

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS

ROBERT MURRAY, On Behalf of Himself	)	No. 4:18-cv-00202-JM
and All Others Similarly Situated,)	
	)	<u>CLASS ACTION</u>
Plaintiff,)	
	)	STIPULATION OF SETTLEMENT
vs.)	
)	
EARTHLINK HOLDINGS CORP., et al.)	
)	
Defendants.)	

This Stipulation of Settlement (the “Stipulation”) dated September 4, 2024, is made and entered into by and among Lead Plaintiff Robert Murray (“Lead Plaintiff”), on behalf of himself and the Settlement Class (defined below), on the one hand, and Defendants EarthLink, Windstream, Susan D. Bowick, Joseph F. Eazor, Kathy S. Lane, Garry K. McGuire, R. Gerard Salemme, Julie A. Shimer, Marc F. Stoll, Walter L. Turek, Carol B. Armitage, Samuel E. Beall III, Jeannie H. Diefenderfer, Robert E. Gunderman, Jeffrey T. Hinson, William G. LaPerch, Larry Laque, Kristi Moody, Michael G. Stoltz, Tony Thomas, and Alan L. Wells (collectively, “Defendants”), on the other hand, by and through their undersigned counsel. This Stipulation is intended to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims, subject to the approval of the Court and the terms and conditions of this Stipulation.

Whereas:

On March 19, 2018, Lead Plaintiff filed a Class Action Complaint for Violations of Federal Securities Laws in the matter styled, *Murray v. EarthLink Holdings Corp., et al.*, No. 4:18-cv-00202, in the United States District Court for the Eastern District of Arkansas (the “Action”). (ECF 1.) On June 4, 2018, Lead Plaintiff filed a motion requesting an order: (1) appointing Robert Murray as lead plaintiff pursuant to the Private Securities Litigation Reform Act of 1995, 15 U.S.C. §77z-1(a)(3)(B) and 15 U.S.C. §78u-4(a)(3)(B); and (2) approving Lead Plaintiff’s selection of Robbins Geller Rudman & Dowd LLP as lead counsel. ECF 4. On June 22, 2018, the Court granted that motion and appointed Robert Murray as lead plaintiff and Robbins Geller Rudman & Dowd LLP as lead counsel. (ECF 13.)

On July 27, 2018, Lead Plaintiff filed an Amended Class Action Complaint for Violations of Federal Securities Laws, asserting claims pursuant to §§11, 12(a)(2) and 15 of the Securities Act of 1933 (the “1933 Act”), §§14(a) and 20(a) of the Securities Exchange Act of 1934 (the “1934 Act”) and U.S. Securities and Exchange Commission (“SEC”) Rule 14a-9 promulgated thereunder (the

“Amended Complaint”). (ECF 18.) On September 13, 2018, Defendants filed motions to dismiss the Amended Complaint (ECFs 21, 22, 24-27), Lead Plaintiff filed an opposition brief on October 19, 2018 (ECF 37), and Defendants filed reply briefs on November 29, 2018 (ECFs 40-41). On August 22, 2019, the Court held a hearing on the motions to dismiss and took the matter under advisement. (ECF 53.)

On February 25, 2019, Windstream and its wholly-owned subsidiaries, including EarthLink, filed voluntary petitions for reorganization under Chapter 11 of the United States Bankruptcy Code in the U.S. Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). On April 1, 2020, Windstream filed a Joint Chapter 11 Plan of Reorganization in the Bankruptcy Court. (ECF 1631.) The Bankruptcy Court entered an order confirming Windstream’s Chapter 11 Plan of Reorganization on June 26, 2020, and the effective date of the Plan of Reorganization occurred on September 21, 2020. (ECF 2244.)

On May 27, 2021, Lead Plaintiff filed the Second Amended Class Action Complaint for Violations of Federal Securities Laws, also asserting claims pursuant to §§11, 12(a)(2) and 15 of the 1933 Act, §§14(a) and 20(a) of the 1934 Act and SEC Rule 14a-9 promulgated thereunder (the “Second Amended Complaint”). (ECF 74.) On July 15, 2021, Defendants filed motions to dismiss the Second Amended Complaint (ECFs 78-82), Lead Plaintiff filed an opposition brief on September 7, 2021 (ECF 84), and Defendants filed reply briefs on October 6, 2021 (ECFs 85-86). On June 30, 2023, the Court entered an Order denying Defendants’ motions to dismiss the Second Amended Complaint. (ECF 96.)

Between September 2023 and May 2024, the parties conducted extensive fact and class certification-related discovery, including document production, depositions, and motion practice. On February 23, 2024, Lead Plaintiff filed a Motion for Partial Judgment on the Pleadings (ECFs 159-161), Defendants filed an opposition brief on March 22, 2024 (ECFs 168-169), and Lead

Plaintiff filed a reply brief on April 5, 2024 (ECF 172). After full briefing, the Court set a hearing on that motion for May 17, 2024. The Court stayed all proceedings, including the hearing, after the parties advised the Court that they had reached a settlement in principle.

On May 6, 2024, after extensive arm's-length, good faith negotiations facilitated by mediator Robert A. Meyer, the parties reached agreement on the terms of a settlement. On the same day, the parties notified the Court that they had reached an agreement in principle to settle the litigation and requested that the Court stay discovery and all proceedings, other than in connection with the settlement. On May 8, 2024, the Court entered an order staying the litigation pending the finalization of the settlement. (ECF 179.)

I. TERMS OF THIS STIPULATION

NOW THEREFORE, without any concession by Lead Plaintiff that the Action lacks merit, and without any admission or concession by Defendants of any liability or wrongdoing or lack of merit in their defenses whatsoever, it is hereby **STIPULATED AND AGREED**, by and among Lead Plaintiff (on behalf of himself and the Settlement Class) and Defendants, subject to approval of the Court, that the Action shall be dismissed with prejudice, and all Released Plaintiffs' Claims (including Unknown Claims) and all Released Defendants' Claims (including Unknown Claims), as against all Released Parties, shall be fully, finally, and forever compromised, settled, released, and discharged upon and subject to the following terms and conditions of this Stipulation:

1. Definitions

As used in this Stipulation, and any exhibits attached hereto, the following capitalized terms, shall have the meanings set forth below.

1.1 "Action" means the class action litigation styled, *Murray v. EarthLink Holdings Corp., et al.*, No. 4:18-cv-00202-JM (E.D. Ark.).

1.2 “Amended Complaint” means the Amended Class Action Complaint for Violations of Federal Securities Laws filed in the Action on July 27, 2018.

1.3 “Authorized Claimant” means any Settlement Class Member who submits a valid Claim to the Claims Administrator that is accepted for payment from the Net Settlement Fund.

1.4 “Bar Date” means a date no later than ninety (90) calendar days after mailing of the Notice or such other time as may be set by the Court.

1.5 “Claim(s)” means a paper claim submitted on a Proof of Claim form or an electronic claim that is submitted to the Claims Administrator.

1.6 “Claimant” means any Settlement Class Member that submits a Claim to the Claims Administrator in such form and manner, and within such time, as the Court shall prescribe.

1.7 “Claims Administrator” means Verita Global or such other firm retained by Lead Plaintiff and Lead Counsel, subject to the approval of the Court, to provide all notices approved by the Court to potential Settlement Class Members and to administer the Settlement.

1.8 “Court” means the United States District Court for the Eastern District of Arkansas.

1.9 “Defendants” means EarthLink, Windstream, and the Individual Defendants.

1.10 “Defendants’ Counsel” means the law firms Skadden, Arps, Slate, Meagher & Flom LLP; Norton Rose Fulbright US LLP; and Wright, Lindsey & Jennings LLP.

1.11 “EarthLink” means EarthLink Holdings Corp.

1.12 “Effective Date,” or the date upon which the Settlement becomes Effective, means the first date by which all of the events and conditions specified in ¶7.1 of this Stipulation have been met, have occurred, or have been waived.

1.13 “Escrow Account” means the separate interest bearing escrow account designated and controlled by Lead Counsel into which the Settlement Amount will be deposited for the benefit of the Settlement Class.

1.14 “Escrow Agent” means Robbins Geller Rudman & Dowd LLP.

1.15 “Fee and Expense Application” means the application or applications Lead Counsel may submit to the Court for an award from the Settlement Fund for attorneys’ fees and payments and expenses incurred in connection with prosecuting the Action, plus any interest on such attorneys’ fees and expenses at the same rate and for the same periods as earned by the Settlement Fund (until paid) as may be awarded by the Court. The Fee and Expense Application may also include an application for a Lead Plaintiff Award.

1.16 “Fee and Expense Award” means any attorneys’ fees and expenses awarded by the Court, as set forth in Section 6.

1.17 “Final” means, with respect to the Judgment or, if applicable, any other court order, that no appeal has been filed and the prescribed time for commencing any appeal has expired or, if an appeal has been filed, either (a) the Judgment or other order has been finally affirmed or (b) the appeal from the Judgment or other order has been dismissed, and in either case, the time for any reconsideration or further appellate review has passed. For purposes of this definition of “Final,” an “appeal” includes any motion to alter or amend under Rule 52(b) or Rule 59(e) of the Federal Rules of Civil Procedure, any motion for reconsideration, any appeal as of right, discretionary appeal, interlocutory appeal, petition for writ of certiorari, or other proceeding involving writs of certiorari or mandamus, and any other proceedings of like kind. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to (i) the Plan of Allocation, (ii) the procedures for determining Authorized Claimant’s recognized claims, or (iii) the Court’s Fee and Expense Award, Lead Plaintiff Award, or any other award of attorneys’ fees, costs, or expenses to Lead Counsel or Lead Plaintiff, shall not in any way delay or affect the time set forth above for the Judgment to become Final or otherwise preclude the Judgment from becoming Final.

1.18 “Individual Defendants” means Susan D. Bowick, Joseph F. Eazor, Kathy S. Lane, Garry K. McGuire, R. Gerard Salemme, Julie A. Shimer, Marc F. Stoll, Walter L. Turek, Carol B. Armitage, Samuel E. Beall III, Jeannie H. Diefenderfer, Robert E. Gunderman, Jeffrey T. Hinson, William G. LaPerch, Larry Laque, Kristi Moody, Michael G. Stoltz, Tony Thomas, and Alan L. Wells.

1.19 “Judgment” means (i) the Final Judgment and Order of Dismissal with Prejudice to be entered by the Court finally approving the Settlement, substantially in the form attached hereto as Exhibit B, or (ii) any form of final judgment that may be entered by the Court in a form other than the form attached hereto as Exhibit B if none of the Settling Parties elects to terminate the Settlement in accordance with this Stipulation because of such variance.

1.20 “Lead Counsel” means the law firm Robbins Geller Rudman & Dowd LLP.

1.21 “Lead Plaintiff” means Robert Murray.

1.22 “Lead Plaintiff Award” means any award by the Court to the Lead Plaintiff for his service on behalf of the Settlement Class or for his reasonable time, costs, and expenses directly relating to the representation of the Settlement Class.

1.23 “Mediator” means Robert A. Meyer.

1.24 “Merger” means the transaction completed on February 27, 2017, whereby pursuant to the terms of the Merger Agreement dated November 5, 2016, EarthLink Holdings Corp. merged into Europa Merger Sub, Inc., a wholly-owned subsidiary of Windstream Services, LLC, and survived, and immediately following, merged with Europa Merger Sub, LLC, a wholly-owned subsidiary of Windstream Services, LLC, with the merger subsidiary surviving and changing its name to EarthLink Holdings, LLC.

1.25 “Net Settlement Fund” means the Settlement Fund less: (i) any Fee and Expense Award and Lead Plaintiff Award; (ii) Notice and Administration Expenses; (iii) Taxes and Tax Expenses; and (iv) any other fees or expenses awarded by the Court.

1.26 “Notice” means the Notice of Pendency and Proposed Settlement of Class Action described in paragraph 6 of the Preliminary Approval Order, as approved by the Court, which shall be substantially in the form attached hereto as Exhibit A-1.

1.27 “Notice and Administration Expenses” means reasonable costs and expenses actually incurred in connection with providing notice to the Settlement Class, locating Settlement Class Members, soliciting claims, assisting with the submission of Claims, processing Proofs of Claim, administering and distributing the Net Settlement Fund to Authorized Claimants, paying the transfer agent’s actual and reasonable fees and expenses, if any, and paying escrow fees and costs, if any.

1.28 “Notice Date” means the date 20 calendar days after the Court enters the Preliminary Approval Order.

1.29 “Offering Documents” means (a) the registration statement on Form S-4 that Windstream filed with the SEC on December 8, 2016, as amended on January 9, 2017, and January 13, 2017 (which, in the case of the January 13, 2017 amendment, was filed with the SEC on January 17, 2017), and declared effective on January 17, 2017; (b) the joint proxy statement/prospectus that Windstream filed with the SEC under Rule 424(B)(3) on January 24, 2017, and that was mailed to EarthLink and Windstream stockholders on or about January 25, 2017; (c) the joint proxy/prospectus that EarthLink filed with the SEC on Schedule 14A as a proxy statement on January 24, 2017; (d) the 8-K that EarthLink filed with the SEC pursuant to Rule 425 under the Securities Act on February 14, 2017; and (e) all documents incorporated by reference in, or supplements to, any of the foregoing documents.

1.30 “Person(s)” means any individual, corporation (including all divisions and subsidiaries), general or limited partnership, limited liability partnership, domestic partnership, marital community, association, joint stock company, joint venture, joint venturer, limited liability company, professional corporation, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity, including a Person’s heirs, beneficiaries, executors, administrators, predecessors, successors, representatives, or assignees when acting in their capacity as such.

1.31 “Plaintiff’s Counsel” means Lead Counsel and the law firms Johnson Fistel, LLP and Carney Bates & Pulliam, PLLC.

1.32 “Plan of Allocation” means the plan for allocating the Net Settlement Fund to Authorized Claimants as set forth in the Notice, or such other plan of allocation as the Court may approve.

1.33 “Preliminary Approval Order” means the order entered by the Court, substantially in the form attached hereto as Exhibit A, requesting, *inter alia*, preliminary approval of the Settlement, preliminary certification of the Settlement Class for settlement purposes, notice to the Settlement Class, and approval for the mailing of the Notice and publication of the Summary Notice, substantially in the forms of Exhibits A-1 and A-3, attached hereto, and the scheduling of the Settlement Hearing.

1.34 “Proof of Claim” means the form substantially in the form attached hereto as Exhibit A-2, that a Claimant must submit to request to share in a distribution of the Net Settlement Fund.

1.35 “Related Persons” means, for any applicable Person, each of that Person’s past, present, or future parents, subsidiaries, and affiliates, and their respective directors, officers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, controlling persons, attorneys, accountants or auditors, underwriters,

financial or investment advisors or consultants, commercial bankers or investment bankers, personal or legal representatives, predecessors, spouses, heirs, estates, executors, trustees, administrators, related or affiliated entities, any entity in which the Person has a controlling interest, any member of the Person's immediate family, or any trust of which any individual Person is the settlor or which is for the benefit of any Person and/or member(s) of his or her family as well as the successors and assigns of each of the foregoing.

1.36 "Released Claims" means the Released Plaintiffs' Claims and the Released Defendants' Claims.

1.37 "Released Defendant Parties" means each and all of Defendants, Defendants' Counsel, and each of their Related Persons.

1.38 "Released Defendants' Claims" means all claims and causes of action of every nature and description, including both known claims and Unknown Claims (as defined below), whether arising under federal, state, common, or foreign law, or any other law, that Defendants could have asserted against any of the Released Plaintiff Parties, including Plaintiff's Counsel, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims in the Action, except for claims relating to the enforcement of the Settlement. "Released Defendants' Claims" do not include (a) claims between or among Defendants or any combination of Defendants, including claims for indemnification, or (b) between Defendants and their insurers.

1.39 "Released Parties" means the Released Defendant Parties and the Released Plaintiff Parties.

1.40 "Released Plaintiff Parties" means Lead Plaintiff, each and every Settlement Class Member, Plaintiff's Counsel, and each of their Related Persons. Released Plaintiff Parties does not include any Person who timely and validly seeks exclusion from the Settlement Class.

1.41 “Released Plaintiffs’ Claims” means any and all potential or actual claims, demands, losses, rights, liabilities, and causes of action of every nature and description whatsoever, including both known claims and Unknown Claims (as defined below), whether arising under federal, state, common, or foreign law, or any other law, that have been asserted or could have been asserted in the Action or in any forum, whether foreign or domestic, that arise out of, are based on, or relate to in any way: (a) the allegations, facts, matters, events, transactions, acts, occurrences, statements, disclosures, representations, misrepresentations, and/or omissions which were or could have been alleged in the Second Amended Complaint or this Action (including claims relating to alleged false or misleading statements or omissions in the Offering Documents); (b) the exchange of EarthLink common stock for Windstream common stock in connection with the Merger; and (c) the purchase or acquisition of Windstream common stock pursuant or traceable to the Offering Documents. The Released Plaintiffs’ Claims shall not release any claims to enforce the Settlement.

1.42 “Request for Exclusion” means a written request to be excluded from the Settlement Class within the time and in the manner specified in the Court’s Preliminary Approval Order and the Notice.

1.43 “Second Amended Complaint” means the Second Amended Class Action Complaint for Violations of Federal Securities Laws, filed in the Action on May 27, 2021.

1.44 “Settlement” means the resolution of the Action in accordance with the terms and provisions of this Stipulation.

1.45 “Settlement Amount” means \$85,000,000.00 (Eighty-Five Million U.S. Dollars) to be paid by check or wire transfer to the Escrow Agent pursuant to Section 2.1 of this Stipulation.

1.46 “Settlement Class” means: (i) all Persons or entities who acquired Windstream common stock in exchange for their shares of EarthLink in connection with the close of the Merger between EarthLink and Windstream on or about February 27, 2017, and were damaged thereby; (ii)

all Persons or entities who held EarthLink common stock as of January 23, 2017, the record date for EarthLink stockholders in the Merger, and acquired Windstream common stock in exchange for their shares of EarthLink in connection with the close of the Merger on or about February 27, 2017, and were damaged thereby; and (iii) all Persons or entities who purchased or otherwise acquired Windstream common stock pursuant and/or traceable to the Offering Documents, and were damaged thereby. Excluded from the Settlement Class are Defendants and their immediate families, any entity in which a Defendant has a controlling interest, and the legal representatives, heirs, successors, or assigns of any such excluded party. Also excluded from the Settlement Class are all Persons and entities who timely and validly request exclusion from the Settlement Class in accordance with the requirements set by the Court in connection with the Notice of Pendency and Proposed Settlement of Class Action and the legal representatives, affiliates, heirs, successors, or assigns of any such excluded Person.

1.47 “Settlement Class Member” means a Person who falls within the definition of the Settlement Class.

1.48 “Settlement Fund” means the Settlement Amount and any interest and income earned thereon.

1.49 “Settlement Hearing” means the hearing set by the Court to determine whether (i) the Settlement is fair, reasonable, and adequate and should be approved; (ii) the Settlement Class should be certified for settlement purposes; (iii) the Plan of Allocation is fair, reasonable, and adequate and should be approved; and (iv) the Fee and Expense Application should be approved.

1.50 “Settling Parties” means Defendants and Lead Plaintiff, on behalf of himself and the Settlement Class.

1.51 “Stipulation” means this Stipulation of Settlement.

1.52 “Summary Notice” means the summary notice of proposed Settlement and hearing for publication, which shall be substantially in the form attached hereto as Exhibit A-3.

1.53 “Supplemental Agreement” means the Supplemental Agreement Regarding Requests for Exclusion as described in ¶7.4.

1.54 “Tax” or “Taxes” means any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (including any estimated taxes, interest, penalties, additions to tax, and additional amounts imposed with respect thereto) imposed by any governmental authority, including, but not limited to, any local, state, or federal taxes.

1.55 “Tax Expenses” means expenses and costs incurred in connection with the calculation and payment of Taxes or the preparation of tax returns and related documents, including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs relating to filing (or failing to file) the returns described in ¶2.9.

1.56 “Unknown Claims” means (a) any and all Released Plaintiffs’ Claims that any Released Plaintiff Party does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and (b) any and all Released Defendants’ Claims that any Released Defendant Party does not know or suspect to exist in his, her or its favor, regardless of whether such claim(s), if known by any Released Party, might have affected his, her or its decision to enter into this Settlement, execute this Stipulation, and agree to all the various releases set forth herein, or might have affected his, her or its decision not to object to this Settlement or not exclude himself, herself or itself from the Settlement Class. Unknown Claims include, without limitation, those claims in which some or all of the facts composing the claim may be unsuspected, undisclosed, concealed, or hidden. With respect to any and all Released Claims, the Released Parties stipulate and agree that, upon the Effective Date, Released Plaintiff Parties (as regards the Released Plaintiffs’ Claims) and Released Defendant Parties (as regards the Released Defendants’ Claims) shall

expressly waive and relinquish, and each Settlement Class Member shall be deemed to have and by operation of law and of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights, and benefits conferred by Cal. Civ. Code §1542, or any law of any state or territory of the United States, or principle of common law or of international or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Released Parties acknowledge, and shall be deemed by operation of law to have acknowledged, that they may hereafter discover facts, legal theories, or authorities in addition to or different from those which he, she, it, or their counsel now knows or believes to be true with respect to the subject matter of the Released Plaintiffs' Claims or Released Defendants' Claims, but (a) the Released Plaintiff Parties shall expressly fully, finally, and forever compromise, settle, and release, and, upon the Effective Date, and by operation of the Judgment, shall have compromised, settled, and released, fully, finally, and forever, any and all Released Plaintiffs' Claims against the Released Defendant Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities, and (b) the Released Defendant Parties shall expressly fully, finally, and forever compromise, settle, and release, and, upon the Effective Date, and by operation of the Judgment, shall have compromised, settled, and released, fully, finally, and forever, any and all Released Defendants'

Claims against the Released Plaintiff Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Released Parties acknowledge, and shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is an essential element of the Settlement of which this release is a part.

1.57 “Windstream” means Windstream Holdings, Inc.

2. The Settlement

a. The Settlement Amount

2.1 In full and final settlement of the Action and the Released Claims, and in consideration of the Releases provided for in this Stipulation, Windstream, on behalf of all Defendants, shall pay or shall cause the Settlement Amount to be paid into the Escrow Account within thirty (30) calendar days after the later of: (a) entry of the Preliminary Approval Order; or (b) the Escrow Agent or Lead Counsel providing to Defendants’ Counsel all information necessary to effectuate a transfer of funds to the Escrow Account, including, without limitation, (i) a completed and executed form W-9 for the Settlement Fund that reflects a valid tax identification number; (ii) wire transfer instructions (including bank name and ABA routing number, address, account name, account number, email contact information and a physical address for the Escrow Agent); (iii) the name and telephone number of an individual with knowledge who can verbally confirm the wire transfer instructions; and (iv) additional completed forms as may be required by each payor entity (e.g., EFT forms, ACH forms, contact information at bank for verification purposes).

2.2 Lead Counsel shall have the right, but not the obligation, to terminate the Settlement fifteen (15) calendar days after Windstream's failure to timely pay the Settlement Amount into the Escrow Account under ¶2.1, but only if: (i) Lead Counsel has provided Defendants' Counsel with written notice of Lead Counsel's intention to terminate the Settlement; and (ii) the entire Settlement Amount is not transferred to the Escrow Account within fourteen (14) calendar days after Lead Counsel has provided such written notice.

2.3 Other than the obligation to cause the payment of the Settlement Amount in accordance with the terms of ¶2.1 herein, Defendants shall have no obligation to make any other payments pursuant to this Stipulation.

b. The Escrow Agent

2.4 The Escrow Agent shall invest the Settlement Amount deposited pursuant to ¶2.1 in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or in money funds holding only instruments backed by the full faith and credit of the United States Government, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. All costs and risks related to the investment of the Settlement Amount and the Settlement Fund in accordance with the guidelines set forth in this paragraph shall be borne by the Settlement Fund.

2.5 The Escrow Agent shall not disburse the Settlement Fund except: (a) as provided in this Stipulation; (b) by an order of the Court; or (c) with the prior written agreement of counsel for the Settling Parties.

2.6 Subject to further order(s) and/or directions as may be made by the Court, or as provided in this Stipulation, the Escrow Agent is authorized to execute such transactions as are provided for under the terms of this Stipulation. The Released Defendant Parties shall have no

responsibility for, interest in, or liability whatsoever with respect to the actions of the Escrow Agent, or any transaction executed by the Escrow Agent.

2.7 The Settlement Fund held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as the Net Settlement Fund shall be distributed to Authorized Claimants or returned pursuant to this Stipulation and/or further order(s) of the Court.

2.8 Prior to the Effective Date and without further order of the Court, up to \$250,000.00 (Two Hundred Fifty Thousand U.S. Dollars) of the Settlement Fund may be used by the Escrow Agent to pay Notice and Administration Expenses. After the Effective Date, Lead Counsel may pay all further reasonable Notice and Administration Expenses, regardless of amount, without further order of the Court. In the event that the Settlement is not consummated, money paid or costs actually incurred or due and owing for these notice and administration purposes shall not be returned to the entities that funded the Settlement Fund. In any event, no Defendant or any of their Related Persons shall bear any cost or have any responsibility for the Notice or any additional notices to the Settlement Class.

c. Taxes

2.9 With respect to Taxes, the Settling Parties agree as follows:

(a) The Settlement Fund shall be treated as being, at all times, a “qualified settlement fund” within the meaning of Treasury Regulation §1.468B-1 and the regulations promulgated thereunder. The Settlement Fund shall be established pursuant to the Court’s subject matter jurisdiction within the meaning of Treas. Reg. §1.468B-1(c)(1). In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this ¶2.9, including the “relation-back election” (as defined in Treasury Regulation §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and

requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(b) For the purpose of §1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” (as defined in Treas. Reg. §1.468B-2(k)(3)) shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other federal, state, or local tax returns necessary or advisable with respect of the Settlement Fund (including, without limitation, the returns described in Treasury Regulation §1.468B-2(k)). Such returns (as well as the election described in ¶2.9(a)) shall be consistent with this ¶2.9 and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶2.9(c) hereof.

(c) All (i) Taxes (including any estimated Taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Defendant Parties or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “Qualified Settlement Fund” for federal or state income tax purposes, and (ii) Tax Expenses, including expenses and costs incurred in connection with the operation and implementation of this ¶2.9, shall be paid out of the Settlement Fund by the Escrow Agent; in all events the Released Defendant Parties and their counsel shall have no liability or responsibility for the Taxes or the Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized

Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation §1.468B-2(1)(2)); neither the Released Defendant Parties nor their counsel are responsible nor shall they have any liability for any Taxes or Tax Expenses. The Settling Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶2.9.

(d) No opinion or advice concerning the Tax consequences of the proposed Settlement to individual Settlement Class Members is being given or will be given by the Settling Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Settlement Class Member's Tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the Tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

d. Termination of Settlement

2.10 In the event the Settlement is not approved, or is terminated, canceled, or the Effective Date fails to occur for any reason, including, without limitation, in the event the Judgment is reversed, vacated, or altered following any appeal taken therefrom, or is successfully collaterally attacked, that portion of the Settlement Fund that has been paid or transferred (including accrued interest), less expenses actually incurred or due and owing for Notice and Administration Expenses, Taxes or Tax Expenses pursuant to ¶¶2.8 or 2.9, shall be refunded to the entities that paid the Settlement Amount in accordance with ¶¶6.3 and 7.6.

3. Preliminary Approval Order and Settlement Hearing

3.1 Promptly after execution of this Stipulation, Lead Counsel shall submit this Stipulation together with its exhibits (the "Exhibits") to the Court and shall apply for entry of the Preliminary Approval Order, substantially in the form of Exhibit A attached hereto, requesting, *inter*

alia, preliminary approval of the Settlement, preliminary certification of the Settlement Class for settlement purposes, notice to the Settlement Class, and approval for the mailing of the Notice and publication of the Summary Notice, substantially in the forms of Exhibits A-1 and A-3, attached hereto, and the scheduling of the Settlement Hearing. The Notice shall include the general terms of the Settlement set forth in this Stipulation, the proposed Plan of Allocation, the general terms of the Fee and Expense Application, and the expected date of the Settlement Hearing.

3.2 Lead Counsel shall request that, after notice is given to the Settlement Class, the Court hold the Settlement Hearing and approve the Settlement of the Action as set forth herein, the proposed Plan of Allocation, and the Fee and Expense Application.

3.3 If the Settlement is approved by the Court, the Settling Parties shall request that the Court enter a Judgment, substantially in the form attached hereto as Exhibit B.

3.4 Without conceding that such notice is required by law, no later than ten (10) calendar days after the Court enters the Preliminary Approval Order, Defendants shall serve notice of the proposed Settlement to the appropriate federal and state officials under the Class Action Fairness Act, 28 U.S.C. §1715 (“CAFA”), and shall pay any and all costs associated with providing such notice.

3.5 Any Settlement Class Member who wishes to request exclusion from (*i.e.*, opt out of) the Settlement Class must submit a written Request for Exclusion within the time and in the manner specified in the Court’s Preliminary Approval Order and the Notice.

4. Releases

4.1 Upon the Effective Date, each of the Released Plaintiff Parties, including Lead Plaintiff and each member of the Settlement Class (a) shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, relinquished, waived, and discharged against each and every one of the Released Defendant Parties

(whether or not such Released Plaintiff Party executes and delivers the Proof of Claim or shares in the Net Settlement Fund) any and all Released Plaintiffs' Claims (including, without limitation, Unknown Claims), and (b) shall forever be barred and enjoined from asserting, commencing, instituting, prosecuting, assisting, or maintaining any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative or other forum, foreign or domestic, asserting the Released Plaintiffs' Claims (including without limitation, Unknown Claims) against any and all of the Released Defendant Parties, whether or not such Released Plaintiff Party executes and delivers the Proof of Claim or shares in the Net Settlement Fund. Nothing in this provision shall preclude Plaintiff's Counsel from bringing a claim against any Released Defendant Party on behalf of a client who is not a Released Plaintiff Party, except that Plaintiff's Counsel shall be precluded from bringing or making any claim on behalf of themselves in their own individual capacity, whether by representing themselves or being represented by separate counsel. The Court shall retain exclusive jurisdiction to interpret and enforce the permanent injunction described in this paragraph.

4.2 Each Proof of Claim that is executed by a Settlement Class Member shall release all Released Plaintiffs' Claims against the Released Defendant Parties.

4.3 Upon the Effective Date, each of the Released Defendant Parties (a) shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever compromised, settled, released, relinquished, and discharged each and every one of the Released Plaintiff Parties, including Plaintiff's Counsel, from all Released Defendants' Claims (including, without limitation, Unknown Claims), and (b) shall forever be barred and enjoined from asserting, commencing, instituting, prosecuting, assisting, or maintaining any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative or other forum, foreign or domestic, asserting the Released Defendants' Claims (including without limitation, Unknown Claims) against any and all of the Released Plaintiff Parties, including Plaintiff's Counsel. The Court shall retain exclusive

jurisdiction to interpret and enforce the permanent injunction described in this paragraph. Notwithstanding the foregoing, nothing in this Stipulation or its Exhibits shall be construed as limiting, modifying, or otherwise affecting any insurance coverage or policies that may be available to any of the Released Defendant Parties.

4.4 The Judgment shall contain a bar order (“Bar Order”) that shall, pursuant to the PSLRA and common law, bar all future claims and claims by any individual or entity against any of the Released Defendant Parties, and by the Released Defendant Parties against any individual or entity, for (a) contribution or indemnity (or any other claim or claim, however denominated on whatsoever theory) arising out of or related to the claims or allegations asserted by Lead Plaintiff in the Action, or (b) any other claim of any type, whether arising under state, federal, common, or foreign law, for which the injury claimed is that Person’s actual or threatened liability to Lead Plaintiff and/or Settlement Class Members arising out of or related to the claims or allegations asserted by Lead Plaintiff in the Action. The Bar Order shall also provide that any final verdict or judgment that may be obtained by or on behalf of the Settlement Class or a Settlement Class Member against any individual or entity subject to the Bar Order shall be reduced by the greater of: (a) an amount that corresponds to the percentage of responsibility of Defendants for common damages; or (b) the amount paid by or on behalf of Defendants to the Settlement Class or Settlement Class Members for common damages. Nothing in the Bar Order or this Stipulation shall release any claims that Defendants may have against their own respective liability insurance carriers. Nothing in the Bar Order or this Stipulation shall be construed to impair, negate, diminish, or adversely affect any rights of Defendants or their successors or assigns under or with respect to any insurance policies, including, but without limitation, any rights to seek to recover or to recover insurance proceeds or payments under any insurance policies with respect to amounts paid pursuant to this Stipulation or incurred in connection with the Action, or any other actual or alleged loss or liability,

and Defendants expressly reserve all rights, claims, positions, arguments, contentions, and defenses with respect to such matters.

5. Administration and Calculation of Claims, Final Awards, and Supervision and Distribution of the Settlement Fund

5.1 The Claims Administrator, subject to such supervision and direction of the Court as may be necessary or as circumstances may require, shall provide notice of the Settlement to the Settlement Class, shall administer and calculate the claims submitted by Settlement Class Members, and shall oversee distribution of the Net Settlement Fund to Authorized Claimants. The Released Defendant Parties shall have no responsibility whatsoever for, interest in, or any liability whatsoever with respect to the administration of the Settlement or the actions or decisions of the Claims Administrator.

5.2 In accordance with the schedule set forth in the Preliminary Approval Order, the Claims Administrator will mail the Notice, substantially in the form of Exhibit A-1 attached hereto, and a Proof of Claim, substantially in the form of Exhibit A-2 attached hereto, to all shareholders of record, or nominees. The Notice and Proof of Claim shall also be posted on the Settlement website. In accordance with the schedule set forth in the Preliminary Approval Order, the Summary Notice, substantially in the form of Exhibit A-3 attached hereto, will also be published once in the national edition of *The Wall Street Journal* and once over a national newswire service. To the extent there are updates or modifications to the Notice, Proof of Claim, and Summary Notice to the Settlement Class, such updates will be reflected on a settlement website to be maintained by the Claims Administrator for the purpose of providing Settlement Class Members with information relating to the Settlement. The Released Defendant Parties shall have no responsibility for, or liability whatsoever with respect to, the Notice and Administration Expenses, nor shall they have any responsibility or liability whatsoever for any claims with respect thereto. The cost of providing such notice shall be paid out of the Settlement Fund.

5.3 The Settlement Fund shall be applied as follows:

- (a) to pay all Notice and Administration Expenses;
- (b) to pay all Taxes and Tax Expenses;
- (c) to pay any Fee and Expense Award and any Lead Plaintiff Award, if and to

the extent allowed by the Court; and

(d) after the Effective Date, to distribute the Net Settlement Fund to Authorized Claimants as provided by this Stipulation, the Plan of Allocation, or orders of the Court.

5.4 Upon the Effective Date and thereafter, and in accordance with the terms of this Stipulation, the Plan of Allocation, or such further approval and further order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Fund shall be distributed to Authorized Claimants, subject to and in accordance with ¶¶5.5-5.12 below.

5.5 Each Person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim, substantially in the form of Exhibit A-2 attached hereto, postmarked (for U.S. mail) or received by the private carrier (*e.g.*, Federal Express, UPS, etc.), or received electronically by the Claims Administrator by no later than ninety (90) calendar days after mailing of the Notice or such other time as may be set by the Court (the “Bar Date”). Each Proof of Claim shall be signed under penalty of perjury and supported by such documents as are specified in the Proof of Claim and as are reasonably available to such Person.

5.6 All Settlement Class Members who fail to timely submit a Proof of Claim, or who submit a Proof of Claim that is rejected, shall be forever barred from receiving any payments pursuant to this Stipulation and the Settlement set forth herein, but will in all other respects be subject to and bound by the provisions of this Stipulation, the releases contained herein, and the Judgment, and will be barred from bringing any action against the Released Defendant Parties concerning any Released Plaintiffs’ Claim. Notwithstanding the foregoing, Lead Counsel shall have

the discretion (but not the obligation) to accept late-submitted but otherwise valid Claims for processing so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby.

5.7 Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, who shall determine, in accordance with this Stipulation, the Preliminary Approval Order, and the approved Plan of Allocation, the extent, if any, to which each Claim shall be allowed, subject to review by the Court. The Claims Administrator shall calculate the claims of Authorized Claimants in accordance with the Plan of Allocation set forth in the Notice and approved by the Court. Following the Effective Date, the Claims Administrator shall send to each Authorized Claimant his, her, or its *pro rata* share of the Net Settlement Fund, as long as the Authorized Claimant will receive a distribution with a value of at least \$10.00.

5.8 As of the Effective Date, Defendants shall not have a reversionary interest in the Net Settlement Fund, and shall not have liability should Claims made exceed the amount available in the Net Settlement Fund for payment of such Claims. If there is any balance remaining in the Net Settlement Fund after a reasonable amount of time following the date of the initial distribution of the Net Settlement Fund, Lead Counsel shall, if feasible, reallocate such balance in an equitable and economical fashion among Authorized Claimants who negotiated the checks sent to them in the initial distribution and who would receive an additional distribution with a value of at least \$10.00. These reallocations shall be repeated until the balance remaining in the Net Settlement Fund is *de minimis* and such remaining balance shall then be donated to the Legal Aid of Arkansas.

5.9 Other than the obligation to pay or cause to be paid the Settlement Amount into the Settlement Fund, as set forth in ¶2.1 herein and Defendants' obligation to pay costs associated with CAFA, as set forth in ¶3.4 herein, the Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the administration of the Settlement or the actions

or decisions of the Claims Administrator and shall have no liability whatsoever to the Released Plaintiff Parties in connection with such administration, including, but not limited to: (a) any act, omission, or determination by Lead Counsel, the Escrow Agent, the Claims Administrator, or any of their respective designees or agents in connection with the administration of the Settlement or otherwise; (b) the management, investment, or distribution of the Settlement Fund; (c) the Plan of Allocation; (d) the determination, administration, calculation, or payment of any Proof of Claim; (e) any loss suffered by, or fluctuation in value of, the Settlement Fund; (f) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund, distributions, or other payments from the Escrow Account, or the filing of any federal, state, or local returns; or (g) the payment of any other Notice and Administration Expenses.

5.10 Defendants shall take no position with respect to the Plan of Allocation or any other such plan as may be approved by the Court.

5.11 It is understood and agreed by the Settling Parties that any proposed Plan of Allocation of the Net Settlement Fund, including, but not limited to, any adjustments to an Authorized Claimant's claim set forth therein, is not a part of this Stipulation and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Stipulation, and any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel the Settlement or affect the finality of the Court's Judgment approving the Settlement, or any other orders entered pursuant to this Stipulation. The Settling Parties shall be bound by the terms of this Stipulation, irrespective of whether the Court disapproves or modifies the Plan of Allocation.

5.12 No Person shall have any claim against Lead Plaintiff, the Settlement Class, Plaintiff's Counsel, Released Defendant Parties, Defendants' Counsel, or the Claims Administrator

based on distributions made substantially in accordance with the Settlement, this Stipulation, and the Plan of Allocation, or otherwise as further ordered by the Court.

6. Plaintiff's Counsel's Attorneys' Fees and Expenses

6.1 Plaintiff's Counsel may submit a Fee and Expense Application. Any Fee and Expense Award or Lead Plaintiff Award shall be payable solely from the Settlement Fund.

6.2 Subject to Court approval, any Fee and Expense Award shall be paid to Lead Counsel from the Settlement Fund, as ordered, immediately upon entry by the Court of the Fee and Expense Award. This provision shall apply notwithstanding timely objection to, potential for appeal from, or collateral attack on, the Settlement, any part thereof, or any Fee and Expense Award. Lead Counsel shall thereafter allocate the Fee and Expense Award among Plaintiff's Counsel in a manner that Lead Counsel in good faith believes reflects the contributions of such counsel to the prosecution and resolution of the Action. Any Lead Plaintiff Award shall be payable only after the Judgment becomes Final.

6.3 In the event that the Judgment or any Fee and Expense Award or Lead Plaintiff Award is reversed or modified, or if the Settlement is cancelled or terminated for any reason, then (a) Lead Counsel and such other Plaintiff's Counsel who have received any portion of the Fee and Expense Award, and (b) Lead Plaintiff shall, in an amount consistent with such reversal or modification, refund such fees, expenses, or award to the Settlement Fund pursuant to ¶2.10, plus the interest earned thereon at the same rate earned by the Settlement Fund, within twenty-one (21) calendar days from receiving notice from Defendants' Counsel or from a court of competent jurisdiction. Any refunds of the Fee and Expense Award required pursuant to this paragraph shall be the several obligation of each Plaintiff's Counsel to make appropriate refunds or repayments to the Settlement Fund. Each Plaintiff's Counsel, as a condition of receiving such fees or expenses on behalf of itself and each partner and/or shareholder of it, agrees that its law firm and its partners,

members, and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph.

6.4 The procedure for and the allowance or disallowance by the Court of the Fee and Expense Application, to be paid out of the Settlement Fund, are not part of the Settlement set forth in this Stipulation, and the Fee and Expense Application shall be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. The approval of the Settlement, and its becoming Final, shall not be contingent on nor otherwise affected by the grant or denial, in whole or in part, of any Fee and Expense Application, nor by any appeals or modifications of any resulting Fee and Expense Award or Lead Plaintiff Award. Any order or proceeding relating to the Fee and Expense Application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Settlement, or affect or delay the validity, enforceability, or finality of the Judgment approving the Settlement.

6.5 Defendants and their Related Persons shall have no responsibility for, and no liability whatsoever with respect to, any payment to Plaintiff's Counsel or Lead Plaintiff from the Settlement Fund or the allocation among Plaintiff's Counsel and/or any other person who may assert some claim to any Fee and Expense Award or Lead Plaintiff Award.

7. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

7.1 The Effective Date of the Settlement shall be deemed to occur on the occurrence of all of the following events:

- (a) the Court has entered the Preliminary Approval Order, substantially in the form of Exhibit A attached hereto, as required by ¶3.1;
- (b) the Settlement Amount has been deposited into the Escrow Account pursuant to this Stipulation;

(c) No Settling Party has exercised his, her, or its option to terminate the Settlement pursuant to this Stipulation;

(d) the Court has approved the Settlement as described herein, following notice to the Settlement Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure, and entered the Judgment; and

(e) the Judgment has become Final, as defined in ¶1.17.

7.2 The occurrence of the Effective Date is not conditioned on the Court having approved a Plan of Allocation for the Settlement proceeds or a claims process having begun. It is expressly understood and agreed that the determination of when the Plan of Allocation for the proceeds of the Settlement should be presented to the Court for approval is to be made solely by Lead Plaintiff. Upon the occurrence of all of the events referenced in ¶7.1 above, any and all remaining interest or right of Defendants in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the releases herein shall be effective. No order of the Court or modification or reversal on appeal of any such order of the Court concerning the Plan of Allocation, any Fee and Expense Award, any Lead Plaintiff Award, and any interest awarded by the Court to Plaintiff's Counsel or Lead Plaintiff shall constitute grounds for cancellation or termination of the Settlement.

7.3 If all of the conditions specified in ¶7.1 are not met, then the Settlement shall be canceled and terminated subject to ¶7.5 unless Lead Counsel and Defendants' Counsel on behalf of their respective clients mutually agree in writing to proceed with the Settlement.

7.4 Windstream shall also have the unilateral right to terminate the Settlement in the event that Persons timely and validly requesting exclusion from the Settlement Class meet the conditions set forth in the Supplemental Agreement, in accordance with the terms of that agreement. The Supplemental Agreement, which is being executed concurrently with this Stipulation, shall not be filed with the Court and its terms shall not be disclosed in any other manner (other than the

statements herein and in the Notice, to the extent necessary, or as otherwise provided in the Settlement Agreement) unless and until the Court otherwise directs or a dispute arises between Lead Plaintiff and Windstream concerning its interpretation or application, in which event the Settling Parties shall submit the Supplemental Agreement to the Court *in camera* and request that the Court afford it confidential treatment.

7.5 Lead Plaintiff and Defendants shall each have the right to terminate the Settlement by providing written notice of their election to do so to all other parties hereto within thirty (30) calendar days of: (a) the Court's final refusal to enter the Preliminary Approval Order in any material respect; (b) the Court's final refusal to approve the Settlement or any material part thereof; (c) the Court's final refusal to enter the Judgment in any material respect as to the Settlement; or (d) the date upon which the Judgment is modified or reversed in any material respect by the Court of Appeals or the United States Supreme Court. Notwithstanding the foregoing, any order of the Court or modification or reversal on appeal of any order of the Court concerning the Plan of Allocation, the Fee and Expense Award, or any Lead Plaintiff Award, shall not be considered material to the Settlement, shall not affect the finality of any Judgment, and shall not constitute grounds for cancellation or termination of this Stipulation.

7.6 Unless otherwise ordered by the Court, in the event the Settlement is not approved, or this Stipulation or the Settlement is terminated or canceled, or the Effective Date otherwise fails to occur for any reason, then:

(a) The Settlement and the relevant portions of this Stipulation as set forth below shall be cancelled and terminated;

(b) The Settling Parties shall revert to their respective positions in the Action as of May 6, 2024;

(c) The terms and provisions of this Stipulation, with the exception of §§1.1-1.56, 2.5, 2.6, 2.8-2.10, 6.3, 7.2-7.7, 8.1-8.4, 9.2, 9.4-9.9, 9.11, 9.13-9.15, 9.17, and 9.19-9.23, shall have no further force and effect with respect to the Settling Parties and shall not be used in this Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*; and

(d) Within twenty-one (21) calendar days after Defendants' Counsel or Lead Counsel sends written notification to the Escrow Agent that the Settlement was not approved, or this Stipulation or the Settlement was terminated or canceled, or the Effective Date otherwise failed to occur, the Settlement Fund (including accrued interest), less expenses which have either been incurred or disbursed pursuant to §§2.8 or 2.9, shall be refunded to the Persons that contributed any portion of the Settlement Amount to the Settlement Fund, in the proportional amount of their contribution, pursuant to written instructions provided by Defendants' Counsel to the Escrow Agent. At the request of Defendants' Counsel and pursuant to written direction provided by Defendants' Counsel to the Escrow Agent, the Escrow Agent or its designee shall apply for any Tax refund owed on the Settlement Fund and pay the proceeds, after deduction of any expenses incurred in connection with such application(s) for refund, to the same Persons in the same manner as the Settlement Fund described in this paragraph.

7.7 Each Defendant warrants and represents as to himself, herself, or itself only, that he, she, or it is not "insolvent" within the meaning of 11 U.S.C. §101(32) as of the time this Stipulation is executed and as of the time the payments of the Settlement Amount are actually transferred or made as reflected in this Stipulation. This representation is made by Defendants and not by Defendants' Counsel. In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Settlement Amount, or any portion thereof, by or on behalf of any Defendant to be a preference, voidable transfer, fraudulent transfer or similar

transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law and any portion thereof is required to be refunded and such amount is not promptly deposited in the Escrow Account by or on behalf of any other Defendant, then, at the election of Lead Counsel, as to the Defendant as to whom such order applies, the Settlement may be terminated and the releases given and the judgment entered in favor of such Defendant pursuant to the Settlement shall be null and void. In such instance, the releases given and the Judgments entered in favor of other Defendants shall remain in full force and effect. Alternatively, Lead Counsel may elect to terminate the entire Settlement as to all Defendants and all of the releases given and the judgments entered in favor of the Defendants pursuant to the Settlement shall be null and void and Lead Plaintiff may proceed as if the Settlement were never entered into.

8. No Admission

8.1 The Settling Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Action and the Released Claims. The Settlement shall not be deemed an admission by any Settling Party or any of the Released Parties as to the merits of any claim or defense.

8.2 Defendants have denied and continue to deny each and all of the claims and contentions alleged by Lead Plaintiff in this Action. Neither this Stipulation (whether or not consummated), including the Exhibits attached hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of this Stipulation, nor any proceedings taken pursuant to or in connection with this Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be (i) offered or used against any of the Released Defendant Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission

by any of the Released Defendant Parties with respect to the truth of any fact alleged by Lead Plaintiff or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendant Parties, or (ii) in any way referred to for any other reason as against any of the Released Defendant Parties, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall be (i) offered or used against any of the Released Plaintiff Parties, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Plaintiff Parties that any of their claims are without merit, that any of the Released Defendant Parties had meritorious defenses, or that damages recoverable from Defendants under the Second Amended Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or (ii) in any way referred to for any other reason as against any of the Released Plaintiff Parties, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

(c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial against Defendants.

(d) Provided, however, that if this Stipulation is approved by the Court, the Released Parties and their respective counsel may refer to the Settlement and/or the Judgment to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.

8.3 The Settling Parties agree that (a) based upon the publicly available information at the time, the Action was filed and defended in good faith and was not frivolous; (b) they are entering into the Settlement voluntarily after extensive negotiations and consultation with experienced legal counsel who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses; (c) throughout the course of the Action, all parties and their counsel acted in good faith and complied with the provisions of the Federal Rules of Civil Procedure, including, but not limited to, Rule 11 thereof; and (d) the Judgment shall contain a finding that during the course of the Action, the parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11. The Settling Parties and their counsel agree not to assert in any statement made to any media representative (whether or not for attribution) that the Action was commenced or prosecuted by Lead Plaintiff or defended by Defendants in bad faith, nor will they deny that the Action was commenced and prosecuted and defended in good faith. In all events, the Settling Parties and their counsel shall not make any accusations of wrongful or actionable conduct by any party concerning the prosecution, defense, and resolution of the Action and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum regarding the Action, including that the Action was brought or defended in bad faith or without a reasonable basis. Defendants retain the right to deny that the claims asserted in the Action were meritorious.

8.4 Solely for purposes of this Settlement and for no other purpose, Defendants do not contest: (a) certification of the Action as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure on behalf of the Settlement Class; (b) certification of Lead Plaintiff as class representative for the Settlement Class; and (c) appointment of Lead Counsel as class counsel for the Settlement Class pursuant to Rule 23(g) of the Federal Rules of Civil Procedure. In

the event that the Settlement is terminated pursuant to the terms of this Stipulation, the certification of the Settlement Class in connection with this Settlement shall become null and void. In such case, Defendants shall have the right to continue to oppose certification of any class in this Action.

9. Miscellaneous Provisions

9.1 The Settling Parties (a) acknowledge that it is their intent to consummate this Stipulation and the Settlement set forth therein; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of this Stipulation expeditiously.

9.2 The Settling Parties agree that this Stipulation is intended to inure to the benefit of, and be enforceable by, all Released Parties and their successors and assigns, including any Person into or with which any Defendant may merge, consolidate, or reorganize.

9.3 The Released Defendant Parties may file this Stipulation and/or the Judgment in any other action that has been or may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, statute of limitations, statute of repose, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim, or to effectuate any liability protection under any applicable insurance policy. The Settling Parties may file this Stipulation and/or the Judgment in any action that may be brought to enforce the terms of this Stipulation and/or Judgment. All Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

9.4 Whether or not the Settlement is approved by the Court and whether or not the Settlement is consummated, or the Effective Date occurs, Lead Plaintiff, Defendants, and their respective counsel shall use their best efforts to keep all negotiations, discussions, and drafts in connection with this Stipulation confidential; ***provided, however***, that nothing herein shall prohibit

disclosure of the foregoing to (a) Defendants' respective liability insurance carriers or reinsurers; and (b) to any regulatory, self-regulatory, or governmental entity or agency. To the extent disclosure is made pursuant to this paragraph, nothing in this Stipulation prohibits or restricts any Settling Party or its attorney from initiating communications directly with, responding to any inquiry from, or otherwise cooperating in any criminal or other investigative proceeding by any such regulatory, self-regulatory, or governmental entity or agency without notice to any other Settling Party.

9.5 All agreements made and orders entered during the course of the Action relating to the confidentiality of documents and information shall survive this Stipulation.

9.6 All of the Exhibits to this Stipulation are material and integral parts hereof and are fully incorporated herein by this reference. Notwithstanding the foregoing, in the event of a conflict or inconsistency between the terms of this Stipulation and the terms of any Exhibit attached hereto, the terms of this Stipulation shall control.

9.7 This Stipulation, the Exhibits thereto, and the Supplemental Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors.

9.8 No waiver of any term or provision of this Stipulation, or of any breach or default hereof or hereunder, shall be valid or effective unless in writing and signed by or on behalf of all Settling Parties or their respective successor. No waiver of any term or provision of this Stipulation, or of any breach or default hereof or hereunder, shall be construed as a waiver of the same or any other term or provision or of any previous or subsequent breach thereof.

9.9 This Stipulation, the Exhibits attached hereto, and the Supplemental Agreement constitute the entire agreement among the Settling Parties as to the subject matter hereof, and supersede any prior or contemporaneous written or oral agreements or understandings between the Settling Parties. No representations, warranties, or inducements have been made to any Settling

Party concerning this Stipulation or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. Each Settling Party expressly disclaims any reliance on any representations, warranties, inducements, or omissions by a counterparty concerning this Stipulation, its Exhibits, or the Supplemental Agreement, other than the representations, warranties, and covenants contained and memorialized in such documents. Lead Plaintiff acknowledges that he is entering into this Stipulation and the Settlement based on his own and Plaintiff's Counsel's investigation and after consultation with Plaintiff's Counsel.

9.10 Except as otherwise provided herein (or, as between Defendants, in any separate agreements between them), each Settling Party shall bear its own costs.

9.11 This Stipulation shall be construed and interpreted to effectuate the intent of the Settling Parties, which is to resolve completely those claims and disputes, including those alleged in the Action, as more fully described herein. If any provision of this Stipulation shall be determined to be invalid, void, or illegal, such provision shall be construed and amended in a manner that would permit its enforcement, but in no event shall such provision affect, impair, or invalidate any other provision hereof.

9.12 Neither Lead Plaintiff nor Defendants shall be bound by this Stipulation if the Court modifies material terms thereof; provided, however, that it shall not be a basis for Lead Plaintiff to terminate the Settlement if the Court modifies any proposed Plan of Allocation or criteria for allocation of the Net Settlement Fund amongst Authorized Claimants, or if the Plan of Allocation is modified on appeal. Nor shall it be a basis to terminate the Settlement if the Court disapproves of or modifies the terms of this Stipulation with respect to attorneys' fees or expenses or the distribution of the Net Settlement Fund. Notwithstanding any such modification of the terms or Plan of Allocation or this Stipulation with respect to attorneys' fees or expenses, Defendants shall be entitled

to all benefits of the Settlement and shall not, under any circumstances, be called upon to contribute additional funds in addition to the Settlement Fund.

9.13 Lead Counsel, on behalf of the Settlement Class, represents that it is expressly authorized by Lead Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to this Stipulation to effectuate its terms and conditions and also is expressly authorized to enter into any modifications or amendments to this Stipulation on behalf of the Settlement Class that it deems appropriate.

9.14 Each counsel or other Person executing this Stipulation, any of its Exhibits, the Supplemental Agreement, or another related documents on behalf of any Settling Party hereby warrants and represents that such Person has the full authority to do so, and that they have the authority to take appropriate action required or permitted to be taken pursuant to this Stipulation to effectuate its terms, without requiring additional consent, approval, or authorization of any other Person, board, entity, tribunal, or other regulatory or governmental authority.

9.15 All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be deemed duly given: (i) when emailed or delivered personally to the recipient; (ii) one (1) business day after being sent to the recipient by Federal Express or UPS (charges prepaid) with delivery acknowledged by the carrier; or (iii) seven (7) calendar days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Lead Plaintiff or to Plaintiff's Counsel:

David A. Knotts
DKnotts@rgrdlaw.com
ROBBINS GELLER RUDMAN & DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

If to Defendants or to Defendants' Counsel:

Noelle M. Reed
Noelle.Reed@skadden.com
Wallis M. Hampton
Wallis.Hampton@skadden.com
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
1000 Louisiana, Suite 6800
Houston, TX 77002

Peter A. Stokes
Peter.Stokes@nortonrosefulbright.com
NORTON ROSE FULBRIGHT US LLP
98 San Jacinto Boulevard, Suite 1100
Austin, TX 78701-4255

9.16 This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court. Signatures sent by PDF documents via e-mail shall be deemed originals.

9.17 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Stipulation and the Settlement set forth therein. All Settling Parties and Settlement Class Members submit to the exclusive jurisdiction of the Court for purposes of implementing and enforcing the Settlement set forth in this Stipulation and matters related to or arising under the Settlement, including, but not limited to, all releases provided for herein and in the Judgment.

9.18 Pending final Court approval of the Settlement, all proceedings in this Action except for activities related to the approval or enforcement of the Settlement or Stipulation shall be stayed, and all members of the Settlement Class shall be barred and enjoined from prosecuting any of the Released Plaintiffs' Claims against any of the Released Defendant Parties consistent with any applicable orders of the Court.

9.19 This Stipulation, the Exhibits attached hereto, and the Supplemental Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Arkansas, and the rights and obligations of Lead Plaintiff and Defendants hereunder shall be

construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Arkansas, without giving effect to that State's choice-of-law principles, except to the extent that federal law requires that federal law govern.

9.20 The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

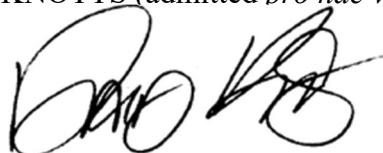
9.21 This Stipulation, the Exhibits attached hereto, and the Supplemental Agreement shall not be construed more strictly against one party than another merely by virtue of the fact that they, or any part of them, may have been prepared by counsel for one of the Settling Parties, it being recognized that these documents are the result of arm's-length, good faith negotiations between the Settling Parties and the Settling Parties have contributed substantially and materially to the preparation of these documents.

9.22 Nothing in this Stipulation, the Exhibits attached hereto, or the Supplemental Agreement, or the negotiations relating thereto, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, attorney-client privilege, joint defense privilege, or work product protection.

9.23 Unless otherwise provided, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation without further order of the Court.

IN WITNESS WHEREOF, the Settling Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of September 4, 2024.

ROBBINS GELLER RUDMAN
& DOWD LLP
RANDALL J. BARON (admitted *pro hac vice*)
A. RICK ATWOOD, JR. (admitted *pro hac vice*)
DAVID A. KNOTTS (admitted *pro hac vice*)



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Lead Counsel for Lead Plaintiff

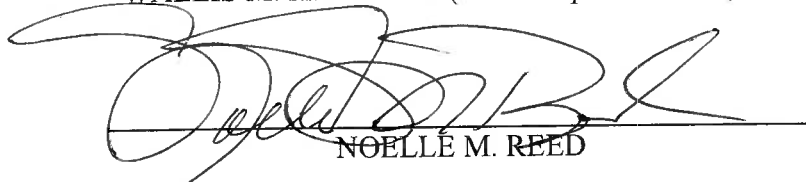
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Attorneys for Defendants Susan D. Bowick, Joseph F. Eazor, Kathy S. Lane, Garry K. McGuire, R. Gerard Salemme, Julie A. Shimer, Marc F. Stoll, and Walter L. Turek

EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS

ROBERT MURRAY, On Behalf of Himself	)	No. 4:18-cv-00202-JM
and All Others Similarly Situated,)	
	)	<u>CLASS ACTION</u>
Plaintiff,)	
	)	[PROPOSED] ORDER PRELIMINARILY
vs.	)	APPROVING SETTLEMENT AND
	)	PROVIDING FOR NOTICE
EARTHLINK HOLDINGS CORP., et al.)	
)	
Defendants.	)	EXHIBIT A
)	

WHEREAS, an action is pending before this Court entitled *Murray v. EarthLink Holdings Corp., et al.*, No. 4:18-cv-00202-JM (E.D. Ark.) (the “Action”);

WHEREAS, unless otherwise defined, all terms used herein have the same meanings as set forth in the Stipulation;

WHEREAS, the parties having applied, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the settlement of this Action, in accordance with a Stipulation of Settlement dated September 4, 2024, and its Exhibits (the “Stipulation”) and a separate Supplemental Agreement Regarding Requests for Exclusion executed between Lead Plaintiff and Defendants (the “Supplemental Agreement”), sets forth the terms and conditions for a proposed settlement of the Action and for dismissal of the Action with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Stipulation;

WHEREAS, Lead Plaintiff has made an application, pursuant to Rule 23 of the Federal Rules of Civil Procedure for an order preliminarily approving the Settlement in accordance with the Stipulation, certifying the Settlement Class for purposes of the Settlement only, and authorizing notice to Settlement Class Members as more fully described in this Order;

WHEREAS, the Court has read and considered (a) Lead Plaintiff’s motion for preliminary approval of the Settlement and the papers filed and arguments made in connection with that motion; and (b) the Stipulation; and

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. On a preliminary basis, the Settlement falls within the range of possible approval and therefore appears to be fair, reasonable, and adequate. The Settlement: (a) resulted from arm’s-length negotiations following two formal mediation sessions overseen by an experienced mediator; and (b) is sufficient to warrant (i) notice thereof as set forth below; and (ii) a full hearing on the Settlement. Accordingly, the Court hereby preliminarily approves the Stipulation and the Settlement

set forth therein, as being fair, reasonable, and adequate to the Settlement Class, subject to further consideration at the Settlement Hearing described below.

2. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, and for purposes of this Settlement only, the Action is hereby certified as a class action on behalf of: (i) all Persons or entities who acquired Windstream common stock in exchange for their shares of EarthLink in connection with the close of the Merger between EarthLink and Windstream on or about February 27, 2017, and were damaged thereby; (ii) all Persons or entities who held EarthLink common stock as of January 23, 2017, the record date for EarthLink stockholders in the Merger, and acquired Windstream common stock in exchange for their shares of EarthLink in connection with the close of the Merger on or about February 27, 2017, and were damaged thereby; and (iii) all Persons or entities who purchased or otherwise acquired Windstream common stock pursuant and/or traceable to the Offering Documents, and were damaged thereby. Excluded from the Settlement Class are Defendants and their immediate families, any entity in which a Defendant has a controlling interest, and the legal representatives, heirs, successors, or assigns of any such excluded party. Also excluded from the Settlement Class are all Persons and entities who timely and validly request exclusion from the Settlement Class in accordance with the requirements set by the Court in connection with the Notice of Pendency and Proposed Settlement of Class Action and the legal representatives, affiliates, heirs, successors, or assigns of any such excluded Person.

3. Solely for purposes of the proposed Settlement of this Action, the Court finds that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) Lead Plaintiff's claims are typical of the claims of the Settlement Class he seeks to represent; (d) Lead Plaintiff and Plaintiff's Counsel have and will fairly and adequately

represent and protect the interests of Settlement Class Members; (e) the questions of law and fact common to Settlement Class Members predominate over any questions affecting only individual Settlement Class Members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the Action, considering: (i) the interests of the Settlement Class Members in individually controlling the prosecution with separate actions; (ii) the extent and nature of any litigation concerning the controversy already commenced by Settlement Class Members; (iii) the desirability or undesirability of concentrating the litigation of these claims in this particular forum; and (iv) the difficulties likely to be encountered in the management of the class action. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Lead Plaintiff is certified as Class Representative and Robbins Geller Rudman & Dowd LLP is certified as Class Counsel.

4. An in-person hearing (the “Settlement Hearing”) will be held before this Court on _____, 2024, at __: __.m. [a date that is at least 100 days from the date of this Order], at the United States District Court, Eastern District of Arkansas, Courtroom 4A, Richard Sheppard Arnold United States Courthouse, 500 West Capitol Avenue, Little Rock, Arkansas 72201, for the following purposes:

(a) to determine whether the Settlement is fair, reasonable, and adequate to the Settlement Class, and should be approved by the Court;

(b) to confirm whether the Settlement Class should be certified;

(c) to determine whether the Judgment as provided under the Stipulation should be entered, dismissing the Action with prejudice, and to determine whether the release by the Settlement Class of the Released Plaintiffs’ Claims against the Released Defendant Parties as set forth in the Stipulation should be ordered;

(d) to determine whether the proposed Plan of Allocation for the distribution of the Net Settlement Fund is fair, reasonable, and adequate and should be approved;

- (e) to consider whether the Fee and Expense Application should be approved;
- (f) to consider any Settlement Class Members' objections to the Settlement, Plan of Allocation, or Fee and Expense Application; and
- (g) to rule upon such other matters that may properly be brought before the Court in connection with the Settlement.

5. The Court may adjourn the Settlement Hearing without further notice to the members of the Settlement Class, and reserves the right to approve the Settlement with such modifications as may be agreed upon or consented to by the parties and without further notice to the Settlement Class, if appropriate.

6. The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), the Proof of Claim and Release (the "Proof of Claim"), and the Summary Notice, annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and Proof of Claim and publication of the Summary Notice, substantially in the manner and form set forth in ¶¶8-11 of this Order (a) is the best notice practicable under the circumstances; (b) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, of the effect of the proposed Settlement and Stipulation (including the releases to be provided hereunder), of Lead Counsel's Fee and Expense Application, of their right to object to the Settlement, the Plan of Allocation, and/or the Fee and Expense Application, of their right to exclude themselves from the Settlement Class, and of their right to appear at the Settlement Hearing; (c) constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (d) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, as amended, and all other applicable laws and rules. The date and time of the Settlement

Hearing shall be included in the Notice and Summary Notice before they are mailed and published, respectively.

7. The firm of Verita Global (“Claims Administrator”) is hereby appointed to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below.

8. Lead Counsel, through the Claims Administrator, shall commence mailing the Notice and Proof of Claim, substantially in the forms attached hereto, within twenty (20) calendar days after the Court signs this Order (the “Notice Date”), or by _____, 2024, by first-class mail to all Settlement Class Members who can be identified with reasonable effort, and cause the Notice and Proof of Claim to be posted in forms that can be downloaded on the Settlement website at www.EarthLinkMergerSettlement.com.

9. Not later than seven (7) calendar days after the Notice Date, the Claims Administrator shall cause the Summary Notice to be published once in the national edition of *The Wall Street Journal* and once over a national newswire service.

10. At least seven (7) calendar days prior to the Settlement Hearing, Lead Counsel shall serve on Defendants’ Counsel and file with the Court proof, by affidavit or declaration, of such mailing and publishing.

11. Banks, brokerage houses, and other nominees who held Windstream or EarthLink common stock for the benefit of any Settlement Class Member shall: (a) within seven (7) calendar days of receipt of the Notice and the Proof of Claim (together, “Notice Packet”), request from the Claims Administrator sufficient copies of the Notice Packet to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notice Packets forward them to all such beneficial owners; or (b) within seven (7) calendar days of receipt of the Notice Packet, send a list of the names and addresses of all such beneficial owners to the Claims Administrator in which event the Claims Administrator shall promptly mail the Notice Packet to such beneficial owners. Within

three (3) calendar days of any mailing to the beneficial owners, the nominee must send a statement to the Claims Administrator confirming that the mailing was made as directed, and retain its mailing records (including the list of names and addresses) for use in connection with any possible future notice to the Settlement Class. Upon full compliance with this Order, Lead Counsel shall, if requested, reimburse banks, brokerage houses, or other nominees solely for their reasonable and documented out-of-pocket expenses actually incurred in providing notice to beneficial owners who are Settlement Class Members out of the Settlement Fund, as set forth in the Notice, which expenses would not have been incurred except for the sending of such notice, subject to further order of this Court with respect to any dispute concerning such compensation.

12. In order to be entitled to participate in the recovery from the Net Settlement Fund after the Effective Date, each Settlement Class Member shall take the following actions and be subject to the following conditions:

(a) A properly completed and executed Proof of Claim must be submitted to the Claims Administrator, at the post office box or electronic mailbox indicated in the Notice and Proof of Claim, postmarked no later than ninety (90) calendar days from the Notice Date. Such deadline may be further extended by order of the Court. Each Proof of Claim shall be deemed to have been submitted when legibly postmarked (if properly addressed and mailed by first-class mail). Any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received by the Claims Administrator at the post office box or electronic mailbox designated in the Notice.

(b) The Proof of Claim submitted by each Settlement Class Member must satisfy the following conditions: (i) it must be properly filled out, signed, and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker

confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip or account statement, or such other documentation as is deemed adequate by the Claims Administrator or Lead Counsel; (iii) if the Person executing the Proof of Claim is acting in a representative capacity, a certification of his, her, or its current authority to act on behalf of the Settlement Class Member must be provided with the Proof of Claim; and (iv) the Proof of Claim must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

(c) Once the Claims Administrator has considered a timely submitted Proof of Claim, it shall determine whether such claim is valid, deficient, or rejected. For each claim determined to be either deficient or rejected, the Claims Administrator shall send a deficiency letter or rejection letter as appropriate, describing the basis on which the claim was so determined. Persons who timely submit a Proof of Claim that is deficient or otherwise rejected shall be afforded a reasonable time (at least twenty (20) calendar days) to cure such deficiency if it shall appear that such deficiency may be cured.

(d) By submitting a Proof of Claim, each Settlement Class Member shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim and the subject matter of the Settlement.

13. Any Settlement Class Member who does not timely submit a valid Proof of Claim (a) shall be deemed to have waived his, her, or its right to share in the Net Settlement Fund; (b) shall be barred from sharing in the distribution of the proceeds of the Net Settlement Fund; (c) shall be subject to and bound by the provisions of the Stipulation and the Settlement and all proceedings, determinations, orders, and judgments in the Action relating to the Settlement, including, without limitation, the Judgment, if entered, and the releases provided for therein, whether favorable or

unfavorable to the Settlement Class; and (d) shall be barred from commencing, maintaining, or prosecuting any of the Released Plaintiffs' Claims against each and all of the Released Defendant Parties, as more fully described in the Stipulation and Notice. Notwithstanding the foregoing, Lead Counsel shall have the discretion (but not an obligation) to accept late-submitted claims for processing by the Claims Administrator so long as distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby, but will bear no liability for failing to accept such late claims.

14. Any Settlement Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. If they do not enter an appearance, they will be represented by Lead Counsel.

15. All Settlement Class Members shall be bound by all determinations, orders, and judgments in this Action, whether favorable or unfavorable, unless such persons timely request to be excluded, or "opt out," from the Settlement Class, in accordance with the requirements set by the Court in connection with the Notice. Unless otherwise ordered by the Court, any Settlement Class Member who does not validly and timely request exclusion from the Settlement Class in writing shall be bound by the Stipulation.

16. Any Settlement Class Member who wishes to exclude himself, herself, itself, or themselves from the Settlement Class must request exclusion in writing within the time and in the manner set forth in the Notice, which shall provide that any such Request for Exclusion must be postmarked (for U.S. Mail) or received by the private carrier (for FedEx, UPS, etc.) at P.O. Box 5100, Larkspur, CA 94977-5100, at least twenty-one (21) calendar days prior to the Settlement Hearing. Proof of Claims, Requests for Exclusion, and other correspondence that are legibly postmarked will be treated as received on the postmark date. The documents providing notice shall advise Settlement Class Members that the U.S. Postal Service may not postmark mail which is not

presented in person. A Request for Exclusion must provide: (i) the name, address, and telephone number of the Person requesting exclusion (or, in the case of an entity, the name and telephone number of the appropriate contact person); (ii) a list and supporting documentation identifying the number of shares of Windstream common stock that were either received in exchange for EarthLink common stock in connection with the Merger or were purchased or otherwise acquired pursuant and/or traceable to the Offering Documents; (iii) a statement that the Person “requests exclusion from the Settlement Class in *Murray v. EarthLink Holdings Corp., et al.*, No. 4:18-cv-00202-JM”; and (iv) the signature of the Person requesting exclusion (and, in the case of an entity, the signature of an authorized representative). A Request for Exclusion shall not be valid unless it provides all the required information and is received within the time stated above, or is otherwise accepted by the Court. All Persons who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph and the Notice shall not be a Settlement Class Member for purposes of this Settlement, shall have no rights under the Settlement, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the terms of the Settlement or any final Judgment relating to the Settlement. Unless otherwise ordered by the Court, any Settlement Class Member who fails to request exclusion from the Settlement Class in compliance with each of the provisions in this paragraph (a) shall be deemed to have waived his, her, or its right to be excluded from the Settlement Class with respect to this Settlement; (b) shall be forever barred from requesting exclusion from the Settlement Class in this or in any other proceeding; (c) shall be bound by the Settlement and all proceedings, determinations, orders, and judgments in the Action relating to the Settlement, including, but not limited to, the Judgment, if entered, and the releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (d) shall be barred from commencing, maintaining, or prosecuting any of the Released Plaintiffs’ Claims against each and all of the Released Defendant Parties, as more fully described in the Stipulation and Notice. Upon

receiving any Request(s) for Exclusion, Lead Counsel or the Claims Administrator shall provide copies of such request(s) via electronic mail to Defendants' Counsel within two (2) business days of their receipt. Group Requests for Exclusion, including "mass" or "class" opt-outs, are not permitted.

17. No later than seven (7) calendar days before the Settlement Hearing, the Claims Administrator or Lead Counsel shall (a) file a list of all Persons who timely requested exclusion from the Settlement Class with its determinations as to whether any such request for exclusion was not submitted timely, and (b) provide written notification to any Settlement Class Member whose Request for Exclusion was untimely.

18. Any Settlement Class Member who does not request exclusion from the Settlement Class may file a written objection to the proposed Settlement, the proposed Plan of Allocation, or the Fee and Expense Application and appear at the Settlement Hearing if he, she, or it has any reason why the proposed Settlement of the Action should not be approved as fair, reasonable, and adequate to the Settlement Class, or why a judgment should not be entered thereon, why the Plan of Allocation should not be approved, or why the Fee and Expense Application should not be approved; provided, however, that no Settlement Class Member or any other Person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the Judgment, to be entered thereon approving the same, or the order approving the Plan of Allocation, or any Fee and Expense Application, unless that Person has filed a written objection and any supporting materials with the Clerk of the Court, United States District Court, Eastern District of Arkansas, 500 West Capitol Avenue, Little Rock, Arkansas 72201 no later than twenty-one (21) calendar days prior to the Settlement Hearing and served copies of such objection and any supporting materials on the following counsel at the addresses set forth below such that they are received no later than twenty-one (21) calendar days prior to the Settlement Hearing:

Robbins Geller Rudman & Dowd LLP
David A. Knotts
655 West Broadway, Suite 1900
San Diego, CA 92101

Skadden, Arps, Slate, Meagher & Flom LLP
Noelle M. Reed
Wallis M. Hampton
1000 Louisiana Street, Suite 6800
Houston, TX 77002

Norton Rose Fulbright US LLP
Peter A. Stokes
98 San Jacinto Boulevard, Suite 1100
Austin, TX 78701-4255

19. Attendance at the Settlement Hearing is not necessary, but any Person wishing to be heard orally in opposition to the Settlement, the Plan of Allocation, or the Fee and Expense Application is required to indicate in their written objection whether they intend to appear at the Settlement Hearing. The written objection must (a) include the name, address, and telephone number of the Person objecting; (b) be signed by the objector, (c) include documentation establishing the objector's membership in the Settlement Class, including the number of shares of Windstream common stock that were either received in exchange for EarthLink common stock in connection with the Merger or were purchased or otherwise acquired pursuant and/or traceable to the Offering Documents; and (d) contain a statement of specific reasons for the objection, including any legal and evidentiary support the objector wishes to bring to the Court's attention, and whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class. Objectors who desire to present evidence at the Settlement Hearing in support of their written objection must include in their written objection the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing. The written objection must identify all other class action settlements the objector or his, her or its counsel has previously objected to; copies of any papers, briefs, or other documents upon which the objection is

based; and the objector's signature, even if represented by counsel. Any Settlement Class Member who does not make his, her, or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the Settlement as set forth in the Stipulation, to the Plan of Allocation, or to the Fee and Expense Application, or from otherwise being heard concerning the Settlement, the Plan of Allocation, or the Fee and Expense Application, unless otherwise ordered by the Court. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

20. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

21. All opening briefs and supporting documents in support of the Settlement, the Plan of Allocation, and any Fee and Expense Application shall be filed and served no later than thirty-five (35) calendar days before the Settlement Hearing, or _____, 2024. Replies to any objections shall be filed and served at least seven (7) calendar days prior to the Settlement Hearing, or _____, 2024.

22. The Released Defendant Parties shall have no responsibility for, interest in, or liability for the Plan of Allocation or any Fee and Expense Application submitted by Lead Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement to the Settlement Class. Any order or proceeding relating to the Plan of Allocation or any Fee and Expense Application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulation or affect or delay the finality of the Judgment approving the Stipulation, the Settlement of the Action, or any other orders entered pursuant to the Settlement.

23. At or after the Settlement Hearing, the Court shall determine whether the Plan of Allocation proposed by Lead Counsel and any Fee and Expense Application shall be approved.

24. All reasonable expenses incurred in identifying and notifying Settlement Class Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation without further order of the Court.

25. The Escrow Agent is authorized and directed to prepare any tax returns and any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes owed with respect of the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Stipulation.

26. Neither this Order, the Stipulation (whether or not consummated) and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of the Stipulation, nor any proceedings taken pursuant to or in connection with the Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be (i) offered or used against any of the Released Defendant Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendant Parties with respect to the truth of any fact alleged by Lead Plaintiff or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendant Parties, or (ii) in any way referred to for any other reason as against any of the Released Defendant Parties, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation;

(b) shall be (i) offered or used against any of the Released Plaintiff Parties, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Plaintiff Parties that any of their claims are without merit, that any of the Released Defendant Parties had meritorious defenses, or that damages recoverable from Defendants under the Second Amended Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or (ii) in any way referred to for any other reason as against any of the Released Plaintiff Parties, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or

(c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial against Defendants.

(d) Provided, however, that if the Stipulation is approved by the Court, the Released Parties and their respective counsel may refer to the Settlement and/or the Judgment to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.

27. If the Stipulation and the Settlement set forth therein is terminated as provided in the Stipulation or Supplemental Agreement, or is otherwise not approved or consummated for any reason whatsoever, or the Effective Date of the Settlement otherwise fails to occur, then (a) this Order (including the certification of the Settlement Class) shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation; (b) this Order and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties; and (c) the Settling Parties shall revert to their respective positions in the Action as of May 6, 2024.

28. Until otherwise ordered by the Court, the Court stays all proceedings in the Action as between the Settling Parties other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement. Pending final determination of whether the proposed Settlement should be approved, the Court bars and enjoins Lead Plaintiff and all other Settlement Class Members, directly or indirectly, representatively, or in any other capacity, from commencing or prosecuting against any of the Released Defendant Parties any action or proceeding in any court or tribunal asserting any of the Released Plaintiffs' Claims.

29. The Court's orders entered during this Action relating to the confidentiality of information shall survive the Settlement.

30. The Court retains jurisdiction to consider all further applications arising out of or related to the proposed Settlement.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE JAMES M. MOODY JR.
UNITED STATES DISTRICT JUDGE

EXHIBIT A-1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS

ROBERT MURRAY, On Behalf of Himself	)	No. 4:18-cv-00202-JM
and All Others Similarly Situated,)	
	)	<u>CLASS ACTION</u>
Plaintiff,)	
	)	NOTICE OF PENDENCY AND PROPOSED
vs.	)	SETTLEMENT OF CLASS ACTION
)	
EARTHLINK HOLDINGS CORP., et al.	)	EXHIBIT A-1
)	
Defendants.)	

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF SETTLEMENT: Please be advised that lead plaintiff Robert Murray (“Lead Plaintiff”), on behalf of himself and the Settlement Class (as defined in ¶2 below), has reached a proposed settlement of the above-captioned Action for a total of \$85 million in cash that will resolve all claims on behalf of the Settlement Class against the Defendants (among others) in the Action (the “Settlement”).

This Notice is directed to you in the belief that you may be a member of the Settlement Class. If you do not meet the Settlement Class definition, this Notice does not apply to you.

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including your possible receipt of cash from the Settlement.¹ Your legal rights will be affected whether or not you act.

1. **Description of the Action:** This Notice relates to a proposed Settlement of a proposed class action lawsuit pending against defendants EarthLink Holdings Corp. (“EarthLink”), Susan D. Bowick, Joseph F. Eazor, Kathy S. Lane, Garry K. McGuire, R. Gerard Salemme, Julie A. Shimer, Marc F. Stoll, Walter L. Turek, Windstream Holdings, Inc. (“Windstream”), Carol B. Armitage, Samuel E. Beall III, Jeannie H. Diefenderfer, Robert E. Gunderman, Jeffrey T. Hinson, William G. LaPerch, Larry Laque, Kristi Moody, Michael G. Stoltz, Tony Thomas, and Alan L. Wells (collectively, “Defendants”). Defendants are collectively, with Lead Plaintiff, the “Settling Parties.” In the Action, Lead Plaintiff alleges that in connection with the February 27, 2017 merger of Windstream and EarthLink, Defendants violated the federal securities laws by, among other things, making false and/or misleading statements or omissions regarding Windstream’s business prospects and ability to pay dividends after the merger, Windstream’s compliance with a debt covenant in a senior notes indenture, and the nature of certain transactions relating to Windstream’s spin-off of the Uniti Group, Inc. (“Uniti”) in 2015. A more detailed description of the Action and the claims asserted against Defendants is set forth in ¶¶14-25 below.

2. **Description of the Settlement Class:** The proposed Settlement, if approved by the Court, will apply to the following class (the “Settlement Class”): (i) all Persons or entities who acquired Windstream common stock in exchange for their shares of EarthLink in connection with the close of the Merger between EarthLink and Windstream on or about February 27, 2017, and were damaged thereby; (ii) all Persons or entities who held EarthLink common stock as of January 23, 2017, the record date for EarthLink stockholders in the Merger, and acquired Windstream common stock in exchange for their shares of EarthLink in connection with the close of the Merger on or about February 27, 2017, and were damaged thereby; and (iii) all Persons or entities who purchased or otherwise acquired Windstream common stock pursuant and/or traceable to the Offering Documents, and were damaged thereby. Excluded from the Settlement Class are Defendants and their immediate families, any entity in which a Defendant has a controlling interest,

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation of Settlement dated September 4, 2024 (the “Stipulation”), which is available on the Settlement website www.EarthLinkMergerSettlement.com. This Notice provides only a summary of the Settlement. If there is any discrepancy between the terms in this Notice and the Stipulation, the Stipulation governs.

and the legal representatives, heirs, successors, or assigns of any such excluded party. Also excluded from the Settlement Class are all Persons and entities who timely and validly request exclusion from the Settlement Class in accordance with the requirements set by the Court in connection with this Notice and the legal representatives, affiliates, heirs, successors, or assigns of any such excluded Person.

3. **Statement of Settlement Class's Recovery:** Subject to Court approval, and as described more fully in ¶¶49-57 below, Lead Plaintiff, on behalf of the Settlement Class, has agreed to settle all Released Plaintiffs' Claims (as defined in ¶55 below) against Defendants and other Released Defendant Parties (as defined in ¶53 below) in exchange for a settlement payment of \$85 million in cash (the "Settlement Amount") to be deposited into an Escrow Account. The Net Settlement Fund (the Settlement Fund less Taxes and Tax Expenses, Notice and Administration Expenses, the Fee and Expense Award, and any Lead Plaintiff Award) will be distributed in accordance with a plan of allocation (the "Plan of Allocation") that will be approved by the Court and will determine how the Net Settlement Fund shall be distributed to members of the Settlement Class. The Plan of Allocation is a basis for determining the relative positions of Settlement Class Members for purposes of allocating the Net Settlement Fund. The proposed Plan of Allocation is included in this Notice, and may be modified by the Court without further notice.

4. **Estimate of Average Distribution Per Share:** The Settlement Fund consists of the Settlement Amount (\$85 million in cash, plus interest earned). Based on Lead Plaintiff's damages expert's estimates of the shares that may have been affected by the conduct at issue in the Action and assuming all potential Settlement Class Members elect to participate in the Settlement, the estimated average recovery is \$0.92 per affected share (before any Fee and Expense Award and Lead Plaintiff Award). This figure is only an estimate. Some Settlement Class Members may recover more or less than this estimated amount depending on, among other factors, the aggregate value of the Authorized Claimants represented by valid and acceptable Proofs of Claim as explained in the Plan of Allocation below, whether the Windstream shares were received in exchange for EarthLink shares in the Merger or purchased or otherwise acquired after the Merger, and the amount of such shares that were sold, and if so, when they were sold and for how much. In addition, the actual recovery of Settlement Class Members may be further reduced by the payment of any Fee and Expense Award and Lead Plaintiff Award from the Settlement Fund, as approved by the Court.

5. **Statement of the Parties' Position on Damages:** Defendants deny (a) each and all claims and contentions of wrongdoing, (b) that they violated the federal securities laws, (c) that they made any false or misleading statements, (d) that they are liable to Lead Plaintiff, the other members of the Settlement Class, and/ or anyone else, and (e) that Lead Plaintiff, other members of the Settlement Class, and/or anyone else suffered any injury. Moreover, the parties do not agree on the amount of recoverable damages if Lead Plaintiff were to prevail on any of the claims. The issues on which the parties disagree include, but are not limited to: (i) whether the statements made or facts allegedly omitted were material, false, or misleading; (ii) whether the alleged statements or omissions were made with negligence or a lack of due diligence; (iii) whether Defendants are otherwise liable under the securities laws for those alleged statements or omissions; and (iv) whether all or part of the damages allegedly suffered by members of the Settlement Class were caused by economic conditions or factors other than the allegedly false or misleading statements or omissions.

6. **Statement of Attorneys' Fees and Expenses Sought:** Lead Counsel will apply to the Court for an award of attorneys' fees for all Plaintiff's Counsel from the Settlement Fund of no

more than 32% of the Settlement Amount, plus interest earned at the same rate and for the same period as earned by the Settlement Fund. In addition, Lead Counsel also will apply to the Court for payment from the Settlement Fund for litigation expenses (reasonable expenses or charges of Plaintiff's Counsel in connection with commencing and prosecuting the Action), in a total amount not to exceed \$950,000.00, plus interest earned at the same rate and for the same period as earned by the Settlement Fund. In addition, Lead Plaintiff may apply for an award in connection with his representation of the Settlement Class in an amount not to exceed \$20,000.00. This Notice refers to the applications of Lead Counsel and Lead Plaintiff collectively as the "Fee and Expense Application." If the Court approves Plaintiff's Counsel's Fee and Expense Application, the estimated average cost per affected share is \$0.31.

7. **Identification of Attorneys' Representatives:** Lead Plaintiff and the Settlement Class are being represented by Robbins Geller Rudman & Dowd LLP ("Lead Counsel"), Johnson Fistel, LLP, and Carney Bates & Pulliam, PLLC (together, "Plaintiff's Counsel"). Any questions regarding the Settlement, including your eligibility to participate in the Settlement, should be directed to Shareholder Relations Department, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, California 92101, 1-800-449-4900, settlementinfo@rgrdlaw.com.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
DO NOTHING	Get no payment. Remain a Settlement Class Member. Give up your rights to sue about the claims that were resolved in the Settlement. Be bound by any judgments entered by the Court in the Action and the releases in the Stipulation.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	Get no payment. This is the only option that potentially allows you to ever be part of any other lawsuit against the Defendants or any other Released Defendant Parties about the claims being resolved by this Settlement. Should you elect to exclude yourself from the Settlement Class you should understand that Defendants and the other Released Defendant Parties will have the right to assert any and all defenses they may have to any claims that you may seek to assert. Requests for Exclusion must be postmarked on or before _____, 2024. Please be advised that the U.S. Postal Service may not postmark mail which is not presented in person.

<p>REMAIN A MEMBER OF THE SETTLEMENT CLASS AND SUBMIT A PROOF OF CLAIM POSTMARKED NO LATER THAN [____], 2024</p>	<p>This is the only way to be potentially eligible to receive a payment. Be bound by any judgments entered by the Court in the Action and the releases in the Stipulation. If you wish to obtain a payment as a member of the Settlement Class, you will need to file a valid Proof of Claim and Release form (the “Proof of Claim”), which is included with this Notice, postmarked no later than _____, 2024.</p>
<p>OBJECT TO THE SETTLEMENT SO THAT IT IS RECEIVED NO LATER THAN [____], 2024</p>	<p>Write to the Court about your view on the Settlement, the Plan of Allocation, or the Fee and Expense Application, or why you do not believe the Settlement, the Plan of Allocation, and/or the Fee and Expense Application is fair to the Settlement Class.</p> <p>If you do not exclude yourself from the Settlement Class, you may object to the Settlement, the Plan of Allocation, or the Fee and Expense Application. You must still submit a Proof of Claim in order to be potentially eligible to receive any money from the Net Settlement Fund.</p>
<p>GO TO THE HEARING ON [____], 202__, AT __:__.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN [____], 2024</p>	<p>Filing a written objection and notice that you intend to appear by [____] allows you to speak in Court, at the discretion of the Court, about the fairness of the Settlement, the Plan of Allocation, and/or the Fee and Expense Application. If you submit a written objection, you may (but you do not have to) speak at the hearing.</p>

<p style="text-align: center;">WHAT THIS NOTICE CONTAINS</p>	
<p>Why Did I Get This Notice?</p>	<p>Page __</p>
<p>What Is This Case About? What Has Happened So Far?</p>	<p>Page __</p>
<p>How Do I Know If I Am Affected By The Settlement?</p>	<p>Page __</p>
<p>What Are Plaintiff’s Reasons For The Settlement?</p>	<p>Page __</p>
<p>What Might Happen If There Were No Settlement?</p>	<p>Page __</p>
<p>How Much Will My Payment Be?</p>	<p>Page __</p>
<p>What Rights Am I Giving Up By Agreeing To The Settlement?</p>	<p>Page __</p>
<p>What Payment Are The Attorneys For The Settlement Class Seeking?</p>	<p>Page __</p>
<p>How Will The Lawyers Be Paid?</p>	<p>Page __</p>
<p>How Do I Participate In The Settlement?</p>	<p>Page __</p>
<p>What Do I Need To Do?</p>	<p>Page __</p>
<p>How Do I Exclude Myself From The Settlement Class?</p>	<p>Page __</p>
<p>When And Where Will The Court Decide Whether To Approve The</p>	<p>Page __</p>

Settlement? Do I Have To Come To The Hearing? May I Speak At The Hearing If I Don't Like The Settlement?	
What If I Bought Shares On Someone Else's Behalf?	Page ___
Can I See The Court File? Whom Should I Contact If I Have Questions?	Page ___

WHY DID I GET THIS NOTICE?

8. The purpose of this Notice is to inform you about: (a) the terms of the proposed Settlement, and (b) your rights in connection with a hearing to be held before the United States District Court, Eastern District of Arkansas (the "Court"), on _____, 2024, at ___ a.m., to consider the fairness, reasonableness, and adequacy of the Settlement to the Settlement Class and related matters. This Notice also describes the steps necessary to seek to be potentially eligible to share in the distribution of the Net Settlement Fund in the event the Settlement is approved by the Court. The Court directed us to send you this Notice because, as a potential Settlement Class Member, you have a right to know about your options before the Court rules on the Settlement.

9. A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. In a class action lawsuit, the Court selects one or more people, known as class representatives or lead plaintiffs, to sue on behalf of all people with similar claims, commonly known as the class or the class members. In the Action, the Court has appointed Robert Murray as the Lead Plaintiff and representative of the Settlement Class and Lead Counsel as Class Counsel.

10. The Court in charge of this case is the United States District Court for the Eastern District of Arkansas, and the case is known as *Murray v. EarthLink Holdings Corp., et al.*, No. 4:18-cv-00202-JM. The judge presiding over this case is the Honorable James M. Moody Jr., United States District Judge. The person who is suing is called the Lead Plaintiff, and those who are being sued are called defendants. In this case, Defendants are EarthLink Holdings Corp., Susan D. Bowick, Joseph F. Eazor, Kathy S. Lane, Garry K. McGuire, R. Gerard Salemme, Julie A. Shimer, Marc F. Stoll, Walter L. Turek, Windstream Holdings, Inc., Carol B. Armitage, Samuel E. Beall III, Jeannie H. Diefenderfer, Robert E. Gunderman, Jeffrey T. Hinson, William G. LaPerch, Larry Laque, Kristi Moody, Michael G. Stoltz, Tony Thomas, and Alan L. Wells.

11. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The purpose of this Notice is to inform you of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement Class if you wish to do so. It also is being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed Settlement to the Settlement Class, the proposed Plan of Allocation, and the Fee and Expense Application by Lead Counsel (the "Settlement Hearing").

12. The Settlement Hearing will be held on _____, 2024, at _____ .m., before the Honorable James M. Moody Jr., at the United States District Court, Eastern District of Arkansas, Courtroom 4A, Richard Sheppard Arnold United States Courthouse, 500 West Capitol Avenue, Little Rock, Arkansas 72201, for the following purposes:

- (a) to determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court;
- (b) to confirm whether the Settlement Class should be certified;
- (c) to determine whether the Judgment as provided for under the Stipulation should be entered, dismissing the Action with prejudice, and releasing the Released Plaintiffs' Claims against the Released Defendant Parties as set forth in the Stipulation;
- (d) to determine whether the proposed Plan of Allocation for the distribution of the net proceeds of the Settlement is fair, reasonable, and adequate and should be approved;
- (e) to consider and/or determine whether the Fee and Expense Application by Lead Counsel should be approved;
- (f) to consider any Settlement Class Members' objections to the Settlement, Plan of Allocation, or Fee and Expense Application, if any; and
- (g) to rule upon such other matters that may properly be brought before the Court in connection with the Settlement.

13. This Notice does not express any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, payments to Authorized Claimants will be made after any appeals are resolved, and after the completion of all claims processing. This process takes time. Please be patient.

WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?

14. This Action arises under §§11, 12(a)(2), and 15 of the Securities Act of 1933 (the "1933 Act"), §§14(a) and 20(a) of the Securities Exchange Act of 1934 (the "1934 Act") and U.S. Securities and Exchange Commission ("SEC") Rule 14a-9 promulgated thereunder, and alleges that Defendants made materially misleading and incomplete representations in documents issued to EarthLink stockholders in order to effectuate the Merger between EarthLink and Windstream. Specifically, Lead Plaintiff alleges that Defendants falsely represented that Windstream had recently reduced its debt and was a stable company, with a stable capital structure, a strong balance sheet, and a reliable dividend, and that as a result of these misrepresentations, EarthLink stockholders voted in favor of the Merger, thus permitting the Merger to close and causing EarthLink stockholders to acquire Windstream common stock in exchange for their shares of EarthLink common stock. Lead Plaintiff alleges that Settlement Class Members were harmed when Windstream stock price deteriorated after the close of the Merger.

15. Defendants deny any wrongdoing and are entering into the Settlement solely to eliminate the uncertainty, risk, burden, and expense of further protracted litigation.

16. The Action is currently pending before the Honorable James M. Moody Jr. in the United States District Court for the Eastern District of Arkansas. This Action was commenced on March 19, 2018, when Lead Plaintiff filed his Class Action Complaint for Violations of Federal Securities Laws. ECF 1. On June 4, 2018, Lead Plaintiff filed a motion requesting an order: (1) appointing Robert Murray as the lead plaintiff pursuant to the Private Securities Litigation Reform Act of 1995, 15 U.S.C. §77z-1(a)(3)(B), and 15 U.S.C. §78u-4(a)(3)(B); and (2) approving Lead Plaintiff's selection of Robbins Geller Rudman & Dowd LLP as lead counsel. ECFs 4-6. The Court granted that motion on June 22, 2018 and named Robert Murray as the lead plaintiff and Robbins Geller Rudman & Dowd LLP as lead counsel. ECF 13.

17. After being named as the lead plaintiff, on July 27, 2018, Lead Plaintiff filed his Amended Class Action Complaint for Violations of Federal Securities Laws, for violations of §§11, 12(a)(2) and 15 of the 1933 Act, §§14(a) and 20(a) of the 1934 Act, and SEC Rule 14a-9 promulgated thereunder (ECF 18) (the "Amended Complaint"). Defendants filed motions to dismiss the Amended Complaint on September 13, 2018 (ECFs 21-22, 24-27), Lead Plaintiff filed an opposition brief on October 19, 2018 (ECF 37), and Defendants filed reply briefs on November 29, 2018 (ECFs 40-41). On August 22, 2019, the Court held a hearing on Defendants' motions to dismiss and took the matter under advisement. ECF 53.

18. On February 25, 2019, Windstream and its wholly-owned subsidiaries, including EarthLink, filed voluntary petitions for reorganization under Chapter 11 of the United States Bankruptcy Code in the U.S. Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). On April 1, 2020, Windstream filed a Joint Chapter 11 Plan of Reorganization in the Bankruptcy Court. The Bankruptcy Court entered an order confirming Windstream's Chapter 11 Plan of Reorganization on June 26, 2020, and the effective date of the Plan of Reorganization occurred on September 21, 2020.

19. On May 27, 2021, Lead Plaintiff filed his Second Amended Class Action Complaint for Violations of Federal Securities Laws, asserting additional violations of §§11, 12(a)(2) and 15 of the 1933 Act, §§14(a) and 20(a) of the 1934 Act and SEC Rule 14a-9 promulgated thereunder (ECF 74) (the "Second Amended Complaint"). Defendants filed motions to dismiss the Second Amended Complaint on July 15, 2021 (ECFs 78-82), Lead Plaintiff filed an opposition brief on September 7, 2021 (ECF 84), and Defendants filed reply briefs on October 6, 2021 (ECFs 85-86).

20. On June 30, 2023, the Court entered an Order denying Defendants' motions to dismiss the Second Amended Complaint. ECF 96. On July 21, 2023, Defendants filed answers to the Second Amended Complaint. ECFs 103-104. On August 28, 2023, Lead Plaintiff filed the Joint Report of the Parties' Rule 26(f) Conference. ECF 106. On October 31, 2023, the Court entered the Final Scheduling Order, which set a trial in November 2024. ECF 128.

21. Lead Plaintiff moved to certify the class on October 12, 2023. ECFs 118-121. Defendants filed an opposition brief on November 16, 2023 (ECF 135), and Lead Plaintiff filed a reply brief on December 20, 2023 (ECFs 143-144). The Court held a hearing on the Motion for Class Certification on February 15, 2024 and took the matter under advisement. ECF 155. Lead Plaintiff's Motion for Class Certification remained pending when the parties reached a settlement in principle.

22. On February 23, 2024, Lead Plaintiff filed a Motion for Partial Judgment on the Pleadings. ECFs 159-161. After full briefing, the Court set a hearing on that motion for May 17, 2024. The Court removed that hearing date from the docket after being notified of a settlement in principle.

23. The parties conducted extensive fact and class certification-related discovery. In connection with those efforts, the parties litigated two discovery disputes, including Lead Plaintiff's Motion to Compel All Defendants to Produce Documents (ECFs 123-126), which the Court granted on December 4, 2023 (ECF 140), and Windstream and EarthLink's Motion for a Protective Order Regarding Depositions (ECFs 150-152), where the Court held a telephonic hearing on April 5, 2024 (ECF 171). During the fact discovery period, Lead Plaintiff served subpoenas on the following third parties: Foros Securities LLC; Barclays Capital Inc.; Goldman Sachs & Co. LLC; JP Morgan Chase & Co.; Kroll LLC; Ernst & Young LLP; Stephens Inc.; Uniti Group Inc.; U.S. Bank National Association; Aurelius Capital Master, Ltd.; and JP Morgan Securities LLC.

24. Lead Plaintiff and Defendants participated in two voluntary, confidential, and largely in-person mediation sessions with Robert A. Meyer, an experienced mediator, on February 27, 2024 and April 8, 2024. Lead Plaintiff and Defendants engaged in good faith negotiations but did not reach a settlement at either session. Following additional settlement discussions with Mr. Meyer, on May 6, 2024, the parties agreed in principle to settle the litigation in return for a cash payment of \$85 million for the benefit of the Settlement Class, subject to approval by the Court. Also on May 6, 2024, with Lead Plaintiff's approval, Defendants notified the Court that the parties had reached an agreement in principle to settle the litigation and requested that the Court stay discovery and all proceedings, other than in connection with the Settlement. On May 8, 2024, the Court entered an order staying all discovery deadlines and removing the May 17, 2024 hearing from the Court's docket. ECF 179.

25. On [_____,] 2024, the Court granted Lead Plaintiff's motion for preliminary approval of the Settlement, authorized this Notice, and set the Settlement Hearing for [_____,] 2024.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

26. If you are a member of the Settlement Class, you are subject to the Settlement unless you timely request to be excluded. The Settlement Class consists of: (i) all Persons or entities who acquired Windstream common stock in exchange for their shares of EarthLink in connection with the close of the Merger between EarthLink and Windstream on or about February 27, 2017, and were damaged thereby; (ii) all Persons or entities who held EarthLink common stock as of January 23, 2017, the record date for EarthLink stockholders in the Merger, and acquired Windstream common stock in exchange for their shares of EarthLink in connection with the close of the Merger on or about February 27, 2017, and were damaged thereby; and (iii) all Persons or entities who purchased or otherwise acquired Windstream common stock pursuant and/or traceable to the Offering Documents, and were damaged thereby. Excluded from the Settlement Class are Defendants and their immediate families, any entity in which a Defendant has a controlling interest, and the legal representatives, heirs, successors, or assigns of any such

excluded party. Also excluded from the Settlement Class are all Persons and entities who timely and validly request exclusion from the Settlement Class in accordance with the requirements set by the Court in connection with this Notice and the legal representatives, affiliates, heirs, successors, or assigns of any such excluded Person.

27. Windstream issued shares of common stock pursuant to the Offering Documents. Persons who acquired shares of Windstream common stock that are “traceable” to the Offering Documents (as opposed to generally on the open market) may be entitled to compensation under the Plan of Allocation. If you believe that shares of Windstream common stock that you acquired after the Merger are specifically traceable to shares of Windstream common stock issued pursuant to the Offering Documents in connection with the Merger, you must submit documents with your Proof of Claim showing that the specific shares you purchased or otherwise acquired were in fact issued pursuant to the Offering Documents.

RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU ARE A SETTLEMENT CLASS MEMBER AND WISH TO BE POTENTIALLY ELIGIBLE TO RECEIVE A DISTRIBUTION OF THE SETTLEMENT PROCEEDS, YOU MUST COMPLETE, SIGN, AND SUBMIT THE ENCLOSED PROOF OF CLAIM POSTMARKED NO LATER THAN [_____] , 2024.

WHAT ARE LEAD PLAINTIFF’S REASONS FOR THE SETTLEMENT?

28. Lead Plaintiff and Plaintiff’s Counsel believe that the claims asserted against Defendants have merit. Lead Plaintiff and Plaintiff’s Counsel recognize, however, the expense and length of continued proceedings necessary to pursue their claims against Defendants through trial and appeals, as well as the difficulties in establishing liability and damages. Lead Plaintiff and Plaintiff’s Counsel have considered the amount of the Settlement, as well as the uncertain outcome and risk in complex lawsuits like this one. Such risks include, among others, the risk that Lead Plaintiff would be unsuccessful in proving that Defendants’ alleged misstatements were materially false and misleading, or caused compensable damages to the Settlement Class. Lead Plaintiff and Plaintiff’s Counsel have also considered the financial condition of Defendants Windstream and EarthLink.

29. In light of the amount of the Settlement and the immediacy of recovery to the Settlement Class, Lead Plaintiff and Plaintiff’s Counsel believe that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. Lead Plaintiff and Plaintiff’s Counsel believe that the Settlement provides a substantial benefit now, namely \$85 million in cash (less the various deductions described in this Notice), as compared to the risk that the claims would produce a smaller recovery, or no recovery, after summary judgment, trial, and appeals, possibly years in the future.

30. Defendants have denied and continue to deny each and all of the claims alleged by Lead Plaintiff in the Action. Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or

omissions alleged, or that could have been alleged, in the Action. Defendants also have denied and continue to deny, among other things, the allegations that Lead Plaintiff or the Settlement Class have suffered any damage, or that Lead Plaintiff or the Settlement Class were harmed by the conduct alleged in the Action. Defendants are entering into the Settlement solely to eliminate the uncertainty, burden, and expense of further protracted litigation.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

31. If there were no Settlement and Lead Plaintiff failed to establish any essential legal or factual element of the alleged claims, neither Lead Plaintiff nor the Settlement Class would recover anything from Defendants. Also, if Defendants were successful in defeating Lead Plaintiff's Motion for Class Certification or in proving any of their defenses, either at summary judgment, at trial, or on appeal, the Settlement Class likely would recover substantially less than the amount provided in the Settlement, or nothing at all.

HOW MUCH WILL MY PAYMENT BE?

32. The Defendants have agreed to cause to be paid Eighty-Five Million U.S. Dollars (\$85,000,000.00) in cash into escrow for the benefit of the Settlement Class. At this time, it is not possible to make any determination as to how much individual Settlement Class Members may receive from the Settlement. Lead Plaintiff has proposed a plan for allocating the Net Settlement Fund to those Settlement Class Members who timely submit valid Proofs of Claim. The Plan of Allocation proposed by Lead Plaintiff is set forth below, and additional information is available on the website created for purposes of this Settlement, www.EarthLinkMergerSettlement.com.

33. All members of the Settlement Class who fail to timely submit an acceptable Proof of Claim by the deadline set by the Court, or such other deadline as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to the Settlement, but will in all other respects be subject to and bound by the terms of the Settlement, including Settlement Class Members' release of all Released Plaintiffs' Claims.

34. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any member of the Settlement Class.

35. The Plan of Allocation set forth below is the proposed plan submitted by Lead Plaintiff and Lead Counsel for the Court's approval. Please read the Plan of Allocation carefully. The Court may approve this plan as proposed or it may modify it without further notice to the Settlement Class.

36. By submitting a Proof of Claim, each Settlement Class Member shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim and the subject matter of the Settlement.

37. Persons and entities who exclude themselves from the Settlement Class will not be eligible to receive a distribution from the Net Settlement Fund and shall not submit Proofs of Claim.

PLAN OF ALLOCATION

38. If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Authorized Claimants – members of the Settlement Class who timely submit valid Proofs of Claim to the Claims Administrator that are accepted for payment – in accordance with this proposed Plan of Allocation (“Plan of Allocation”) or such other plan of allocation as the Court may approve. Settlement Class Members who do not timely submit valid Proofs of Claim will not share in the Net Settlement Fund but will otherwise be bound by the Settlement. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Settlement Class. Any order modifying the Plan of Allocation will be posted on the Settlement website: www.EarthLinkMergerSettlement.com.

39. The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Settlement Class Members based on their respective economic losses resulting from the alleged misrepresentations and omissions in the Registration Statement. In this case, given the similarity of the claims, Settlement Class Members, and damages issues brought under both the 1933 Act and the 1934 Act, as well as the specific statutorily-prescribed methodology for calculating damages under the 1933 Act, the statutory damages formula set forth in §11(e) of the Securities Act serves as the basis for the calculation of the Recognized Loss Amounts under the Plan of Allocation. The Plan of Allocation contained below, which was developed by Lead Plaintiff’s damages expert, generally tracks the statutory §11(e) formula.

40. **For each share of (i) Windstream common stock acquired in exchange for EarthLink common stock as part of the Merger on or about February 27, 2017, or (ii) Windstream common stock acquired following the Merger through March 19, 2018, that can be shown to be traceable to Windstream shares issued in the Merger in exchange for Earthlink shares, the Recognized Loss is the difference between \$7.85 per Windstream share² (or the purchase price if less than \$7.85 per share) minus:**

- (a) the sales price per Windstream share, if sold prior to March 19, 2018;³
- (b) the greater of: (i) the sales price per Windstream share, or (ii) \$1.67 per Windstream share,⁴ if sold from March 19, 2018 through March 31, 2018; or
- (c) \$6.18 per Windstream share, if held at the end of March 31, 2018.⁵

² The \$7.85 per Windstream share represents the consideration paid, or the value of the Earthlink shares given up for each Windstream share, based on Windstream’s February 27, 2017 closing price.

³ March 19, 2018, is the date the first §11 suit was filed in this matter.

⁴ On March 19, 2018, Windstream’s closing price was \$1.67 per share, and this closing price is assumed to be the value of each Windstream share at the time this action was brought.

41. If the Recognized Loss per the above formula is negative, it shall be set to \$0.

42. If a claimant has more than one sale of Windstream common stock, purchases and sales will be matched on a First In, First Out (“FIFO”) basis for each respective security. Under the FIFO method, EarthLink shares sold after the close of the Merger will be first matched, in chronological order against the respective Windstream share first acquired in connection with the Merger.

43. An Authorized Claimant’s Recognized Loss shall be the amount used to calculate the Authorized Claimant’s *pro rata* share of the Net Settlement Fund. If the sum total of Recognized Loss of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. The *pro rata* share shall be the Authorized Claimant’s Recognized Loss divided by the total of the Recognized Loss of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. The Net Settlement Fund will be allocated among all Authorized Claimants; however, no distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

44. Sales of Windstream common stock will be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. Any sales of Windstream common stock executed outside regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next trading session.

45. Option Contracts are not securities eligible to participate in the Settlement. With respect to shares of Windstream common stock sold through the exercise of an option, the sale date of the Windstream common stock is the exercise date of the option and the sale price of the Windstream common stock is the exercise price of the option.

46. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund after a reasonable amount of time following the date of the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be donated to Legal Aid of Arkansas.

47. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may

⁵ By the end of March 31, 2018, Windstream’s closing prices had permanently declined below \$1.67 per share. Consequently, the Recognized Loss is the difference between \$7.85 per share minus \$1.67 per share, or \$6.18 per Windstream share.

be approved by the Court for this Settlement, shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, Lead Counsel, Lead Plaintiff's damages expert, Defendants, Defendants' Counsel, any of the other Settlement Class Members, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further orders of the Court. Lead Plaintiff, Lead Counsel, Defendants and their respective counsel, and all other Released Parties, shall have no responsibility or liability whatsoever for the investment or distribution of the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation or payment of any Proof of Claim or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

48. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Settlement Class Member or claimant.

WHAT RIGHTS AM I GIVING UP BY AGREEING TO THE SETTLEMENT?

49. If the Settlement is approved, the Court will enter a judgment (the "Judgment"). Among other things, the Judgment will dismiss with prejudice the claims against Defendants and will provide that Lead Plaintiff and all other Released Plaintiff Parties (as defined in ¶54 below) shall have fully, finally, and forever compromised, settled, released, relinquished, waived, discharged, and dismissed each and every one of the Released Claims (as defined in ¶51 below), including Unknown Claims (as defined in ¶56 below), against each and every one of the Released Defendant Parties (as defined in ¶53 below) and shall be permanently barred and enjoined from the institution, maintenance, prosecution, or enforcement against any Released Defendant Party, in any state or federal court, administrative forum, arbitral forum, or other foreign or domestic forum, of any and all Released Claims (including, without limitation, Unknown Claims). Claims to enforce the terms of the Settlement are not released. As set out in more detail in the Stipulation, the Judgment may also bar you from seeking compensation from the Released Defendant Parties if you are ever held liable to a third party on a claim that is related to the allegations in this litigation.

50. "Offering Documents" means the: (a) registration statement on Form S-4 that Windstream filed with the SEC on December 8, 2016, as amended on January 9, 2017, and January 13, 2017 (which, in the case of the January 13, 2017 amendment, was filed with the SEC on January 17, 2017), and declared effective on January 17, 2017; (b) the joint proxy statement/prospectus that Windstream filed with the SEC under Rule 424(B)(3) on January 24, 2017, and that was mailed to EarthLink and Windstream stockholders on or about January 25, 2017; (c) the joint proxy/prospectus that EarthLink filed with the SEC on Schedule 14A as a proxy statement on January 24, 2017; (d) the 8-K that EarthLink filed with the SEC pursuant to Rule 425 under the Securities Act on February 14, 2017; and (e) all documents incorporated by reference in, or supplements to, any of the foregoing documents.

51. "Released Claims" means the Released Plaintiffs' Claims and the Released Defendants' Claims.

52. “Released Defendants’ Claims” means all claims and causes of action of every nature and description, including both known claims and Unknown Claims (as defined below), whether arising under federal, state, common, or foreign law, or any other law, that Defendants could have asserted against any of the Released Plaintiff Parties, including Plaintiff’s Counsel, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims in the Action, except for claims relating to the enforcement of the Settlement. “Released Defendants’ Claims” do not include (a) claims between or among Defendants or any combination of Defendants, including claims for indemnification, or (b) between Defendants and their insurers.

53. “Released Defendant Parties” means each and all of Defendants, Defendants’ Counsel, and each of their Related Persons.

54. “Released Plaintiff Parties” means Lead Plaintiff, each and every Settlement Class Member, Plaintiff’s Counsel, and each of their Related Persons. Released Plaintiff Parties does not include any Person who timely and validly seeks exclusion from the Settlement Class.

55. “Released Plaintiffs’ Claims” means any and all potential or actual claims, demands, losses, rights, liabilities, and causes of action of every nature and description whatsoever, including both known claims and Unknown Claims (as defined below), whether arising under federal, state, common, or foreign law, or any other law, that have been asserted or could have been asserted in the Action or in any forum, whether foreign or domestic, that arise out of, are based on, or relate to in any way: (a) the allegations, facts, matters, events, transactions, acts, occurrences, statements, disclosures, representations, misrepresentations, and/or omissions which were or could have been alleged in the Second Amended Complaint or this Action (including claims relating to alleged false or misleading statements or omissions in the Offering Documents); (b) the exchange of EarthLink common stock for Windstream common stock in connection with the Merger; and (c) the purchase or acquisition of Windstream common stock pursuant or traceable to the Offering Documents. The Released Plaintiffs’ Claims shall not release any claims to enforce the Settlement.

56. “Unknown Claims” means (a) any and all Released Plaintiffs’ Claims that any Released Plaintiff Party does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and (b) any and all Released Defendants’ Claims that any Released Defendant Party does not know or suspect to exist in his, her or its favor, regardless of whether such claim(s), if known by any Released Party, might have affected his, her or its decision to enter into this Settlement, execute the Stipulation, and agree to all the various releases set forth therein, or might have affected his, her or its decision not to object to this Settlement or not exclude himself, herself or itself from the Settlement Class. Unknown Claims include, without limitation, those claims in which some or all of the facts composing the claim may be unsuspected, undisclosed, concealed, or hidden. With respect to any and all Released Claims, the Released Parties stipulate and agree that, upon the Effective Date, Released Plaintiff Parties (as regards the Released Plaintiffs’ Claims) and Released Defendant Parties (as regards the Released Defendants’ Claims) shall expressly waive and relinquish, and each Settlement Class Member shall be deemed to have and by operation of law and of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights, and benefits conferred by Cal. Civ. Code §1542, or any law of any state or territory of the United States, or principle of common law or of international or foreign law, which is similar, comparable, or

equivalent to Cal. Civ. Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Released Parties acknowledge, and shall be deemed by operation of law to have acknowledged, that they may hereafter discover facts, legal theories, or authorities in addition to or different from those which he, she, it, or their counsel now knows or believes to be true with respect to the subject matter of the Released Plaintiffs' Claims or Released Defendants' Claims, but (a) the Released Plaintiff Parties shall expressly fully, finally, and forever compromise, settle, and release, and, upon the Effective Date, and by operation of the Judgment, shall have compromised, settled, and released, fully, finally, and forever, any and all Released Plaintiffs' Claims against the Released Defendant Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities, and (b) the Released Defendant Parties shall expressly fully, finally, and forever compromise, settle, and release, and, upon the Effective Date, and by operation of the Judgment, shall have compromised, settled, and released, fully, finally, and forever, any and all Released Defendants' Claims against the Released Plaintiff Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Released Parties acknowledge, and shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is an essential element of the Settlement of which this release is a part.

57. The Judgment also will provide that Defendants and each of the other Released Defendant Parties (i) shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever compromised, settled, released, relinquished, waived, released, discharged, and dismissed each and every one of the Released Plaintiff Parties, including Plaintiff's Counsel, from all Released Defendants' Claims (including, without limitation, Unknown Claims), and (ii) shall forever be barred and enjoined from asserting, commencing, instituting, prosecuting, assisting, or maintaining any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative or other forum, foreign or domestic, asserting the Released Defendants' Claims (including without limitation, Unknown Claims) against any and all of the Released Plaintiff Parties. Claims to enforce the terms of the Stipulation are not released.

WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?

58. Plaintiff's Counsel have not received any payment for their services in pursuing claims against Defendants on behalf of the Settlement Class, nor have Plaintiff's Counsel been paid for their expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for (a) an award of attorneys' fees for all Plaintiff's Counsel from the Settlement Fund of no more than 32% of the Settlement Amount, plus interest; (b) payment from the Settlement Fund for litigation expenses in a total amount not to exceed \$950,000.00, plus interest; and (c) an award to Lead Plaintiff in connection with his representation of the Settlement Class. The Court will determine the amount of the award of fees, expenses, and award to the Lead Plaintiff, if any. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

**HOW DO I PARTICIPATE IN THE SETTLEMENT?
WHAT DO I NEED TO DO?**

59. If you fall within the definition of the Settlement Class as described above, and you do not elect to exclude yourself from the Settlement Class, then you are a Settlement Class Member, and you will be bound by the proposed Settlement if the Court approves it, and by any judgment or determination of the Court affecting the Settlement Class, whether favorable or unfavorable. If you are a Settlement Class Member, you must submit a Proof of Claim and supporting documentation to establish your potential entitlement to share in the proceeds of the Settlement. A Proof of Claim is included with this Notice, or you may go to the website maintained by the Claims Administrator for the Settlement to download the Proof of Claim. The website is www.EarthLinkMergerSettlement.com. You may also request a Proof of Claim by calling toll-free 1-866-967-0679. Those who do not submit timely and valid Proofs of Claim with adequate supporting documentation will not be entitled to share in the proceeds of the Settlement unless otherwise ordered by the Court. Please retain all original records of your ownership of, or transactions in, the shares, as they may be needed to document your claim.

60. As a Settlement Class Member, for purposes of the Settlement, you are represented by Lead Plaintiff and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in ¶70 below

61. If you wish to object to the Settlement or any of its terms, the proposed Plan of Allocation, or Plaintiff's Counsel's Fee and Expense Application, you may present your objections by following the instructions in the section entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?" below. If you exclude yourself from the Settlement Class, you are not entitled to submit an objection.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT CLASS?

62. If you do not want to participate in this Settlement, and you want to keep the right to potentially sue the Defendants and the other Released Defendant Parties, on your own, about the claims being released by the Settlement, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself—or is sometimes referred to as “opting out.” If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this Action, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitation or repose.

63. To exclude yourself from the Settlement Class and the Settlement, you must send a signed request for exclusion (“Request for Exclusion”) to the Claims Administrator (see below) that is postmarked (for U.S. Mail) or received by the private carrier (for FedEx, UPS, etc.) no later than _____, 2024 (a date that is twenty-one (21) calendar days prior to the Settlement Hearing). You will not be able to exclude yourself from the Settlement Class after that date. A Request for Exclusion must provide: (i) the name, address, and telephone number of the Person requesting exclusion (or, in the case of an entity, the name and telephone number of the appropriate contact person); (ii) a list and supporting documentation identifying the number of shares of Windstream common stock that were either received in exchange for EarthLink common stock in connection with the Merger or were purchased or otherwise acquired pursuant and/or traceable to the Offering Documents; (iii) a statement that the Person “requests exclusion from the Settlement Class in *Murray v. EarthLink Holdings Corp., et al.*, No. 4:18-cv-00202-JM”; and (iv) the signature of the Person requesting exclusion (and, in the case of an entity, the signature of an authorized representative). Your Request for Exclusion should be sent to:

EarthLink Merger Settlement
Claims Administrator
c/o Gilardi – a Verita Company
EXCLUSIONS
P.O. Box 5100
Larkspur, CA 94977-5100

64. A Request for Exclusion is not valid unless it provides all the required information and is sent within the time stated above, or is otherwise accepted by the Court. If you submit a valid and timely Request for Exclusion in the manner set forth in this Notice, you will have no rights under the Settlement, you will not share in the distribution of the Net Settlement Fund, you will not be bound by the Settlement or any final Judgment relating to the Settlement, and you cannot object to the Settlement.

65. Unless otherwise ordered by the Court, if you would otherwise be a Settlement Class Member and fail to timely and validly request exclusion from the Settlement Class, you will be deemed to have waived your right to be excluded from the Settlement Class, and you will be barred from requesting exclusion from the Settlement Class.

66. Windstream has the right to terminate the Settlement if valid Requests for Exclusion are received from Persons entitled to be members of the Settlement Class in an amount that exceeds an amount agreed to by Lead Plaintiff and Defendants.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?
DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DO NOT LIKE THE SETTLEMENT?**

67. If you do not wish to object in person to the proposed Settlement, the proposed Plan of Allocation, and/or the Fee and Expense Application, you do not need to attend the Settlement Hearing. You can object to the Settlement without attending the Settlement Hearing.

68. The Settlement Hearing will be held on _____, 2024, at _____ .m., before the Honorable James M. Moody, at the United States District Court, Eastern District of Arkansas, Courtroom 4A, Richard Sheppard Arnold United States Courthouse, 500 West Capitol Avenue, Little Rock, Arkansas 72201. You should be aware that the Court may change the date, time, and location of the Settlement Hearing without another notice being sent to Settlement Class Members. It is important that you monitor the Court's docket or the Settlement website, www.EarthLinkMergerSettlement.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date and time of the hearing will be posted to the Settlement website, www.EarthLinkMergerSettlement.com. If you want to attend the hearing, you should check with Lead Counsel or the Settlement website, www.EarthLinkMergerSettlement.com, beforehand to be sure that the date and/or time has not changed. The Court reserves the right to approve the Settlement, the Plan of Allocation, the Fee and Expense Allocation, and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the Settlement Class Members.

69. Any Settlement Class Member may object to the Settlement, the Plan of Allocation, or Plaintiff's Counsel's Fee and Expense Allocation.⁶ You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

70. Any objection to the proposed Settlement must be in writing. All written objections and supporting papers must: (a) clearly identify the case name and number (*Murray v. EarthLink Holdings Corp., et al.*, No. 4:18-cv-00202-JM (E.D. Ark.)); (b) be submitted in writing to Robbins Geller Rudman & Dowd LLP, David A. Knotts, 655 West Broadway, Suite 1900, San Diego, CA 92101; Skadden, Arps, Slate, Meagher & Flom LLP, Noelle M. Reed and Wallis M. Hampton, 1000 Louisiana Street, Suite 6800, Houston, TX 77002; and Norton Rose Fulbright US LLP, Peter A. Stokes, 98 San Jacinto Boulevard, Suite 1100, Austin, TX 78701-4255, so that the objections are received no later than twenty-one (21) calendar days prior to the Settlement Hearing, or _____, 2024; and (c) be filed with the Clerk of the Court, United States District Court, Eastern District of Arkansas, 500 West Capitol Avenue, Little Rock, Arkansas 72201, no

⁶ Lead Plaintiff's initial motion papers in support of these matters will be filed with the Court on or before _____, 2024.

later than _____, 2024.

71. The written objection must (a) include the name, address, and telephone number of the Person objecting; (b) be signed by the objector (even if the objector is represented by counsel), (c) include documentation establishing the objector's membership in the Settlement Class, including the number of shares of Windstream common stock that were either received in exchange for EarthLink common stock in connection with the Merger or were purchased or otherwise acquired pursuant and/or traceable to the Offering Documents; and (d) contain a statement of specific reasons for the objection, including any legal and evidentiary support the objector wishes to bring to the Court's attention, and whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class. Objectors who desire to present evidence at the Settlement Hearing in support of their written objection must include in their written objection the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing. The written objection must identify all other class action settlements the objector or his, her or its counsel has previously objected to; and copies of any papers, briefs, or other documents upon which the objection is based. Documentation establishing membership in the Settlement Class must consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from the objector's broker containing the transactional and holding information found in a broker confirmation slip or account statement. Objectors who desire to present evidence at the Settlement Hearing in support of their objection must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing. Such witnesses may be heard orally at the discretion of the Court.

72. You may not object to the Settlement or any aspect of it if you elect to exclude yourself from the Settlement Class.

73. You may file a written objection without having to appear at the Settlement Hearing. You may not appear at the Settlement Hearing to orally present your objection, however, unless you have first filed a written objection and notice of appearance and served them on the attorneys identified in ¶70 above in accordance with the procedures described above, unless the Court orders otherwise.

74. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. If you decide to hire an attorney, which will be at your own expense, he or she must file a notice of appearance with the Court and serve it on the attorneys identified in ¶70 above so that the notice is received on or before _____, 2024.

75. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class, other than a posting of the adjournment on the Settlement website, www.EarthLinkMergerSettlement.com. If you plan to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel's Fee

and Expense Application. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

76. If you are a bank, brokerage house, or other nominee who held Windstream or EarthLink common stock for the benefit of any Settlement Class Member, you are directed to: (i) request within seven (7) calendar days of receipt of this Notice and the accompanying Proof of Claim at notifications@veritaglobal.com or *EarthLink Merger Settlement*, c/o Gilardi – a Verita Company, P.O. Box 301171, Los Angeles, CA 90030-1171 sufficient copies of the Notice and the Proof of Claim to forward to all such beneficial owners; or (ii) send a list of the names and addresses of such beneficial owners to the Claims Administrator within seven (7) calendar days after receipt of this Notice.

77. If you choose the first option, you must mail the Notice and Proof of Claim within seven (7) calendar days of receipt of those documents from the Claims Administrator. Within three (3) calendar days of such mailing, you must send a statement to the Claims Administrator confirming that the mailing was made as directed, and retain your mailing records (including the list of names and addresses) for use in connection with any possible future notice to the Settlement Class. Upon full compliance with these instructions, including the timely mailing of the Notice and Proof of Claim to beneficial owners, you may seek reimbursement of your reasonable expenses actually incurred in complying with these instructions by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought and reflecting compliance with these instructions. Reasonable out-of-pocket expenses actually incurred in connection with the foregoing includes up to \$0.03 per record for providing names, addresses, and email addresses to the Claims Administrator; up to a maximum of \$0.03 per Notice mailed by you, plus postage at the rate used by the Claims Administrator; or \$0.03 per Notice sent by email. Such properly documented expenses incurred by nominees in compliance with the terms of these instructions will be paid from the Settlement Fund. If you choose the second option, the Claims Administrator will mail copies of the Notice and Proof of Claim to the beneficial owners.

**CAN I SEE THE COURT FILE?
WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

78. This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Stipulation available at www.EarthLinkMergerSettlement.com, or by contacting Lead Counsel below. You may also access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court, Eastern District of Arkansas, Richard Sheppard Arnold United States Courthouse, 500 West Capitol Avenue, Little Rock, Arkansas 72201, during regular office hours, Monday through Friday, excluding Court holidays. All inquiries concerning this Notice or the Proof of Claim should be directed to:

EarthLink Merger Settlement
Claims Administrator
c/o Gilardi – a Verita Company
P.O. Box 301171
Los Angeles, CA 90030-1171
Telephone: 1-866-967-0679

-or-

David Knotts, Esq.
ROBBINS GELLER RUDMAN & DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101
1-800-449-4900
settlementinfo@rgrdlaw.com
Lead Counsel

**EXCEPT AS SPECIFICALLY PROVIDED IN THIS NOTICE, DO NOT CALL OR
WRITE THE COURT, DEFENDANTS, DEFENDANTS' COUNSEL, OR THE
OFFICE OF THE CLERK OF COURT
REGARDING THIS NOTICE.**

Dated: _____

By Order of the Court
United States District Court
Eastern District of Arkansas

EXHIBIT A-2

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS

ROBERT MURRAY, On Behalf of Himself	)	No. 4:18-cv-00202-JM
and All Others Similarly Situated,)	
	)	<u>CLASS ACTION</u>
Plaintiff,)	
	)	PROOF OF CLAIM AND RELEASE
vs.)	
	)	EXHIBIT A-2
EARTHLINK HOLDINGS CORP., et al.)	
)	
Defendants.)	

EarthLink Merger Settlement
Claims Administrator
c/o Gilardi – a Verita Company
P.O. Box 301171
Los Angeles, CA 90030-1171
Telephone: 1-866-967-0679
Email: info@earthlinkmergersettlement.com
Website: www.EarthLinkMergerSettlement.com

PROOF OF CLAIM AND RELEASE

To be eligible to receive a share of the Net Settlement Fund in connection with the Settlement of this Action, you must complete and sign this Proof of Claim and Release form (“Proof of Claim”) and mail it by first-class mail to the above address, *postmarked no later than* _____, 2024 **or submit it online at the above website so that it is *received* on or before** _____, 2024. Proofs of Claim that are legibly postmarked no later than _____, 2024 will be treated as received on the postmark date. Please be advised that the U.S. Postal Service may not postmark mail which is not presented in person.

Failure to submit your Proof of Claim by the date specified will subject your claim to rejection and may preclude you from being eligible to receive any money in connection with the Settlement.

Do not mail or deliver your Proof of Claim to the Court, the parties to the Action, or their counsel. Submit your Proof of Claim only to the Claims Administrator at the address set forth above.

PART I – INTRODUCTION

A. General Instructions

1. To recover as a member of the Settlement Class based on your claims in the action entitled *Murray v. EarthLink Holdings Corp., et al.*, No. 4:18-cv-00202-JM (the “Action”), you must complete, and on page [] hereof, sign this Proof of Claim and Release (“Proof of Claim”). If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim, your claim may be rejected, and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed settlement of the Action.

2. Submission of this Proof of Claim, however, does not assure that you will share in the proceeds of settlement in the Action. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation set forth in the Notice, if it is approved by the Court, or by such other Plan of Allocation that the Court approves.

3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM SO THAT IT IS **POSTMARKED** (IF MAILED) OR **RECEIVED** (IF SUBMITTED ONLINE) ON OR BEFORE _____, 2024, ADDRESSED AS FOLLOWS:

EarthLink Merger Settlement
Claims Administrator
c/o Gilardi – a Verita Company
P.O. Box 301171
Los Angeles, CA 90030-1171
Telephone: 1-866-967-0679
Online Submissions: www.EarthLinkMergerSettlement.com

If you are NOT a member of the Settlement Class, as defined below and in the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”), DO NOT submit a Proof of Claim.

4. If you are a member of the Settlement Class and you do not elect to request exclusion from the Settlement Class, you are bound by the terms of any judgment entered in the Action,

including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.

5. It is important that you completely read and understand the Notice that accompanies this Proof of Claim, including the Plan of Allocation of the Net Settlement Fund set forth in the Notice. The Notice describes the proposed Settlement, how Settlement Class Members are affected by the Settlement, and the manner in which the Net Settlement Fund will be distributed if the Settlement and Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Proof of Claim. By signing and submitting this Proof of Claim, you will be certifying that you have read and that you understand the Notice, including the terms of the releases described therein and provided for herein.

B. Claimant Identification

1. This Proof of Claim is directed to: (i) all Persons or entities who acquired Windstream common stock in exchange for their shares of EarthLink in connection with the close of the Merger between EarthLink and Windstream on or about February 27, 2017, and were damaged thereby; (ii) all Persons or entities who held EarthLink common stock as of January 23, 2017, the record date for EarthLink stockholders in the Merger, and acquired Windstream common stock in exchange for their shares of EarthLink in connection with the close of the Merger on or about February 27, 2017, and were damaged thereby; and (iii) all Persons or entities who purchased or otherwise acquired Windstream common stock pursuant and/or traceable to the Offering Documents, and were damaged thereby. Excluded from the Settlement Class are Defendants and their immediate families, any entity in which a Defendant has a controlling interest, and the legal representatives, heirs, successors, or assigns of any such excluded party. Also excluded from the Settlement Class are all Persons and entities who timely and validly request exclusion from the Settlement Class in

accordance with the requirements set by the Court in connection with the Notice of Proposed Settlement of Class Action and the legal representatives, affiliates, heirs, successors, or assigns of any such excluded Person.

2. If you held shares of EarthLink Holdings Corp. (“EarthLink”) common stock that were exchanged for Windstream Holdings, Inc. (“Windstream”) common stock in connection with the close of the merger between EarthLink and Windstream on or about February 27, 2017 (the “Merger”) and/or purchased or otherwise acquired Windstream common stock pursuant and/or traceable to the Offering Documents and held the certificate(s) in your name, you are the beneficial purchaser or acquirer as well as the record purchaser or acquirer. If, however, the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial holder and the third party is the record holder.

3. Use Part II of this form entitled “Claimant Identification” to identify the beneficial owner(s) of (a) the shares of Windstream common stock that were either received in exchange for EarthLink common stock in connection with the Merger or were purchased or otherwise acquired pursuant and/or traceable to the Offering Documents, and (b) subsequent sales in Windstream common stock. The complete name(s) of the beneficial owner(s) must be entered. THIS CLAIM MUST BE FILED AND SIGNED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF WINDSTREAM COMMON STOCK THAT WAS EITHER RECEIVED IN EXCHANGE FOR EARTHLINK COMMON STOCK IN CONNECTION WITH THE MERGER OR WAS PURCHASED OR OTHERWISE ACQUIRED PURSUANT AND/OR TRACEABLE TO THE OFFERING DOCUMENTS.

4. Windstream issued the following documents (the “Offering Documents”) in connection with the Merger: (a) the registration statement on Form S-4 that Windstream filed with

the SEC on December 8, 2016, as amended on January 9, 2017, and January 13, 2017 (which, in the case of the January 13, 2017 amendment, was filed with the SEC on January 17, 2017), and declared effective on January 17, 2017; (b) the joint proxy statement/prospectus that Windstream filed with the SEC under Rule 424(B)(3) on January 24, 2017, and that was mailed to EarthLink and Windstream stockholders on or about January 25, 2017; (c) the joint proxy/prospectus that EarthLink filed with the SEC on Schedule 14A as a proxy statement on January 24, 2017; (d) the 8-K that EarthLink filed with the SEC pursuant to Rule 425 under the Securities Act on February 14, 2017; and (e) all documents incorporated by reference in, or supplements to, any of the foregoing documents.

5. Windstream then issued shares of common stock pursuant to these Offering Documents. Persons who acquired shares of Windstream common stock that are “traceable” to the Offering Documents (as opposed to generally on the open market) may be entitled to compensation under the Plan of Allocation. If you believe that other shares of Windstream common stock that you acquired after the Merger are specifically traceable to shares of Windstream common stock issued pursuant to the Offering Documents in connection with the Merger, you must submit documents with your Proof of Claim showing that the specific shares you purchased or otherwise acquired were in fact issued pursuant to the Offering Documents.

6. All joint beneficial owners must sign this Proof of Claim and be identified in Part II. The complete names and last four digits of the Social Security (or full Taxpayer Identification) Number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

7. **One Proof of Claim should be submitted for each separate legal entity.** Separate Proofs of Claim should be submitted for each separate legal entity (*e.g.*, a claim from joint owners

should not include separate transactions of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions made solely in the individual's name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity on one Proof of Claim, no matter how many separate accounts that entity has (*e.g.*, a corporation with multiple brokerage accounts should include all transactions made in all accounts on one Proof of Claim).

8. Agents, executors, administrators, guardians, and trustees must complete and sign the Proof of Claim on behalf of persons represented by them, and they must:

- (a) expressly state the capacity in which they are acting;
- (b) identify the name, account number, last four digits of the Social Security Number (or full Taxpayer Identification Number), address, and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the Windstream common stock that was either received in exchange for EarthLink common stock in connection with the Merger or was purchased or otherwise acquired pursuant and/or traceable to the Offering Documents; and
- (c) furnish herewith evidence of their authority to bind to the Proof of Claim the person or entity on whose behalf they are acting. (Authority to complete and sign a Proof of Claim cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade securities in another person's accounts.)

9. By submitting a signed Proof of Claim, you will be swearing that you:

- (a) own or owned the Windstream common stock you have listed in the Proof of Claim that was either received in exchange for EarthLink common stock in connection with the Merger or was purchased or otherwise acquired pursuant and/or traceable to the Offering Documents and engaged in the subsequent listed transactions in Windstream common stock; or
- (b) are expressly authorized to act on behalf of the owner thereof.

C. Proof of Claim

1. Use Part III of this form entitled "Schedule of Transactions in EarthLink and Windstream Common Stock" to supply all required details of your requested holdings and/or

transaction(s) in EarthLink and Windstream common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

2. On the schedules, provide all of the requested information with respect to all of your shares of Windstream common stock (a) that was either received in exchange for EarthLink common stock in connection with the Merger or was purchased or otherwise acquired pursuant and/or traceable to the Offering Documents in connection with the Merger, and (b) all of your purchases, acquisitions, and sales of Windstream common stock that took place at any time from February 27, 2017 through March 31, 2018, inclusive. Failure to report all such transactions and holdings may result in the rejection of your claim.

3. List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

4. You are required to submit genuine and sufficient documentation for all of the requested transactions in and holdings of EarthLink and Windstream common stock set forth in the Proof of Claim. Documentation may consist of copies of brokerage confirmation slips, monthly brokerage account statements, or an authorized statement from your broker containing the transactional and holding information found in a broker confirmation slip or account statement. If you believe that any of the Windstream common stock that you purchased or otherwise acquired after the Merger is traceable to the Windstream common stock that was issued pursuant to the Offering Documents, provide documentation showing that the specific shares you purchased or otherwise acquired were issued pursuant to the Offering Documents. The parties and the Claims Administrator do not independently have information about your investments in EarthLink and Windstream common stock. IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OF THE DOCUMENTS OR EQUIVALENT DOCUMENTS FROM

YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. **Please keep a copy of all documents that you send to the Claims Administrator. Also, do not highlight any portion of the Proof of Claim or any supporting documents.**

5. The above requests are designed to provide the minimum amount of information necessary to process the simplest claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your losses. In the event the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Settlement Class with the information provided, the Claims Administrator may condition acceptance of the claim upon the production of additional information and/or the claimant's responsibility for any increased costs due to the nature and/or scope of the claim.

6. If the Court approves the Settlement, payments to eligible Authorized Claimants pursuant to the Plan of Allocation (or such other plan of allocation as the Court approves) will be made after any appeals are resolved, and after the completion of all claims processing. The claims process will take substantial time to complete fully and fairly. Please be patient.

7. **PLEASE NOTE:** As set forth in the Plan of Allocation, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

8. If you have questions concerning the Proof of Claim, or need additional copies of the Proof of Claim or the Notice, you may contact the Claims Administrator at the address on the first page of the Proof of Claim, by email at info@earthlinkmergersettlement.com, or by toll-free phone at 1-866-967-0679, or you can visit the website, www.EarthLinkMergerSettlement.com, where copies of the Proof of Claim and Notice are available for downloading.

9. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All such claimants **MUST** also submit a manually signed paper Proof of Claim whether or not they also submit electronic copies. To obtain the **mandatory** electronic filing requirements and file layout, you may visit the Settlement website at www.EarthLinkMergerSettlement.com or you may email the Claims Administrator at edata@veritaglobal.com. **Any file not in accordance with the required electronic filing format will be subject to rejection.** Only one claim should be submitted for each separate legal entity (*see* ¶B.7 above) and the **complete** name of the beneficial owner(s) of the securities must be entered where called for (*see* ¶B.3 above). Distribution payments must be made by check or electronic payment payable to the Authorized Claimant (beneficial account owner). The Third-Party Filer shall not be the payee of any distribution payment check or electronic distribution payment. No electronic files will be considered to have been submitted unless the Claims Administrator issues an email to that effect. **Do not assume that your file has been received until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the Claims Administrator at edata@veritaglobal.com to inquire about your file and confirm it was received.**

IMPORTANT: PLEASE NOTE

YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR PROOF OF CLAIM BY MAIL, WITHIN 60 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD WITHIN 60 DAYS, CALL THE CLAIMS ADMINISTRATOR TOLL FREE AT 1-866-967-0679.

PART II – CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last) or, if the Beneficial Owner is an entity, the name of the entity

Joint Beneficial Owner's Name (if applicable) (First, Middle, Last)

Name of Representative, if applicable (executor, administrator, trustee, c/o, etc.), if different from Beneficial Owner

Street Address

City

State or Province

Zip Code or Postal Code

Country

Last Four Digits of Social Security Number or Taxpayer Identification Number

Individual
Corporation/Other

Area Code

Telephone Number (work)

Area Code

Telephone Number (home)

Email Address

Record Owner's Name (if different from beneficial owner listed above)

PART III – SCHEDULE OF TRANSACTIONS IN EARTHLINK AND WINDSTREAM COMMON STOCK

Please be sure to include proper documentation with your Proof of Claim as described in detail in ¶C.4 of the General Instructions. Do not include information regarding securities other than EarthLink and Windstream common stock.

- A. Number of shares of Windstream common stock held as of the close of trading on February 26, 2017. (Must be documented.) If none, write “zero”: _____.
- B. Number of shares of Windstream common stock received in exchange for EarthLink common stock in connection with the Merger that closed on February 27, 2017. (Must be documented.) If none, write “zero”: _____.
- C. Number of shares of Windstream common stock purchased or acquired that are specifically traceable to shares of Windstream common stock issued pursuant to the Offering Documents in connection with the Merger. (Must be documented.) If none, write “zero”: _____. *If the answer to (B) and (C) is zero, you are not a Settlement Class Member and need not proceed further.*
- D. Purchases or acquisitions of shares of Windstream common stock from February 27, 2017 through March 31, 2018, inclusive OTHER THAN those listed in (B) and (C) above. (Must be documented.):

Date of Purchase/ Acquisition (Trade Date) Mo. / Day / Year	Number of Windstream Shares Purchased or Acquired	Purchase / Acquisition Price Per Share	Total Purchase or Acquisition Price (excluding any taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

IMPORTANT: If any purchase listed covered a “short sale,” please mark Yes: Yes

- E. Sales of shares of Windstream common stock from February 27, 2017 through March 31, 2018, inclusive. (Must be documented.):

Trade Date Mo. / Day / Year	Number of Windstream Shares Sold	Sale Price Per Share	Total Sales Price (not deducting any taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$

/ /		\$	\$
/ /		\$	\$

F. Number of shares of Windstream common stock held at the close of trading on March 31, 2018. (Must be documented.) If none, write “zero”:

_____.

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGEMENTS, RELEASE, AND CERTIFICATIONS ON PAGE __. FAILURE TO SIGN THE SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGEMENTS, RELEASE, AND CERTIFICATIONS MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

By signing and submitting this Proof of Claim, the claimant(s) or person(s) who represent(s) the claimant(s) agrees to the Submission to Jurisdiction of Court, Acknowledgments, Release, and Certifications below.

PART IV – SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (we) submit this Proof of Claim under the terms of the Stipulation of Settlement dated September 4, 2024 (“Stipulation”) described in the Notice. I (we) also submit to the jurisdiction of the United States District Court for the Eastern District of Arkansas, with respect to implementing and enforcing the Settlement or matters, including my (our) claim as a Settlement Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I (we) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (we) agree to furnish additional information to Lead Counsel and/or the Claims Administrator to support this claim if required to do so. I (we) have not submitted any other claim covering the same acquisition(s) of Windstream common stock that was either (a) received in exchange for EarthLink common stock in connection with the Merger, or (b) purchased or otherwise acquired pursuant and/or traceable to the Offering Documents and know of no other Person having done so on my (our) behalf.

PART V – RELEASE AND CERTIFICATIONS

1. I (we) hereby acknowledge that pursuant to the terms of the Stipulation, without further action by anyone, upon the Effective Date of the Settlement, I (we) on behalf of myself (ourselves) and my (our) heirs, beneficiaries, executors, administrators, predecessors, successors, representatives, or assignees, in their capacity as such (a) shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, relinquished, waived, and discharged against each and every one of the Released Defendant Parties (whether or not I (we) share in the Net Settlement Fund) any and all Released Plaintiffs' Claims (including, without limitation, Unknown Claims), and (b) shall forever be barred and enjoined from asserting, commencing, instituting, prosecuting, assisting, or maintaining any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative or other forum, foreign or domestic, asserting the Released Plaintiffs' Claims (including without limitation, Unknown Claims) against any and all of the Released Defendant Parties, whether or not I (we) share in the Net Settlement Fund, all as defined herein and in the Notice and Stipulation.

2. I (we) have read and understand the contents of the Notice, the Plan of Allocation, and this Proof of Claim, including the releases provided for in the Stipulation and the terms of the Plan of Allocation.

3. I (we) am (are) a member of the Settlement Class, as defined in the Notice, and am (are) not excluded by definition from the Settlement Class as set forth in the Notice.

4. I (we) have not submitted a request for exclusion from the Settlement Class.

5. This release shall be of no force or effect unless and until the Court approves the Stipulation and it becomes effective on the Effective Date.

6. I (we) hereby warrant and represent that I (we) (a) own the Windstream common stock identified in the Proof of Claim or have authority to act on behalf of the owner; and (b) have

not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter or claim released pursuant to this release or any other part or portion thereof and have not submitted any other claim covering the same acquisition(s) of Windstream common stock that was either (a) received in exchange for EarthLink common stock in connection with the Merger, or (b) purchased or otherwise acquired pursuant and/or traceable to the Offering Documents, and know of no other person having done so on my (our) behalf.

7. I (we) hereby warrant and represent that I (we) have included all requested information about all of my (our) acquisitions of Windstream common stock.

8. The number(s) shown on this form is (are) the correct SSN/TIN(s).

9. I (we) waive the right to trial by jury, to the extent it exists, and agree to the determination by the Court of the validity or amount of this Claim, and waive any right of appeal or review with respect to such determination.

10. I (we) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (a) I (we) am (are) exempt from backup withholding, or (b) I (we) have not been notified by the Internal Revenue Service (the "IRS") that I (we) am (are) subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me (us) that I (we) are no longer subject to backup withholding

(NOTE: If you have been notified by the IRS that you are subject to backup withholding, you must cross out Item 10 above.)

I (we) declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true, correct, and complete and that the documents submitted with this Proof of Claim are true and correct copies of what they purport to be.

Executed this ____ day of _____, 20 __,
(Month/Year)

in _____, _____
(City) (State/Country)

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing, e.g., Beneficial Purchaser or Acquirer, Executor or Administrator)

For Joint Beneficial Purchaser, if any:

(Sign your name here)

(Type or print your name here)

ACCURATE CLAIMS PROCESSING TAKES A
SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Please sign the above release and acknowledgment. If this Proof of Claim is being made on behalf of joint claimants, then all joint claimants must sign.
2. Remember to attach copies of supporting documentation, if available.
3. Do not send original stock certificates. Attach only *copies* of acceptable supporting documentation as these documents will not be returned to you.
4. Keep a copy of your Proof of Claim and all supporting documentation for your records.
5. The Claims Administrator will acknowledge receipt of your Proof of Claim by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgement postcard. **If**

you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator toll free at 1-866-967-0679.

6. If you move after submitting this Proof of Claim, please notify the Claims Administrator of the change in your address. Otherwise you may not receive additional notices or payment.

7. Do not use red pen or highlighter on the Proof of Claim or supporting documentation. You must use black or blue ink or your claim may be deemed deficient.

8. If you have any questions or concerns regarding your claim, contact the Claims Administrator, c/o Gilardi – a Verita Company, P.O. Box 301171, Los Angeles, CA 90030-1171, by email at info@earthlinkmergersettlement.com, or by toll-free phone at 1-866-967-0679, or you may visit www.EarthLinkMergerSettlement.com. DO NOT call Defendants or their counsel with questions regarding your claim.

EXHIBIT A-3

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS

ROBERT MURRAY, On Behalf of Himself	)	No. 4:18-cv-00202-JM
and All Others Similarly Situated,)	
	)	<u>CLASS ACTION</u>
Plaintiff,	)	SUMMARY NOTICE
vs.	)	EXHIBIT A-3
EARTHLINK HOLDINGS CORP., et al.)	
)	
Defendants.)	

SUMMARY NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

IF YOU: (i) ACQUIRED WINDSTREAM COMMON STOCK IN EXCHANGE FOR SHARES OF EARTHLINK IN CONNECTION WITH THE CLOSE OF THE MERGER BETWEEN EARTHLINK AND WINDSTREAM ON OR ABOUT FEBRUARY 27, 2017, AND WERE DAMAGED THEREBY; (ii) HELD EARTHLINK COMMON STOCK AS OF JANUARY 23, 2017, THE RECORD DATE FOR EARTHLINK STOCKHOLDERS IN THE MERGER, AND ACQUIRED WINDSTREAM COMMON STOCK IN EXCHANGE FOR SHARES OF EARTHLINK IN CONNECTION WITH THE CLOSE OF THE MERGER ON OR ABOUT FEBRUARY 27, 2017, AND WERE DAMAGED THEREBY, OR (iii) PURCHASED OR OTHERWISE ACQUIRED WINDSTREAM COMMON STOCK PURSUANT AND/OR TRACEABLE TO THE OFFERING DOCUMENTS ISSUED IN CONNECTION WITH THE MERGER, AND WERE DAMAGED THEREBY, YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT. CERTAIN PERSONS ARE EXCLUDED FROM THE DEFINITION OF THE SETTLEMENT CLASS AS SET FORTH IN THE STIPULATION OF SETTLEMENT.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and by Order of the United States District Court for the Eastern District of Arkansas, that in the above-captioned litigation (the “Action”), a Settlement has been proposed for \$85 million in cash. An in-person hearing will be held on _____, 2024, at __:__ .m., before the Honorable James M. Moody Jr., at the United States District Court, Eastern District of Arkansas, Courtroom 4A, Richard Sheppard Arnold United States Courthouse, 500 West Capitol Avenue, Little Rock, Arkansas 72201, for the purpose of determining whether: (1) the proposed Settlement should be approved by the Court as fair, reasonable, and adequate to the Settlement Class; (2) the Settlement Class as defined in the parties’ Stipulation of Settlement should be certified for Settlement purposes; (3) the Action should be dismissed with prejudice against the Defendants and the releases specified and described in the Stipulation of Settlement should be granted; (4) the proposed Plan of Allocation for distribution of the Settlement proceeds is fair, reasonable, and

adequate and therefore should be approved; and (5) the application of Lead Counsel for the payment of attorneys' fees and expenses and any award to Lead Plaintiff from the Settlement Fund, including interest earned thereon (the "Fee and Expense Application"), should be approved.

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, YOUR RIGHTS WILL BE AFFECTED BY THE SETTLEMENT OF THE ACTION, AND YOU MAY BE ENTITLED TO SHARE IN THE NET SETTLEMENT FUND. If you have not received a detailed Notice of Pendency and Proposed Settlement of Class Action (the "Notice") and a copy of the Proof of Claim and Release (the "Proof of Claim"), you may obtain a copy of these documents by contacting the Claims Administrator: *EarthLink Merger Settlement*, c/o Gilardi – a Verita Company, P.O. Box 301171, Los Angeles, CA 90030-1171; info@earthlinkmergersettlement.com; 1-866-967-0679. You may also obtain copies of the Stipulation of Settlement, Notice, and Proof of Claim at www.EarthLinkMergerSettlement.com.

If you are a Settlement Class Member, to be eligible to share in the distribution of the funds remaining after the payment of certain fees and expenses (the "Net Settlement Fund"), you must submit a Proof of Claim by mail *postmarked* no later than _____, 2024, or submit it online by that date. Proof of Claims that are legibly postmarked no later than _____, 2024 will be treated as received on the postmark date. Please be advised that the U.S. Postal Service may not postmark mail which is not presented in person. If you are a Settlement Class Member and do not submit a valid Proof of Claim by the deadline, you will not be eligible to share in the distribution of the Net Settlement Fund, but you will still be bound by any judgment or orders entered by the Court in this Action (including the releases provided for therein).

If you are a Settlement Class Member, you will be bound by any judgment entered by the Court in this Action (including the releases provided for therein) whether or not you submit a Proof

of Claim. If you desire to be excluded from the Settlement Class, you must submit a request for exclusion such that it is postmarked (if sent by U.S. mail) or received by the Claims Administrator (if sent by private carrier) no later than _____, 2024, in the manner and form explained in the Notice. If you properly elect to exclude yourself from the Settlement Class, you will not be bound by the terms of the Settlement or any final judgment related to the Settlement and you will have no right to recover money from the distribution of the Net Settlement Fund.

Any objection to the Settlement, the Plan of Allocation, or the Fee and Expense Application must be **received** by **each** of the following recipients **no later than** _____, 2024:

Clerk of the Court
United States District Court, Eastern District of Arkansas
Richard Sheppard Arnold United States Courthouse
500 West Capitol Avenue
Little Rock, AR 72201

Lead Counsel:

Robbins Geller Rudman & Dowd LLP
David A. Knotts
655 West Broadway, Suite 1900
San Diego, CA 92101

Counsel for Defendants:

Skadden, Arps, Slate, Meagher & Flom LLP
Noelle M. Reed
Wallis M. Hampton
1000 Louisiana Street, Suite 6800
Houston, TX 77002

Norton Rose Fulbright US LLP
Peter A. Stokes
98 San Jacinto Boulevard, Suite 1100
Austin, TX 78701-4255

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE
REGARDING THIS NOTICE.** If you have any questions about the Settlement, you may contact

Lead Counsel at the address listed above.

DATED: _____

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS

EXHIBIT B

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS

ROBERT MURRAY, On Behalf of Himself
and All Others Similarly Situated,

Plaintiff,

vs.

EARTHLINK HOLDINGS CORP., et al.

Defendants.

) No. 4:18-cv-00202-JM

) CLASS ACTION

) [PROPOSED] FINAL JUDGMENT AND
) ORDER OF DISMISSAL WITH PREJUDICE

) EXHIBIT B

This matter came before the Court for hearing pursuant to the Order Preliminarily Approving Settlement and Providing for Notice (“Preliminary Approval Order”), dated _____, on the application of the Settling Parties for approval of the Settlement set forth in the Stipulation of Settlement dated September 4, 2024 (the “Stipulation”). Due and adequate notice having been given to the Settlement Class as required in the Preliminary Approval Order, the Court having reviewed and considered the Stipulation and all other papers filed in connection with the Settlement and the Action and the proceedings held herein, having conducted the Settlement Hearing on _____, having considered all oral and written comments received regarding the Settlement, including any objections thereto, and otherwise being fully informed of the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Judgment incorporates by reference the definitions in the Stipulation, and all capitalized terms used herein shall have the same meanings as set forth in the Stipulation, unless otherwise stated herein.

2. This Court has jurisdiction over the subject matter of the Action and personal jurisdiction over all Settling Parties, including each of the Settlement Class Members.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby affirms its determination in the Preliminary Approval Order and finally certifies, solely for purposes of effectuating the Settlement, a Settlement Class defined as: (i) all Persons or entities who acquired Windstream common stock in exchange for their shares of EarthLink in connection with the close of the Merger between EarthLink and Windstream on or about February 27, 2017, and were damaged thereby; (ii) all Persons or entities who held EarthLink common stock as of January 23, 2017, the record date for EarthLink stockholders in the Merger, and acquired Windstream common stock in exchange for their shares of EarthLink in connection with the close of the Merger on or about February 27, 2017, and were damaged thereby; and (iii) all Persons or entities who purchased or

otherwise acquired Windstream common stock pursuant and/or traceable to the Offering Documents, and were damaged thereby. Excluded from the Settlement Class are Defendants and their immediate families, any entity in which a Defendant has a controlling interest, and the legal representatives, heirs, successors, or assigns of any such excluded party. Also excluded from the Settlement Class are all Persons and entities who timely and validly requested exclusion from the Settlement Class in accordance with the requirements set by the Court in connection with the Notice of Proposed Settlement of Class Action and the legal representatives, affiliates, heirs, successors, or assigns of any such excluded Person.

4. Solely for purposes of the Settlement of this Action, the Court further affirms its determinations in the Preliminary Approval Order that: (a) the number of Settlement Class Members is so numerous that joinder of all Settlement Class Members in the Settlement Class is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) Lead Plaintiff's claims are typical of the claims of the Settlement Class; (d) Lead Plaintiff and Plaintiff's Counsel have and will fairly and adequately represent and protect the interests of Settlement Class Members; (e) the questions of law and fact common to Settlement Class Members predominate over any questions affecting only individual Settlement Class Members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the Action, considering: (i) the interests of the Settlement Class Members individually controlling the prosecution with separate actions; (ii) the extent and nature of any litigation concerning the controversy already commenced by Settlement Class Members; (iii) the desirability or undesirability of concentrating the litigation of these claims in this particular forum; and (iv) the difficulties likely to be encountered in the management of the class action.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects, including, without

limitation, the amount of the Settlement; the releases provided for therein, including the release of the Released Plaintiffs' Claims against the Released Defendant Parties; and the dismissal with prejudice of the claims asserted against Defendants in the Action. The Court finds that:

(a) the Stipulation and the Settlement contained therein are, in all respects, fair, reasonable, and adequate to the Settlement Class;

(b) there was no collusion in connection with the Stipulation;

(c) the Stipulation was the product of informed, arm's-length negotiations among competent, able counsel; and

(d) the record is sufficiently developed and complete to have enabled Plaintiff and Defendants to have adequately evaluated and considered their positions.

6. Accordingly, the Court authorizes and directs implementation and performance of all the terms and provisions of the Stipulation, as well as the terms and provisions of this Judgment. Except as to any individual claims of those Persons identified in Exhibit 1 who have validly and timely requested exclusion from the Settlement Class pursuant to the Notice, the Action and all claims contained therein are dismissed with prejudice as to Lead Plaintiff and the other Settlement Class Members, and as against each and all of the Released Defendant Parties. The terms of the Stipulation and this Judgment shall be forever binding on Defendants, Lead Plaintiff, and the Settlement Class Members. The Settling Parties are to bear their own costs except as otherwise expressly provided in the Stipulation.

7. No Person shall have any claim against Lead Plaintiff, the Settlement Class, Plaintiff's Counsel, Released Defendant Parties, Defendants' Counsel, or the Claims Administrator based on distributions made substantially in accordance with the Settlement, the Stipulation, and the Plan of Allocation, or otherwise as further ordered by the Court.

8. Upon the Effective Date, and without further order of the Court or action by anyone:

(a) Each of the Released Plaintiff Parties, including Lead Plaintiff and each of the Settlement Class Members, (i) shall be deemed to have, and by operation of law and this Judgment shall have, fully, finally, and forever compromised, settled, released, relinquished, waived, discharged, and dismissed against each and every one of the Released Defendant Parties (whether or not such Released Plaintiff Party executes and delivers the Proof of Claim or shares in the Net Settlement Fund) any and all Released Plaintiffs' Claims (including, without limitation, Unknown Claims), and (ii) shall forever be barred and enjoined from asserting, commencing, instituting, prosecuting, assisting, or maintaining any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative or other forum, foreign or domestic, asserting the Released Plaintiffs' Claims (including without limitation, Unknown Claims) against any and all of the Released Defendant Parties, whether or not such Released Plaintiff Party executes and delivers the Proof of Claim or shares in the Net Settlement Fund). Claims to enforce the terms of the Stipulation are not released.

(b) Defendants and each and every Released Defendant Party (i) shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever compromised, settled, released, relinquished, waived, discharged, and dismissed each and every one of the Released Plaintiff Parties, including Plaintiff's Counsel, from all Released Defendants' Claims (including, without limitation, Unknown Claims), and (ii) shall forever be barred and enjoined from asserting, commencing, instituting, prosecuting, assisting, or maintaining any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative or other forum, foreign or domestic, asserting the Released Defendants' Claims (including without limitation, Unknown Claims) against any and all of the Released Plaintiff Parties, including Plaintiff's Counsel. Claims to enforce the terms of the Stipulation are not released.

9. Pursuant to the PSLRA and common law, this Judgment bars all future claims and claims by any individual or entity against any of the Released Defendant Parties, and by the Released Defendant Parties against any individual or entity, for (a) contribution or indemnity (or any other claim or claim, however denominated on whatsoever theory) arising out of or related to the claims or allegations asserted by Lead Plaintiff in the Action, or (b) any other claim of any type, whether arising under state, federal, common, or foreign law, for which the injury claimed is that Person's actual or threatened liability to Lead Plaintiff and/or Settlement Class Members arising out of or related to the claims or allegations asserted by Lead Plaintiff in the Action. Any final verdict or judgment that may be obtained by or on behalf of the Settlement Class or a Settlement Class Member against any individual or entity subject to the Bar Order shall be reduced by the greater of: (a) an amount that corresponds to the percentage of responsibility of Defendants for common damages; or (b) the amount paid by or on behalf of Defendants to the Settlement Class or Settlement Class Members for common damages. Nothing in this Judgment shall release any claims that Defendants may have against their own respective liability insurance carriers. Nothing in this Judgment shall be construed to impair, negate, diminish, or adversely affect any rights of Defendants or their successors or assigns under or with respect to any insurance policies, including, but without limitation, any rights to seek to recover or to recover insurance proceeds or payments under any insurance policies with respect to amounts paid pursuant to this Stipulation or incurred in connection with the Action, or any other actual or alleged loss or liability.

10. The distribution of the Notice and publication of the Summary Notice as provided for in the Preliminary Approval Order (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances, including notice to individual Settlement Class Members who could be identified through reasonable effort; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement

Class Members of the pendency of the Action, of the effect of the proposed Settlement (including the releases to be provided hereunder), of Lead Counsel's Fee and Expense Application, of their right to object to the Settlement, the Plan of Allocation, and/or the Fee and Expense Application, of their right to exclude themselves from the Settlement Class, and of their right to appear at the Settlement Hearing; (d) constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, as amended, and all other applicable laws and rules. No Settlement Class Member is relieved from the terms of the Settlement, including the releases provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice. A full opportunity has been offered to the Settlement Class Members to object to the proposed Settlement and to participate in the hearing thereon. The Court further finds that the notice provisions of the Class Action Fairness Act, 28 U.S.C. §1715, were fully discharged and that the statutory waiting period has elapsed. Thus, it is hereby determined that all Settlement Class Members (which excludes those persons listed on Exhibit 1 to this Judgment) are bound by this Judgment.

11. Any Plan of Allocation submitted by Plaintiff's Counsel or any order entered regarding any Fee and Expense Application shall in no way disturb or affect this Judgment and shall be considered separately from this Judgment. Any order or proceeding relating to the Plan of Allocation or any order entered regarding any attorneys' fee and expense application, or any appeal from any order relating thereto or reversal or modification thereof, shall not affect or delay the finality of the Judgment in this Action.

12. Neither the Stipulation (whether or not consummated), including the Exhibits attached hereto and the Plan of Allocation contained therein (or any other plan of allocation that may

be approved by the Court), the negotiations leading to the execution of the Stipulation, nor any proceedings taken pursuant to or in connection with the Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith), nor this Judgment:

(a) shall be (i) offered or used against any of the Released Defendant Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendant Parties with respect to the truth of any fact alleged by Lead Plaintiff or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendant Parties, or (ii) in any way referred to for any other reason as against any of the Released Defendant Parties, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation;

(b) shall be (i) offered or used against any of the Released Plaintiff Parties, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Plaintiff Parties that any of their claims are without merit, that any of the Released Defendant Parties had meritorious defenses, or that damages recoverable from Defendants under the Second Amended Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or (ii) in any way referred to for any other reason as against any of the Released Plaintiff Parties, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or

(c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial against Defendants.

Provided, however, that the Released Parties and their respective counsel may refer to the Settlement and/or the Judgment to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.

13. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing and exclusive jurisdiction over: (a) the Settling Parties, including the Settlement Class Members, for purposes of the administration, interpretation, implementation, and enforcement of the Settlement set forth in this Stipulation and matters related to or arising under the Settlement; (b) payment of the Settlement Amount by Defendants in accordance with the Stipulation; (c) any award or distribution of the Net Settlement Fund, including interest earned thereon; (d) the disposition of the Settlement Fund; (e) the Plan of Allocation; and (f) the Fee and Expense Application.

14. The Court finds that during the course of the Action, Lead Plaintiff, Plaintiff's Counsel, Defendants, and Defendants' Counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure.

15. In the event that the Settlement is terminated in accordance with the terms of the Stipulation, or the Effective Date does not occur, or in the event that the Settlement Fund, or any portion thereof, is returned to the Defendants or their insurers, then this Judgment, including the Court's certification of the Settlement Class, shall (i) be rendered null and void to the extent provided by and in accordance with the Stipulation, (ii) be vacated, and (iii) be without prejudice to the rights of the Settling Parties. In such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation. In that event, the Settling Parties shall revert to their respective positions in the Action as of May 6, 2024.

16. The Released Parties shall bear their own costs and expenses except as otherwise provided in the Stipulation or in this Judgment.

17. Without further approval from the Court, the Settling Parties are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any of its exhibits to effectuate the Settlement that (a) are not materially inconsistent with this Judgment, and (b) do not materially limit the rights of Settlement Class Members in connection with the Settlement. Without further order of the Court, the Released Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

18. There is no just reason to delay the entry of this Judgment as a final judgment pursuant to Rule 54(b) of the Federal Rules of Civil Procedure. Accordingly, the Court directs immediate entry of this Judgment by the Clerk of the Court.

19. The Court's orders entered during this Action relating to the confidentiality of information shall survive this Settlement.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE JAMES M. MOODY JR.
UNITED STATES DISTRICT JUDGE

Exhibit 1

[List of Persons Excluded from the Settlement Class Pursuant to Request]