

QUINN EMANUEL URQUHART & SULLIVAN, LLP

Susheel Kirpalani
Benjamin I. Finestone
Anil Makhijani
51 Madison Avenue, 22nd Floor
New York, New York 10010
Telephone: (212) 849-7000
Telecopier: (212) 849-7100

Co-counsel Charter Communications Operating, LLC

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

)	
In re:)	Chapter 11
)	
WINDSTREAM FINANCE, CORP., <i>et al.</i> ,)	Case No. 19-22397 (RDD)
)	
Reorganized Debtors.)	(Formerly Jointly Administered under Lead Case Windstream Holdings, Inc., 19-22312)
)	

**DECLARATION OF MARK HOLMES
IN SUPPORT OF CHARTER’S OPPOSITION TO THE REORGANIZED
DEBTORS’ MOTION FOR ENTRY OF AN ORDER AUTHORIZING ASSUMPTION
OF THE CHARTER AGREEMENTS AND GRANTING RELATED RELIEF**

I, Mark Holmes, pursuant to 28 U.S.C. § 1746 and upon penalty of perjury declare as follows:

1. I make this declaration based on my personal, firsthand knowledge, and if called and sworn as a witness, I could and would testify competently thereto.

2. I submit this declaration in support of *Charter’s Opposition to Reorganized Debtors’ Motion For Entry of an Order Authorizing Assumption of the Charter Agreements and Granting Related Relief* (the “Opposition”) filed simultaneously herewith. Capitalized terms used herein shall, unless otherwise defined, have the same meaning ascribed to them in the Opposition.



3. I currently serve as Group Vice President for Enterprise Decision Support at Charter Communications, Inc. In that role, I am responsible for the financial analysis team focused on the evaluation of capital investment for the company's enterprise business. This includes the review of new business opportunities as well as providing strategic, financial, and tactical support to a variety of operational teams (sales, product, service delivery, engineering, legal, etc.) and senior leadership. My team is also responsible for accounts receivables as well as collections and bad debt activity (day-to-day management and ongoing reporting and analysis).

4. Over the last several months, Windstream Services, LLC ("Windstream") and Charter Communications Operating, LLC ("Charter") have engaged in negotiations regarding the terms under which Windstream would assume certain contracts (the "Proposed Assumed Contracts") in the event it chose to do so. I was the lead negotiator on behalf of Charter. My primary counterparty at Windstream was Wendy Hays. During the post-bankruptcy period, Windstream has been paying the amounts due, approximately \$3 million per month, generally on a timely basis.

5. Several months ago, Ms. Hays and I began negotiating the terms under which Windstream would assume the Proposed Assumed Contracts. These negotiations included significant work by both Windstream and Charter, including reviewing and reconciling historical invoices and payments as well as disputes on approximately 20,000 invoices. These negotiations, and my conversations with Ms. Hays, became more frequent around the beginning of May. I consider myself and Ms. Hays to have a good and cooperative working relationship.

6. On May 11, 2021, I had a constructive meeting with Ms. Hays to discuss the outstanding balances between the parties under the Proposed Assumed Contracts. The following day, Ms. Hays sent me an email which included a "proposed resolution of the outstanding balances"

under the Proposed Assumed Contracts. A true and correct copy of that email is attached hereto as Exhibit A (at 4-5). That email included a settlement proposal from Windstream which calculated a “Final Reconciled Balance” of \$11,243,249. Ms. Hays communicated that this “proposed balance below that would be paid by WIN would resolve all amounts, billed or unbilled, through December 31, 2020.”

7. I reviewed Ms. Hays’ proposed settlement against Charter’s reconciliation and, after speaking with my supervisor, informed Ms. Hays that her offer would be acceptable if Windstream increased the amount to address two additional categories of obligations. Specifically, on Friday, May 21, 2021, I sent a follow up email to Ms. Hays. A true and correct copy of that email is attached hereto as Exhibit A (at 3-4). In that email I explained to Ms. Hays that her settlement offer did not account for two issues: (1) a “[r]e-term dispute” of \$1.5 million; and (2) interest charges on long overdue amounts. On the interest point, I emphasized to Ms. Hays that even though Charter had agreed to “suspend interest charges [for several months] as our teams worked through reconciliation efforts[, i]n aggregate, total accrued interest is now \$3.25M, and we believe we are owed this amount based on the underlying contracts.” I made clear to Ms. Hays that, “We are good with the remaining elements you noted in your summary and want to highlight we are open to finding a common resolution to these two remaining items.” I asked Ms. Hays to connect with me on Monday, May 25, 2021, so we could work to find a common resolution.

8. On Monday, May 25, 2021, I had a phone conversation with Ms. Hays to further discuss the two open points. Shortly thereafter, I sent a follow up email to Ms. Hays recapping our discussion. A true and correct copy of that email is attached hereto as Exhibit A (at 3).

9. In my email, I offered to split the difference on the “re-term dispute” and, with respect to interest charges, I explained to Ms. Hays that the “key issue” for Charter was a concern

regarding the “time we’ve waited on getting payment on the aged receivables (including Windstream’s original proposed cure of \$5.7M).” In the email, I urged Ms. Hays to work with me to “find some common ground on this piece.” From my perspective, I was focused on achieving a fair compromise that would bring cash in the door without further delay. I never contemplated a scenario where cash would not be paid shortly after an agreement was struck between Ms. Hays and myself (and that agreement was documented by the lawyers).

10. Ms. Hays and I spoke again a couple of days later, on May 26, 2021, primarily about the outstanding interest piece. Ms. Hays asked me to explain more about our entitlement to interest for overdue amounts in light of the fact that we had not included interest charges on invoices submitted to Windstream during the bankruptcy case.

11. On June 4, 2021, I had another phone conversation with Ms. Hays to reiterate that we needed some concession on the interest payments. After the phone conversation, I sent a follow up email to Ms. Hays further explaining why Charter believed it was lawfully entitled to charge interest, and why Charter did not believe it was appropriate to invoice interest for unpaid amounts during the bankruptcy case. I emphasized that Charter “did not agree to waive our contractual right to charge said late fees / interest.” A true and correct copy of that email is attached hereto as Exhibit A (at 1-2).

12. On June 7, 2021, Ms. Hays emailed me regarding the last open item. A true and correct copy of that email is attached hereto as Exhibit A (at 1). In that email, Ms. Hays stated that Windstream “can agree today” to a settlement amount of \$12 million and that she “hope[d] that we can agree on the \$12M and wrap this up.” Given that every other item had already been agreed upon, Ms. Hays especially urged me “to consider whether it is prudent to take only the matter of interest in front of Judge Drain.”

13. Between June 7, 2021 and June 18, 2021, I had several conversations internally to determine if Charter could accept a payment of \$12 million to settle the dispute. Charter ultimately decided that it could. On June 18, 2021, I had a phone conversation with Ms. Hays. On that phone call, I agreed on behalf of Charter to resolve the matter in exchange for a \$12 million payment. From my perspective, this matter was then turned over to the lawyers to document the compromise.

14. On June 30, 2021 in the afternoon I sent an email to Ms. Hays and asked: "have you heard anything from your counsel on the settlement? I'm checking with mine as well on any status updates to ensure information is flowing between the companies. Just wondering if things are moving along from your perspective?" A true and correct copy of this email is attached hereto as Exhibit B. Ms. Hays did not respond to that email.

15. However, on July 1, 2021, almost two weeks after I thought we had reached resolution, I received an unexpected email from Ms. Hays. A true and correct copy of that email is attached hereto as Exhibit C (at 1-2). In that email, Ms. Hays stated:

Mark - I wanted to touch base with you regarding the stipulation your counsel prepared to memorialize our resolution of the cure dispute.

The stipulation correctly states that Charter has accepted Windstream's offer of \$12 million (inclusive of all interest and late fees) to completely resolve the cure dispute between us. However, we have comments on the manner and timing of payment. Windstream should not be forced to pay \$12 million to Charter, in light of Judge Drain's ruling that Charter owes \$19.1 to Windstream. I know that Charter is appealing that ruling, so Windstream is ok putting the \$12 million into escrow. If Charter wins on appeal, the \$12 million will be released and paid to Charter.

Our counsel will be reaching out to your counsel later today to discuss. If you would like to discuss, please let me know.

Thanks,
Wendy

16. I was surprised by Ms. Hays' email. As stated, a material aspect—indeed, the key aspect—of our agreement was that Charter be paid promptly. We had been waiting a long time to for these overdue amounts and I had made that clear to Ms. Hays. She never discussed the possibility of putting the \$12 million settlement in escrow or otherwise delaying payment until after we settled. In fact, the word “escrow” did not come up a single time in our discussions or email correspondence. I was also surprised by Ms. Hays's mention of the bankruptcy litigation and an “appeal.” I knew that Charter had lost in litigation with Windstream on an unrelated issue, but I was not involved in that dispute and did not know its status, let alone believe that it was in any way connected to the settlement on the Proposed Assumed Contracts. Given my surprise, I responded to Ms. Hays the following day as follows:

Hi Wendy – I checked with my counsel on how we should respond, as I am not close to the other proceeding and wasn't expecting any connection between the two. Here's our response, but I would suggest our attorneys work this piece out at their levels.

We are appealing the judgment in the adversary proceeding, and the appeal has not been decided yet. We believe we have good legal arguments that will change the amount of the adversary proceeding award you've noted below as a potential offset against the cure settlement. However, Charter has placed a security bond that guarantees Windstream will get paid for any amounts of the judgment from the adversary proceeding that remain at the conclusion of the appeal. Charter sees payment of the cure amounts as central to resolving the cure dispute, and we've never agreed to or discussed any sort of offset.

Please let me know if you have any questions.

17. A true and correct copy of this email is attached hereto as Exhibit C (at 1).

18. I now understand that Windstream is representing to the Court that the parties agreed to the price of the settlement (\$12 million) but did not agree on the timing of the payment, suggesting these were two unrelated terms. I disagree with this statement. It was always contemplated throughout my negotiation with Ms. Hays that payment would be made from Windstream to Charter shortly after the settlement agreement was signed by the parties. Ms. Hays

never stated otherwise prior to July 1. And consistent with my experience as a businessperson, when Ms. Hays offered to settle, and used phrases without qualification like, “wrap this up,” “would be paid,” and “can agree today,” I understood that she was communicating that payment would be made promptly, because timing of payment is a key element of negotiating receivables (especially past-due receivables and interest amounts). This was especially true when the last outstanding issue in our negotiation was about interest accruing for months on overdue payments, and Windstream had been paying Charter the amounts due throughout the bankruptcy. Further, I never contemplated that the settlement amount would be paid in escrow or that the payment would be conditioned on an unrelated litigation between the parties. These concepts never came into my mind, and Ms. Hays never communicated them to me at the time we reached a deal, which I believe was on June 18, 2021.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and that this declaration was executed this 22nd day of July, 2021.

Executed on July 22, 2021

/s/ Mark Holmes
Mark Holmes

EXHIBIT A

From: Hays, Wendy E <Wendy.E.Hays@windstream.com>
Sent: Monday, June 7, 2021 3:38 PM
To: Holmes, Mark L
Subject: RE: [EXTERNAL] Charter / WIN Balance Reconciliation

CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Mark – We can agree today to a \$12M reconciled balance. You can think of that in two separate ways:

1. Through the efforts of the team, we previously agreed to \$8.4M, leaving \$7.4M (inclusive of interest) to be determined. At \$12M, we are essentially splitting the balance of “to be determined” equally.
2. Starting at the \$8.4M previously agreed upon balance, WIN agrees to give Charter full consideration for \$2.9M in unreconciled disputes/payments, and 50% consideration for the Brighthouse re-term (\$750K).

Given the fact that WIN has agreed to give Charter full benefit for all unreconciled disputes/payments and half the Brighthouse re-term, we would ask Charter to consider whether it is prudent to take only the matter of interest in front of Judge Drain. I hope that we can agree on the \$12M and wrap this up. Let me know if you'd like to discuss live.

Thanks,
Wendy

Wendy Hays

Vice President – Access | Windstream

4001 N. Rodney Parham Road | Little Rock, AR 72212

o: 501.748.5357 | m: 501.517.0469

wendy.e.hays@windstream.com

Sensitivity: Internal

From: Holmes, Mark L <Mark.Holmes@charter.com>
Sent: Friday, June 4, 2021 9:54 AM
To: Hays, Wendy E <Wendy.E.Hays@windstream.com>
Subject: Re: [EXTERNAL] Charter / WIN Balance Reconciliation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi again – as I mentioned, here's some additional color on why we believe we still have the right to charge the interest / late fees.

During the bankruptcy process, we were only allowed to charge for administrative expenses, which relate to services that benefit Windstream. Therefore, we did not include late fees / interest on our invoices during the bankruptcy process. However, we also did not agree to waive our contractual right to charge said late fees / interest. We believe Windstream must still pay everything it owes under the contract regardless of whether that payment would be an administrative expense during bankruptcy.

Hope that helps provide some background on this item. Please let me know if you have any questions.

Thanks – Mark

From: Mark Holmes <Mark.Holmes@charter.com>
Date: Friday, June 4, 2021 at 10:40 AM
To: "Hays, Wendy E" <Wendy.E.Hays@windstream.com>
Subject: Re: [EXTERNAL] Charter / WIN Balance Reconciliation

Hi Wendy – thanks for the quick discussion. Here's my cell phone if you need to reach me (since I'm out of the office next week).

Thanks – Mark (917-270-3946)

From: Mark Holmes <Mark.Holmes@charter.com>
Date: Thursday, June 3, 2021 at 5:17 PM
To: "Hays, Wendy E" <Wendy.E.Hays@windstream.com>
Subject: Re: [EXTERNAL] Charter / WIN Balance Reconciliation

Hey Wendy. I will try to respond tomorrow. Things have been a bit crazy.

Thanks – Mark

From: "Hays, Wendy E" <Wendy.E.Hays@windstream.com>
Date: Wednesday, June 2, 2021 at 9:33 AM
To: Mark Holmes <Mark.Holmes@charter.com>
Subject: RE: [EXTERNAL] Charter / WIN Balance Reconciliation

CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Just checking in on status after our last conversation.

Wendy

Sensitivity: Internal

From: Holmes, Mark L <Mark.Holmes@charter.com>
Sent: Wednesday, May 26, 2021 3:41 PM
To: Hays, Wendy E <Wendy.E.Hays@windstream.com>
Subject: Re: [EXTERNAL] Charter / WIN Balance Reconciliation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Can we do 9am ET / 8am CT? Sorry for the early time for you again.

From: "Hays, Wendy E" <Wendy.E.Hays@windstream.com>
Date: Wednesday, May 26, 2021 at 4:10 PM
To: Mark Holmes <Mark.Holmes@charter.com>
Subject: RE: [EXTERNAL] Charter / WIN Balance Reconciliation

CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Mark – Are you available to discuss in the morning? I am available any time before 10:30 CST.

Thanks,
Wendy

Sensitivity: Internal

From: Holmes, Mark L <Mark.Holmes@charter.com>
Sent: Tuesday, May 25, 2021 4:06 PM
To: Hays, Wendy E <Wendy.E.Hays@windstream.com>
Subject: Re: [EXTERNAL] Charter / WIN Balance Reconciliation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Wendy – following up on our discussion from earlier today, please see below. Happy to discuss further once you've had a chance to review.

- Re-term dispute
 - o As you and I have discussed, we likely both have some level of responsibility on this one.
 - o So, we simply propose splitting it in the middle (\$748,438 to each).
- Late fees
 - o Based on previous discussions, Windstream's position is that we are the only vendor that hasn't waived these fees and questions exist around our ability to charge late fees for items impacted by the bankruptcy process.
 - o From our side, the contracts are clear around charging the fees, and we believe we can do that under bankruptcy law.
 - o With that said, the key issue for us is the time we've waited on getting payment on the aged receivables (including Windstream's original proposed cure of \$5.7M). So, hopefully, you will consider that perspective and we can find some common ground on this piece.

Thanks – Mark

From: Mark Holmes <Mark.Holmes@charter.com>
Date: Friday, May 21, 2021 at 5:29 PM
To: "Hays, Wendy E" <Wendy.E.Hays@windstream.com>
Subject: Re: [EXTERNAL] Charter / WIN Balance Reconciliation

Hi, Wendy. Let's try to connect sometime early on Monday. I can talk anytime between 11am-1pm ET if you have availability within that time block.

In talking with my leadership team, we continue to have issues with the two remaining open items (interest charges and the re-term dispute). I included additional info below for consideration and for our discussion. We are good with the remaining elements you noted in your summary and want to highlight we are open to finding a common resolution to these two remaining items.

I look forward to discussing further and working toward resolution. Thanks and have a nice weekend – Mark

#####

Re-term dispute (\$1.5M)

- Based on the information we have, Windstream did not provide the location information for those circuits following our information request for that info.
- As such, we didn't have the information to complete the re-term.
- You mentioned we both had some ownership of this not getting completed, and that's fine. But, after our last request for the location information, the communication lines went silent.
- So, we need to find a way to work together to find common ground, whether it's around timing or some other variable.

Interest charges

- In our October 2020 claim filing, we referenced interest charges of \$3.0M (through the end of September 2020).
- Through additional efforts of our collective teams over the past several months, we've identified a number of items going both directions for our two companies (to reconcile billing and open disputes).
- Taking those items into consideration (i.e., reducing the amount of our claim), that \$3.0M figure would be reduced to \$2.5M through the end of September 2020. Please note that I also removed the \$1.5M re-term dispute from this calculation (i.e., interest would be greater if I layer that item back into the calculation).
- Additional interest has accrued from the end of September 2020 through December 17, 2020 as well as for the period subsequent to March 31, 2021 (excluding the period of 12/18/20-3/31/21 as we agreed to suspend interest charges during that period as our teams worked through reconciliation efforts).
- The incremental interest on the adjusted balance is \$750K for these periods.
- In aggregate, total accrued interest is now \$3.25M, and we believe we are owed this amount based on the underlying contracts.
- Similar to my comment above, we need to work together to find some common ground on this item.

From: "Hays, Wendy E" <Wendy.E.Hays@windstream.com>

Date: Wednesday, May 12, 2021 at 6:27 PM

To: Mark Holmes <Mark.Holmes@charter.com>

Subject: [EXTERNAL] Charter / WIN Balance Reconciliation

CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Mark – Per our discussion on Tuesday, below is a proposed resolution of the outstanding balances. The “To Be Credited” amounts include the alleged interest that Charter claims is owed and the Legacy Brighthouse re-term dispute from 2017. The proposed balance below that would be paid by WIN would resolve all amounts, billed or unbilled, through December 31, 2020. I look forward to your response.

	Unreconciled	To Be Credited	Final Reconciled Balance
Current Reconciled Balance			8,350,506
Unreconciled Amounts:			
Shortpaid Disputes	3,362,887	(1,197,758)	2,165,129
Paid Disputes	928,934	(299,118)	629,816
Unpaid Balances	97,798	-	97,798
Interest	3,036,592	(3,036,592)	-
	7,426,211	(4,533,468)	2,892,743
WIN Proposed Balance			11,243,249

Thanks,
Wendy

Wendy Hays

Vice President – Access | Windstream

4001 N. Rodney Parham Road | Little Rock, AR 72212

o: 501.748.5357 | m: 501.517.0469

wendy.e.hays@windstream.com

This email message and any attachments are for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message and any attachments.

The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.

The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying,

or storage of this message or any attachment is strictly prohibited.

The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.

EXHIBIT B

From: Holmes, Mark L <Mark.Holmes@charter.com>
Sent: Wednesday, June 30, 2021 1:38 PM
To: Hays, Wendy E
Subject: Checking in

Hi Wendy – have you heard anything from your counsel on the settlement? I’m checking with mine as well on any status updates to ensure information is flowing between the companies. Just wondering if things are moving along from your perspective?

Hope all is well. Thanks – Mark

EXHIBIT C

From: Hays, Wendy E <Wendy.E.Hays@windstream.com>
Sent: Friday, July 2, 2021 2:33 PM
To: Holmes, Mark L
Subject: Re: [EXTERNAL] Charter/Windstream Settlement

CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Thanks for your response. I agree we should let the attorneys work this out. I will communicate your response to them. If anything further comes up today, I'll let you know. Otherwise, have a great holiday weekend.

Get [Outlook for iOS](#)

From: Holmes, Mark L
Sent: Friday, July 2, 2021 1:19:31 PM
To: Hays, Wendy E
Subject: Re: [EXTERNAL] Charter/Windstream Settlement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Wendy – I checked with my counsel on how we should respond, as I am not close to the other proceeding and wasn't expecting any connection between the two. Here's our response, but I would suggest our attorneys work this piece out at their levels.

We are appealing the judgment in the adversary proceeding, and the appeal has not been decided yet. We believe we have good legal arguments that will change the amount of the adversary proceeding award you've noted below as a potential offset against the cure settlement. However, Charter has placed a security bond that guarantees Windstream will get paid for any amounts of the judgment from the adversary proceeding that remain at the conclusion of the appeal. Charter sees payment of the cure amounts as central to resolving the cure dispute, and we've never agreed to or discussed any sort of offset.

Please let me know if you have any questions.

Thanks – Mark

From: "Hays, Wendy E"
Date: Thursday, July 1, 2021 at 2:12 PM
To: Mark Holmes
Subject: [EXTERNAL] Charter/Windstream Settlement

CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Mark - I wanted to touch base with you regarding the stipulation your counsel prepared to memorialize our resolution of the cure dispute.

The stipulation correctly states that Charter has accepted Windstream's offer of \$12 million (inclusive of all interest and late fees) to completely resolve the cure dispute between us. However, we have comments on the manner and timing of payment. Windstream should not be forced to pay \$12 million to Charter, in light of Judge Drain's ruling that Charter owes \$19.1 to Windstream. I know that Charter is appealing that ruling, so Windstream is ok putting the \$12 million into escrow. If Charter wins on appeal, the \$12 million will be released and paid to Charter.

Our counsel will be reaching out to your counsel later today to discuss. If you would like to discuss, please let me know.

Thanks,

Wendy

Wendy Hays

Vice President – Access | Windstream

4001 N. Rodney Parham Road | Little Rock, AR 72212

o: 501.748.5357 | m: 501.517.0469

wendy.e.hays@windstream.com

Sensitivity: Internal

This email message and any attachments are for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message and any attachments.

The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.

Sensitivity: Internal