

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:

**PHILADELPHIA NEWSPAPERS, LLC,
ET AL.,**

Debtors.

CHAPTER 11

CASE NO. 09-11204 (SR)

JOINTLY ADMINISTERED

**MEMORANDUM OF LAW IN OPPOSITION TO THE DEBTORS' OBJECTION
AND MOTION TO DISMISS REQUEST FOR ALLOWANCE OF
ADMINISTRATIVE CLAIM OF VAHAN GUREGHIAN, DANIELLE GUREGHIAN
AND CHARTER SCHOOL MANAGEMENT**

Vahan H. Gureghian ("Mr. Gureghian"), Danielle Gureghian ("Mrs. Gureghian") and Charter School Management, Inc. ("CSMI") (collectively, "Claimants"), by and through their counsel, hereby file this Memorandum of Law in opposition to and in response to the Debtors' Objection and Motion To Dismiss the Claimants' Request for Allowance of Administrative Claims ("Objection") and respectfully request that this Court allow Claimants, as parties injured by the post-petition torts of the Debtors, an administrative claim under Section 503 of the Bankruptcy Code, 11 U.S.C Sections 101 *et seq* (the "Bankruptcy Code"). In support thereof, the Claimants provide the following response with respect to the post-petition conduct of the Debtors, their management, including Brian Tierney ("Tierney"), and their employees, writers and editors as follows:¹

I. INTRODUCTION AND FACTUAL BASIS FOR THE CLAIM

Claimants' request for allowance of an administrative claim arises from the post-petition conduct of the Debtors and their employees, writers, agents and representatives. Philadelphia

¹ The Instant submission is intended to address only the issue of allowance of an administrative claim for a post-petition defamation claim. Should the court determine that claims of the types raised by Claimants are in fact recoverable as administrative claims, then the Claimants reserve the right to provide additional submissions to the Court.

Newspapers, LLC d/b/a *The Philadelphia Inquirer, et al.* (the “Debtors”), the Debtors and its management have continued post-petition to make frivolous and unsupported allegations of criminal conduct and misdeeds against Claimants.

The Request for Allowance of Administrative Claims (“Request Memorandum”) that was filed by the Claimants along with claim numbers 672 through 683 clearly details the nature of the claims and the manner in which they arose post-petition. The Request Memorandum describes a series of false and misleading articles (“Articles”) that were published by the Debtors that form the basis of a separate, pre-petition defamation action against certain of the Debtors, Tierney, and reporters and editors of the Articles in the Court of Common Pleas of Delaware Court, captioned *Gureghian, et al. v. Philadelphia Media Holdings, LLC, et al.*, No. 09-0094 (the “Delaware County Action”). However, the Request Memorandum details the **additional and distinct post-petition actions** of the Debtors that give rise to the administrative claims.

A. The Charter Page.

The Claimants assert that the Debtors created, and/or first made accessible after the Debtors’ initial petition dates, an internet webpage at www.philly.com that falsely, misleadingly and maliciously insinuates and implies that Claimants are nothing more than common criminals who are operating their businesses in an improper and untoward manner. The Debtors’ webpage, accessible universally at <http://go.philly.com/charter>, is a collection of more than forty articles published in the *Inquirer* and online at www.philly.com, nearly all of which allege or report on allegations of improper and/or illegal conduct by charter school managers, administrators, or board members, or that federal or state officials are investigating the charter schools and the individuals connected with those charter schools for improper and/or illegal conduct (hereinafter, the “Charter Page”). Displayed as the “marquee” banner of the Charter Page, and as a portent to

the articles that follow, are two false and misleading articles highlighting Claimants and their contract management of the Chester Community Charter School (“CCCS”).

Claimants contend that the Charter Page and/or the links to the offending links articles about the Claimants were first made available to the public after the Debtors’ petition dates. The Debtors attached as an exhibit to its Objection a Declaration of Wendy Warren, purported to be the Editor and Vice President for Content for Philly Online, LLC, who stated, without any corroborating documentation whatsoever, that she conducted an investigation of the Charter Page and determined that it was “created” pre-petition. The Debtors’ Objection was recently filed on the evening of August 23, 2010 and the Claimants have not been afforded an opportunity to fully examine these newly-raised claims of the Debtors. Nevertheless, the Claimants dispute the contention of the Debtors that the Charter Page was “created” pre-petition and note the ambiguity of this term as it does not necessarily describe when the website was generally accessible to the public or, more importantly, when the offending articles about the Claimants were first publicly accessible.

The October 2009 link found at “Philly.com” states that “Charter Raises Scores, Finances Raise Questions.” A reasonable reader would not necessarily assume those articles are the same as those written in 2008 and would conclude that this was fresh reporting. It is clear that the caption was intended to catch the internet reader’s attention, and was intended to create a sensational by-line enticing readers to see what they had previously not seen as internet readers. It is beyond serious question that the internet reader is not the same person as the reader of the newspaper’s written print version, as the Debtors must concede. The demographics of the internet reader are a younger more technologically savvy group of news consumers. Clearly, the audience for the electronic “Philly.com” articles is different from those readers of the printed

newspaper.

B. The Kinney Article.

In addition to the Charter Page, the Debtors have, since the initial petition dates, published new articles in newsprint and through the internet that falsely insinuate wrongdoing on the part of the Claimants and again direct readers to the Charter Page. In an editorial article first published April 11, 2010 titled “Not the Lesson Charters Were Supposed to Teach,” Inquirer columnist Monica Yant Kinney (“Kinney Article”) writes:

Some city charter schools – think mastery, KIPP, Independence, Young Scholars – are soaring. **But if you follow the remarkable reporting of my colleague Martha Woodall (<http://go.philly.com/charter>), you’ll see greedy grown-ups pilfering public gold under the guise of enriching children’s lives. [emphasis added]**

A true and correct copy of the Kinney Article is made a part hereof and is attached hereto as Exhibit “A.” Through this purple prose and hyper-alliteration, the Debtors entice their readers to the Charter Page as a place where they will see “remarkable reporting” of “greedy grown-ups pilfering public gold.” Having taken the bait, the first thing a reader upon arriving at the Charter Page will see is the highlighted marquee articles about the Claimants. The web page blares the heading “Charter School Raises Scores – Finances Raise Questions,” and the offending articles appear below the heading.

The Kinney Article, dated April 11 2010 (clearly post-petition), not only references bad and criminal behavior and attributes it to the Claimants, but also does much more. It implies that Yant has read and believes Woodall’s “remarkable reporting” and urges readers to do so and accept Woodall’s articles as true, and further states that the Claimants are “pilfering public gold” under the “guise” of educating children. There is no question that the Debtors and its employees, particularly Kinney, are accusing the Claimants of committing one of the most egregious crimes

imaginable – stealing from children.

Kinney’s blunt words leave little room for interpretation. She uses the words “pilfer” and “guise” to characterize Claimants’ conduct. Each word is loaded with negative connotation. This message, Claimants contend, is exactly the message which the Debtors and its employees obviously intended – that the Claimants are criminals, stealing from children and flagrantly breaching the public trust. Calling Claimants common criminals is the Debtor’s intention, and the statements clearly defamatory.

According to *Webster’s Dictionary*, the word “pilfer” means: “steal; *especially*: to steal stealthily in small amounts and often again and again.” Synonyms for pilfer are: appropriate, boost [*slang*], filch, heist, hook, lift, misappropriate, nick [*British slang*], nip, steal, pinch, pocket, purloin, rip off, snitch, swipe, thieve. *Merriam-Webster Online Dictionary*. 2008. <http://www.merriam-webster.com> (2008). There is indeed no positive spin to be put upon the word “pilfer” – it means only illegal conduct. The Debtors accuse Claimants of being nefarious adults who steal from children.

Therefore, it is beyond question that the article is intended not just to imply, but to affirmatively accuse the Claimants as being among those who repeatedly steal from school budgets, at the expense and injury to children. The Debtors venture further by stating that the pilfering is under the “guise” of enriching children’s lives. A “guise”, according to *Webster’s*, is “a pretextual ruse, an action which a pretext; hiding real motive.” Synonyms are semblance, masquerade and charade. The word “guise” also has no positive meaning; it means only that Claimants “pretend” to further the educational objectives of children while, in actuality, continuously and systematically steal from the very children they are charged with educating.

Accordingly, the Kinney Article, itself, and the reference to the October 2009 links

bringing readers to the December 2008 articles are intended to convince readers that the Claimants are thieves and criminals, stealing under the pretext of helping children. As part of their strategic assault on the Claimants, the Debtors, in the Kinney Article, make reference to the web site, not the original offending articles, but to the republication occurring in October 2009.

The Charter Page and the Kinney Article are the latest attempt by the Debtors and management to maliciously and vindictively attack Claimants by using visual and verbal connotations and juxtaposing facts to falsely and maliciously imply through both direct accusation, insinuation and innuendo that Claimants have acted improperly or illegally in managing CCCS' operations, despite the fact that Claimants have no relation or affiliation to any of the other charter school managers about which the *Inquirer* has reported on allegations of misuse of charter funds, conflicts of interest and financial mismanagement.

In creating and publishing the Charter Page in this manner, and in publishing the Kinney Article, the Debtors and its management, individually and together, have further harmed the good name and reputations of Claimants, have falsely imputed a want of integrity in the conduct of Claimants' businesses and have exposed Claimants to ridicule by others in the community. Further, the false and misleading statements, insinuations, innuendo and implications on the face of the Charter Page and in the re-published Articles, as well as the Kinney Article have deterred persons and business interests from associating or dealing with Claimants in professional relationships, and have caused Claimants significant economic harm.

As set forth below, Claimants aver that the personal injury suffered by they is no different than the harm that would result from a dangerous product manufactured by the Debtors. The Debtors are in the business of publishing sensational articles, and placing articles on the philly.com web site to increase readership, and generate revenues. The Debtors receive revenue

every time someone “clicks” a link to go to the Charter Page or Kinney Article. In this respect, parties injured by the post-petition business activities of the Debtors are recognized to have administrative claims. Claimants ask the court to take judicial notice of the testimony of Scott Baker, counsel to the Debtors, wherein Mr. Baker opined before the Court in testimony in connection with the Debtors’ Injunction Proceedings, that the filing and defense of defamation claims is a regular, expected and routine part of the Debtors’ business operations. Quite simply, liability arising from defamation is an expected cost of engaging in business as a newspaper publisher. Therefore, the allowance of an administrative expense is not only an expected but is an appropriate remedy under the circumstances.

II. ARGUMENT

A. **The Administrative Claim Constitutes a Priority, Post-petition Administrative Expense Against the Debtors Under Sections 503(b) and 507(a)(1) of the Bankruptcy Code.**

Under § 507(a)(1), administrative expenses allowed under §503(b) have first priority in distribution and payment. Section 503(b) of the Bankruptcy Code provides, in relevant part, that:

After notice and hearing, there shall be allowed, administrative expenses, other than claims allowed under 502(f) of this title, including—

(1)(A) the actual, necessary costs and expenses of preserving the estate. . . .

11 U.S.C. § 503(b).

Determining whether a creditor has an administrative claim is a two-prong test: the expense must have (1) been "actual and necessary" to preserve the estate, and (2) arisen from a post-petition transaction between the creditor and the debtor. Calpine Corp. v. O’Brien Environmental Energy Inc. (In re O’Brien Environmental Energy, Inc.), 181 F.3d 527, 532, 533

(3d Cir. 1999); Unidigital, Inc., 262 B.R. 283, 288 (Bankr. D.Del. 2001), citing, In re DAK Indus., Inc., 66 F.3d 1091, 1094 (9th Cir. 1995); General Am. Transp. Corp. v. Martin, 1 F.3d at 1133; In re Jartran, Inc., 732 F.2d 584, 587 (7th Cir. 1984); In re Mammoth Mart, Inc., 536 F.2d 950, 954 (1st Cir. 1976); In re Mid-American Waste, 228 B.R. 816, 821 (Bankr. D. Del. 1999); In re Molnar Bros., 200 B.R. 555, 559 (Bankr. D.N.J. 1996); In re Chateaugay Corp., 102 B.R. 335, 353 (Bankr. S.D.N.Y. 1989).

1. Post-petition torts committed by the Debtor are “actual and necessary costs and expenses of preserving the estate” within the meaning of 11 U.S.C. § 503(b)(1)(A).

The Third Circuit, in interpreting the meaning of § 503(b)(1)(A) has stated that “for a claim to be given priority as an administrative expense under this provision of the Code, it must be (1) a ‘cost’ or ‘expense’ that is (2) ‘actual’ and ‘necessary’ to (3) ‘preserving the estate.’” Pennsylvania Department of Environmental Resources v. Tri-State Clinical Laboratories, Inc., 178 F.3d 685, 689 (3d Cir. 1999). In construing the meaning of these words, the Third Circuit relied upon the seminal Supreme Court decision of Reading Company v. Brown, 391 U.S. 471 (1968). In Reading, a receiver was appointed to continue the debtor’s business which consisted principally of leasing an industrial building.² *Id.* at 473. The debtor’s building caught fire which spread to and damaged the property of adjacent owners. *Id.* One of these injured property owners asserted a claim against the debtor’s estate for administrative priority for damages incurred as a result of this fire. *Id.* The debtor objected to this claim contending that the tort claims should be excluded from administrative priority since they “are not necessary to encourage third parties to deal with an insolvent business. . . .” *Id.* at 477. However, the Supreme Court granted the claim as an administrative expense on the basis of “fairness to all

² While Reading involved a case under the former Bankruptcy Act, the provisions for the allowance of administrative claims are substantively identical to the present Bankruptcy Code. In re Continental Airlines, 148 B.R. 207, 213 (D. Del. 1992).

persons having claims against an insolvent” because a party damaged by the torts of the estate “did not merely suffer injury at the hands of an insolvent business; it had an insolvent business thrust upon by operation of law.” *Id.* 477-78. The elevation of the claim to priority status is justified because the tort would not have occurred unless the debtor was enabled to continue in business for the purpose of reorganization for the benefit of its creditors. “[F]airness dictates that those injured by the operation of a bankrupt business . . . be compensated for the injury.” Tri-State Clinical, 178 F.3d at 691, citing, Reading, *supra*. Thus, ‘damages resulting from the negligence of a [debtor] acting within the scope of [its] authority. . . give rise to ‘actual and necessary costs of a Chapter XI arrangement.’” Reading, 391 U.S. at 485.

Section 503(b)(1)(A) is broadly interpreted to include “actual, necessary costs and expenses” that benefit the debtor’s estate, both directly and indirectly. In re Cohen and Sons Caterers, Inc., 143 B.R. 27, 28 (Bankr. E.D.Pa. 1992). “[B]ankruptcy courts have broad discretion in determining whether to award administrative expenses priority.” In re Dant & Russell, Inc., 853 F.2d 700, 707 (9th Cir. 1988). Tort claims are “actual and necessary” in that they arise in the ordinary operation of business. Cohen, 143 B.R. at 29, citing, Reading Co. v. Brown, 391 at 482. Courts regularly grant administrative claim priority to those who are damaged by post-petition torts committed by the estate. See, In re Cohen and Sons Caterers, Inc., 143 B.R. 27, 28 (Bankr. E.D.Pa. 1992)(granting administrative claim status for injuries resulting from a slip and fall while on the debtor’s business premises); In re Women First Healthcare, Inc., 332 B.R. 115 (Bankr. D.Del. 2005)(fundamental fairness required that a stalking horse bidder receive an administrative expense claim as compensation for its reliance on the debtor’s negligent misrepresentations regarding the sale); In re Met-L-Wood Corp., 115 B.R. 133, 135-36 (Bankr. N.D. Ill. 1990)(authorizing administrative claim expense for party

defending frivolous lawsuit by the trustee on the grounds of fundamental fairness); In re UAL Corp., 297 B.R. 710, 720 (Bankr. N.D. Ill. 2003)(injury caused by the tortious misrepresentations of a debtor in possession gives rise to an administrative claim).

2. The Administrative Claim is a post-petition claim that arises from a “post-petition” transaction with the Debtors.

As a general principal, “only those obligations of a debtor’s estate which arise post-petition . . . are entitled to treatment as administrative expenses.” In re Alchar Hardware Co., Inc., 759 F.2d 867, 868-69 (11th Cir. 1985), quoting, In re Boogaart of Florida, Inc., 23 B.R. 157, 158 (Bankr. S.D.Fla. 1982).

The Debtors, in their Objection, expend great time and energy arguing that the administrative expense request of the Claimants arose pre-petition and is thus ineligible for administrative claim status. (Debtors’ Objection, p. 14-19) In doing so, the Debtors either intentionally misconstrue or fundamentally misunderstand the nature of the Claimants’ administrative request. The Request for Allowance of Administrative Claims (“Request Memorandum”) that was filed by the Claimants along with claim numbers 672 through 683 clearly details the nature of the claims and the manner in which they arose post-petition. The Claimants, above, have detailed the specific post-petition acts committed by the Debtors through the Charter Page and the Kinney Article that have caused them serious damage.

3. The Single Publication Rule is inapplicable as the Debtors committed distinct post-petition acts of re-publication.

The Debtors assert in their Objection that the Uniform Single Publication Act embodied in 42 Pa.C.S.A. § 8341(“Single Publication Rule”) is a bar to the Claimants’ administrative claim. Under the Single Publication Rule, any one edition of a book, newspaper, or any one radio, television broadcast, exhibition of a motion picture or similar aggregate communication is

a single publication.” Graham v. Today’s Spirit, 468 A.2d 454, 457 (Pa. 1983). The Single Publication Rule is primarily an instrument designed to trigger the statute of limitations and provides, in relevant part, that:

b) General rule. – No person shall have more than one cause of action for damages for libel or slander, or invasion of privacy, or any other tort founded upon any single publication, or exhibition, or utterance, such as any one edition of a newspaper, or book, or magazine, or any one presentation to an audience, or any one broadcast over radio or television, or any one exhibition of a motion picture. Recovery in any action shall include all damages for any such tort suffered by the plaintiff in all jurisdictions.

42 Pa.C.S.A. § 8341(b).

However, by design or mere happenstance, the Debtors, in arguing that the administrative expense claim arose pre-petition, completely ignore the post-petition actions of the Debtors in publishing the Charter Page and the Kinney Article. The Single Publication Rule does not apply to a subsequent publication that is intended to and actually reaches a new audience. Firth v. State, 98 N.Y. 2d 365 (C.A. NY 2002). A republication, which resets the running of the statute of limitation, occurs on a separate aggregate publication from the original, on a different occasion, which is not merely “a delayed circulation of the original edition.” Firth, 98 N.Y. 2d at 72, quoting, Rinaldi v. Viking Penguin, Inc., 52 N.Y.2d 422, 435 (1981). The “repetition of a defamatory statement in a later edition of a book, magazine or newspaper may give rise to a new cause of action. Firth, 98 N.Y. 2d at 72, citing, Rinaldi, 52 N.Y.2d at 433-435. A republication can occur even if the defamatory material is not altered, depending on whether the second publication occurred on a second occasion. Pendergrass v. Choicepoint, Inc., No. 08-188, 2008 U.S. Dist. LEXIS 99767 (Dist. E.D.Pa. Dec. 10, 2008), quoting, Restatement (Second) of Torts § 577A (“[T]he single publication rule . . . does not include separate aggregate publications on different occasions. Thus if the same defamatory statement is published in the morning and

evening editions of a newspaper, each edition is a separate single publication and there are two causes of action. . . . In these cases the publication reaches a new group and the repetition justifies a new cause of action.").

Accordingly, the Debtors' post-petition actions through the Charter Page and Kinney Article of republishing and redirecting its readers to the Articles constitutes a separate and distinct cause of action which should be recognized as an allowable administrative claim.

III. CONCLUSION

For the foregoing reasons, the Claimants respectfully request that the Objection of the Debtors be overruled and that Claimants' administrative expense claims be allowed pursuant to 11 U.S.C. § 503.

Date: August 30, 2010

Respectfully submitted,

/s/ Edmond M. George, Esquire
Edmond M. George, Esquire
D. Alexander Barnes, Esquire
OBERMAYER REBMANN MAXWELL &
HIPPEL LLP
One Penn Center, 19th Floor
1617 John F. Kennedy Blvd.
Philadelphia, PA 19103-1895
Fax: (215) 665-3165
Attorneys for Claimants

EXHIBIT “A”



Posted on Sun, Apr. 11, 2010

Monica Yant Kinney: Not the lesson charters were supposed to teach



By Monica Yant Kinney

Inquirer Columnist

My dad taught high school for 30 years, and my mom still works as a district secretary in my Hoosier hometown. Devoting their lives to public education meant they'd always get Presidents' Day off, but would never get rich.

If only my parents ran a charter school in Pennsylvania.

They could have charged granite countertops to taxpayers and been reimbursed for family trips to Disney. Had the Yants been "reformers," they could have hired their only child as a consultant, paying me \$100,000 to read Dr. Seuss.

Charters, you might recall, were supposed to rescue children trapped in struggling schools.

Some city charter schools - think Mastery, KIPP, Independence, Young Scholars - are soaring. But if you follow the remarkable reporting of my colleague Martha Woodall (<http://go.philly.com/charter>), you'll see greedy grown-ups pilfering public gold under the guise of enriching children's lives.

At last count, at least six of the city's 67 charter schools are under federal investigation.

In an audit released last week, City Controller Alan Butkovitz found 13 of 13 charters engaging in financial mismanagement and questionable business practices. Charter administrators paid themselves \$150,000 to \$200,000 to supervise a single school, well beyond what assistant superintendents earn in the Philadelphia School District.

"Complete and total failure" is how Butkovitz describes efforts to monitor and hold city charters accountable for the \$300 million of your money they spend each year.

Even State Sen. Jeffrey Piccola (R., Dauphin), cosponsor of the 1997 law creating charters, concedes that the grand educational experiment has been tarnished.

"The charter school concept and movement has to have credibility," Piccola told me. "We need accountability to get credibility."

Doing it for the kids

The tales of educational egregiousness are plentiful and pitiful.

In 2009, two Philadelphia Academy Charter officials were convicted of using the school as "a personal piggy bank." A third committed suicide before he could be charged.

Mount Airy's New Media Charter has been accused of using public money at the chief executive officer's vegetarian restaurant while failing to pay teachers and provide books to students.

Sisters who led the Raising Horizons Quest Charter were found guilty of using \$14,000 in school funds on booze, dining, and travel. They got probation, but ought to have done time just for adopting such a lame name.

Federal investigators are examining whether Dorothy June Brown, who founded Devon-based Agora Cyber Charter, diverted money to her management company. And yet the beleaguered educator received a \$3 million settlement to sever ties with the school.

Charter operators routinely hire relatives and route lease agreements through an incestuous web of nonprofit and for-profit partners. Often, so-called reformers dismiss oversight as overkill.

Veronica Joyner, founder of the Mathematics, Civics and Sciences Charter in North Philadelphia, acknowledged that board members had approved a staggering \$536,093 in travel expenses without documentation. I need more proof to return bibs at Babies-R-Us.

Legislative retest

Sadly, many of the scams and schemes were made possible by the loophole-laden charter school law. The Pennsylvania Coalition of Charter Schools unveiled an accountability code in March 2009, but it's voluntary and, thus, meaningless.

Piccola, the charter champion, now finds himself trying to reform his reform measure. Legislation he's introducing this week would add reporting requirements and no-nos that should be no-brainers.

You'd think veteran educators would know not to turn the cafeteria into an after-hours nightclub, as Harambee Institute of Science and Technology did in West Philadelphia. The new bill would make in-school speakeasies illegal, just in case there's any lingering doubt.

Reach me at myant@phillynews.com or 215-854-4670. Visit my web page and connect on Facebook and Twitter at philly.com/kinney.

Find this article at:

http://www.philly.com/philly/news/columnists/20100411_Monica_Yant_Kinney__Not_the_lesson_charters_were_supposed_to_teach.html

Check the box to include the list of links referenced in the article.

© Copyright | Philly Online, LLC. All Rights Reserved. Any copying, redistribution or retransmission of any of the contents of this service without the express written consent of Philly Online, LLC is expressly prohibited.



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:

**PHILADELPHIA NEWSPAPERS, LLC,
ET AL.,**

Debtors.

CHAPTER 11

CASE NO. 09-11204 (SR)

JOINTLY ADMINISTERED

CERTIFICATE OF SERVICE

I, Edmond M. George, a partner at the law firm of Obermayer Rebmann Maxwell & Hippel LLP, do hereby certify that on August 30, 2010, I caused a true and correct copy of the foregoing Memorandum of Law in Opposition to the Debtors' Objection and Motion to Dismiss Request for Allowance of Administrative Claim of Vahan Gureghian, Danielle Gureghian and Charter School Management to be served electronically via the Court's CM/ECF system upon the attached service list:

s/ Edmond M. George
Edmond M. George, Esquire

SERVICE LIST

ANNE MARIE AARONSON on behalf of Attorney Dilworth Paxson LLP
aaaronson@dilworthlaw.com, smcfadyen@dilworthlaw.com

DAVID F. ABERNETHY on behalf of Creditor Citizens Bank of Pennsylvania, as Agent
david.abernethy@dbr.com

MICHELLE HOPE BADOLATO on behalf of Creditor Brown & Connery, LLP
mbaer@brownconnery.com, cmaccherone@brownconnery.com

JAMES A. BELL on behalf of Emmaline Armstrong
jamesbell@bellandbelllaw.com

THOMAS DANIEL BIELLI on behalf of Interested Party Realty Associates Keystone Industrial
Portfolio IV, L.P., a Delaware limited partnership
tbielli@ciardilaw.com, mfebbo@ciardilaw.com

JOHN ROBERT BIELSKI on behalf of Creditor International Association of Machinist and
Aerospace Workers, Local Lodge 648
jbielski@wwdlaw.com

BARRY E. BRESSLER on behalf of Other Prof. Arlin Adams
bbressler@schnader.com

JEFFREY M. CARBINO on behalf of Creditor Swope Cleanup Committee
jcarbino@thorpreed.com, kmayer@thorpreed.com

NEAL D. COLTON on behalf of Interested Party Stern Partners, Inc.
ncolton@cozen.com, ncolton@cozen.com;lgrouse@cozen.com

GEORGE M. CONWAY on behalf of U.S. Trustee United States Trustee
george.m.conway@usdoj.gov

J. CONOR CORCORAN on behalf of Creditor R. Bradley Maule
conor@corcoranlegal.com

DAWN M. COSTA on behalf of Creditor Carpenters Pension and Annuity Fund of Phila.
dcosta@jslex.com, usbc-edpa-erisa@jslex.com

KENT CPREK on behalf of Creditor Carpenters Pension and Annuity Fund of Phila.
usbc-edpa-erisa@jslex.com, kcprek@jslex.com

Douglas N. Candeub on behalf of Creditor The McClatchy Company
dcandeub@morrisjames.com, wweller@morrisjames.com

NATALIE D'AMORA on behalf of Counter-Defendant Philadelphia Newspapers, LLC
ndamora@dilworthlaw.com, vschiezzari@dilworthlaw.com

DAVID A DEFLECE on behalf of Creditor Key Equipment Finance, Inc.
ddeflece@lammrubenstone.com, mdenton@lammrubenstone.com

EDWARD J. DIDONATO on behalf of Creditor Upper Merion Area School District
edidonato@foxrothschild.com

ALLEN B. DUBROFF on behalf of Creditor Lawrence Mendte
allen@dubrofflawllc.com, kami@dubrofflawllc.com

JOHN M. ELLIOTT on behalf of Debtor Philadelphia Newspapers, LLC
jme@elliottgreenleaf.com, sxw@elliottgreenleaf.com

WAYNE A. ELY on behalf of Creditor Myra Miller
wely@kolmanlaw.net,
jnewman@kolmanlaw.net;afioentino@kolmanlaw.net;lcrossley@kolmanlaw.net

ASHLEY A FEDERER on behalf of Defendant David Morgenstern
afederer@dpattorneys.com, aaslin@dpattorneys.com;schamberlain@dpattorneys.com

JOHN K. FIORILLO on behalf of Creditor Hanmar Associates
Jfiorillo@UTBF.com

ANDREW JAY FLAME on behalf of Creditor Citizens Bank of Pennsylvania, as Agent
andrew.flame@dbr.com

MATTHEW A FOLEY on behalf of Plaintiff Philadelphia Newspapers, LLC
mfoley@dilworthlaw.com

DONALD GOODFRIEND FRANKEL on behalf of Creditor U.S. Environmental Protection
Agency
donald.frankel@usdoj.gov

ALEXIS FREEMAN on behalf of Creditor The Steering Committee of Secured Creditors
afreeman@akingump.com, dkra-
berstell@akingump.com;cketter@akingump.com;pfriedman@akingump.com

Ian S. Fredericks on behalf of Interested Party Philly Papers LLC
ian.fredericks@skadden.com, debank@skadden.com

DAVID A. GAUDIOSO on behalf of Creditor Newspaper & Magazine Employees Union and
Philadelphia Publishers Pension Fund
dgaudioso@meranzekatz.com

RONALD S. GELLERT on behalf of Creditor Committee Official Committee of Unsecured
Creditors
rgellert@eckertseamans.com

THOMAS E. GROSHENS on behalf of Defendant John Dougherty
tgroshens@spragueandsprague.com

HELEN HEIFETS on behalf of Creditor Ace American Insurance Company
hheifets@bazless.com

DAVID P. HEIM on behalf of Defendant International Brotherhood of Electrical Workers, Local
98
dheim@bochettoandlentz.com, codonnell@bochettoandlentz.com

FRED S. HODARA on behalf of Creditor The Steering Committee of Secured Creditors
fhodara@akingump.com

GEOFFREY R. JOHNSON on behalf of Creditor John Dougherty
gjohnson@spragueandsprague.com, nchavous@spragueandsprague.com

ARIS J. KARALIS on behalf of Defendant 401 Restaurant Associates
akaralis@cmklaw.com

BRYA M KEILSON on behalf of Creditor Committee Official Committee of Unsecured
Creditors
bkeilson@eckertseamans.com

MAXWELL S. KENNERLY on behalf of Creditor 401 Restaurant Associates, LLC
max.kennerly@beasleyfirm.com, josie.duffin@beasleyfirm.com

JOHN C. KILGANNON on behalf of Interested Party PECO Energy Company
jck@stevenslee.com

DAVID M KLAUDER
David.Klauder@usdoj.gov

DENISE A. KUHN on behalf of Creditor Commonwealth of Pennsylvania, Department of
Revenue
dkuhn@attorneygeneral.gov

GREG T. KUPNIEWSKI on behalf of Creditor Chester Community Charter School
greg.kupniewski@flastergreenberg.com

JEFFREY KURTZMAN on behalf of Creditor Callowhill Partners, LLC, as agent for BET
Associates, LLC
jkurtzma@klehr.com

RICHARD J. KWASNY on behalf of Creditor Audobon News Agency, LLC
rkwasny@kwasnyreilly.com, mleonardi@kwasnyreilly.com

MICHAEL H. LANDIS on behalf of Lincoln Kor Center Joint Venture
mlandis@smolowlandis.com

JAY M. LEFFLER on behalf of Creditor Maurice Johnson
jmleffler@zarwin.com

JOHN P. LEON on behalf of Creditor SAP America, Inc.
jleon@subranni.com

JOEL H. LEVITIN on behalf of Creditor White Birch Paper Company
jlevitin@cahill.com, RStieglitz@cahill.com

JAMES L. LINSEY on behalf of Creditor Newspaper Guild of Greater Philadelphia-CWA Local
38010
jlinsey@cwsny.com, ecf@cwsny.com

BEN H. LOGAN on behalf of Creditor Committee Official Committee of Unsecured Creditors
blogan@omm.com

MICHAEL A. MARICCO on behalf of Creditor Pension Benefit Guaranty Corporation
maricco.michael@pbgc.gov, efile@pbgc.gov

LAWRENCE G. MCMICHAEL on behalf of Attorney Dilworth Paxson LLP
lmc michael@dilworthlaw.com,
lvendzules@dilworthlaw.com;cpappas@dilworthlaw.com;rcorbi@proskauer.com;mthomas@pro
skauer.com;smcfadyen@dilworthlaw.com;mferrier@dilworthlaw.com;ccomerford@dilworthlaw
.com;aaaronson@dilworthlaw.com

LOUISE S MELCHOR on behalf of Defendant David Morgenstern
lmelchor@dpattorneys.com, aaslin@dpattorneys.com;schamberlain@dpattorneys.com

MICHAEL G. MENKOWITZ on behalf of Creditor Delage Landen Financial Services
mmenkowitz@frof.com

SUSAN A. MURRAY on behalf of Creditor Newspaper & Magazine Employees Union and
Philadelphia Publishers Pension Fund
smurray@freedmanlorry.com

CLAIBORNE S. NEWLIN on behalf of Interested Party Graphic Communications Conference,
Local 14-M
csn@meranzekatz.com

CATHERINE GLENN PAPPAS on behalf of Debtor Philadelphia Newspapers, LLC
cpappas@dilworthlaw.com

PAUL J. PASCUZZI on behalf of Creditor The McClatchy Company
ppascuzzi@ffwplaw.com

ANDREA B. PAUL on behalf of Creditor Mike Bruton
lawabp@aol.com

MARK D. PFEIFFER on behalf of Creditor Swope Cleanup Committee
mark.pfeiffer@bipc.com, donna.curcio@bipc.com

ROBYN F. POLLACK on behalf of Creditor PA-1601 Market Street Limited Partnership
rpollack@saul.com

ABID QURESHI on behalf of Creditor The Steering Committee of Secured Creditors
aqureshi@akingump.com

NATALIE D. RAMSEY on behalf of Creditor CWA/ITU Negotiated Pension Plan
nramsey@mmwr.com, thpecf@mmwr.com; mromagano@mmwr.com

DEIRDRE M. RICHARDS on behalf of Creditor Key Equipment Finance, Inc.
drichards@lammrubenstone.com, mdenton@lammrubenstone.com

PAUL R. ROSEN on behalf of Creditor Alycia Lane
prosen@lawsgr.com, adefalco@lawsgr.com; jcaza@lawsgr.com; dcolaprete@lawsgr.com

BRUCE MICHAEL ROTFELD on behalf of Creditor Robert Swanlund
law41411@aol.com

AMY L. SANTAMARIA on behalf of Creditor Cherry Umbrella, LLC, by its Property Manager,
Endurance Real Estate Group, LLC
asantamaria@kaplaw.com

ROBERT B.B. SCHATZ on behalf of Counter-Claimant Review Publishing, LP
robertbbschatz@aol.com

GARY M. SCHILDHORN on behalf of Creditor Committee Official Committee of Unsecured
Creditors
gschildhorn@eckertseamans.com

MARK J. SCHWEMLER on behalf of Debtor Philadelphia Newspapers, LLC
mjs@elliottgreenleaf.com, kmz@elliottgreenleaf.com

SERGIO I. SCUTERI on behalf of Creditor Moon Site Management
sscuteri@capehart.com

ROBERT W. SEITZER on behalf of Defendant 401 Restaurant Associates
rseitzer@cmklaw.com

WILLIAM A. SLAUGHTER on behalf of Creditor William Graham
slaughter@ballardspahr.com

HOLLY ELIZABETH SMITH on behalf of Creditor Inserts East, Inc.
hsmith@ciardilaw.com, mfebbo@ciardilaw.com

Jeffrey S. Stein
PACERTeam@gardencitygroup.com,
Gina.Ziegler@gardencitygroup.com;jeffrey.miller@gardencitygroup.com

JENNIFER M. TAYLOR on behalf of Creditor Committee Official Committee of Unsecured
Creditors
jtaylor@omm.com

PRINCE ALTEE THOMAS on behalf of Creditor Graphic Communications Holdings, Inc.
pthomas@foxrothschild.com

MARK K. THOMAS on behalf of Debtor Philadelphia Newspapers, LLC
mthomas@proskauer.com

HOLLY C THURMAN on behalf of Creditor General Electric Commercial Finance
hthurman@weltman.com, baston@weltman.com;kclaeys@weltman.com

United States Trustee
USTPRegion03.PH.ECF@usdoj.gov

THOMAS VECCHIO on behalf of Defendant Philadelphia Media Holdings, LLC
tvecchio@dilworthlaw.com, aaaronson@dilworthlaw.com;ccomerford@dilworthlaw.com

LAURA ELIZABETH VENDZULES on behalf of Plaintiff Philadelphia Newspapers, LLC
lvendzules@dilworthlaw.com

NANCY A. WALKER on behalf of Interested Party Newspaper Guild of Greater Philadelphia-
CWA Local 38010
nwalker@m-wlabor.com

LAWRENCE R. WOEHRLE on behalf of Creditor Richard Sprague
lwoehrle@spragueandsprague.com, kwilliams@spragueandsprague.com

MARK G. YODER on behalf of Creditor Suburban Management Co., Inc.
mgyoder@bhcb.com

PETER J. YOUNG on behalf of Debtor Philadelphia Newspapers, LLC
pyoung@proskauer.com, gwalter@proskauer.com;mthomas@proskauer.com