

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	:	
In re	:	Chapter 11
	:	
RCN CORPORATION, <u>et al.</u> ,	:	Case No. 04-13638 (RDD)
	:	
Debtors.	:	(Jointly Administered)
-----X		

**DECLARATION OF DAVID NEIER IN SUPPORT OF
DEBTORS' APPLICATION FOR ORDER UNDER 11 U.S.C. §§ 327(e)
AND 328 AND FED. R. BANKR. P. 2014 AND 2016 AUTHORIZING
THE RETENTION OF WINSTON & STRAWN AS SPECIAL
COUNSEL TO THE BOARD OF DIRECTORS**

David Neier declares under penalty of perjury, pursuant to 28 U.S.C. §1746, that the following is true and correct:

1. I am a partner at the firm of Winston & Strawn LLP ("Winston & Strawn"), which maintains an office for the practice of law at 200 Park Avenue, New York, New York 10166-4193, among other places. Except as otherwise indicated, I have personal knowledge of the matters set forth herein and if called as a witness, would testify competently thereto.¹

2. I make this Declaration in support of the application (the "Application") of RCN Corporation ("RCN") and certain of RCN's affiliated entities, each a debtor and debtor-in-possession herein (collectively, the "Debtors"), for entry of an order, pursuant to section 327(e) of title 11 of the United States Code, §§ 101-

¹ Certain of the disclosures herein relate to matters within the knowledge of other attorneys at Winston & Strawn and are based on information provided by them.

1330 *et seq.*, as amended (the "Bankruptcy Code") and Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), authorizing the Debtors to employ and retain Winston & Strawn as special counsel ("Special Counsel") to the Board of Directors (as defined below), effective as of June 7, 2004.

3. Pursuant to an engagement letter (the "Engagement Letter"), substantially in the form attached hereto as Exhibit A, RCN wishes to engage Winston & Strawn to represent the members of RCN's Board of Directors (the "Board of Directors") and to provide to them legal services and advice in connection with the Debtors' chapter 11 cases. Specifically, as part of this representation and as set forth in the Engagement Letter, the Debtors have requested that Winston & Strawn provide advice to the Board of Directors as their attorneys and to provide legal services and advice from time to time in connection with the bankruptcy proceedings of the Debtors, corporate governance and the fiduciary duties of the Board of Directors, any matters concerning the Securities and Exchange Commission, the Federal Communications Commission or any other federal, state or local regulatory agency, any investigations, and any securities class actions or shareholder derivative actions, as well as other specific matters as they arise (collectively, the "Proceedings"), including the following:

- (a) conduct legal research, collection and review of documents, interviews of relevant current and former officers, directors and employees of the Debtors and other tasks in connection with the Proceedings
- (b) review developments in the Debtors' chapter 11 cases and advise the Board of Directors in connection therewith;

- (c) provide legal advice to the Board of Directors in support of its ongoing responsibilities with respect to the Debtors' operations, including attendance at meetings of the Board of Directors and its committees;
- (d) represent and provide such services as are requested by the Board of Directors in connection with any litigation that may be brought against the Board of Directors;
- (e) appear before the Bankruptcy Court, any district or appellate courts, and the United States Trustee on behalf of the Board of Directors with respect to the matters referred to above; and
- (f) provide the full range of legal services and advice normally associated with the matters referred to above.

4. Winston & Strawn, an international law firm of nearly 900 attorneys, has considerable experience in the practice areas of litigation, corporate, tax and securities law that will likely be relevant to its role as Special Counsel to the Board of Directors. In addition, Winston & Strawn has considerable experience, expertise in and knowledge of the field of reorganizations under chapter 11 of the Bankruptcy Code.

5. Winston & Strawn is therefore well qualified to represent the Debtors' legitimate business interests in the matters for which it is to be employed, and to coordinate with and assist the law firm of Skadden Arps, Slate, Meagher & Flom LLP, the Debtors' general bankruptcy counsel (the "General Bankruptcy Counsel"), in connection with the Debtors' chapter 11 cases.

6. In preparing this Declaration, I used a set of procedures developed by Winston & Strawn to ensure full compliance with the requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules for the

United States Bankruptcy Court for the Southern District of New York (the "Local Rules") regarding the retention of professionals by a debtor-in-possession under the Bankruptcy Code. Pursuant to these procedures, Winston & Strawn systematically maintains and updates its conflicts check system in the regular course of business. Specifically, I had submitted to Winston & Strawn's computer conflicts-check system a list of the names of persons and entities provided to Winston & Strawn by the Debtors' General Bankruptcy Counsel, a copy of which is attached hereto as Exhibit B. Winston & Strawn then compared each of these potential parties in interest to the names in the computer database to determine any matches.

7. Through diligent inquiry, I have determined that neither Winston & Strawn nor any partner, counsel, or associate thereof, has had or presently has any connection with the Debtors, their creditors, any other party in interest in these cases, their respective attorneys and investment advisors, the United States Trustee, or any person employed in the office of the United States Trustee, except in matters totally unrelated to these chapter 11 cases or the matters for which Winston & Strawn is to be employed as follows:

- (a) Senior Lenders: Allstate Insurance Company; Bank of Montreal; Bank One, N.A.; Bear Stearns & Co. Inc. and other of its affiliates; Black Diamond Capital Management, LLC; affiliates of Chase Securities, Inc.; affiliates of Citigroup Global Asset Management and Citigroup Investments Corporate Loan Fund, Inc.; affiliates of Credit Suisse Asset Management and Credit Suisse First Boston; affiliates of Deutsche Bank AG; Fleet National Bank; affiliates of Goldman Sachs Credit Partners L.P.; affiliates of ING Capital Advisors, Inc.; affiliates of INVESCO; affiliates of JPMorgan Chase Bank; affiliates of Merrill Lynch Capital Corp. and Merrill Lynch Credit Products; affiliates of Morgan Stanley Senior Funding; affiliates of Nuveen Senior Income

Fund; affiliates of PPM America Special Investments; affiliates of Seneca Capital, L.P.; affiliates of UBS AG, Stamford Branch; and Wachovia Bank National Association.

- (b) Junior Credit Facility (Evergreen) - Lenders and Agent: HSBC Bank USA and other of its affiliates
- (c) 3% Beneficial Owners of Notes: affiliates of Charles Schwab Investment Management; affiliates of Credit Suisse Asset Management, LLC; affiliates of Deutsche Bank Securities and Deutsche Bank Asset Management Americas; affiliates of JP Morgan Chase; affiliates of Loeb Partners; and affiliates of Nomura International PLC
- (d) Indenture Trustee Notes: HSBC Bank USA and other of its affiliates
- (e) RCN Preferred Stock Holders: Wells Fargo & Company and other of its affiliates
- (f) Landlords: affiliate of Board of Trade of the City of Chicago; Town Management Corp. and other of its affiliates; affiliates of Boys and Girls Club of Chicago; The Lurie Company; affiliates of 255 State Street LLC; affiliates of CDC IXIS Financial Guaranty Services, Inc.; an affiliate of Columbia Venture LLC; Comed and other of its affiliates; affiliates of Con Edison; affiliates of Garage Management Corporation; PECO Energy Company; affiliates of PSE&G Co.; an affiliate of Strategic Energy LLC; Waste Management; an affiliate of Siemens Enterprise Networks LLC; and Southern California Edison
- (g) Material Contracts - Software: an affiliate of CAP Gemini America Inc.; affiliates of KPMG Consulting LLC; and Oracle Corporation
- (h) Material Contracts - Pole Attachment Agreements: PECO Energy Company; affiliates of Bell Atlantic-Maryland, Inc.; Consolidated Edison Company of New York, Inc. and other of its affiliates; affiliates of Illinois Bell Telephone Company (a/k/a Ameritech-Illinois); affiliates of New England Telephone and Telegraph Company (d/b/a Bell Atlantic-New England); Pacific Gas and Electric Company and other of its affiliates; affiliates of Time Warner Cable of New York City; affiliates of Bell Atlantic-Pennsylvania, Inc.; Commonwealth Edison Company and other of its affiliates; affiliates of GTE California Incorporated (n/k/a Verizon California); affiliates

of GTE Northwest Incorporated (n/k/a Verizon Northwest); and affiliates of Verizon California Inc.

- (i) Material Contracts - Programming Agreements: affiliates of CNBC, Inc., MSNBC Cable LLC, National Broadcasting Company, Inc. and NBC Cable Networks
- (j) Material Contracts - Peering Agreements: Comdisco and Electric Lightwave Inc.
- (k) Material Contracts - Dark Fiber/IRU Agreements: Genentech, Inc.; Level 3 Communications, LLC; affiliates of Metromedia Fiber Networks Services, Inc., Metromedia Fiber Systems of New York, Inc. and Metromedia Fiber Systems/McCourt, Inc.; an affiliate of QWEST Communications Corporation; and Tufts University
- (l) Material Contracts - Capital and Equipment Agreements: affiliates of Siemens Credit Corporation
- (m) Material Contracts - Benefits/Payroll: Automatic Data Processing and other of its affiliates
- (n) Material Contracts - Wireless CPE, Cable & Misc.: Motorola and other of its affiliates; Tellabs; affiliates of TVC Incorporated; and affiliates of Verizon Wireless
- (o) Insurance Carriers: AON Corp. and affiliates of XL Specialty Ins. Co.
- (p) Material Contracts - Information: affiliates of Dell Corporation; and Microsoft and other of its affiliates
- (q) Material Contracts - Mail: GE Capital and other of its affiliates; and Pitney Bowes Credit Corp.
- (r) Material Contracts - Marketing: affiliates of Clear Channel Communications
- (s) Material Contracts - Network: affiliates of Cisco Systems; and Nortel Networks
- (t) Material Contracts - Network Cost: Ameritech and other of its affiliates; affiliates of Focal; Level 3 Communications; affiliates of TCI; affiliates of Verizon Advanced Data; Verizon Communications

Corp. and other of its affiliates; affiliates of Verizon-Retail; affiliates of Verizon-Wholesale

- (u) Material Contracts - Programming: affiliates of HBO; and affiliates of MSNBC
- (v) Material Contracts - RCN Entertainment: affiliates of Marathon International
- (w) Bankruptcy Professionals & Restructuring Advisors: Milbank, Tweed, Hadley & McCloy LLP
- (x) Non Bankruptcy Professionals: affiliates of Ernst & Young LLP; Fragomen, Del Ray, Bernsen & Loewy; KPMG and other of its affiliates
- (y) Accountants, Investment Bankers & Underwriters During Past 3 Years: affiliates of JP Morgan; and PricewaterhouseCoopers

8. To the best of my knowledge, I have ascertained that neither Winston & Strawn, nor any of its members, counsel or associates, has any interest adverse to the Debtors or the respective estates, creditors, or any other party-in-interest herein, or their respective attorneys or accountants, except as herein set forth, on the matters for which it is to be employed in accordance with section 327(e) of the Bankruptcy Code, the statutory predicate for the relief requested in the Application.

9. Winston & Strawn is a large international law firm, with a diverse client base. No single existing client referenced in this Declaration accounted for 1% or more of Winston & Strawn's total value of time billed during the prior fiscal year in which Winston & Strawn represented such client except as

follows: Bank One, N.A., Verizon Communications Corp. and its affiliates and GE Capital and its affiliates.

10. It is contemplated that Winston & Strawn will seek compensation and/or reimbursement of necessary and reasonable out-of-pocket expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rule, the United States Trustee Guidelines, the Local Rules, this Court's Order in these cases and this Court's Administrative Order Under 11 U.S.C. §§ 105 and 331 Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals, dated June 22, 2004.

11. Winston & Strawn will charge its customary hourly rates for services performed in its representation of the RCN Board of Directors. Currently, those hourly rates range from \$325 to \$695 for partners, from \$160 to \$440 for counsel and associates, and from \$105 to \$175 for paraprofessionals, which rates are subject to increases in accordance with Winston & Strawn's usual and customary billing practices.

12. The hourly rates set forth above are Winston & Strawn's current regular hourly rates for work of this nature. These rates are set at a level designed to fairly compensate Winston & Strawn for the work of its attorneys and paraprofessionals and to cover fixed and routine overhead expenses. Such hourly rates do not include charges for non-legal personnel, including word processing, clerical, proofreading and secretarial staff. It is Winston & Strawn's policy to charge its clients for all other services provided and for disbursements and expenses

incurred in relation thereto. These disbursements and expenses include, among other things, charges for telephone and facsimile usage, photocopying, travel, business meals, computerized research, messengers, couriers, postage, witness fees and fees related to trials and hearings. Winston & Strawn will charge for these expenses in a manner and at rates consistent with charges made generally to its other clients.

13. No promises have been received by or made to Winston & Strawn, or any of its members, counsel or associates, as to compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code and the Bankruptcy Rules. Winston & Strawn has no agreement with any other person (other than customary arrangements among members of the firm of Winston & Strawn) for the sharing of compensation to be received by Winston & Strawn in connection with services rendered in this case.

14. Although I am unaware of any other connections at the present time, Winston & Strawn is a large international firm and may have represented, may currently represent or may represent in the future certain of the Debtors' creditors or equity holders in matters unrelated to these cases. I understand that if any information as stated herein changes or if I learn of any additional connections to creditors or any party or parties in interest at a later date, I have a duty to supplement the Declaration to disclose those facts and/or connections and will do so promptly after discovery of any such information.

15. The foregoing constitutes the statement of Winston & Strawn pursuant to Sections 327, 328 and 504 of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016(b).

16. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

/s/ David Neier
David Neier

EXHIBIT A

WINSTON & STRAWN LLP

35 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60601-9703

43 RUE DU RHONE
1204 GENEVA, SWITZERLAND

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1 ROPEMAKER STREET
LONDON, EC2Y 9HT

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(212) 294-6700

FACSIMILE (212) 294-4700

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21 AVENUE VICTOR HUGO
75116 PARIS, FRANCE

101 CALIFORNIA STREET
SAN FRANCISCO, CALIFORNIA 94111-5894

1400 L STREET, N.W.
WASHINGTON, D.C. 20005-3502

June 25, 2004

Mr. David McCourt
Chairman and Chief Executive Officer

Mr. Alfred Fasola
Chairman of the Audit Committee

RCN Corporation
105 Carnegie Center
Princeton, NJ 08540

Re: Engagement Letter

Dear Mr. McCourt and Mr. Fasola:

We are pleased that, effective as of June 7, 2004, Winston & Strawn LLP has been asked to provide advice to the board of directors (the "Board of Directors") of RCN Corporation ("RCN") in connection with the matter described below. While we have discussed with you the work that is contemplated, we are required by applicable rules to provide you with a written explanation of the scope of legal services to be provided. The purpose of this letter is to confirm our retention and to set forth the terms of our engagement.

Scope of Engagement. For purposes of this engagement, our representation will be of the Board of Directors and not any shareholders, partners, agents, employees, officers, or any individual members of the Board of Directors.

Winston & Strawn has been engaged to provide advice to the Board of Directors as their attorneys and to provide legal services and advice from time to time in connection with the bankruptcy proceedings of RCN, corporate governance and the fiduciary duties of the Board of Directors, any matters concerning the Securities and Exchange Commission, the Federal Communications Commission or any other federal, state or local regulatory agency, any investigations, and any securities class actions or shareholder derivative actions, as well as

WINSTON & STRAWN LLP

Mr. David McCourt
Mr. Alfred Fasola
June 25, 2004
Page 2

other specific matters as they arise (collectively, the Proceedings”), including, but not limited to, the following:

- conduct legal research, collection and review of documents, interviews of relevant current and former RCN officers, directors and employees and other tasks in connection with the Proceedings
- review developments in RCN's chapter 11 cases and advise the Board of Directors in connection with RCN's chapter 11 cases;
- provide legal advice to the Board of Directors in support of its ongoing responsibilities with respect to RCN's operations, including attendance at meetings of the Board of Directors and its committees;
- represent and provide such services as are requested by the Board of Directors in connection with any litigation that may be brought against the Board of Directors;
- appear before the Bankruptcy Court, any district or appellate courts, and the United States Trustee on behalf of the Board of Directors with respect to the matters referred to above; and
- provide the full range of legal services and advice normally associated with the matters referred to above.

In the event that litigation is brought against the Board of Directors by RCN shareholders, creditors or others, Winston & Strawn agrees, if requested by the Board of Directors, to represent and provide additional services to the Board of Directors in connection therewith.

Fees. Our fees for professional services in connection with this agreement will generally reflect, and be determined primarily on the basis of, the hours worked by Winston & Strawn attorneys, legal assistants and other support personnel and the hourly rates in effect at the time the services are rendered. Our hourly rates for partners range from \$325 to \$695; for associates, from \$160 to \$440; and, for legal assistants, from \$90 to \$215. Our billing rates are subject to adjustment from time to time, usually in January of each year. The amount of our fee will also take into account all relevant circumstances and factors as set forth in the New York Lawyer's Code of Professional Responsibility (the "Code"), as it applies to us as attorneys, including the nature of the services performed, the amount of time spent, the experience and ability of the lawyers and legal assistants working on this engagement, the novelty and complexity of the specific issues involved, the time limitations imposed by you or

WINSTON & STRAWN LLP

Mr. David McCourt
Mr. Alfred Fasola
June 25, 2004
Page 3

the circumstances and the responsibilities undertaken by us. In addition, our retention, fees and expenses shall be subject to approval of the Bankruptcy Court, and shall be billed in compliance with the procedures established in the Administrative Order Pursuant to 11 U.S.C. §§ 105(a) and 331 Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals, entered in the Debtors chapter 11 cases (the "Compensation Procedures Order").

Expenses and Other Charges. During the course of the engagement, RCN will also be responsible for all expenses and service charges relating to our engagement, whether billed to RCN by us or by individuals or entities retained by us, including charges for telephone and telecopy services, photocopying, travel and subsistence, document production, word processing and secretarial services, postage and delivery, computerized research, litigation support, electronic and other data storage and retrieval, filing fees and the like. Unless special arrangements are made, the fees, expenses and charges of others (such as experts, investigators, local counsel, consultants and document service providers) and other large disbursements will not be paid by us, but will be the responsibility of, and billed directly to, RCN. Notwithstanding the foregoing, all fees and expenses shall be billed in compliance with the Compensation Procedures Order.

Representation of Others. As you know, Winston & Strawn has numerous clients, many of whom rely upon us for general representation. Although we hope it never happens, it is possible during the time we are representing the Board of Directors that some of our current or future clients will have disputes, engage in transactions or otherwise develop an adverse relationship with the Board of Directors or RCN. You acknowledge and agree that, consistent with the Code, Winston & Strawn may continue, or in the future undertake, to represent existing or new clients in any matter, even if the interests of such other clients in such other matters are directly adverse to the Board of Directors or RCN, as long as those matters are not substantially related to our representation of the Board of Directors in this matter. You further acknowledge and agree that Winston & Strawn's representation of the Board of Directors in this matter or otherwise shall not preclude Winston & Strawn from representing either existing or future clients that are involved in the same industry, sectors or businesses in which RCN is involved.

Terms of Engagement. Both you and we reserve the right to terminate this engagement at any time for any reason by written notice. In the event of such termination by you, our fees, expenses and service charges, whether billed or unbilled, shall immediately become due and payable. We also may request the Bankruptcy Court to withdraw from this representation in the RCN's chapter 11 cases. Our right to withdraw as counsel shall, of course, be consistent with our obligations under the applicable provisions of the Code.

Governing Law. Our engagement shall be governed by, and construed in accordance with, the laws of the State of New York, exclusive of the law of conflicts of laws. If a dispute develops about our fees, you may have the right to seek arbitration under New

WINSTON & STRAWN LLP

Mr. David McCourt
Mr. Alfred Fasola
June 25, 2004
Page 4

York law.

If the foregoing correctly reflects the terms and conditions of our engagement, please indicate your acceptance by executing the enclosed copy of this letter in the space provided below and return it to our office.

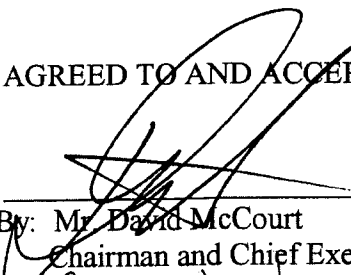
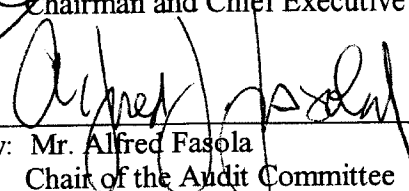
We are delighted that we will have the opportunity to work with you on this matter. If you have any questions about the terms of our engagement, please do not hesitate to give me a call. We are very much looking forward to working with you and your colleagues.

Very truly yours,



Robert E. Bostrom

AGREED TO AND ACCEPTED:


By: Mr. David McCourt
Chairman and Chief Executive Officer
By: Mr. Alfred Fasola
Chair of the Audit Committee

REB:pf

cc: John S. Dubel

EXHIBIT B

**RCN CORPORATION AND SUBSIDIARIES
CONFLICTS LIST**

Senior Lenders

JPMorgan Chase Bank
1888 Fund, Ltd.
AIMCO CDO Series 2000-A
AIMCO CLO Series 2001-A
Allstate Insurance Company
Allstate Life Insurance Company
Amara-1 Finance Ltd.
Amara-2 Finance Ltd.
American Express Asset Management
Archimedes Funding II, Ltd.
Archimedes Funding III, Ltd.
Bain Capital Inc.
Bank of Montreal
Bank One, N.A.
BDC Finance LLC
BDCM Opportunity Fund, LP
Bear Stearns & Co. Inc.
Bingham CDO L.P.
Black Diamond Capital Management, LLC
BNP Paribas
Canpartners Investments IV LLC
Canyon Capital Advisors LLC
Canyon Capital CDO 2001-1
Centurion CDO II, Limited
Ceres Finance, Ltd.
Ceres II Finance, Ltd.
Citigroup Global Asset Management
Citigroup Investments Corporate Loan Fund, Inc.
Credit Opportunities Funding, Inc.
Credit Suisse Asset Management
Credit Suisse First Boston
CypressTree Investment Partners II
CypressTree Investment Partners I
CyprusTree Investment Management Co.
Deephaven Distressed Opportunities
Deutsche Bank AG
Diversified Credit Strategies Fund
Eaton Vance Management (a/k/a Senior Debt Portfolio)
ELT Ltd

Epsilon Global Master Fund LP
Epsilon Global Master Fund II LP
Fleet National Bank
Goldman Sachs Credit Partners L.P.
Great Point CBO 1998-1
Guggenheim Partners
Hamilton CDO Ltd.
HFR DS Strategic Opportunity Master Trust
Highland Capital Management, L.P.
Highland Crusader Offshore Partners
IBM Credit LLC (f/k/a IBM Credit Corporation)
ING Capital Advisors, Inc.
INVESCO
KD Distressed and High Income Master Fund C.V.
KD Distressed and High Income Securities Fund LP
KS Capital Partners, L.P.
KS International
KZH CypressTree-1 LLC
KZH ING-2 LLC
KZH Sterling LLC
Lispensard Street Credit (Master) Ltd.
Longacre Master Fund Ltd
Magma CDO Ltd.
Merrill Lynch Credit Products
Metropolitan Life Insurance Co.
Mizuho Global, Ltd.
ML CLO XIX Sterling (Cayman) Ltd.
Nuveen Senior Income Fund
Oak Hill Advisors
Oak Hill Securities Fund, L.P.
Oak Hill Securities Fund II, L.P.
Oasis Collateral High Income Port.-1
One Group High Yield Bond Fund
PAM Capital Funding LP
Pamco Cayman Ltd.
Paribas Capital Funding LLC
PB Capital Corporation
PPM America Special Investments
Redwood Master Fund, Ltd.
Satellite Asset Management
Satellite Senior Income Fund, LLC

Sea Pines Funding LLC
 Seneca Capital, L.P.
 Sequils ING I (HBDGM), Ltd.
 SIL Loan Funding LLC
 Silver Point Capital
 Spiret IV Loan Trust 2003-A
 SPCP Group, LLC
 SPS High Yield Loan Trading
 SRS Strategies (Cayman), L.P.
 Stanfield Capital Partners LLC
 Stanfield CLO, Ltd.
 Stanfield Quattro CLO, Ltd.
 Stanfield/RMF Transatlantic CDO, Ltd.
 Stellar Funding, Ltd.
 Strata Funding Limited
 SunAmerica Senior Floating Rate Fund
 Thermopylae Funding Corp.
 TRS Callisto LLC
 UBS AG, Stamford Branch
 Upper Columbia Capital Company, LLC
 Wachovia Bank National Association
 Windsor Loan Funding Limited
 York Capital Management, L.P.
 Chase Securities, Inc.
 Merrill Lynch Capital Corp.
 Morgan Stanley Senior Funding

Junior Credit Facility (Evergreen) - Lenders and Agent

Evergreen High Yield Bond Fund
 Evergreen Income Advantage Fund Evergreen
 Strategic Income Fund
 Evergreen Utility and Telecommunications Fund
 Evergreen VA High Income Fund
 Evergreen VA Strategic Income Fund
 HSBC Bank USA
 Sentinel Capital Markets Income Fund
 Sentinel High Yield Bond Fund

3% Beneficial Owners of Notes

Bay Harbour Management
 Centennial Bank Trust Department
 Charles Schwab Investment Management

Credit Suisse Asset Management, LLC
 Deutsche Bank Securities
 Deutsche Bank Asset Management Americas
 First Investors Management Company, Inc.
 Fiserv Securities
 Fortis Investment Services
 Greywolf Capital Partners II LP
 HBV Capital Management
 JP Morgan Chase
 Lampe Conway & Company, L.L.C.
 Loeb Partners
 Luxor Capital Partners Offshore Ltd
 Mason Capital Ltd.
 Mason Capital L.P.
 Memorial Capital Corporation
 Milfam LLC
 Nomura International PLC
 Q Investments
 RBC Investment Management
 Romulus Holdings, Inc.
 Silfen Investment Partners
 TCW Asset Management
 Tudor Investment Corporation
 Teachers Ins. & Annuity Association
 Wholesale Realtors Supply
 York Capital Management LP

Indenture Trustee - Notes

The Chase Manhattan Bank

5% Beneficial Owners of Common Stock

HM4 RCN Partners
 Level 3 Delaware Holdings, Inc.
 Walter Scott, Jr.
 Vulcan Ventures Inc.

RCN Preferred Stock Holders

Hicks Muse Fund IV
 Hicks, Muse, Tate & Furst
 Vulcan Ventures Inc.
 Wells Fargo & Company

Officers and Directors

David C. McCourt
Michael B. Yanney
Peter Brodsky
Richard R. Jaros
Thomas P. O'Neill III
Walter E. Scott, Jr.
James Q. Crowe
Alfred Fasola
Eugene Roth
Michael A. Adams
Patrick T. Hogan
Terry Wingfield (W. Terrell Wingfield)
John S. Dubel
Michael J. Angi
Deborah Royster

Landlords

A.M. Glick Realty Trust
Allen Glick
Arlington Center Garage and Service Corporation
Charles Christie
David T. Rubin
EOP-Riverside Project, L.L.C.
Glenridge Realty Trust
HP. Trust
Joe Cunningham Remodeling and Construction, Inc.
R.K. Associates, Inc.
212 Associates, LLC
Belhaven Avenue C. LLC
Broad and Noble Associates, Inc.
Carmen Masci
CBS Corporation
C-Tec Cable Systems, Inc.
Dolores Masci
J. Medlar T/A Uniform Supply Service
John F. Harkins & Patricia A. Harkins
Jon K. Miller
Joseph E. Bakes
Liberty Property Limited Partnership
Mericle Properties
Monarch, Inc.
Robert K. Mericle

Stephen Fogt and Robert Dedert
Van R. Kloiber and GERALYN M. Kloiber
Wilson Park Ltd.
1401 S. Jefferson, LLC
535 North Michigan Avenue Condominium
Association
Board of Trade of the City of Chicago
G.F.L.P
The Chestnut Place Associates
The Drexel Towers Apartments
The Habitat Company
Town Management Corp.
Waterton Printers' Square, LLC
William Bodnarchuk
2551 North Clark Associates
A&P Management
Boys and Girls Club of Chicago
Burnham Park Plaza Associates
California 225 West Washington, Inc.
Carl Sandburg Village Condominium Association II
Christopher House
Firstar Bank Illinois (f/k/a First Colonial Trust Co.)
James Runnion
Kass Management
Katz Realty and Investment Corporation
L&L Building Corp. c/o Reebie Stoarge & Moving
Co., Inc.
Moss Investment
Murdoch, Coll & Lillibridge, Inc.
MW-CPAG Holdings, LLC
Rayan Brothers Enterprises, Inc.
Smith Property Holdings Superior Place, LLC
The Lurie Company
Tomo and Adella Matanic
Torstenson Glass Company
100 & 200 Clarendon LLC
200 Berkeley & 197 Clarendon LLC
225 Franklin Street LLC
340 Associates LLC
Abbey Landmark Operating, LLC
Allen Glick
American Venture 594 Corporation
Atlantic-Quincy Realty LLC

Bearnstfed, Inc
 Boylston 425 Limited Partnership
 BP Prucenter Acquisition LLC
 Bronx Park Associated, LP
 Cameron Real Estate, Inc.
 Concord Property Management
 Dennis A. Dyer
 Edward P. Goll
 Financial District Investors Limited Partnership
 George Oulton III and Nancy C. Oulton
 Glenborough Properties, LP
 Glick Realty Trust
 John Hancock Life Insurance Company
 Louise G. Allen
 Louise G. Allen & Paul Allen as Trustees of the
 Louise Allen Insurance Trust
 Paradigm 313 Washington, LLC
 Regency Plaza Bromfield LLC
 The Louise Allen Insurance Trust
 The Marlin Realty Corporation
 William T. Conti
 225 Franklin Street LLC
 255 State Street LLC
 81-83 Boylston Street Realty Trust:
 Arnold Bloom
 Barbara Burley
 Boston Edison Company
 Boston-America Realty Trust
 Boynton Yards Associates LLC
 Church Realty Trust
 EOP-125 Summer Street LLC
 Glynnis Burgdoff
 GTI Properties Inc.
 Irving Lefkowitz
 James C. Dow
 John A. Walsh
 Liberty Mutual Insurance Company
 Moshe Ariel
 MSP Summer Street LLC
 Norfolk Realty Trust
 North Beacon 155 Associates, LLC
 Paradigm 31 Milk LLC
 River Street Realty Trust

Rosemary Office Associates LP
 Sigmond Lefkowitz
 Starwood Paradigm Franklin LLC
 Stephen Danzansky
 Thomas Wold
 WB Tremont LLC
 Alan Rosenfield
 CGMD, LLC
 David Mareira
 Fieldcom Realty Trust
 Philip Rosenfield
 Robert P. Dion
 Robert Rosenfield
 1133 Building Corp.
 79-87 Ave. C., LLC
 80 W.E.T.H. Corp.
 Argonaut Holdings, Inc.
 Broadcast Estates Associates
 Carmel Associates
 CDC IXIS Financial Guaranty Services, Inc.
 Edmund Bernstein
 Grant & Bauman Partnership
 Hudson Telegraph Associates, LP
 Jetblue Airways Corporation
 George Soros
 Joseph Ende
 Julio Villas
 Rockrose Development Corp.
 Traditional Casket Co., Inc.
 Boston Properties Limited Partnership
 Deborah Sperberg
 PS Business Parks, LP
 Robertson Properties, LC
 Sycon Corporation
 West Little Creek, LLC
 Westwood Village, LLC
 Carson Industrial Park Partners
 Clark Metals, Inc.
 Copper and Brass Sales, Inc.
 Cornerstone Suburban Office, LP
 Cornerstone Ventures, Inc.
 F.W. Spencer & Son, Inc.
 HPMC Pacific Plaza LLC

J&R Realty Company
 John W. Clark
 Koll Cornerstone II
 Mitsubishi Electric & Electronics USA., Inc.
 Oscar Douoian
 Steven M. David
 The Cambay Group, Inc
 The Klabin Company
 1920 L Street LLC
 300 4th Street Limited Partnership
 5756 Georgia LLC
 BDC Derekwood LLC
 Columbia Realty Venture
 Consortium Two-2100 M Street, LLC
 Dani's Properties
 East-West LLC
 Fields Road Joint Venture
 First FSK Limited Partnership
 George Winkler
 GTW Properties, LLC
 Lawrence D. Limited Partnership
 MDG Companies
 Michael Arkin
 P&G Partnership
 Southgate at Washington Business Park, Inc.
 Washingtonian Properties Limited Partnership
 340 Associates LLC
 Carnegie Center Associates Princeton 202
 Associates Limited Partnership
 Christopher House
 Margaret Realty Trust
 Mericle Properties
 Robert K. Mericle
 10000 Derekwood Lane, LLC
 340 West LLC
 419 Boylston Street Realty
 AM Glick Realty Trust
 Apparel Center Owners
 BGE
 Boston America Realty Trust
 Central Locating Service Ltd.
 Charles E. Smith Residential Realty
 Ciminello Property Associates

Comed
 Con Edison
 Current Solutions Electric
 Dominion Virginia Power
 Eport 600, LLC
 FW Spencer & Sons Inc.
 Garage Management Corporation
 Glenborough Fund IX LLC
 J&G Cleaning
 JSE Woodside F.L.P
 Lee Buffington
 Mericle 100 Baltimore LLC
 Mesne Properties
 Met Ed
 Milford Management
 PECO Energy Company
 PP&L
 PS Business Parks Inc. Loc #10
 PSE&G Co.
 RDP Management Inc.
 Royal Realty Corp.
 STCC Assistance Corp.
 Strategic Energy LLC
 Waste Management
 Wells Avenue
 Wesley Jessen Corp
 Wakefield Municipal Gas and Light Department
 Siemens Enterprise Networks LLC
 Southern California Edison

Material Contracts - Software Agreement Parties

Active Software, Inc.
 Anacomp, Inc.
 Architel Systems Corporation
 Ceon Corporation
 Clarify Inc.
 Computer Generation Incorporated
 CAP Gemini America Inc.
 Granite Systems, Inc.
 Group 1 Software, Inc.
 Hyperion Solutions Corporation
 IET Intelligent Electronics, Ltd.
 Kennan Systems Corporation

KPMG Consulting LLC
Oracle Corporation
PeopleSoft USA, Inc.
Primus Knowledge Solutions, Inc.
Quest Software, Inc.
The Allied Group, Inc.
Vertex Inc.
Westmark Harris Advisors, Inc.

Material Contracts – Pole Attachment Agreements

Commonwealth Telephone Company of Pennsylvania
PECO Energy Company
The Town of Wakefield, Massachusetts' Municipal
Gas and Light Department
Boston Edison Company
NSTAR Communications, Inc.
The Board of Selectmen of the Town of Wakefield,
Massachusetts
Bell Atlantic–Maryland, Inc.
Consolidated Edison Company of New York, Inc.
Illinois Bell Telephone Company (a/k/a Ameritech-
Illinois)
Massachusetts Electric Company
Metropolitan Edison Company
New England Telephone and Telegraph Company
(d/b/a Bell Atlantic–New England)
New York State Electric & Gas Corporation
New York Telephone Company
Pacific Gas and Electric Company
Pennsylvania Power & Light Company
Potomac Electric Power Company
Sylvan Lake Telephone Company
The Bell Telephone Company of Pennsylvania
Time Warner Cable of New York City
Virginia Electric and Power Company (d/b/a Virginia
Power)
Wakefield Community Access Television
Bell Atlantic–Pennsylvania, Inc.
City of Seattle
Clapp Research Associates, P.C.
Commonwealth Edison Company
Department of Water and Power of the City of Los
Angeles

Global Lightwave
GTE California Incorporated (n/k/a Verizon
California)
GTE Northwest Incorporated (n/k/a Verizon
Northwest)
Pacific Bell
PG&E
Puget Sound Energy, Inc.
US West Communications, Inc.
Verizon California Inc.

Material Contracts – Programming Agreements

A&E Television Networks
A.D. Vision, Inc.
Affiliate Sales and Marketing, Inc.
American Movie Classics Company
Atom Television Group
Brief Original Broadcasts, LLC
CNBC, Inc.
Colorado Satellite Broadcasting Inc.
C-TEC Cable System Services, Inc. (n/k/a
Commonwealth Telephone Enterprises, Inc.)
Discovery Communications, Inc.
E! Entertainment Television, Inc.
Fox Cable Network Services, LLC
FX Networks, LLC
HSN LP
Japan Network Group, Inc.
Madison Square Garden, LP
Marantha Broadcasting Company, Inc.
MSNBC Cable LLC
National Broadcasting Company, Inc.
National Cable Television Cooperative:
NBC Cable Networks
New England Sports Network Limited Partnership
Oxygen Cable, LLC
Romance Classics
SportsChannel Chicago Associates
SportsChannel New England Limited Partnership
SportsChannel Pacifica Associates
Sundance Channel, LLC
TechTV, LLC
Tower Distributions Company

TVB (USA) Inc.
TVN Entertainment Corporation:
Valuevision Media, Inc.
Warner Home Video

Material Contracts – Peering Agreements

Accretive Networks, Inc
AT&T Corp.
Broadwing Communications (f/k/a Cincinnati Bell)
Comdisco
Concert Global Networks Services Ltd.
Data Xchange
DISC/DREN Business Unit of AT&T Corp.
Electric Lightwave Inc.:
Equinox Operating Company, Inc.
Genuity Solutions Inc.
ICG NetAhead Inc.
Japan Telecom America
KDDI Corporation
Primus Telecommunications, Inc.
Swisscom AG

Material Contracts – Dark Fiber/IRU Agreements

21st Century Telecom Services, Inc.
ACSI Network Technologies, Inc.
Allegiance Telecom, Inc.
American University
Broadview Networks, Inc.
Cogent Communications, Inc.
CSX Fiber Networks LLC
First World Communications, Inc.
Genentech, Inc.
Global NAPs Network
GT Group Telecom Services (USA) Corp.
KeySpan Communications Corp.
Level 3 Communications, LLC
Massachusetts' Municipal Gas and Light Department
McLeodUSA Telecommunications:
Metromedia Fiber Networks Services, Inc.
Metromedia Fiber Systems of New York, Inc.
Metromedia Fiber Systems/McCourt, Inc.
Neon Optica, Inc.
NextG Networks, Inc.

Northeastern University
NSTAR Communications, Inc.
Partners HealthCare Systems, Inc.
QWEST Communications Corporation
SAVVIS Communications Corporation
SUNESYS, Inc.
Teleport Communications Boston
The Town of Wakefield
The Trustees of Columbia University in the City of
New York
Tufts University
Yipes Enterprise Services, Inc.
NEES Communications, Inc.

**Material Contracts – Capital and
Equipment Agreements**

Applied Financial, Inc.
Mirapoint, Inc.
Siemens Credit Corporation

Material Contracts - Benefits/Payroll

American Express
Automatic Data Processing
Aetna Middletown
Benefit Concepts Inc.
Ceridian
Cigna
Computershare Limited
First Priority HMO
Humana Health Plan Inc.
Keystone Health Plan Central
Marsh@Worksolutions
Mellon Investor Services
NEC Corp.
Penn St. Geisinger Health Plan
Plan Advisory Services
Snelling Personnel Services
Spectera, Inc.
Talx
Tufts Health Plan
Work & Well, Inc.

Material Contracts - Call Center

Affinitas Corporation
Aspect Communications
Blue Pumpkin Software
Call Center Resources, Inc
Corporate Collection Services
Decision One Corporation
North Shore Agency, Inc.
Online Interpreters, Inc
Voicelog
Witness Systems

Material Contracts - Wireless CPE, Cable & Misc.

Acterna
Boise Cascade Office Products
CH Robinson Worldwide Inc.
Commscope
Contec Corporation
Corning Gilbert Inc.
Eagle Comtronics Inc.
Harmonic Inc.
Linksys.
Motorola
NDS America, Inc.
Nextel Communications
Passive Devices, Inc. (PDI)
Power & Telephone Supply
Scientific Atlanta
Tellabs
Times Fiber Communications, Inc.
Tollgrade Communications Inc.
Toshiba America Information Systems Inc.
TVC Incorporated
UEC Technologies
Verizon Wireless
Webb Mason
Wright Express

Insurance Carriers

Aegis Insurance Services Inc.
American Venture Corp.
AON Corp.
Cananwill Inc.

Connecticut General Life Insurance Company
FBO Liberty Mutual Insurance
Lumbermens Mutual Insurance Company (a/k/a
Kemper Insurance)
Reliance Standard Life
Saul Metcho
Seabury and Smith
Saint Paul Fire and Marine
XL Specialty Ins. Co.

Material Contracts - Information Technology

(I) Structure
Alltel/CTSI
AMDOCS
Aptis
CEON Corp.
Convergys IMG
Crystal Information Technology
Dell Corporation
DST Innovis Inc
IBM
Intec
Microsoft
Neustar
Republic Bank
RJS Associates Inc.
RJS Software Systems Inc.
RTP Technology Corporation
Software Spectrum
Synergy Networks Inc.
Systems 170
Trident USA
Veritas Software Corporation
Vision Information Technology

Material Contracts - Mail

Federal Express
GE Capital
Pitney Bowes Credit Corp.
US Post Service
US Postmaster

Material Contracts - Marketing

Adams Outdoor Advertising LP
Advanced Magazine Publishers
Affinitas Corporation
Bernard Hodes Group
Chowder
Clear Channel Communications
Comtec Telservices Inc.
Epsilon, A Relizon Company
Evergreen Sales & Marketing Inc
Hatteras Press
HN Media & Marketing
Infini Solutions
Midlantic Color Graphics
Protocol Marketing Group
Rocky & Rockwell Advertising
Suburban Mailing Services
The Morning Call
The Telemarketing Company

Material Contracts - Network

Alltel Information Services
Arris
Bigband Networks Inc.
Ciena Communications Incorporated
Cisco Systems
Core Communications, Inc.
Extreme Networks Inc.
Fujitsu Telecom Solutions
General Bandwidth
Global Data
Lucent Technologies Incorporated
Marconi Corporation PLC
Nortel Networks
Openwave Systems
Phase 3 Communications Inc.
Seachange International
SS8 Networks, Inc.
Switch and Data
Uunet Technologies Inc.
Zhone Technologies, Inc.

Material Contracts - Network Cost

Williams Communications LLC
Ameritech
Amtrak
Bellsouth
Cable & Wireless USA Inc.
Commonwealth Telephone Company
Covad Communications
CTSI
Focal
Global Crossing
Illuminet
Level 3 Communications
MCI
MFS Telecom Inc.
Nees Communications
New York Access Billing LLC
SCE
SNET
Sprint
Sprint United
TCI
Teleglobe USA Inc.
Verizon Advanced Data
Verizon Communications Corp.
Verizon-Retail
Verizon-Wholesale
Worldcom
XO Communications

Material Contracts - Programming

Accuweather Channel (WFMZ)
Arts & Entertainment Network
Black Entertainment Television
Cable Guide
Cinemax
Classic Sports Network
Comcast Sportsnet
Country Music Television
Discovery Digital Networks
Discovery Channel/ABC Cable Networks
Disney Channel
ESPN

ESPN 2
 ESPN Affiliates
 Fox Movie Channel
 Fox News Network LLC
 Fox Sports Digital Nets Inc.
 Fox Sports Chicago
 Fox Sports New England
 Fox Sports World Espanol
 Fox Sports World LLC
 Galavision
 HBO
 International Channel
 Lifetime Entertainment Services
 Lifetime Television
 Manhattan Neighborhood Network
 MTV Networks
 Music Choice
 MSNBC
 New Video Channel America (BBC America)
 NGC Networks US LLC
 Oxygen Cable LLC Affiliate
 Pennsylvania Cable Network
 Playboy Entertainment Group Inc.
 Showtime Networks Inc.
 Sportschannel Pacific
 Starz Encore Group
 The Erotic Networks
 The Health Network
 The History Channel
 The National Network
 TV Guide
 TV Guide Networks, Inc.
 USA Network
 WGN
 Womens Entertainment
 Yankees Entertainment and Sports

Material Contracts - RCN Entertainment

BTL Production Services, Inc.
 Cast & Crew Talent Services, Inc.
 Cast and Crew production Payroll, Inc.
 Crew Production Services, Inc.
 Outward Bound, Inc.

Discovery Communications, Inc.
 TPS Jeunesse
 Great Plains National Instructional Television
 Library
 Decode Entertainment, Inc.
 Loris Lunsford
 Loris Kramer
 Sungate Partners, Inc.
 Marathon International
 The United Nations
 Games Productions, Inc.
 Walter Dean Myers
 Overbrook Films, LLC
 Ellen Wittlinger
 Mr. Knife Productions, Inc.
 Gail Carson Levine
 Curtis Brown, Ltd.
 International Family Entertainment, Inc. (d/b/a ABC
 Family and Fox Kids International Programming
 A.V.V.)
 Showtime Networks, Inc.
 International Family Entertainment, Inc.
 Zack Productions, Inc.
 Manhattan Transfer/Edit, Inc.
 Jim Arnosky
 Walden Media LLC
 SeaStar Books (a Division of North South Books)
 Great Plains Network
 WNED-TV
 Nebraskans For Public Television on Behalf of
 Great Plains National
 Bantam Doubleday Dell Books
 Community Television of Southern California
 The Strategy Licensing Company, Inc.
 Citysearch.com
 Writers Guild of America, East, Inc.
 Writers Guild of America, West, Inc.
 TVN Entertainment Corporation
 Arthur Yorinks
 ASIS Productions, Inc.
 Community Television of Southern California
 Goldhill Home Media International, Inc.
 Lois Lowry

Material Contracts - Joint Venture

NSTAR Communications
Pepco Communications, Inc.

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