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# **EXHIBIT C**

#### WINDSTREAM HOLDINGS, INC

Mailstop B1F03-53A 4001 Rodney Parham Road Little Rock, Arkansas 72212



Carol Keith Deputy General Counsel

847.550.4433 Email: Carol.Keith@windstream.com

March 26, 2019

#### **By Electronic Mail & Overnight Delivery**

Cody J. Harrison, Vice President. Associate General Counsel 400 Atlantic Street Stamford, CT 06901 Cody.J.Harrison@charter.com

### Re: Supplemental Cease and Desist Spectrum's Advertising Regarding Windstream's Chapter 11

Dear Mr. Harrison:

I am following up regarding my cease and desist letter, dated March 21, 2019, concerning direct mailouts to Windstream customers containing false and misleading information with regard to Windstream's Chapter 11 and inappropriately threatening our customers that they may lose their television and/or internet.

Since that communication we have been made aware from several sources that this false and misleading distortion was not limited geographically or simply a one-off effort in a limited market. Apparently, Spectrum is engaging in an intentional and coordinated, national assault targeting Windstream customers committed to causing irreparable injury and damage to Windstream's reputation and business. This continues to be compounded by more disconnects about which we are receiving notice, as late as yesterday. Obviously, this is a concerted effort to create the false appearance of "uncertainty" to buttress your false and misleading allegations.

To date, these false and misleading mailouts have surfaced in Alabama, North Carolina, Nebraska and elsewhere. Customers are calling in or coming in to our local stores unhappy, upset and concerned about these scare tactics. Also, some of these customers are also Windstream employees who, understandably, reacted to this assault with distress and alarm.

Most concerning is the fact that some of our customers, upon receiving the targeted mailouts, called Spectrum to inquire and were told by Spectrum that they "have a contract with Windstream to buy us out". More than one customer was told this and we know who these customers are.

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This misconduct is unacceptable and will not be tolerated. This goes beyond a mere marketing decision made in bad taste and is clearly an illegal targeting of Windstream's services and/or business in the marketplace using "false and misleading" representations. Furthermore, when given the opportunity, Spectrum employees have been directed to double down and outright lie to Windstream customers that Spectrum has a contract to buy Windstream out.

We have previously informed you of the actions that Windstream is and will be taking against Spectrum if this misconduct is not ceased immediately including pursuing any and all available legal avenues. Both Nebraska and Alabama have strong unlawful trade practices acts making it unlawful to disparage "the goods, services or business of another by false or misleading representations of fact." AL Code § 8-19-5 (2015) and Nebraska revised Statute 87-302. Of note are North Carolina's deceptive trade practices laws which provide for treble damages. N.C. GEN STAT, § 75-16. Trebling of damages is automatic and is not subject to judicial review. States also provide investigative and enforcement powers to their respective attorney generals wherever these fraudulent mailouts are occurring with penalties, fines and damages awarded on a per violation basis.

Based on our previous contact and conversations, Windstream was given assurances that you would be taking this matter seriously, would be investigating and would provide us with a response. As of this writing we still have not received a response. What we continue to receive are contacts from our customers consistently expressing their outrage and concerns.

Spectrum must immediately cease and desist from all further use of these false and misleading mailouts and seeks Spectrum's written assurances of its compliance with the above demands as of the date of this letter.

If you fail to provide the assurances requested, Windstream has taken the necessary steps to allow it to bring these illegal actions directly to the bankruptcy court for a determination of damages and is prepared to do just that.

Nothing contained in this letter should be considered as a waiver of any rights and claims of Windstream or its subsidiaries, which are hereby expressly reserved.

We look forward to hearing from you as outlined above.

Sincerely,

Deputy General Counsel