I don't know.
21	Q. Scheduled adherence?	21	Q. Do you know for any period of time?
22	A. That measures the agent's actual schedule	22	A. I can get close for the last month.
23	worked compared to the schedule that we provided	23	Q. Okay. Give me last month.
24	them for that day.	24	A. 420 seconds.
25	Q. Okay. So punch in and punch out time	25	Q. As we sit here today, can you recall
	Page 39		Page 40
	whether you've been above or below your call for the	1	THE WITNESS: 425 seconds is not typical
	2 months of 2019?	2	of the response time. It is typical of the
	3 A. Can you clarify which metric?	3	processing time.
	4 Q. Sure. It's a fair question. Your goal of	4	BY MR. NEPPLE:
	5 425 seconds of average handling time per call, you	5	Q. Oh. Is it a fair statement to say that
	6 said last month it was 420 seconds, do you recall	6	once a Windstream customer is connected with a
	7 any times during this year of 2019 where that number	7	Windstream front line person that you manage at one
	8 was higher than 425 seconds?	8	of the five call centers that on average that call
	9 A. Yes, for certain locations, not an	9	is going to take approximately 425 seconds from when
	10 aggregate.	10	they first start talking to when they hang up?
	Q. So an aggregate across the five call	11	A. Yes.
	centers that are responsible for, you have met the	12	Q. Okay. Do you know how many calls you
	13 425 seconds standard in aggregate?	13	handle on average in a typical day or a typical
	14 A. To the best of my recollection, yes.	14	month, and just so we are clear, when I'm asking you
	15 Q. Okay. Has that number been pretty	15	questions, okay, just assume any one of mine is just
	consistent for you as a goal for the call centers	16	the call centers that you are responsible for.
	you manage since you've been in that position?	17	Can we have that ongoing
	18 A. Yes.	18	understanding so we don't have to do that dance each
	19 Q. So if I make the statement, and tell me if	19	and every time, okay, so I'm talking about your
	this is fair, on average across the five call	20	responsibilities, okay?
	centers that you manage, the typical response time	21	A. Yes.
	for you, for a front line employee to talk to a	22	Q. Okay. Can you tell me how many calls you
	Windstream customer and handle that call is	23	get on an average day or average month?
	approximately 425 seconds?	24	A. Yes.
	MS. LOCKHART: Objection, vague.	25	Q. Okay. What's that number?

	Page 41		Page 42
	1 A. 200,000 a month.	1	A. The primary driver is that not a lot of
	2 Q. Okay.	2	people are moving. It's the moving activity that
	3 A. Seven to 10,000 a day.	3	primarily drives an increase in call volume.
	4 Q. Okay. Are there any particular months of	4	Q. So would it be a fair statement to say
	5 the year that are higher or lower or are they pretty	5	that your higher months are the spring and the fall
	6 steady across the 12 month span?	6	through the summer and the spring to the fall and
	7 A. We have seasonality that creates peaks and	7	the winter is lower?
	8 valleys.	8	MS. LOCKHART: Objection, form.
	9 Q. What's your high seasonality?	9	THE WITNESS: I would not characterize it
	10 A. The summer.	10	that way, no.
	Q. Why would that be high during the summer?	11	BY MR. NEPPLE:
	12 A. Because people move frequently in the	12	Q. Okay. How would you characterize it?
	13 summer.	13	A. Summer months being higher and the winter
	Q. Okay. What kind of numbers on average for	14	being lower. Spring and fall being somewhere in
	a month, a high summer month would that be?	15	between.
	16 A. 250,000.	16	Q. Okay. And now moving down to the seven to
	Q. Okay. And on the low side, what would be	17	10,000 calls per day, is there specific day or days
	a low month during a year?	18	of the week that the volume is higher?
	19 A. February.	19	A. Yes.
	Q. Okay. What would a month like February	20	Q. What are those days?
	21 look like?	21	A. Mondays and Tuesdays.
	22 A. 170,000.	22	Q. Okay. And what are your low days?
	Q. Is that a combination of 28 or 29 days	24	A. Wednesdays and Thursdays.Q. And do you have an understanding of why
	plus people are not moving, are those the primary	25	your high days are Monday and Tuesday?
	25 drivers or anything else?		your night days are Monday and Tuesday.
	Page 43		- 44
	1496 15		Page 44
1	A. Yes.	1	A. Primarily broadband service as well as
1 2		1 2	_
	A. Yes.		A. Primarily broadband service as well as voice and TV. Q. Do you as you sit here, do you have a
2	A. Yes.Q. What's your understanding?	2	 A. Primarily broadband service as well as voice and TV. Q. Do you as you sit here, do you have a breakdown as to how those three categories break
2	A. Yes.Q. What's your understanding?A. We don't process calls on Sunday.Q. Okay. Do you process calls on Saturday?A. Yes.	2	A. Primarily broadband service as well as voice and TV. Q. Do you as you sit here, do you have a breakdown as to how those three categories break down percentage wise, just a general ballpark?
2 3 4	 A. Yes. Q. What's your understanding? A. We don't process calls on Sunday. Q. Okay. Do you process calls on Saturday? A. Yes. Q. So call in six days a week 7:00 a.m. to 	2 3 4 5 6	A. Primarily broadband service as well as voice and TV. Q. Do you as you sit here, do you have a breakdown as to how those three categories break down percentage wise, just a general ballpark? A. I don't understand the question.
2 3 4 5 6 7	 A. Yes. Q. What's your understanding? A. We don't process calls on Sunday. Q. Okay. Do you process calls on Saturday? A. Yes. Q. So call in six days a week 7:00 a.m. to 7:00 p.m.? 	2 3 4 5 6 7	 A. Primarily broadband service as well as voice and TV. Q. Do you as you sit here, do you have a breakdown as to how those three categories break down percentage wise, just a general ballpark? A. I don't understand the question. Q. So is 70 percent of your business
2 3 4 5 6 7 8	 A. Yes. Q. What's your understanding? A. We don't process calls on Sunday. Q. Okay. Do you process calls on Saturday? A. Yes. Q. So call in six days a week 7:00 a.m. to 7:00 p.m.? A. Yes, generally speaking. We are open 8:30 	2 3 4 5 6 7 8	 A. Primarily broadband service as well as voice and TV. Q. Do you as you sit here, do you have a breakdown as to how those three categories break down percentage wise, just a general ballpark? A. I don't understand the question. Q. So is 70 percent of your business broadband, 20 percent voice, 10 percent TV, do you
2 3 4 5 6 7 8	 A. Yes. Q. What's your understanding? A. We don't process calls on Sunday. Q. Okay. Do you process calls on Saturday? A. Yes. Q. So call in six days a week 7:00 a.m. to 7:00 p.m.? A. Yes, generally speaking. We are open 8:30 to 5:00 on Saturday. 	2 3 4 5 6 7 8	A. Primarily broadband service as well as voice and TV. Q. Do you as you sit here, do you have a breakdown as to how those three categories break down percentage wise, just a general ballpark? A. I don't understand the question. Q. So is 70 percent of your business broadband, 20 percent voice, 10 percent TV, do you have a breakdown of how you would break those
2 3 4 5 6 7 8 9	 A. Yes. Q. What's your understanding? A. We don't process calls on Sunday. Q. Okay. Do you process calls on Saturday? A. Yes. Q. So call in six days a week 7:00 a.m. to 7:00 p.m.? A. Yes, generally speaking. We are open 8:30 to 5:00 on Saturday. Q. Okay. So 7:00 a.m. to 7:00 p.m. Monday to 	2 3 4 5 6 7 8 9	A. Primarily broadband service as well as voice and TV. Q. Do you as you sit here, do you have a breakdown as to how those three categories break down percentage wise, just a general ballpark? A. I don't understand the question. Q. So is 70 percent of your business broadband, 20 percent voice, 10 percent TV, do you have a breakdown of how you would break those categories down?
2 3 4 5 6 7 8 9 10	 A. Yes. Q. What's your understanding? A. We don't process calls on Sunday. Q. Okay. Do you process calls on Saturday? A. Yes. Q. So call in six days a week 7:00 a.m. to 7:00 p.m.? A. Yes, generally speaking. We are open 8:30 to 5:00 on Saturday. Q. Okay. So 7:00 a.m. to 7:00 p.m. Monday to Friday and 8:30 to 5:00 on Saturday and closed on 	2 3 4 5 6 7 8 9 10	A. Primarily broadband service as well as voice and TV. Q. Do you as you sit here, do you have a breakdown as to how those three categories break down percentage wise, just a general ballpark? A. I don't understand the question. Q. So is 70 percent of your business broadband, 20 percent voice, 10 percent TV, do you have a breakdown of how you would break those categories down? A. I don't.
2 3 4 5 6 7 8 9 10 11	 A. Yes. Q. What's your understanding? A. We don't process calls on Sunday. Q. Okay. Do you process calls on Saturday? A. Yes. Q. So call in six days a week 7:00 a.m. to 7:00 p.m.? A. Yes, generally speaking. We are open 8:30 to 5:00 on Saturday. Q. Okay. So 7:00 a.m. to 7:00 p.m. Monday to Friday and 8:30 to 5:00 on Saturday and closed on Sunday? 	2 3 4 5 6 7 8 9 10 11 12	A. Primarily broadband service as well as voice and TV. Q. Do you as you sit here, do you have a breakdown as to how those three categories break down percentage wise, just a general ballpark? A. I don't understand the question. Q. So is 70 percent of your business broadband, 20 percent voice, 10 percent TV, do you have a breakdown of how you would break those categories down? A. I don't. Q. Do you have even a general understanding
2 3 4 5 6 7 8 9 10 11 12 13	 A. Yes. Q. What's your understanding? A. We don't process calls on Sunday. Q. Okay. Do you process calls on Saturday? A. Yes. Q. So call in six days a week 7:00 a.m. to 7:00 p.m.? A. Yes, generally speaking. We are open 8:30 to 5:00 on Saturday. Q. Okay. So 7:00 a.m. to 7:00 p.m. Monday to Friday and 8:30 to 5:00 on Saturday and closed on Sunday? A. Generally speaking. We are open to 	2 3 4 5 6 7 8 9 10 11 12 13	A. Primarily broadband service as well as voice and TV. Q. Do you as you sit here, do you have a breakdown as to how those three categories break down percentage wise, just a general ballpark? A. I don't understand the question. Q. So is 70 percent of your business broadband, 20 percent voice, 10 percent TV, do you have a breakdown of how you would break those categories down? A. I don't. Q. Do you have even a general understanding of what's the is broadband the primary service
2 3 4 5 6 7 8 9 10 11 12 13 14	 A. Yes. Q. What's your understanding? A. We don't process calls on Sunday. Q. Okay. Do you process calls on Saturday? A. Yes. Q. So call in six days a week 7:00 a.m. to 7:00 p.m.? A. Yes, generally speaking. We are open 8:30 to 5:00 on Saturday. Q. Okay. So 7:00 a.m. to 7:00 p.m. Monday to Friday and 8:30 to 5:00 on Saturday and closed on Sunday? A. Generally speaking. We are open to 8:00 p.m. in some locations. 	2 3 4 5 6 7 8 9 10 11 12 13 14	A. Primarily broadband service as well as voice and TV. Q. Do you as you sit here, do you have a breakdown as to how those three categories break down percentage wise, just a general ballpark? A. I don't understand the question. Q. So is 70 percent of your business broadband, 20 percent voice, 10 percent TV, do you have a breakdown of how you would break those categories down? A. I don't. Q. Do you have even a general understanding of what's the is broadband the primary service for your customers?
2 3 4 5 6 7 8 9 10 11 12 13 14 15	 A. Yes. Q. What's your understanding? A. We don't process calls on Sunday. Q. Okay. Do you process calls on Saturday? A. Yes. Q. So call in six days a week 7:00 a.m. to 7:00 p.m.? A. Yes, generally speaking. We are open 8:30 to 5:00 on Saturday. Q. Okay. So 7:00 a.m. to 7:00 p.m. Monday to Friday and 8:30 to 5:00 on Saturday and closed on Sunday? A. Generally speaking. We are open to 8:00 p.m. in some locations. Q. Okay. But closed on Sunday throughout 	2 3 4 5 6 7 8 9 10 11 12 13 14	A. Primarily broadband service as well as voice and TV. Q. Do you as you sit here, do you have a breakdown as to how those three categories break down percentage wise, just a general ballpark? A. I don't understand the question. Q. So is 70 percent of your business broadband, 20 percent voice, 10 percent TV, do you have a breakdown of how you would break those categories down? A. I don't. Q. Do you have even a general understanding of what's the is broadband the primary service for your customers? A. Yes.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	 A. Yes. Q. What's your understanding? A. We don't process calls on Sunday. Q. Okay. Do you process calls on Saturday? A. Yes. Q. So call in six days a week 7:00 a.m. to 7:00 p.m.? A. Yes, generally speaking. We are open 8:30 to 5:00 on Saturday. Q. Okay. So 7:00 a.m. to 7:00 p.m. Monday to Friday and 8:30 to 5:00 on Saturday and closed on Sunday? A. Generally speaking. We are open to 8:00 p.m. in some locations. Q. Okay. But closed on Sunday throughout your five call centers? 	2 3 4 5 6 7 8 9 10 11 12 13 14	A. Primarily broadband service as well as voice and TV. Q. Do you as you sit here, do you have a breakdown as to how those three categories break down percentage wise, just a general ballpark? A. I don't understand the question. Q. So is 70 percent of your business broadband, 20 percent voice, 10 percent TV, do you have a breakdown of how you would break those categories down? A. I don't. Q. Do you have even a general understanding of what's the is broadband the primary service for your customers? A. Yes. Q. Okay. Would voice be second and TV third;
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A. Yes. Q. What's your understanding? A. We don't process calls on Sunday. Q. Okay. Do you process calls on Saturday? A. Yes. Q. So call in six days a week 7:00 a.m. to 7:00 p.m.? A. Yes, generally speaking. We are open 8:30 to 5:00 on Saturday. Q. Okay. So 7:00 a.m. to 7:00 p.m. Monday to Friday and 8:30 to 5:00 on Saturday and closed on Sunday? A. Generally speaking. We are open to 8:00 p.m. in some locations. Q. Okay. But closed on Sunday throughout your five call centers? A. Yes.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A. Primarily broadband service as well as voice and TV. Q. Do you as you sit here, do you have a breakdown as to how those three categories break down percentage wise, just a general ballpark? A. I don't understand the question. Q. So is 70 percent of your business broadband, 20 percent voice, 10 percent TV, do you have a breakdown of how you would break those categories down? A. I don't. Q. Do you have even a general understanding of what's the is broadband the primary service for your customers? A. Yes. Q. Okay. Would voice be second and TV third; if you know?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A. Yes. Q. What's your understanding? A. We don't process calls on Sunday. Q. Okay. Do you process calls on Saturday? A. Yes. Q. So call in six days a week 7:00 a.m. to 7:00 p.m.? A. Yes, generally speaking. We are open 8:30 to 5:00 on Saturday. Q. Okay. So 7:00 a.m. to 7:00 p.m. Monday to Friday and 8:30 to 5:00 on Saturday and closed on Sunday? A. Generally speaking. We are open to 8:00 p.m. in some locations. Q. Okay. But closed on Sunday throughout your five call centers? A. Yes. Q. Okay. And why is your low on Wednesday Thursday?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A. Primarily broadband service as well as voice and TV. Q. Do you as you sit here, do you have a breakdown as to how those three categories break down percentage wise, just a general ballpark? A. I don't understand the question. Q. So is 70 percent of your business broadband, 20 percent voice, 10 percent TV, do you have a breakdown of how you would break those categories down? A. I don't. Q. Do you have even a general understanding of what's the is broadband the primary service for your customers? A. Yes. Q. Okay. Would voice be second and TV third; if you know? A. I don't know. Q. Okay.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A. Yes. Q. What's your understanding? A. We don't process calls on Sunday. Q. Okay. Do you process calls on Saturday? A. Yes. Q. So call in six days a week 7:00 a.m. to 7:00 p.m.? A. Yes, generally speaking. We are open 8:30 to 5:00 on Saturday. Q. Okay. So 7:00 a.m. to 7:00 p.m. Monday to Friday and 8:30 to 5:00 on Saturday and closed on Sunday? A. Generally speaking. We are open to 8:00 p.m. in some locations. Q. Okay. But closed on Sunday throughout your five call centers? A. Yes. Q. Okay. And why is your low on Wednesday Thursday? A. I honestly don't know the driver behind	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A. Primarily broadband service as well as voice and TV. Q. Do you as you sit here, do you have a breakdown as to how those three categories break down percentage wise, just a general ballpark? A. I don't understand the question. Q. So is 70 percent of your business broadband, 20 percent voice, 10 percent TV, do you have a breakdown of how you would break those categories down? A. I don't. Q. Do you have even a general understanding of what's the is broadband the primary service for your customers? A. Yes. Q. Okay. Would voice be second and TV third; if you know? A. I don't know. Q. Okay. A. It would I would be speculating. I
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. Yes. Q. What's your understanding? A. We don't process calls on Sunday. Q. Okay. Do you process calls on Saturday? A. Yes. Q. So call in six days a week 7:00 a.m. to 7:00 p.m.? A. Yes, generally speaking. We are open 8:30 to 5:00 on Saturday. Q. Okay. So 7:00 a.m. to 7:00 p.m. Monday to Friday and 8:30 to 5:00 on Saturday and closed on Sunday? A. Generally speaking. We are open to 8:00 p.m. in some locations. Q. Okay. But closed on Sunday throughout your five call centers? A. Yes. Q. Okay. And why is your low on Wednesday Thursday? A. I honestly don't know the driver behind that. It's the way it shakes out.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. Primarily broadband service as well as voice and TV. Q. Do you as you sit here, do you have a breakdown as to how those three categories break down percentage wise, just a general ballpark? A. I don't understand the question. Q. So is 70 percent of your business broadband, 20 percent voice, 10 percent TV, do you have a breakdown of how you would break those categories down? A. I don't. Q. Do you have even a general understanding of what's the is broadband the primary service for your customers? A. Yes. Q. Okay. Would voice be second and TV third; if you know? A. I don't know. Q. Okay. A. It would I would be speculating. I don't know.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. Yes. Q. What's your understanding? A. We don't process calls on Sunday. Q. Okay. Do you process calls on Saturday? A. Yes. Q. So call in six days a week 7:00 a.m. to 7:00 p.m.? A. Yes, generally speaking. We are open 8:30 to 5:00 on Saturday. Q. Okay. So 7:00 a.m. to 7:00 p.m. Monday to Friday and 8:30 to 5:00 on Saturday and closed on Sunday? A. Generally speaking. We are open to 8:00 p.m. in some locations. Q. Okay. But closed on Sunday throughout your five call centers? A. Yes. Q. Okay. And why is your low on Wednesday Thursday? A. I honestly don't know the driver behind that. It's the way it shakes out. Q. For the call centers that you are	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. Primarily broadband service as well as voice and TV. Q. Do you as you sit here, do you have a breakdown as to how those three categories break down percentage wise, just a general ballpark? A. I don't understand the question. Q. So is 70 percent of your business broadband, 20 percent voice, 10 percent TV, do you have a breakdown of how you would break those categories down? A. I don't. Q. Do you have even a general understanding of what's the is broadband the primary service for your customers? A. Yes. Q. Okay. Would voice be second and TV third; if you know? A. I don't know. Q. Okay. A. It would I would be speculating. I don't know. Q. Okay. If I'm a Windstream customer and I want to add services or disconnect service whether it's broadband, voice, or TV, is my call going to
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. Yes. Q. What's your understanding? A. We don't process calls on Sunday. Q. Okay. Do you process calls on Saturday? A. Yes. Q. So call in six days a week 7:00 a.m. to 7:00 p.m.? A. Yes, generally speaking. We are open 8:30 to 5:00 on Saturday. Q. Okay. So 7:00 a.m. to 7:00 p.m. Monday to Friday and 8:30 to 5:00 on Saturday and closed on Sunday? A. Generally speaking. We are open to 8:00 p.m. in some locations. Q. Okay. But closed on Sunday throughout your five call centers? A. Yes. Q. Okay. And why is your low on Wednesday Thursday? A. I honestly don't know the driver behind that. It's the way it shakes out. Q. For the call centers that you are responsible for, are the incoming calls that you are	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. Primarily broadband service as well as voice and TV. Q. Do you as you sit here, do you have a breakdown as to how those three categories break down percentage wise, just a general ballpark? A. I don't understand the question. Q. So is 70 percent of your business broadband, 20 percent voice, 10 percent TV, do you have a breakdown of how you would break those categories down? A. I don't. Q. Do you have even a general understanding of what's the is broadband the primary service for your customers? A. Yes. Q. Okay. Would voice be second and TV third; if you know? A. I don't know. Q. Okay. A. It would I would be speculating. I don't know. Q. Okay. If I'm a Windstream customer and I want to add services or disconnect service whether

Page 45 Page 46 locations that comes within your area of 1 A. It's cheaper to maintain a customer than 2 responsibility? 2 to go get a new one. 3 3 A. If you are going to disconnect, yes. If Q. Okay. And as part of the training and the 4 you want to add service to an existing account, yes. general supervision and the leadership that you 4 If you are prospect and you want to become a 5 provide to your front line call people, is one of Windstream customer, that call would not come to me. 6 the things that you train and provide leadership on 7 Q. Okay. Those calls, prospect calls, who do is when a Windstream customer who is looking to 8 disconnect calls into one of your call centers you 8 they go to? 9 9 try to convince them not to disconnect? A. Our sales, inbound sales centers. 10 10 Q. Okay. But it does fall within your A. Yes. 11 purview for Windstream customers who want to 11 Q. Okay. And is there a name for that 12 process in the industry or that Windstream uses? disconnect or add, that call comes in one of the 12 13 A. Yes. 13 centers or locations that you manage? 14 Q. What's that name? 14 A. Yes. 15 A. Retention process. 15 Q. Okay. Is it a fair statement that it's 16 Q. Okay. Explain to me generally what the 16 more expensive to go get a new client than to 17 Windstream's retention process is for a customer who 17 maintain a current client? is looking to disconnect or has raised the 18 18 MS. LOCKHART: Objection, vague. 19 possibility of disconnection to one the call centers THE WITNESS: Can you restate it real 19 20 that you manage or supervise? 20 quick? 21 The agents are trained to ask the 21 BY MR. NEPPLE: 22 customers questions to understand the root cause of 22 Q. Sure, sure. Is it easier for you and 23 the disconnect request. Based on that information 23 cheaper for you to go get a new Windstream customer 24 they deploy tools to try to convince the customer to 24 or maintain a Windstream customer who is looking to 25 stay with us by addressing the root cause of the 25 disconnect? Page 47 Page 48 disconnect request. 1 A. We would troubleshoot the issue, dispatch 2 Q. Okay. And those tools, what kind of tools 2 the technician, in come cases to try to remedy the 3 are those that you provide to them? 3 4 4 A. I'll give two examples. If they are Q. Okay. If I'm a Windstream and I call one unhappy with the speed they are receiving, we would 5 5 of your call centers and I'm saying I'm not happy 6 give them a speed upgrade either for free or at a 6 with the speed, is there a script or talking point 7 discounted rate. If they are unhappy with the price 7 that come up for speed root cause? 8 they are paying, we may offer them a monthly 8 A. Yes, that's accurate. 9 recurring discount. 9 Q. Okay. And same thing for price root 10 Q. Okay. Any other incentives that you 10 cause? 11 provide to a customer that is looking to disconnect 11 A. Yes that's accurate. 12 other than upgrade in speed or decrease in price or 12 Q. Okay. And then would there be one for 13 13 technical root cause? 14 A. Those are the main ones that virtually 14 A. Yes. everything that we provide calls in those two 15 15 Q. Okay. Is that script pretty consistent 16 categories. 16 other than updating the prices and the speeds, but 17 Q. Okay. And tell me if I'm wrong, would 17 taking out those variables of price and speed, is 18 there not be a category where people who are just 18 the script generally consistent over the last few 19 unhappy with the service, it's out, it's not 19 years that you have been in this job? 20 consistent, I'm having trouble maintaining my 20 A. Yes. Although I would not characterize it 21 connection, we'll call it technical issues, there is 21 as a script. It's more of a call handling process 22 not a pile of technical issues tool? 22 guide. 23 23 Q. Okay. 24 Q. What tools do you offer people who are 24 A. It doesn't contain necessarily scripting. 25 having technical issues? 25 Q. Okay. They are not reading it word for

Page 49 1 word, but they have bullet points on what they, what 2 you or what Windstream wants them to mention to a 3 customer call complaining of speed or price? 4 A. Yes, that's accurate. 4 Q. Okay. And as part of that process you feel there is a root cause and hopefully offer some front line person sees, do you have input on what the 6 of the depo that you have some input on what the 7 front line person sees, do you have input on those 8 bullet points or that summary for both the speed or 9 the price or technical issues? 9 you want to solve that problem, right? You whate a conversation with that person? 11 Q. Okay. Let's talk about the general 12 disconnection process. If I'm a Windstream customer 13 and I want to disconnect for any reason, I'm either 14 not happy or I'm moving or I'm getting married and 15 combining homes, whatever that may be. Take out 16 why, I just want to disconnect. How is that process 17 done? I can call one of your call centers; is that 18 correct? 18 you want to disconnect, that can be done over but we would make a phone call to confirm the disconnect. 1 you want to disconnect. 1 hat we would make a phone call to confirm the disconnect. 2 but we would make a phone call to confirm the disconnect. 4 Q. Okay. And as part of that process you there would make a phone call to confirm the disconnect. 4 Q. Okay. And as part of that process out we would make a phone call to confirm the disconnect. 4 Q. Okay. And as part of that process out we would make a phone call to confirm the disconnect. 4 Q. Okay. And as part of that process out we would make a phone call to confirm the disconnect. 4 Q. Okay. And as part of that process out we would make a phone call to confirm the disconnect. 4 Q. Okay. And as part of that process out we would make a phone call to confirm the disconnect. 4 Q. Okay. And as part of that process out we would make a phone call to confirm the disconnect. 4 Q. Okay. I assume the same thing if som sandy and the process of the process of the process out we would make a phone	thing nat olive vant to
you or what Windstream wants them to mention to a customer call complaining of speed or price? A. Yes, that's accurate. Q. Okay. I think you testified at the start of the depo that you have some input on what the front line person sees, do you have input on those bullet points or that summary for both the speed or the price or technical issues? A. Yes. Q. Okay. And as part of that process you then want to talk to that customer to find out in the there is a root cause and hopefully offer some that they will stay with you if it's something they you can solve, if it's a problem that you can solve, if it's a problem that you can solve you want to solve that problem, right? You want to solve that problem. The want to disconnect the want to solve that they will stay with you if it's something there is a root cause and hopefully offer some them want to talk to that customer to the want to talk to that customer to talk to that customer to the want to talk to that customer to the want to talk to that customer to the want to talk to ta	thing nat olive vant to
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17 done? I can call one of your call centers; is that 17 A. That's accurate.	
To doing. Feat can one of your can eches, is that	
18 correct? 18 Q. It's the same thing, you would call that	
19 A. Yes. 19 person just like if you got an email from them	
20 Q. And I can disconnection TV, voice and 20 again, go through the process of trying to mai	ntain
21 Internet broadband in a call center call? 21 your customer?	
22 A. Yes.	
Q. Okay. Can I disconnect all three of those 23 Q. Any other methods that they can disco	
24 service by email? 24 other than calling in, emailing or sending you	U.S.
25 A. You can send us written notification that 25 mail?	
5 51	
	e 52 _
1 A. In some cases we get notified of a 1 BY MR. NEPPLE:	
2 disconnect request from another provider. 2 Q. Okay. Do you track the number of	
3 Q. Okay. Explain that to me, please. 3 customers who are trying to disconnect service	е
4 A. So if one of our customers calls another 4 through your call centers that you manage?	
5 provider and wants to establish service with them 5 A. Yes.	
6 and they want to move their telephone number over, 6 Q. Okay. Do you track that on a daily ba	S1S
7 we call it porting in the industry, there is a 7 or a monthly basis?	
8 process where we are notified of that request. 9 Q. Does that porting apply to all three 9 Q. Okay. And on average, how many	
	vacie?
10 forms, broadband, voice and TV? 10 disconnection requests do you get on a daily be the formation of the	
12 process associated with the broadband when it's a 12 Q. And like your other numbers does tha	
12 process associated with the broadonald when it's a 12 Q. And like your other infinites does that 13 number vary by the month of the year?	*
14 notifications, but it primarily pertains to voice. 14 A. It does.	
15 Q. Okay. Are these customers who don't like 15 Q. Would it track basically higher in the	
16 confrontation and want their new provider to do it 16 spring when people are moving and lower in the	ihe
for them or is this standard in the industry that 17 winter or is there a different driver?	
this porting process is just what happens in the 18 A. It does not track higher in the spring	
19 industry between competitors? 19 because customers are moving. It tracks high	er in
20 MS. LOCKHART: Objection. Assumes facts 20 the summer because customers are moving.	. ==
21 not in evidence. 21 Q. Okay. And that four to 500 people the	at
22 THE WITNESS: I can't speak for the 22 want to disconnect on a daily basis, do you tra	
23 customer and why they choose to go that route versus 23 metric versus the number of subscribers you l	
24 others, but this is something that's been in place 24 a percentage? In other words, we have X num	
25 for a long time. 25 request and we have this many subscribers ou	

1 percentage is Y? 2 A. I don't track that number. 3 Q. Okay. And do you track your batting 4 average of, let's say 500 people call today and want 5 to disconnect, do you track the percentage of the 6 number of people that you are able to convince to 7 stay with your service? 8 A. Yes, we do track that. 9 Q. What's the percentage - strike that. 10 What do you call that conversion 11 rate, retention rate or what term would you apply to 12 it? 13 A. Saved percentage, okay. What is 15 Windstream's saved percentage, okay. What is 15 Windstream's saved percentage, okay. What is 16 A. I don't know the exam number. 17 Q. Ballpark? 18 A. 64 percent. 19 Q. Is there a goal that Windstream tries to 20 set for its saved percentage? 21 A. Yes. 22 Q. And what's the goal? 23 A. It varies by month. 24 Q. Okay. Did you implement it? 25 give me a range? Page 55 1 in 2015? 2 A. No. 3 Q. Okay. Did you implement it? 4 A. Yes. 5 Q. Okay. What changes did you make from the 6 process that was in place before you implemented it? A. Yes. 5 Q. Os ansed percentage and preventing 6 process that was in place before you implemented it? A. Yes. 11 A. Yes. 12 Q. Is then fair if I call in and say, I 13 want added services that will stay with like certain 14 group of your call center employees, but if I want 15 to disconnect that goes to a subset of that? 16 A. Yes. 17 Q. Okay. How big is the subset of that? 18 A. Free that fire a goal. 19 Q. Okay. How fire me to five that percentage and preventing of the continent only in one location, but we do have a selection process to try to find the best firs for that particular role in that location. The function only in one location, but we do have a selection process to try to find the best firs for that particular role in that location. The function of the disconnect employees? 19 Q. Okay. How often are you traveling to the process that will stay with like certain 19 Q. Okay. How big is the subset of that? 10 Q. Okay. How often are you traveling to the process that wall stay with like certain 11 A.	
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3 Q. Okay. And do you track your batting 4 average of, lefs say 500 people call today and want 5 to disconnect, do you track the percentage of the 6 number of people that you are able to convince to 7 stay with your service? 8 A. Yes, we do track that. 9 Q. What's the percentage - strike that. 10 What do you call that conversion 11 rate, retention rate or what term would you apply to 12 it? 13 A. Saved percentage. 14 Q. Saved percentage, okay. What is 15 Windstream's saved percentage, okay. What is 16 A. I don't know the exam number. 17 Q. Ballpark? 18 A. 64 percent. 19 Q. Is there a goal that Windstream tries to 20 set for its saved percentage? 21 A. Yes. 22 Q. And what's the goal? 23 A. It varies by month. 24 Q. Okay. On a high end and low end, can you 25 give me a range? Page 55 1 in 2015? 2 A. No. 2 Q. Okay. Did you implement it? 3 A. Yes. 4 Q. Okay. Did you implement it? 5 Q. Okay. What changes did you make from the 6 process that was in place before you implemented it? 7 A. Yes. 2 Q. On saved percentage and preventing 2 disconnect? 2 A. Yes. 3 Q. Okay. What changes did you make from the 6 process that was in place before you implemented it? 7 A. Yes. 4 A. Yes. 5 Q. Okay. What changes did you make from the 6 process that was in place before you implemented it? 7 A. We established a team that was exclusively 8 focused on that function. 9 Q. On saved percentage and preventing 10 disconnect? 11 A. Yes. 12 Q. Is it then fair if I call in and say, I 13 want added services that will stay with like certain 14 group of your call center employees, but if I want 15 to disconnect that goes to a subset of that? 16 A. Yes. 17 Q. Okay. How big is the subset of that? 18 disconnect team? 29 Q. Okay. How big is the subset of the 17 Newton, lowa. 20 Q. Okay. How often are you traveling to the volume and a disconnect team? 20 Q. Okay How big is the subset of the 21 Q. Okay How often are you traveling to the volume and process to a subset of that? 20 Q. Okay How big is the subset of the 21 Q. Okay How big is the subset of t	ng.
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8 A. Yes, we do track that. 9 Q. What's the percentage strike that. 10 What do you call that conversion 11 rate, retention rate or what term would you apply to 12 it? 13 A. Saved percentage. 14 Q. Saved percentage, okay. What is 15 Windstream's saved percentage for 2019? 16 A. I don't know the exam number. 17 Q. Ballpark? 18 A. 64 percent. 19 Q. Is there a goal that Windstream tries to 19 Q. Is there a goal that Windstream tries to 20 set for its saved percentage? 21 A. Yes. 22 Q. And what's the goal? 23 A. It varies by month. 24 Q. Okay. On a high end and low end, can you 25 give me a range? Page 55 1 in 2015? 2 A. No. 3 Q. Okay. Did you implement it? 4 A. Yes. 5 Q. Okay. What changes did you make from the 6 process that was in place before you implemented it? 7 A. We stabilished a team that was exclusively 8 focused on that function. 9 Q. On saved percentage and preventing 10 disconnect? 11 A. Yes. 12 Q. Is it then fair if I call in and say, I. 13 want added services that will stay with like certain 14 group of your call center employees, but if I want 15 to disconnect that goes to a subset of that? 16 A. Yes. 17 Q. Okay. How big is the subset of the 18 disconnect employees? 19 A. Fifty agents. 8 A. It has increased. 9 Q. Okay. How big is the subset of the 10 Q. Okay. How big is the subset of the 11 A. Yes. 12 Q. Okay. Who big is the subset of the 12 Okay. How often are you traveling to to the consonnect many out traveling to the location and preventing 10 disconnect group of your call center employees? 10 Q. Okay. How big is the subset of the 11 A. Yes. 12 Q. Okay. How big is the subset of the 13 disconnect team? 14 A. Fifty agents.	has the
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1	rt?
AT THE A LOCAL TOWN HARD CONTROL AGENC ARE IN THE ALOVE THE ALOVE THE TROM LIECTRICIPAL	11.
20 Q. Okay. How many disconnect agents are in 20 It's a joke. I'm from Des Moines. 21 place on an average day? 21 A. Yes.	
21 place on an average day? 22 A. I don't know. 22 Q. Thanks. Is it fair to say that when	
23 Q. Okay. What is about the skill set of the 23 customers call in and they want to disconnect y	VOII
24 So agents that they have been tasked with the 24 want to try to talk them out of it?	you
24 So agents that they have been tasked with the 24 want to try to talk them out of 11? 25 disconnect and the retention plan? 25 A. Yes.	, - ··
2.5 disconnect and the retention plan: 2.5 A. 168.	y

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	1 Q. Okay. And are all those disconnection	1	upon their geographical location who their likely
	2 calls recorded?	2	providers are other strike that.
	3 A. Yes.	3	As part of the call center intakes
	4 Q. Okay. Do you ask or are your strike	4	where the disconnects are processed and that screen
	5 that.	5	comes up, can an operator, one of your front line
	6 Are your disconnect agents asked who	6	employees look at the location and have an
	7 their current service is with? Strike that, that's	7	understanding of who the competitors are in that
	8 a horrible question.	8	location?
	9 Your agents in the disconnect center,	9	A. Yes.
	do they ask your Windstream customers who they are	10	Q. Okay. So if my parents in Clive, Iowa
	disconnecting for, who they want to disconnect for?	11	call up and say I'm looking to leave Windstream and
	12 A. Yes, if it's relevant to the call that	12	you pull up their address and you see they are in
	13 they are taking.	13	Clive Iowa you know who the competitors for
	Q. Okay. Are they asked as a matter of	14	Windstream are for their address?
	15 course?	15	A. Yes, that's accurate.
	A. I would not characterize it as a matter of	16	Q. Okay. And do you know every single time
	17 course, no.	17	who the competitors are?
_	Q. Do you train those disconnect agents to	18	A. Yes, that's accurate.
	19 ask?	19	Q. Okay.
	A. We train them primarily to dig into the	20	A. I'm sure there are exceptions but
	21 root cause of the disconnect, which is much more	21	primarily, yes.
	important to us than who they are currently with.	22	Q. Okay. So is it a fair summary to say that
	Q. Okay. As part of the display screen that	23	if someone calls and they want to disconnect your
	comes up with when a Windstream customer calls in	24	service and the screen pops up, the person knows who
	and wants to disconnect, are you able to tell based	25	your competitors are and their first goal is to find
	Page 59		Page 60
1	out the root cause of the disconnect request?	1	those lines, but I would characterize the process
2	A 37		
	A. Yes.	2	and the responses that the agents give to disconnect
3	A. Yes.Q. Okay. And try to address the root cause	2 3	and the responses that the agents give to disconnect request as primarily falling in those two
3 4			
	Q. Okay. And try to address the root cause	3	request as primarily falling in those two
4	Q. Okay. And try to address the root cause of the disconnect request?A. Yes.Q. Okay. How empowered are your front line	3 4	request as primarily falling in those two categories, speed and price. BY MR. NEPPLE: Q. Okay. Is any of the compensation paid to
4 5	Q. Okay. And try to address the root cause of the disconnect request?A. Yes.Q. Okay. How empowered are your front line employees to make an offer whether it's speed or	3 4 5	request as primarily falling in those two categories, speed and price. BY MR. NEPPLE: Q. Okay. Is any of the compensation paid to the Windstream employees or independent contractors
4 5 6 7 8	 Q. Okay. And try to address the root cause of the disconnect request? A. Yes. Q. Okay. How empowered are your front line employees to make an offer whether it's speed or price or whatever to solve that root problem, do you 	3 4 5 6 7 8	request as primarily falling in those two categories, speed and price. BY MR. NEPPLE: Q. Okay. Is any of the compensation paid to the Windstream employees or independent contractors in any of your call centers that you manage based
4 5 6 7	 Q. Okay. And try to address the root cause of the disconnect request? A. Yes. Q. Okay. How empowered are your front line employees to make an offer whether it's speed or price or whatever to solve that root problem, do you have a metric that can only offer X, Y or Z or are 	3 4 5 6 7	request as primarily falling in those two categories, speed and price. BY MR. NEPPLE: Q. Okay. Is any of the compensation paid to the Windstream employees or independent contractors in any of your call centers that you manage based upon their retention rate?
4 5 6 7 8	Q. Okay. And try to address the root cause of the disconnect request? A. Yes. Q. Okay. How empowered are your front line employees to make an offer whether it's speed or price or whatever to solve that root problem, do you have a metric that can only offer X, Y or Z or are they given pretty while latitude whatever they need	3 4 5 6 7 8	request as primarily falling in those two categories, speed and price. BY MR. NEPPLE: Q. Okay. Is any of the compensation paid to the Windstream employees or independent contractors in any of your call centers that you manage based upon their retention rate? A. Yes.
4 5 6 7 8 9 10	Q. Okay. And try to address the root cause of the disconnect request? A. Yes. Q. Okay. How empowered are your front line employees to make an offer whether it's speed or price or whatever to solve that root problem, do you have a metric that can only offer X, Y or Z or are they given pretty while latitude whatever they need to do to keep that customer happy and not	3 4 5 6 7 8 9 10	request as primarily falling in those two categories, speed and price. BY MR. NEPPLE: Q. Okay. Is any of the compensation paid to the Windstream employees or independent contractors in any of your call centers that you manage based upon their retention rate? A. Yes. Q. Okay. How does that work?
4 5 6 7 8 9 10 11	Q. Okay. And try to address the root cause of the disconnect request? A. Yes. Q. Okay. How empowered are your front line employees to make an offer whether it's speed or price or whatever to solve that root problem, do you have a metric that can only offer X, Y or Z or are they given pretty while latitude whatever they need to do to keep that customer happy and not disconnect?	3 4 5 6 7 8 9 10 11 12	request as primarily falling in those two categories, speed and price. BY MR. NEPPLE: Q. Okay. Is any of the compensation paid to the Windstream employees or independent contractors in any of your call centers that you manage based upon their retention rate? A. Yes. Q. Okay. How does that work? A. They receive higher compensation in the
4 5 6 7 8 9 10 11 12 13	Q. Okay. And try to address the root cause of the disconnect request? A. Yes. Q. Okay. How empowered are your front line employees to make an offer whether it's speed or price or whatever to solve that root problem, do you have a metric that can only offer X, Y or Z or are they given pretty while latitude whatever they need to do to keep that customer happy and not disconnect? A. I would characterize it as Y latitude with	3 4 5 6 7 8 9 10 11 12 13	request as primarily falling in those two categories, speed and price. BY MR. NEPPLE: Q. Okay. Is any of the compensation paid to the Windstream employees or independent contractors in any of your call centers that you manage based upon their retention rate? A. Yes. Q. Okay. How does that work? A. They receive higher compensation in the retention team if the retention or save percentage
4 5 6 7 8 9 10 11 12 13 14	Q. Okay. And try to address the root cause of the disconnect request? A. Yes. Q. Okay. How empowered are your front line employees to make an offer whether it's speed or price or whatever to solve that root problem, do you have a metric that can only offer X, Y or Z or are they given pretty while latitude whatever they need to do to keep that customer happy and not disconnect? A. I would characterize it as Y latitude with parameters or guardrails on those.	3 4 5 6 7 8 9 10 11 12 13 14	request as primarily falling in those two categories, speed and price. BY MR. NEPPLE: Q. Okay. Is any of the compensation paid to the Windstream employees or independent contractors in any of your call centers that you manage based upon their retention rate? A. Yes. Q. Okay. How does that work? A. They receive higher compensation in the retention team if the retention or save percentage is higher.
4 5 6 7 8 9 10 11 12 13 14	Q. Okay. And try to address the root cause of the disconnect request? A. Yes. Q. Okay. How empowered are your front line employees to make an offer whether it's speed or price or whatever to solve that root problem, do you have a metric that can only offer X, Y or Z or are they given pretty while latitude whatever they need to do to keep that customer happy and not disconnect? A. I would characterize it as Y latitude with parameters or guardrails on those. Q. Okay. So you can up speed to this number,	3 4 5 6 7 8 9 10 11 12 13 14 15	request as primarily falling in those two categories, speed and price. BY MR. NEPPLE: Q. Okay. Is any of the compensation paid to the Windstream employees or independent contractors in any of your call centers that you manage based upon their retention rate? A. Yes. Q. Okay. How does that work? A. They receive higher compensation in the retention team if the retention or save percentage is higher. Q. Okay. Is it based on average save
4 5 6 7 8 9 10 11 12 13 14 15	Q. Okay. And try to address the root cause of the disconnect request? A. Yes. Q. Okay. How empowered are your front line employees to make an offer whether it's speed or price or whatever to solve that root problem, do you have a metric that can only offer X, Y or Z or are they given pretty while latitude whatever they need to do to keep that customer happy and not disconnect? A. I would characterize it as Y latitude with parameters or guardrails on those. Q. Okay. So you can up speed to this number, you can decrease price to this number, you can offer	3 4 5 6 7 8 9 10 11 12 13 14 15	request as primarily falling in those two categories, speed and price. BY MR. NEPPLE: Q. Okay. Is any of the compensation paid to the Windstream employees or independent contractors in any of your call centers that you manage based upon their retention rate? A. Yes. Q. Okay. How does that work? A. They receive higher compensation in the retention team if the retention or save percentage is higher. Q. Okay. Is it based on average save percentage or are they compensated per individual
4 5 6 7 8 9 10 11 12 13 14 15 16 17	Q. Okay. And try to address the root cause of the disconnect request? A. Yes. Q. Okay. How empowered are your front line employees to make an offer whether it's speed or price or whatever to solve that root problem, do you have a metric that can only offer X, Y or Z or are they given pretty while latitude whatever they need to do to keep that customer happy and not disconnect? A. I would characterize it as Y latitude with parameters or guardrails on those. Q. Okay. So you can up speed to this number, you can decrease price to this number, you can offer other incentives within a range?	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	request as primarily falling in those two categories, speed and price. BY MR. NEPPLE: Q. Okay. Is any of the compensation paid to the Windstream employees or independent contractors in any of your call centers that you manage based upon their retention rate? A. Yes. Q. Okay. How does that work? A. They receive higher compensation in the retention team if the retention or save percentage is higher. Q. Okay. Is it based on average save percentage or are they compensated per individual save?
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q. Okay. And try to address the root cause of the disconnect request? A. Yes. Q. Okay. How empowered are your front line employees to make an offer whether it's speed or price or whatever to solve that root problem, do you have a metric that can only offer X, Y or Z or are they given pretty while latitude whatever they need to do to keep that customer happy and not disconnect? A. I would characterize it as Y latitude with parameters or guardrails on those. Q. Okay. So you can up speed to this number, you can decrease price to this number, you can offer other incentives within a range? A. Yes, that's accurate.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	request as primarily falling in those two categories, speed and price. BY MR. NEPPLE: Q. Okay. Is any of the compensation paid to the Windstream employees or independent contractors in any of your call centers that you manage based upon their retention rate? A. Yes. Q. Okay. How does that work? A. They receive higher compensation in the retention team if the retention or save percentage is higher. Q. Okay. Is it based on average save percentage or are they compensated per individual save? A. It's based on the average, the percentage.
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q. Okay. And try to address the root cause of the disconnect request? A. Yes. Q. Okay. How empowered are your front line employees to make an offer whether it's speed or price or whatever to solve that root problem, do you have a metric that can only offer X, Y or Z or are they given pretty while latitude whatever they need to do to keep that customer happy and not disconnect? A. I would characterize it as Y latitude with parameters or guardrails on those. Q. Okay. So you can up speed to this number, you can decrease price to this number, you can offer other incentives within a range? A. Yes, that's accurate. Q. Other than price and speed, what other	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	request as primarily falling in those two categories, speed and price. BY MR. NEPPLE: Q. Okay. Is any of the compensation paid to the Windstream employees or independent contractors in any of your call centers that you manage based upon their retention rate? A. Yes. Q. Okay. How does that work? A. They receive higher compensation in the retention team if the retention or save percentage is higher. Q. Okay. Is it based on average save percentage or are they compensated per individual save? A. It's based on the average, the percentage. Q. Okay. Are they compensated based upon
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Q. Okay. And try to address the root cause of the disconnect request? A. Yes. Q. Okay. How empowered are your front line employees to make an offer whether it's speed or price or whatever to solve that root problem, do you have a metric that can only offer X, Y or Z or are they given pretty while latitude whatever they need to do to keep that customer happy and not disconnect? A. I would characterize it as Y latitude with parameters or guardrails on those. Q. Okay. So you can up speed to this number, you can decrease price to this number, you can offer other incentives within a range? A. Yes, that's accurate. Q. Other than price and speed, what other incentives can they offer within the guardrails?	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	request as primarily falling in those two categories, speed and price. BY MR. NEPPLE: Q. Okay. Is any of the compensation paid to the Windstream employees or independent contractors in any of your call centers that you manage based upon their retention rate? A. Yes. Q. Okay. How does that work? A. They receive higher compensation in the retention team if the retention or save percentage is higher. Q. Okay. Is it based on average save percentage or are they compensated per individual save? A. It's based on the average, the percentage. Q. Okay. Are they compensated based upon what the Windstream save amounted to, in other
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q. Okay. And try to address the root cause of the disconnect request? A. Yes. Q. Okay. How empowered are your front line employees to make an offer whether it's speed or price or whatever to solve that root problem, do you have a metric that can only offer X, Y or Z or are they given pretty while latitude whatever they need to do to keep that customer happy and not disconnect? A. I would characterize it as Y latitude with parameters or guardrails on those. Q. Okay. So you can up speed to this number, you can decrease price to this number, you can offer other incentives within a range? A. Yes, that's accurate. Q. Other than price and speed, what other incentives can they offer within the guardrails? MS. LOCKHART: Objection, asked and	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	request as primarily falling in those two categories, speed and price. BY MR. NEPPLE: Q. Okay. Is any of the compensation paid to the Windstream employees or independent contractors in any of your call centers that you manage based upon their retention rate? A. Yes. Q. Okay. How does that work? A. They receive higher compensation in the retention team if the retention or save percentage is higher. Q. Okay. Is it based on average save percentage or are they compensated per individual save? A. It's based on the average, the percentage. Q. Okay. Are they compensated based upon what the Windstream save amounted to, in other words, we only had to offer X for speed, we only had
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q. Okay. And try to address the root cause of the disconnect request? A. Yes. Q. Okay. How empowered are your front line employees to make an offer whether it's speed or price or whatever to solve that root problem, do you have a metric that can only offer X, Y or Z or are they given pretty while latitude whatever they need to do to keep that customer happy and not disconnect? A. I would characterize it as Y latitude with parameters or guardrails on those. Q. Okay. So you can up speed to this number, you can decrease price to this number, you can offer other incentives within a range? A. Yes, that's accurate. Q. Other than price and speed, what other incentives can they offer within the guardrails? MS. LOCKHART: Objection, asked and answered.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	request as primarily falling in those two categories, speed and price. BY MR. NEPPLE: Q. Okay. Is any of the compensation paid to the Windstream employees or independent contractors in any of your call centers that you manage based upon their retention rate? A. Yes. Q. Okay. How does that work? A. They receive higher compensation in the retention team if the retention or save percentage is higher. Q. Okay. Is it based on average save percentage or are they compensated per individual save? A. It's based on the average, the percentage. Q. Okay. Are they compensated based upon what the Windstream save amounted to, in other words, we only had to offer X for speed, we only had to offer Y for price, is that taken into account or
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q. Okay. And try to address the root cause of the disconnect request? A. Yes. Q. Okay. How empowered are your front line employees to make an offer whether it's speed or price or whatever to solve that root problem, do you have a metric that can only offer X, Y or Z or are they given pretty while latitude whatever they need to do to keep that customer happy and not disconnect? A. I would characterize it as Y latitude with parameters or guardrails on those. Q. Okay. So you can up speed to this number, you can decrease price to this number, you can offer other incentives within a range? A. Yes, that's accurate. Q. Other than price and speed, what other incentives can they offer within the guardrails? MS. LOCKHART: Objection, asked and answered. THE WITNESS: In some cases we would offer	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	request as primarily falling in those two categories, speed and price. BY MR. NEPPLE: Q. Okay. Is any of the compensation paid to the Windstream employees or independent contractors in any of your call centers that you manage based upon their retention rate? A. Yes. Q. Okay. How does that work? A. They receive higher compensation in the retention team if the retention or save percentage is higher. Q. Okay. Is it based on average save percentage or are they compensated per individual save? A. It's based on the average, the percentage. Q. Okay. Are they compensated based upon what the Windstream save amounted to, in other words, we only had to offer X for speed, we only had to offer Y for price, is that taken into account or is it simply the fact that it was a save taken into
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	Page 61		Page 62
1	percentage.	1	break? We have been going for about an hour.
2	Q. Okay.	2	MS. LOCKHART: Yeah, sure.
3	A. There is no penalty for the type of tactic	3	(A recess was taken.)
4	deployed.	4	BY MR. NEPPLE:
5	Q. Okay. So make sure I understand, is it a	5	Q. All right. Now, you said you had some
6	fair statement to say if Windstream call service	6	input based on whether it's a script or talking
7	center employee A offers a \$20 discount and their	7	points for your call center employees, correct?
8	save percentage is 65 and the call center employee B	8	A. Yes.
9	offers \$10 discount but their save percentage is	9	Q. As part of the Windstream bankruptcy, did
10	still 65 percent they are going to be compensated	10	you draft any talking points or scripts or whatever
11	the same?	11	for questions that came up about the Windstream
12	A. Yes, that's my recollection.	12	bankruptcy filing?
13	Q. Okay. Is it a fair statement to say that	13	A. No.
14	Windstream wants the opportunity to talk to any	14	Q. Were any talking points or scripts or any
15	current Windstream customer face to or on the phone	15	sort of information provided to call center
16	before that customer disconnects?	16	employees on how to handle the Windstream bankruptcy
17	MS. LOCKHART: Objection, form.	17	if that issue came up?
18	THE WITNESS: Yes.	18	A. We did provide some call processing
19	BY MR. NEPPLE:	19	documentation that had scripting in it because how
20	Q. Let me clean it up. Is it fair to say	20	we handle certain calls changed when we filed for
21	that Windstream wants an opportunity to talk to that	21	Chapter 11. I am aware of that.
22	customer on the phone, that Windstream customer	22	Q. Okay. Let me try to unpack that because I
23	before they disconnect?	23	don't know if I understood it. You provided call
24	A. Yes.	24	processing information, what did you provide?
25	MR. NEPPLE: You want to take a short	25	A. I'll give you one example. So the way we
	Page 63		Page 64
1	would process a customer credit changed after we	1	Q. Did you know before they filed or after
2	filed. Back up.	2	they filed?
3	The way we process a credit request	3	A. I don't recall specifically if I was told
4	from a customer changed after we filed for	4	we were going to file. I just don't recall.
5	bankruptcy.	5	Q. Okay. Had you heard any rumors that
6	Q. Okay.	6	Windstream was going to file for bankruptcy before
7	A. So as a result of that we provided	7	they filed?
8	information to the front line agents to enable them	8	A. Yes.
9	to process those calls in the new environment.	9	Q. Did you as part of your review whether
10	Q. Okay. Did you provide any information	10	listening to ten calls a day that you talk about or
11	specific to the bankruptcy, you know, why	11	otherwise have input on how your call centers should
12	Windstream, why they filed or what they thought or	12	respond to questions about the Windstream bankruptcy
13	what they predicted the outcome will be, anything	13	at any point in time?
14	like that to the call center employees?	14	A. Not immediately after the filing.
15	A. I did not provide that information.	15	Q. Okay. At what point did that change?
16	Q. Are you aware of any new information being	16	A. When Charter sent out the false
17	provided to call center employees on those topics?	17	advertisement.
18	A. I don't recall anything being provided.	18	MR. NEPPLE: Move to strike that.
19	Q. When did you first hear that Windstream	19	Argumentative but go ahead.
20	had either filed bankruptcy or was going to file	20	BY MR. NEPPLE:
21	bankruptcy?	21	Q. Did you provide any messaging whether it's
22	A. I don't recall the exact date.	22	a script or talking points or guidance whatsoever on
		23	how your call center employees should deal with or
23	Q. Okay. Does February or March of this year	43	
	Q. Okay. Does February or March of this year sound right?	24	respond to questions specific to the letter that
23			

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	Page 65		Page 66
1	bankruptcy?	1	Q. Is any of your compensation tied to
2	MS. LOCKHART: Objection.	2	Windstream's financial performance other than the
3	THE WITNESS: I did not provide anything	3	continuing existence of Windstream?
4	and to my recollection. My team didn't provide	4	A. Yes.
5	anything either.	5	Q. How does that work?
6	BY MR. NEPPLE:	6	A. I receive a salary. I also receive a
7	Q. Are you aware of anyone else providing	7	short term incentive or I'm eligible for a short
8	that to your call center employees?	8	term incentive bonus as provided in cash and then I
9	A. I may have been aware of one point, but I	9	have a long term incentive structure that is also
10	don't recall anything specific.	10	provided in cash.
11	Q. Okay. Did you personally receive a copy	11	Q. Okay. And what's the short term? Yearly?
12	of the Windstream letter and notice from the	12	A. No, not know. Now it's quarterly.
13	bankruptcy court regarding Windstream's bankruptcy	13	Q. I'm sorry?
14	filing?	14	A. Not now. Now it's quarterly.
15	A. Yes, I believe I did.	15	Q. What's the long term?
16	Q. Okay. Do you have a stock ownership in	16	A. It is granted annually. In some cases at
17	Windstream?	17	best quarterly.
18	MS. LOCKHART: Objection, relevance.	18	Q. Have you reviewed at any point in time any
19	BY MR. NEPPLE:	19	call transcripts from your call center employees
20	Q. You can go ahead and answer.	20	where the issue of Windstream's bankruptcy arose?
21	A. I do not.	21	A. Yes.
22	Q. No stock ownership either in 401K or	22	Q. What did you do then?
23	otherwise?	23	MS. LOCKHART: Objection. Can we just
24	A. I don't know for I don't think I have	24	stipulate to a running objection related to the
25	any in my 401K.	25	bankruptcy specifically.
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			rage 00
1		1	
1	MR. NEPPLE: I don't know what	1 2	similar to, Windstream is not going out of business,
2	MR. NEPPLE: I don't know what MS. LOCKHART: On relevance grounds.	2	similar to, Windstream is not going out of business, Windstream is going to continue unevaded, do you
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	MR. NEPPLE: I don't know what MS. LOCKHART: On relevance grounds. MR. NEPPLE: Sure. You can have a relevance objection. THE WITNESS: Have I answered? MR. NEPPLE: No, you have not answered the question. Can you read back the question? (Whereupon the Court Reporter read the previous question.) THE WITNESS: Yes, I reviewed some certainly reviewed some transcripts where the bankruptcy came up. I'm sure I took action, but I don't recall any specific action. BY MR. NEPPLE: Q. Did you review that as an ordinary course of your responsibilities or as part of your preparation for this deposition? A. I reviewed some in the ordinary course of my responsibilities. Q. Did you see statements that call center employees were making to Windstream customers regarding Windstream's bankruptcy?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	similar to, Windstream is not going out of business, Windstream is going to continue unevaded, do you review call statements like that? MS. LOCKHART: Objection, foundation. THE WITNESS: Yes, I did. BY MR. NEPPLE: Q. Okay. Do you know where that information how that information came into the possession of the Windstream front line call center employees? A. I do. Q. Okay. How? What's your recollection? A. We had some scripting, again, associated with the new call handling environment that we were in by virtue of the filing that contained some of that information. At least to the best of my recollection it did. Q. Okay. Is there any source of information related to the Windstream bankruptcy for your call center employees other than the scripting information that you just discussed? A. I'm not aware of anything. Q. Okay. As you sit here today, what's your recollection of what the scripting was for the

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	Page 69		Page 70
1	A. Generally speaking, that we were still on	1	initiative that was handled by corporate support
2	firm financial footing and had sufficiently	2	employees that I was not involved in.
3	liquidity to see through the bankruptcy.	3	Q. Okay.
4	Q. And how did how was that strike	4	A. Beyond that I really don't have any
5	that.	5	working knowledge of it.
6	What was the source of those	6	Q. Okay. When you say it's handled by
7	statements or those predictions?	7	corporate and corporate support employees, who is
8	A. I don't know.	8	that?
9	Q. Did you review them before they went to	9	A. Our public relations department, general
10	the call center employees?	10	counsel, legal.
11	A. I don't recall doing that.	11	Q. So it's your understanding or your belief
12	Q. Was it provide by in-house legal?	12	that the source of the information or prediction
13	A. I don't know.	13	that Windstream's call center employees were to
14	Q. You have no idea of the source of the	14	transmit to Windstream's customers regarding
15	information that was provided to the call center	15	Windstream's Chapter 11 bankruptcy filing came from
16	employees on how to address Windstream's bankruptcy?	16	general counsel, in-house legal and the public
17	A. I was not involved in those discussions so	17	relations group?
18	I just can't say with any degree of certainly where	18	A. Yes.
19	they came from.	19	Q. Did you ever review the letter that you
20	Q. Okay. Well, whether it's any degree of	20	received from Windstream with it's Chapter 11 notice
21	certainty or not, do you have any suspicion, any	21	from the bankruptcy court?
22	idea, any belief of where those talking points or	22	MS. LOCKHART: Objection, assumes facts
23	scripting came to get into the possession of the	23	not in evidence. Foundation.
24	front line call center employees?	24	THE WITNESS: It was mailed to me and I
25	A. Generally speaking, this was a corporate	25	read it.
	Page 71		Page 72
1	BY MR. NEPPLE:	1	you see where the customers expressed either concern
2	Q. Okay.	2	or uncertainty regarding Windstream's future?
3	A. Not in detail.	3	A. Yes.
4	Q. Okay. Did you at any time ever look at	4	Q. And in response to their concerns about
5	scripting developed by PR, in-house legal or GC	5	Windstream's future based upon the receipt of the
6	regarding the opinions or predictions on the future	6	information from Windstream that it had filed for
7	of Windstream and say, that's not accurate?	7	bankruptcy, you didn't have a problem with
8	A. No.	8	Windstream front line call center employees saying,
9	Q. So if a call got elevated to your level	9	don't worry Windstream is going to be here in the
10	whether it's one of the ten that you review a day or	10	future, no problems? MS. LOCKHART: Objection, misstates his
11 12	in any other sort of form and you saw or heard one of your customer service employees tell a Windstream	11	· ·
13	customer that Windstream has filed for bankruptcy	12 13	testimony. THE WITNESS: I wouldn't have any problem
14	but it's not going anywhere and it's going to be	14	with that call being handled that way.
15	able to continue on moving forward you would have no	15	BY MR. NEPPLE:
16	objection to that statement?	16	Q. Okay. Do you think it's reasonable or
17	MS. LOCKHART: Objection, misstates his	17	anticipated that a Windstream customer who gets the
18	testimony.	18	Windstream notice from letter strike that.
19	BY MR. NEPPLE:	19	Do you think it's reasonable or
20	Q. Go ahead.	20	anticipated that a Windstream customer who gets the
21	A. I would have no objection to that call	21	Windstream letter and notice from the bankruptcy
22	being handled that way.	22	court would be concerned about the future of
23	Q. In any of the transcripts that you	23	Windstream when they see bankruptcy?
24	reviewed of Windstream customers regarding	24	MS. LOCKHART: Objection. Counsel, can we
25	Windstream's filing of Chapter 11 bankruptcy, did	25	go off the record?

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	Page 73		Page 74
	1 MR. NEPPLE: Sure.	1	(Whereupon the Court Reporter read the
	2 (Off the record discussion.)	2	previous question.)
	3 MR. NEPPLE: You can't have it both ways.	3	THE WITNESS: That would be a reasonable
	4 He's either a fact witness and I can ask him what	4	response.
	5 facts he knows or he's a corporate designee. My	5	BY MR. NEPPLE:
	6 understanding is he's not a corporate designee so	6	Q. When those people, those Windstream
	7 he's a fact witness.	7	customers mentioned that concern, did you log that
	8 MS. LOCKHART: Your understanding is	8	in your call logs at any place or is it just
	9 correct, he is not a corporate designee.	9	recorded, right?
	10 MR. NEPPLE: Okay.	10	A. It's recorded.
	MS. LOCKHART: But we offered him	11	Q. Yeah.
	specifically for topics related to the call center.	12	A. And in some cases logged.
	I am saying now on the record that this line of	13	Q. Okay. Tell me what is logged versus
	14 questioning is irrelevant as the judge has held on	14	recorded? I'm assuming strike that.
	multiple occasions that what Windstream has done	15	My understanding is every call is
	related to its own bankruptcy is irrelevant to what	16	recorded, correct?
	17 Charter did with respect to Windstream's bankruptcy.	17	A. Yes.
	18 MR. NEPPLE: Okay. I understand your	18	Q. Okay. What is logged and who has the
	19 objection.	19	discretion on what to log?
	MS. LOCKHART: So it's the stipulation	20	A. The agent should
	21 to continue this objection is ongoing with respect	21	MS. LOCKHART: Objection.
	to this line of questioning.	22	MR. NEPPLE: Go ahead. She is going to
	MR. NEPPLE: I understand. You have a	23	make an objection. Go ahead.
	relevancy objection to the continuing of questions.	24	MR. LOCKHART: Objection, compound. You
	Read back the question, please.	25	can answer.
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1	Page 75	1	Page 76
1	THE WITNESS: The agents are trained to	1	centralized resource?
2	THE WITNESS: The agents are trained to make notes on the account that are relevant to the	2	centralized resource? A. Provide the information meaning in the
2	THE WITNESS: The agents are trained to make notes on the account that are relevant to the call they process and in some cases the information	2 3	centralized resource? A. Provide the information meaning in the question you asked customers that were calling in
2 3 4	THE WITNESS: The agents are trained to make notes on the account that are relevant to the call they process and in some cases the information in the question you asked would be logged there.	2 3 4	centralized resource? A. Provide the information meaning in the question you asked customers that were calling in unsettled about the bankruptcy we established a
2 3 4 5	THE WITNESS: The agents are trained to make notes on the account that are relevant to the call they process and in some cases the information in the question you asked would be logged there. BY MR. NEPPLE:	2 3 4 5	A. Provide the information meaning in the question you asked customers that were calling in unsettled about the bankruptcy we established a process for customers that were calling in and were
2 3 4 5 6	THE WITNESS: The agents are trained to make notes on the account that are relevant to the call they process and in some cases the information in the question you asked would be logged there. BY MR. NEPPLE: Q. Okay. Did you provide any guidance to	2 3 4 5 6	A. Provide the information meaning in the question you asked customers that were calling in unsettled about the bankruptcy we established a process for customers that were calling in and were unsettled about the advertisements they received in
2 3 4 5 6 7	THE WITNESS: The agents are trained to make notes on the account that are relevant to the call they process and in some cases the information in the question you asked would be logged there. BY MR. NEPPLE: Q. Okay. Did you provide any guidance to those agents that say, if the customer mentions our	2 3 4 5 6 7	A. Provide the information meaning in the question you asked customers that were calling in unsettled about the bankruptcy we established a process for customers that were calling in and were unsettled about the advertisements they received in the mail from Charter to log those calls in an
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	Q. Okay. And I understand that, but let me	1	to capture the caller uncertainty regarding the
	2 just make sure I'm clear. You put no processes in	2	Windstream cover letter and notice of bankruptcy,
	place to capture any callers who made calls to your	3	correct?
	4 call centers regarding Windstream's cover letter and	4	A. Correct, none that I'm aware of.
	5 the notice of bankruptcy, yes or no?	5	Q. Okay. In your review of call logs or
	6 MS. LOCKHART: Can we go off the record	6	recorded calls with Windstream customers, did you
	7 real quick?	7	see any call logs strike that.
	8 THE COURT REPORTER: Counsel?	8	In your review of call logs with
	9 MS. LOCKHART: I'm sorry, withdraw the	9	Windstream customers, did you see any of those
	objection. That's my mistake.	10	customers who were concerned about the notice of
	11 THE WITNESS: Can you restate the	11	bankruptcy and cover letter they received from
	12 question? I just want to make sure I answered it	12	Windstream?
	the right way, yes or no?	13	A. I don't recall that specifically, no.
	14 THE COURT REPORTER: Read it back?	14	Q. Okay. Are you familiar with an entity
	15 MR. NEPPLE: Yes.	15	called KCC?
	16 THE WITNESS: Yes, please.	16	A. Yes.
	17 (Whereupon the Court Reporter read the	17	Q. What's your understanding of KCC?
	previous question.)	18	A. They provide some ongoing support during
	19 THE WITNESS: Yes, that is an accurate	19	the bankruptcy process for us. That's extent of it.
	20 statement.	20	Q. Okay. Was there any process that you put
	21 BY MR. NEPPLE:	21	in place or a process that you are aware of that of
	Q. I am correct you put no processes. I'm	22	the issue of Windstream's bankruptcy came up you
	trying not to confuse you and I am asking horrible	23	were to refer them to KCC and a KCC phone number?
	24 questions.	24	A. Yes. I have some recollection of that,
	There are no processes put in place	25	but I don't recall the specifics of what those were.
	T		
	Page 79		Page 80
1	Q. Okay. And your recollection is?	1	Q. And certain calls were kicked to KCC from
2	A. Vague, it's vague. That there was a	2	your call centers, correct?
3	number that was established and there was some types	3	A. I have a vague recollection of that.
4	of calls that we were attempting to push in that	4	Q. Okay.
5	direction.	5	A. I don't
6	Q. Okay. Push in that direction meaning	6	Q. And you're testifying that you don't have
7	being pushed to KCC?	7	an understanding of why certain calls were kicked to
8	A. That's correct.	8	KCC?
9	Q. Okay. So based on your experience and	9	A. That is my testimony, yes.
10	understanding, would it be a fair statement to say	10	Q. Okay. I just wanted your understanding.
11	that questions or concerns or uncertainties	11	You understand there were calls kicked to KCC, but
12	regarding Windstream and the Windstream notice of	12	you are testifying that you don't know the
13	bankruptcy and cover letter were as a general matter pushed to KCC while issues related to the Charter	13 14	circumstances of why they would have been kicked the
14 15		15	KCC; is that fair? A. A more accurate representation would be
16	advertisements were logged and captured by your team; is that a fair statement?	16	that I don't recall what those were.
17	A. No, it's not.	17	Q. Okay. Did you recall at one time and
18	Q. Okay.	18	don't recall now?
19	A. I don't have a specific enough	19	A. That's accurate.
20	recollection in terms of what KCC was even charged	20	Q. Okay. And since you said you did recall
Z ()			at one time, what was the source of your knowledge
	with doing or handling or any of that.	21	at one time, what was the source of your knowledge
21 22	with doing or handling or any of that. Q. Okay. You did testify just a couple of	21 22	
21	Q. Okay. You did testify just a couple of		at that time, was it some directive from corporate,
21 22		22	
21 22 23	Q. Okay. You did testify just a couple of minutes ago that it was your understanding that KCC	22	at that time, was it some directive from corporate, was it some policy, how did that how did you at

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1	A. It was something I read. I don't recall	1	Spectrum adds, you know what I'm talking about here?
2	the source.	2	A. Yes.
3	Q. Okay.	3	Q. Okay. When did you first become aware of
4	MR. NEPPLE: Can you read that answer	4	the Spectrum adds?
5	back, please.	5	A. March 20th.
6	(Whereupon the Court Reporter read the	6	Q. Okay. What was the source of that
7	previous answer.)	7	knowledge?
8	BY MR. NEPPLE:	8	A. One of my team members informed me of a
9	Q. Something internal to Windstream?	9	call that we took related to those advertisements.
10	A. I don't recall.	10	Q. Okay. And were you what did you do in
11	Q. Okay. Did you ever read the Windstream	11	response to that knowledge?
12	annual report or quarterly reports filed with the	12	A. I don't recall the specific action I took,
13	government?	13	not right afterwards.
14	A. I've read portions of those in the past.	14	Q. Okay. Did you go about trying to secure a
15	Q. Do you recall as you sit here any	15	copy of the add, did you go review the transcript of
16	statements that Windstream made to the government	16	that specific call, did you talk to the front line
17	regarding the Chapter 11 bankruptcy?	17	person; do you recall any of that?
18	A. Can you repeat that, please.	18	A. Yes to all of those.
19	Q. Sure. As you sit here today, do you	19	Q. Okay. At some point were you asked in
20	recall any portions of the filings that you read	20	your position to develop and capture information
21	that you recall relating to the Chapter 11	21	from Windstream customers relating to the Spectrum
22	bankruptcy issue?	22	add?
23	A. No.	23	A. Yes.
24	Q. Okay. All right. Moving on to the	24	Q. Okay. I'm talking specifically about the
25	Spectrum ads or Spectrum mailer, if I say just	25	Spectrum adds that are at issue in this lawsuit, not
	Page 83		Page 84
1	just a general day to day Spectrum add but the ones		
	just a general day to day spectrum and but the ones	1	What was the process that you are
2	that are at issue in the complaint?	1 2	What was the process that you are aware of?
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3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	that are at issue in the complaint? A. Yes, I do know what you are talking about. Q. Okay. I just want to make sure we are clear that we are not talking about generic day to day Spectrum adds. Who asked you to capture the information related to the Spectrum adds at issue in this case? A. Nobody asked me specifically, as I recall, but in a general sense it was our legal department that asked us to keep a log. Q. Okay. Did you have a role in developing that log? A. Not a personal one. It was a member of my team that developed the process. Q. Okay. Did you review the log before it went to your front line employees? A. I did not. Q. Are you aware of any changes to that log from the time you first learned about the Spectrum	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	aware of? A. In some of our centers we instructed the agent to email a member of my team when they encountered one of these calls. We had specific information that we asked them to capture in the email and then that went to a resource on my team who converted that information into a log on an Excel spreadsheet. Q. Okay. Your answer had three subpoints here. Let me see if I can understand it. You said some of the centers got that instruction; why didn't all of the centers get that instruction? A. Because that sort of activity is a distraction to agents and the efforts that we undertook were not an effort to quantify the activity, it was an effort to understand what our customers were going through so that we can arm the agents with the information they needed to better process the calls.
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Page 85 Page 86 A. In the call center environment, really any 1 correct? 2 production environment, the amount of time that it 2 A. Nothing changed with the call recording, 3 takes to process a transaction is important and when we did not change anything there. We do not have 4 the ability to search calls. you interject some additional process or 5 Q. You don't have the ability to search documentation requirement into that, you inevitably drive up the average handle time thereby driving 6 calls? 7 A. That is correct. down your efficiency. 8 Since this was not a quantification Q. Do you know how certain transcripts were 9 produced in this case of calls to the call center? 9 effort and we were only attempting to understand 10 MS. LOCKHART: Objection. Attorney-work 10 what our customers were going through we made the 11 decision to not deploy this process everywhere 11 product. 12 because to get an understanding of the type of THE WITNESS: Do I need to answer? 12 13 MS. LOCKHART: You can answer. 13 information we were trying to secure here and what 14 THE WITNESS: Can you restate the 14 we were trying to do that would have been 15 question? 15 unnecessary. 16 MR. NEPPLE: Read it back. 16 Q. I see. So it is a fair statement to say 17 (Whereupon the Court Reporter read the 17 that you tasked certain call centers with trying to 18 previous question.) 18 get an understanding of what's going on in the 19 THE WITNESS: I did not provide those. I 19 background? 20 don't know exactly how those were produced. A. That would be an accurate statement. 20 21 BY MR. NEPPLE: 21 Q. Okay. Is it a fair statement to say you 22 Q. Okay. Do you have any recollection 22 still continue to record every call and every call 23 whether you have complete knowledge or partial 23 for the 60 days or however long your hold time is 24 knowledge or have a hint or a suspicion or whatever 24 could be searched for certain specific terms whether 25 level that you want to clarify it with on how 25 its Charter, Charter add, bankruptcy, whatever; Page 87 Page 88 Windstream was able to produce transcripts of calls 1 interaction, correct? to the call centers involving Charter adds? 2 A. That is correct. A. Yes. My suspicion is we just simply took 3 Q. Okay. Were your employees, call center the calls that were logged and went and listened to 4 employees directed to discuss the Charter add, were those and provided a transcript or somebody did. 5 they provided talking points or a script or any Q. Okay. So if it's been represented that 6 other mandatory or optional ways of handling that calls, recorded calls were searched, that is not 7 8 8 accurate; you would agree with that? A. Yes, my team was provided with that sort 9 A. Yes, I would agree with that. We don't 9 of information. 10 have the ability to search. 10 Q. Okay. What information were they 11 Q. Okay. So what logging is done with 11 provided? 12 respect to Charter adds, is there a drop down box, 12 A. Talking points to help them process the 13 is there just a caller notes of your front line 13 14 employee, is there a click box, how is that retained 14 Q. Okay. Anything else? 15 15 A. Some scripting. We had talking point and 16 A. The process that we put in place in some 16 scripting, as I recall. 17 of our centers were for agents that received calls 17 Q. Okay. And as I understand the terms, tell pertaining to these advertisements, they were to 18 18 me if I'm wrong, the talking points are just like 19 email a member of my team who took the information 19 bullet points, A, B and C; we want to communicate 20 contained in the email and converted it into a log 20 these three topics. The scripting is we want you to 21 on an Excel spreadsheet. That was the possess. 21 essentially read or paraphrase what's in the script; 22 22 Q. Okay. So if a front line call center is that a fair summary? 23 employee, the issue of the Charter add is raised, 23 A. That's fair. 24 that employee was to email a member of your team and 24 Q. And you recall both, talking points and

25

25

then a spreadsheet was created from that

scripting to address the Charter adds?

	Dama 00	01 31	
	Page 89		Page 90
1	A. Yes. I would characterize that we had	1	provided and the training they received.
2	talking points and I think a few of the bullets were	2	Q. As you sit here today, can you recall
3	actual like italicized scripts that, you know, the	3	looking at any transcript of calls from your front
4	agent could lean on if they got tongue tied on a	4	line employees where your front line employees made
5	call.	5	the representation that the Charter adds were
6	Q. Some sort of conglomeration of the two,	6	illegal?
7	the bullet points and script?	7	A. I don't recall that, no.
8	A. Yes.	8	Q. As you sit here today, based upon your
9	Q. Okay. Did that go to just the subgroup	9	review of any of the transcripts of front line
10	that you routed calls to or from or did that go out	10	employees, do you recall whether front line
11	to all the call centers you mentioned?	11	employees told Windstream customers that Charter was
12	A. It went out to all my call center	12	illegally using quote, our colors, unquote?
13	employees.	13	A. I don't recall reviewing any transcript
14	Q. Okay. Were your call center employees	14	with that sort of response.
15	empowered to deviate from let's call it bullet	15	Q. Shifting gears a little bit, is it a fair
16	points or script or a conglomeration, were they	16	statement to say that when a Windstream customer
17	empowered to deviate from what was provided to them?	17	calls in and they are thing about disconnection that
18	A. Yes.	18	you are going to make them at least an offer whether
19	Q. How could they deviate from what was	19	it's increased speed or lower cost?
20	provided to them?	20	A. Yes.
21	A. In a number of different ways. To	21	Q. Okay. So if they pick up the phone and
22	summarize, they would ask clarifying questions, open	22	they are concerned about disconnection, they are
2.3	ended questions, things of that nature to get to the	23	going to get a better deal whether it's greater
24	heart or the reason for the call and then respond	24	speed or something else, they are going to get a
25	appropriately based on the information they had been	25	better deal than what they have right now; is that a
			<u> </u>
	Page 91		Page 92
1	Page 91 fair statement?	1	
1 2	fair statement?	1 2	rather.
		2	rather. Q. Okay. Do you keep a metric on how long
2	fair statement? A. I wouldn't say that's a fair statement, not as blanket statement, but in most cases we are		rather. Q. Okay. Do you keep a metric on how long you keep a Windstream customer on average?
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	Page 93		Page 94
1	Windstream may emerge from the bankruptcy, but may	1	do you see that?
2	not emerge in all the areas in all the markets in	2	A. I do see that.
3	all the services that it provided before the	3	Q. Okay. Do you see later down starting on
4	bankruptcy?	4	line 18 the associates' response which continues on
5	A. I have no idea.	5	to page 729?
6	(Defendant's Exhibit No. 1, CALL TRANSCRIPT,	6	A. I do see that.
7	was marked for identification.)	7	Q. Okay. And the response and I'm not going
8	BY MR. NEPPLE:	8	to read it into the record, we can all see what it
9	Q. I'll show the what the court reporter has	9	is, but the response basically on lines 18 to 25 is
10	marked as Exhibit One that's what has been provided	10	consistent with the either bullet point messaging or
11	to us in discovery. Take your time and read it and	11	script or combination that you provided to your
12	I'm going to ask you a few questions and I can point	12	front line employees?
13	you to the page or you can take your time and read	13	MS. LOCKHART: Objection, misstates his
14	the whole thing.	14	testimony.
15	A. I prefer you point me to the page.	15	BY MR. NEPPLE:
16	Q. We are going to start on 728 starting at	16	Q. You can go ahead.
17	the bottom half, why don't you take a moment to read	17	A. Yeah, I would say that the associate's
18	it from there to the end of the page.	18	response starting on line 18 through line eight of
19	A. Okay.	19	the next page is generally in line with the talking
20	Q. Okay. You see on 728 the middle of the	20	points that I recall being provided after the
21	page the customer who was called this says, quote,	21	
21		21	Spectrum adds went out.
23	well, I just got a letter in the mail from strike		Q. Okay. And you see on line 23 you see the
	that.	23	prediction, we are not going under?
24	Well, I just got a letter in the mail	24	A. I do see that.
25	about Windstream filing for Chapter 11 bankruptcy;	25	Q. You see the prediction on lines 24 and 25,
	Page 95		
	rage 95		Page 96
1		1	Page 96 A. Yes.
1 2	nobody is going to experience any difference in their services; do you see that?	1 2	
	nobody is going to experience any difference in		A. Yes.
2	nobody is going to experience any difference in their services; do you see that?	2	A. Yes.Q. Okay. Because your associate says, is it
2	nobody is going to experience any difference in their services; do you see that? A. I do see that.	2 3	A. Yes.Q. Okay. Because your associate says, is itSpectrum? The customer says, yes. Correct?
2 3 4	nobody is going to experience any difference in their services; do you see that? A. I do see that. Q. Okay. And that's consistent with the messaging that you provided to front line employees,	2 3 4	 A. Yes. Q. Okay. Because your associate says, is it Spectrum? The customer says, yes. Correct? A. Yes. Q. Okay. Turn the page 736, do you see where
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	nobody is going to experience any difference in their services; do you see that? A. I do see that. Q. Okay. And that's consistent with the messaging that you provided to front line employees, correct? A. Correct. Q. Okay. Turn to page 735, and again, you are free it to read all you want but I'm going to ask you questions starting around line 20 through about line six of the next page. A. Do you have a question pending for me? Q. Are you done reviewing? A. Yes. Q. Okay. Sorry. Do you see on page 735 starting on line 20 where the customer says, quote, and I also got a notice from a competitor saying, internal quotes, hey, you ought to switch because, you know, they are probably going out the business, end of quotation. Did I read that accurately? A. Yes. Q. And this would be different than the Chapter 11 notice, this would be the Spectrum add	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. Yes. Q. Okay. Because your associate says, is it Spectrum? The customer says, yes. Correct? A. Yes. Q. Okay. Turn the page 736, do you see where your front line associate says, quote, and I'm going to pick it up in the middle of the sentence, line three, quote, we are trying to have that stopped because that's illegal. They are using our colors, our an envelop that looks like it's coming from Windstream and it's not. Did I read that accurately? A. Yes. Q. Did you see the statement that the associate says that it's illegal? A. I do see that. Q. Okay. Is that consistent with the messaging that was provided to the front line associates? A. Not to my recollection. Q. Would you want your front line associates to make a blanket statement on whether conduct is legal or illegal?

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	Page 97		Page 98
1	correct?	1	Q. Okay. And your interpretation of our
2	A. That is correct.	2	colors would be the pink to purple pallet that we
3	Q. Okay. I am correct then. Did the	3	discussed earlier?
4	statement of our colors, are you aware of what the	4	A. Yes.
5	front line associate is claiming to be, quote, our	5	Q. Okay. And you are aware that there are
6	colors, end quote?	6	other companies that use pink to purple pallets,
7	A. To me that refers to the color we use four	7	correct?
8	our kinetic brand.	8	MS. LOCKHART: Objection. Calls for legal
9	Q. What are those colors?	9	conclusion.
10	A. I would characterize it as a color pallet	10	THE WITNESS: I'm not aware of other
11	and I remember different colors in it, but it's	11	companies that use our color pallet to market their
12	easily recognizable.	12	services.
13	MS. LOCKHART: Can we take a break?	13	(Defendant's Exhibit No. 2, SPREADSHEETS, was
14	MR. NEPPLE: Sure.	14	marked for identification.)
15	(A recess was taken.)	15	BY MR. NEPPLE:
16	BY MR. NEPPLE:	16	Q. Sir, I'll show you what the court reporter
17	Q. Picking up where we left off, I was	17	marked as Exhibit Two. I'll let you look at that
18	directing your attention to the statement regarding,	18	and I'll ask you a couple of questions about it.
19	quote, they are using our colors, unquote, on page	19	A. Okay.
20	Windstream 736. Do you see that?	20	Q. Is that the spreadsheet that you discussed
21	A. Yes.	21	earlier in your testimony that was create from some
22	Q. Was the statement, they are using or	22	of the call centers?
23	colors, part of the information provided to your	23	A. It is not.
24	front line employees?	24	Q. Okay. Do you recognize what Exhibit Two
25	A. Not that I recall.	25	is then?
	Page 99		Page 100
1		1	
2	A. I do recognize it.Q. Okay. Can you identify what it is?	2	going back, does that mean going back and pulling the recording of that call?
3	A. This is a document I saw yesterday that	3	A. I'm not certain.
4	looks like it was derived from the call log that we	4	Q. Okay. And customer care screen shot,
5	kept.	5	what's that to your knowledge?
6	Q. Okay. And across the top there are	6	A. I'm not certain what that is either
7	obviously column entries, number, date of call,	7	exactly.
8	account number, et cetera. A couple of questions,	8	Q. Okay. When you say what you see as
9	one is, type of contact; do you see that?	9	Exhibit Two was derived from your spreadsheet, what
10	A. Yes.	10	is in your spreadsheet that's not shown in Exhibit
11	Q. And one of those is tweet, correct?	11	Two?
12	A. Yes.	12	A. I don't have enough specific recollection
13	Q. Okay. So you also respond to tweets in	13	of that to be able to compare the two off memory.
14	addition it to calls, emails, U.S. mail?	14	Q. Okay. Would there be additional data
15	A. Yes.	15	columns?
16	Q. Okay.	16	A. I don't know.
17	A. I mean, I do not personally respond to	17	Q. Would there be additional accounts?
18	tweets.	18	A. I don't know.
- 0	Q. I understand. Windstream responds to a	19	Q. Okay. Can you explain what the purpose of
19		1 -	
19 20	· · · · · · · · · · · · · · · · · · ·	2.0	Exhibit Two was /
20	tweet or at least it did on that occasion?	20 21	Exhibit Two was? A. It's not again. I'm not familiar with
20 21	tweet or at least it did on that occasion? A. I'm not personally familiar with this one,	21	A. It's not again, I'm not familiar with
20 21 22	tweet or at least it did on that occasion? A. I'm not personally familiar with this one, no.	21 22	A. It's not again, I'm not familiar with this. I saw this yesterday for the first time.
20 21 22 23	tweet or at least it did on that occasion? A. I'm not personally familiar with this one, no. Q. Okay, that's fine. I just want to make	21 22 23	A. It's not again, I'm not familiar with this. I saw this yesterday for the first time.Q. Okay.
20 21 22	tweet or at least it did on that occasion? A. I'm not personally familiar with this one, no.	21 22	A. It's not again, I'm not familiar with this. I saw this yesterday for the first time.

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	Page 101		Page 102
	1 Q. Okay.	1	opposed to just Charter offering a better financial
	2 (Defendant's Exhibit No. 3, CALL TRANSCRIPT,	2	deal?
	3 was marked for identification.)	3	MS. LOCKHART: Objection, form.
	4 BY MR. NEPPLE:	4	THE WITNESS: No. I see the primary drive
	5 Q. Sir, I'm showing you what the court	5	of this call to be a price concern on the part of
	6 reporter has marked as Exhibit Three, which is Bates	6	customer. Nothing else.
	7 number Windstream 927 through 930. You are welcome,	7	BY MR. NEPPLE:
	8 again, to read the entire document, but I'm going to	8	Q. Okay.
	9 ask you questions on page 929.	9	(Defendant's Exhibit No. 4, CALL TRANSCRIPT,
	10 A. Okay.	10	was marked for identification.)
	Q. Okay. Turning to page 929 lines six	11	BY MR. NEPPLE:
	through ten, this is a customer calling in and says,	12	Q. Sir, I'll show you what the court reporter
	in addition to that we just received a flier from	13	has marked at Exhibit Four. It's Bates stamped
	14 Spectrum that tells us and I just confirmed that,	14	Windstream 1049 through 1054. Again, you are
	that they can give her unlimited long distance and	15	welcome to read the entire thing, but I'm going to
	her monthly bill will only be \$10 a month.	16	ask you questions on pages 1051 and 1052.
	17 Did I quote that accurately?	17	A. Okay.
	18 A. You did.	18	MS. LOCKHART: Sorry, you said what pages,
	19 Q. Okay. That is just competition based on	19	1051 and 1052?
	20 price; is there any indication in this transcript	20	MR. NEPPLE: Yes, 1051 and 1052.
	21 and you are welcome to look at the whole thing that	21	THE WITNESS: Okay.
		22	BY MR. NEPPLE:
	č č	23	Q. Do you see an page 1051 where your
		24	associate is trying to drill down to the root cause
	Q. Okay. Do you see anywhere in there	25	in line 20?
	25 indicating that it's the Charter add at issue as		
	Page 103		Page 104
1	A. Yes, I see that.	1	A. Because the customer states, I probably
2	Q. Okay. And the customer responds that	2	would have switched anyways.
3	Chapter 11 was one of the reasons that that customer	3	Q. And then the customer on line 23 says,
4	wants to switch, correct?	4	that was one reason, correct?
5	A. Yes, I do see that.	5	MS. LOCKHART: On the prior page?
6	Q. And you see on 1051 continuing and 1052	6	MR. NEPPLE: Page 1051.
7		7	THE WITNESS: Yes, they stated that on
8	the customer drills down or strike that. The associate drills down on lines 15	8	page 1051 line 23.
9	through 19, again, and goes back to the customer and	9	BY MR. NEPPLE:
10		10	Q. Okay. And do you have any reason to
11	says, had we not sent you that letter, sir, would	11	believe that what the what is reported that the
12	you have stayed with us or would you have still	12	customer stated on page 1051 or 1052 was
13	switched to Spectrum? And the customer responds, I	13	inaccurately transcribed?
	probably would have switched anyway.	14	•
14	Did I read that accurately?	15	A. I have not way of knowing that.
15	A. Yes, you did.	16	Q. Okay. (Defendant's Exhibit No. 5, CALL TRANSCRIPT,
16	Q. Okay. Would it be your interpretation of	17	(Defendant's Exhibit No. 5, CALL TRANSCRIPT, was marked for identification.)
17	this call log that this customer switched because of		· · · · · · · · · · · · · · · · · · ·
18	the letter that they received from Windstream?	18	BY MR. NEPPLE:
19	A. That's not the way I interpret it.	19	Q. Sir, I'll show you what the court reporter
20	Q. Okay. Give me your interpretation,	20	has marked as Exhibit Five. It's Windstream 1502
21	please.	21	through 1508. Again, the same request, I'm going to
22	A. My interpretation, particularly of line 15	22	ask you questions regarding the document most of
23	through 19, is that the reason they disconnected was	23	them are regarding pages 1505, but feel free to read
24	not primarily driven by the letter they received.	24	the entire document.
0.5			
25	Q. Okay.	25	A. Okay.

	260 Pg 28 Page 105		Page 106
	Q. Okay. Do you see on page 1505 that the	1	of your agents talking to one of your customers. So
	2 customer is inquiring about Windstream being in	2	based upon my representation
	3 bankruptcy?	3	A. Yes, it appears to be a Windstream agent
	4 A. What line is that on?	4	certainly talking to a Windstream customer.
	5 Q. It's a continuation of the customer on	5	Q. And I'm talking the first sentence here,
	6 pages 1504 lines 22 through page 1505 line four.	6	the first sentence I talked to you on page 1505
	7 A. Okay. I've read it. I can respond now.	7	lines five and six, and we talked about this earlier
	8 Q. All right. So on 1504 the customer is	8	in your testimony where the associates says, yes,
	9 raising questions regarding Windstream's bankruptcy,	9	Spectrum is sending those out illegally. You did
1		10	not want that messaging, correct?
1		11	A. That is correct.
1		12	Q. Okay. And then on lines 11 through 13 the
1		13	customer says, quote, it doesn't say that you are
1	•	14	shutting down. It just says, which means
1		15	uncertainty and I think that's a fair statement.
1		16	And your associates says, no, not really because.
1		17	And the customer comes back, bankruptcy does mean
1		18	uncertainty. Your associate says, okay, if you feel
1	9 Q. Okay.	19	that way, that's fine.
2	•	20	So the customer at least in the
	characterization that it is my agent, I can't attest	21	customer's mind bankruptcy meant uncertainty and
2	2 to that.	22	that's what was reported to your agent, front line
2	 Q. Okay. Look, I understand. This has been 	23	agent?
2	4 provided to us in discovery. I'll represent that	24	A. Is there a question there?
	5 it's my understanding that it is a transcript of one	25	Q. Was that what was reported to your front
	Page 107		Page 108
	line agent that the customer believed bankruptcy	1	A. Yes, I see that's the side of the
	2 means uncertainty?	2	business that I work on today.
	 A. This call transcript of the call reflects 		business that I work on today.
	71. This can transcript of the can reflects	3	Q. Okay. And you've seen kinetic adds,
	that, yes.	3 4	•
		1	Q. Okay. And you've seen kinetic adds, correct?A. Yes.
	 that, yes. Q. Okay. And do you agree with that statement? 	4	Q. Okay. And you've seen kinetic adds,correct?A. Yes.Q. And you've seen kinetic adds using the
•	that, yes. Q. Okay. And do you agree with that statement? MS. LOCKHART: Objection, calls for	4 5 6 7	Q. Okay. And you've seen kinetic adds, correct?A. Yes.Q. And you've seen kinetic adds using the purple to pink or pink to purple color pallet,
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1 1 1 1 1 1 1 2 2 2	that, yes. Q. Okay. And do you agree with that statement? MS. LOCKHART: Objection, calls for speculation. THE WITNESS: I do not. BY MR. NEPPLE: Q. And why do you disagree with that statement? A. Based on what I know of the process that would be an inaccurate characterization of the type of filing that we are going through. Q. Okay. You've worked with the kinetic line for awhile, correct? MS. LOCKHART: Objection, vague. THE WITNESS: Can you be more specific? BY MR. NEPPLE: Q. Sure. What's the kinetic line?	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q. Okay. And you've seen kinetic adds, correct? A. Yes. Q. And you've seen kinetic adds using the purple to pink or pink to purple color pallet, correct? A. Yes. Q. How long has Windstream been using that for its kinetic line? MS. LOCKHART: Objection, this is irrelevant. I need to show you we can go on the record for this, but I need to show you this email from your partner, your colleague. I need to find it. Just give me a couple of minutes. What's his name again? Kingston. MR. NEPPLE: I'll make it easy, Counsel, I'll just withdraw the question. BY MR. NEPPLE: Q. Do you know who Emmett Walker is?

25

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25

questions here just to make sure he's not going to

Page 109 Page 110 1 come in to trial -- I'm entitled to ask the fact 1 MR. NEPPLE: Okay, that's fine. 2 2 BY MR. NEPPLE: witness these questions. 3 3 MR. SMITH: We never said he was coming to Q. I don't have much left. 4 4 MR. NEPPLE: Actually, give me five trial, did we? 5 BY MR. NEPPLE: 5 minutes to go over my notes. I don't have more than 6 Q. All right. Do you know who Emmett Walker 6 five minutes left. 7 7 is? MS. LOCKHART: Okay. 8 8 MS. LOCKHART: Objection. Again, I need (A recess was taken.) 9 9 BY MR. NEPPLE: to show you this email. 10 10 MR. NEPPLE: Okay. Is there some email Q. I'm going to jump around a fill in a few 11 that says I can't ask who Emmett Walker is? 11 bases so if you don't know where I'm going just ask 12 MS. LOCKHART: Yeah, actually, there is. 12 me the questions of where I'm at, but the people 13 13 that called in that you were in the process of doing MR. NEPPLE: Okay. 14 MS. LOCKHART: Your partner agreed to only 14 I'll say a collection of information related to the 15 speak to the call center recordings and the call 15 Spectrum mailer, okay, the Spectrum add, did you log 16 16 center related to Windstream Chapter 11 filing. the outcomes of those calls? 17 MR. NEPPLE: Okay. Show me the email. If 17 In other words, can I look at any 18 18 that's what the deal is, I am more than willing. sort of document that you have that someone called 19 19 MS. LOCKHART: So we agreed -in and you logged it and it has the email process, 20 MR. NEPPLE: Can you show me? I can read 20 sends an email to the team, a Spectrum add, is there 21 21 a log of the outcome of those interactions? the email. 22 MS. LOCKHART: That's the initial email to 22 In other words, did we retain this 23 not move to quash the deposition if we can limit it 23 customer, did we not retain this customer? 24 24 to the certain topics and your partner agreed to do A. That was not the purpose of what we were 25 so and we --25 doing so to the extent that exists I don't have Page 112 Page 111 knowledge of that. That's not what we set out. 1 whether you sold additional services to that 2 Q. I understand that's not what you set out. 2 customer? The question is: Did you keep that metric? 3 MS. LOCKHART: Objection. Assumes facts A. Not to my knowledge. 4 not in evidence. 5 Q. Okay. But could we recreate that metric THE WITNESS: I'm not aware that we logged 6 by just going and working our way backwards from the 6 that. customers where emails were sent to the special 7 BY MR. NEPPLE: 8 8 person you had setup for the Spectrum add and we can Q. Could we recreate it? 9 go back and we can look at those customer accounts 9 A. I imagine it's possible. 10 and we can just determine which of those left, 10 Q. Okay. 11 right, were not retained or retained? 11 MR. NEPPLE: I don't have any further 12 That is possible. 12 questions. I appreciate your time. 13 MR. NEPPLE: Counsel, don't shake your 13 MR. RAPPORPORT: I have no questions. 14 head no. In-house counsel, don't do that again or 14 MS. LOCKHART: I don't have any questions 15 I'm going to call the judge. 15 either. 16 MR. SMITH: I did not shake my head no so 16 I have one question. Let me review my 17 I disagree with that characterization. Please don't 17 notes real quick. I want to clarify something. 18 try to direct me on what to do. I'll call the judge 18 **EXAMINATION** too. I'm sure the Judge would be glad to talk to 19 19 BY MS. LOCKHART: 20 20 Q. So you said that the calls with your 21 BY MR. NEPPLE: 21 customers are recorded, correct? 22 Q. The same question but with respect to 22 A. Yes. 23 those you may have retained, again, where you were 23 Q. Does the call center maintain transcripts 24 doing this email to the special person in the team, 24 of those call recordings? 25 did you keep a log of or can it be recreated on 25 A. No.

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	1450 113		1490 111
1	MS. LOCKHART: No further questions.	1	SIGNATURE OF DEPONENT
2	MR. NEPPLE: No follow-up.	2	DEPONENT: PAUL G. STRICKLAND, JR.
3	(The deposition concluded at 12:12 p.m.)		DEPOSITION DATE: September 20, 2019
		3	REPORTER: SOLANGE RUIZ-URIBE
4	(The witness, after having been advised of		CASE CAPTION: WINDSTREAM HOLDINGS, INC., ET AL. vs.
5	his right to read and sign this transcript, does not	4	CHARTER COMMUNICATIONS, INC. AND CHARTER COMMUNICATIONS
6	waive that right.)		OPERATING, LLC
7		5	
		6	
8			(Please return both Signature of Deponent pages)
9		7	
10			I, the undersigned, PAUL G. STRICKLAND, JR., do
11		8	hereby certify that I have read the foregoing deposition
			and find it to be a true and accurate transcription of
12		9	my testimony, with the following corrections, if any:
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	A. WILLIAM ROBERTS, JR., & ASSOCIATES (800) 743-DEPO		A. WILLIAM ROBERTS, JR., & ASSOCIATES (800) 743-DEPO
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	Page 115		Page 116
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	SIGNATURE OF DEPONENT (CONTINUED)	1	CERTIFICATE OF REPORTER
2	SIGNATURE OF DEPONENT (CONTINUED) DEPOSITION DATE: September 20, 2019		CERTIFICATE OF REPORTER
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	A. WILLIAM ROBERTS, JR., & ASSOCIATES (800) 743-DEPO		A. WILLIAM ROBERTS, JR., & ASSOCIATES (800) 743-DEPO

Defendants

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2	3 4 FOR THE DEBTORS/PLAINTIFFS:
3 IN RE 4 WINDSTREAM HOLDINGS, INC., et al.,	KATTEN MUCHIN ROSENMAN LLP
Debtors,	5 MR. TERENCE P. ROSS 2900 K Street NW
5	6 North Tower - suite 200
Chapter 11 6 Case No. 19-22312 (RDD)	Washington, DC 20007-5118 7 (202) 625-3676
	8 Also Present: Mr. T. Kent Smith
7 WINDSTREAM HOLDINGS, INC., et al.,	10
Plaintiffs, 8	11 FOR THE DEFENDANTS: THOMPSON COBURN
vs. Adv. Proc. No. 19-08246	12 MR. JOHN KINGSTON
9 (RDD)	MR. NINO PRZULJ 13 One US Bank Plaza
CHARTER COMMUNICATIONS, INC. 10 and CHARTER COMMUNICATIONS	St. Louis, MO 63101
OPERATING, LLC	14 (314) 552-6000 15
11 Defendants.	16
12	17 FOR OFFICIAL COMMITTEE OF UNSECURED CREDITORS:
13 14 THE VIDEO DEPOSITION OF WITNESS, JEFFREY	18 MORRISON & FOERSTER, LLP
15 AUMAN, produced, sworn and examined on September	MS. JOCELYN EDITH GREER 19 250 West 55th Street
24, 2019, between the hours of 8:00 in the forenoon	New York, New York 10019
 and 5:00 in the afternoon of that day at the offices of Thompson Coburn, One US Bank Plaza, St. 	20 (212) 468-8000 21
19 Louis, MO 63101, before Suzanne Benoist, a	22 Reported by:
20 Certified Court Reporter and Notary Public within	Ms. Suzanne Benoist, RPR, CCR-MO, CCR-KS, CSR-IL 23 Ms. Kimberlee Lauer, CLVS
21 and for the States of Missouri, Kansas and 22 Illinois, in a certain cause now pending In The	Veritext Legal Solutions
 Illinois, in a certain cause now pending In The United States Bankruptcy Court For The Southern 	24 515 Olive Street, Suite 300 St. Louis, MO 63101
24 District of New York.	25 (314) 230-7260
25	26

Page 5 Page 6 1 -oOo-1 videographer, and our court reporter is Sue 2 VIDEOGRAPHER: Good morning. We're 2 Benoist, also from Veritext. 3 3 going on the record at 9:03 a.m. on Wednesday, I am not authorized to administer an 4 4 September 25th, 2019. Please note that the oath, I am not related to any party in this action 5 5 nor am I financially interested in the outcome. microphones are sensitive and may pick up 6 whispering, private conversations and cellular 6 Counsel and all present in the room 7 7 interference. Please turn off all cell phones or will state their appearance beginning please with 8 8 place them away from the microphones, as they can the noticing attorney. 9 interfere with the deposition audio. Audio and 9 MR. KINGSTON: John Kingston on 10 10 video recording will continue to take place unless behalf of defendants, and with me is Nino Przulj. 11 all parties agree to go off the record. 11 MR. ROSS: Terrence Ross with the law 12 12 firm Katten Muchin Rosenman representing the This is media unit one of the 13 video-recorded deposition of the corporate 13 deponent and conflict counsel for the debtor and 14 representative of Windstream Holdings Incorporated, 14 debtors in possession. 15 Jeffery Auman, taken by counsel for the defendant 15 MR. SMITH: Kent Smith with 16 in the matter of Windstream Holdings Incorporated, 16 Windstream. 17 et al. versus Charter Communications Incorporated, 17 MS. GREER: Jocelyn Greer of Morrison 18 et al., filed in the United States Bankruptcy Court 18 & Foerster on behalf of the official committee of 19 for the Southern District of New York, Case Number 19 unsecured creditors. 20 19-08246. 20 VIDEOGRAPHER: Thank you. 21 This deposition is being held at 21 And then if our reporter would please Thompson Coburn located at 500 North 7th Street in 22 22 swear in the witness. 23 St. Louis, Missouri. 23 JEFFREY AUMAN, 24 My name is Kimberlee Lauer from the 24 of lawful age, being produced, sworn and examined 25 firm Veritext Legal Solutions and I'm the 25 on the part of the Defendant testified as follows: Page 7 Page 8 1 **EXAMINATION** 1 through the process. 2 QUESTIONS BY MR. KINGSTON: 2 Do you mind if we do that, sir? Q. Mr. Auman, can you state and spell 3 4 your name please? 4 I'm going to ask you a series of A. Yes. Jeffery Harold Auman. 5 questions, you're going to answer those questions J-E-F-F-R-E-Y, Harold, H-A-R-O-L-D, Auman, 6 and Ms. Benoist is going to transcribe my questions A-U-M-A-N. Alpha Uniform Mike Alpha November. 7 and your answers. In order for her to get a clear Q. Mr. Auman, have you ever been deposed 8 8 record it would be helpful if we don't interrupt 9 before? 9 each other, which you've been doing a great job so 10 Yes, I have. 10 far. 11 How many times? 11 Do you understand that, sir? 12 A. Once. 12 Yes, sir. 13 O. When was that deposition? 13 Q. And it would probably be useful if A. Approximately 12 years ago. 14 before you answer your question for you to give 15 Was it for a lawsuit? 15 your lawyer time to object, which he may do from 16 A. I don't believe it was for a lawsuit. 16 time to time. 17 No. 17 Do you understand that? 18 Q. Can you think of any reason why that 18 A. Yes. 19 deposition 12 years ago might have anything to do 19 Q. And after your lawyer objects unless 20 with your testimony on behalf of Windstream today? 20 he A., advises you not to answer, and B., you 21 21 decide to take that advice, you will need to answer 22 Q. Then I won't ask you about it. 22 the question. 23 Since it's been a while I think it 23 Does that make sense? might be a good idea Mr. Auman for us to kind of go 24 24 Yes. A. through the ground rules for a deposition and talk 25 25 From time to time I'm going to likely

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1	ask a question that doesn't make any sense, that's	1	Q. If at any point today if you think
2	difficult to understand. If I do that please don't	2	you need to correct or expand upon an answer that
3	answer the question. Okay?	3	you've already given to make that answer more
4	A. Yes.	4	complete or more truthful you're welcome to do
5	Q. Instead just tell me that you don't	5	that.
6	understand the question and you and I can kind of	6	Do you understand that, sir?
7	talk through it until we can come up with a	7	A. Yes.
8	question that you do understand and are able to	8	Q. So any time something pops up where
9	answer.	9	you think I want to circle back to that answer I
10	Does that make sense?	10	gave because that wasn't quite right, or there's
11	A. Yes.	11	some piece tat I ought to tell you, you can tell
12	Q. So you won't answer any question that	12	me. Does that make sense?
13	I ask unless you understand it. True?	13	A. Yes.
14	A. True.	14	Q. You can take a break at any time you
15	Q. Mr. Auman, the parties have exchanged	15	want Mr. Auman, the only thing I ask is if there's
16	documents in this case and we have those documents	16	a question pending or there's a series of related
17	available here. If I ask you a question that you	17	questions, that we finish that series before we
18	think you'd better be able to answer by reviewing a	18	take a break.
19	document please let me know. Okay?	19	Does that make sense?
20	A. Yes. Thank you.	20	A. Yes.
21	Q. We may be able to track that document	21	Q. And is that fair?
22	down and see if that can't help us find out what	22	A. Yes.
23	the answer to my question is.	23	Q. Is there any reason you can't give
24	Does that make sense?	24	complete and honest testimony today, sir?
25	A. Yes.	25	A. No.
	Page 11		Page 12
1	Q. Mr. Auman, when did you join	1	to get new consumer and small business customers,
2	Windstream?	2	is that fair?
3	A. I joined Windstream in November of	3	A. Yes, that's fair.
4	2017.	4	Q. And tell me about the distribution
5	Q. And what was your position?	5	side.
6	A. Senior vice-president of sales and	6	A. It's one in the same, it's attracting
7	distribution.	7	either talent or partners that will sell and
8	Q. Tell me a little bit about your	8	service our customer base.
9	responsibilities as senior vice-president of sales	9	Q. About how many hours a week would you
10	and distribution when you joined Windstream in July	10	say you spent working on those responsibilities
11	of 2017.	11	while, when you first joined Windstream in 2017?
12	A. I was responsible for the consumer	12	A. I'd say on average 60 hours a week.
13	and small and medium business sales and	13	Sometimes more.
14	distribution channels for the Kinetic business	14	Q. So
15	unit.	15	A. My full-time job.
16	Q. And so tell me about the sales	16	Q. Your full-time responsibility working
17	channel responsibilities, what does that entail?	17	60 hours a week and sometimes more since 2017, or
18	A. So, my responsibility would be to	18	when you joined Windstream in 2017 was sales and
19	achieve growth plans related to adding new	19	distribution for consumer and small business, is
20	customers and achieving our revenue targets for	20	that right?
21	both consumer or residential marketplace as well as	21	A. Can you repeat the question?
22	our small and medium business targets for the	22	Q. Yeah, that's fair. That one kind of
23	Kinetic brand.	23	got away from me. Do you mind if I take another
24	Q. So from 10,000 feet you were	24	run at it?
25	responsible on the sales side for figuring out how	25	A. Please.

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1	Q. So it's a fair statement that you	1	business sales and distributions you didn't have
2	spent 60 or more hours a week focused on sales and	2	financial responsibility while serving as a senior
3	distribution for consumer and small business when	3	VP of sales, true?
4	you joined Windstream in November of 2017?	4	MR. ROSS: So John, I'm just going to
5	A. Yes, that's fair. Small and medium	5	object. It's a minor objection, form of the
6	business.	6	question, but you've several times now taken his
7	Q. Did you have any responsibility on	7	testimony and tried to restate it and not always
8	the financial side?	8	exactly. His testimony will speak for itself, so
9	A. No direct responsibility on the	9	the question is asked and answered already.
10	financial side outside of achieving our revenue	10	MR. KINGSTON: Can you read back my
11	targets.	11	question Ms. Benoist?
12	Q. What do you mean by go ahead.	12	(Whereupon, the reporter read from the record)
13	A. As a leader of the organization I had	13	Q. (BY MR. KINGSTON) You can answer,
14	responsibility to, fiscal responsibility to, you	14	sir.
15	know, achieve my expense budgets so there's a	15	A. I had responsibility for achieving
16	target that comes along with that responsibility	16	our revenue targets so I consider that financial
17	that I'm responsible for maintaining.	17	responsibility, I believe I stated that.
18	Q. And would that be the extent of your	18	Q. Sure. So tell me what you mean by
19	financial responsibility as the senior VP of sales?	19	achieving revenue targets.
20	A. Yes.	20	A. So it's achieving our growth plans,
21	Q. So other than mind if I start that	21	we have plans to grow our business and my
22	over, sir?	22	responsibility is to drive the acquisition for new
23	A. Please.	23	customers joining the franchise in both the
24	Q. Beyond ensuring that you met expense	24	consumer and slash call it residential space as
25	targets in connection with consumer and small	25	well as our small and medium markets, and part of
23	targets in connection with consumer and small		wen as our sman and medium markets, and part of
	Page 15		Page 16
1		1	
1 2	that target is number of customers and also overall	1 2	for the Kinetic brand to your responsibilities in March of 2019?
3	revenue, so.	3	A. Yes.
4	Q. Now, at some point you were promoted from vice-president to executive vice-president, is	4	Q. And I presume along with that
5	that true?	5	marketing responsibility for the Kinetic brand in
6		6	
	A. Yes.		March of 2019 you added the same expense-related
7 8	Q. And when was that?A. March 2019.	7 8	responsibilities? A. Yes.
9		9	Q. So making sure you did your marketing
10	in March of 2017? A. Yes.	10	within the expense budget that you were given? A. Yes.
11			
12 13	Q. Tell me how.	12 13	Q. And are you still spending 60 plus hours a week focused on those responsibilities?
	A. I became responsible for our Kinetic		-
14	business unit marketing organization as well.	14	A. I would say that's a typical week,
15	Q. So you had an additional marketing	15	yes. O Who do you report to?
16	responsibility in March of 2017.	16	Q. Who do you report to?
17	A. Yes.	17	A. I report to Jeff Small.
18	Q. And along with that marking	18	Q. And what's Mr. Small's position?
19	responsibility	19	A. President of the Kinetic business
20	A. I'm sorry, I think you said March of	20	unit.
21	2017.	21	Q. And how many people report to you?
22	Q. I did, thank you for correcting me.	22	A. I have 11 direct reports.
23	Mind if I start over, sir?	23	Q. I'm not going to list them, sir, but
24	A. Yes.	24	tell me generally what the jobs are of those direct
25	Q. So you added marketing responsibility	25	reports.
	Q. So you unded marketing responsionity		reports.

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	Page 17		Page 18
1	Do you mind if I try that one again,	1	A. No.
2	sir?	2	Q. When you were promoted in March of
3	A. Yes.	3	2019 were you well, why were you promoted?
4	Q. What do the people that report to you	4	A. Well, hopefully because I'm good but
5	do for a living?	5	the primary driver is my counterpart at the time
6	A. So from a high level they would be	6	resigned from the company.
7	leaders of, within sales and marketing with more	7	Q. Who was that?
8	narrow focused responsibilities than I have. I	8	A. His name was Jeff, or is Jeff Levy.
9	have folks on my team that are responsible for	9	Q. And what was Mr. Levy's position?
10	inside sales in our call centers, outside sales,	10	A. Senior vice-president of marketing.
11	door to door, partner sales or what we would term	11	Q. So there was a senior vice-president
12	agent sales, both online and offline folks that are	12	of marketing well, strike that. Do you mind if
13	responsible for marketing, would include brand,	13	I start over, sir?
14	both consumer and business product, both product	14	A. Yes.
15	development, product management, business	15	Q. Was he the senior vice-president of
16	development and marketing operations or go to	16	marketing for Kinetic?
17	market type of responsibilities, communications,	17	A. Yes.
18	sales operations, kind of systems support	18	Q. So you were the senior vice-president
19	management, technology that we use to sell and	19	of marketing for small business and consumer and
20	service customers. I would say that's a fair broad	20	Mr. Levy was the vice-president of marketing for
21	assessment, or a broad discussion of what the folks	21	Kinetic. Is that true?
22	on my team do and my overall responsibility.	22	A. No.
23	Q. Okay. Are you involved in the	23	Q. Okay. Tell me what I missed.
24	preparation of any financial statements or reports	24	A. I was senior vice-president of sales
25	on behalf of Windstream?	25	and distribution for the Kinetic business unit, and
			,
	Page 19		Page 20
1	Mr. Levy was senior vice-president of marketing for	1	by the time that happened it was largely done and
2	the Kinetic business unit.	2	so I had more capacity and resources on my team so
3	Q. Okay.	3	I wasn't as personally involved in some of the
4	A. We were colleagues.	4	smaller details of what's required, so it freed up
5	Q. So you were sort of in charge of	5	time for me to assume more responsibility.
6	Kinetic sales and distribution and Mr. Levy was in	6	Q. So you spent, is it fair to say that
7	charge of marketing, but both for Kinetic.	7	you spent, because you needed to spend less time
8	A. Yes.	8	recruiting you were able to assume Mr. Levy's
9	Q. And then Mr. Levy left and you were	9	responsibilities?
10	promoted and took on Mr. Levy's role of supervising	10	A. Yes.
11	the Kinetic marketing as well.	11	Q. Do you know Lewis Langston?
12	A. Yes.	12	A. Yes.
13	Q. And you were spending 60 plus hours a	13	Q. When is the last time you talked to
14	week just on sales and distribution, is that right?	14	Mr. Langston?
15	A. Yes.	15	A. Approximately December of 2018.
16	Q. How many hours a week did assuming	16	Q. Is Mr. Langston still with
17	Mr. Levy's responsibilities add to your workload?	17	Windstream?
18	A. No more.	18	A. Not that I'm aware of.
19	Q. You were able to pick up Mr. Levy's	19	Q. Do you know if he's still with
20	load without adding any additional time to yours?	20	Windstream or not?
21	A. Yes.	21	A. I don't know definitively, I don't
22	Q. How did you accomplish that?	22	believe he is.
	A. Much of my time previous to that was	23	Q. And do I correctly infer that because
23			
23	attracting talent into the organization and	24	you don't know definitively whether or not Mr.

			D 00
	Page 21		Page 22
1	know why he left, if he left?	1	replaced?
2	A. I know that Mr. Langston had planned	2	A. I'm not aware.
3	on retiring and then he was, he stayed on to be I	3	Q. You're not aware of a new special
4	believe a special advisor to our CEO, Tony Thomas,	4	advisor to the CEO related to the Chapter 11
5	and my understanding, and I believe this to be the	5	filing?
6	case, that he's exited the company. But I don't	6	A. That's correct.
7	have personal knowledge of that.	7	MR. KINGSTON: I apologize, I think I
8	I want to clarify something, I'm	8	only have three copies of these.
	•		
9	sorry.	9	I misspoke.
10	Q. Please.	10	(MARKED DEFENDANT'S EXHIBIT NO. 1)
11	A. I heard in the question if I did, as	11	Q. (BY MR. KINGSTON) Mr. Auman, I'm
12	in you, and so I did not receive a memo that he was	12	handing you a document that I've labeled Exhibit 1.
13	no longer with the company and so I believe this is	13	Exhibit 1 is a four page document the top of which
14	an easy one to clarify though, if he's here or not,	14	indicates that it's Jeff Auman, executive
15	I don't think so.	15	vice-president sales and marketing, Windstream
16	Q. And do you know why he exited the	16	Communications, and looks like a printout from a
17	company?	17	LinkedIn website.
18	A. No.	18	Can you take a moment to review
19	Q. And you testified that Mr. Langston	19	Exhibit 1 and let me know when you're ready, sir?
20	was a special advisor to the CEO. Was he a special	20	A. Yes. (Reviewing document).
21	advisor for a particular subject matter?	21	I've reviewed it.
22	A. My understanding was it was related	22	Q. You're ready, sir?
23	to our Chapter 11 filing. But that was, that's	23	What is Exhibit 1 Mr. Auman?
24	general knowledge of what I have.	24	A. Appears to be my LinkedIn profile and
25	Q. Do you know if Mr. Langston has been	25	somebody that pulled it that I have a third
	Q. Do you know it is in Langston has been		someoody that pulled it that I have a time
			- 01
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1	connection with.	1	multi-page document captioned Amended Notice Of
1 2	connection with. Q. Hence the little third by your name?	1 2	multi-page document captioned Amended Notice Of Video Deposition Pursuant To FRCP, 30(b)(6).
2	Q. Hence the little third by your name?A. Yes.	2	Video Deposition Pursuant To FRCP, 30(b)(6).
2	Q. Hence the little third by your name?A. Yes.Q. And are you responsible for the	2 3	Video Deposition Pursuant To FRCP, 30(b)(6). Do you recognize Exhibit 2, sir?
2 3 4	Q. Hence the little third by your name?A. Yes.Q. And are you responsible for the contents of your LinkedIn profile or is that	2 3 4	Video Deposition Pursuant To FRCP, 30(b)(6). Do you recognize Exhibit 2, sir? A. (Reviewing document). Yes.
2 3 4 5	Q. Hence the little third by your name?A. Yes.Q. And are you responsible for the contents of your LinkedIn profile or is that something the company puts together for you?	2 3 4 5	Video Deposition Pursuant To FRCP, 30(b)(6). Do you recognize Exhibit 2, sir? A. (Reviewing document). Yes. Q. And do you have personal knowledge of
2 3 4 5 6 7	 Q. Hence the little third by your name? A. Yes. Q. And are you responsible for the contents of your LinkedIn profile or is that something the company puts together for you? A. I'm responsible for the contents of 	2 3 4 5 6 7	Video Deposition Pursuant To FRCP, 30(b)(6). Do you recognize Exhibit 2, sir? A. (Reviewing document). Yes. Q. And do you have personal knowledge of all of the topics on which you've been designated
2 3 4 5 6 7 8	 Q. Hence the little third by your name? A. Yes. Q. And are you responsible for the contents of your LinkedIn profile or is that something the company puts together for you? A. I'm responsible for the contents of my profile. 	2 3 4 5 6 7 8	Video Deposition Pursuant To FRCP, 30(b)(6). Do you recognize Exhibit 2, sir? A. (Reviewing document). Yes. Q. And do you have personal knowledge of all of the topics on which you've been designated to testify Mr. Auman?
2 3 4 5 6 7 8	 Q. Hence the little third by your name? A. Yes. Q. And are you responsible for the contents of your LinkedIn profile or is that something the company puts together for you? A. I'm responsible for the contents of my profile. Q. And is there anything in there that's 	2 3 4 5 6 7 8	Video Deposition Pursuant To FRCP, 30(b)(6). Do you recognize Exhibit 2, sir? A. (Reviewing document). Yes. Q. And do you have personal knowledge of all of the topics on which you've been designated to testify Mr. Auman? MR. ROSS: Did you just say personal
2 3 4 5 6 7 8 9	 Q. Hence the little third by your name? A. Yes. Q. And are you responsible for the contents of your LinkedIn profile or is that something the company puts together for you? A. I'm responsible for the contents of my profile. Q. And is there anything in there that's inaccurate or misleading from your review? 	2 3 4 5 6 7 8 9	Video Deposition Pursuant To FRCP, 30(b)(6). Do you recognize Exhibit 2, sir? A. (Reviewing document). Yes. Q. And do you have personal knowledge of all of the topics on which you've been designated to testify Mr. Auman? MR. ROSS: Did you just say personal knowledge?
2 3 4 5 6 7 8 9 10	 Q. Hence the little third by your name? A. Yes. Q. And are you responsible for the contents of your LinkedIn profile or is that something the company puts together for you? A. I'm responsible for the contents of my profile. Q. And is there anything in there that's inaccurate or misleading from your review? A. (Reviewing document). 	2 3 4 5 6 7 8 9 10	Video Deposition Pursuant To FRCP, 30(b)(6). Do you recognize Exhibit 2, sir? A. (Reviewing document). Yes. Q. And do you have personal knowledge of all of the topics on which you've been designated to testify Mr. Auman? MR. ROSS: Did you just say personal knowledge? MR. KINGSTON: I did.
2 3 4 5 6 7 8 9 10 11	 Q. Hence the little third by your name? A. Yes. Q. And are you responsible for the contents of your LinkedIn profile or is that something the company puts together for you? A. I'm responsible for the contents of my profile. Q. And is there anything in there that's inaccurate or misleading from your review? A. (Reviewing document). No. Maybe the picture, it looks like 	2 3 4 5 6 7 8 9 10 11 12	Video Deposition Pursuant To FRCP, 30(b)(6). Do you recognize Exhibit 2, sir? A. (Reviewing document). Yes. Q. And do you have personal knowledge of all of the topics on which you've been designated to testify Mr. Auman? MR. ROSS: Did you just say personal knowledge? MR. KINGSTON: I did. A. Could you clarify? Personal
2 3 4 5 6 7 8 9 10 11 12	 Q. Hence the little third by your name? A. Yes. Q. And are you responsible for the contents of your LinkedIn profile or is that something the company puts together for you? A. I'm responsible for the contents of my profile. Q. And is there anything in there that's inaccurate or misleading from your review? A. (Reviewing document). No. Maybe the picture, it looks like it's a dated picture. 	2 3 4 5 6 7 8 9 10 11 12 13	Video Deposition Pursuant To FRCP, 30(b)(6). Do you recognize Exhibit 2, sir? A. (Reviewing document). Yes. Q. And do you have personal knowledge of all of the topics on which you've been designated to testify Mr. Auman? MR. ROSS: Did you just say personal knowledge? MR. KINGSTON: I did. A. Could you clarify? Personal knowledge?
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q. Hence the little third by your name? A. Yes. Q. And are you responsible for the contents of your LinkedIn profile or is that something the company puts together for you? A. I'm responsible for the contents of my profile. Q. And is there anything in there that's inaccurate or misleading from your review? A. (Reviewing document). No. Maybe the picture, it looks like it's a dated picture. Q. You're among friends here, I wasn't going to ask about that. You can put that aside Mr. Auman. (MARKED DEFENDANT'S EXHIBIT NO. 2) Q. (BY MR. KINGSTON) Mr. Auman, you understand that you've been designated by Windstream to appear as a corporate representative and testify on behalf of the company with respect to certain topics? A. Yes.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Video Deposition Pursuant To FRCP, 30(b)(6). Do you recognize Exhibit 2, sir? A. (Reviewing document). Yes. Q. And do you have personal knowledge of all of the topics on which you've been designated to testify Mr. Auman? MR. ROSS: Did you just say personal knowledge? MR. KINGSTON: I did. A. Could you clarify? Personal knowledge? Q. (BY MR. KINGSTON) Sure. Maybe it's worth backing up. You understand that you're here to talk about certain stuff on behalf of Windstream, right? A. Yes. Q. And some of the stuff you're here to talk about you might know from your own personal knowledge, stuff you've seen with your own eyes, heard with your own ears. Do you understand that?
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1	that you might testify about where you've had to	1	related to exhibit, or excuse me, maybe I should
2	learn things from other people or by looking at	2	point you in the right direction first Mr. Auman,
3	pieces of paper. Does that make sense?	3	does that make sense?
4	A. Yes.	4	A. Please.
5	Q. And I guess what I want to do on	5	Q. Direct your attention to Page 2 of
6	initial matter is get a handle on what stuff you're	6	the notice itself. Do you see a list of
7	going to talk about based on your personal	7	categories?
8	knowledge, seen with your own eyes, heard with your	8	A. Yes.
9	own ears, and what stuff you learned by talking to	9	Q. And what is the first category, sir?
10	other people or by looking at pieces of paper or	10	A. Windstream's responses to Charter's
11	computer screens and the like. Is that fair?	11	discovery requests in this adversary proceeding.
12	A. Yeah.	12	Q. And Mr. Auman, do you have personal
13	MR. ROSS: I'm just going to object	13	knowledge about Windstream's responses to Charter's
14	to this line of questions. He's not here to	14	requests in the adversary proceeding?
15	testify in his personal capacity, you may not be	15	A. I want to make sure I answer this
16	asking that, but I'm laying it out right now, he's	16	accurately, and I'm struggling with the difference
17	not going to testify in his personal capacity.	17	between personal knowledge and corporate knowledge.
18	He's here to testify as a corporate representative	18	Q. Sure. At some point you reviewed and
19	exclusively based on these topics exclusively.	19	signed verifications to certain discovery requests,
20	Why don't you go ahead and ask some	20	isn't that true?
21	questions and we'll move forward.	21	A. Yes.
22	Q. (BY MR. KINGSTON) Do you have	22	Q. And I guess my question is, so when
23	Exhibit 2 in front of you, sir?	23	you reviewed those discovery requests you saw that
24	A. Yes.	24	there were questions that were asked and there were
25	Q. Do you have any personal knowledge	25	answers that were given, right?
	C - 2 y strame any personant and money		
	Page 27		Page 28
1	A. Yes.	1	Q. So whatever you may tell us about
2	Q. And did you have personal knowledge,	2	those communications that would be something that
3	had you seen with your own eyes, heard with your	3	you learned from somebody else.
4	own ears, anything related to the answers that were	4	A. Yes.
5	given?	5	Q. Category 3, all communications with
6	MR. ROSS: I'd just object that it	6	Judy Spencer in Newark, Ohio from May 1, 2019
7	might be helpful to show it to him.	7	through present.
8	MR. KINGSTON: Sure.	8	Have I read that correctly?
9	Q. (BY MR. KINGSTON) We can go from	9	A. Yes.
10	memory for now and then I can show you and we can	10	Q. And do you have any, did you have any
11	talk about it.	11	mind if I start that over, sir?
12	A. I'd prefer to see what you're	12	A. Please.
13	referring to, if you don't mind please.	13	Q. Do you have any personal knowledge
14	Q. That's okay. Let me ask you this	14	about Windstream's communications with Judy Spencer
15	question actually, we'll just kind of go through	15	in Newark, Ohio?
16	them and we'll circle back to number 1.	16	A. No.
17	A. Okay.	17	Q. Category 4. Do you see that, sir?
18	Q. Take a look at category 2, sir. I	18	A. Yes.
19	read category 2 as follows: All communications	19	Q. Do you have any personal knowledge
20	with Physicians Weight Loss in Newark, Ohio from	20	related to the interruption or disconnection of
21	May 1, 2019 through present.	21	services to Windstream customers since January 1 of
22	Do you have any personal knowledge	22	2019?
23	about Windstream's communications with Physicians	23	A. No.
24	Weight Loss in Newark, Ohio?	24	Q. Have you personally talked to any
		25	Windstream customer that expressed concern
25	A. No.	23	Williasticatiff customer that expressed concern
25	A. No.	23	Whitesteam easterner that expressed concern

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1	regarding Windstream's bankruptcy?	1	knowledge of Windstream customers that have
2	A. No.	2	terminated service since January 1st, 2019.
3	Q. I presume you've reviewed documents,	3	Yes.
4	or have you reviewed documents related to	4	Q. (BY MR. KINGSTON) Tell me the basis
5	Windstream customers expressing concerns regarding	5	of that personal knowledge.
6	Windstream's bankruptcy?	6	A. In my role I'm privy to data around
7	A. I have not heard of any, or read any	7	the number of customers that sign up for Windstream
8	documents where Windstream customers expressed	8	and disconnect from Windstream on a daily basis.
9	concern regarding bankruptcy.	9	Q. So you reviewed documents,
10	Q. You haven't reviewed or even heard of	10	spreadsheets that reflect people that sign up for
11	any documents where Windstream customers expressed	11	Windstream and people that disconnect from
12	concern regarding Windstream's bankruptcy.	12	Windstream, is that right?
13	A. Correct.	13	A. Yes. Not by name of customer
14	Q. Okay. Do you have any personal	14	typically, but by numbers.
15	knowledge related to Windstream customers that have	15	Q. So you receive reports that say this
16	terminated service since January 1 of 2019?	16	many customers signed up, this many customers
17	MR. ROSS: So I'm just going to	17	terminated services?
18	object to that one, it's the same objection we made	18	A. Yes.
19	with respect to the topic. It's kind of vague what	19	Q. Describe for me kind of generally the
20	you're asking about there and we're not going to be	20	format of those reports.
21	testifying about stuff going back to January 1st, I	21	MR. ROSS: I'll just object to, as
22	think we said March 1st.	22	vague, the term format as to what you mean by that.
23	But with that objection you can	23	It might help him if you try to give him an idea of
24	answer.	24	what it is you're asking.
25	A. Can you do I have any personal	25	Q. (BY MR. KINGSTON) What did the
	, ,,		
	Page 31		Page 32
1		1	A. Brad Brannon.
2	reports look like, sir? A. A daily spreadsheet.	2	Q. I'm sorry?
3	Q. Like an Excel spreadsheet?	3	A. Brad Brannon.
4	A. Probably not Excel but something like	4	Q. Can you spell Mr. Brannon's last
5	Excel.	5	name, please?
6	Q. And are those provided by e-mail or	6	A. Bravo Romeo Alpha November November
7	does somebody hand them to you?	7	Oscar November. Brannon.
8	A. Reports are distributed via e-mail	8	Q. Do you have a military background,
9	link where the documents are housed on a server.	9	Mr. Auman?
10	Q. So periodically you receive a report	10	A. I went to school on Air Force ROTC
11	distributed by an electronic mail message that	11	scholarship.
12	includes a link to a server that pulls up a	12	Q. The particular with the letters is
13	spreadsheet that looks a little like an Excel	13	why I appreciate it.
14	spreadsheet that rooks a fittle like an Excel spreadsheet that would indicate how many customers	14	So Mr. Brannon is the head of the
15	left and how many customers joined Windstream for	15	analytics team?
16	any given month.	16	A. Yes.
17	A. Yes.	17	Q. And that's a separate division from
18	Q. Who sends that report to you?	18	yours?
19	A. It varies.	19	A. Yes. He's a colleague.
20	Q. Tell me who and then tell me how it	20	Q. Say that again.
21	varies.	21	A. He's a colleague.
22	A. Typically a financial analyst on the	22	Q. Where is he located physically?
23	analytics team. So it's not always the same	23	A. He resides in Little Rock, Arkansas.
24	person. But the content is the same.	24	Q. And so Mr. Brannon or somebody at his
25	Q. Who's the head of the analytics team?	25	behest sends around monthly reports showing gained
2.3	Q. Who said flead of the allarytics team?	23	conest sends around monthly reports showing gamed

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1	and lost customers?	1	distributed by Mr. Brannon's group you don't have
2	A. Yes.	2	any personal knowledge related to Windstream
3	Q. Beyond those monthly reports do you	3	customers that have terminated service in 2019?
4	have any knowledge related to Windstream customers	4	MR. ROSS: Didn't he just answer that
5	that have terminated service since February 25 of	5	question?
6	2019?	6	I'm objecting as asked and answered.
7	MR. ROSS: Same objection as before.	7	You're asking the same question two or three times
8	A. Could you rephrase the question? I	8	and just changing the wording a little bit.
9	didn't understand if you asked if I had personal	9	Q. (BY MR. KINGSTON) Do you recall the
10	knowledge or knowledge of?	10	question, sir? It's okay if you don't, she can
11		11	read it back.
12		12	
	were talking about the basis for your knowledge related to customers that have terminated service		A. If you don't mind reading it back.
13		13	MR. KINGSTON: Ms. Benoist, do you
14	since, in 2019. Is that fair?	14	mind reading it back please?
15	A. Yes.	15	(Whereupon, the reporter read from the record)
16	Q. And I understood you to indicate that	16	A. Not offhand I do not, no. Nothing
17	one basis for your knowledge related to customers	17	comes to mind.
18	that have terminated service in 2019 would be these	18	Q. (BY MR. KINGSTON) Direct your
19	regular reports that are distributed by Mr.	19	attention to item 7. Do you see that, sir?
20	Brannon's group, is that right?	20	A. Yes.
21	A. Yes.	21	Q. Mr. Auman, do you have any
22	Q. And my question is is there anything	22	responsibility related to the Spectrum Business
23	else?	23	Value Added Reseller Agreement?
24	A. Not that I'm aware of.	24	A. No.
25	Q. So beyond your review of the reports	25	Q. Do you have any personal knowledge
	Page 35		Page 36
1	related to the Spectrum Business Value Added	1	A. Yes.
2	Reseller Agreement?	2	Q. And I guess the question is do you
3	A. No.	3	have any personal knowledge about folks at
4	Q. Take a look if you would, sir, at	4	Windstream talking to somebody other than other
5	number 12. Mr. Auman, do you have any personal	5	people at Windstream or lawyers representing
6	knowledge related to Windstream's collection and	6	Windstream related to the claims Windstream has
7	production of documents in this proceeding?	7	asserted in this proceeding?
8	A. Not that I'm aware of. Nothing comes	8	MR. ROSS: I'll just object, it's
	_		
9	to mind as far as personal knowledge is concerned.	9	still vague. Does that include the court, does
10	Q. Take a look at 13. Do you see that,	10	that include opposing counsel in this room?
11	sir?	11	MR. KINGSTON: Sure.
12	A. Yes.	12	Q. (BY MR. KINGSTON) Responding to Mr.
13	Q. Sir, do you have any personal	13	Ross's objection do you have any personal knowledge
14	knowledge related to Windstream's communication	14	about Windstream communicating with anybody other
15	with third parties regarding its claims in this	15	than the court, the lawyers on the other side, its
16	adversary proceeding?	16	own lawyers or the fellow employees at Windstream
17	A. I don't understand what third party	17	related to Windstream's allegations in this
18	means in this question.	18	lawsuit?
19	Q. Sure. Do you know about so at	19	A. No.
20	some point Windstream folks might talk amongst	20	MR. ROSS: You need to articulate
	themselves about their claims in this proceeding.	21	your answer.
21			A NY NY 11 1 1
21 22	Do you understand that, sir?	22	 No. No, no personal knowledge.
		22 23	A. No. No, no personal knowledge. Q. (BY MR. KINGSTON) Take a look at
22	Do you understand that, sir?		
22 23	Do you understand that, sir? A. Yes.	23	Q. (BY MR. KINGSTON) Take a look at

Page 37 Page 38 1 Q. Do you have personal knowledge 1 (Whereupon, the reporter read from the record) 2 related to Windstream's harm allegedly resulting 2 MR. ROSS: I guess I'll object as 3 3 from Charter's alleged actions in this proceeding? vague, but if you understand it go ahead and answer 4 4 A. I believe that there's been it. 5 irreparable harm to our brand because of the false 5 I don't understand the question. A. 6 and misleading advertising put in the marketplace. 6 (BY MR. KINGSTON) In forming your 7 7 belief that Windstream was harmed did you talk to That's based on my role in marketing and personal 8 8 experience. people? 9 9 Q. So your view Mr. Auman is that you do A. Yes. People in my organization on my 10 10 have personal knowledge related to Windstream's team that are responsible for marketing. 11 harm resulting from Charter's alleged actions in 11 In forming your belief that 12 this adversary proceeding, is that right? 12 Windstream was harmed did you look at documents? 13 13 A. That's certainly my belief, that A. Yes. 14 14 there's brand damage created. Goodwill lost and Were there any other sources of 15 customer confusion as a result of the analysis and 15 information beyond people and documents that you 16 16 misleading advertising. relied upon in forming your belief that Windstream 17 17 Does that help answer the question? was harmed? 18 18 A. Q. Well, I think you've answered a Yes. 19 19 What? question as to your beliefs, sir, and I guess what O. 20 I'm just trying to understand is whether that 20 Experience. A. 21 belief is based on your personal knowledge or based 21 Anything else? 22 on taking to other people and looking at pieces of 22 A. Disconnect reports. 23 paper. Does that make sense? 23 Q. Would the disconnect reports be among 24 MR. ROSS: Can you read that question 24 the documents that you reviewed in forming your 25 back please? 25 belief that Windstream was harmed? Page 39 Page 40 1 1 obtained from Windstream and the advertising from A. Yes. Also transcripts of customer 2 confusion. Audio transcripts of, or audio 2 Charter. 3 recordings of customer confusion. 3 A. 4 You listened to audio recordings? 4 Q. What I'd like to do now Mr. Auman is 5 5 Yes. kind of walk through each of those buckets and A. 6 As I understand it there are sort of 6 understand what all is in them. Does that make O. 7 three buckets of stuff that you relied upon in 7 sense to you, sir? 8 forming your belief that Windstream was harmed, 8 A. I think so. 9 9 your experience, people that you talked to and Tell me all the documents you relied 10 documents that you reviewed. Are there any other 10 on in forming your belief that Windstream was 11 11 buckets of stuff that I'm missing? harmed. 12 MR. ROSS: I think you just misstated 12 The advertisements themselves, the A. 13 13 advertisements, both direct mail pieces, the his testimony. 14 14 Q. (BY MR. KINGSTON) Responding to Mr. envelopes, copies of those that I received. The 15 Ross's objection you talked about disconnect 15 data reports that I received internally on customer 16 reports and transcripts, audio recordings, I'm 16 additions and disconnects. 17 sorry. So as far as the buckets of stuff that you 17 With respect to the data reports, 18 relied upon in forming your belief that Windstream 18 sir, are you referring to the reports generated by 19 was harmed I have audio recordings, documents, 19 Mr. Brannon's group? 20 people that you talked to and your experience. Any 20 A. Yes. 21 other broad categories of stuff that you relied on 21 So I have the advertising, I have 22 in forming your belief that Windstream was harmed? 22 data reports. What other documents did you rely 23 The advertisement itself. 23 on, sir? Transcripts of customer confusion. 24 So the documents on which you relied 24 A. 25 in forming that belief would include both documents 25 Transcripts of customers that have called in that

	De ere 41	01 44	Da 42
	Page 41		Page 42
1	have been transcribed into a document.	1	online channels, our e-com sales.
2	Q. What else?	2	Those would be the primary folks on
3	A. As far as documents or other	3	my team that we would have these discussions.
4	categories?	4	Q. Any other people that you talked to
5	Q. Just documents, sir.	5	in forming your belief that Windstream was harmed?
6	A. That's what comes to mind.	6	A. Our agency, our agency, our
7	Q. So Charter's advertising, transcripts	7	advertising agency.
8	and the data reports circulated by Mr. Brannon's	8	Q. Who's your advertising agency?
9	group, those are the documents on which you relied	9	A. MHP. MHP Advertising. They're out
10	in forming your belief that Windstream was harmed?	10	of Little Rock.
11	A. Yes.	11	Q. Anybody else?
12	Q. And who are the people that you	12	A. No, sir.
13	talked to in forming your belief that Windstream	13	Q. Okay. So in forming your belief that
14	was harmed?	14	Windstream was harmed you relied upon things that
15	A. People that come to mind would be the	15	were told to you by Mr. Pierce, Mr. Clarke, Mr.
16	direct reports on my team. Would you like names?	16	Parrish, Ms. Marzullo and the folks at MHP in
17	Q. Yes, please.	17	Little Rock, true?
18	A. Aaron Pierce.	18	MR. ROSS: I'm going to object, you
19	Q. Is it a Mr. Pierce or a Ms. Pierce?	19	keep restating incorrectly, he said those are the
20	A. It's a Mr. Pierce. It's A-A-R-O-N.	20	ones that come to mind. I mean his testimony
21	Pierce, P-I-E-R-C-E. Lorenzo Clarke. Lorenzo runs	21	speaks for itself.
22	our call center operations. L-O-R-E-N-Z-O, Clarke,	22	MR. KINGSTON: Would you mind reading
23	C-L-A-R-K-E. Wayne Parrish. I believe his name is	23	it that back?
24	already in the record. Mary Marzullo, Mary,	24	Q. (BY MR. KINGSTON) Unless you can
25	M-A-R-Y, Marzullo, M-A-R-Z-U-L-L-O. Mary runs our	25	remember it Mr. Auman.
	•		
	Page 43		Page 44
1			
1	A. No, please read it back.	1	Q. What audio recordings?
2	A. No, please read it back. (Whereupon, the reporter read from the record)	2	Q. What audio recordings?A. Two audio recordings come to mind in
2 3	A. No, please read it back.(Whereupon, the reporter read from the record)A. Those are some of the folks. There	2 3	Q. What audio recordings?A. Two audio recordings come to mind in particular.
2 3 4	A. No, please read it back.(Whereupon, the reporter read from the record)A. Those are some of the folks. There are others, these are conversations that we would	2 3 4	Q. What audio recordings?A. Two audio recordings come to mind in particular.Q. How many audio recordings did you
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2 3 4 5 6	A. No, please read it back. (Whereupon, the reporter read from the record) A. Those are some of the folks. There are others, these are conversations that we would have on our team so conversations, you know, I would categorize it anybody who's on my team, who's	2 3 4 5 6	 Q. What audio recordings? A. Two audio recordings come to mind in particular. Q. How many audio recordings did you review, did you listen to? Do you mind if I try that one again?
2 3 4 5 6 7	A. No, please read it back. (Whereupon, the reporter read from the record) A. Those are some of the folks. There are others, these are conversations that we would have on our team so conversations, you know, I would categorize it anybody who's on my team, who's on my staff, was involved in these conversations.	2 3 4 5 6 7	 Q. What audio recordings? A. Two audio recordings come to mind in particular. Q. How many audio recordings did you review, did you listen to? Do you mind if I try that one again? A. I listened to two, two audio
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	Page 45		Page 46
1	Spectrum representatives within those Wal-Marts,	1	after interaction at two different Wal-Marts by two
2	this is their words, not mine, that said we were,	2	completely different Windstream customers that
3	Windstream was going out of business, or led the	3	shared very similar outcomes of confusion after
4	customer to believe that we were being bought out	4	being in their words told by Spectrum
5	by Spectrum.	5	representatives that we were either, that
6	Q. So	6	Windstream was either going out of business or
7	A. Go ahead.	7	being purchased by Spectrum.
8	Q. So you listened to two recordings	8	Q. So two recordings that come to mind
9	related to a visit to a Wal-Mart store by two	9	during our discussion today both involve visits to
10	customers of Windstream or one customer? I'm	10	Wal-Mart by Windstream customers who indicated
11	sorry, which is it, sir?	11	that, who indicated that they were confused after
12	A. What's the question?	12	speaking to somebody that they identified as a
13	Q. It wasn't a very good one. I'll take	13	Spectrum employee. Is that fair?
14	another run at it.	14	A. Repeat the question. Please.
15	So you listened to two recordings,	15	(Whereupon, the reporter read from the record)
16	true? Not true, you listened to a whole bunch of	16	A. I believe I indicated representative.
17	recordings but two recordings come to mind, is that	17	Q. (BY MR. KINGSTON) So but for me
18	true?	18	confusing Spectrum representative and Spectrum
19	A. Two particular recordings, audio	19	employee that's a fair general description of the
20	recordings, come to mind specifically related to	20	two recordings that come to your mind during our
21	your question, yes, sir.	21	discussion today.
22	Q. And those two particular audio	22	A. Yes.
23	recordings related to a visit to Wal-Mart?	23	Q. Setting those two recordings aside,
24	A. So two mutually exclusive recordings,	24	what's a side jack?
25	each of them involved customer confusion resulting	25	A. A side Jack is vernacular to describe
	Page 47		Page 48
1		1	
1	the plugging in of a headset to an online	1	opportunity. It's very informative.
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Page 49 Page 50 1 And the inside sales call center is 1 to the care call representatives in Charlotte as 2 located in Charlotte? 2 3 3 A. Yes. A. Yes. 4 4 O. And is there a difference between O. And occasionally if you happen to be 5 visiting in Charlotte you might plug in and listen 5 care calls and account management calls? 6 in on a sales call. 6 There should be. Typically our 7 7 A. Yes. Or a care call or account account management teams will both do inbound and 8 8 management call. So it's a broad group of outbound calls, so they do proactive calling to our 9 9 accounts to, if they see, you know, opportunities individuals that, different groups, organizations 10 10 are in Charlotte, yes. to improve their service or it's as we would call 11 Q. So I infer that the care calls, those 11 it kind of a care and feeding of our customer base, 12 12 making sure that their accounts are optimized, so would be calls to Windstream customers, or 13 13 they would do outbound calls, they would also involving Windstream customers, is that right? 14 A. Maybe I'm getting hung up on the 14 receive inbound calls. 15 details but these are inbound calls coming in. 15 So the account management 16 I screwed that up from the beginning, 16 representatives would be calling residential, small 17 I said too didn't I? 17 business enterprise customers or just focused on 18 18 So care calls would be calls from one of those groups, or? 19 19 Windstream customers. A. So I'm referring to area of my 20 20 responsibility and it does not include enterprise Typically, yes, sir. 21 21 And the care call center is also in customers. So the account management teams Q. 22 Charlotte? 22 typically are smaller and medium business 23 That's one of them, yes, sir. 23 customers, not typically consumers. Consumer A. 24 24 And so if you're in Charlotte you may customers, sorry. O. 25 25 side jack into the, into one of the inbound calls Q. So account management would typically Page 51 Page 52 be the small and medium, the SMB customers? 1 1 customer relations? 2 Yes, sir. 2 I think good customer relations is an A. 3 And those calls would involve 3 outcome, I think the primary purpose is to retain 4 potentially offering those small business customers 4 customers. 5 5 or small and medium business customers faster But that's something that Windstream 6 speed, speed upgrades or more efficient packages 6 will do proactively as opposed to simply a reactive 7 7 and the like? fashion. 8 8 Yes, we'll do both, proactive and A. Exactly. Sometimes customers just 9 9 like to be heard as well. recitative engagement. 10 And those would be both outbound and 10 Can you, do you have to be physically 11 11 inbound calls at the account management center. in Charlotte to side jack into call center calls? 12 Yes. 12 A. I'm not aware of whether or not you A. 13 Q. And as far as outbound calls, are 13 have to be physically present or not. That's how I 14 those outbound calls always looking to make an up 14 perform it. 15 sell or are there sometimes just offering better 15 Q. When you've done it you've been in 16 speeds or more efficient packages for no other 16 Charlotte. 17 reason than Windstream would like its customers to 17 A. Yes. 18 have better speeds and more efficient packages? 18 Beyond the two Wal-Mart related audio 19 A. That's certainly the case but also we 19 recordings that you discussed earlier have you listened to any audio recordings related to the 20 just like to talk to our customers and let them 20 21 know that we're here and give them an opportunity 21 Spectrum advertising at issue? 22 22 to be heard. A. No. 23 23 Q. So in forming your belief that Q. So Windstream occasionally offers its 24 customers increased speeds or more efficient 24 Windstream was harmed you relied on your 25 billing packages simply as a matter of good 25 experience, you relied on the people, some of which

		01 44	
	Page 53		Page 54
1	you can remember today that you talked to, you	1	MR. ROSS: No, you can't. You're
2	relied on the two Wal-Mart related audio recordings	2	instructed not to answer that question.
3	and you relied on the documents that we've	3	MR. KINGSTON: You're instructing
4	discussed, is that right?	4	just so I'm clear as to counsel's instruction,
5	A. Yes. Also transcripts.	5	you're instructing the witness not to answer the
6	Q. Anything else?	6	question asking whether he has personal knowledge
7	A. I believe that's primarily it. There	7	related to Windstream's damages in this adversary
8	may be other inputs.	8	proceeding.
9	Q. You've described for me what you can	9	MR. ROSS: Yes, he's not here to
10	think of today.	10	testify personally and you know that. I would
11	A. Yes, sir.	11	object to that.
12	,	12	-
	, 5 ;	13	
13	16. Do you see that, sir?		like to do is see if, whether we really have
14	A. I do.	14	anything to fuss about and to that end if you have
15	Q. Beyond what you've already described	15	personal knowledge great, if you don't, you don't.
16	for me related to the harm that you believe	16	If you don't have personal knowledge
17	Windstream has suffered do you have any personal	17	on this topic I don't see a need to fuss with my
18	knowledge related to Windstream's claimed damages	18	friend across the table about whether or not I'm
19	in this proceeding?	19	allowed to ask you questions about it. So I'll
20	MR. ROSS: We've objected to this and	20	take another run at sort of the threshold question.
21	said we're not producing a witness on this except	21	MR. ROSS: Let's just stop. He's not
22	for the expert, so he's not here to testify about	22	here to testify personally, I've let you have
23	that.	23	enormous leeway and we're not going to do any more.
24	Q. (BY MR. KINGSTON) You can answer,	24	If you want to adjourn the deposition and file a
25	sir.	25	motion, we'll do that.
	Page 55		Page 56
1		_	
	O. (BY MR. KINGSTON) You don't have	1 1	set you can't answer the question you just posed
2.	Q. (BY MR. KINGSTON) You don't have personal knowledge, sir	1 2	set you can't answer the question you just posed. Do you understand what I'm saving to
2	personal knowledge, sir	2	Do you understand what I'm saying to
3	personal knowledge, sir MR. ROSS: I've instructed the	2 3	Do you understand what I'm saying to your question?
3 4	personal knowledge, sir MR. ROSS: I've instructed the witness not to answer questions about his personal	2 3 4	Do you understand what I'm saying to your question? MR. KINGSTON: I do.
3 4 5	personal knowledge, sir MR. ROSS: I've instructed the witness not to answer questions about his personal knowledge, he's not here to testify in a personal	2 3 4 5	Do you understand what I'm saying to your question? MR. KINGSTON: I do. Ms. Benoist
3 4 5 6	personal knowledge, sir MR. ROSS: I've instructed the witness not to answer questions about his personal knowledge, he's not here to testify in a personal capacity.	2 3 4 5	Do you understand what I'm saying to your question? MR. KINGSTON: I do. Ms. Benoist MR. ROSS: I think the technical
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3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	personal knowledge, sir — MR. ROSS: I've instructed the witness not to answer questions about his personal knowledge, he's not here to testify in a personal capacity. Q. (BY MR. KINGSTON) Mr. Auman, are you going to follow your counsel's advice not to answer my question of whether or not you have personal knowledge related to Windstream's claimed damage in this proceeding? A. Yes, sir, I am. Q. Take a look at 17, sir. MR. ROSS: 17 we've also said we're not producing a witness on this. Q. (BY MR. KINGSTON) Do you see that, sir? Do you see 17? A. Yes, I do. Q. Mr. Auman, do you have personal knowledge related to Windstream's marketing and advertising campaigns that contain no outward indicia that the communication is from Windstream?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	Do you understand what I'm saying to your question? MR. KINGSTON: I do. Ms. Benoist MR. ROSS: I think the technical objection is it assumes facts not in evidence, but you can fix it if you want to. MR. KINGSTON: Ms. Benoist, do you mind reading my question back? Why don't I just take another run at it. Q. (BY MR. KINGSTON) Mr. Auman, I think I'm going to ask you, I'm probably going to ask you a bunch of questions today but on this one I think I'm looking for two questions and I'll preview them for everybody to hopefully avoid confusion and to the extent that we can have a clean record. First I want to know, is this something that you know about, and then if you know about it I may try and ask you some questions about it and your lawyer may instruct you not to answer and we may or may not fuss about it.

1	201 Py 10		
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1	something never happened you can't have personal	1	what you're saying and vigilant, so.
2	knowledge of it.	2	Q. (BY MR. KINGSTON) Let me start with
3	MR. KINGSTON: I understand what	3	kind of my threshold question.
4	you're saying.	4	A. Maybe we can take it in small bites.
5	Q. (BY MR. KINGSTON) I think what Mr.	5	Q. Yes, sir. I think that's the way to
6	Ross is I'm sure not trying to suggest but raising	6	do it. Do you mind if we do that?
7	as a possibility in his objection is I might ask	7	A. I do not.
8	you if you have personal knowledge about the	8	Q. Mr. Auman, do you have personal
9	marketing and advertising and you may say yes, and	9	knowledge that would enable you to answer the
10	I can say did Windstream ever send out envelopes	10	question did Windstream use marketing and
11	that contain no outward indicia that it comes from	11	advertising campaigns without outward indicia that
12	Windstream, and you have no personal knowledge	12	the communications come from Windstream since
13	about that and Mr. Ross is not coaching but	13	January of 2017?
14	suggesting that maybe you don't have any personal	14	A. No, I do not.
15	knowledge about that because there are no such	15	Q. Okay. Take a look at number 18.
16	envelopes.	16	Actually before you do that, let me
17	Does that make sense to you, sir?	17	stick with number 17. Can we do that, sir?
18	It's okay if it doesn't. It didn't entirely make	18	A. Yes.
19	sense to me.	19	Q. Mr. Auman, are you aware of
20	MR. ROSS: I actually understood it.	20	Windstream ever using marketing and advertising
21	A. I believe I understand what you're	21	campaigns that contain no outward indicia that the
22	saying on that.	22	communications come from Windstream?
23	Q. (BY MR. KINGSTON) That makes you and	23	A. Can you repeat the question please?
24	Mr. Ross. I got a little lost.	24	Q. I'll ask a different one.
25	A. I'm trying to be acutely sensitive to	25	Mr. Auman, has Windstream ever used a
	Page 59		Page 60
1	marketing or advertising campaign that contain no	1	Q. (BY MR. KINGSTON) Sticking with
2	outward indicia that the communications from	2	Exhibit 2 Mr. Auman. You see category 19?
3	Windstream in fact come from Windstream?	3	A. Yes.
4	A. Not that I'm aware of.	4	Q. Sir, do you have personal knowledge
5	Q. Take a look at number 18. Do you see	5	related to Windstream's communications with actual
6	that, sir?	6	and potential customers regarding its bankruptcy?
7	A. Yes, sir.	7	MR. ROSS: We objected to that and
8	Q. Do you have any personal knowledge	8	said we're not producing a witness on that. We had
9	that would enable you to tell us whether Windstream	9	other objections, but ask him what he knows or
10	has used a marketing and advertising campaign that	10	something like that it's a really broad topic.
11	involves the use of color palettes similar to those	11	Q. (BY MR. KINGSTON) Well let me start
12	of its competitors?	12	with that threshold question Mr. Auman
		1	AMP DOGG I I 111'
13	MR. ROSS: So I've got the same	13	MR. ROSS: I should just say we
13 14	MR. ROSS: So I've got the same objection to 18 as I did for 17.	13	MR. ROSS: I should just say we didn't object to this part about after the and/or.
			ÿ ,
14	objection to 18 as I did for 17.	14	didn't object to this part about after the and/or.
14 15	objection to 18 as I did for 17. Q. (BY MR. KINGSTON) You can answer,	14 15	didn't object to this part about after the and/or. It was just that one part of it, just to be clear.
14 15 16	objection to 18 as I did for 17. Q. (BY MR. KINGSTON) You can answer, sir.	14 15 16	didn't object to this part about after the and/or. It was just that one part of it, just to be clear. MR. KINGSTON: Thank you.
14 15 16 17	objection to 18 as I did for 17. Q. (BY MR. KINGSTON) You can answer, sir. A. I have no personal knowledge.	14 15 16 17	didn't object to this part about after the and/or. It was just that one part of it, just to be clear. MR. KINGSTON: Thank you. Q. (BY MR. KINGSTON) Mr. Auman, do you
14 15 16 17 18	objection to 18 as I did for 17. Q. (BY MR. KINGSTON) You can answer, sir. A. I have no personal knowledge. Q. Mr. Auman, you want to take a break?	14 15 16 17 18	didn't object to this part about after the and/or. It was just that one part of it, just to be clear. MR. KINGSTON: Thank you. Q. (BY MR. KINGSTON) Mr. Auman, do you have personal knowledge related to Windstream's
14 15 16 17 18	objection to 18 as I did for 17. Q. (BY MR. KINGSTON) You can answer, sir. A. I have no personal knowledge. Q. Mr. Auman, you want to take a break? A. Now would be a fabulous time for a	14 15 16 17 18 19	didn't object to this part about after the and/or. It was just that one part of it, just to be clear. MR. KINGSTON: Thank you. Q. (BY MR. KINGSTON) Mr. Auman, do you have personal knowledge related to Windstream's communication with actual or potential customers
14 15 16 17 18 19	objection to 18 as I did for 17. Q. (BY MR. KINGSTON) You can answer, sir. A. I have no personal knowledge. Q. Mr. Auman, you want to take a break? A. Now would be a fabulous time for a break. Thank you for offering. VIDEOGRAPHER: It's 10:28 then, we're off the record at the end of our first media.	14 15 16 17 18 19 20 21 22	didn't object to this part about after the and/or. It was just that one part of it, just to be clear. MR. KINGSTON: Thank you. Q. (BY MR. KINGSTON) Mr. Auman, do you have personal knowledge related to Windstream's communication with actual or potential customers regarding its bankruptcy?
14 15 16 17 18 19 20 21	objection to 18 as I did for 17. Q. (BY MR. KINGSTON) You can answer, sir. A. I have no personal knowledge. Q. Mr. Auman, you want to take a break? A. Now would be a fabulous time for a break. Thank you for offering. VIDEOGRAPHER: It's 10:28 then, we're	14 15 16 17 18 19 20 21 22 23	didn't object to this part about after the and/or. It was just that one part of it, just to be clear. MR. KINGSTON: Thank you. Q. (BY MR. KINGSTON) Mr. Auman, do you have personal knowledge related to Windstream's communication with actual or potential customers regarding its bankruptcy? A. Yes. Q. Tell me the basis for that personal knowledge.
14 15 16 17 18 19 20 21 22 23 24	objection to 18 as I did for 17. Q. (BY MR. KINGSTON) You can answer, sir. A. I have no personal knowledge. Q. Mr. Auman, you want to take a break? A. Now would be a fabulous time for a break. Thank you for offering. VIDEOGRAPHER: It's 10:28 then, we're off the record at the end of our first media.	14 15 16 17 18 19 20 21 22 23 24	didn't object to this part about after the and/or. It was just that one part of it, just to be clear. MR. KINGSTON: Thank you. Q. (BY MR. KINGSTON) Mr. Auman, do you have personal knowledge related to Windstream's communication with actual or potential customers regarding its bankruptcy? A. Yes. Q. Tell me the basis for that personal knowledge. A. I received the required
14 15 16 17 18 19 20 21 22 23	objection to 18 as I did for 17. Q. (BY MR. KINGSTON) You can answer, sir. A. I have no personal knowledge. Q. Mr. Auman, you want to take a break? A. Now would be a fabulous time for a break. Thank you for offering. VIDEOGRAPHER: It's 10:28 then, we're off the record at the end of our first media. (WHEREUPON, A RECESS WAS TAKEN BY THE PARTIES)	14 15 16 17 18 19 20 21 22 23	didn't object to this part about after the and/or. It was just that one part of it, just to be clear. MR. KINGSTON: Thank you. Q. (BY MR. KINGSTON) Mr. Auman, do you have personal knowledge related to Windstream's communication with actual or potential customers regarding its bankruptcy? A. Yes. Q. Tell me the basis for that personal knowledge.

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	Page 61		Page 62
1	Q. So you received	1	Q. And do you have personal knowledge
2	A. Or let me clarify. Whatever I	2	related to Windstream's communications with actual
3	received at my home I read and it was regarding our	3	or potential customers regarding the Charter
4	chapter filing. I received communications from	4	advertising at issue?
5	Windstream regarding the bankruptcy.	5	A. Yes.
6	Q. So, sir, you're a Windstream	6	Q. Take a look at 20 please. Actually I
7	customer?	7	think 20 was objected to and we can skip it.
8	A. I am not.	8	21 is incomprehensible and I would
9	Q. You are not?	9	make a snide remark about my friends in the
10	A. I'm not a customer, I'm an employee.	10	intellectual property group, I wasn't worried that
11	I'm sorry, I thought you said	11	I would offend Mr. Ross.
12	communications. So I am not a customer but I am an	12	Do you see number 22, sir?
13	employee and I receive communications regarding	13	A. Yes, sir.
14	bankruptcy.	14	Q. Do you have any personal knowledge
15	Q. Okay. So you're an employee of	15	related to Windstream's Chapter 11 case?
16	Windstream and you received a communication from	16	A. Can you go further on the question
17	Windstream related to its Chapter 11 filing at	17	please?
18	home.	18	Q. Sure. Do you have, do you know
19	A. Yes.	19	anything based on what you've seen with your own
20	Q. And beyond that communication from	20	eyes or your own ears related to Windstream's
21	Windstream regarding its Chapter 11 filing that you	21	Chapter 11 case?
22	received at home do you have any personal knowledge	22	A. Yes.
23	related to Windstream's communications with actual	23	Q. Did you form that knowledge that you
24	or potential customers regarding its bankruptcy?	24	have related to Windstream's Chapter 11 case from
25	A. No.	25	talking to people and looking at documents?
			G r . r
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	Page 63		Page 64
1	Page 63	1	Page 64
1 2	A. Yes.	1 2	MR. ROSS: I'm going to object and
2	A. Yes.Q. Did you gain information related to	2	MR. ROSS: I'm going to object and instruct the witness not to answer.
2	A. Yes.Q. Did you gain information related toWindstream's Chapter 11 case other than by talking	2	MR. ROSS: I'm going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to
2 3 4	A. Yes. Q. Did you gain information related to Windstream's Chapter 11 case other than by talking to people and looking at documents?	2 3 4	MR. ROSS: I'm going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to follow your lawyer's advice?
2 3 4 5	 A. Yes. Q. Did you gain information related to Windstream's Chapter 11 case other than by talking to people and looking at documents? A. No. 	2 3 4 5	MR. ROSS: I'm going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to follow your lawyer's advice? A. Yes.
2 3 4 5 6	 A. Yes. Q. Did you gain information related to Windstream's Chapter 11 case other than by talking to people and looking at documents? A. No. Q. Let's start with the documents. 	2 3 4 5 6	MR. ROSS: I'm going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to follow your lawyer's advice? A. Yes. Q. And tell me the documents you looked
2 3 4 5 6 7	 A. Yes. Q. Did you gain information related to Windstream's Chapter 11 case other than by talking to people and looking at documents? A. No. Q. Let's start with the documents. MR. ROSS: I'm going to object, he's 	2 3 4 5 6 7	MR. ROSS: I'm going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to follow your lawyer's advice? A. Yes. Q. And tell me the documents you looked at related to Windstream's Chapter 11 cases.
2 3 4 5 6 7 8	 A. Yes. Q. Did you gain information related to Windstream's Chapter 11 case other than by talking to people and looking at documents? A. No. Q. Let's start with the documents. MR. ROSS: I'm going to object, he's not here to testify about his personal information. 	2 3 4 5 6 7 8	MR. ROSS: I'm going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to follow your lawyer's advice? A. Yes. Q. And tell me the documents you looked at related to Windstream's Chapter 11 cases. MR. ROSS: I'm also going to object
2 3 4 5 6 7 8	 A. Yes. Q. Did you gain information related to Windstream's Chapter 11 case other than by talking to people and looking at documents? A. No. Q. Let's start with the documents. MR. ROSS: I'm going to object, he's not here to testify about his personal information. You asked him did he have personal knowledge, I let 	2 3 4 5 6 7 8	MR. ROSS: I'm going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to follow your lawyer's advice? A. Yes. Q. And tell me the documents you looked at related to Windstream's Chapter 11 cases. MR. ROSS: I'm also going to object and instruct the witness not to answer.
2 3 4 5 6 7 8 9	 A. Yes. Q. Did you gain information related to Windstream's Chapter 11 case other than by talking to people and looking at documents? A. No. Q. Let's start with the documents. MR. ROSS: I'm going to object, he's not here to testify about his personal information. You asked him did he have personal knowledge, I let you do that but we're not going to waste time 	2 3 4 5 6 7 8 9	MR. ROSS: I'm going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to follow your lawyer's advice? A. Yes. Q. And tell me the documents you looked at related to Windstream's Chapter 11 cases. MR. ROSS: I'm also going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to
2 3 4 5 6 7 8 9 10	 A. Yes. Q. Did you gain information related to Windstream's Chapter 11 case other than by talking to people and looking at documents? A. No. Q. Let's start with the documents. MR. ROSS: I'm going to object, he's not here to testify about his personal information. You asked him did he have personal knowledge, I let you do that but we're not going to waste time talking about that. 	2 3 4 5 6 7 8 9 10	MR. ROSS: I'm going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to follow your lawyer's advice? A. Yes. Q. And tell me the documents you looked at related to Windstream's Chapter 11 cases. MR. ROSS: I'm also going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to follow your lawyer's advice?
2 3 4 5 6 7 8 9 10 11 12	A. Yes. Q. Did you gain information related to Windstream's Chapter 11 case other than by talking to people and looking at documents? A. No. Q. Let's start with the documents. MR. ROSS: I'm going to object, he's not here to testify about his personal information. You asked him did he have personal knowledge, I let you do that but we're not going to waste time talking about that. Q. (BY MR. KINGSTON) So other than what	2 3 4 5 6 7 8 9 10 11 12	MR. ROSS: I'm going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to follow your lawyer's advice? A. Yes. Q. And tell me the documents you looked at related to Windstream's Chapter 11 cases. MR. ROSS: I'm also going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to follow your lawyer's advice? A. Yes, sir.
2 3 4 5 6 7 8 9 10 11 12	A. Yes. Q. Did you gain information related to Windstream's Chapter 11 case other than by talking to people and looking at documents? A. No. Q. Let's start with the documents. MR. ROSS: I'm going to object, he's not here to testify about his personal information. You asked him did he have personal knowledge, I let you do that but we're not going to waste time talking about that. Q. (BY MR. KINGSTON) So other than what you've learned by looking at documents and talking	2 3 4 5 6 7 8 9 10 11 12 13	MR. ROSS: I'm going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to follow your lawyer's advice? A. Yes. Q. And tell me the documents you looked at related to Windstream's Chapter 11 cases. MR. ROSS: I'm also going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to follow your lawyer's advice? A. Yes, sir. Q. Take a look at 23. Do you see that?
2 3 4 5 6 7 8 9 10 11 12 13 14	A. Yes. Q. Did you gain information related to Windstream's Chapter 11 case other than by talking to people and looking at documents? A. No. Q. Let's start with the documents. MR. ROSS: I'm going to object, he's not here to testify about his personal information. You asked him did he have personal knowledge, I let you do that but we're not going to waste time talking about that. Q. (BY MR. KINGSTON) So other than what you've learned by looking at documents and talking to people you don't have any other knowledge	2 3 4 5 6 7 8 9 10 11 12 13 14	MR. ROSS: I'm going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to follow your lawyer's advice? A. Yes. Q. And tell me the documents you looked at related to Windstream's Chapter 11 cases. MR. ROSS: I'm also going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to follow your lawyer's advice? A. Yes, sir. Q. Take a look at 23. Do you see that? A. Yes.
2 3 4 5 6 7 8 9 10 11 12 13 14	A. Yes. Q. Did you gain information related to Windstream's Chapter 11 case other than by talking to people and looking at documents? A. No. Q. Let's start with the documents. MR. ROSS: I'm going to object, he's not here to testify about his personal information. You asked him did he have personal knowledge, I let you do that but we're not going to waste time talking about that. Q. (BY MR. KINGSTON) So other than what you've learned by looking at documents and talking to people you don't have any other knowledge related to Windstream's Chapter 11 cases?	2 3 4 5 6 7 8 9 10 11 12 13 14	MR. ROSS: I'm going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to follow your lawyer's advice? A. Yes. Q. And tell me the documents you looked at related to Windstream's Chapter 11 cases. MR. ROSS: I'm also going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to follow your lawyer's advice? A. Yes, sir. Q. Take a look at 23. Do you see that? A. Yes. Q. Beyond what you've described to me
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A. Yes. Q. Did you gain information related to Windstream's Chapter 11 case other than by talking to people and looking at documents? A. No. Q. Let's start with the documents. MR. ROSS: I'm going to object, he's not here to testify about his personal information. You asked him did he have personal knowledge, I let you do that but we're not going to waste time talking about that. Q. (BY MR. KINGSTON) So other than what you've learned by looking at documents and talking to people you don't have any other knowledge related to Windstream's Chapter 11 cases? A. Nothing comes to mind.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	MR. ROSS: I'm going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to follow your lawyer's advice? A. Yes. Q. And tell me the documents you looked at related to Windstream's Chapter 11 cases. MR. ROSS: I'm also going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to follow your lawyer's advice? A. Yes, sir. Q. Take a look at 23. Do you see that? A. Yes. Q. Beyond what you've described to me earlier related to your role as first a senior
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A. Yes. Q. Did you gain information related to Windstream's Chapter 11 case other than by talking to people and looking at documents? A. No. Q. Let's start with the documents. MR. ROSS: I'm going to object, he's not here to testify about his personal information. You asked him did he have personal knowledge, I let you do that but we're not going to waste time talking about that. Q. (BY MR. KINGSTON) So other than what you've learned by looking at documents and talking to people you don't have any other knowledge related to Windstream's Chapter 11 cases? A. Nothing comes to mind. Q. I'm going to ask a question and give	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	MR. ROSS: I'm going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to follow your lawyer's advice? A. Yes. Q. And tell me the documents you looked at related to Windstream's Chapter 11 cases. MR. ROSS: I'm also going to object and instruct the witness not to answer. Q. (BY MR. KINGSTON) Are you going to follow your lawyer's advice? A. Yes, sir. Q. Take a look at 23. Do you see that? A. Yes. Q. Beyond what you've described to me earlier related to your role as first a senior vice-president
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1	201 Py 10		
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1	earlier about what you did after starting with	1	So vague, ambiguous.
2	Windstream in March of 2017?	2	A. It's a I don't understand the
3	A. November. November of 2017.	3	question.
4	Q. I'm sorry. Remember our discussion	4	Q. (BY MR. KINGSTON) Does Windstream,
5	about, promoted to EVP in March 2019, joined	5	has Windstream engaged in an Internet campaign
6	Windstream in November of 2017.	6	related to its Kinetic service?
7	A. Yes, sir.	7	A. Can you narrow the question down? I
8	Q. Remember our discussion about your	8	don't know what an Internet campaign is. That's
9	job and responsibilities after you joined	9	not a vernacular that I would, a marketing term we
10	Windstream in 2017?	10	would use.
11	A. Yes.	11	Q. Do you ever use the term campaign, is
12	Q. Beyond knowledge that you gained in	12	campaign among the materials that you use in the
13	the regular course doing this stuff that you and I	13	marketing vernacular in your day-to-day business?
14	talked about at the beginning of this deposition,	14	A. Yes.
15	do you have any personal knowledge related to	15	Q. And tell me what you understand that
16	Windstream's operations and business prior to its	16	term to mean.
17	Chapter 11 filing?	17	A. A campaign would be very broad in
18	A. No. Not beyond anything obtained	18	nature, it would be around, it would include kind
19	under my normal responsibilities.	19	of the four Ps, the typical four Ps of marketing,
20	Q. Take a look at number 24. Do you	20	promotion, place, price and product. So it's a
21	have personal knowledge related to Windstream's	21	very broad term usually used, usually of a time
22	Kinetic Internet campaign?	22	duration, it would involve, you know, creative,
23	MR. ROSS: I just have to object, I	23	what your strategy is, where you would advertise,
24	don't know what time Kinetic Internet campaign is.	24	be it on, you know, social media, be it on direct
25	Maybe you do.	25	mail, be it on your website, so kind of a broad,
-	y en y en ener		,
	Page 67		Page 68
1	it's a, campaigns are pretty broad in nature.	1	Q. Take a look at number 25 please.
2	O. And has Windstream ever had a	2	Sir, were you involved in the drafting of any cease
3	campaign related to its Kinetic service?	3	and desist letters to Charter?
	A. Yes.	1 3	and desist letters to Charter?
/	A IPS	1	
4		4	A. No.
5	Q. Probably more than one.	5	A. No.Q. Did you participate in any situations
5 6	Q. Probably more than one.A. Yes.	5 6	A. No.Q. Did you participate in any situations with Charter related to those cease and desist
5 6 7	Q. Probably more than one.A. Yes.Q. So Windstream has had many Kinetic	5 6 7	A. No. Q. Did you participate in any situations with Charter related to those cease and desist letters?
5 6 7 8	Q. Probably more than one.A. Yes.Q. So Windstream has had many Kinetic related campaigns?	5 6 7 8	A. No.Q. Did you participate in any situations with Charter related to those cease and desist letters?A. No.
5 6 7 8 9	Q. Probably more than one.A. Yes.Q. So Windstream has had many Kinetic related campaigns?A. Not to be a jerk but define many.	5 6 7 8 9	 A. No. Q. Did you participate in any situations with Charter related to those cease and desist letters? A. No. Q. Do you know whether Windstream
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2 MR. KINGSTON: I don't know that it 2 multi-page documents	Page 70 position Exhibit 3 which is a
2 MR. KINGSTON: I don't know that it 2 multi-page documents	position Exhibit 3 which is a
2 MR. KINGSTON: I don't know that it 2 multi-page documents	
	ment, it's a 17 page document
3 is. 3 bearing the ECF	docket number Doc 599, purports to
	nonthly operating report signed by
5 the list of topics here, instruct the witness not 5 John Eichler, E-l	I-C-H-L-E-R, on behalf of
6 to answer. 6 Windstream's Ho	olding, Inc, et al., the debtors.
7 Q. (BY MR. KINGSTON) Are you going to 7 A. Thank	
8 follow counsel's advice? 8 Q. Do you	u see who signed Exhibit 3, sir?
9 A. Yes, sir. 9 A. Yes.	
10 Q. I can't recall, you understand, sir 10 Q. And w	who is that?
11 that 11 A. John E	Eichler.
12 MR. KINGSTON: Do you have a copy of 12 Q. And w	vho is Mr. Eichler?
13 the objections? See if you can track one down for 13 A. Says to	o be SVP, controller.
14 me. 14 Q. Do you	u know Mr. Eichler personally?
15 In the meantime I'll just ask, did 15 A. No.	
16 you designate a witness to talk about harm to 16 Q. Do you	u see above Mr. Eichler's
	an indication that he's signing
18 MR. ROSS: Which number was it, tell 18 pursuant to the p	penalty of perjury?
19 me that? Number 15? 19 A. Yes.	
20 MR. KINGSTON: Yes, sir. 20 Q. And ca	an you read that into the record
21 MR. ROSS: Yeah. He's been 21 please?	•
	ottom paragraph would state I
	enalty of perjury 28 USC, United
	ion appears to be 1746, that this
	tached documents are true and
Page 71	Page 72
1 correct to the best of my knowledge and belief. 1 I don't think that	t's part of any topic that's been
	examination today. You contend that
	ou want to lay a foundation to
	ise I'm saying no, he doesn't have
5 the list of topics that you've designated to 5 to answer these	•
, , ,	INGSTON: You can read my
7 MR. KINGSTON: 15. 7 question back ar	nd give your lawyer time to object
8 MR. ROSS: 15? 8 and make an ins	
	OSS: I'm going to save the
	im not to answer this until you
	his relates to topic 15. It's a
	, if you've actually got a basis to
	der topic 15 tell me what that is,
14 cut this off. Explain how this has anything to do 14 I'm happy to let	
	MR. KINGSTON) Are you going to
	nsel's instruction?
17 Q. To your knowledge strike that. Do 17 A. Yes.	
18 you mind if I start over, sir? 18 Q. Okay,	sir.
	so we have a real clean
	this way: Is there any false,
	acomplete to your knowledge?
	OSS: Same objection, instruct
23 misleading statements in Exhibit 3? 23 the witness not t	
	MR. KINGSTON) Are you going to
MR. ROSS: So I don't know how that's 24 Q. (BY M	
MR. ROSS: So I don't know how that's 24 Q. (BY M different from what I just objected to, but again, 25 follow your court	

	Page 73		Page 74
	1 A. Yes, sir.	1	A. I don't know if it exists today or
	2 Q. Thank you.	2	not. It appears to be a url link. That's what it
	3 (MARKED DEFENDANT'S EXHIBIT NO. 4)	3	looks like to me, yes, sir.
	4 Q. (BY MR. KINGSTON) Mr. Auman, on	4	Q. I read the last sentence of the first
	5 Exhibit 4 is a single page document Bates labeled	5	paragraph of the customer letter dated February 25,
	6 WIN2742. The top left indicates it's a customer	6	2019 to direct customers to a press release we
	7 letter containing important news about Windstream,	7	issued that can be found at news.windstream.com.
	8 it appears to include the signature of Tony Thomas,	8	Do you read it the same way, sir?
	9 president and CEO.	9	A. Yes, sir.
	Take a moment to review Exhibit 4 and	10	Q. And it looks like there's a reference
	let me know when you're ready, sir.	11	to FAQs at the first sentence of the second to last
	12 A. Thank you. (Reviewing document).	12	paragraph.
	13 Okay. I'm ready.	13	A. Yes, sir.
	14 Q. And so is Exhibit 4 a letter from	14	Q. I read that as follows: A set of
	15 Windstream informing its customers about the	15	FAQs that should help address some of your initial
	16 Chapter 11 bankruptcy?	16	questions can be accessed by visiting Windstream's
	17 A. Yes, that's what it appears to be to	17	restructuring website at
	18 me.	18	www.windstreamrestructuring.com.
	19 Q. And what's the date of that letter?	19	Have I read that correctly?
	20 A. February 25th, 2019.	20	A. Yes, sir.
	21 O. And does the letter refer customers	21	Q. And is that restructuring website a
	to a press release in the first paragraph?	22	website run by Kurtzman Carson Consultants, LLC?
	23 A. Yes.	23	A. I'm not aware.
	Q. And is that a press release that can	24	Q. You don't know one way or the other?
	25 be found online?	25	A. I don't know one way or the other.
	- Se Isana simile:		
	Page 75		Page 76
1			
	And I assume when you say run by hosted	1 1	to hand you Exhibit 5 For the record Exhibit 5 is
	And I assume when you say run by, hosted. O. Yes sir.	1 2	to hand you Exhibit 5. For the record Exhibit 5 is
2	Q. Yes, sir.	2	a
2	Q. Yes, sir. A. I don't know.	2 3	a MR. ROSS: Three.
2	Q. Yes, sir.A. I don't know.Q. You have no idea one way or another	2 3 4	a MR. ROSS: Three. Q. (BY MR. KINGSTON) Three page
2 3 4	Q. Yes, sir. A. I don't know.	2 3	a MR. ROSS: Three. Q. (BY MR. KINGSTON) Three page document that looks to be a printout of the
2 3 4 5	Q. Yes, sir.A. I don't know.Q. You have no idea one way or another what the website www.windstreamrestructuring.com is affiliated with?	2 3 4 5	MR. ROSS: Three. Q. (BY MR. KINGSTON) Three page document that looks to be a printout of the news.windstream.com website that includes an
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Page 77 Page 78 I would think so. 1 Q. Is that based on your reading of this 2 Directing your attention to the third 2 sentence that I just read to you, sir? 3 paragraph from the top on the first page, I see 3 It's based on my recollection of the, 4 4 sort of an extended quotation of some remarks given my recollection that the court approved the by Tony Thomas. Do you see that, sir? 5 restructuring plan. A. Can you just read the first four or 6 And again, you're not speaking for 7 five words? the company on that point, you're just saying your 8 8 Q. Sure. Do you see the third paragraph personal understanding is that the court has 9 that starts with the words I want to express? 9 already approved the restructuring plan? 10 A. Yes, sir. 10 A. Yes. 11 I read the second sentence in that 11 Take a look at the second page. 12 I think I know my confusion. You see paragraph as follows: With approval from the court 12 13 a, I think it's on the second page, do you see a 13 we will continue paying our employees, maintaining 14 reference to cautionary statements regarding 14 our relationships with our vendors and business 15 forward looking information? 15 partners and serving our customers as usual. 16 A. Yes. 16 Have I read that correctly? 17 Q. I read the second line of that 17 A. Yes, sir. section as follows: Forward looking statements are 18 18 And has the bankruptcy court approved 19 typically identified by words or phrases such as Windstream's reorganization plan as we sit here 19 20 will, anticipate, estimate, expect, project, 20 today, sir? 21 intend, plan, believe, target, forecast and other 21 A. That's my understanding. Yes, sir. 22 words and terms of similar meanings. 22 That's my understanding. 23 Have I read that correctly? 23 Your understanding is that the --24 Yes, sir. A. 24 A. I'm not a lawyer but that's my basis 25 And is the, if we turn back to the 25 of, that's my understanding. Page 79 Page 80 1 statement regarding Windstream continuing to pay 1 answer, will is in there. 2 employees and serving customers as usual, do we see 2 With approval from the court we will 3 one of those forward looking statement words in 3 continue serving our customers. Is that 4 4 representation made in that sentence to your view, there? 5 5 MR. ROSS: Where are you again? sir? 6 MR. KINGSTON: With approval from the 6 A. Yes. That's how I interpret it. 7 court we will continue paying our employees, 7 And then later in the press release 8 8 maintaining our relationships with our vendors and there's a caution that should be considered when 9 9 business partners and serving our customers as you see the word will, isn't that right, sir? 10 usual. 10 A. Yes. Typically identified words by 11 (BY MR. KINGSTON) Do you see that, 11 Q. words or phrases such as will. 12 sir? 12 O. And then the Windstream press release 13 A. Do you have a highlighter? 13 goes on to say that forward looking statements are 14 MR. ROSS: I don't think you can 14 subject to risks and uncertainties that could cause 15 highlight the official copy though. 15 actual future events and results to differ 16 Q. (BY MR. KINGSTON) I don't mind as 16 materially from those expressed in the forward 17 long as you're the one that does it and we --17 looking statements. 18 A. That's all right. (Reviewing 18 Have I read that correctly? 19 19 A. I'm trying to figure out where you document). 20 That's the one sentence? 20 were reading from. So the last sentence of the 21 Yes, sir. And I see the word will in 21 first paragraph under cautionary statements 22 that sentence. Do you? 22 regarding forward looking information? 23 A. Yes, I see the word will. We will 23 Q. Yes, sir. 24 continue paying our employees with the caveat with 24 Do you want to read it again there? A. 25 approval from the court in front of it. Yes is the 25 Sure, happy to. Thanks.

		01 44	
	Page 81		Page 82
1	I read the last sentence in the	1	question, sir?
2	paragraph underneath the phrase cautionary	2	A. Yes.
3	statements regarding forward looking information as	3	Q. Let me just ask you on behalf of
4	follows: Forward looking statements are subject to	4	Windstream then. Do you read the representation
5	risks and uncertainties that could cause actual	5	that with approval from the court we will continue
6	future events and results to differ materially from	6	serving our customers as usual to be subject to
7	those expressed in the forward looking statements.	7	risks and uncertainties that could cause actual
8	Have I read that correctly, sir?	8	future events and results to differ materially from
9	A. Yes. Verbatim.	9	that expectation?
10	Q. And so I read that to suggest that	10	MR. ROSS: You may have misunderstood
11	when Windstream indicates that with approval from	11	my last objection based on this question. I
12	the court we will continue serving our customers,	12	objected to him answering that question on behalf
13	that that statement is subject to risks and	13	of Windstream because it's not a designated topic.
14	uncertainties that could cause actual future events	14	If you had meant to ask him personally I wouldn't
15	and results to differ materially from those	15	have objected.
16	expressed in that statement.	16	Q. (BY MR. KINGSTON) You understand Mr.
17	Do you read it the same way, sir?	17	Auman that you are here on behalf of Windstream to
18	MR. ROSS: I'm just going to object.	18	testify regarding topic 19 which includes
19	Are you asking for personal information, his	19	Windstream's communications with actual and
20	personal knowledge, I'm sorry? His personal	20	potential customers regarding the bankruptcy.
21	knowledge? Then I'm going to instruct him not to	21	MR. ROSS: Yes, but we objected to
22	answer because that's not a topic he's designated	22	that and said we're not producing a witness with
23	corporate representative on.	23	respect to the bankruptcy. That's not part of this
24	Q. (BY MR. KINGSTON) Are you going to	24	case.
25	follow your lawyer's advice not to answer my	25	MR. KINGSTON: I'll ask it one more
	Page 83		D 0.4
		1	Page 84 I
1		_	Page 84
1	time	1	A. Okay. With the drama back and forth
2	time MR. ROSS: Don't waste your time,	2	A. Okay. With the drama back and forth can you re-read the question as you read it please?
2	time MR. ROSS: Don't waste your time, I've already instructed him not to answer, let's	2	A. Okay. With the drama back and forth can you re-read the question as you read it please? Q. (BY MR. KINGSTON) Personally Mr.
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	time MR. ROSS: Don't waste your time, I've already instructed him not to answer, let's just move on. MR. KINGSTON: All right. Q. (BY MR. KINGSTON) Mr. Auman, if you take a look at the well, actually let me do it, Mr. Auman. A. Yes, sir. Q. I read Windstream's press release dated February 25, 2019 to suggest that the representation that we will continue serving our customers as usual is subject to risks and uncertainties that could cause actual future events and results to differ materially from those expressed in the forward looking statements. Do you read it the same way, sir? MR. ROSS: Are you asking him in his personal capacity or as a 30(b)(6) capacity? MR. KINGSTON: Either one. MR. ROSS: No, you make a choice. Q. (BY MR. KINGSTON) First let's do personally.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. Okay. With the drama back and forth can you re-read the question as you read it please? Q. (BY MR. KINGSTON) Personally Mr. Auman. A. Yes. Q. Actually do you mind if I start that over? A. Yes. Q. Mr. Auman, I read Windstream's press release to indicate that the representation on Page 1 that with the approval from the court we will continue serving our customers as usual is subject to risks and uncertainties that could cause actual future events and results to differ materially from those expressed. Personally, sir, do you read it the same way? A. I don't. Q. Tell me how you read it. A. I believe with approval from the courts is the caveat there that I'm looking at, so. I just. Q. So tell me your personal view as to

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	Page 85		Page 86
1	that forward looking statements are subject to	1	paragraph.
2	risks and uncertainties that could cause actual	2	A. I moved on.
3	future events and results to differ materially from	3	Q. That's okay.
4	those expressed means.	4	A. So where am I reading?
5	A. To me personally?	5	Q. So we were looking at the sentence
6	Q. Yeah.	6	regarding statements that were subject to risks and
7	A. To me personally that's general	7	uncertainties.
8	language used for looking, for any document I have	8	A. Last sentence?
9	seen that says, you know, the future, there's	9	Q. Yes, sir.
10	uncertainty in anything, right? Like there's risk,	10	A. First paragraph under cautionary
11	there's a risk in anything. I look at this as with	11	statements.
12	approval of the court we continue paying our	12	Q. Uh-huh.
13	employees, maintaining our relationships with	13	A. Okay. Yes.
14	vendors and business partners and serving our	14	Q. And if you take a look at the next
15	customers as usual. As to whether or not the court	15	paragraph of the press release do you see some
16	approves Windstream to use the financing that it	16	risks and uncertainties that are spelled out
17	said that it had already secured, so. That's my	17	specifically?
18	own interpretation.	18	A. Yes.
19	Q. Go on to the next page after that	19	Q. And do those include the length of
20	sentence we've just been discussing. Can you see,	20	time the company will operate under the Chapter 11
21	do you see specific risks and uncertainties that	21	case?
22	are identified?	22	A. Yes. I see that.
23	A. I'm sorry?	23	Q. And then take a look at the last
24	MR. ROSS: Where are you?	24	paragraph of the press release. Right above the
25	Q. (BY MR. KINGSTON) Just the very next	25	media contact and the visitor contact, do you see
	Q. (3.1 max m. (35.1 0.1), valst and (3.1) ment		
	Page 87		Page 88
	1 that, sir?	1	that time.
	2 A. Yes.	2	MR. ROSS: It's actually not.
	Q. And do you see where the press	3	(MARKED DEFENDANT'S EXHIBIT NO. 6)
	4 release refers the reader to Windstream's annual	4	Q. (BY MR. KINGSTON) Mr. Auman, I'm
	5 report?	5	handing you Exhibit 6 which is a multi-page
	6 A. I see where it references the	6	document Bates labeled WIN2749 through 2769. Take
	7 Securities and Exchange Commission website for the	7	a moment to review Exhibit 6 and let me know when
	8 company annual report, yes. And subsequent	8	you're ready, sir.
	1 7 1 77	9	
	 9 filings. 10 Q. I read the press release in that part 	10	A. Yes. (Reviewing document). Okay.
	11 as follows: Factors that could cause actual		•
	as follows: Factors that could cause actual results to differ materially from those	11 12	Q. What is Exhibit 6?A. What's the question, sir?
	13 contemplated in our forward looking statements	13	•
	include among others factors under risk factors in		• •
	item (a) of the company annual report and in	14 15	A. Yes. Q. And what is it?
	subsequent filings with the Securities Exchange	16	A. It's a consumer sales and care call
	17 Commission at www.sec.gov. 18 Have I read that correctly?	17	document from April 1st, 2019.
	·	18	Q. And have you seen it before, have you
	19 A. Yes, sir. That's what it appears to	19	seen Exhibit 6 before?
	20 me to be.	20	A. I don't recall seeing this exhibit
	Q. And so in its press release	21	previously.
	Windstream refers the reader to the company annual	22	Q. I forgot to ask you a bunch of
	report and the SEC's website at www.sec.gov.	23	typical beginning of deposition questions Mr.
	A. Yes, sir.	24	Auman.
	My stomach's telling me it's about	25	Did you review documents in preparing
I		I	

	•	01 44	
	Page 89		Page 90
1	for your deposition today?	1	going.
2	A. Yes.	2	Q. No problem.
3	Q. And did you talk to people?	3	A. She likes to know that.
4	A. Yes.	4	Q. They do and it's good to tell them.
5	Q. Who did you talk to?	5	A. Yes.
6	A. Inside and outside counsel.	6	Q. And did you review any documents
7	Q. Did you talk to anybody other than	7	getting ready for your deposition today?
8	lawyers?	8	A. Did I review documents in
9	A. With respect to this deposition?	9	preparation?
10	Q. Yes, sir.	10	Q. Yes, sir.
11	A. Yes.	11	A. Yes.
12	Q. Who did you talk to other than a	12	Q. And big stack, little stack? How
13	lawyer?	13	many documents did you review?
14	A. Brad Brannon. Paul Strickland.	14	A. How many actual documents? I
15	Q. Anybody other than Mr. Brannon and	15	wouldn't call 10 maybe.
16	Mr. Strickland?	16	Q. Tell me generally, describe those 10
17	A. No. I mean my team knows don't	17	documents as best you can.
18	bother me I'm doing this today so they're aware I	18	MR. ROSS: I have to object to that,
19	was doing it but I didn't talk to them about	19	that's attorney client privileged, work product
20	contents.	20	privileged. Documents were given to him by
21	I'm sorry, yes, I have. Aaron	21	counsel.
22	Pierce.	22	MR. KINGSTON: So if I understand the
23	Q. Anybody other than Mr. Pierce, Mr.	23	objection it's that identifying the documents would
24	Strickland and Mr. Brannon?	24	reveal attorney work product because of the work
25	A. No. My wife, I told her where I was	25	that counsel put in selecting the documents to put
	110 110 111 1110, 1 1010 101 1110 1 1110		
	Page 91		Page 92
1	Page 91	1	Page 92
1	in front of him?	1	reviewing those 10 documents, those roughly 10
2	in front of him? MR. ROSS: That sounds like a good	2	reviewing those 10 documents, those roughly 10 documents, you learned things that you didn't
2 3	in front of him? MR. ROSS: That sounds like a good summary.	2	reviewing those 10 documents, those roughly 10 documents, you learned things that you didn't already know?
2 3 4	in front of him? MR. ROSS: That sounds like a good summary. Q. (BY MR. KINGSTON) And I guess are	2 3 4	reviewing those 10 documents, those roughly 10 documents, you learned things that you didn't already know? A. Yes.
2 3 4 5	in front of him? MR. ROSS: That sounds like a good summary. Q. (BY MR. KINGSTON) And I guess are you relying on any of those documents for the basis	2 3 4 5	reviewing those 10 documents, those roughly 10 documents, you learned things that you didn't already know? A. Yes. Q. And based on your review of those 10
2 3 4 5 6	in front of him? MR. ROSS: That sounds like a good summary. Q. (BY MR. KINGSTON) And I guess are you relying on any of those documents for the basis of the testimony that you intend to provide on	2 3 4 5 6	reviewing those 10 documents, those roughly 10 documents, you learned things that you didn't already know? A. Yes. Q. And based on your review of those 10 documents you learned things that you didn't
2 3 4 5 6 7	in front of him? MR. ROSS: That sounds like a good summary. Q. (BY MR. KINGSTON) And I guess are you relying on any of those documents for the basis of the testimony that you intend to provide on behalf of the company today?	2 3 4 5 6 7	reviewing those 10 documents, those roughly 10 documents, you learned things that you didn't already know? A. Yes. Q. And based on your review of those 10 documents you learned things that you didn't already know related to this lawsuit.
2 3 4 5 6 7 8	in front of him? MR. ROSS: That sounds like a good summary. Q. (BY MR. KINGSTON) And I guess are you relying on any of those documents for the basis of the testimony that you intend to provide on behalf of the company today? A. Yes.	2 3 4 5 6 7 8	reviewing those 10 documents, those roughly 10 documents, you learned things that you didn't already know? A. Yes. Q. And based on your review of those 10 documents you learned things that you didn't already know related to this lawsuit. A. Yes.
2 3 4 5 6 7 8	in front of him? MR. ROSS: That sounds like a good summary. Q. (BY MR. KINGSTON) And I guess are you relying on any of those documents for the basis of the testimony that you intend to provide on behalf of the company today? A. Yes. Q. Did you learn anything from those	2 3 4 5 6 7 8	reviewing those 10 documents, those roughly 10 documents, you learned things that you didn't already know? A. Yes. Q. And based on your review of those 10 documents you learned things that you didn't already know related to this lawsuit. A. Yes. Q. Tell me the day on which you reviewed
2 3 4 5 6 7 8 9	in front of him? MR. ROSS: That sounds like a good summary. Q. (BY MR. KINGSTON) And I guess are you relying on any of those documents for the basis of the testimony that you intend to provide on behalf of the company today? A. Yes. Q. Did you learn anything from those documents that you didn't already know based on	2 3 4 5 6 7 8 9	reviewing those 10 documents, those roughly 10 documents, you learned things that you didn't already know? A. Yes. Q. And based on your review of those 10 documents you learned things that you didn't already know related to this lawsuit. A. Yes. Q. Tell me the day on which you reviewed those documents. Day or days, sir?
2 3 4 5 6 7 8 9 10	in front of him? MR. ROSS: That sounds like a good summary. Q. (BY MR. KINGSTON) And I guess are you relying on any of those documents for the basis of the testimony that you intend to provide on behalf of the company today? A. Yes. Q. Did you learn anything from those documents that you didn't already know based on your own personal knowledge?	2 3 4 5 6 7 8 9 10	reviewing those 10 documents, those roughly 10 documents, you learned things that you didn't already know? A. Yes. Q. And based on your review of those 10 documents you learned things that you didn't already know related to this lawsuit. A. Yes. Q. Tell me the day on which you reviewed those documents. Day or days, sir? A. In the past week or so.
2 3 4 5 6 7 8 9 10 11	in front of him? MR. ROSS: That sounds like a good summary. Q. (BY MR. KINGSTON) And I guess are you relying on any of those documents for the basis of the testimony that you intend to provide on behalf of the company today? A. Yes. Q. Did you learn anything from those documents that you didn't already know based on your own personal knowledge? A. Yes.	2 3 4 5 6 7 8 9 10 11 12	reviewing those 10 documents, those roughly 10 documents, you learned things that you didn't already know? A. Yes. Q. And based on your review of those 10 documents you learned things that you didn't already know related to this lawsuit. A. Yes. Q. Tell me the day on which you reviewed those documents. Day or days, sir? A. In the past week or so. Q. So it's fair to say that in the past
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	in front of him? MR. ROSS: That sounds like a good summary. Q. (BY MR. KINGSTON) And I guess are you relying on any of those documents for the basis of the testimony that you intend to provide on behalf of the company today? A. Yes. Q. Did you learn anything from those documents that you didn't already know based on your own personal knowledge? A. Yes. MR. KINGSTON: I do think then I am entitled to those documents. I think I understand the objection, I don't think it applies in the context of a corporate representative deposition.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	reviewing those 10 documents, those roughly 10 documents, you learned things that you didn't already know? A. Yes. Q. And based on your review of those 10 documents you learned things that you didn't already know related to this lawsuit. A. Yes. Q. Tell me the day on which you reviewed those documents. Day or days, sir? A. In the past week or so. Q. So it's fair to say that in the past week or so you reviewed somewhere in the neighborhood of 10 documents from which you learned things that you didn't already know relevant to this lawsuit.
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	in front of him? MR. ROSS: That sounds like a good summary. Q. (BY MR. KINGSTON) And I guess are you relying on any of those documents for the basis of the testimony that you intend to provide on behalf of the company today? A. Yes. Q. Did you learn anything from those documents that you didn't already know based on your own personal knowledge? A. Yes. MR. KINGSTON: I do think then I am entitled to those documents. I think I understand the objection, I don't think it applies in the context of a corporate representative deposition. MR. ROSS: I disagree but we can always take it to the judge and fight about it if you want.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	reviewing those 10 documents, those roughly 10 documents, you learned things that you didn't already know? A. Yes. Q. And based on your review of those 10 documents you learned things that you didn't already know related to this lawsuit. A. Yes. Q. Tell me the day on which you reviewed those documents. Day or days, sir? A. In the past week or so. Q. So it's fair to say that in the past week or so you reviewed somewhere in the neighborhood of 10 documents from which you learned things that you didn't already know relevant to this lawsuit. A. Yes. Q. Tell me what those 10 documents are. MR. ROSS: I'm instructing the
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	in front of him? MR. ROSS: That sounds like a good summary. Q. (BY MR. KINGSTON) And I guess are you relying on any of those documents for the basis of the testimony that you intend to provide on behalf of the company today? A. Yes. Q. Did you learn anything from those documents that you didn't already know based on your own personal knowledge? A. Yes. MR. KINGSTON: I do think then I am entitled to those documents. I think I understand the objection, I don't think it applies in the context of a corporate representative deposition. MR. ROSS: I disagree but we can always take it to the judge and fight about it if you want. MR. KINGSTON: Sure.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	reviewing those 10 documents, those roughly 10 documents, you learned things that you didn't already know? A. Yes. Q. And based on your review of those 10 documents you learned things that you didn't already know related to this lawsuit. A. Yes. Q. Tell me the day on which you reviewed those documents. Day or days, sir? A. In the past week or so. Q. So it's fair to say that in the past week or so you reviewed somewhere in the neighborhood of 10 documents from which you learned things that you didn't already know relevant to this lawsuit. A. Yes. Q. Tell me what those 10 documents are. MR. ROSS: I'm instructing the witness not to answer, the same privilege grounds I
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	in front of him? MR. ROSS: That sounds like a good summary. Q. (BY MR. KINGSTON) And I guess are you relying on any of those documents for the basis of the testimony that you intend to provide on behalf of the company today? A. Yes. Q. Did you learn anything from those documents that you didn't already know based on your own personal knowledge? A. Yes. MR. KINGSTON: I do think then I am entitled to those documents. I think I understand the objection, I don't think it applies in the context of a corporate representative deposition. MR. ROSS: I disagree but we can always take it to the judge and fight about it if you want. MR. KINGSTON: Sure. Q. (BY MR. KINGSTON) So you reviewed	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	reviewing those 10 documents, those roughly 10 documents, you learned things that you didn't already know? A. Yes. Q. And based on your review of those 10 documents you learned things that you didn't already know related to this lawsuit. A. Yes. Q. Tell me the day on which you reviewed those documents. Day or days, sir? A. In the past week or so. Q. So it's fair to say that in the past week or so you reviewed somewhere in the neighborhood of 10 documents from which you learned things that you didn't already know relevant to this lawsuit. A. Yes. Q. Tell me what those 10 documents are. MR. ROSS: I'm instructing the witness not to answer, the same privilege grounds I just stated.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	in front of him? MR. ROSS: That sounds like a good summary. Q. (BY MR. KINGSTON) And I guess are you relying on any of those documents for the basis of the testimony that you intend to provide on behalf of the company today? A. Yes. Q. Did you learn anything from those documents that you didn't already know based on your own personal knowledge? A. Yes. MR. KINGSTON: I do think then I am entitled to those documents. I think I understand the objection, I don't think it applies in the context of a corporate representative deposition. MR. ROSS: I disagree but we can always take it to the judge and fight about it if you want. MR. KINGSTON: Sure. Q. (BY MR. KINGSTON) So you reviewed approximately 10 documents getting ready for	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	reviewing those 10 documents, those roughly 10 documents, you learned things that you didn't already know? A. Yes. Q. And based on your review of those 10 documents you learned things that you didn't already know related to this lawsuit. A. Yes. Q. Tell me the day on which you reviewed those documents. Day or days, sir? A. In the past week or so. Q. So it's fair to say that in the past week or so you reviewed somewhere in the neighborhood of 10 documents from which you learned things that you didn't already know relevant to this lawsuit. A. Yes. Q. Tell me what those 10 documents are. MR. ROSS: I'm instructing the witness not to answer, the same privilege grounds I just stated. Q. (BY MR. KINGSTON) Are you going to
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	in front of him? MR. ROSS: That sounds like a good summary. Q. (BY MR. KINGSTON) And I guess are you relying on any of those documents for the basis of the testimony that you intend to provide on behalf of the company today? A. Yes. Q. Did you learn anything from those documents that you didn't already know based on your own personal knowledge? A. Yes. MR. KINGSTON: I do think then I am entitled to those documents. I think I understand the objection, I don't think it applies in the context of a corporate representative deposition. MR. ROSS: I disagree but we can always take it to the judge and fight about it if you want. MR. KINGSTON: Sure. Q. (BY MR. KINGSTON) So you reviewed approximately 10 documents getting ready for today's deposition.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	reviewing those 10 documents, those roughly 10 documents, you learned things that you didn't already know? A. Yes. Q. And based on your review of those 10 documents you learned things that you didn't already know related to this lawsuit. A. Yes. Q. Tell me the day on which you reviewed those documents. Day or days, sir? A. In the past week or so. Q. So it's fair to say that in the past week or so you reviewed somewhere in the neighborhood of 10 documents from which you learned things that you didn't already know relevant to this lawsuit. A. Yes. Q. Tell me what those 10 documents are. MR. ROSS: I'm instructing the witness not to answer, the same privilege grounds I just stated. Q. (BY MR. KINGSTON) Are you going to follow your lawyer's advice?
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	Dog 02		Daga 04
	Page 93		Page 94
1	lawyers present?	1	Do you mind if I take another run at
2	A. No.	2	that?
3	Q. Tell me everything you can remember	3	A. Yes.
4	about your conversation with Mr. Brannon then.	4	Q. In your belief regarding the spike in
5	A. I asked Brad Brannon to validate what	5	disconnects in the April to July time period was
6	I believed to be true, that over the course between	6	based on your review of the reports circulated by
7	April and end of July in the markets that we	7	Mr. Brannon's group that we've discussed earlier.
8	compete head to head with Spectrum that we had a	8	A. Yes.
9	significant or material spike in customer	9	Q. And then Mr. Brannon told you that
10	disconnects during that timeframe. That that	10	that belief was correct when you talked to him.
11	proved to be a material change from our previous,	11	A. Yes.
12	trajectory for the previous year. And that would	12	Q. When you spoke
13	have been the timeframe beginning a few weeks after	13	A. And that the same impact on the other
14	the false or misleading advertising was sent out by	14	markets was true, that we did not see a spike in
15	Charter.	15	disconnects like we did in the Spectrum markets.
16		16	-
	Q. So Mr. Brannon told you that there		•
17	was a spike in disconnects in that kind of April to	17	A. Yes. We also discussed pricing,
18	July time period.	18	Charter pricing, and that's all I recall.
19	A. Yes. He validated it. I knew that	19	Oh, our current promotion costs that
20	to be the case but I wanted to double check with	20	we're running right now, we're in the end of
21	Brad. He's the one who as we talked about before	21	September timeframe.
22	distributes the reports on customer disconnects.	22	Q. Mr. Brannon told you things about
23	Q. And you knew that to be the case	23	pricing and promotion costs as well?
24	based on your review of the reports that Brad	24	A. Yes.
25	distributes on a monthly basis?	25	Q. What did he tell you about pricing?
	Page 95		Page 96
1	A. We just reviewed our current go to	1	estimate to be \$8 million.
2	market pricing by and large for Internet only	2	A. Yes.
3	customers, for business customers. And the costs	3	Q. And that's based on your discussion
4	associated with the current promotion. That's the	4	with Mr. Brannon?
5	validation behind it, I wanted to validate our cost	5	A. It was a foundation discussion. I
6	*	6	
	estimate for what that promotion's costing us.	7	knew that as my normal course of business.
7	Q. Explain that to me. You want to		Q. Did you look at in forming your
8	validate your cost estimate for what your current	8	belief that the cost of the promotion was \$8
9	promotion was costing you?	9	million, did you look at documents?
10	A. Yes.	10	A. No.
11	Q. How does the pricing information	11	Q. That's all you know off the top of
12	enable you to validate that cost estimate?	12	your head?
13	A. The current promotion involves three	13	A. Yes.
14	months free for the customers. So there's a cost	14	Q. Walk me through the formula that you
15	associated with that and that promotion is based on	15	went through walk me through the formula that
16	the fact that we had a spike in disconnects during	16	you employed to determine that the cost of that
17	the April to July timeframe in Spectrum markets and	17	three month promotion was \$8 million off the top of
18	we wanted to maintain our commitment to achieving	18	your head.
19	our growth plan. So we took action as a management	19	A. My finance director told me. I don't
20	team to introduce new pricing promotions into the	20	have the formula.
21	marketplace as a result and there's a cost	21	Q. So your belief that the cost of the
22	associated with that that we estimate to be 8	22	three month promotion that you've been referencing
I		I	ΦO 1111 1 1 6 6
23	million.	23	was \$8 million is the result of your finance
	million. Q. So the three months free, the cost of	23	was \$8 million is the result of your finance director telling you that the cost of that
23			

	•		J 00
	Page 97		Page 98
1	A. Yes, sir.	1	where Windstream competes with Spectrum?
2	Q. And who's your finance director?	2	A. How do we identify them? Those are
3	A. Leena Lee. L-E-E-N-A. And Ben Bruce	3	the known markets.
4	is the finance VP. So it would have been with that	4	Q. How is the knowledge that those are
5	group.	5	markets where Windstream competes with Spectrum
6	Q. Bruce did you say?	6	acquired?
7	A. Ben Bruce, B -E-N, I don't think I	7	A. Competitive assessments. I mean
8	said his name before. B-E-N, Bruce, B-R-U-C-E.	8	normal course of business would be keep
9	Q. So your belief that the three month	9	competitive, you know, know your competitors in one
10	promotion that you referenced earlier cost	10	of one of the markets and keep current on their
11	Windstream \$8 million is based on the fact that Ms.	11	offers and keep vigilant on the impacts of those
12	Lee and Mr. Bruce told you?	12	offers and the impacts of the overall business.
13		13	Q. Walk me through the competitive
14		14	assessments that help you understand the markets
15	Brad as well. Brad manages pricing. Brad is over, he's VP over finance.	15	
		16	where Spectrum competes with Windstream.
16	Q. When did Ms. Lee and Mr. Bruce tell		A. How would one determine, it's not my
17	you about this clause?	17	area, but we did an assessment on whether or not
18	A. It would have been some time in	18	that particular competitor has a sales presence in
19	August.	19	the market as distribution. He's marketing to
20	Q. Mid August, early August, late	20	customers and I believe has the authority to sell.
21	August?	21	Q. You say it's not your area. Whose
22	A. I can't recall. Probably middle	22	area is it?
23	August. We introduced it beginning of September.	23	A. Brannon. Brad Brannon. I don't
24	To some markets.	24	believe that it has changed much. My understanding
25	Q. How did you identify the markets	25	is it requires a license or some type of license to
	Dago 00		
	Page 99		Page 100
1		1	
1	compete in geographies.	1	Brannon?
2	compete in geographies. Q. When you say it hasn't changed much,	2	Brannon? A. Not relevant to this case, no. Or
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	261 Pg 27	01 44	
	Page 101		Page 102
1	Q. And did you just generally talk about	1	off the record at the end of our second media.
2	the deposition?	2	(Whereupon, a lunch recess was taken)
3	A. Yes.	3	VIDEOGRAPHER: It's 12:52. We're
4	Q. Tell me as best you can recall what	4	back on the record at the beginning of our third
5	he said and what you said.	5	media.
6	A. He felt that as though it was pretty	6	Q. (BY MR. KINGSTON) Direct your
7	straightforward when it was expected and that was	7	attention, sir, back to Exhibit 6, the Kinetic
8	about it.	8	PowerPoint. Do you see that?
9	Q. Okay. Tell me about your	9	A. Yes, sir.
10	conversation with Mr. Pierce.	10	Q. Look at Page 5. Do you see a
11	A. As you know Aaron Pierce is a direct	11	reproduction of the Charter mail order issue?
12	report to me and so I asked Aaron Pierce to get an	12	A. Yes.
13	assessment on what our costs were from our agency	13	Q. Looks like there's a copy of the
14	for the development of the creative material that	14	front and back of a letter and the front and back
15	we proactively created and distributed following	15	of an envelope, do you see that?
16	the, Spectrum's false and misleading testimony.	16	A. Yes.
17	And I asked him to validate any questions that,	17	Q. And that flap on the envelope, is
18	just to make sure I was correct on what my memory	18	that purple to pink or pink to purple?
19	was on some of the costs associated with the	19	A. The color scheme?
20	creation, distribution and subsequent timing. I	20	Q. Yes, sir.
21	lived it but I wanted to make sure it was accurate	21	A. Can you ask the question again?
22	in my head.	22	Q. Yeah. Looks like there's the back
23	MR. KINGSTON: Why don't we break for	23	side of a Charter envelope?
24	lunch?	24	A. Yes.
25	VIDEOGRAPHER: It is 11:56. We are	25	Q. That has a gradient color scheme, do
			-
	Page 103		Page 104
1	Page 103	1	Page 104
1 2	you see that?	1 2	A. Yes.
1 2 3	you see that? A. Yes.	2	A. Yes.Q. And it looks like that back flap
2	you see that? A. Yes. Q. Looks like it goes from pink on the	2	A. Yes.Q. And it looks like that back flap goes from pink to purple, do you see that, sir?
2 3 4	you see that? A. Yes. Q. Looks like it goes from pink on the left to purple on the right?	2 3 4	A. Yes.Q. And it looks like that back flap goes from pink to purple, do you see that, sir?A. Yes, I see. Light to dark.
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2 3 4 5 6	you see that? A. Yes. Q. Looks like it goes from pink on the left to purple on the right? A. I think that's fair. It definitely goes from lighter to darker. Q. Yeah, it's maybe sort of a blue on	2 3 4 5 6	 A. Yes. Q. And it looks like that back flap goes from pink to purple, do you see that, sir? A. Yes, I see. Light to dark. Q. Light to dark. A. Yeah. Q. And then we were discussing where we
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	you see that? A. Yes. Q. Looks like it goes from pink on the left to purple on the right? A. I think that's fair. It definitely goes from lighter to darker. Q. Yeah, it's maybe sort of a blue on the right. A. Looks a lot like Windstream Kinetic colors to me. That's what it looks like. Q. Show me on the PowerPoint where else would I see that color? A. To me if you look at the line underneath on the same page shows a representation of a different color scheme. Q. So if we're sticking with Page 5, you see the back side of the Charter envelope with a sort of, with a pink on the left radiating to a purple to blue on the right. Do you see that, sir? A. I'm sorry? Q. That's all right. I was circling the airport there for a second. You see the back side of the Charter envelope on Page 5 which is Bates labeled WIN2753,	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	A. Yes. Q. And it looks like that back flap goes from pink to purple, do you see that, sir? A. Yes, I see. Light to dark. Q. Light to dark. A. Yeah. Q. And then we were discussing where we could find that color scheme on Exhibit 6 and you indicated at the bottom of Page 5, again WIN2753, right? A. Yes. That yes. Q. There's sort of a bar across the bottom of Page 5 that starts off blue and then goes to green and then goes to orange and then goes to kind of a blue purple and out to pink, is that right? A. Yes. Q. And your view is that Charter's, the back side of Charter's envelope mimics that final kind of purple to pink side of that bar at the bottom of the, of Exhibit 6, is that right? A. Yes. Q. Go ahead, please. A. It looks very similar if not
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		01 44	
	Page 105		Page 106
1	seen us use on our mailings.	1	(Indicating).
2	Q. Does Windstream keep a database of	2	Q. Thank you, sir.
3	its past mailings?	3	And saw you circled the portions of
4	A. Not that I'm aware of.	4	Exhibit 6 that in your view, where in your view the
5	Q. If I wanted to get my hands on	5	Windstream color scheme is similar to the color
6	exemplars of direct mail pieces that Windstream has	6	scheme on the back of the mailer on Page 5, is that
7	sent 2017, '18 and '19 is that something that you	7	right, sir?
8	have on file somewhere back at the office?	8	A. Yes, sir.
9	A. You know, I don't know.	9	Q. And it looks like you circled a
10	Q. It may be, it may not be something	10	portion of the logo on the first page and a portion
11	that Windstream has back on file at the office.	11	of the bar at the bottom of the fifth page. Isn't
12	A. That's correct. May or may not.	12	that right, sir?
13	Q. What I'd like to do, sir, is I want	13	A. Yes.
14	to go through Exhibit 6 and circle all the color	14	Q. And that logo and that bar are
15	scheme portions that in your view look like the	15	reproduced kind of throughout Exhibit 6, is that
16	color scheme on the back of that envelope. What	16	right?
17	I'd like to you do is circle and put your initials	17	A. Yes.
18	by it.	18	Q. And so, and is that logo that's sort
19	A. (Indicating). Is one of the bars	19	of a knot of different letters, is that the Kinetic
20	sufficient or you want the same	20	logo?
21	Q. One is fine.	21	A. Yes, it is. The, what I'm not sure
22	A. Okay.	22	of is if this PowerPoint is an exact replica of the
23	Q. Would you mind if I took a look at	23	color palette that we use to print direct material
24	your copy of Exhibit 6 whenever you're finished?	24	on. This is an internal business document so it's
25	A. Sure.	25	not necessarily customer facing, so there's a,
			,
	Daga 107		
	Page 107		Page 108
1	Page 107	1	Page 108
1	could be some slight variance, but.	1	Q. Yes, a lot of ink has been used to
2	could be some slight variance, but. Q. That knot of colors next to the word	2	Q. Yes, a lot of ink has been used to cover up portions of Exhibit 6. Do you know what
2	could be some slight variance, but. Q. That knot of colors next to the word Kinetic, does that look similar in your view to the	2	Q. Yes, a lot of ink has been used to cover up portions of Exhibit 6. Do you know what that ink is covering, sir?
2 3 4	could be some slight variance, but. Q. That knot of colors next to the word Kinetic, does that look similar in your view to the logo that goes out on Windstream direct mails?	2 3 4	Q. Yes, a lot of ink has been used to cover up portions of Exhibit 6. Do you know what that ink is covering, sir? A. No, I don't. I don't believe I saw
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	201 Py 28	01 44	
	Page 109		Page 110
1	those sales and care employees, so I want to verify	1	that would have gone to the SMB side of Kinetic?
2	the question you're asking. If you're asking	2	A. Not this particular one but as you
3	Windstream overall or folks that would be on this	3	had already referenced and, you know, shared, there
4	call.	4	is a business one as well.
		5	
5	Q. And so the folks that would be on this call would be in the Kinetic unit and related		Q. And how often do these calls occur?
6		6	A. I believe they're either weekly or
7	to consumer sales and care, is that right?	7	biweekly.
8	A. Correct.	8	Q. So, and by biweekly do you mean
9	Q. So there would be a different call	9	A. Every other week. I think that's
10	for the small business group?	10	correct, I get confused on that.
11	A. Yes.	11	Q. I never even attempt it.
12	Q. And forgive me this, does Kinetic	12	So Windstream conducts consumer sales
13	have an enterprise component or is it just	13	and care calls either on a weekly basis or every
14	consumers and small business?	14	other week.
15	A. Just consumers and small medium	15	A. That's correct. Or as needed on an
16	business.	16	ad hoc basis.
17	Q. I apologize, I keep saying small	17	Q. Or as needed on an ad hoc basis. And
18	business, in my mind seeing the letters SMB, but	18	can you tell from Exhibit 6 whether Exhibit 6 was
19	small medium business.	19	one of the regular weekly or every other week calls
20	So Exhibit 6 would be a PowerPoint	20	or an ad hoc call?
21	that would have gone with a teleconference among	21	A. I can't tell from this exhibit. What
22	the consumer sales side of the Kinetic business, is	22	day was April 1st? I could speculate.
23	that right?	23	MR. ROSS: Day of the week you mean?
24	A. Yes, sir.	24	A. Yes.
25	Q. So this Exhibit 6 is not something	25	MR. ROSS: It was a Monday.
	Page 111		Page 112
1		1	
	A. Then this was likely the regular	1 2	believe manage other folks as well. So I'm not
2	A. Then this was likely the regular cadence scheduled call. Typically they're on	2	believe manage other folks as well. So I'm not certain that actual representatives that are, you
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		01 44	
	Page 113		Page 114
1	A. Yes, I do. Embarrassingly as it is	1	to my recollection, the best recollection I have is
2	it's a little small print, but I think I could make	2	customers would have started to receive it around
3	that out, yes.	3	the March 22nd or so, so that seems to be accurate.
4	Q. And it looks like there's so the	4	Q. So you have no reason to disbelieve
5	letter looks like it's signed by Tony Thomas, the	5	the representation in the Windstream PowerPoint
6	president and CEO of Windstream, is that right?	6	that it started sending the below communication to
7	A. Yes, sir.	7	customers on March 15th and were done in waves?
8	Q. And then it likes like there's a list	8	A. Yes, sir. On or around March 15th.
9	of companies on the notice attachment. Do you see	9	Q. And below that I read the Windstream
10	that?	10	PowerPoint to say that customers should have
11	A. I do. Yes, sir. They look like a	11	received them the week of March 18 and March 25th.
12	list, representative sample of companies. It's a	12	Do you have any reason to disbelieve
13	little hard for me to see that.	13	that, sir?
14	Q. I read the first sentence of Page 8	14	A. No, sir. I do know that it says
15	of Exhibit 6 as follows: We started sending the	15	customer should have. I do know surprisingly as it
16	below communication to customers on March 15th and	16	is with the U.S. Mail sometimes things show up a
17	were done in waves.	17	lot longer out than you'd expect it. So I would
18	Have I read that correctly?	18	say I wouldn't think that everybody received these
19	A. Yes. Yes, that I can see, yes.	19	communications by the 25th. Some of the markets
20	Q. Is that a true statement, that	20	are very rural.
21	Windstream started sending out that notice on March	21	Q. Has Windstream done anything on its
22	15th and it was done in waves?	22	own to determine when in fact its customers did
23	A. I can't say if it started on March	23	receive the communications represented on Page 8 of
24	15th definitively or not. I will take this as	24	Exhibit 6?
25	certainly what we communicated internally. I think	25	A. Not that I'm aware of.
	D 11E		
	Page 115		Page 116
1		1	
1 2	Q. Has Windstream done anything to track	1 2	Q. And is Exhibit 7 the communication we
2	Q. Has Windstream done anything to track customer responses to the communication on Page 8	2	Q. And is Exhibit 7 the communication we were just talking about on Page 8 of the Windstream
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	1 then.	1	A. Excuse me, who is she?
	2 (Whereupon, the reporter read from the record)	2	Q. Yes.
	A. I'm not aware of if there was effort	3	A. She's an employee of Windstream.
	4 or no effort or if there was any collection or not.	4	Q. Looks like was Ms. Webb the author or
	5 I'm not aware.	5	somehow involved in the portion of the Windstream
	6 Q. (BY MR. KINGSTON) Did Windstream	6	PowerPoint discussing Spectrum marketing?
	7 make any effort to identify strike that. Do you	7	A. Yes. Ms. Webb typically participates
	8 mind if I start over?	8	in a leadership role in these calls.
	9 A. Yes.	9	Q. Let's go back to Exhibit 6 for just a
	10 Q. Did Windstream make any effort to	10	second.
	determine the number of customers that called that	11	So on Page 5 I see a reference to
	phone number in the middle paragraph of Mr.	12	Spectrum. Do you see that, sir?
	Thomas's letter?	13	A. Yes.
	14 A. Again, I'm not aware of any effort to	14	Q. And then on the next two pages I see
	determine the number of customers that called.	15	talking points related to that Spectrum marketing?
	Q. And Exhibit 7 is the letter and	16	A. (Reviewing document).
	notice that went out on March 15th and would have	17	Q. Do you see that, sir?
	started arriving in homes the week of March 18th	18	A. I do. I'm just reading it through.
	and 25th extending out for some time thereafter	19	Yes, I do.
	depending on the efficiency of the United States	20	Q. Were there talking points circulated
	Postal Service, is that right?	21	related to the Windstream bankruptcy letter on Page
	A. Yes, sir. As far as I can tell, yes.	22	8?
	Q. Do you know Katherine Webb?	23	A. I'm not aware of talking points
	24 A. Yes.	24	specifically related to this communication that
	Q. And who is Ms. Webb?	25	were issued. There were general talking points
	Page 110		Page 120
	Page 119		Page 120
1	sent to all employees of Windstream. But I'm not	1	you say expect is the question, do you see that,
2	aware of any specific talking points issued with	2	sir?
4	respect to this particular communication. (MARKED DEFENDANT'S EXHIBIT NO. 8)	3 4	A. Yes, sir.
5	Q. (BY MR. KINGSTON) Mr. Auman, I'm	5	Q. It's because the word expect is used I guess various points before Question 13. I read
6	handing you a document I've marked as Exhibit 8.	6	the first bullet point on Page 2736 as follows:
7	Exhibit 8 is a multi page document starting with	7	This is a routine part of every Chapter 11 process
8	the Bates number WIN 2784 and ending with WIN 2736.	8	and we expect that the court will approve our
9	A. Thank you.	9	request to do so at the first day hearing which
10	Q. Take a moment to review Exhibit 8 and	10	will take place in the coming days.
11	let me know when you're ready, sir.	11	Have I read that correctly?
12	A. (Reviewing document).	12	A. Yes.
13	Okay. I've read through it.	13	Q. Is it a reasonable inference then
14	Q. What is Exhibit 8?	14	that these FAQs were distributed at some point
15	A. This appears to me to be frequently	15	before the first day hearing in the Windstream
16	asked questions of a queue of employees, that help	16	bankruptcy cases?
17	employees understand Chapter 11, the why behind the	17	A. I think so, yes.
18	filing, and what to expect it looks like in the	18	Q. Read if you would I'll just
19	near term. I'm not, I don't see when this was	19	direct your attention to Question number 9. Do you
20	produced but the way I read it seems to be it would	20	see that, sir?
21	be shortly after the filing, but I'm not aware.	21	A. Yes.
22	Q. Take a look if you would at bullet	22	Q. How is Windstream's management team
23	point 13.	23	handling these legal proceedings while also
24	A. I see it.	24	effectively running the business.
25	Q. Why do you say the word, or why do	25	Have I read that correctly?
1			

Page 121 Page 122 1 MR. ROSS: What topic does this go to 2 Q. And you see a reference to Lewis 2 in this? 3 3 Langston in the second bullet point? MR. KINGSTON: Topic 22, Windstream's 4 4 Yes, sir. Chapter 11 cases. I read that as follows: In fact, 5 O. MR. ROSS: We've objected to that and Lewis Langston is staying on to help advise the 6 said we're not producing a witness on that. So I'm 7 company through this process so our legal, so our instructing the witness not to answer that 8 8 leaders can stay focused on our customers. question. 9 Q. (BY MR. KINGSTON) Sir, are you going 9 Have I read that correctly? 10 to follow the advice of your lawyer? 10 Yes, sir. A. 11 So is it true that the purpose of 11 Yes, sir. 12 12 Lewis Langston staying on was to enable leaders to Q. Take a look at I guess Question 21. 13 Page 2736. What should I tell our customers, 13 focus on Windstream's customers? 14 suppliers and channel partners. 14 A. Yes, sir. I would agree with that. 15 Have I read that correctly? 15 I'm sure, among other things, but certainly that's 16 Yes, sir. 16 one of them. 17 Q. Can you read the first bullet point 17 Q. There are a variety of reasons why 18 in response into the record please? 18 Mr. Langston may have stayed on to help advise the 19 A. Yes. We expect that most of our company but the one that was important enough to 19 20 suppliers, customers and channel partner's identify for employees in the frequently asked 20 21 questions can be answered by the information 21 questions would be to enable the leaders to stay 22 contained in the materials distributed to them and 22 focused on Windstream's customers, true? 23 our teams. 23 Yes, sir. I would agree with that. 24 So is that the customer letter and 24 Has there been any turnover in 25 news release that we've already talked about? 25 management since Windstream filed for bankruptcy? Page 123 Page 124 A. I can't answer definitively if there 1 1 to identify customers that expressed concern 2 was more information to that or not. I'm not -- I 2 regarding Windstream's Chapter 11 bankruptcy? 3 don't know. I do know that we communicated with 3 MR. ROSS: I'll object and explain 4 4 our customers and suppliers and channel partners as you can't answer a question like that has a null 5 5 to, informing them as to our actions, our necessary set as an answer. He told you this morning that 6 actions, so. It could be the communications that 6 they are unaware of any customers who have ever 7 referenced and additional communications or just 7 expressed a concern. So how can he say that 8 those and whatever contact that our folks would 8 they've taken steps? It's like a question where 9 9 have with them. you ask have you stopped beating your wife yet, it 10 Q. So you have no reason to think that 10 can't be answered. materials weren't actually distributed to your 11 Q. (BY MR. KINGSTON) Windstream's 11 12 customers, suppliers and channel partners as 12 customers call call center employees, right? 13 indicated in Exhibit 8. 13 They call in to our call center 14 14 A. That's correct. that's staffed with call center employees, yes, 15 Q. Has Windstream taken any steps to 15 sir. 16 identify customers that have expressed concerns 16 What did Windstream do to find out 17 regarding the company's Chapter 11 bankruptcy 17 whether any of the employees that called your call 18 filing? 18 center expressed concerns about the bankruptcy? 19 MR. ROSS: You asked him this this 19 I'm not aware ever any concerns 20 morning. 20 expressed by any customers about Windstream's 21 I object, asked and answered. 21 bankruptcy. 22 Q. (BY MR. KINGSTON) Was the answer no? 22 What did you do to find out whether 23 23 I can't recall. or not there had been any concerns expressed? 2.4 Repeat the question please. 24 MR. ROSS: Again object, you can't A. Sure. Has Windstream taken any steps 25 25 answer a question that has a null set as an answer.

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1	You can answer it however you want but you just	1	calling them with concerns.
2	can't answer these questions the way you're	2	Q. As far as you know no customers have
3	phrasing them.	3	called Kurtzman Carson Consulting with questions
4	Q. (BY MR. KINGSTON) Has a single	4	about Windstream's bankruptcy?
5	customer called Windstream with a question about	5	A. Yes. I'm not aware of any calls into
6	Windstream's Chapter 11 bankruptcy?	6	Kurtzman from any of our customers with concerns
7	A. I'm not aware of any customers	7	about bankruptcy.
8	calling us, calling Windstream concerned or having	8	Q. Are you aware of calls from your
9	concerns about our bankruptcy.	9	customers to Kurtzman?
10	Q. Has a single customer called an agent	10	A. Has, have any customers called them?
11	of Windstream with a question about Windstream's	11	I'm not aware of any customers calling them.
12	bankruptcy?	12	Q. As far as you are aware no customers
13	MR. ROSS: Vague and ambiguous as to	13	have called Kurtzman.
14	what an agent is. This man's not a lawyer, if you	14	A. I'm not aware of calls coming in to
15	want to explain what an agent is so he can answer	15	Kurtzman. I just don't have that information.
16	the question.	16	Q. In preparing to testify today on
17	Q. (BY MR. KINGSTON) You understand	17	behalf of Windstream what steps did you take to
18	that Windstream employs, or did you know that	18	find out if any customers had called with questions
19	Windstream was employing Kurtzman Carson	19	about Windstream's bankruptcy?
20	Consulting?	20	MR. ROSS: What topic does that go
21	A. I believe that's correct, yes.	21	to?
22	Q. Do you know if any customers called	22	MR. KINGSTON: Five.
23	Kurtzman Carson Consulting with questions about	23	MR. ROSS: I don't see anything about
24	Windstream's bankruptcy?	24	Kurtzman.
25	A. I'm not aware of any customers	25	Can we just say KCC on the record,
	Page 127		Page 128
1	can we agree what that?	1	A. Yes.
2	MR. KINGSTON: Sure, that's fine with	2	Q. And you see there's a response with
3	me.	3	an objection and then there's a paragraph below
4	MR. ROSS: I don't see anything in	4	that response that reads as follows: Subject to
5	topic 5 about calls to KCC.	5	and without waiving, or excuse me, subject to and
6	MR. KINGSTON: I don't think my	6	without waiver of the previously asserted
7	question was related to KCC, I don't think my	7	objections Windstream will produce a witness to
8	question was about KCC, it was a more general	8	testify on those Windstream customer that it knows
9	question.	9	have expressed concerns regarding Chapter 11
10	Rather than torturing Ms. Benoist	10	bankruptcy filing.
11	I'll just ask a different question.	11	Have I read that correctly?
	Q. (BY MR. KINGSTON) Actually let's do	12	A. Yes, sir.
12	Q. (BT WIK. KINOSTON) Actually let's do		
12 13	this.	13	Q. And what steps did Windstream take to
13	this.	13	Q. And what steps did Windstream take to
13 14	this. (MARKED DEFENDANT'S EXHIBIT NO. 9) Q. (BY MR. KINGSTON) Mr. Auman, I've handed you Exhibit 9 which is a copy of Windstream	13 14	Q. And what steps did Windstream take to identify Windstream customers that expressed
13 14 15	this. (MARKED DEFENDANT'S EXHIBIT NO. 9) Q. (BY MR. KINGSTON) Mr. Auman, I've	13 14 15	Q. And what steps did Windstream take to identify Windstream customers that expressed concern regarding the Company's Chapter 11 bankruptcy filing? A. So I'm not aware of any customers
13 14 15 16	this. (MARKED DEFENDANT'S EXHIBIT NO. 9) Q. (BY MR. KINGSTON) Mr. Auman, I've handed you Exhibit 9 which is a copy of Windstream	13 14 15 16	Q. And what steps did Windstream take to identify Windstream customers that expressed concern regarding the Company's Chapter 11 bankruptcy filing? A. So I'm not aware of any customers that have called Windstream that have expressed
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13 14 15 16 17	this. (MARKED DEFENDANT'S EXHIBIT NO. 9) Q. (BY MR. KINGSTON) Mr. Auman, I've handed you Exhibit 9 which is a copy of Windstream Holding, Inc.'s Objections and Responses to Defendants' Amended Notice Of Videotaped Deposition	13 14 15 16 17 18	Q. And what steps did Windstream take to identify Windstream customers that expressed concern regarding the Company's Chapter 11 bankruptcy filing? A. So I'm not aware of any customers that have called Windstream that have expressed concern regarding our Chapter 11 bankruptcy filing. Q. So among the steps that Windstream
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13 14 15 16 17 18 19 20 21	this. (MARKED DEFENDANT'S EXHIBIT NO. 9) Q. (BY MR. KINGSTON) Mr. Auman, I've handed you Exhibit 9 which is a copy of Windstream Holding, Inc.'s Objections and Responses to Defendants' Amended Notice Of Videotaped Deposition pursuant to Rule 30(b)(6). I'll direct your attention to Page 6. You see topic 5, sir? A. Yes.	13 14 15 16 17 18 19 20 21 22 23 24	Q. And what steps did Windstream take to identify Windstream customers that expressed concern regarding the Company's Chapter 11 bankruptcy filing? A. So I'm not aware of any customers that have called Windstream that have expressed concern regarding our Chapter 11 bankruptcy filing. Q. So among the steps that Windstream took to identify customers that had expressed concern about Windstream's bankruptcy filing would
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	Page 129		Page 130			
1	Q. What's the next step?	1	produced to us wherein customers called?			
2	A. So what steps could we take or have	2	A. I'm not aware if transcripts were			
3	we taken?	3	provided or not.			
4	Q. I want to focus on what steps did you	4	MR. ROSS: And that's also not what			
5	take for now, sir. And so we've identified a	5	he testified to. He testified there were 215 but			
6	single step, right?	6	they had conducted a search of them all.			
7	A. (Indicating).	7	Q. (BY MR. KINGSTON) There was, Mr.			
8	Q. Right?	8	Langston explained the search to us back in May.			
9	A. Yes.	9	Are you familiar with that?			
10	Q. And that single step that we've	10	A. No.			
11	identified was Mr. Auman searching his sort of	11	MR. ROSS: So if you change that			
12	internal memory for his personal knowledge of	12	question this is Mr. Langston's deposition			
13	customers that expressed concern, and my question	13	testimony he's referring to when he says explained			
14	is that's right?	14	it to them.			
15	A. That's correct.	15	A. Okay. I'm sorry.			
16	Q. And my question is what are the other	16	Q. (BY MR. KINGSTON) That's all right.			
17	steps?	17	A. Can you repeat the question?			
18	A. So I'm aware that we did a search and	18	Q. No, no, it's okay. I'm just trying			
19	found roughly 200 customers that complained about	19	to avoid plowing new ground, I want to make sure I			
20	Windstream's, or I'm sorry, Spectrum's false and	20	understand sort of what we're talking about.			
21	misleading advertising and in that search we didn't	21	So there was a search conducted in			
22	uncover any customer that called in with concerns	22	March and April that generated some 200 audio			
23	of bankruptcy.	23	recordings wherein customers discussed the Spectrum			
24	Q. So the second step would be a review	24	advertising, is that right?			
25	of the 200 some odd transcripts that have been	25	A. That's my understanding. I'm			
			5 120			
_	Page 131		Page 132			
	familiar with that, yes.	1	that resulted in the number of customers.			
	2 Q. So the results of that search were	2				
			Q. You've seen the results of the			
	3 reviewed as part of Windstream's effort to identify	3	search.			
	4 customers that had expressed a concern about the	3 4	search. A. The number. I'm familiar with the			
	customers that had expressed a concern about theChapter 11 bankruptcy, is that right?	3 4 5	search. A. The number. I'm familiar with the number.			
	 customers that had expressed a concern about the Chapter 11 bankruptcy, is that right? A. Repeat the question. 	3 4 5 6	search. A. The number. I'm familiar with the number. Q. You're familiar with the number of			
	 customers that had expressed a concern about the Chapter 11 bankruptcy, is that right? A. Repeat the question. Q. Sure. I'll just call that search the 	3 4 5 6 7	search. A. The number. I'm familiar with the number. Q. You're familiar with the number of customers that were identified in the search.			
	 customers that had expressed a concern about the Chapter 11 bankruptcy, is that right? A. Repeat the question. Q. Sure. I'll just call that search the Spectrum search, will you understand what I'm 	3 4 5 6 7 8	search. A. The number. I'm familiar with the number. Q. You're familiar with the number of customers that were identified in the search. A. Yes, sir.			
	 customers that had expressed a concern about the Chapter 11 bankruptcy, is that right? A. Repeat the question. Q. Sure. I'll just call that search the Spectrum search, will you understand what I'm talking about? 	3 4 5 6 7 8	search. A. The number. I'm familiar with the number. Q. You're familiar with the number of customers that were identified in the search. A. Yes, sir. Q. Did you talk to somebody about how			
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Page 133 Page 134 And when you reviewed the output of 1 upon filing and, you know, as an employee and a 2 that search you didn't identify any customers that 2 senior person I'm not aware of any customers that 3 3 expressed concern about Windstream's bankruptcy. called in concerned with our Chapter 11 filing. 4 A. That's correct. And I'm not aware of That was consistent with my colleagues. 4 5 Q. What was consistent with your any. 6 Q. So other than reviewing the results 6 colleagues? 7 7 A. That it was not creating call volume of that search and sort of searching your own 8 8 memory banks what has Windstream done to identify or creating concern among our customers. 9 Q. Your colleagues at Windstream told 9 customers that have expressed concerns regarding 10 you that the Windstream notice of bankruptcy wasn't Windstream's Chapter 11 bankruptcy filing? 10 11 A. I'm not aware of any further actions. 11 creating an increase in call volume? 12 I will share that things --A. That's correct. Paul Strickland's 12 13 organization, and I have personal knowledge as far 13 Q. Well. A. Go ahead. 14 as managing the inside call center. 14 15 Take a look at Mr. Thomas's letter, 15 MR ROSS: He's allowed to finish 16 Exhibit 7. Do you see that, sir? 16 that answer. 17 A. Yes. 17 Go ahead. 18 Third line where Mr. Thomas Q. 18 A. So we're pretty responsive when 19 indicates, if you have any questions you should 19 topics come up with respect to customers calling in 20 visit www.KCCLLCnetwindstream or call 877-709-4747 20 and I think, you know, case in point was the 21 told free. 21 misleading advertisements causing confusion among 2.2 Do you see that, sir? 22 customers as to whether or not Spectrum was, you 23 Yes. A. 23 know, buying us out or going out of business and 24 Is that 877 number a Windstream Q. 24 that quickly raised awareness. We were 25 number? 25 hypersensitive to our customers and our partners Page 136 Page 135 1 You mean does the call route to a 1 Q. Yes, sir. 2 Windstream call center? 2 MR. ROSS: Could have. Calls for 3 Yes, sir. 3 speculation. 4 4 I'm not sure. I haven't called that. I object, speculative answer. 5 5 Do you know if any customers called I'm not instructing you, you can go 6 that number with questions in response to Mr. 6 ahead and answer. 7 7 A. I think any number of customers could Thomas's letter? 8 8 A. I'm not personally aware of the have called. I don't know if any did. I'm unaware 9 9 number of customers that called that number. of any customers calling with concerns about our 10 In preparing to testify about 10 bankruptcy. 11 Windstream customers that it knows have expressed 11 Q. Do you know whether more than 200 12 concern regarding Windstream's Chapter 11 12 customers called the number given by Mr. Thomas in 13 bankruptcy did you take any steps to identify the 13 the middle of his letter? 14 14 number of calls to that number on Mr. Thomas's MR. ROSS: He just said he's not 15 letter? 15 aware of any. How can he tell you whether 200 16 16 A. No. called? 17 And so as far as you are aware zero 17 Q. (BY MR. KINGSTON) You can answer. 18 customers could have called that number in response 18 MR. ROSS: Objection, speculative, 19 to Mr. Thomas's letter? 19 lacks foundation. 20 20 Could have? A. I'm not aware of the number of 21 21 MR. ROSS: Are you asking him to customers that called or may have called. 22 22 speculate? (BY MR. KINGSTON) Are there any 23 23 Q. (BY MR. KINGSTON) As far as you're documents or other materials that Kurtzman has 2.4 aware personally. 24 related to its work for Windstream that Windstream 25 Could have called? 25 isn't entitled to?

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	Page 137		Page 138
1	MR. ROSS: Where's that topic on	1	I'm going to instruct the witness not to answer.
2	here?	2	Q. (BY MR. KINGSTON) Are you going to
3	MR. KINGSTON: It relates to topic 5.	3	follow counsel's instruction?
4	MR. ROSS: I don't see any possible	4	A. Yes.
5	way that could relate to topic number 5.	5	Q. Did you ask anybody at KCC if the
6	Q. (BY MR. KINGSTON) Are there topics,	6	Windstream customers that called the KCC number
7	excuse me, is there any information that Kurtzman	7	provided by Mr. Thomas expressed concerns regarding
8	is entitled to excuse me, do you mind if I start	8	Windstream's Chapter 11 bankruptcy filing?
9	that over, sir?	9	MR. ROSS: Can you read that one back
10	A. Please.	10	please? I missed the very beginning.
11	Q. (BY MR. KINGSTON) Are you aware of	11	(Whereupon, the reporter read from the record)
12	any information or documents that KCC is in	12	MR. ROSS: You said did you. Are you
13	possession of that Windstream is not entitled to?	13	asking him personally did he do that?
14	MR. ROSS: Object, that is not one of	14	MR. KINGSTON: Yes.
15	the topics noticed for deposition, I'm going to	15	MR. ROSS: You can answer.
16	instruct the witness not to answer that question.	16	A. No, I did not.
17	Q. (BY MR. KINGSTON) Are you going to	17	Q. (BY MR. KINGSTON) In preparing to
18	follow your counsel's instruction?	18	testify on behalf of the company did Windstream
19	A. Yes, sir.	19	inquire with KCC as to the number of customers that
20	Q. As far as you know if it's something	20	called the KCC phone number provided by Mr. Thomas
21	that KCC has and it relates to Windstream's	21	in Exhibit 7?
22	bankruptcy that's something that Windstream should	22	A. I'm not aware.
23	be entitled to have.	23	Q. Were the results of any conversation
24	MR. ROSS: Objection, that's not one	24	between somebody at Windstream and somebody at KCC
25	of the topics that's been noticed for deposition,	25	related to the number of customers who called the
	7 120		
	Page 139		Page 140
	Page 139		Page 140
1	phone number provided by Mr. Thomas in Exhibit 7	1	know how he feels about this.
2	phone number provided by Mr. Thomas in Exhibit 7 ever shared with you while you were preparing to	2	know how he feels about this. You're instructed not to answer the
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Page 141 Page 142 1 sentence, I read that to say accordingly, to the 1 MR. ROSS: Now that's incorrect, 2 2 that's not what he just testified to. You just extent there is any uncertainty created by the 3 3 debtor's Chapter 11 filing, it is entirely misstated his testimony I think deliberately. 4 Q. (BY MR. KINGSTON) Explain to me what 4 manufactured by Charter. 5 Have I read that correctly? 5 I got wrong. 6 Yes. 6 MR. ROSS: Read the question back and A. 7 7 O. And is it a true statement that any it will be obvious. 8 8 MR. KINGSTON: That's okay, I'll take uncertainty created by the debtor's Chapter 11 9 filing has been entirely manufactured by Charter? 9 another run at it. 10 10 Q. (BY MR. KINGSTON) Windstream's view A. Repeat the question please. 11 Is it a true statement that any 11 is that there is no uncertainty created by its 12 12 Chapter 11 filing except that which was uncertainty created by the debtor's Chapter 11 manufactured by Charter's March 2019 advertising, 13 13 filing has been entirely manufactured by Charter? 14 A. I believe the only uncertainty that 14 is that a fair statement, sir? 15 I'm aware of is being created by the false and 15 A. I would say that the uncertainty that 16 we have seen in the marketplace from our customers 16 misleading advertisements when customers have 17 called in confused as to what they received at 17 was created by the advertising that Charter sent 18 out. Those are the calls that we have documented. 18 home. So that's the extent of what I know about 19 19 that I have heard, that I've read transcripts of uncertainty created. 20 So Charter sent advertising in March 20 that created uncertainty in the marketplace with 21 21 our customers. They called in thinking that we of 2019? were going out of business, that we were going to 22 A. 22 Yes. 23 After that advertising there was 23 be acquired by Spectrum, afraid to pay their bill 24 uncertainty created by debtor's Chapter 11 filing, 24 in some cases and so that's the uncertainty that 25 25 I'm aware of. Page 143 Page 144 1 taken to identify customers that it believes 1 Q. There's no other uncertainty created 2 by debtor's Chapter 11 filing beyond that which 2 switched to Charter? 3 you've just described. 3 A. So that's pretty broad. 4 4 A. As it relates to customers that's the Q. Let me try to narrow it. 5 5 uncertainty that I'm aware of. Windstream contends that customers 6 Q. My question is -- let me direct your 6 have switched from Windstream to Charter since 7 attention to Windstream's assertion at the end of 7 March of 2019. Yes? 8 8 Paragraph 3. Was there any uncertainty created by A. Yes. 9 the fact that debtor filed Chapter 11? 9 Tell me how Windstream goes about 10 MR. ROSS: He's now answered that 10 identifying those customers. 11 11 three times in three different ways. I mean just A. So in some cases customers will tell 12 because you don't like the answer doesn't entitle 12 us and in those cases the representatives are 13 13 you to keep asking the question. supposed to notate that. That's certainly one way, 14 14 Q. (BY MR. KINGSTON) You can answer. and that's qualitative nature. 15 A. I haven't seen any uncertainty in the 15 Q. If I call Windstream --16 marketplace from the Chapter 11 filing. It has 16 MR. ROSS: You're interrupting him in 17 been business as usual and frankly we continued on 17 the middle of an answer John. 18 18 our growth trajectory until the false and Q. (BY MR. KINGSTON) I beg your pardon, 19 misleading advertisements came from Charter in mid 19 I didn't realize you weren't finished. Go ahead. 20 March and from April on to the end of July is when 20 A. I think a very conclusive way is when 21 21 we had a spike in customer disconnects. So I a customer ports their number out of Windstream to 22 hadn't seen or heard about uncertainty in the 22 Spectrum we know that definitively, and so there's 23 marketplace created by our Chapter 11 filing. I 23 a, that's a very quantitative data driven way that 24 just haven't seen any banter around that. 24 has to be reported. So those are, you know, two 25 25 Q. How did, what steps has Windstream areas that we document. A third would be is kind

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1 of referencing back our daily, you know, subscriber 2 additions versus disconnects and we know by

- 3 exchange, when I say the term exchange, geography
- 4 or wire center that customers are served in how
- 5 many customers leave us on a daily basis and so we
- 6 can connect the dots and look for trajectory
- 7 changes and make some assessments on market share
- 8 and whether or not customers are going to Spectrum,
- 9 you know, that way, by deducing. You know, we
- 10 monitor, you know, market share reports and
- 11 competitive assessments to see what has changed 12 over time. And so those are kind of internal
- 13
- analytics if you will. I would say those are the 14 kind of key areas that we, you know, validate or
- 15 ascertain of customers, where they're going.
 - Q. So sort of the three avenues by which Windstream would identify customers that switched to Charter would be records of people actually talking to customers.
 - A. They tell us.

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- Q. A purported customer list and then analytics that you discussed with Mr. Brannon?
- 23 A. Yeah. It's kind of a whole work 24 effort around analytics from both internal sources 25 and external sources.

- Page 146
- What are the external sources?
- A. I look at what's reported by company
- 3 as far as what their gains and losses are on a
- 4 quarterly basis for publicly traded companies and
- 5 ascertain based on what your own metrics are, how 6 well they're doing in the marketplace, where their
- 7 customers are going and it's certainly not
- 8 exclusive to Spectrum, it's any number of
- 9 competitors. I'd say the most straightforward is
- 10 by far the ports, right, and the second is, is what
- 11 customers say. And I will say that a lot of
- 12 customers don't say a thing, they're not required
- 13 to. They're not required to share why or where
- 14 they're going and a lot of customers and my
- 15 experience has been they'll just say I'm moving,
- 16 you know, even if they're switching competitors. 17
 - So the most conclusive would be the reports.
 - Q. Your experience is that customers will lie and say they are moving when they're just switching to another carrier?
- 21 A. I would say they're avoidant, some, 22 but not all customers tell us why. And a lot of
- 23 times it's after the fact anyhow, a lot of
- 24 customers will make sure they have, they've already 25
 - moved prior to disconnect, so. And they'll say

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- moving, not a geographical move but they just move companies. It can vary.
- Q. So is there a way to tell when a customer calls a customer care employee that he or she is canceling because she is moving?
- A. No. I mean not unless it would be to move within our same geography and share the new address with us so that we could establish new service then we would know about that, but typically not.
- Q. So your experience that a customer would lie and say they're moving when they're simply switching carriers, where did you gain that experience?
- A. First, for the record I'm not saying they lie, I say they're moving and sometimes they'll be moving carriers or they'll just not say a thing. I think the point there is customers are not required to disclose what they're doing. All they have to do is tell us that they no longer want the service.
- Q. Okay. Your experience that customers would indicate they are moving physical locations when in fact they're just moving between carriers comes from where?

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- A. I've been in subscription based businesses my entire career, wireless, security and now broadband. My experience has been, is that customers sometimes don't want to upset the company and they'll just avoid the question.
 - Q. So as far as the data point where customers actually say I'm switching to Charter your belief is reliance exclusively on that data point would be, would tend to understate the number of switch customers because customers may be less than candid about the reason for their switch, or disconnection.
 - A. Disconnect. Yes. That's my experience. And that's across all subscription based businesses.
 - Q. Can you tell from a ported customer list why any particular customer is porting his or her number?
 - A. I'm not familiar with any reason on just a port list as to why the customer ported. I don't know if there are reason codes in there and a customer has self identified, but as far as a port request is concerned there doesn't need to be any information for that to happen. I'm not aware if you try to collect that or not, to be honest.

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1	Q. Does Windstream offer, does	1	customer has ported their number.
2	Windstream offer mobile telephone service?	2	Q. Say that to me again.
3	A. No. Windstream does not often mobile	3	A. So a customer does not need to notify
4	telephone service.	4	us that, when they want to port their number. It's
5	-	5	a customary thing, we have to port their number to
	Q. So as far as the ported telephone	6	wherever the new company is that they switch to.
6	list that would be customers who were moving their	7	
7	land line number away from Windstream?		MR. KINGSTON: Actually now is a good
8	A. Yes.	8	stopping point. We can go off now.
9	Q. Do you know, would the ported	9	VIDEOGRAPHER: It's 2:17. We're
10	customer list, is that just land line to land line	10	going off the record at the end of our third media.
11	or would it be also land line to mobile?	11	(WHEREUPON, A RECESS WAS TAKEN BY THE PARTIES)
12	A. I think a port is a port, you're	12	VIDEOGRAPHER: It's 2:33 and we're
13	going beyond my expertise on that but I believe a	13	back on the record at the beginning of our fourth
14	port is a port.	14	media.
15	Q. One of the reasons a number might be	15	Q. (BY MR. KINGSTON) So is Kinetic
16	ported is because a customer is giving up the land	16	Internet offered through exchanges?
17	line and simply moving to a mobile phone.	17	A. Say that one again.
18	A. Yes. I'm not sure if you can take a	18	Q. Tell me, exchanges have some function
19	land line number for a mobile device or not. I	19	in Windstream providing the service that it
20	don't know.	20	provides?
21	Q. You don't know whether or not the	21	A. Yes.
22	ported number list would reflect land line moving	22	Q. Tell me about that.
23	to mobile phones?	23	A. So typically we speak in the terms of
24	A. I'm not familiar with that. I do	24	exchanges as a central office. So it's another
25	know that we do not need to be notified that a	25	term would be wire center, kind of an old telephone
		23	term would be wife center, kind of an old telephone
	Page 151		Page 152
1	company terminology. So customers would be	1	A. Yes, sir, I believe that's a fair
2	serviced out of a central office or a wire center	2	characterization.
3	or exchange and so it's one of the smallest common	3	Q. And is Windstream given its telephone
4	denominator and so there's thousands of these wire	4	company roots subject to regulatory requirements
5	centers, these exchanges.	5	that its competitors in the cable industry aren't
6	Q. So once upon a time when your long	6	subject to?
7	distance phone company was a different company from	7	A. So that's kind of outside my scope.
8	your local phone company, you have a central office	8	MR. ROSS: Is it a legal question,
9	which would be sometimes called an exchange, that	9	you're not a lawyer.
10	would be sort of your local calling area and the	10	Q. (BY MR. KINGSTON) If you don't know
11	long distance would be a different company that	11	the answer's fine. You don't have to know.
12	would run in connection with those exchanges?	12	A. I don't know.
13	A. Yeah. I know, unfortunately I	13	Q. All right. So certain exchanges
14	remember that.	14	offer Windstream Internet service.
15	Q. And so Windstream's market is tracked	15	A. To the best of my knowledge all of
16	in terms of those sort of holdover, those exchanges	16	our exchanges we offer broadband service. It
17	from the land line days?	17	emanates from a central office which we'll call an
18	A. That's right. It's a legacy type of	18	exchange.
19	reporting. You know, most of the business now has	19	Q. And is Kinetic TV available on all
20	evolved to broadband, right, but how we serve	20	exchanges?
	customers is still fundamentally the same, those	21	A. No, it's not.
21		21	
21	central offices		Q. What percentage of, roughly, of
22	central offices.	22	Windstraam's footmint is Vinstia TV!1-1-1- ! 0
22 23	Q. Windstream is at its root a telephone	23	Windstream's footprint is Kinetic TV available in?
22 23 24	Q. Windstream is at its root a telephone company and so it sort of customer footprint is	24	A. We have that answer, I don't have
22 23	Q. Windstream is at its root a telephone		-

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	Page 153		Page 154
1	Q. Less than half?	1	Do you read Exhibit 11 the same way that I do?
2	A. Much less than half.	2	A. Yes, sir, I do.
3	MR. ROSS: I'll ask somebody right	3	Q. And then if you look at the page four
4	now.	4	pages from the very back page labeled WIN2584.
5	(MARKED DEFENDANT'S EXHIBIT NO. 11)	5	A. Yes, sir.
6	Q. (BY MR. KINGSTON) Mr. Auman, I'm	6	Q. Looks like that page hasn't been
7	handing you Exhibit 11 which for the record is a	7	blacked out entirely but has had almost everything
8	multi-page document labeled WIN2536 through	8	on it blacked out. Can you tell me what I'm
9	WIN2587.	9	•
			looking at on Page 2584?
10	A. Thank you.	10	A. I can see it. I haven't seen this
11	MR. ROSS: I'm sorry, what number did	11	format previously but I recognize the vernacular in
12	we give this?	12	the vertical column to the left.
13	MR. KINGSTON: 11.	13	Q. Maybe the easiest thing to do, why
14	Q. (BY MR. KINGSTON) Mr. Auman, do you	14	don't we walk through that column and you tell me
15	recognize Exhibit 11?	15	what all that stuff means. So what's a PFL?
16	A. No, sir.	16	A. I don't know.
17	Q. Have you ever soon a report of this	17	Q. Do you know what merge is referring
18	format before?	18	to?
19	A. One with all blank pages?	19	A. I don't. I haven't seen this
20	Q. Well, I recognize yes, I guess	20	particular format honestly.
21	what looks to be sort of a table of contents on	21	Q. Okay. Tell me generally what the
22	Page 1 of Exhibit 11, do you see that, sir?	22	other, are there terms in that left-hand column on
23	A. Yes, sir.	23	Page 2584 that you do recognize?
24	Q. And then it looks like almost every	24	A. Yes. I mean the vernacular of gross
25	single page after that is, has been blacked out.	25	adds would be new customer acquisitions that have
	Daga 1FF		
	Page 155		Page 156
1		1	
1	installed the service. Disconnects would be a	1	covered populations in a new territory, so
2	installed the service. Disconnects would be a customer defection or termination. We typically	2	covered populations in a new territory, so households would be kind of a security or cable or
2	installed the service. Disconnects would be a customer defection or termination. We typically use the word bundle to refer to a customer has	2 3	covered populations in a new territory, so households would be kind of a security or cable or telephone type of category.
2 3 4	installed the service. Disconnects would be a customer defection or termination. We typically use the word bundle to refer to a customer has multiple services with us, so maybe a voice and	2 3 4	covered populations in a new territory, so households would be kind of a security or cable or telephone type of category. Q. Okay. Bundle penetration?
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	installed the service. Disconnects would be a customer defection or termination. We typically use the word bundle to refer to a customer has multiple services with us, so maybe a voice and Internet customer. Bundle kind of originated within cable so it's a cable category, so we have multiple services that's a bundle, any time there's a discount associated with a bundle. Households, looks like kind of a households past or household covered, kind of like what's your market opportunity, typically speaking households, common term. Q. I'm sorry to interrupt you. You used the phrase past households as well, or households past? A. I don't. I don't think that's a particularly effective term but people do, talk about what your serviceable area is I'm familiar with that. Q. What does the past, there's been a build out such that you could provide service to those households if they were so inclined to purchase your service? A. That's exactly what it is. In	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	covered populations in a new territory, so households would be kind of a security or cable or telephone type of category. Q. Okay. Bundle penetration? A. Same thing. Percentage of customer base that is actually in a bundle versus stand alone service. So, you know, you don't have Internet services so that's, if you had, if your customer base of 100, you know, nine out of 10 had more than one service with you you have 90 percent bundle penetration. Q. What's HSI penetration? A. Typically called high speed Internet, so whatever you designate, there's no technical designation of what high speed Internet is, it kind of evolves, at one time it was five meg, it's 200 meg now so internally it's got like a gap term. Q. Got you. Everything about voice lines is traditional telephone line service or voiceover IP, we provide pot services still. The same would hold true under voice lines here, you know, gross add, customers you added, ones you disconnected, we categorize disconnects as voluntary, in other words a customer decides to

Page 157 Page 158 1 providers. A non pay would be either protest pay 1 A. Yes. and we disconnect them or they can't pay for 2 2 Q. Can you explain those numbers to me, 3 whatever reason. 3 sir? 4 4 Q. So is a non pay disconnect called a A. So I, you know, I haven't seen this 5 voluntary disconnect? 5 report before so I don't know what it's referencing 6 A. Yes. They didn't have a choice, 6 or the calculation around this, but in the way that 7 7 right. we talk about churn we typically talk about the 8 8 Q. So in looking at these terms as you number of customers that leave us as a percentage 9 understand them as far as who's the voluntary and 9 of our base on a monthly basis. And there's 10 10 who's the involuntary is it, that's from the nuances into that calculation, that's not my role customer's perspective, they voluntarily left us 11 11 but there's some puts and takes as to how you get 12 12 to that calculation too. There's different ways to with, they left us involuntarily? 13 A. Yeah. I think it would be from both 13 calculate the churn, there's early life churn, 14 perspectives, a customer, involuntary means --14 there's a certain number of months a customer has 15 Q. You don't have a choice. 15 to stay with you to get into that category. But at 16 Right. You finally have to, we're 16 the end of the day it's the number of customers 17 losing our shirt, we got to cut them off. And then 17 that leave you relative to your existing customer 18 churn, churn would be a calculation, generally it 18 base or your customer base plus the additions less 19 19 also is not a gap term so churn is a percentage of the defections. 20 your customer base that would typically leave you 20 So is the information displayed on 21 Page 2584 of Exhibit 11 consistent with the on a monthly basis but you can define change many 21 22 different ways. 22 information that you had obtained in your periodic 23 Q. And there are actually are churn 23 reports from Mr. Brannon's group? 24 numbers on, if you look at the bottom right-hand 24 So, I mean we absolutely look at 25 corner on Page 2584. 25 churn and consumer churn. I don't know what this Page 159 Page 160 1 a weekly and sometimes daily basis. 1 calculation is so I can't say definitively yes or 2 A. I think that's fair. I certainly do, 2 no, but, if it's the same. But as far as churn and 3 a percentage and what it means I have no reason to 3 again, I don't know what all of this, I don't know, 4 4 I'm not familiar, this is not a report I look at on believe that this would be similar in nature. You 5 5 a daily basis, this is not a report that I know, this looks like it's a year to date number in 6 February. I don't know though, like that number, 2 6 reference that Brad sends around, this seems like a 7 7 roll up. dot 06 percent does not ring a bell from what this, 8 8 this says December 8, 2018. So yeah. This looks Q. Okay. You can put that aside, sir. 9 9 like it will have been at the end of December, (MARKED DEFENDANT'S EXHIBIT NO. 12) 10 2018. Which would imply year to date, last year 10 Q. (BY MR. KINGSTON) Mr. Auman, I've would probably be 2017 but I don't know the 11 handed you Exhibit 12. Exhibit 12 is a two page 11 12 12 geographies on this one. document, looks to be a screenshot of a Windstream 13 website captioned Is Kinetic TV Available In My 13 Q. I guess is the information down on 14 14 the left-hand side, those are sort of the Area? 15 Do you recognize Exhibit 12, sir? 15 performance analytics? 16 A. Yes, absolutely. And then talk about 16 17 kind of a monthly report it's, you know, these are 17 Q. And as far as you know is that an 18 the things that we're looking at as far as 18 accurate depiction of the cities across Kentucky, 19 performance analytics. 19 Nebraska, North Carolina and Texas where Kinetic TV 20 is available? 20 Q. Do you track those on a weekly basis? 21 We track these a lot of times on a 21 A. When was this taken, 9/6? 22 22 daily basis. Q. Yes, sir. 23 Q. So the sort of performance analytics 23 A. Yes. I think some of these cities we that were reflected down this left side of WIN2584 24 24 might have kind of a projection of when it's going 25 25 reflect information that Windstream would track on to launch, but these are the general areas that

Page 161 Page 162 1 it's available. We have, I believe we also, what's 1 Q. The mother ship, it just surprised me 2 2 a little bit the mother ship doesn't have access to not reflected here is Georgia. 3 3 We also had a legacy cable TV the Kinetic TV. Is there a reason why Kinetic TV 4 4 is not available in Arkansas? television service that were migrating customers 5 over to the Kinetic TV. So that would be largely 5 A. Yes. 6 in Georgia. 6 O. What's that reason? 7 7 O. So at some point Windstream acquired It's not profitable for us. So we 8 8 a cable TV service in Georgia and it is in the offer it in some markets and not others and there's 9 process of migrating those customers over to 9 a certain, there's requirements around it, there's 10 10 Kinetic TV? license that is required. So there's a lot of reasons. I don't know that the specific reason is 11 A. Yes. 11 12 12 Q. And so the Kinetic TV isn't that it's not a very profitable product for us, 13 13 necessarily available throughout the cities listed but. We don't have a whole lot of coverage in 14 14 on Exhibit 12 but it may be available in certain Arkansas either from a geography that we would be 15 households within those cities or any for lack of a 15 offering a Kinetic brand, if that makes sense. 16 better phrase be coming soon to some of those 16 Arkansas is a pretty small footprint for us, even 17 cities, is that fair? 17 though the company headquartered there, also our 18 18 A. That's fair. It's kind of real time Windstream Enterprises is a national player, so. 19 19 Q. Okay. Did Windstream track any of so it's changing all the time. 20 And so Windstream will update its 20 the news articles related to its bankruptcy in 21 website as Kinetic TV becomes available in new 21 February and March of 2019? 22 cities? 22 A. So what do you mean track? 23 23 When Windstream entered bankruptcy it A. Yes. 24 No Kinetic TV in Arkansas? 24 was reported in the news. Yes? Q. 25 A. No. 25 Yes. Page 163 Page 164 1 Facebook and primarily, and Twitter accounts. Q. And did Windstream monitor any of the 1 2 2 news reports related to its bankruptcy? Q. So there's a group on Paul 3 A. I'm not aware if we did any 3 Strickland's team that is focused exclusively on 4 4 monitoring. My team did not. What we did do is we monitoring Facebook and Twitter accounts? 5 5 monitored social media pretty extensively for A. That's correct. Mostly Facebook, 6 comments, questions, things of that nature and we 6 that's where most of our, you know, posts and blogs 7 didn't see any spike or any material activity in 7 and messages, any type of social presence. It's a 8 8 new, you know, it's a very effective means for 9 9 Q. So was that social media -- I spoke customers to be heard. And frankly it's a great 10 over you, I apologize. 10 real time mechanism to keep your pulse on the 11 A. Very similar that we continue to see 11 business. 12 spikes in call volume to our call centers. You 12 O. So Windstream understands the way 13 know, that's one thing we do extremely well, we 13 folks pay quite a bit of attention on monitoring 14 14 stay on top of what our customers are telling us the, monitoring social media to track customer 15 real time because we have managers that are in 15 concerns? 16 small groups with our customer care and sales 16 A. Yes, sir. 17 representative and when there's an issue frankly it 17 Q. And who in Mr. Strickland's group 18 18 would be at the top of the social media monitoring shows up on that, you know, on the sales and care 19 19 call that you saw. That's kind of like our real group? 20 time hot issues list and so we do monitor, you 20 A. Paul's got that one squarely on his 21 know, social and calls into our care. 21 shoulders. 22 22 Q. So the social media monitoring, how Q. Mr. Strickland? 23 23 A. Yes. There's a woman within his is that reported and tracked? 24 A. We have a group within Paul 24 organization that's her primarily responsibility, 25 Strickland's team that does nothing but monitor 25 Andrea Curtis I think is her last name, but.

Page 166 Page 165 1 Q. And did, does this group generate 1 the way, you get a lot of competitive intelligence 2 internal reports within Windstream? 2 there as well. Customers sometimes like to, 3 3 Yes. Yeah. sometimes they like to tell you where they're 4 4 O. So how frequently does that happen? going, they like to announce. 5 5 Sure. And so does this boil down in A. The ones that I get brought in, so 6 I'm not sure how frequently she sends reports, it 6 some sort of presentation, will there be kind of a 7 7 may be at a granular level more frequently, what I PowerPoint, is that what people are putting on 8 8 their Facebook and Twitter and that kind of thing? see typically is you have a monthly readout, it 9 seems like it's every week but it's technically 9 A. Yes. 10 10 every month, it's just that long of a session and Q. And does she track, or did the group 11 we'll go through, we'll go through as a leadership 11 track metrics such as this is how many times 12 team what's going on and she'll consolidate issues 12 somebody mentioned Windstream and Internet on 13 into kind of actual things, and frankly that's 13 Facebook, that kind of thing? 14 14 where we just saw the customer confusion arise from A. I haven't seen that, but she's pretty thorough in her work. 15 the Spectrum advertisement. It showed up there 15 16 16 very quickly. MR. KINGSTON: I pass the witness. 17 Q. And these, so do these reports, 17 MR. ROSS: Do you have any questions? 18 there's an e-mail and it sends you to a link or is MS. GREER: I don't have any 18 19 19 there a document attached or how does that work? questions. 20 Typically for me it's a, kind of a 20 MR. ROSS: We don't have any 21 meeting, presentation. We could, we certainly can, 21 questions. 22 22 I'm not aware of any, you know, like url where we I'll get you some information, I'm 23 keep it, she may, but. We have a, she consolidates 23 just going to have to send it to you. 24 that into similar content and tries to make it 24 MR. KINGSTON: That's fine. 25 accessible so we can do something with it. And by 25 MR. ROSS: Witness reserves the right Page 167 Page 168 1 REPORTER CERTIFICATE 1 to review and sign the transcript of the 2 2 deposition. 3 VIDEOGRAPHER: All right. Then we're 3 I, SUZANNE BENOIST, Certified Shorthand 4 4 going offer the record. It is 3 o'clock p.m. This Reporter, do hereby certify that there came before 5 5 me at the law firm of Thompson Coburn, One US Bank concludes today's testimony given by the corporate 6 rep of Windstream Holdings, Incorporated, Jeffery 6 Plaza, St. Louis, MO 63101, the above-referenced 7 Auman. The total number of media units used was 7 parties, that the proceeding was translated and 8 8 four and will be retained by Veritext Legal proofread using computer-aided transcription, and 9 9 Solutions. the above transcript of proceedings is a true and 10 10 accurate transcript of my notes as taken at the 11 time of said event. 11 12 12 I further certify that I am neither 13 13 attorney nor counsel for nor related nor employed 14 14 by any of the parties to the action in which this 15 examination is taken; further, that I am not a 15 16 16 relative or employee of any attorney or counsel 17 17 employed by the parties hereto or financially 18 18 interested in this action. 19 19 Dated this 4th day of October, 2019. 20 20 21 21 <%15322,Signature%> 22 Ms. Suzanne Benoist, RPR, CCR-MO, 2.2 23 23 CCR-KS, CSR-IL 24 24 25 25

19-08246-rdd Doc 343-41 Filed 05/13/21 Entered 05/13/21 18:51:01 Item No. 261 Pg 44 of 44

Veritext Legal Solutions	1 DEPOSITION REVIEW
1100 Superior Ave Suite 1820	CERTIFICATION OF WITNESS
Cleveland, Ohio 44114	ASSIGNMENT REFERENCE NO: 3561325
Phone: 216-523-1313	Windstream Holdings, Inc. v. Charter Communications, Inc. DATE OF DEPOSITION: 9/25/2019
October 4, 2019	4 WITNESS' NAME: Jeffrey Auman 5 In accordance with the Rules of Civil
To: TERENCE P. ROSS	Procedure, I have read the entire transcript of my testimony or it has been read to me.
Case Name: Windstream Holdings, Inc., et al. v. Charter Communications, Inc., et al.	7 I have made no changes to the testimony as transcribed by the court reporter.
Veritext Reference Number: 3561325	8
Witness: Jeffrey Auman Deposition Date: 9/25/2019	9 Date Jeffrey Auman 10 Sworn to and subscribed before me, a
Dear Sir/Madam:	Notary Public in and for the State and County, 11 the referenced witness did personally appear
Enclosed please find a deposition transcript. Please have the witness	and acknowledge that:
review the transcript and note any changes or corrections on the	They have read the transcript; 13 They signed the foregoing Sworn
included errata sheet, indicating the page, line number, change, and	Statement; and 14 Their execution of this Statement is of
the reason for the change. Have the witness' signature notarized and	their free act and deed.
forward the completed page(s) back to us at the Production address shown	I have affixed my name and official seal
above, or email to production-midwest@veritext.com.	this day of, 20
If the errata is not returned within thirty days of your receipt of this letter, the reading and signing will be deemed waived.	18 Notary Public
Sincerely,	19 Commission Expiration Date
Production Department	20 21
NO NOTARY REQUIRED IN CA	22 23
	24 25
ASSIGNMENT REFERENCE NO: 3561325 Windstream Holdings, Inc. v. Charter Communications, Inc. DATE OF DEPOSITION: 9/25/2019 WITNESS' NAME: Jeffrey Auman In accordance with the Rules of Civil Procedure, I have read the entire transcript of my testimony or it has been read to me. I have listed my changes on the attached Errata Sheet, listing page and line numbers as well as the reason(s) for the change(s). I request that these changes be entered as part of the record of my testimony. I have executed the Errata Sheet, as well as this Certificate, and request and authorize that both be appended to the transcript of my testimony and be incorporated therein. Thate Jeffrey Auman Sworn to and subscribed before me, a Notary Public in and for the State and County, the referenced witness did personally appear and acknowledge that: They have read the transcript; They have listed all of their corrections in the appended Errata Sheet; They signed the foregoing Sworn Statement; and Their execution of this Statement is of their free act and deed. I have affixed my name and official seal	1 ERRATA SHEET
Notary Public	Notary Public
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25 Commission Expiration Date	25 Commission Expiration Date

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Proposed Counsel to the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:)) Chapter 11
WINDSTREAM HOLDINGS, INC., et al., 1) Case No. 19-22312 (RDD)
Debtors.) (Joint Administration Requested)

DEBTORS' MOTION OF FOR
ENTRY OF AN ORDER (I) AUTHORIZING
DEBTORS TO (A) PREPARE A LIST OF CREDITORS
IN LIEU OF SUBMITTING A FORMATTED MAILING
MATRIX AND (B) FILE A CONSOLIDATED LIST OF THE
50 LARGEST UNSECURED CREDITORS, (II) AUTHORIZING DEBTORS
TO REDACT CERTAIN PERSONAL IDENTIFICATION INFORMATION FOR
INDIVIDUAL CREDITORS, AND (III) APPROVING THE FORM AND MANNER OF
NOTIFYING CREDITORS OF COMMENCEMENT OF THESE CHAPTER 11 CASES

Windstream Holdings, Inc. and its debtor affiliates as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "<u>Debtors</u>") respectfully state the following in support of this motion (this "<u>Motion</u>"):

KE 59110761

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.

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Order"): (a) authorizing them to: (i) prepare a consolidated list of creditors in lieu of submitting separate mailing matrices for each debtor (the "Creditor Matrix"), (ii) file a consolidated list of the Debtors' 50 largest unsecured creditors, and (iii) mail initial notices through their Proposed Claims and Noticing Agent (as defined herein); (b) authorizing them to redact certain personal identification information for individual creditors; and (c) approving the form and manner of notifying creditors of commencement of these chapter 11 cases.

Jurisdiction and Venue

- 2. The United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the Southern District of New York, dated February 1, 2012. The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), to the entry of a final order by the Bankruptcy Court in connection with this Motion to the extent that it is later determined that the Bankruptcy Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.
 - 3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
- 4. The bases for the relief requested herein are sections 105(a), 342(a), and 521 of title 11 of the United States Code (the "Bankruptcy Code"), Bankruptcy Rules 1007(a)(1) and (d) and 2002(a) and (f), and Rules 1007-1 and 5075-1 of the Local Bankruptcy Rules for the Southern District of New York (the "Local Rules").

Background

- 5. The Debtors are a leading provider of advanced network communications and technology solutions for businesses across the United States. The Debtors also offer broadband, entertainment and security solutions to consumers and small businesses primarily in rural areas in 18 states. Additionally, the Debtors supply core transport solutions on a local and long-haul fiber network spanning approximately 150,000 miles. As of the date hereof, the Debtors had approximately 11,600 employees.
- 6. As set forth in greater detail 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 (the "First Day Declaration"), on February 15, 2019, the United States District Court for the Southern District of New York entered a Memorandum Decision and Order against Debtor Windstream Services, LLC after trial in the matter styled U.S. Bank National Association v. Windstream Services, Inc. v. Aurelius Capital Master, Ltd., Case No. 17-cv-7857 (JMF), that recognized an event of default under the Debtors' prepetition unsecured bond indentures, which in turn resulted in a cross-default under the Debtors' secured credit facilities and certain other material agreements. As of the date hereof, the Debtors are obligated for approximately \$5.6 billion in funded debt obligations. To avoid any precipitous action against the Debtors' assets that would have harmed the Debtors' businesses, the Debtors commenced these chapter 11 cases to obtain the protection of the automatic stay and preserve value for stakeholders enterprise wide.
- 7. On February 25, 2019 (the "<u>Petition Date</u>"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their business and manage their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. As of the date hereof, the Office of the United States Trustee for the

Southern District of New York (the "<u>U.S. Trustee</u>") has not appointed an official committee of unsecured creditors in these chapter 11 cases. Additional information regarding the Debtors' business, their capital structure, and the circumstances leading to these chapter 11 filings is contained in the First Day Declaration.

Basis for Relief

- 8. Section 521(a) of the Bankruptcy Code, Bankruptcy Rule 1007(a)(1), and Local Rule 1007-1(a) require a debtor in a voluntary chapter 11 case to file a list containing the name and complete address of each creditor. In addition, Bankruptcy Rule 1007(d) requires a debtor to file a list containing the name, address, and claim of the creditors holding the 20 largest unsecured claims against the debtor. Bankruptcy Rule 2002(a)(1) also provides that the clerk (or other person directed by the court) must give the debtor, the U.S. Trustee, all creditors, and any indenture trustee at least 21-days' notice by mail of the meeting of creditors under Section 341 of the Bankruptcy Code. Bankruptcy Rule 2002(f)(1) also provides that notice of "the order for relief" shall be sent by mail to all creditors.
- 9. The Debtors submit that permitting them to maintain a single consolidated list of creditors in lieu of filing a separate creditor matrix for each debtor entity is warranted under the circumstances of these chapter 11 cases. Specifically, maintaining a single consolidated list of creditors will benefit the Debtors and their estates by allowing the Debtors to more efficiently provide required notices to parties-in-interest and reduce the potential for duplicate mailings. Indeed, many of the Debtors' creditors overlap and thus, to the extent that the Debtors are required to maintain separate mailing matrices, a substantial number of parties likely would receive multiple copies of the same notice.
- 10. More specifically, there are 205 entities that are debtors in these chapter 11 cases. The Debtors estimate that there are hundreds of thousands of potential creditors and parties-in-

interest (on a consolidated basis) in these chapter 11 cases. As such, requiring the Debtors to comply with the matrix requirements would be an exceptionally burdensome task and would greatly increase the risk of error of information already on computer systems maintained by the Debtors or their agents.

- 11. Accordingly, the Debtors, working with the Proposed Claims and Noticing Agent (as defined below), have prepared a single, consolidated list of the Debtors' creditors in electronic format. To ensure that no parties-in-interest are prejudiced, the Debtors will make their consolidated list of creditors available in readable electronic format to any party in interest who so requests (or in non-electronic format at such requesting party's sole cost and expense). The Debtors therefore submit that the preparation and maintenance of a single consolidated creditor list is warranted under the facts and circumstances present in these chapter 11 cases.
- 12. Concurrently with the filing of this Motion, and in accordance with Local Rule 5075-1, the Debtors are seeking to retain Kurtzman Carson Consultants LLC as their notice and claims agent in these chapter 11 cases (the "Proposed Claims and Noticing Agent").² If this application is granted, the Proposed Claims and Noticing Agent will, among other things, assist with the consolidation of the Debtors' computer records into a creditor database and complete the mailing of notices to the parties in such database.
- 13. Specifically, the Debtors propose that the Proposed Claims and Noticing Agent undertake all mailings directed by the Bankruptcy Court or the U.S. Trustee, or that are required by section 342(a) of the Bankruptcy Code and Bankruptcy Rules 2002(a) and (f), including the

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The request to retain the Proposed Claims and Noticing Agent is made pursuant to Section 156(c) of title 28 of the United States Code, which empowers the Bankruptcy Court to use outside facilities or services pertaining to the provisions of notice of the administrative information to parties-in-interest so long as the costs of the services are paid for out of assets of the estate. See 28 U.S.C. § 156(c); see also Debtors' Application for Entry of an Order Appointing Kurtzman Carson Consultants LLC as the Claims and Noticing Agent, filed contemporaneously herewith.

notice of commencement of these chapter 11 cases, substantially in the form annexed as **Exhibit 1** to **Exhibit A** attached hereto (the "Notice of Commencement"). The Debtors believe that using the Proposed Claims and Noticing Agent to promptly provide notices to all applicable parties will maximize efficiency in administering these chapter 11 cases and will ease administrative burdens that would otherwise fall upon the Bankruptcy Court and the U.S. Trustee. Additionally, the Proposed Claims and Noticing Agent will assist the Debtors in preparing creditor lists and mailing initial notices. Accordingly, the Debtors believe maintaining electronic-format lists of creditors rather than preparing and filing separate creditor matrices for each debtor will not only maximize efficiency and accuracy, but also reduce costs.

I. Cause Exists To Authorize the Debtors To Prepare a List of Creditors in Lieu of Submitting a Formatted Mailing Matrix.

14. As stated above, unless a debtor's schedules of assets and liabilities are filed simultaneously with a chapter 11 petition, the Notice Rules require a debtor to file a list containing the name and address of each creditor. In addition, and as discussed below, Bankruptcy Rule 1007(d) requires a debtor to file a list containing the name, address, and claim of the creditors holding the 20 largest unsecured claims against the debtor. Further, Bankruptcy Rule 2002(a)(1) provides, in relevant part, that "the clerk, or some other person as the court may direct, shall give the debtor, the trustee, all creditors and indenture trustees at least 21-days' notice by mail of . . . the meeting of creditors under § 341 or § 1104(b) of the [Bankruptcy] Code. . . ." See Fed. R. Bankr. P. 2002(a)(1). Bankruptcy Rule 2002(f)(1) also provides that notice of "the order for relief" shall be sent by mail to all creditors. Local Rule 1007-1 directs a debtor to comply with any standing orders issued by the Bankruptcy Court regarding the filing of creditor lists. Pursuant to Local Rule 5075-1, a debtor filing a petition with more than 250 creditors, as is the case here, is

required to retain an approved claims and noticing agent pursuant to an order of the Bankruptcy Court.

- 15. Permitting the Debtors to maintain a consolidated list of their creditors in electronic format only, in lieu of filing a creditor matrix, is warranted under the circumstances of these cases. Indeed, because the Debtors have hundreds of thousands of potential creditors and other parties-in-interest, converting the Debtors' computerized information to a format compatible with the matrix requirements would be a burdensome task and would greatly increase the risk of error with respect to information on computer systems maintained by the Debtors or their agents. As such, the Debtors submit that the proposed maintenance of an electronic list of creditors under the auspices of the Proposed Claims and Noticing Agent is consistent with applicable Local Rules.
- 16. The Debtors, working together with the Proposed Claims and Noticing Agent, already have prepared a single, consolidated list of the Debtors' creditors in electronic format. The Debtors are prepared to make that list available in electronic form to any party in interest who so requests (or in non-electronic form at such requesting party's sole cost and expense) in lieu of submitting a mailing matrix to the Bankruptcy Court's clerk's office (the "Clerk of the Bankruptcy Court").
- 17. Courts in this jurisdiction have approved relief similar to the relief requested in this Motion with respect to preparation of a consolidated, electronic list of a debtor's creditors. *See, e.g., In re Aegean Marine Petrol. Network Inc.*, Case No. 18-13374 (MEW) (Bankr. S.D.N.Y. Dec. 8, 2018) (authorizing the debtors to prepare a list of creditors in lieu of submitting a formatted mailing matrix); *In re Nine West Holdings, Inc.*, Case No. 18-10947 (SCC) (Bankr. S.D.N.Y. Apr. 9, 2018) (same); *In re Cenveo Inc.*, Case No. 18-22178 (RDD) (Bankr. S.D.N.Y. Feb. 6, 2018) (same); *In re BCBG Max Azria Glob. Holdings, LLC*, Case No. 17-10466 (SCC) (Bankr.

S.D.N.Y. Mar. 3, 2017) (same); *In re Avaya Inc.*, Case No. 17-10089 (SMB) (Bankr. S.D.N.Y. Feb. 10, 2017) (same).³

II. Cause Exists To Authorize the Debtors to File a Single Consolidated List of the Debtors' 50 Largest Unsecured Creditors.

- 18. Bankruptcy Rule 1007(d) provides that a debtor shall file "a list containing the name, address, and claim of the creditors that hold the 20 largest unsecured claims, excluding insiders. . . ." See Fed. R. Bankr. P. 1007(d). Because certain of Debtors share many creditors and the Debtors operate as a single business enterprise, the Debtors request authority to file a single, consolidated list of their 50 largest general unsecured creditors.
- 19. Compiling separate top 20 creditor lists for each individual debtor would consume a substantial amount of the Debtors' time and resources. Further, the Debtors believe a single, consolidated list of their 50 largest unsecured, non-insider creditors will aid the U.S. Trustee in its efforts to communicate with these creditors. As such, the Debtors believe that filing a single consolidated list of the 50 largest unsecured creditors in these chapter 11 cases is appropriate.
- 20. Courts in this jurisdiction have approved relief similar to the relief requested in this motion with respect to filing a single consolidated list of the largest unsecured creditors of a debtor and its debtor affiliates. *See, e.g., In re Aegean Marine Petrol. Network Inc.*, Case No. 18-13374 (MEW) (Bankr. S.D.N.Y. Dec. 8, 2018) (authorizing the debtors to file a single consolidated list of the 50 largest unsecured creditors of the debtors); *In re Nine West Holdings, Inc.*, Case No. 18-10947 (SCC) (Bankr. S.D.N.Y. Apr. 9, 2018) (same); *In re Cenveo Inc.*, Case No. 18-22178 (RDD) (Bankr. S.D.N.Y. Feb. 6, 2018) (same); *In re BCBG Max Azria Glob. Holdings, LLC*, Case

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Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

No. 17-10466 (SCC) (Bankr. S.D.N.Y. Mar. 3, 2017) (same); *In re Avaya Inc.*, Case No. 17-10089 (SMB) (Bankr. S.D.N.Y. Feb. 10, 2017) (same).

III. Redaction of Certain Confidential Information.

- 21. Section 107(c)(1)(A) of the Bankruptcy Code provides that the court "for cause, may protect an individual, with respect to the following types of information to the extent the court finds that disclosure of such information would create undue risk of identity theft...[a]ny means of identification... contained in a paper filed, or to be filed in a case under" the Bankruptcy Code. See 11 U.S.C. § 107(c)(1)(A). The Debtors respectfully submit that cause exists to authorize the Debtors to redact address information of individual creditors—many of whom are the Debtors' employees—and interest holders from the Creditor Matrix because such information could be used to perpetrate identity theft. The Debtors propose to provide, under seal, an un-redacted version of the Creditor Matrix to the Bankruptcy Court, the U.S. Trustee, and any official committee of unsecured creditors appointed in these chapter 11 cases.
- 22. Courts in this jurisdiction and others have granted the relief requested herein in comparable chapter 11 cases. *See, e.g., In re Aegean Marine Petrol. Network Inc.*, Case No. 18-13374 (MEW) (Bankr. S.D.N.Y. Dec. 8, 2018) (allowing the debtors to redact from the Creditor Matrix address information of individual creditors); *In re Nine West Holdings, Inc.*, Case No. 18-10947 (SCC) (Bankr. S.D.N.Y. Apr. 9, 2018) (same); *In re Cenveo Inc.*, Case No. 18-22178 (RDD) (Bankr. S.D.N.Y. Feb. 6, 2018) (same).

IV. Authority to Mail Initial Notices to Creditors.

23. As stated above, the Debtors request that the Proposed Claims and Noticing Agent undertake all mailings directed by the Bankruptcy Court, the U.S. Trustee, or as required by the Bankruptcy Code, including the Notice of Commencement of these chapter 11 cases. The Proposed Claims and Noticing Agent's assistance with the mailing and preparation of creditor lists

and notices will ease administrative burdens that would otherwise fall upon the Bankruptcy Court and the U.S. Trustee. With such assistance, the Debtors can file a computer-readable consolidated list of creditors and also undertake all necessary mailings.

Motion Practice

24. This Motion includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of its application to this Motion. Accordingly, the Debtors submit that this Motion satisfies Local Rule 9013-1(a).

Notice

25. The Debtors will provide notice of this Motion to the following parties and/or their respective counsel, as applicable: (a) the Office of the U.S. Trustee; (b) the holders of the 50 largest unsecured claims against the Debtors (on a consolidated basis); (c) the agent under the proposed postpetition debtor in possession financing facility; (d) the administrative agents and indenture trustees under the Debtors' prepetition credit agreement and note indentures; (e) Milbank LLP, counsel to an *ad hoc* group of second lien noteholders; (f) Paul, Weiss, Rifkind, Wharton & Garrison LLP, counsel to an *ad hoc* group of first lien term lenders; (g) Shearman & Sterling LLP, counsel to the Midwest noteholders; (h) the Pension Benefit Guaranty Corporation; (i) the United States Attorney's Office for the Southern District of New York; (j) the Internal Revenue Service; (k) the United States Securities and Exchange Commission; (l) the attorneys general in the states where the Debtors conduct their business operations; (m) the Federal Communications Commission; and (n) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

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

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WHEREFORE, the Debtors respectfully request that the Bankruptcy Court enter the Order granting the relief requested herein and such other relief as the Bankruptcy Court deems appropriate under the circumstances.

Dated: February 25, 2019 New York, New York /s/ Stephen E. Hessler

Stephen E. Hessler, P.C. Marc Kieselstein, P.C. Cristine Pirro Schwarzman

KIRKLAND & ELLIS LLP KIRKLAND & ELLIS INTERNATIONAL LLP

601 Lexington Avenue

New York, New York 10022 Telephone: (212) 446-4800 Facsimile: (212) 446-4900

- and -

James H.M. Sprayregen, P.C.

Ross M. Kwasteniet, P.C. (pro hac vice pending)

Brad Weiland (*pro hac vice* pending) John R. Luze (*pro hac vice* pending)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

300 North LaSalle Street Chicago, Illinois 60654

Telephone: (312) 862-2000 Facsimile: (312) 862-2200

Proposed Counsel to the Debtors and Debtors in Possession

Exhibit A

Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

)	
In re:)	Chapter 11
WINDSTREAM HOLDINGS, INC., et al.,1)	Case No. 19-22312 (RDD)
Debtors.)	(Joint Administration Requested)
)	

ORDER (I) AUTHORIZING THE DEBTORS TO (A) PREPARE A LIST OF CREDITORS IN LIEU OF SUBMITTING A FORMATTED MAILING MATRIX AND (B) FILE A CONSOLIDATED LIST OF THE 50 LARGEST UNSECURED CREDITORS, (II) AUTHORIZING DEBTORS TO REDACT CERTAIN PERSONAL IDENTIFICATION INFORMATION FOR INDIVIDUAL CREDITORS, AND (III) APPROVING THE FORM AND MANNER OF NOTIFYING CREDITORS OF COMMENCEMENT OF THESE CHAPTER 11 CASES

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for the entry of an order (this "Order"): (a) authorizing the Debtors to: (i) prepare a consolidated list of creditors in lieu of submitting any required mailing matrix, (ii) file a consolidated list of the Debtors' 50 largest unsecured creditors, and (iii) mail initial notices through their Proposed Claims and Noticing Agent; (b) authorizing the Debtors to redact certain personal identification information for individual creditors; and (c) approving the form and manner of notifying creditors of commencement of the Debtors' chapter 11 cases; all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference*

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.

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

from the United States District Court for the Southern District of New York, dated February 1, 2012; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

- 1. The Motion is granted as set forth herein.
- 2. The Debtors are authorized to file a consolidated list of the 50 largest unsecured creditors in these chapter 11 cases in lieu of each Debtor filing a list of its 20 largest unsecured creditors.
- 3. In lieu of submitting a formatted mailing matrix, the Debtors shall make available a single, consolidated list of all of the Debtors' creditors in electronic form to any entity who so requests and in non-electronic form at such requesting entity's sole cost and expense.
- 4. The Debtors are authorized to redact address information of individual creditors listed on the Creditor Matrix; *provided* that the Debtors shall provide an unredacted version of the Creditor Matrix to the Bankruptcy Court, the U.S. Trustee, and any official committee of unsecured creditors appointed in these chapter 11 cases.

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5. The Notice of Commencement of these chapter 11 cases, substantially in the form

attached to this Order as **Exhibit 1**, is hereby approved.

6. The Debtors, with the assistance of the Proposed Claims and Noticing Agent (upon

the Bankruptcy Court's approval of the Debtors' retention of the Proposed Claims and Noticing

Agent), is authorized, but not directed, to undertake all mailings directed by the Bankruptcy Court,

the U.S. Trustee, or as required by the Bankruptcy Code, including the Notice of Commencement

of these chapter 11 cases, and any other correspondence that the Debtors may wish to send to

creditors.

7. All time periods set forth in this Order shall be calculated in accordance with

Bankruptcy Rule 9006(a).

8. The Debtors are authorized to take all actions necessary to effectuate the relief

granted pursuant to this Order in accordance with the Motion.

9. This Court retains exclusive jurisdiction with respect to all matters arising from or

related to the implementation of this Order.

White Plains, New	York
Dated:	, 2019

THE HONORABLE ROBERT D. DRAIN UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Notice of Commencement

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Information	to identify the case:		
Debtor:	Windstream Holdings, Inc.	EIN:	46-2847717
United States	Bankruptcy Court for the Southern District of New	York	
Case Number	:: 19-22312 (RDD)	Date case filed for Chapter 11:	02/25/2019

Official Form 309F (For Corporations or Partnerships)

Notice of Chapter 11 Bankruptcy Case

12/17

For the debtor listed above, a case has been filed under chapter 11 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from the debtor by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

Confirmation of a chapter 11 plan may result in a discharge of debt. A creditor who wants to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadline specified in this notice. (See line 11 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

Do not file this notice with any proof of claim or other filing in the case.

1. Debtors' full name: See chart below.

List of Jointly Administered Cases

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
1.	Windstream Holdings, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22312	46-2847717
2.	Windstream Business Holdings, LLC	6 International Drive Rye Brook, NY 10573	19-22310	46-4238089
3.	Allworx Corp.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22345	26-0259247
4.	American Telephone Company, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22349	20-5108783

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
5.	ARC Networks, Inc.	4001 North Rodney Parham	19-22362	11-3464934
		Road, Little Rock, Arkansas 72212		
6.	A.R.C. Networks, Inc.	4001 North Rodney Parham	19-22338	11-3240814
		Road, Little Rock, Arkansas 72212		
7.	ATX Communications, Inc.	4001 North Rodney Parham	19-22368	13-4078506
		Road, Little Rock, Arkansas 72212		
8.	ATX Licensing, Inc.	4001 North Rodney Parham	19-22371	23-3039838
		Road, Little Rock, Arkansas 72212		
9.	ATX Telecommunications	4001 North Rodney Parham	19-22377	31-1773888
	Services of Virginia, LLC	Road, Little Rock, Arkansas 72212		
10.	Birmingham Data Link, LLC	4001 North Rodney Parham	19-22382	26-3497422
		Road, Little Rock, Arkansas 72212		
11.	BOB, LLC	4001 North Rodney Parham	19-22387	02-0754753
		Road, Little Rock, Arkansas 72212		
12.	Boston Retail Partners LLC	4001 North Rodney Parham	19-22392	27-0447904
		Road, Little Rock, Arkansas 72212		
13.	BridgeCom Holdings, Inc.	4001 North Rodney Parham	19-22403	13-4162965
		Road, Little Rock, Arkansas 72212		
14.	BridgeCom International, Inc.	4001 North Rodney Parham	19-22408	13-4123985
		Road, Little Rock, Arkansas 72212		
15.	BridgeCom Solutions Group, Inc.	4001 North Rodney Parham	19-22428	13-4123989
		Road, Little Rock, Arkansas 72212		
16.	Broadview Networks, Inc.	4001 North Rodney Parham	19-22456	16-1401082
		Road, Little Rock, Arkansas 72212		
17.	Broadview Networks of	4001 North Rodney Parham	19-22440	11-3448054
	Massachusetts, Inc.	Road, Little Rock, Arkansas 72212		
18.	Broadview Networks of Virginia,	4001 North Rodney Parham	19-22454	06-1596404
	Inc.	Road, Little Rock, Arkansas 72212		
19.	Broadview NP Acquisition Corp.	4001 North Rodney Parham	19-22461	51-0402734
		Road, Little Rock, Arkansas 72212		
20.	Buffalo Valley Management	4001 North Rodney Parham	19-22463	84-1619403
	Services, Inc.	Road, Little Rock, Arkansas 72212		
21.	Business Telecom of Virginia,	4001 North Rodney Parham	19-22466	56-2131188
	Inc.	Road, Little Rock, Arkansas 72212		
22.	Business Telecom, LLC	4001 North Rodney Parham	19-22469	56-1426866
		Road, Little Rock, Arkansas 72212		
23.	BV-BC Acquisition Corporation	4001 North Rodney Parham	19-22471	20-5377846
		Road, Little Rock, Arkansas 72212		
24.	Cavalier IP TV, LLC	4001 North Rodney Parham	19-22474	20-2386185
		Road, Little Rock, Arkansas		
		72212		

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
25.	Cavalier Services, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22313	20-2047841
26.	Cavalier Telephone Mid-Atlantic, L.L.C.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22315	54-2028580
27.	Cavalier Telephone, L.L.C.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22317	54-1914822
28.	CCL Historical, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22319	23-3032245
29.	Choice One Communications of Connecticut Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22322	15-1564111
30.	Choice One Communications of Maine Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22324	16-1564112
31.	Choice One Communications of Massachusetts Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22326	16-1554916
32.	Choice One Communications of New York Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22329	15-1564111
33.	Choice One Communications of Ohio Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22331	16-1564113
34.	Choice One Communications of Pennsylvania Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22332	16-1554919
35.	Choice One Communications of Rhode Island Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22335	16-1563050
36.	Choice One Communications Resale L.L.C.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22341	80-0364519
37.	Choice One Communications of Vermont Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22339	16-1564114
38.	Choice One of New Hampshire, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22344	16-1564110
39.	Cinergy Communications Company of Virginia, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22353	20-8076097
40.	Conestoga Enterprises, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22356	23-2565087
41.	Conestoga Management Services, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22358	84-1619408
42.	Conestoga Wireless Company	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22360	23-2926187
43.	Connecticut Broadband, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22363	06-1459693
44.	Connecticut Telephone & Communication Systems, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22365	06-1122868

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
45.	Conversent Communications	4001 North Rodney Parham	19-22366	84-1530125
	Long Distance, LLC	Road, Little Rock, Arkansas 72212		
46.	Conversent Communications of Connecticut, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22369	84-1473088
47.	Conversent Communications of Maine, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22372	84-1473089
48.	Conversent Communications of Massachusetts, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22375	20-2643836
49.	Conversent Communications of New Hampshire, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22378	84-1485259
50.	Conversent Communications of New Jersey, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22380	84-1522507
51.	Conversent Communications of New York, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22384	84-1473087
52.	Conversent Communications of Pennsylvania, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22386	84-1473090
53.	Conversent Communications of Rhode Island, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22388	84-1485260
54.	Conversent Communications of Vermont, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22391	84-1473085
55.	Conversent Communications Resale L.L.C.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22394	80-0364505
56.	CoreComm-ATX, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22401	23-3060529
57.	CoreComm Communications, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22399	13-4072077
58.	CTC Communications Corporation	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22405	04-2731202
59.	CTC Communications of Virginia, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22407	54-1905656
60.	D&E Communications, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22411	27-0147149
61.	D&E Management Services, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22414	88-0509645
62.	D&E Networks, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22417	25-1780894
63.	D&E Wireless, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22419	23-2896654
64.	Deltacom, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22423	63-0832070

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
65.	Earthlink Business, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22427	94-3331274
66.	Earthlink Carrier, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22430	58-1970339
67.	Equity Leasing, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22432	20-0810636
68.	Eureka Broadband Corporation	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22435	06-1506004
69.	Eureka Holdings, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22437	20-3341318
70.	Eureka Networks, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22438	20-3341244
71.	Eureka Telecom, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22445	13-3793720
72.	Eureka Telecom of VA, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22442	52-2325508
73.	Georgia Windstream, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22447	38-2027315
74.	Heart of the Lakes Cable Systems, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22451	41-1577709
75.	Infocore, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22314	23-2894188
76.	Info-Highway International, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22321	76-0438543
77.	InfoHighway Communications Corporation	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22318	76-0530551
78.	InfoHighway of Virginia, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22325	26-0291600
79.	Intellifiber Networks, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22328	54-1861675
80.	Iowa Telecom Data Services, L.C.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22330	74-3083835
81.	Iowa Telecom Technologies, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22333	47-0937013
82.	IWA Services, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22336	20-8346096
83.	KDL Holdings, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22337	48-1251032
84.	LDMI Telecommunications, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22342	38-2940840

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
85.	Lightship Telecom, LLC	4001 North Rodney Parham	19-22346	06-1519100
		Road, Little Rock, Arkansas 72212		
86.	MASSCOMM, LLC	4001 North Rodney Parham	19-22347	83-2381119
		Road, Little Rock, Arkansas 72212		
87.	McLeodUSA Information Services	4001 North Rodney Parham	19-22350	76-0529757
	LLC	Road, Little Rock, Arkansas 72212		
88.	McLeodUSA Purchasing, LLC	4001 North Rodney Parham	19-22352	42-1501014
		Road, Little Rock, Arkansas 72212		
89.	McLeodUSA Telecommunications	4001 North Rodney Parham	19-22355	42-1407242
	Services, L.L.C.	Road, Little Rock, Arkansas 72212		
90.	MPX, Inc.	4001 North Rodney Parham	19-22357	16-1468411
		Road, Little Rock, Arkansas 72212		
91.	Nashville Data Link, LLC	4001 North Rodney Parham	19-22361	04-3639722
		Road, Little Rock, Arkansas 72212		
92.	Network Telephone, LLC	4001 North Rodney Parham	19-22364	59-3477521
V	, ===	Road, Little Rock, Arkansas	====	00 0 11 102 1
		72212		
93.	Norlight Telecommunications of	4001 North Rodney Parham	19-22367	26-3497118
	Virginia, LLC	Road, Little Rock, Arkansas 72212		
94.	Oklahoma Windstream, LLC	4001 North Rodney Parham	19-22370	73-0630965
		Road, Little Rock, Arkansas		
0.5		72212	40.00070	44.0400070
95.	Open Support Systems, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas	19-22373	11-3409972
		72212		
96.	PaeTec Communications of	4001 North Rodney Parham	19-22376	16-6486048
	Virginia, LLC	Road, Little Rock, Arkansas 72212		
97.	PaeTec Communications, LLC	2700 Westchester Avenue,	19-22311	16-1551095
• • •	,	Suite 421, Purchase, New York		
00	DAETEO II I II O	10577	40.0004	00 5000744
98.	PAETEC Holding, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas	19-22381	20-5339741
		72212		
99.	PAETEC iTEL, L.L.C.	4001 North Rodney Parham	19-22385	47-0903254
		Road, Little Rock, Arkansas 72212		
100.	PAETEC Realty LLC	4001 North Rodney Parham	19-22389	27-1866972
		Road, Little Rock, Arkansas	=====	
		72212		10.10
101.	PAETEC, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas	19-22393	16-1551094
		72212		
102.	PCS Licenses, Inc.	4001 North Rodney Parham	19-22396	88-0397829
		Road, Little Rock, Arkansas 72212		
103.	Progress Place Realty Holding	4001 North Rodney Parham	19-22398	27-1255466
- 	Company, LLC	Road, Little Rock, Arkansas		
40:		72212	40.00.00	10.0100015
104.	RevChain Solutions, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas	19-22402	46-3139610
		72212		
		12212		

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
105.	SM Holdings, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22406	26-0970378
106.	Southwest Enhanced Network Services, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22409	75-2885419
107.	Talk America of Virginia, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22412	54-1871946
108.	Talk America, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22416	23-2582790
109.	Teleview, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22420	58-2033040
110.	Texas Windstream, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22316	75-0984391
111.	The Other Phone Company, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22323	65-0705374
112.	TriNet, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22327	58-2183044
113.	TruCom Corporation	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22334	13-3940714
114.	US LEC Communications LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22340	56-2162051
115.	US LEC of Alabama LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22343	56-2104211
116.	US LEC of Florida LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22348	56-2046424
117.	US LEC of Georgia LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22351	56-2065537
118.	US LEC of Maryland LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22379	56-2117626
119.	US LEC of North Carolina LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22383	56-2091767
120.	US LEC of Pennsylvania LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22395	56-2117625
121.	US LEC of South Carolina LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22404	56-2056428
122.	US LEC of Tennessee LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22410	56-2065536
123.	US LEC of Virginia LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22415	56-2012173
124.	US Xchange Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22455	16-1590395

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
125.	US Xchange of Illinois, L.L.C.	4001 North Rodney Parham Road, Little Rock, Arkansas	19-22425	38-3388717
126.	US Xchange of Indiana, L.L.C.	72212 4001 North Rodney Parham Road, Little Rock, Arkansas	19-22436	38-3377167
127.	US Xchange of Michigan, L.L.C.	72212 4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22443	38-3442002
128.	US Xchange of Wisconsin, L.L.C.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22450	38-3342305
129.	Valor Telecommunications of Texas, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22460	52-2194219
130.	WaveTel NC License Corporation	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22465	30-0020203
131.	WIN Sales & Leasing, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22470	41-1340032
132.	Windstream Accucomm Networks, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22472	58-1579785
133.	Windstream Accucomm Telecommunications, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22475	58-0641816
134.	Windstream Alabama, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22478	63-0364952
135.	Windstream Arkansas, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22483	71-0400407
136.	Windstream Buffalo Valley, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22487	23-2825123
137.	Windstream BV Holdings, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22494	11-3310798
138.	Windstream Cavalier, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22500	54-1946546
139.	Windstream Communications Kerrville, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22424	74-0724580
140.	Windstream Communications Telecom, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22429	74-2955898
141.	Windstream Communications, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22433	74-2955898
142.	Windstream Concord Telephone, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22439	56-0186420
143.	Windstream Conestoga, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22446	23-0488700
144.	Windstream CTC Internet Services, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22448	52-2101328

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
145.	Windstream D&E Systems, LLC	4001 North Rodney Parham	19-22452	23-2971125
		Road, Little Rock, Arkansas 72212		
146.	Windstream D&E, Inc.	4001 North Rodney Parham	19-22457	23-0520190
	ŕ	Road, Little Rock, Arkansas		
4.47	Windstream Direct, LLC	72212 4001 North Rodney Parham	19-22459	41-1903994
147.	Windstream Direct, LLC	Road, Little Rock, Arkansas	19-22459	41-1903994
		72212		
148.	Windstream Eagle Holdings LLC	4001 North Rodney Parham	19-22464	N/A
		Road, Little Rock, Arkansas 72212		
149.	Windstream Eagle Services, LLC	4001 North Rodney Parham	19-22467	82-3462246
	·	Road, Little Rock, Arkansas		
450	Windstream EN-TEL, LLC	72212 4001 North Rodney Parham	19-22390	41-1928105
150.	Windstream EN-TEL, LLC	Road, Little Rock, Arkansas	19-22390	41-1920105
		72212		
151.	Windstream Finance Corp.	4001 North Rodney Parham	19-22397	47-3595713
		Road, Little Rock, Arkansas 72212		
152.	Windstream Florida, LLC	4001 North Rodney Parham	19-22413	59-0717786
	,	Road, Little Rock, Arkansas		
450	Mindatus and Oceania	72212	40.00440	50.0046000
153.	Windstream Georgia Communications, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas	19-22418	58-2046299
	oommamoadono, 220	72212		
154.	Windstream Georgia Telephone,	4001 North Rodney Parham	19-22422	58-0802675
	LLC	Road, Little Rock, Arkansas 72212		
155.	Windstream Georgia, LLC	4001 North Rodney Parham	19-22426	58-0202560
	3.,	Road, Little Rock, Arkansas		
450	Mindatus and Haldings of the	72212	40.00404	47.000.400
156.	Windstream Holding of the Midwest, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas	19-22431	47-0632436
		72212		
157.	Windstream Iowa	4001 North Rodney Parham	19-22434	27-1635465
	Communications, LLC	Road, Little Rock, Arkansas 72212		
158.	Windstream Iowa-Comm, LLC	4001 North Rodney Parham	19-22441	42-1525756
	,	Road, Little Rock, Arkansas		
1=0		72212	10.00111	27.007070
159.	Windstream IT-Comm, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas	19-22444	35-2256532
		72212		
160.	Windstream KDL, LLC	4001 North Rodney Parham	19-22449	61-1196739
		Road, Little Rock, Arkansas 72212		
161.	Windstream KDL-VA, LLC	4001 North Rodney Parham	19-22453	20-0817269
		Road, Little Rock, Arkansas		
100		72212	40.001-0	
162.	Windstream Kentucky East, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas	19-22458	73-1621772
		72212		
163.	Windstream Kentucky West, LLC	4001 North Rodney Parham	19-22462	61-0487133
		Road, Little Rock, Arkansas		
164.	Windstream Kerrville Long	72212 4001 North Rodney Parham	19-22468	74-2228603
. 5-7.	Distance, LLC	Road, Little Rock, Arkansas	10-22-00	1-7 222000
		72212		

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
165.	Windstream Lakedale Link, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22473	41-1815232
166.	Windstream Lakedale, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22477	41-0643917
167.	Windstream Leasing, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22482	27-2348873
168.	Windstream Lexcom Communications, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22486	56-0298450
169.	Windstream Lexcom Entertainment, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22491	56-2261861
170.	Windstream Lexcom Long Distance, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22498	56-2261863
171.	Windstream Lexcom Wireless, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22502	56-2261865
172.	Windstream Mississippi, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22504	64-0323983
173.	Windstream Missouri, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22506	43-0690837
174.	Windstream Montezuma, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22508	42-0422100
175.	Windstream Nebraska, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22510	47-0223220
176.	Windstream Network Services of the Midwest, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22511	91-1772936
177.	Windstream New York, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22512	15-0306510
178.	Windstream Norlight, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22513	61-0927928
179.	Windstream North Carolina, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22514	56-0509132
180.	Windstream NorthStar, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22515	27-0297987
181.	Windstream NTI, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22516	39-1712867
182.	Windstream NuVox Arkansas, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22517	43-1830185
183.	Windstream NuVox Illinois, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22518	43-1861148
184.	Windstream NuVox Indiana, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22519	43-1861150

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
185.	Windstream NuVox Kansas, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas	19-22476	43-1830186
400	No. 1	72212	40.00400	40 4000404
186.	Windstream NuVox Missouri, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22480	43-1830184
187.	Windstream NuVox Ohio, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22484	43-1861151
188.	Windstream NuVox Oklahoma, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22489	43-1850572
189.	Windstream NuVox, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22492	57-1072836
190.	Windstream of the Midwest, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22496	47-0803453
191.	Windstream Ohio, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22501	31-4265290
192.	Windstream Oklahoma, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22503	71-0406211
193.	Windstream Pennsylvania, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22505	25-1145739
194.	Windstream Services, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22400	20-0792300
195.	Windstream SHAL Networks, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22507	41-1701143
196.	Windstream SHAL, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22509	41-1858078
197.	Windstream Shared Services, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22479	51-0553722
198.	Windstream South Carolina, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22481	57-0140680
199.	Windstream Southwest Long Distance, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22485	75-2884847
200.	Windstream Standard, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22488	58-0445370
201.	Windstream Sugar Land, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22490	74-0672235
202.	Windstream Supply, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22493	31-4359937
203.	Windstream Systems of the Midwest, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22495	47-0650357
204.	Windstream Western Reserve, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22497	34-0614000

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
205.	Xeta Technologies, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas	19-22499	73-1130045
		72212		

2.	All other names used in the last 8 years:	See Rider 1.	
3.	Address:	See chart above.	
4.	Debtors' attorneys:	Stephen E. Hessler, P.C. Marc Kieselstein, P.C. Cristine Pirro Schwarzman Kirkland & Ellis LLP Kirkland & Ellis International LLP 601 Lexington Avenue New York, New York 10022 Telephone number: (212) 446-4800 - and - James H.M. Sprayregen, P.C. Ross M. Kwasteniet, P.C. Brad Weiland John R. Luze Kirkland & Ellis LLP Kirkland & Ellis International LLP 300 North LaSalle Street Chicago, Illinois 60654	
Doo filed You this ww	Bankruptcy Clerk's Office cuments in this case may be d at this address. u may inspect all records filed in s case at this office or online at w.pacer.gov	US Bankruptcy Court Southern District of New York 300 Quarropas Street Room 248 White Plains, NY 10601 All documents in this case are available free of charge on the website of the Debtors' notice and claims agent at http://www.kccllc.net/windstream	Hours Open: Monday - Friday 8:30 AM - 5:00 PM Contact phone: (914) 467-7088
The atte	Meeting of Creditors e debtor's representative must end the meeting to be estioned under oath. Creditors y attend, but are not required to so.	Time and Date to be Determined The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.	Location:
7.	Proof of claim deadline:	Deadline for filing proof of claim: A proof of claim is a signed statement of claim form may be obtained at www.	

or any bankruptcy clerk's office.
 Your claim will be allowed in the amount scheduled unless: Your claim is designated as disputed, contingent or unliquidated; You file a proof of claim in a different amount; or You receive another notice
If your claim is not scheduled or if your claim is designated as disputed, contingent, or unliquidated, you must file a proof of claim or you might not be paid on your claim and you might be unable to vote on a plan. You may file a proof of claim even if your claim is scheduled.
You may review the schedules at the bankruptcy clerk's office or online at www.pacer.gov
Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits a creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial. You must start a judicial proceeding by filing a complaint if you want to
have a debt excepted from discharge under 11 U.S.C. § 1141(d)(6)(A).
Deadline for filing the complaint: To be Determined
If you are a creditor receiving notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.
Chapter 11 allows debtors to reorganize or liquidate according to a plan. A plan is not effective unless the court confirms it. You may receive a copy of the plan and a disclosure statement telling you about the plan, and you may have the opportunity to vote on the plan. You will receive notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the property and may continue to operate its business.

Rider 1 Other Names Used in the Last 8 Years

Compat Entity Name	Former Names
Current Entity Name	Former Names
Windstream Business Holdings, LLC	Earthlink, LLC
Windstream Holdings, Inc.	N/A
A.R.C. Networks, Inc.	N/A
Allworx Corp.	N/A
American Telephone Company LLC	N/A
ARC Networks, Inc.	N/A
ATX Linearing Inc.	N/A
ATX Licensing, Inc.	N/A
ATX Telecommunications Services of Virginia, LLC	N/A
Birmingham Data Link, LLC	N/A
BOB, LLC	BOB Merger Sub, LLC; Business Only
B (B ("B () 110	Broadband; Windstream Fixed Wireless, LLC.
Boston Retail Partners, LLC	N/A
BridgeCom Holdings, Inc.	N/A
BridgeCom International, Inc.	N/A
BridgeCom Solutions Group, Inc.	N/A
Broadview Networks of Massachusetts, Inc.	N/A
Broadview Networks of Virginia, Inc.	N/A
Broadview Networks, Inc.	N/A
Broadview NP Acquisition Corp.	N/A
Buffalo Valley Management Services, Inc.	N/A
Business Telecom of Virginia, Inc.	N/A
Business Telecom, LLC	N/A
BV-BC Acquisition Corporation	N/A
Cavalier IP TV, LLC	N/A
Cavalier Services, LLC	N/A
Cavalier Telephone Mid-Atlantic, L.L.C.	N/A
Cavalier Telephone, L.L.C.	N/A
CCL Historical, Inc.	N/A
Choice One Communications of Connecticut, Inc.	EarthLink Business; One Communications; One Communications Corp.
Choice One Communications of Maine, Inc.	EarthLink Business; EarthLink Business II; One Communications.
Choice One Communications of Massachusetts, Inc.	EarthLink Business; One Communications.
Choice One Communications of New York, Inc.	EarthLink Business; One Communications.
Choice One Communications of Ohio, Inc.	EarthLink Business; One Communications.
Choice One Communications of Pennsylvania, Inc.	EarthLink Business; One Communications.
Choice One Communications of Rhode Island, Inc.	EarthLink Business; One Communications.
Choice One Communications of Vermont, Inc.	EarthLink Business; EarthLink Business IV;
	One Communications.
Choice One Communications Resale, L.L.C.	EarthLink Business; One Communications.
Choice One of New Hampshire, Inc.	EarthLink Business; One Communications.
Cinergy Communications Company of Virginia,	Cinergy Communications Company of Virginia
LLC	
Conestoga Enterprises, Inc.	N/A
Conestoga Management Services, Inc.	N/A
Conestoga Wireless Company	N/A

Current Entity Name	Former Names
Connecticut Broadband, LLC	EarthLink Business; One Communications.
Connecticut Telephone & Communication	EarthLink Business; One Communications.
Systems, Inc.	EarthLink Business, One Communications.
Conversent Communications Long Distance, LLC	EarthLink Business; One Communications
	Long Distance of New Hampshire.
Conversent Communications of Connecticut, LLC	EarthLink Business; One Communications; One Communications Corp.
Conversent Communications of Maine, LLC	EarthLink Business IV; One Communications IV.
Conversent Communications of Massachusetts, Inc.	EarthLink Business; One Communications.
Conversent Communications of New Hampshire,	EarthLink Business; One Communications of
LLC	New Hampshire.
Conversent Communications of New Jersey, LLC	EarthLink Business.
Conversent Communications of New York, LLC	EarthLink Business; One Communications.
Conversent Communications of Pennsylvania, LLC	EarthLink Business; One Communications.
Conversent Communications of Rhode Island, LLC	EarthLink Business IV; One Communications IV.
Conversent Communications of Vermont, LLC	EarthLink Business; EarthLink Business IV; One Communications.
Conversent Communications Resale, L.L.C.	EarthLink Business; EarthLink Business III; EarthLink Business IV; One Communications.
CoreComm Communications, LLC	N/A
CoreComm-ATX, Inc.	N/A
CTC Communications Corporation	EarthLink Business; EarthLink Business I; EarthLink Business IV; EarthLink Business Inc.; One Communications; One Communications Corp.
CTC Communications of Virginia, Inc.	N/A
D&E Communications, LLC	D&E Communications, Inc.
D&E Management Services, Inc.	N/A
D&E Networks, Inc.	N/A
D&E Wireless, Inc.	N/A
DeltaCom, LLC	DeltaCom, Inc.; EarthLink Business; EarthLink Business I; EarthLink Business IV; EarthLink Business Solutions.
EarthLink Business, LLC	EarthLink Business.
EarthLink Carrier, LLC	N/A
Equity Leasing, Inc.	Equity Leasing of Illinois (Illinois only).
Eureka Broadband Corporation	N/A
Eureka Holdings, LLC	N/A
Eureka Networks, LLC	N/A
Eureka Telecom of VA, Inc.	N/A
Eureka Telecom, Inc.	N/A
Georgia Windstream, LLC	N/A
Heart of the Lakes Cable Systems, Inc.	N/A
Infocore, Inc.	N/A
InfoHighway Communications Corporation	N/A
Info-Highway International, Inc.	N/A
InfoHighway of Virginia, Inc.	N/A
Intellifiber Networks, LLC	Intellifiber Networks, Inc.
Iowa Telecom Data Services, L.C.	N/A
Iowa Telecom Technologies, LLC	N/A

Current Entity Name	Former Names
IWA Services, LLC	N/A
KDL Holdings, LLC	N/A
LDMI Telecommunications, LLC	LDMI Telecommunications, Inc.; LDMI
LDMI Telecommunications, LLC	Telecommunications.
Lightship Telecom, LLC	EarthLink Business; EarthLink Business I;
Lightship relection, LLC	EarthLink Business IV; One Communications.
MASSCOMM, LLC	N/A
McLeodUSA Information Services LLC	N/A
McLeodUSA Purchasing, L.L.C.	N/A
McLeodUSA Furchasing, L.L.C. McLeodUSA Telecommunications Services, L.L.C.	PaeTec Business Services.
MPX, Inc.	N/A
Nashville Data Link, LLC	N/A
	Cavalier Telephone; Cavalier Telephone and
Network Telephone, LLC	TV; Cavalier Business Communications;.
Norlight Tologommunications of Virginia LLC	Norlight Telecommunications of Virginia, Inc.
Norlight Telecommunications of Virginia, LLC Oklahoma Windstream, LLC	N/A
•	N/A
Open Support Systems, LLC	
PaeTec Communications of Virginia, LLC	N/A
PaeTec Communications, LLC	PaeTec Communications, Inc.
PAETEC Holding, LLC	PAETEC Holding Corp.
PAETEC ITel, L.L.C.	N/A
PAETEC Realty LLC	N/A
PAETEC, LLC	PAETEC Corp.
PCS Licenses, Inc.	N/A
Progress Place Realty Holding Company, LLC	N/A
RevChain Solutions, LLC	N/A
SM Holdings, LLC	N/A
Southwest Enhanced Network Services, LLC	Southwest Enhanced Network Services, LP
Talk America of Virginia, LLC	Talk America of Virginia, Inc.; Cavalier
T !! A	Telephone.
Talk America, LLC	Talk America, Inc.; Cavalier Telephone;
T	Cavalier Business Communications.
Teleview, LLC	N/A
Texas Windstream, LLC	Texas Windstream, Inc.
The Other Phone Company, LLC	Cavalier Business Communications; The Phone
Trin et 110	Company.
Trinet, LLC	N/A
TruCom Corporation	N/A
US LEC Communications LLC	PaeTec Business Services.
US LEC of Alabama LLC	N/A
US LEC of Florida LLC	N/A
US LEC of Georgia LLC	PAETEC Business Services.
US LEC of Maryland LLC	N/A
US LEC of North Carolina LLC	N/A
US LEC of Pennsylvania LLC	N/A
US LEC of South Carolina LLC	N/A
US LEC of Tennessee LLC	N/A
US LEC of Virginia LLC	PAETEC Business Services.
US Xchange of Illinois, L.L.C.	EarthLink Business; One Communications.
US Xchange of Indiana, L.L.C.	EarthLink Business; One Communications.
US Xchange of Michigan, L.L.C.	EarthLink Business; One Communications.
US Xchange of Wisconsin, L.L.C.	EarthLink Business; One Communications.

Current Entity Name	Former Names
US Xchange, Inc.	EarthLink Business; One Communications;
	Choice One; Choice One Communications.
Valor Telecommunications of Texas, LLC	Windstream Communications Southwest.
WaveTel NC License Corporation	N/A
WIN Sales & Leasing, Inc.	Communications Sales and Leasing, Inc.
Windstream Accucomm Networks, LLC	N/A
Windstream Accucomm Telecommunications, LLC	N/A
Windstream Alabama, LLC	N/A
Windstream Arkansas, LLC	N/A
Windstream Buffalo Valley, Inc.	N/A
Windstream BV Holdings, LLC	Windstream BV Holdings, Inc.; Broadview
	Network Holdings, Inc.
Windstream Cavalier, LLC	N/A
Windstream Communications Kerrville, LLC	N/A
Windstream Communications Telecom, LLC	N/A
Windstream Communications, LLC	Windstream Communications, Inc.
Windstream Concord Telephone, LLC	Windstream Concord Telephone, Inc.
Windstream Conestoga, Inc.	N/A
Windstream CTC Internet Services, Inc.	N/A
Windstream D&E Systems, LLC	Windstream D&E Systems, Inc.
Windstream D&E, Inc.	N/A
Windstream Direct, LLC	N/A
Windstream Eagle Holdings, LLC	Earthlink Holdings, LLC; EarthLink Holdings
3	Corp.
Windstream Eagle Services, LLC	Earthlink Services, LLC
Windstream EN-TEL, LLC	N/A
Windstream Finance Corp.	N/A
Windstream Florida, LLC	Windstream Florida, Inc.
Windstream Georgia Communications, LLC	N/A
Windstream Georgia Telephone, LLC	N/A
Windstream Georgia, LLC	N/A
Windstream Holding of the Midwest, Inc.	N/A
Windstream Iowa Communications, LLC	Windstream Iowa Communications, Inc.
Windstream Iowa-Comm, LLC	Windstream Iowa-Comm, Inc.
Windstream IT-Comm, LLC	N/A
Windstream KDL, LLC	N/A
Windstream KDL-VA, LLC	N/A
Windstream Kentucky East, LLC	N/A
Windstream Kentucky West, LLC	N/A
Windstream Kerrville Long Distance, LLC	N/A
Windstream Lakedale Link, Inc.	N/A
Windstream Lakedale, Inc.	N/A
Windstream Leasing, LLC	N/A
Windstream Lexcom Communications, LLC	Windstream Lexcom Communications, Inc.
Windstream Lexcom Entertainment, LLC	N/A
Windstream Lexcom Long Distance, LLC	N/A
Windstream Lexcom Wireless, LLC	N/A
Windstream Mississippi, LLC	N/A
Windstream Missouri, LLC	Windstream Missouri, Inc.
Windstream Montezuma, LLC	Windstream Montezuma, Inc.
Windstream Nebraska, Inc.	N/A
Windstream Network Services of the Midwest, Inc.	N/A
Windstream New York, Inc.	N/A
	1

Current Entity Name	Former Names
Windstream Norlight, LLC	Windstream Norlight, Inc.
Windstream North Carolina, LLC	N/A
Windstream NorthStar, LLC	N/A
Windstream NTI, LLC	Windstream NTI, Inc.
Windstream NuVox Arkansas, LLC	Windstream NuVox Arkansas, Inc.
Windstream NuVox Ilinois, LLC	Windstream NuVox Illinois, Inc.
Windstream NuVox Indiana, LLC	Windstream NuVox Indiana, Inc.
Windstream NuVox Kansas, LLC	Windstream NuVox Kansas, Inc.
Windstream NuVox Missouri, LLC	Windstream NuVox Missouri, Inc.
Windstream NuVox Ohio, LLC	Windstream NuVox Ohio, Inc.
Windstream NuVox Oklahoma, LLC	Windstream NuVox Oklahoma, Inc.
Windstream NuVox, LLC	Windstream Nuvox, Inc.
Windstream of the Midwest, Inc.	N/A
Windstream Ohio, LLC	N/A
Windstream Oklahoma, LLC	N/A
Windstream Pennsylvania, LLC	N/A
Windstream Services, LLC	Windstream Corporation
Windstream SHAL Networks, Inc.	N/A
Windstream SHAL, LLC	N/A
Windstream Shared Services, LLC	Earthlink Shared Services, LLC
Windstream South Carolina, LLC	N/A
Windstream Southwest Long Distance, LLC	N/A
Windstream Standard, LLC	N/A
Windstream Sugar Land, LLC	N/A
Windstream Supply, LLC	N/A
Windstream Systems of the Midwest, Inc.	N/A
Windstream Western Reserve, LLC	N/A
XETA Technologies, Inc.	N/A

UNITED STATES BANKRUPTCY COURT	ſ
SOUTHERN DISTRICT OF NEW YORK	

In re:	_))	Chapter 11
WINDSTREAM HOLDINGS, INC., et al.,1)	Case No. 19-22312 (RDD)
Debtors.)	(Jointly Administred)

ORDER (I) AUTHORIZING THE DEBTORS TO (A) PREPARE A LIST OF CREDITORS IN LIEU OF SUBMITTING A FORMATTED MAILING MATRIX AND (B) FILE A CONSOLIDATED LIST OF THE 50 LARGEST UNSECURED CREDITORS, (II) AUTHORIZING DEBTORS TO REDACT CERTAIN PERSONAL IDENTIFICATION INFORMATION FOR INDIVIDUAL CREDITORS, AND (III) APPROVING THE FORM AND MANNER OF NOTIFYING CREDITORS OF COMMENCEMENT OF THESE CHAPTER 11 CASES

Upon the motion (the "<u>Motion</u>")² of the above-captioned debtors and debtors in possession (collectively, the "<u>Debtors</u>") for the entry of an order (this "<u>Order</u>") (a) authorizing the Debtors to: (i) prepare a consolidated list of creditors in lieu of submitting any required mailing matrix, (ii) file a consolidated list of the Debtors' 50 largest unsecured creditors, and (iii) mail initial notices through their Proposed Claims and Noticing Agent, (b) authorizing the Debtors to redact certain personal identification information for individual creditors, and (c) approving the form and manner of notifying creditors of commencement of the Debtors' chapter 11 cases; all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the *Amended Standing Order of*

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.

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

Reference from the United States District Court for the Southern District of New York, dated February 1, 2012; and this Court having found that venue of the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409 and that this is a core proceeding pursuant to 28 U.S.C. § 157(b) that this Court may decide by a final order consistent with Article III of the United States Constitution; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances, and that no other notice need be provided; and upon the record of the hearing held by the Court on the Motion on February 26, 2019 (the "Hearing"); and the Court having considered the objection raised at the Hearing by the U.S. Trustee, which has been resolved by the terms of this Order; and after due deliberation this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish good and sufficient cause for the relief granted herein and that such relief is in the best interests of the Debtors and their estates, it is HEREBY ORDERED THAT:

- 1. The Motion is granted as set forth herein.
- 2. The Debtors are authorized to file a consolidated list of the 50 largest unsecured creditors in these chapter 11 cases in lieu of each Debtor filing a list of its 20 largest unsecured creditors.
- 3. In lieu of submitting a formatted mailing matrix, the Debtors shall make available a single, consolidated list of all of the Debtors' creditors in electronic form to any entity who so requests and in non-electronic form at such requesting entity's sole cost and expense.
- 4. The Debtors are authorized to redact address information of individual creditors listed on the Creditor Matrix; *provided* that the Debtors shall provide an unredacted version of the Creditor Matrix to the Bankruptcy Court (to be filed under seal), the U.S. Trustee, and any official committee of unsecured creditors appointed in these chapter 11 cases; *provided*, *further* that

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nothing in this Order shall preclude a party in interest from requesting access to an unredacted

version of the Creditor Matrix upon a motion filed with the Bankruptcy Court and appropriate

notice.

5. The Notice of Commencement of these chapter 11 cases, substantially in the form

attached to this Order as **Exhibit 1**, is hereby approved.

6. The Debtors, with the assistance of the Proposed Claims and Noticing Agent (upon

the Bankruptcy Court's approval of the Debtors' retention of the Proposed Claims and Noticing

Agent), is authorized, but not directed, to undertake all mailings directed by the Bankruptcy Court,

the U.S. Trustee, or as required by the Bankruptcy Code, including the Notice of Commencement

of these chapter 11 cases, and any other correspondence that the Debtors may wish to send to

creditors.

7. All time periods set forth in this Order shall be calculated in accordance with

Bankruptcy Rule 9006(a).

8. The Debtors are authorized to take all actions necessary to effectuate the relief

granted pursuant to this Order in accordance with the Motion.

9. This Court retains exclusive jurisdiction with respect to all matters arising from or

related to the implementation of this Order.

Dated: White Plains, New York

March 5, 2019

/s/Robert D. Drain

THE HONORABLE ROBERT D. DRAIN

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Notice of Commencement

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Information	to identify the case:		
Debtor:	Windstream Holdings, Inc.	EIN:	46-2847717
•	Name		
United States	Bankruptcy Court for the Southern District of New	York	
Case Numbe	r: 19-22312 (RDD)	Date case filed for Chapter 11:	02/25/2019

Official Form 309F (For Corporations or Partnerships)

Notice of Chapter 11 Bankruptcy Case

12/17

For the debtor listed above, a case has been filed under chapter 11 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from the debtor by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

Confirmation of a chapter 11 plan may result in a discharge of debt. A creditor who wants to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadline specified in this notice. (See line 11 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

Do not file this notice with any proof of claim or other filing in the case.

Debtors' full name: <u>See chart below</u>.

List of Jointly Administered Cases

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
1.	Windstream Holdings, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22312	46-2847717
2.	Windstream Business Holdings, LLC	6 International Drive Rye Brook, NY 10573	19-22310	46-4238089
3.	Allworx Corp.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22345	26-0259247
4.	American Telephone Company, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22349	20-5108783

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
5.	ARC Networks, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22362	11-3464934
6.	A.R.C. Networks, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22338	11-3240814
7.	ATX Communications, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22368	13-4078506
8.	ATX Licensing, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22371	23-3039838
9.	ATX Telecommunications Services of Virginia, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22377	31-1773888
10.	Birmingham Data Link, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22382	26-3497422
11.	BOB, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22387	02-0754753
12.	Boston Retail Partners LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22392	27-0447904
13.	BridgeCom Holdings, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22403	13-4162965
14.	BridgeCom International, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22408	13-4123985
15.	BridgeCom Solutions Group, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22428	13-4123989
16.	Broadview Networks, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22456	16-1401082
17.	Broadview Networks of Massachusetts, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22440	11-3448054
18.	Broadview Networks of Virginia, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22454	06-1596404
19.	Broadview NP Acquisition Corp.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22461	51-0402734
20.	Buffalo Valley Management Services, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22463	84-1619403
21.	Business Telecom of Virginia, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22466	56-2131188
22.	Business Telecom, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22469	56-1426866
23.	BV-BC Acquisition Corporation	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22471	20-5377846
24.	Cavalier IP TV, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22474	20-2386185

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
25.	Cavalier Services, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas	19-22313	20-2047841
26.	Cavalier Telephone Mid-Atlantic, L.L.C.	72212 4001 North Rodney Parham Road, Little Rock, Arkansas	19-22315	54-2028580
27.	Cavalier Telephone, L.L.C.	72212 4001 North Rodney Parham Road, Little Rock, Arkansas	19-22317	54-1914822
28.	CCL Historical, Inc.	72212 4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22319	23-3032245
29.	Choice One Communications of Connecticut Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22322	15-1564111
30.	Choice One Communications of Maine Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22324	16-1564112
31.	Choice One Communications of Massachusetts Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22326	16-1554916
32.	Choice One Communications of New York Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22329	15-1564111
33.	Choice One Communications of Ohio Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22331	16-1564113
34.	Choice One Communications of Pennsylvania Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22332	16-1554919
35.	Choice One Communications of Rhode Island Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22335	16-1563050
36.	Choice One Communications Resale L.L.C.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22341	80-0364519
37.	Choice One Communications of Vermont Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22339	16-1564114
38.	Choice One of New Hampshire, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22344	16-1564110
39.	Cinergy Communications Company of Virginia, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22353	20-8076097
40.	Conestoga Enterprises, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22356	23-2565087
41.	Conestoga Management Services, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22358	84-1619408
42.	Conestoga Wireless Company	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22360	23-2926187
43.	Connecticut Broadband, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22363	06-1459693
44.	Connecticut Telephone & Communication Systems, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22365	06-1122868

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
45.	Conversent Communications	4001 North Rodney Parham	19-22366	84-1530125
	Long Distance, LLC	Road, Little Rock, Arkansas 72212		
46.	Conversent Communications of Connecticut, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22369	84-1473088
47.	Conversent Communications of Maine, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22372	84-1473089
48.	Conversent Communications of Massachusetts, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22375	20-2643836
49.	Conversent Communications of New Hampshire, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22378	84-1485259
50.	Conversent Communications of New Jersey, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22380	84-1522507
51.	Conversent Communications of New York, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22384	84-1473087
52.	Conversent Communications of Pennsylvania, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22386	84-1473090
53.	Conversent Communications of Rhode Island, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22388	84-1485260
54.	Conversent Communications of Vermont, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22391	84-1473085
55.	Conversent Communications Resale L.L.C.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22394	80-0364505
56.	CoreComm-ATX, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22401	23-3060529
57.	CoreComm Communications, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22399	13-4072077
58.	CTC Communications Corporation	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22405	04-2731202
59.	CTC Communications of Virginia, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22407	54-1905656
60.	D&E Communications, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22411	27-0147149
61.	D&E Management Services, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22414	88-0509645
62.	D&E Networks, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22417	25-1780894
63.	D&E Wireless, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22419	23-2896654
64.	Deltacom, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22423	63-0832070

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
65.	Earthlink Business, LLC	4001 North Rodney Parham	19-22427	94-3331274
		Road, Little Rock, Arkansas 72212		
66.	Earthlink Carrier, LLC	4001 North Rodney Parham	19-22430	58-1970339
		Road, Little Rock, Arkansas 72212		
67.	Equity Leasing, Inc.	4001 North Rodney Parham	19-22432	20-0810636
		Road, Little Rock, Arkansas 72212		
68.	Eureka Broadband Corporation	4001 North Rodney Parham	19-22435	06-1506004
		Road, Little Rock, Arkansas 72212		
69.	Eureka Holdings, LLC	4001 North Rodney Parham	19-22437	20-3341318
		Road, Little Rock, Arkansas 72212		
70.	Eureka Networks, LLC	4001 North Rodney Parham	19-22438	20-3341244
		Road, Little Rock, Arkansas 72212		
71.	Eureka Telecom, Inc.	4001 North Rodney Parham	19-22445	13-3793720
		Road, Little Rock, Arkansas		
72.	Eureka Telecom of VA, Inc.	72212 4001 North Rodney Parham	19-22442	52-2325508
		Road, Little Rock, Arkansas		02 202000
70	0 10	72212	40.00447	20 2027045
73.	Georgia Windstream, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas	19-22447	38-2027315
		72212		
74.	Heart of the Lakes Cable	4001 North Rodney Parham	19-22451	41-1577709
	Systems, Inc.	Road, Little Rock, Arkansas 72212		
75.	Infocore, Inc.	4001 North Rodney Parham	19-22314	23-2894188
		Road, Little Rock, Arkansas 72212		
76.	Info-Highway International, Inc.	4001 North Rodney Parham	19-22321	76-0438543
		Road, Little Rock, Arkansas 72212		
77.	InfoHighway Communications	4001 North Rodney Parham	19-22318	76-0530551
	Corporation	Road, Little Rock, Arkansas		
78.	InfoHighway of Virginia, Inc.	72212 4001 North Rodney Parham	19-22325	26-0291600
70.	informgriway or virginia, nic.	Road, Little Rock, Arkansas	19-22323	20-0291000
		72212		
79.	Intellifiber Networks, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas	19-22328	54-1861675
		72212		
80.	Iowa Telecom Data Services, L.C.	4001 North Rodney Parham	19-22330	74-3083835
		Road, Little Rock, Arkansas 72212		
81.	Iowa Telecom Technologies, LLC	4001 North Rodney Parham	19-22333	47-0937013
		Road, Little Rock, Arkansas		
00	IWA Sarvingo III C	72212	40.00000	20.0240000
82.	IWA Services, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas	19-22336	20-8346096
		72212		
83.	KDL Holdings, LLC	4001 North Rodney Parham	19-22337	48-1251032
		Road, Little Rock, Arkansas 72212		
84.	LDMI Telecommunications, LLC	4001 North Rodney Parham	19-22342	38-2940840
		Road, Little Rock, Arkansas		
<u> </u>		72212		

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
85.	Lightship Telecom, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22346	06-1519100
86.	MASSCOMM, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22347	83-2381119
87.	McLeodUSA Information Services LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22350	76-0529757
88.	McLeodUSA Purchasing, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22352	42-1501014
89.	McLeodUSA Telecommunications Services, L.L.C.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22355	42-1407242
90.	MPX, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22357	16-1468411
91.	Nashville Data Link, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22361	04-3639722
92.	Network Telephone, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22364	59-3477521
93.	Norlight Telecommunications of Virginia, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22367	26-3497118
94.	Oklahoma Windstream, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22370	73-0630965
95.	Open Support Systems, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22373	11-3409972
96.	PaeTec Communications of Virginia, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22376	16-6486048
97.	PaeTec Communications, LLC	2700 Westchester Avenue, Suite 421, Purchase, New York 10577	19-22311	16-1551095
98.	PAETEC Holding, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22381	20-5339741
99.	PAETEC iTEL, L.L.C.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22385	47-0903254
100.	PAETEC Realty LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22389	27-1866972
101.	PAETEC, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22393	16-1551094
102.	PCS Licenses, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22396	88-0397829
103.	Progress Place Realty Holding Company, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22398	27-1255466
104.	RevChain Solutions, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22402	46-3139610

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
105.	SM Holdings, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22406	26-0970378
106.	Southwest Enhanced Network Services, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22409	75-2885419
107.	Talk America of Virginia, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22412	54-1871946
108.	Talk America, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22416	23-2582790
109.	Teleview, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22420	58-2033040
110.	Texas Windstream, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22316	75-0984391
111.	The Other Phone Company, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22323	65-0705374
112.	TriNet, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22327	58-2183044
113.	TruCom Corporation	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22334	13-3940714
114.	US LEC Communications LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22340	56-2162051
115.	US LEC of Alabama LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22343	56-2104211
116.	US LEC of Florida LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22348	56-2046424
117.	US LEC of Georgia LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22351	56-2065537
118.	US LEC of Maryland LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22379	56-2117626
119.	US LEC of North Carolina LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22383	56-2091767
120.	US LEC of Pennsylvania LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22395	56-2117625
121.	US LEC of South Carolina LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22404	56-2056428
122.	US LEC of Tennessee LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22410	56-2065536
123.	US LEC of Virginia LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22415	56-2012173
124.	US Xchange Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22455	16-1590395

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
125.	US Xchange of Illinois, L.L.C.	4001 North Rodney Parham	19-22425	38-3388717
		Road, Little Rock, Arkansas 72212		
126.	US Xchange of Indiana, L.L.C.	4001 North Rodney Parham	19-22436	38-3377167
		Road, Little Rock, Arkansas 72212		
127.	US Xchange of Michigan, L.L.C.	4001 North Rodney Parham	19-22443	38-3442002
	go o mongan,o	Road, Little Rock, Arkansas 72212		000112002
128.	US Xchange of Wisconsin, L.L.C.	4001 North Rodney Parham	19-22450	38-3342305
		Road, Little Rock, Arkansas 72212		
129.	Valor Telecommunications of	4001 North Rodney Parham	19-22460	52-2194219
	Texas, LLC	Road, Little Rock, Arkansas 72212		
130.	WaveTel NC License Corporation	4001 North Rodney Parham	19-22465	30-0020203
		Road, Little Rock, Arkansas 72212		
131.	WIN Sales & Leasing, Inc.	4001 North Rodney Parham	19-22470	41-1340032
		Road, Little Rock, Arkansas 72212		
132.	Windstream Accucomm	4001 North Rodney Parham	19-22472	58-1579785
	Networks, LLC	Road, Little Rock, Arkansas	.0	00 10101
		72212		
133.	Windstream Accucomm	4001 North Rodney Parham	19-22475	58-0641816
	Telecommunications, LLC	Road, Little Rock, Arkansas 72212		
134.	Windstream Alabama, LLC	4001 North Rodney Parham	19-22478	63-0364952
		Road, Little Rock, Arkansas		
135.	Windstream Arkansas, LLC	72212	19-22483	71-0400407
133.	Windstream Arkansas, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas	19-22403	71-0400407
		72212		
136.	Windstream Buffalo Valley, Inc.	4001 North Rodney Parham	19-22487	23-2825123
		Road, Little Rock, Arkansas 72212		
137.	Windstream BV Holdings, LLC	4001 North Rodney Parham	19-22494	11-3310798
		Road, Little Rock, Arkansas		
138.	Windstream Cavalier, LLC	72212 4001 North Rodney Parham	19-22500	54-1946546
130.	Windstream Cavaller, LLC	Road, Little Rock, Arkansas	19-22500	34-1946346
		72212		
139.	Windstream Communications	4001 North Rodney Parham	19-22424	74-0724580
	Kerrville, LLC	Road, Little Rock, Arkansas 72212		
140.	Windstream Communications	4001 North Rodney Parham	19-22429	74-2955898
	Telecom, LLC	Road, Little Rock, Arkansas	10 == 1.20	11200000
		72212	40.00.00	—
141.	Windstream Communications, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas	19-22433	74-2955898
		72212		
142.	Windstream Concord Telephone,	4001 North Rodney Parham	19-22439	56-0186420
	LLC	Road, Little Rock, Arkansas 72212		
143.	Windstream Conestoga, Inc.	4001 North Rodney Parham	19-22446	23-0488700
		Road, Little Rock, Arkansas		
		72212		
144.	Windstream CTC Internet Services, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas	19-22448	52-2101328
	OGI VICES, IIIC.	72212		
		•	•	•

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
145.	Windstream D&E Systems, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22452	23-2971125
146.	Windstream D&E, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22457	23-0520190
147.	Windstream Direct, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22459	41-1903994
148.	Windstream Eagle Holdings LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22464	N/A
149.	Windstream Eagle Services, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22467	82-3462246
150.	Windstream EN-TEL, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22390	41-1928105
151.	Windstream Finance Corp.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22397	47-3595713
152.	Windstream Florida, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22413	59-0717786
153.	Windstream Georgia Communications, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22418	58-2046299
154.	Windstream Georgia Telephone, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22422	58-0802675
155.	Windstream Georgia, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22426	58-0202560
156.	Windstream Holding of the Midwest, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22431	47-0632436
157.	Windstream Iowa Communications, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22434	27-1635465
158.	Windstream Iowa-Comm, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22441	42-1525756
159.	Windstream IT-Comm, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22444	35-2256532
160.	Windstream KDL, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22449	61-1196739
161.	Windstream KDL-VA, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22453	20-0817269
162.	Windstream Kentucky East, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22458	73-1621772
163.	Windstream Kentucky West, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22462	61-0487133
164.	Windstream Kerrville Long Distance, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22468	74-2228603

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
165.	Windstream Lakedale Link, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22473	41-1815232
166.	Windstream Lakedale, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22477	41-0643917
167.	Windstream Leasing, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22482	27-2348873
168.	Windstream Lexcom Communications, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22486	56-0298450
169.	Windstream Lexcom Entertainment, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22491	56-2261861
170.	Windstream Lexcom Long Distance, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22498	56-2261863
171.	Windstream Lexcom Wireless, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22502	56-2261865
172.	Windstream Mississippi, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22504	64-0323983
173.	Windstream Missouri, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22506	43-0690837
174.	Windstream Montezuma, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22508	42-0422100
175.	Windstream Nebraska, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22510	47-0223220
176.	Windstream Network Services of the Midwest, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22511	91-1772936
177.	Windstream New York, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22512	15-0306510
178.	Windstream Norlight, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22513	61-0927928
179.	Windstream North Carolina, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22514	56-0509132
180.	Windstream NorthStar, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22515	27-0297987
181.	Windstream NTI, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22516	39-1712867
182.	Windstream NuVox Arkansas, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22517	43-1830185
183.	Windstream NuVox Illinois, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22518	43-1861148
184.	Windstream NuVox Indiana, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22519	43-1861150

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
185.	Windstream NuVox Kansas, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22476	43-1830186
186.	Windstream NuVox Missouri, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22480	43-1830184
187.	Windstream NuVox Ohio, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22484	43-1861151
188.	Windstream NuVox Oklahoma, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22489	43-1850572
189.	Windstream NuVox, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22492	57-1072836
190.	Windstream of the Midwest, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22496	47-0803453
191.	Windstream Ohio, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22501	31-4265290
192.	Windstream Oklahoma, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22503	71-0406211
193.	Windstream Pennsylvania, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22505	25-1145739
194.	Windstream Services, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22400	20-0792300
195.	Windstream SHAL Networks, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22507	41-1701143
196.	Windstream SHAL, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22509	41-1858078
197.	Windstream Shared Services, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22479	51-0553722
198.	Windstream South Carolina, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22481	57-0140680
199.	Windstream Southwest Long Distance, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22485	75-2884847
200.	Windstream Standard, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22488	58-0445370
201.	Windstream Sugar Land, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22490	74-0672235
202.	Windstream Supply, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22493	31-4359937
203.	Windstream Systems of the Midwest, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22495	47-0650357
204.	Windstream Western Reserve, LLC	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22497	34-0614000

NO.	DEBTOR	ADDRESS	CASE NO.	EIN#
205.	Xeta Technologies, Inc.	4001 North Rodney Parham Road, Little Rock, Arkansas 72212	19-22499	73-1130045

All other names used in the last 8 years:	<u>See Rider 1</u> .	
Address:	See chart above.	
Debtors' attorneys:		
	Stephen E. Hessler, P.C. Marc Kieselstein, P.C. Cristine Pirro Schwarzman Kirkland & Ellis LLP Kirkland & Ellis International LLP 601 Lexington Avenue New York, New York 10022 Telephone number: (212) 446-4800	
	- and -	
	James H.M. Sprayregen, P.C. Ross M. Kwasteniet, P.C. Brad Weiland John R. Luze Kirkland & Ellis LLP Kirkland & Ellis International LLP 300 North LaSalle Street Chicago, Illinois 60654 Telephone number: (312) 862-2000	
Bankruptcy Clerk's Office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at www.pacer.gov	US Bankruptcy Court Southern District of New York 300 Quarropas Street Room 248 White Plains, NY 10601 All documents in this case are available free of charge on the website of the Debtors' notice and claims agent at http://www.kccllc.net/windstream	Hours Open: Monday - Friday 8:30 AM - 5:00 PM Contact phone: (914) 467-7088
Meeting of Creditors	Time and Date to be Determined	Location:

The debtor's representative must attend the meeting to be questioned under oath. Creditors may attend, but are not required to do so.	The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.	[]
Proof of claim deadline:	Deadline for filing proof of claim:	Not yet set. If a deadline is set, notice will be sent at a later time.
	A proof of claim is a signed statement of claim form may be obtained at <a href="https://www.nc.nlm.</td><td></td></tr><tr><td></td><td>Your claim will be allowed in the amou</td><td>ınt scheduled unless:</td></tr><tr><td></td><td>Your claim is designated as dispute</td><td>ted, contingent or unliquidated;</td></tr><tr><td></td><td>You file a proof of claim in a different</td><td>ent amount; or</td></tr><tr><td></td><td>You receive another notice</td><td></td></tr><tr><td></td><td colspan=2>If your claim is not scheduled or if your claim is designated as disputed, contingent, or unliquidated, you must file a proof of claim or you might not be paid on your claim and you might be unable to vote on a plan. You may file a proof of claim even if your claim is scheduled.</td></tr><tr><td></td><td colspan=2>You may review the schedules at the bankruptcy clerk's office or online at www.pacer.gov	
	Secured creditors retain rights in their file a proof of claim. Filing a proof of cl jurisdiction of the bankruptcy court, wire explain. For example, a secured credisurrender important nonmonetary right	aim submits a creditor to the th consequences a lawyer can tor who files a proof of claim may
Exception to discharge deadline	You must start a judicial proceeding by have a debt excepted from discharge	
The bankruptcy clerk's office must receive a complaint and any required filing fee by the following deadline.	Deadline for filing the complaint: To be Determined	
Creditors with a foreign address	If you are a creditor receiving notice r file a motion asking the court to extend	

	an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.
Filing a Chapter 11 bankruptcy case	Chapter 11 allows debtors to reorganize or liquidate according to a plan. A plan is not effective unless the court confirms it. You may receive a copy of the plan and a disclosure statement telling you about the plan, and you may have the opportunity to vote on the plan. You will receive notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the property and may continue to operate its business.
Discharge of debts	Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See 11 U.S.C. § 1141(d). A discharge means that creditors may never try to collect the debt from the debtor except as provided in the plan. If you want to have a particular debt owed to you excepted from the discharge under 11 U.S.C. § 1141(d)(6)(A), you must start a judicial proceeding by filing a complaint and paying the filing fee in the bankruptcy clerk's office by the deadline.

Rider 1 Other Names Used in the Last 8 Years

Current Entity Name	Former Names
Windstream Business Holdings, LLC	Earthlink, LLC
Windstream Holdings, Inc.	N/A
A.R.C. Networks, Inc.	N/A
Allworx Corp.	N/A
American Telephone Company LLC	N/A
ARC Networks, Inc.	N/A
ATX Communications, Inc.	N/A
ATX Licensing, Inc.	N/A
ATX Telecommunications Services of Virginia, LLC	N/A
Birmingham Data Link, LLC	N/A
BOB, LLC	BOB Merger Sub, LLC; Business Only Broadband; Windstream Fixed Wireless, LLC.
Boston Retail Partners, LLC	N/A
BridgeCom Holdings, Inc.	N/A
BridgeCom International, Inc.	N/A
BridgeCom Solutions Group, Inc.	N/A
Broadview Networks of Massachusetts, Inc.	N/A
Broadview Networks of Virginia, Inc.	N/A
Broadview Networks, Inc.	N/A
Broadview NP Acquisition Corp.	N/A
Buffalo Valley Management Services, Inc.	N/A
Business Telecom of Virginia, Inc.	N/A
Business Telecom, LLC	N/A
BV-BC Acquisition Corporation	N/A
Cavalier IP TV, LLC	N/A

Current Entity Name	Former Names
Cavalier Services, LLC	N/A
Cavalier Telephone Mid-Atlantic, L.L.C.	N/A
Cavalier Telephone, L.L.C.	N/A
CCL Historical, Inc.	N/A
Choice One Communications of Connecticut, Inc.	EarthLink Business; One Communications; One Communications Corp.
Choice One Communications of Maine, Inc.	EarthLink Business; EarthLink Business II; One Communications.
Choice One Communications of Massachusetts, Inc.	EarthLink Business; One Communications.
Choice One Communications of New York, Inc.	EarthLink Business; One Communications.
Choice One Communications of Ohio, Inc.	EarthLink Business; One Communications.
Choice One Communications of Pennsylvania, Inc.	EarthLink Business; One Communications.
Choice One Communications of Rhode Island, Inc.	EarthLink Business; One Communications.
Choice One Communications of Vermont, Inc.	EarthLink Business; EarthLink Business IV; One Communications.
Choice One Communications Resale, L.L.C.	EarthLink Business; One Communications.
Choice One of New Hampshire, Inc.	EarthLink Business; One Communications.
Cinergy Communications Company of Virginia, LLC	Cinergy Communications Company of Virginia
Conestoga Enterprises, Inc.	N/A
Conestoga Management Services, Inc.	N/A
Conestoga Wireless Company	N/A
Connecticut Broadband, LLC	EarthLink Business; One Communications.
Connecticut Telephone & Communication Systems, Inc.	EarthLink Business; One Communications.
Conversent Communications Long Distance, LLC	EarthLink Business; One Communications Long Distance of New Hampshire.
Conversent Communications of Connecticut, LLC	EarthLink Business; One Communications; One Communications Corp.

Current Entity Name	Former Names
Conversent Communications of Maine, LLC	EarthLink Business IV; One Communications IV.
Conversent Communications of Massachusetts, Inc.	EarthLink Business; One Communications.
Conversent Communications of New Hampshire, LLC	EarthLink Business; One Communications of New Hampshire.
Conversent Communications of New Jersey, LLC	EarthLink Business.
Conversent Communications of New York, LLC	EarthLink Business; One Communications.
Conversent Communications of Pennsylvania, LLC	EarthLink Business; One Communications.
Conversent Communications of Rhode Island, LLC	EarthLink Business IV; One Communications IV.
Conversent Communications of Vermont, LLC	EarthLink Business; EarthLink Business IV; One Communications.
Conversent Communications Resale, L.L.C.	EarthLink Business; EarthLink Business III; EarthLink Business IV; One Communications.
CoreComm Communications, LLC	N/A
CoreComm-ATX, Inc.	N/A
CTC Communications Corporation	EarthLink Business; EarthLink Business I; EarthLink Business IV; EarthLink Business Inc.; One Communications; One Communications Corp.
CTC Communications of Virginia, Inc.	N/A
D&E Communications, LLC	D&E Communications, Inc.
D&E Management Services, Inc.	N/A
D&E Networks, Inc.	N/A
D&E Wireless, Inc.	N/A
DeltaCom, LLC	DeltaCom, Inc.; EarthLink Business; EarthLink Business I; EarthLink Business IV; EarthLink Business Solutions.
EarthLink Business, LLC	EarthLink Business.
EarthLink Carrier, LLC	N/A

Current Entity Name	Former Names
Equity Leasing, Inc.	Equity Leasing of Illinois (Illinois only).
Eureka Broadband Corporation	N/A
Eureka Holdings, LLC	N/A
Eureka Networks, LLC	N/A
Eureka Telecom of VA, Inc.	N/A
Eureka Telecom, Inc.	N/A
Georgia Windstream, LLC	N/A
Heart of the Lakes Cable Systems, Inc.	N/A
Infocore, Inc.	N/A
InfoHighway Communications Corporation	N/A
Info-Highway International, Inc.	N/A
InfoHighway of Virginia, Inc.	N/A
Intellifiber Networks, LLC	Intellifiber Networks, Inc.
Iowa Telecom Data Services, L.C.	N/A
Iowa Telecom Technologies, LLC	N/A
IWA Services, LLC	N/A
KDL Holdings, LLC	N/A
LDMI Telecommunications, LLC	LDMI Telecommunications, Inc.; LDMI Telecommunications.
Lightship Telecom, LLC	EarthLink Business; EarthLink Business I; EarthLink Business IV; One Communications.
MASSCOMM, LLC	N/A
McLeodUSA Information Services LLC	N/A
McLeodUSA Purchasing, L.L.C.	N/A
McLeodUSA Telecommunications Services, L.L.C.	PaeTec Business Services.
MPX, Inc.	N/A
Nashville Data Link, LLC	N/A

Current Entity Name	Former Names
Network Telephone, LLC	Cavalier Telephone; Cavalier Telephone and TV; Cavalier Business Communications;.
Norlight Telecommunications of Virginia, LLC	Norlight Telecommunications of Virginia, Inc.
Oklahoma Windstream, LLC	N/A
Open Support Systems, LLC	N/A
PaeTec Communications of Virginia, LLC	N/A
PaeTec Communications, LLC	PaeTec Communications, Inc.
PAETEC Holding, LLC	PAETEC Holding Corp.
PAETEC iTel, L.L.C.	N/A
PAETEC Realty LLC	N/A
PAETEC, LLC	PAETEC Corp.
PCS Licenses, Inc.	N/A
Progress Place Realty Holding Company, LLC	N/A
RevChain Solutions, LLC	N/A
SM Holdings, LLC	N/A
Southwest Enhanced Network Services, LLC	Southwest Enhanced Network Services, LP
Talk America of Virginia, LLC	Talk America of Virginia, Inc.; Cavalier Telephone.
Talk America, LLC	Talk America, Inc.; Cavalier Telephone; Cavalier Business Communications.
Teleview, LLC	N/A
Texas Windstream, LLC	Texas Windstream, Inc.
The Other Phone Company, LLC	Cavalier Business Communications; The Phone Company.
Trinet, LLC	N/A
TruCom Corporation	N/A
US LEC Communications LLC	PaeTec Business Services.
US LEC of Alabama LLC	N/A

Current Entity Name	Former Names
US LEC of Florida LLC	N/A
US LEC of Georgia LLC	PAETEC Business Services.
US LEC of Maryland LLC	N/A
US LEC of North Carolina LLC	N/A
US LEC of Pennsylvania LLC	N/A
US LEC of South Carolina LLC	N/A
US LEC of Tennessee LLC	N/A
US LEC of Virginia LLC	PAETEC Business Services.
US Xchange of Illinois, L.L.C.	EarthLink Business; One Communications.
US Xchange of Indiana, L.L.C.	EarthLink Business; One Communications.
US Xchange of Michigan, L.L.C.	EarthLink Business; One Communications.
US Xchange of Wisconsin, L.L.C.	EarthLink Business; One Communications.
US Xchange, Inc.	EarthLink Business; One Communications; Choice One; Choice One Communications.
Valor Telecommunications of Texas, LLC	Windstream Communications Southwest.
WaveTel NC License Corporation	N/A
WIN Sales & Leasing, Inc.	Communications Sales and Leasing, Inc.
Windstream Accucomm Networks, LLC	N/A
Windstream Accucomm Telecommunications, LLC	N/A
Windstream Alabama, LLC	N/A
Windstream Arkansas, LLC	N/A
Windstream Buffalo Valley, Inc.	N/A
Windstream BV Holdings, LLC	Windstream BV Holdings, Inc.; Broadview Network Holdings, Inc.
Windstream Cavalier, LLC	N/A
Windstream Communications Kerrville, LLC	N/A
Windstream Communications Telecom, LLC	N/A

Current Entity Name	Former Names
Windstream Communications, LLC	Windstream Communications, Inc.
Windstream Concord Telephone, LLC	Windstream Concord Telephone, Inc.
Windstream Conestoga, Inc.	N/A
Windstream CTC Internet Services, Inc.	N/A
Windstream D&E Systems, LLC	Windstream D&E Systems, Inc.
Windstream D&E, Inc.	N/A
Windstream Direct, LLC	N/A
Windstream Eagle Holdings, LLC	Earthlink Holdings, LLC; EarthLink Holdings Corp.
Windstream Eagle Services, LLC	Earthlink Services, LLC
Windstream EN-TEL, LLC	N/A
Windstream Finance Corp.	N/A
Windstream Florida, LLC	Windstream Florida, Inc.
Windstream Georgia Communications, LLC	N/A
Windstream Georgia Telephone, LLC	N/A
Windstream Georgia, LLC	N/A
Windstream Holding of the Midwest, Inc.	N/A
Windstream Iowa Communications, LLC	Windstream Iowa Communications, Inc.
Windstream Iowa-Comm, LLC	Windstream Iowa-Comm, Inc.
Windstream IT-Comm, LLC	N/A
Windstream KDL, LLC	N/A
Windstream KDL-VA, LLC	N/A
Windstream Kentucky East, LLC	N/A
Windstream Kentucky West, LLC	N/A
Windstream Kerrville Long Distance, LLC	N/A
Windstream Lakedale Link, Inc.	N/A

Current Entity Name	Former Names
Windstream Lakedale, Inc.	N/A
Windstream Leasing, LLC	N/A
Windstream Lexcom Communications, LLC	Windstream Lexcom Communications, Inc.
Windstream Lexcom Entertainment, LLC	N/A
Windstream Lexcom Long Distance, LLC	N/A
Windstream Lexcom Wireless, LLC	N/A
Windstream Mississippi, LLC	N/A
Windstream Missouri, LLC	Windstream Missouri, Inc.
Windstream Montezuma, LLC	Windstream Montezuma, Inc.
Windstream Nebraska, Inc.	N/A
Windstream Network Services of the Midwest, Inc.	N/A
Windstream New York, Inc.	N/A
Windstream Norlight, LLC	Windstream Norlight, Inc.
Windstream North Carolina, LLC	N/A
Windstream NorthStar, LLC	N/A
Windstream NTI, LLC	Windstream NTI, Inc.
Windstream NuVox Arkansas, LLC	Windstream NuVox Arkansas, Inc.
Windstream NuVox Ilinois, LLC	Windstream NuVox Illinois, Inc.
Windstream NuVox Indiana, LLC	Windstream NuVox Indiana, Inc.
Windstream NuVox Kansas, LLC	Windstream NuVox Kansas, Inc.
Windstream NuVox Missouri, LLC	Windstream NuVox Missouri, Inc.
Windstream NuVox Ohio, LLC	Windstream NuVox Ohio, Inc.
Windstream NuVox Oklahoma, LLC	Windstream NuVox Oklahoma, Inc.
Windstream NuVox, LLC	Windstream Nuvox, Inc.
Windstream of the Midwest, Inc.	N/A

Current Entity Name	Former Names
Windstream Ohio, LLC	N/A
Windstream Oklahoma, LLC	N/A
Windstream Pennsylvania, LLC	N/A
Windstream Services, LLC	Windstream Corporation
Windstream SHAL Networks, Inc.	N/A
Windstream SHAL, LLC	N/A
Windstream Shared Services, LLC	Earthlink Shared Services, LLC
Windstream South Carolina, LLC	N/A
Windstream Southwest Long Distance, LLC	N/A
Windstream Standard, LLC	N/A
Windstream Sugar Land, LLC	N/A
Windstream Supply, LLC	N/A
Windstream Systems of the Midwest, Inc.	N/A
Windstream Western Reserve, LLC	N/A
XETA Technologies, Inc.	N/A