

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

Ret. June 22, 2004, 10:00 a.m.

In re	:	Case No. 04-13638 (RDD)
RCN CORPORATION, et al.	:	Chapter 11
Debtors.	:	(Jointly Administered)
Address: 105 Carnegie Center	:	
Princeton, NJ 08540	:	
Employer's Tax Identification	:	
(EIN) Nos.: 22-3498533	:	

NOTICE OF MOTION FOR AN ORDER MODIFYING AUTOMATIC
STAY PURSUANT TO 11 U.S.C. SECTION 362(d)(1)

Creditor, Jennifer Shuman has filed papers with the court seeking relief from the automatic stay pursuant to 11 U.S.C. § 362 for the purpose of proceeding with a settlement with the Debtor's insurer in the matter of Jennifer Shuman v. RCN Corporation, et al., Docket No. MID-L-3645-02, Law Division, State of New Jersey, County of Middlesex.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in the bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the court to grant the within motion for relief from the automatic stay, or of you want the court to consider your views on the motion, then on or before June 22, 2004, you or your attorney must:

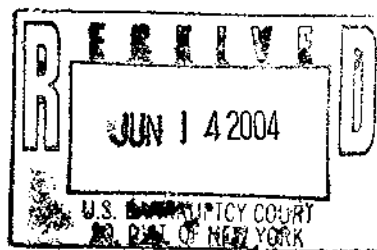
File with a court a written response explaining your position at:

United States Bankruptcy Court, Southern District of New York
One Bowling Green
New York, NY 10004-1408

If you mail your response to the court for filing, you must mail it early enough so the court will receive it on or before the date stated above.

You must also mail a copy to:

Neal M. Unger, Esq.

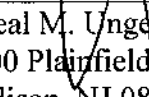


Neal M. Unger, P.C.
100 Plainfield Ave., Suite 3
Edison, NJ 08817

Attend the hearing scheduled to be held on June 22, 2004 at 10:00 a.m. Courtroom 610
United States Bankruptcy Court, Southern District of New York, One Bowling Green, New
York, NY 10004-1408.

If you or your attorney do not take these steps, the court may decide that you do not
oppose the relief sought in the motion or objection and may enter an order granting that relief.

Date: June 10, 2004



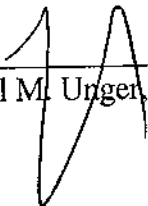
Neal M. Unger, Esq.
100 Plainfield Ave., Suite 3
Edison, NJ 08817
(732) 985-8666
Attorney for Jennifer Shuman

CERTIFICATION OF SERVICE

I, Neal M. Unger hereby certifies as follows:

1. On June 10, 2004, I caused a true copy of the Notice of Motion for an Order Modifying Automatic Stay, a Certification in Support of Motion for an Order Modifying Automatic Stay, a letter brief and a copy of the proposed form of Order to be filed with the Clerk of the United States Bankruptcy Court, Southern District of New York at One Bowling Green, New York, NY 10004-1408 with true copies of same being served upon Jay M. Goffman, Esq., Skadden, Arps, Slate, Meagher & Flom, LLP, 4 Times Square, New York, NY 10036, Attorney for Debtor.

2. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.



Neal M. Unger, Esq.

Dated: June 10, 2004

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	Case No. 04-13638 (RDD)
	:	
RCN CORPORATION, et al.	:	Chapter 11
	:	
Debtors.	:	(Jointly Administered)
	:	
Address: 105 Carnegie Center	:	
Princeton, NJ 08540	:	
	:	
Employer's Tax Identification	:	
(EIN) Nos.: 22-3498533	:	

CERTIFICATION OF NEAL M. UNGER, ESQ. IN SUPPORT OF CREDITOR,
JENNIFER SHUMAN'S MOTION FOR AN ORDER MODIFYING AUTOMATIC
STAY PURSUANT TO 11 U.S.C. SECTION 362(d)(1)

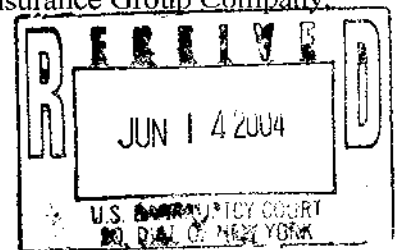
I, NEAL M. UNGER, of full age hereby certify as follows:

1. I am an attorney at law of the State of New Jersey and the State of New York, and the attorney for the Creditor, Jennifer Shuman. In such capacity, I am fully familiar with the facts that I am about to relate herein.

2. I represent the plaintiff, Jennifer Shuman in the matter of Jennifer Shuman v. RCN Corporation, et al., Docket No. MID-L-3645-02, which is filed in the Law Division, State of New Jersey, County of Middlesex. This is a gender/pregnancy discrimination matter brought pursuant to the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq and common law.

3. On March 22, 2004, the parties reached a settlement of the above litigation for a total sum of \$200,000.00.

4. Debtor, RCN Corporation maintains insurance coverage under an Employment Practices Liability Insurance Policy with an American International Insurance Group Company.



National Union Fire Insurance Company of Pittsburg, PA (hereinafter, "AIG"), Policy No. 214-24-46, which provides coverage for plaintiff Jennifer Shuman with regard to the aforementioned settlement. See declarations page attached hereto as Exhibit "A."

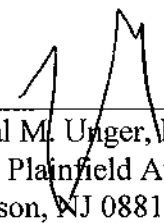
5. Debtor RCN Corporation's insurer, AIG, has agreed to pay the full amount of the monetary settlement to Jennifer Shuman.

6. Granting the relief sought and permitting Ms. Shuman's settlement to proceed is reasonable since no monies are to be paid by the debtors and, therefore, there is no impairment of the bankruptcy estate. The settlement has no connection with and cannot interfere with the administration of the within matter.

7. Accordingly, I respectfully request that the Court enter an Order granting relief modifying the automatic stay pursuant to 11 U.S.C. § 362 for the purpose of permitting the parties to proceed with consummating settlement reached in the matter of Jennifer Shuman v. RCN Corporation, et al., Docket No. MID-L-3645-02, Law Division, State of New Jersey, County of Middlesex.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false I am subject to punishment.

Date: June 10, 2004



Neal M. Unger, Esq.
100 Plainfield Ave., Suite 3
Edison, NJ 08817
(732) 985-8666
Attorney for Jennifer Shuman

EXHIBIT “A”



American International Companies®

POLICY NUMBER:
214-24-46

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

RENEWAL OF:
872-93-00

- A.W. Insurance Company
- American Home Assurance Company
- American International Pacific Insurance Company
- American International South Insurance Company
- Birmingham Fire Insurance Company of Pennsylvania
- Granite State Insurance Company
- Illinois National Insurance Company
- National Union Fire Insurance Company of Pitts., PA
- National Union Fire Insurance Company of Louisiana
- New Hampshire Insurance Company

(each of the above being a capital stock company)

NOTICE: EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS POLICY IS GENERALLY LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE THEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

NOTICE: THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE. AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE RETENTION AMOUNT.

NOTICE: THE INSURER DOES NOT ASSUME ANY DUTY TO DEFEND. HOWEVER THE INSUREDS MAY UNDER CERTAIN CONDITIONS TENDER THE DEFENSE OF A CLAIM. IN ALL EVENTS, THE INSURER MUST ADVANCE DEFENSE COSTS PAYMENTS PURSUANT TO THE TERMS HEREIN PRIOR TO THE FINAL DISPOSITION OF A CLAIM.

DECLARATIONS

ITEM 1. NAMED ENTITY: *RCN CORPORATION*

MAILING ADDRESS: *105 CARNEGIE CENTER
PRINCETON, NJ 08540*

STATE OF INCORPORATION OR STATE OF FORMATION OF THE NAMED ENTITY:
Del aware

ITEM 2. SUBSIDIARY COVERAGE: any past, present or future Subsidiary of the Named Entity

ITEM 3. POLICY PERIOD: *From: April 12, 2002 To: April 12, 2003*
(12:01 A.M. standard time at the address stated in Item 1.)

ITEM 4. LIMIT OF LIABILITY: *\$10,000,000* aggregate for all Loss combined (including Defense Costs)

ITEM 5. RETENTION: *Judgments, Settlements and
Defense Costs (non-Indemnifiable Loss) None*

7034040

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Judgements, Settlements and Defense Costs
(Company and Indemnifiable Loss)

\$150,000

for Loss arising from Claims alleging the same
Employment Practices Violation or related
Employment Practices Violation (waivable under
Clause 6 in certain circumstances)

ITEM 6. CONTINUITY DATES:

- A. All coverages (other than Outside Entity Coverage): April 12, 1999
- B. Outside Entity Coverage: Per Outside Entity: April 12, 1999

ITEM 7. PREMIUM:

+ \$856 Surcharge

ITEM 8. NAME AND ADDRESS OF INSURER (hereinafter "insurer"):
(This policy is issued only by the insurance company indicated below.)

National Union Fire Insurance Company of Pittsburgh, Pa.

175 Water Street

New York, NY 10038

7034040

IN WITNESS WHEREOF, the Insurer has caused this policy to be signed on the Declarations Page by its President, a Secretary and a duly authorized representative of the Insurer.

Elizabeth M. Tuck
SECRETARY

[Signature]
PRESIDENT

AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE DATE

COUNTERSIGNED AT

J&H MARSH & MCLENNAN INC
1166 AVENUE OF THE AMERICAS
38th FLOOR
NEW YORK, NY 10036

7034040

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