

Objection Deadline: February 2, 2009 at 4:00 p.m. (prevailing Eastern Time)  
Hearing Date (if necessary): February 6, 2009 at 10 a.m. (prevailing Eastern Time)

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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<b>In re:</b>	:	
	:	
	:	<b>Chapter 11 Case No.</b>
	:	
<b>STAR TRIBUNE HOLDINGS CORPORATION, et al.,</b>	:	<b>09-10244 (RDD)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>
	:	

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**APPLICATION OF THE DEBTORS, PURSUANT  
TO SECTIONS 327(e) AND 328(a) OF THE BANKRUPTCY CODE,  
BANKRUPTCY RULE 2014(a) AND LOCAL RULE 2014-1, FOR AUTHORITY  
TO EMPLOY AND RETAIN JONES DAY AS SPECIAL LABOR COUNSEL FOR  
THE DEBTORS, NUNC PRO TUNC TO THE PETITION DATE**

Star Tribune Holdings Corporation (“**Star Tribune Holdings**”) and The Star  
Tribune Company (“**Star Tribune**” and, together with Star Tribune Holdings, the  
“**Debtors**”) respectfully represent:

**Background and Jurisdiction**

1. On January 15, 2009 (the “**Petition Date**”), each Debtor commenced with  
this Court a voluntary case under chapter 11 of title 11 of the United States Code (the

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<sup>1</sup> The Debtors are Star Tribune Holdings Corporation and The Star Tribune Company. The employer tax identification numbers and addresses for each of the Debtors are set forth in the Debtors’ chapter 11 petitions.

“**Bankruptcy Code**”). The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors’ chapter 11 cases are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

2. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and may be determined by the Bankruptcy Court. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

### **Relief Requested**

3. By this application (the “**Application**”), the Debtors respectfully seek an order in the form attached hereto as Exhibit A (the “**Order**”), pursuant to sections 327(e) and 328(a) of the Bankruptcy Code, Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rule 2014-1 of the Local Rules for the United States Bankruptcy Court for the Southern District of New York (the “**Local Rules**”), to retain and employ Jones Day as special counsel with respect to various labor issues that may arise during these chapter 11 cases, effective *nunc pro tunc* to the Petition Date. The Debtors request that the Court approve the employment of Jones Day in accordance with the terms and conditions set forth in (a) this Application, as more fully described in the Declaration of Robert L. Ford, a partner of Jones Day, annexed hereto as Exhibit B (the “**Ford Declaration**”), and (b) that certain engagement letter, dated January 15, 2009,

between the Debtors and Jones Day (the “**Engagement Letter**”), a copy of which is annexed hereto as Exhibit C.

4. In particular, the Debtors seek authorization to retain Jones Day as special labor counsel to provide services, to the extent necessary and as requested by the Debtors, with respect to, among other issues, any and all issues that may arise during the chapter 11 cases related to (a) all aspects of the Debtors’ labor relations with the ten unions that represent certain of the Debtors’ employees who are subject to collective bargaining agreements (collectively, the “**Unions**”), including issues relating to negotiations and, if necessary, arbitration with the Unions regarding the Debtors’ collective bargaining agreements with such Unions, (b) issues with respect to any relief sought or contemplated by the Debtors under either section 1113 or 1114 of the Bankruptcy Code<sup>2</sup> and any litigation related to such relief and (c) any labor-related or other services as may be requested by the Debtors (collectively, the “**Special Counsel Matters**”).

#### **Basis for Relief Requested**

5. The retention of Jones Day as special labor counsel under the terms described herein and in the Engagement Letter is appropriate under Bankruptcy Code sections 327(e), 328(a) and 1107(b). Section 327(e) provides for the appointment of special counsel where the proposed counsel does not possess any interest materially

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<sup>2</sup> Although the Debtors believe that their proposed bankruptcy counsel, Davis Polk & Wardwell (“**DPW**”), will advise the Debtors with respect to most issues related to sections 1113 and 1114 of the Bankruptcy Code, Jones Day will provide the Debtors with related labor law advice with respect thereto in coordination with DPW. As stated in paragraph 12 hereof, the Debtors believe that Jones Day’s services will be complimentary rather than duplicative of the work performed by DPW and other legal professionals.

adverse to the debtor with regard to the matter(s) that will be handled by counsel.

Section 327(e) provides:

The trustee, with the court's approval, may employ, for a specified special purpose, other than to represent the trustee in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed.

11 U.S.C. § 327 (e). Moreover, section 1107(b) provides that “a person is not disqualified for employment under section 327 of this title by a debtor in possession solely because of such person’s employment by or representation of the debtor before the commencement of the case.” 11 U.S.C. § 1107(b).

6. Accordingly, section 327(e) of the Bankruptcy Code authorizes the retention of counsel who previously represented a debtor pre-petition, provided that: (a) the appointment is in the best interest of the debtor’s estate; (b) counsel does not represent or hold an interest adverse to the estate with respect to the matter for which counsel is to be employed; and (c) the specified special purpose for which counsel is being retained does not rise to the level of conducting the bankruptcy case for the debtor in possession. *See In re AroChem Corp.*, 176 F.3d 610, 622 (2d Cir. 1999) (noting that “where the interest of the special counsel and the interest of the estate are identical *with respect to the matter for which special counsel is retained*, there is no conflict and the representation can stand”) (emphasis in original). As explained more fully below, the

Debtors submit that each of these factors is satisfied with respect to Jones Day and, therefore, its retention should be approved under section 327(e) of the Bankruptcy Code.

7. The Debtors seek to retain Jones Day as special counsel to handle the Special Counsel Matters based on, among other things: (a) Jones Day's international reputation and extensive experience and expertise with respect to labor law generally; (b) Jones Day's extensive experience and expertise on labor issues in bankruptcy proceedings; and (c) the general knowledge and information that Jones Day obtained regarding the Debtors and their businesses, operations and labor relations with the Unions, and in general, as a result of Jones Day's pre-petition services to the Debtors.

8. In particular, and as described in the Ford Declaration, Jones Day's labor and employment practice is of global renown. Jones Day attorneys have extensive and robust experience in all aspects of labor law including expertise regarding the interplay between labor law and the Bankruptcy Code. Jones Day attorneys have represented numerous clients on a broad range of labor issues for many years, including developing strategies to reduce litigation expenses, implementing arbitration programs, handling discovery, appearing as lead counsel, trying cases and arguing appeals, as well as handling arbitrations, collective bargaining and National Labor Relations Board work.

9. Furthermore, as described in the Ford Declaration, Jones Day is intimately familiar with the Debtors, their businesses and their labor relations issues. Since approximately 2000, Jones Day lawyers have represented one or more of the Debtors, and/or the Debtors' predecessors in interest, on various labor-related issues. In particular,

during that time, Jones Day has represented one or more of the Debtors with respect to a broad range of labor matters, including, among other matters, (a) multiple litigation matters involving unfair labor practice claims, (b) in the negotiation of labor contracts, and (c) the arbitration of multiple disputes relating to the interpretation or application of the Debtors' collective bargaining agreements with certain of the Unions. As a result of its efforts, Jones Day is intimately familiar with the complex labor-related issues that have arisen and are likely to arise in connection with the Debtors' chapter 11 cases.

10. The Debtors believe that the employment of Jones Day as special labor counsel for the Debtors will enable the Debtors to avoid the unnecessary expense otherwise attendant to having another law firm familiarize itself with the Special Counsel Matters described above. For these reasons and those described above, the Debtors respectfully submit that, Jones Day is well-qualified and uniquely able to provide the specialized legal advice sought by the Debtors on a going-forward basis in an efficient and effective manner in connection with the Special Counsel Matters. Jones Day's retention as special counsel is in the best interest of the Debtors, their estates and their creditors.

#### **Scope of Services**

11. Jones Day's services are appropriate and necessary to enable the Debtors to execute their duties as debtors and debtors in possession faithfully and to implement the Debtors' successful restructuring. The Debtors currently seek to retain Jones Day,

subject to the oversight and orders of this Court, solely with respect to the Special Counsel Matters.

12. While certain aspects of the representations may necessarily involve Jones Day, as well as DPW and Curtis, Mallet-Prevost, Colt & Mosle LLP, the Debtors' conflicts counsel, the Debtors believe that the services Jones Day will provide will be complementary to, rather than duplicative of, the services to be performed by any other retained counsel. Further, the Debtors are mindful of the need to avoid the duplication of services and appropriate procedures will be implemented to ensure minimal duplication of effort, if any, as a result of Jones Day's role as special counsel. In order to minimize costs, Jones Day is prepared to work closely with the Debtors and each of their other retained professionals to clearly delineate the professionals' respective duties so as to prevent unnecessary duplication of services whenever possible.

#### **Professional Compensation**

13. In accordance with section 330(a) of the Bankruptcy Code, and as set forth in the Ford Declaration, compensation will be paid to Jones Day on an hourly basis at its customary hourly rates, plus reimbursement of actual, necessary expenses incurred by Jones Day according to its customary reimbursement policies.

14. Jones Day's hourly rates are set at a level designed to compensate it fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine overhead expenses. Hourly rates vary with the experience and seniority of the individuals assigned and may be adjusted by Jones Day from time to time in accordance

with Jones Day's customary practices. The Debtors respectfully submit that Jones Day's rates are reasonable.

15. The Debtors understand that in connection with the reimbursement of reasonable and necessary out-of-pocket expenses, it is Jones Day's policy to charge its clients in all areas of practice for expenses incurred in connection with a client's matter. The expenses charged to clients include, among other things, photocopying, witness fees, travel and lodging expenses, vendor charges, certain secretarial and other overtime expenses, filing and recording fees, long distance and other telephone charges, postage, express mail and messenger charges, computerized legal research charges and other computer services, expenses for "working meals" and telecopier charges. Jones Day will charge the Debtors for these expenses in a manner and at rates consistent with the charges generally made to its other clients. The Debtors have been informed that Jones Day will provide parties in interest with further details about Jones Day's policies regarding reimbursement of reasonable and necessary out-of-pocket expenses in its application(s) for allowance of compensation and reimbursement of expenses.

16. Along those lines, the Debtors understand that Jones Day intends to apply separately to the Court for allowance of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any guidelines established by the Office of the United States Trustee (the "**U.S. Trustee Guidelines**") and as disclosed herein. To that end, Jones Day has agreed to submit applications for interim and/or final allowances of its fees and

expenses pursuant to sections 330 and 331 of the Bankruptcy Code, the rules and orders of this Court, and any other applicable rules and guidelines.<sup>3</sup>

**Jones Day Does Not Represent or Hold Any Interest Adverse to the Debtors or the Debtors' Estates With Respect to the Special Counsel Matters**

17. To the best of the Debtors' knowledge, Jones Day does not represent or hold any interest adverse to the Debtors or their estates with respect to the matters as to which Jones Day is to be employed, except as may be set forth in the Ford Declaration. *See In re AroChem*, 176 F.3d at 622 (emphasizing that, under section 327(e) of the Bankruptcy Code, potential conflicts must be evaluated only with respect to the scope of the proposed retention). The Debtors have been informed that Jones Day will conduct an ongoing review of its files to ensure that no disqualifying circumstances arise and, if any new relevant facts or relationships are discovered, Jones Day will supplement its disclosure to the Court and serve such supplemental disclosure on the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee").

18. As of the Petition Date, the Debtors owed Jones Day amounts for unbilled and billed fees and expenses incurred for services rendered by Jones Day unrelated to these chapter 11 cases, which relate primarily to the fact that Jones Day's billing system

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<sup>3</sup> Contemporaneously with the filing of this Application, the Debtors have filed a motion requesting procedures by which DPW, Jones Day and other professionals will be compensated on an interim basis.

does not process expenses until approximately two months after they are incurred.<sup>4</sup> Jones Day has not received payment of any of these outstanding amounts. Jones Day is, therefore, a pre-petition creditor of the Debtors. However, Jones Day's status as a pre-petition creditor of the Debtors should not be an impediment to its retention by the Debtors under section 327(e) of the Bankruptcy Code. See COLLIER ON BANKRUPTCY, ¶ 327.04[9][d] at 327-63-64 (15th ed. 2008) (“the disinterested test of section 327(a) does not apply to section 327(e) because the attorney may, in fact, be a creditor of the debtor for fees related to such prepetition representation of the debtor”); see also 11 U.S.C. § 1107(b); *DeVlieg-Bullard, Inc. v. Natale (In re DeVlieg, Inc.)*, 174 B.R. 497, 503 (N.D. Ill. 1994) (holding that proposed attorney due unpaid pre-petition fees did not hold interest adverse to the debtor or its estate for the matters for which it was to be retained under the “more relaxed conflict-of-interest standard” of section 327(e)).

19. Additionally, because Jones Day is not serving as the Debtors' bankruptcy counsel, the Debtors believe that Jones Day has not rendered “services . . . in contemplation of, or in connection with the case” within the meaning of section 329(a) of the Bankruptcy Code.

20. Based on the foregoing and the disclosures set forth in the Ford Declaration, the Debtors submit that Jones Day does not hold or represent any interest

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<sup>4</sup> In particular, Jones Day has informed the Debtors that it will not know the exact amount of its pre-petition expenses for approximately two months after the Petition Date due to (a) the delay between the time when internal expenses are incurred and then posted onto Jones Day's billing system, and (b) the delay between the time when outside expenses are incurred, billed to Jones Day, and then posted onto Jones Day's billing system.

adverse to the Debtors or the Debtors' estates with respect to the matters on which Jones day is to be employed.

### **Objections**

21. The deadline to file an objection (“**Objection**”) to this Application shall be 4:00 p.m. (prevailing Eastern Time) on February 2, 2009 (the “**Objection Deadline**”). An Objection shall be considered timely only if, on or prior to the Objection Deadline, it is (a) filed with the Court and (b) served upon and actually received by (i) the Office of the U.S. Trustee, 33 Whitehall Street, 21st Floor, New York, NY 10004, Attn: Brian Masumoto (by a hard copy, with all exhibits), (ii) attorneys for the Debtors, Davis Polk & Wardwell, 450 Lexington Avenue, New York, NY 10017, Attn: Marshall S. Huebner Timothy E. Graulich, (iii) conflicts counsel to the Debtors, Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, NY 10178, Attn: Steven J. Reisman and Timothy Barnes, (iv) the attorneys for any committee of unsecured creditors then appointed in these cases, (v) the attorneys to the agent for the Debtors' first lien pre-petition lenders, Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022, Attn: Mark A. Broude, (vi) the Debtors' authorized notice agent, The Garden City Group, Inc., Attn: David A. Isaac and (vii) Jones Day, 222 East 41st Street, New York, New York 10017, Attn: Ross S. Barr and Jennifer J. O'Neil.

22. Unless otherwise ordered by the Court, a reply to an Objection may be filed with the Court and served on or before 12:00 p.m. (prevailing Eastern Time) on February 4, 2009.

23. If no objections are timely filed and served as set forth herein, the Debtors shall, on or after the Objection Deadline, submit to the Court a final order granting the relief requested herein, which order shall be submitted and may be entered with no further notice or opportunity to be heard afforded to any party.

24. The foregoing notice procedures satisfy Bankruptcy Rule 9014 by providing the counterparties with notice and an opportunity to object and be heard at a hearing. *See, e.g., In re Drexel Burnham Lambert*, 160 B.R. 729, 734 (S.D.N.Y. 1993) (an opportunity to present objections satisfies due process); *In re Colorado Mountain Cellars, Inc.*, 226 B.R. 244, 246 (D. Colo. 1998) (a hearing is not required to satisfy Bankruptcy Rule 9014). Furthermore, the proposed notice procedures protect the due process rights of the parties in interest without unnecessarily exposing the Debtors' estates to unwarranted administrative expenses.

#### **Notice**

25. No trustee, examiner, or creditors' committee has been appointed in these chapter 11 cases. Pursuant to the Order Establishing Certain Notice, Case Management and Administrative Procedures entered by this Court on January 16, 2009 (the "**Case Management Order**"), the Debtors will serve notice of this Motion on each of (i) the Core Parties and (ii) the Non-ECF Service Parties (each as defined in the Case Management Order).

26. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE the Debtors respectfully request the Court (a) enter an order, substantially in the form attached hereto as Exhibit A, granting the Debtors the relief requested herein and (b) granting the Debtors such other and further relief as is just and proper.

Dated: New York, New York

January 21, 2009

By: /s/ David W. Montgomery

David W. Montgomery  
Chief Financial Officer  
Star Tribune

# **EXHIBIT A**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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<b>In re:</b>	:	
	:	
	:	<b>Chapter 11 Case No.</b>
	:	
<b>STAR TRIBUNE HOLDINGS CORPORATION, et al.,</b>	:	<b>09 -10244 (RDD)</b>
	:	
	:	<b>(Jointly Administered)</b>
	:	
<b>Debtors.</b> <sup>1</sup>	:	

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**ORDER PURSUANT TO SECTIONS 327(e) AND 328(a) OF THE  
BANKRUPTCY CODE, BANKRUPTCY RULE 2014(a) AND LOCAL RULE  
2014-1, AUTHORIZING THE EMPLOYMENT AND RETENTION OF  
JONES DAY AS SPECIAL LABOR COUNSEL FOR THE  
DEBTORS, NUNC PRO TUNC TO THE PETITION DATE**

Upon the application dated January 21, 2009 (the “**Application**”)<sup>2</sup> of Star Tribune Holdings Corporation (“**Star Tribune Holdings**”) and The Star Tribune Company (“**Star Tribune**”) and together with Star Tribune Holdings, the “**Debtors**”), pursuant to sections 327(e) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014(a) and Local Rule 2014-1, for authorization to employ and retain Jones Day (“**Jones Day**”) as special counsel to the Debtors with respect to labor issues, pursuant to the terms set forth in the Application and the Engagement Letter and upon the Declaration of Robert L. Ford, a

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<sup>1</sup> The Debtors are Star Tribune Holdings Corporation and The Star Tribune Company. The employer tax identification numbers and addresses for each of the Debtors are set forth in the Debtors’ chapter 11 petitions.

<sup>2</sup> Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to it in the Application.

partner of Jones Day, filed in support of the Application and annexed as Exhibit B thereto (the “**Ford Declaration**”); and the Court being satisfied, based on the representations made in the Application and the Ford Declaration, that Jones Day does not hold or represent any interest adverse to the Debtors or their estates with respect to the matters upon which it is to be engaged in these chapter 11 cases; and upon consideration of the Affidavit of David W. Montgomery, pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”) in Support of First Day Motions and Applications, dated as of the Petition Date; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334 and the Standing Order M-61 Referring to Bankruptcy Judges for the Southern District of New York Any and All Proceedings Under Title 11, dated July 10, 1984, (Ward, Acting C.J.); and consideration of the Application and the requested relief being a core proceeding the Bankruptcy Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application have been provided in accordance with the Case Management Order, and it appearing that no other or further notice need be provided; and the relief requested in the Application being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Application [and having held a hearing with appearances of parties in interest noted in the transcript thereof (the “**Hearing**”)]; and the Court having determined that the legal and factual bases set forth in the Application [and at the Hearing] establish just cause for the relief granted herein; and

upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is

ORDERED, that the Application is approved *nun pro tunc* to the Petition Date; and it is further

ORDERED that pursuant to sections 327(e) and 328(a) of the Bankruptcy Code, the Debtors are hereby authorized to employ and retain Jones Day as special counsel with respect to the Special Counsel Matters in the Debtors' chapter 11 cases, as contemplated by the Application and on the terms provided in the Application and the Engagement Letter, and it is further

ORDERED that Jones Day shall be compensated for its services and reimbursed for any related expenses in accordance with Jones Day's normal hourly rates and disbursement policies as set forth in the Application (as adjusted from time to time) and Jones Day's application(s) for interim and final allowance of compensation and reimbursement of expenses, the Ford Declaration and in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines and any other applicable orders of this Court; and it is further

ORDERED that Jones Day shall file fee applications for interim and final allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, any applicable Bankruptcy

Rules, the Local Rules, the U.S. Trustee Guidelines and any orders of this Court<sup>3</sup>; and it is further

ORDERED that to the extent that there may be any inconsistency between the terms of the Application and this Order, the terms of this Order shall govern; and it is further

ORDERED that the Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order; and it is further

ORDERED that this Court retains jurisdiction to hear and determine all matters arising from or related to the implementation and/or interpretation of this Order.

Dated: \_\_\_\_\_, 2009

New York, New York

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THE HONORABLE ROBERT D. DRAIN  
UNITED STATES BANKRUPTCY JUDGE

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<sup>3</sup> Contemporaneously with the filing of this Application, the Debtors have filed a motion requesting procedures by which DPW, Jones Day and other professionals will be compensated on an interim basis.

## **EXHIBIT B**

JONES DAY  
222 East 41st Street  
New York, New York 10017  
Telephone: (212) 326-3939  
Facsimile: (212) 755-7306  
Ross S. Barr

JONES DAY  
555 California Street  
26th Floor  
San Francisco, CA 94104  
Telephone: (415) 626-3939  
Facsimile: (415) 875-5700  
Robert L. Ford

Proposed Special Labor Counsel to the Debtors

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**In re:**

**STAR TRIBUNE HOLDINGS  
CORPORATION, et al.,**

**Debtors.**<sup>1</sup>

:  
:  
: **Chapter 11 Case No.**  
:  
: **09-10244 (RDD)**  
:  
: **(Jointly Administered)**  
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<sup>1</sup> The Debtors are Star Tribune Holdings Corporation and The Star Tribune Company. The employer tax identification numbers and addresses for each of the Debtors are set forth in the Debtors' chapter 11 petitions.

**DECLARATION OF ROBERT L. FORD  
IN SUPPORT OF THE APPLICATION OF THE DEBTORS,  
PURSUANT TO SECTIONS 327(e) AND 328(a) OF THE BANKRUPTCY CODE,  
BANKRUPTCY RULE 2014(a) AND LOCAL RULE 2014-1 FOR AUTHORITY  
TO EMPLOY AND RETAIN JONES DAY AS SPECIAL LABOR COUNSEL FOR  
THE DEBTORS, NUNC PRO TUNC TO THE PETITION DATE**

Pursuant to sections 327, 328 and 329 of title 11 of the United States Code (the “**Bankruptcy Code**”), rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and 28 U.S.C. § 1746, Robert L. Ford declares:

1. I am a partner of the firm of Jones Day, 555 California Street, 26th Floor, San Francisco, California 94104, and am admitted to practice law in California and Ohio and in the United States District Courts for the Central and Northern Districts of California.

2. I submit this declaration in connection with the application (the “**Application**”),<sup>2</sup> dated January 21, 2009, of the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”) for approval of the Debtors’ retention of Jones Day as special counsel with respect to labor issues in these chapter 11 cases at Jones Day’s normal hourly rates in effect from time to time and in accordance with Jones Day’s normal reimbursement policies, in compliance with sections 327(e), 328(a), 329, and 504 of the Bankruptcy Code, and to provide disclosure required under rules 2014(a) and 2106(b) of the Bankruptcy Rules.

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<sup>2</sup> Any capitalized term not otherwise defined herein has the meaning given to it in the Application.

3. The facts set forth below are based upon my personal knowledge, discussions with other Jones Day attorneys, and Jones Day's client/matter records reviewed by me or other Jones Day attorneys acting under my supervision and direction. Jones Day currently employs approximately 2,400 lawyers in 30 offices worldwide. To the extent any information disclosed herein requires amendment or modification upon Jones Day's completion of further review or as additional information becomes available to it, a supplemental declaration will be submitted to the Court reflecting such amended or modified information and served upon the U.S. Trustee.

4. The Debtors have filed the Application to retain Jones Day, effective *nunc pro tunc* to the Petition Date, (subject to this Court's approval) as special counsel to provide services, to the extent necessary and as requested by the Debtors, with respect to the Special Counsel Matters. The Debtors and Jones Day have previously entered into the Engagement Letter, a copy of which is annexed as Exhibit C to this Application.

#### **Jones Day's Qualifications**

5. Jones Day's labor and employment practice is of global renown. Jones Day attorneys have extensive and robust experience in all aspects of labor law including expertise regarding the interplay between labor law and the Bankruptcy Code. Jones Day attorneys have represented numerous clients on a broad range of labor issues for many years, including developing strategies to reduce litigation expenses, implementing arbitration programs, handling discovery, appearing as lead counsel, trying cases and arguing appeals, as well as handling arbitrations, collective bargaining and National Labor Relations Board work.

6. Furthermore, Jones Day is intimately familiar with the Debtors, their businesses and their labor relations issues. Since approximately 2000, I and other Jones Day lawyers have represented one or more of the Debtors, and/or the Debtors' predecessors in interest, on various labor-related issues. In particular, during that time, Jones Day has represented one or more of the Debtors with respect to a broad range of labor matters, including, among other matters, (a) multiple litigation matters involving unfair labor practice claims, (b) in the negotiation of labor contracts and (c) the arbitration of multiple disputes relating to the interpretation or application of the Debtors' collective bargaining agreements with certain of its Unions. As a result of its efforts, Jones Day is intimately familiar with the complex labor-related issues that have arisen and are likely to arise in connection with the Debtors' chapter 11 cases.

#### **Jones Day's "Connections"**

7. The facts below are based in part on a review of the list of certain of the creditors and other parties in interest (collectively, the "**Interested Parties**") of the Debtors, provided to Jones Day by Davis Polk & Wardwell ("**DPW**"), the Debtors' proposed general bankruptcy counsel. Such review was performed by the persons within Jones Day responsible for maintaining records of our representations, with the assistance of attorneys at Jones Day.

8. To check and clear potential conflicts of interest in these cases, as well as

to determine all “connections”<sup>3</sup> to the Debtors, their creditors, other parties in interest, their respective attorneys and accountants, the U.S. Trustee or any person employed by the U.S. Trustee, Jones Day researched its client database for the past two years to determine whether it had any relationships with the Interested Parties. Out of an abundance of caution, I am disclosing many representations, which are not, to my understanding, disqualifying or problematic under either section 327(e) of the Bankruptcy Code or applicable standards of professional ethics. To the extent that Jones Day’s research of its relationships with the Interested Parties indicates that Jones Day has represented in the past two years, or currently represents, any of these entities, the identities of these entities and such entities’ relationship to the Debtors and connection to Jones Day are set forth in Schedule 1 hereto.

9. To the best of my knowledge and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I, nor Jones Day, nor any partner or associate thereof, has any connection with the Debtors, their creditors, the U.S. Trustee or any other parties with an actual or potential interest in these chapter 11 cases or their respective attorneys or accountants, except as set forth in Schedule 1 hereto.

10. The Debtors are a large global enterprise with thousands of parties in interest. Jones Day is one of the largest law firms in the world and (a) may from time to

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<sup>3</sup> To the best of my knowledge, neither the term “connection” as used in Bankruptcy Rule 2014 nor the proper scope of a professional’s search for “connections” has been completely defined, and I am therefore required to exercise some degree of professional judgment in applying that term to the facts of which I am aware, as well as in defining the scope of how to search for such facts.

time have represented, (b) may currently represent, and (c) may in the future represent many entities that are parties in interest in these cases in matters unrelated to the Debtors.

11. Despite the efforts described above to identify and disclose connections with parties in interest in these cases, because the Debtors are a large enterprise with many creditors and other relationships, and because Jones Day is an international firm with more than 2,400 attorneys in 30 offices, Jones Day is unable to state with certainty that every client connection of Jones Day has been disclosed. In this regard, if Jones Day discovers additional information that requires disclosure based on our periodic review of potential conflicts, Jones Day will file supplemental disclosures with the Court and serve such supplemental disclosures on the U.S. Trustee.

12. Based on the foregoing and except as provided herein, to the best of my knowledge, information and belief formed after reasonable inquiry, Jones Day does not represent or hold any interest adverse to the Debtors or their estates with respect to the matters on which Jones Day seeks to be employed.

#### **Amounts Owed Jones Day at Petition Date**

13. As of the Petition Date, the Debtors owed Jones Day amounts for unbilled and billed fees and expenses incurred for services rendered by Jones Day unrelated to these bankruptcy cases, which relate primarily to the fact that Jones Day's billing system does not process expenses until approximately two months<sup>4</sup> after they are incurred.<sup>4</sup> Jones

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<sup>4</sup> In particular, Jones Day will not know the exact amount of its pre-petition expenses for approximately two months after the Petition Date due to (a) the delay between the time when internal expenses are incurred and then posted onto Jones Day's billing system and (b) the delay between the time when outside expenses are incurred, billed to Jones Day, and then posted onto Jones Day's billing system.

Day has not received payment of any of these outstanding amounts. Jones Day is therefore a pre-petition creditor of the Debtors. However, Jones Day's status as a pre-petition creditor of the Debtors should not be an impediment to its retention by the Debtors under section 327(e) of the Bankruptcy Code. Additionally, because Jones Day is not serving as the Debtors' bankruptcy counsel, Jones Day does not believe that it has rendered "services . . . in contemplation of, or in connection with the case" within the meaning of section 329(a) of the Bankruptcy Code.

#### **Jones Day's Rates and Billing Practices**

14. Jones Day has not received any promises as to payment or compensation in connection with these chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules for the Southern District of New York (the "**Local Rules**"), and any guidelines established by the Office of the United States Trustee (the "**U.S. Trustee Guidelines**"), and as disclosed herein.

15. The Debtors understand that in connection with the reimbursement of reasonable and necessary out-of-pocket expenses, it is Jones Day's policy to charge its clients in all areas of practice for expenses incurred in connection with a client's matter. The expenses charged to clients include, among other things, photocopying, witness fees, travel and lodging expenses, vendor charges, certain secretarial and other overtime expenses, filing and recording fees, long distance and other telephone charges, postage, express mail and messenger charges, computerized legal research charges and other computer services, expenses for "working meals" and telecopier charges. Jones Day will

charge the Debtors for these expenses in a manner and at rates consistent with charges generally made to its other clients. Jones Day will provide further details about its policies regarding reimbursement of reasonable and necessary out-of-pocket expenses in its application(s) for allowance of compensation and reimbursement of expenses.

16. Pursuant to Bankruptcy Code section 329(a), Jones Day discloses that during the one-year period before the Petition Date, Jones Day received from the Debtors a total of approximately \$472,000 for services rendered, and costs and expenses incurred, in representing the Debtors.

17. Jones Day recognizes that all fees and expenses incurred during these chapter 11 cases will, except as may otherwise be ordered by the Court, be subject to approval of the Court upon proper application by Jones Day in accordance with sections 330 and 331 of the Bankruptcy Code, Bankruptcy Rule 2016(a), the U.S. Trustee Guidelines and any other applicable requirements.<sup>5</sup> To the extent that Jones Day had in place prior to the Petition Date any special fee arrangement with respect to any Special Counsel Matter, that arrangement will remain in place for that matter.

18. The Jones Day attorneys expected to be most active in the Debtors' chapter 11 cases and their respective hourly rates include<sup>6</sup>:

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<sup>5</sup> Contemporaneously with the filing of this Application, the Debtors have filed a motion requesting procedures by which DPW, Jones Day and other professionals will be compensated on an interim basis.

<sup>6</sup> Such hourly rates may change from time to time in accordance with Jones Day's customary billing practices and procedures.



20. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this declaration was executed on January 21, 2009.

/s/ Robert L. Ford

Declarant: Robert L. Ford

Title: Partner, Jones Day

## SCHEDULE 1

### STAR TRIBUNE HOLDINGS CORPORATION, *ET AL.*

#### SCHEDULE OF INTERESTED PARTIES THAT CURRENTLY EMPLOY OR HAVE FORMERLY EMPLOYED JONES DAY IN MATTERS UNRELATED TO THE DEBTORS OR THEIR CHAPTER 11 CASES

INTERESTED PARTY	RELATIONSHIP TO THE DEBTORS	CLIENTS AND THEIR AFFILIATES
<b>PARTIES IN INTEREST (OR AFFILIATED ENTITIES) WHO ARE CURRENT CLIENTS OR WERE CLIENTS WITHIN THE LAST TWO YEARS<sup>1</sup></b>		
3M Direct Response	Vendor	<ul style="list-style-type: none"><li>• Parent company <b><i>3M</i></b> and affiliate company <b><i>3M France</i></b> are current clients.</li></ul>
Ace American Insurance Company	Insurance-Related Party	<ul style="list-style-type: none"><li>• Ace American Insurance Company is a stockholder of current client <b><i>International Automotive Components Group LLC</i></b>;</li><li>• Related entity Montgomery Ward, Trustee In Care of Ace Insurance Company is a former client (closed 2007); and</li><li>• <i>See also</i> entry below for ESIS, Inc. regarding related disclosure.</li></ul>
AGFA Corporation	Vendor	<ul style="list-style-type: none"><li>• AGFA Corporation is a former client (closed 2007); and</li><li>• Affiliate company <b><i>AGFA Graphics</i></b> is a current client.</li></ul>
Alvarez & Marsal LLC	Outside Professional and Vendor	<ul style="list-style-type: none"><li>• Affiliate companies <b><i>Alvarez &amp; Marsal Holdings LLC</i></b>, <b><i>Alvarez &amp; Marsal Development LLC</i></b> and <b><i>Alvarez &amp; Marsal Asia Limited</i></b> are current clients.</li></ul>

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<sup>1</sup> The names of current clients of Jones Day appear in bold and italics. The disclosure of stockholder interests or other affiliate relationships among potentially related entities reflects only information known to Jones Day through its conflict reporting system. Jones Day has not performed independent research to identify all stockholder interests or other affiliate relationships with respect to interested parties. Moreover, Jones Day has not disclosed representations of trade associations and similar industry or special interest organizations in which interested parties are members.

<p><b>Angelo Gordon &amp; Co., L.P.</b> and affiliated entities:</p> <p>a. Foxhill Mac Limited;  b. Northwoods Capital IV Ltd.;  c. Northwoods Capital V Ltd.;  d. Northwoods Capital VI Ltd.;  e. Northwoods Capital VII Ltd.; and  f. Northwoods Capital VIII Ltd.</p>	<p>First Lien Secured Lenders</p>	<ul style="list-style-type: none"> <li>• <b>Angelo Gordon &amp; Co., L.P.</b> is a current client.</li> </ul>
<p>AON Risk Services Inc. of Minnesota</p>	<p>Vendor</p>	<ul style="list-style-type: none"> <li>• Affiliate company <b>AON Conseil &amp; Courtage SA</b> is a current client.</li> </ul>
<p><b>Aramark Corporation</b></p>	<p>Vendor</p>	<ul style="list-style-type: none"> <li>• <b>Aramark Corporation</b> is a current client.</li> </ul>
<p>The Associated Press</p>	<p>Vendor</p>	<ul style="list-style-type: none"> <li>• The Associated Press is a former client (closed 2007).</li> </ul>
<p><b>The Bank of New York</b></p>	<p>Trustee</p>	<ul style="list-style-type: none"> <li>• <b>The Bank of New York</b> is a current client;</li> <li>• Parent company The Bank of New York Mellon Corporation, the successor in interest following the merger of former parent company The Bank of New York, Co. Inc. and current client <b>Mellon Financial Corporation</b>, is: (a) a member of current client <b>Allegheny Health Education Research Foundation (AHERF) Creditors' Committee</b>; and (b) a stockholder of current client <b>FLYi, Inc.</b>;</li> <li>• Affiliate company Alcentra is affiliated with current client <b>Ad Hoc Committee of Autodis Mezzanine Bondholders</b>; and</li> <li>• Affiliate company <b>Fursa Alternative Strategies LLC</b> (f/k/a Mellon HBV Alternative Strategies LLC) is a current client.</li> </ul>

Blackstone Advisory Services, L.P.	Outside Professional and Vendor	<ul style="list-style-type: none"> <li>• Parent company <b>The Blackstone Group</b> is: (a) a current client; (b) affiliated with current client <b>WHM LLC</b>; (c) affiliated with former clients Celanese AG and Alcor Acquisition LLC (both closed 2007); (d) a participant in a joint venture with current client <b>Koch Industries, Inc.</b>; and (e) a stockholder of current client <b>HealthMarkets, Inc.</b>;</li> <li>• Affiliate companies <b>Catalent Pharma Solutions, Inc.</b> and <b>Travelport, Inc.</b> are current clients;</li> <li>• Affiliate company Blackport Capital Fund, Ltd. is a member of current client <b>Ad Hoc Committee of Bondholders of Caraustar Industries, Inc.</b>; and</li> <li>• Affiliate company LQ Management LLC is a former client (closed 2008).</li> </ul>
Centerbridge and affiliated entity CCP Acquisition Holdings LLC	First Lien Secured Lenders	<ul style="list-style-type: none"> <li>• Affiliated company Centerbridge Partners, L.P. is a former client (closed 2008).</li> </ul>
<b>Centerpoint Energy, Inc.</b>	Vendor	<ul style="list-style-type: none"> <li>• <b>Centerpoint Energy, Inc.</b> is a current client; and</li> <li>• Affiliate company Centerpoint Energy Southeastern Pipeline Holding LLC is a member of former client Southeast Supply Header LLC (closed 2008).</li> </ul>
CIT Group and affiliated entity CIT Group/Equipment Financing, Inc.; and  CIT Technology Financing Services, Inc.	First Lien Secured Lenders  Other Lessor  and  Vendor	<ul style="list-style-type: none"> <li>• CIT Group/Equipment Financing, Inc. is a former client (closed 2007); and</li> <li>• Affiliate companies <b>CIT Developments Limited</b>, <b>CIT Europe Limited</b> and <b>CIT Group/Business Credit</b> are current clients.</li> </ul>

<p>Citibank Global Asset Management and affiliated entity Atlantis Funding Ltd.; and</p> <p>Citibank International Plc and affiliated entity Citigroup Financial Products, Inc.</p>	<p>First Lien Secured Lenders</p>	<ul style="list-style-type: none"> <li>• Citigroup Financial Products, Inc. is: (a) a stockholder of current client <b>International Automotive Components Group, Inc.</b>; and (b) a former affiliated entity of former client First United Asset Management Co., Ltd. (closed 2007);</li> <li>• Parent company <b>Citigroup, Inc.</b> is: (a) a current client; and (b) the employer of an individual who is a current Jones Day client (opened 2009);</li> <li>• Affiliate companies <b>Citigroup Global Markets Asia Limited, Citigroup Global Markets Limited, Honma Golf Co., Ltd.</b> and <b>TST George V SARL</b> are current clients;</li> <li>• Affiliate company National Benefit Life Insurance is a member of current client <b>Ad Hoc Committee of Thomson S.A. Noteholders</b>;</li> <li>• Affiliate company Citicorp Venture Capital is a former stockholder of former client Hancor Holding Corporation (closed 2008); and</li> <li>• Affiliate company Nikko Cordial Corporation is a former client (closed 2008).</li> </ul>
<p><b>Classified Ventures, Inc.</b></p>	<p>Vendor</p>	<ul style="list-style-type: none"> <li>• <b>Classified Ventures, Inc.</b> is a current client; and</li> <li>• <i>See also</i> entries below for Gannett Offset Print Group; Gannett Satellite Information Network, Inc. and <b>McClatchy Company, Inc.</b> and affiliated entities regarding related disclosure.</li> </ul>
<p>Clear Channel Broadcasting, Inc.; and Clear Channel Outdoor Ltd.</p>	<p>Vendors</p>	<ul style="list-style-type: none"> <li>• Affiliate company <b>Clear Channel Communications, Inc.</b> is a current client; and</li> <li>• An entity named Clear Channel is a participant in a joint venture with current client <b>CBS Corporation</b>.</li> </ul>

<p><b><i>Credit Suisse (a/k/a CS First Boston, Inc.)</i></b></p> <p>Credit Suisse Candlewood Special;</p> <p>Credit Suisse Loan Funding LLC and affiliated entities:</p> <p>a. CS; and b. CS Capital LLC (BDL)</p>	<p>Vendor;</p> <p>Issuer and Beneficiary of Outstanding Letter of Credit;</p> <p>and</p> <p>First and Second Lien Secured Lender</p> <p>First Lien Secured Lender</p> <p>First and Second Lien Lenders</p>	<ul style="list-style-type: none"> <li>• <b><i>Credit Suisse (a/k/a CS First Boston, Inc.)</i></b> is a current client;</li> <li>• Parent company Credit Suisse Group AG is: (a) a partner of current client <b><i>Meadowlands Xanadu</i></b>; and (b) a stockholder of current client <b><i>Performance Transportation Services, Inc.</i></b>;</li> <li>• Affiliate companies Credit Suisse Global Private Real Estate and Credit Suisse Guernsey Branch are limited partners of current client <b><i>Limited Partner Group of New City Asia Partners</i></b>;</li> <li>• Affiliate company Credit Suisse Securities is a stockholder of current client <b><i>International Automotive Components Group, Inc.</i></b>; and</li> <li>• Affiliate companies <b><i>Credit Suisse Securities (Europe) Limited, Credit Suisse (Hong Kong) Limited</i></b> and <b><i>Select Portfolio Servicing, Inc.</i></b> are current clients.</li> </ul>
<p>Davidson Kempner Partners (n/k/a <b><i>Davidson Kempner Capital Management, LLC</i></b>) and affiliated entity DK Acquisition Partners, L.P.</p>	<p>First and Second Lien Secured Lenders</p>	<ul style="list-style-type: none"> <li>• Davidson Kempner Partners, now known as <b><i>Davidson Kempner Capital Management LLC</i></b> and affiliate company <b><i>Davidson Kempner European Partners LLP</i></b> are current clients.</li> </ul>
<p><b><i>Davis, Polk, &amp; Wardwell</i></b></p>	<p>Outside Professional and Vendor</p>	<ul style="list-style-type: none"> <li>• <b><i>Davis, Polk &amp; Wardwell</i></b> is a current client.</li> </ul>
<p>Dell Computer (n/k/a <b><i>Dell, Inc.</i></b>)</p>	<p>Vendor</p>	<ul style="list-style-type: none"> <li>• Dell Computer is now known as current client <b><i>Dell, Inc.</i></b></li> </ul>
<p>Delta Dental of Minnesota</p>	<p>Vendor</p>	<ul style="list-style-type: none"> <li>• Affiliated company <b><i>Delta Dental of California</i></b> is a current client.</li> </ul>

<p><b>Deutsche Bank AG</b></p> <p><b>Deutsche Bank Trust Company Americas</b></p> <p><b>Deutsche Bank AG (London Branch)</b></p>	<p>First and Second Lien Secured Lender</p> <p>First Lien Secured Lender</p> <p>Second Lien Secured Lender</p>	<ul style="list-style-type: none"> <li>• Parent company <b>Deutsche Bank AG</b> is: (a) a current client; (b) the parent of Pyramid Ventures, a minority interest owner of current client <b>Geobiotics LLC</b>; (c) a member of former client Ad Hoc Committee of Geo Specialty Chemicals, Inc. (closed 2008); (d) a participant in a joint venture with current client <b>Orix Corporation</b>; (e) a stockholder of current client <b>WHX Corporation</b>; (f) the former parent of Deutsche Bank Venture Capital, a major stockholder of current client <b>Timebase Pty Limited</b>; (g) the ultimate parent of former client DB Trust Company Limited Japan (closed 2007); and (h) the employer of an individual who is a former Jones Day client (closed 2008);</li> <li>• <b>Deutsche Bank Trust Company Americas</b> is: (a) a current client; and (b) a stockholder of current client <b>International Automotive Components Group LLC</b>;</li> <li>• Affiliate company <b>Deutsche Bank AG, London Branch</b> is: (a) a current client; and (b) a minority interest owner of current client <b>Deutsche Software Limited</b>;</li> <li>• Affiliate company <b>Deutsche Bank AG, Hong Kong Branch</b> is a current client and a co-client with current client <b>DB Trustees (Hong Kong) Limited</b>;</li> <li>• Affiliate companies <b>Deutsche Bank, New York Branch, Deutsche Bank International (Asia) Limited, Deutsche Bank AG, Taipei Branch</b> and <b>Ald Autoleasing D GmbH</b> are current clients;</li> <li>• Affiliate company DB Capital Partners is a former stockholder of former client Redfern Photonics Pty Ltd. (closed 2007); and</li> <li>• Affiliate companies Deutsche Bank Capital Markets (closed 2007) and Deutsche Equities India Pvt. Ltd. (closed 2008) are former clients.</li> </ul>
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<p>Eaton Vance Management, Inc. and affiliated entities:</p> <p>a. Eaton Vance CDO X;  b. Eaton Vance Credit Opportunities Fund;</p> <p>c. Eaton Vance Institutional Senior Floating Rate Fund;  d. Eaton Vance Variable Leveraged Fund;  e. Eaton Vance VT Floating Rate Income Fund;  f. Grayson &amp; Co.;  g. Senior Debt Portfolio; and</p> <p>h. Eaton Vance CDO VII Ltd.</p>	<p>First and Second Lien Secured Lenders</p> <p>First Lien Secured Lenders</p> <p>Second Lien Secured Lender</p>	<ul style="list-style-type: none"> <li>Affiliated entity <b><i>South Asia Portfolio</i></b> is a current client.</li> </ul>
<p>ESIS, Inc.</p>	<p>Vendor</p>	<ul style="list-style-type: none"> <li>Affiliate company Ace Insurance is affiliated with former client Montgomery Ward Trustee in Care of Ace Insurance Company (closed 2007); and</li> <li><i>See also</i> entry above for Ace American Insurance Company regarding related disclosure.</li> </ul>
<p>Federal Insurance Company (Chubb)</p>	<p>Insurance-Related Party</p>	<ul style="list-style-type: none"> <li>Federal Insurance Company is a stockholder of current client <b><i>International Automotive Components Group, Inc.</i></b></li> </ul>
<p>Fidelity Investments</p>	<p>Trustee</p>	<ul style="list-style-type: none"> <li>Fidelity Investments is a stockholder of former client Witel Communications Group, Inc. (closed 2008);</li> <li>Parent company FMR Corporation is: (a) a stockholder of current client <b><i>BJ Services Company USA</i></b>; and (b) along with affiliate companies Fidelity Management &amp; Research Company and Fidelity Management Trust, a stockholder of current client <b><i>Harman International Industries, Incorporated</i></b>; and</li> <li>Affiliate companies <b><i>Fidelity Investments Money Management, Inc.</i></b> and <b><i>Fidelity Equity Partners</i></b> are current clients.</li> </ul>
<p>Fireman’s Fund Insurance</p>	<p>Insurance-Related Party</p>	<ul style="list-style-type: none"> <li>Fireman’s Fund Insurance Company is a stockholder of current client <b><i>Magnequench International, Inc.</i></b></li> </ul>
<p>Foley &amp; Lardner LLP</p>	<p>Outside Professional</p>	<ul style="list-style-type: none"> <li>Foley &amp; Lardner LLP is a former client (closed 2007).</li> </ul>

<i>FTI Consulting, Inc.</i>	Vendor and Outside Professional	<ul style="list-style-type: none"> <li>• <i>FTI Consulting, Inc.</i> is a current client.</li> </ul>
Fujifilm Graphic Systems USA, Inc.	Vendor	<ul style="list-style-type: none"> <li>• Affiliate company Fujifilm Medical Systems USA, Inc. is a former client (closed 2007).</li> </ul>
Gallagher Bassett Services, Inc.	Vendor	<ul style="list-style-type: none"> <li>• Parent company <i>Arthur J. Gallagher &amp; Co.</i> and affiliate company <i>Arthur J. Gallagher (UK) Ltd.</i> are current clients.</li> </ul>
Gannett Offset Print Group Gannett Satellite Information Network, Inc.	Vendor Circulation Contract	<ul style="list-style-type: none"> <li>• Parent company Gannett Company, Inc. is: (a) a former client (closed 2008); (b) a partner in current clients <i>Careerbuilder LLC</i> and <i>Classified Ventures LLC</i>; and (c) a participant in a joint venture with current client <i>Tribune Company</i>; and</li> <li>• <i>See also</i> entry above for <i>Classified Ventures, Inc.</i> and entry below for <i>The McClatchy Company, Inc.</i> and affiliated entities regarding related disclosure.</li> </ul>

<p>General Electric Investment Corporation; and affiliated company General Electric Capital Corporation</p>	<p>First Lien Secured Lenders</p>	<ul style="list-style-type: none"> <li>• General Electric Capital Corporation is a member of current client <i>Ad Hoc Committee of Lenders to Euramax</i>;</li> <li>• Parent company <i>General Electric Co., Inc.</i> is: (a) a current client; (b) the employer of an individual who is a current Jones Day client (opened 2008); and (c) a participant in a joint venture with former client NVC Industrial Development Co. Ltd. (closed 2008);</li> <li>• Affiliate company <i>Genworth Mortgage Insurance Corporation</i> is a current client;</li> <li>• Affiliate company GE Supply is the employer of two individuals who are former Jones Day clients (both closed 2007); and</li> <li>• Affiliate company GE Equity is an investor in former client Redfern Photonics Pty Ltd. (closed 2007).</li> </ul>
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<p>Goldman Sachs Asset Management and affiliated entity Goldman Sachs Credit Partners; and</p> <p>Goldman Sachs Asset Management CLO Plc Partners, L.P.</p>	<p>First and Second Lien Secured Lenders</p> <p>First Lien Secured Lender</p>	<ul style="list-style-type: none"> <li>• Parent company Goldman Sachs Group, Inc. is: (a) a stockholder of current client <b>Healthmarkets, Inc.</b>; (b) a participant in a joint venture that has an ownership interest in current client <b>Goldman Sachs Gao Hua Securities Company Ltd.</b>; and (c) an investor in current client <b>Sun Edison LLC</b>;</li> <li>• Affiliate company <b>Goldman Sachs &amp; Co.</b> is: (a) a current client; and (b) a stockholder of current clients <b>Osyka Corporation</b> and <b>International Automotive Components Group, Inc.</b>;</li> <li>• Affiliate company <b>Goldman Sachs International</b> is a current client;</li> <li>• Affiliate company <b>Goldman Sachs (Singapore) Pte.</b> is a current client and co-client with current client <b>Kotak Mahindra Capital Company</b>;</li> <li>• Affiliate company Goldman Sachs Capital Partners is: (a) a co-owner of current client <b>Education Management Corporation</b>; and (b) a participant in a joint venture that owns current client <b>Cooper Standard Automotive Group</b>;</li> <li>• Affiliate company GS Capital Partners VI Fund, L.P. is affiliated with current client <b>Alltel Corporation</b>;</li> <li>• Affiliate company Goldman Sachs Credit Partners, L.P. is: (a) a former client (closed 2007); and (b) a member of current client <b>Service Net Solutions Ad Hoc Committee</b>;</li> <li>• Affiliate company Fujita Corporation is a participant in a joint venture with current client <b>Chun Wo (China) Limited</b>; and</li> <li>• Affiliate company J. Aron &amp; Company U.K. is a former client (closed 2008).</li> </ul>
<p><b>Gomez, Inc.</b></p>	<p>Service Provider</p>	<ul style="list-style-type: none"> <li>• <b>Gomez, Inc.</b> is a current client.</li> </ul>

GSO Capital and affiliated company GSO Domestic Capital Funding	First Lien Secured Lenders	<ul style="list-style-type: none"> <li>• Parent company <b>The Blackstone Group</b> is: (a) a current client; (b) a stockholder of current client <b>Healthmarkets, Inc.</b>; (c) a participant in a joint venture with current client <b>Koch Industries, Inc.</b>; and (d) affiliated with former clients Celanese AG and Alcor Acquisitions LLC (both closed 2007);</li> <li>• Affiliate companies <b>Travelport, Inc.</b> and <b>Catalent Pharma Solutions, Inc.</b> are current clients;</li> <li>• Affiliate company Blackstone Real Estate Advisors is affiliated with current client <b>WHM LLC</b>;</li> <li>• Affiliate company Blackport Capital Fund, Ltd. is a member of current client <b>Ad Hoc Committee of Bondholders of Caraustar Industries, Inc.</b>;</li> <li>• Affiliated entity GSO Credit Opportunities Fund is affiliated with former client Southfield Partners LLC (closed 2007); and</li> <li>• Affiliate company LQ Management LLC is a former client (closed 2008).</li> </ul>
Harbert Distressed Investments and affiliated company Harbinger Capital Partners SPE	First Lien Secured Lenders	<ul style="list-style-type: none"> <li>• Affiliated entities Harbinger Capital Partners Special Situations Fund and Harbinger Capital Partners Master Fund I are stockholders of current client <b>PLVTZ, Inc.</b></li> </ul>
HK Systems, Inc.	Vendor	<ul style="list-style-type: none"> <li>• HK Systems, Inc. is an affiliated entity of former client Laidlaw International, Inc. (closed 2007).</li> </ul>
<b>Houlihan, Lokey, Howard &amp; Zukin</b>	Vendor and Outside Professional	<ul style="list-style-type: none"> <li>• <b>Houlihan, Lokey, Howard &amp; Zukin</b> is: (a) a current client; and (b) an investor in current client <b>Infrastructure Holdings</b>; and</li> <li>• Parent company <b>Orix Corporation</b> is a current client.</li> </ul>
Ikon Financial Services Ikon Office Solutions, Inc.	Other Lessor Vendor	<ul style="list-style-type: none"> <li>• Parent company <b>Ricoh Corporation</b> is a current client.</li> </ul>
Iron Mountain, Inc.	Vendor	<ul style="list-style-type: none"> <li>• Iron Mountain, Inc. is a former client (closed 2007).</li> </ul>

<p>John Hancock Advisor and related entities:</p> <p>a. JHF II High Income Fund;  b. JHT High Income Trust; and  c. John Hancock High Yield Fund</p>	<p>First Lien Secured Lenders</p>	<ul style="list-style-type: none"> <li>• Affiliate company Manulife (International) Limited is a former client (closed 2007).</li> </ul>
<p>JPMorgan Chase and affiliated entity Southern Ute Permanent Fund</p>	<p>First Lien Secured Lenders</p>	<ul style="list-style-type: none"> <li>• <b>JPMorgan Chase Bank, N.A.</b> is: (a) a current client; and (b) a participant in a joint venture with current client <b>Anchor Capital Investment LLC</b>;</li> <li>• Parent company <b>JPMorgan Chase, National Association</b> is: (a) a current client; and (b) a minority shareholder of current client <b>Geobiotics LLC</b>;</li> <li>• Affiliate companies <b>JPMorgan Cazenove, JPMorgan Plc, One Equity Partners II, L.P.</b> and <b>JPMorgan Securities Limited</b> are current clients;</li> <li>• Affiliate company <b>Bear Stearns &amp; Co., Inc.</b> is: (a) a current client; and (b) a stockholder of current client <b>International Automotive Components Group, Inc.</b>;</li> <li>• Affiliate company JPMorgan Europe is a member of current client <b>Ad Hoc Committee of Autodis Mezzanine Bondholders</b>;</li> <li>• Affiliate company JPMorgan Capital is a stockholder of former client NexPak Corporation (closed 2008); and</li> <li>• Affiliate companies JPMorgan Partners Asia (closed 2007); and JPMorgan Australia Securities Ltd., Chase Bank of Texas, N.A. and Washington Mutual Bank, F.A. (all closed 2008) are former clients.</li> </ul>
<p>Kekst and Company, Inc.</p>	<p>Outside Professional</p>	<ul style="list-style-type: none"> <li>• Parent company Publicis Groupe S.A. is a participant in a joint venture with current client <b>Simon Property Group, Inc.</b>; and</li> <li>• Affiliate companies <b>Publicis Asia Pacific Pte Ltd., MMS Communications K.K.</b> and <b>Saatchi &amp; Saatchi Great Wall International Exhibit Ltd.</b> are current clients.</li> </ul>
<p>King Features Syndicate</p>	<p>Vendor</p>	<ul style="list-style-type: none"> <li>• Parent company <b>The Hearst Corporation</b> is a current client; and</li> <li>• Affiliate company Hearst Communications, Inc. is a former client (closed 2008).</li> </ul>
<p>Latham &amp; Watkins LLP</p>	<p>Vendor and Outside Professional</p>	<ul style="list-style-type: none"> <li>• Latham &amp; Watkins is a former client (closed 2007).</li> </ul>

<b>Lazard Freres &amp; Co. LLC</b>	Vendor and Outside Professional	<ul style="list-style-type: none"> <li>• <b>Lazard Freres &amp; Co. LLC</b> is: (a) a current client; and (b) a stockholder of current client <b>Kaiser Aluminum Corporation &amp; Kaiser Aluminum and Chemical Corporation</b>.</li> </ul>
<b>Lehman Brothers, Inc.</b> and affiliated company Lehman Commercial Paper, Inc.	First Lien Secured Lenders	<ul style="list-style-type: none"> <li>• <b>Lehman Brothers, Inc.</b> is: (a) a current client; and (b) a co-client with current client <b>CS First Boston, Inc.</b>;</li> <li>• Parent company <b>Lehman Brothers Holdings, Inc.</b> is a current client;</li> <li>• Affiliate company Lehman Brothers Merchant Bank is affiliated with LB Marble Acquisition LLC, a stockholder of current client <b>RSI Holding Corporation</b>; and</li> <li>• Affiliate company Lehman Brothers Opportunity Holdings, Inc. is affiliated with former client First United Asset Management Co., Ltd. (closed 2007).</li> </ul>
Liberty Life Assurance Company	Vendor	<ul style="list-style-type: none"> <li>• Affiliate company Liberty Mutual Investment Advisors LLC is a limited partner of current client <b>Limited Partner Group of New City Asia Partners</b>.</li> </ul>
Macy's North, Inc.	Vendor	<ul style="list-style-type: none"> <li>• Parent company <b>Macy's, Inc.</b> is a current client; and</li> <li>• Affiliate companies <b>Macy's West, Inc.</b> and <b>Macy's Department Stores, Inc.</b> are co-clients with current client <b>R. J. Reynolds Tobacco Company</b>.</li> </ul>
<b>Manpower, Inc.</b>	Vendor	<ul style="list-style-type: none"> <li>• <b>Manpower, Inc.</b> is a current client.</li> </ul>
<b>The McClatchy Company</b> ; and McClatchy Interactive  McClatchy Interactive (for DART for Publishers/Sales Manager)	Vendors  Service Provider	<ul style="list-style-type: none"> <li>• <b>The McClatchy Company</b> is: (a) a current client; (b) a partner of current client <b>Classified Ventures LLC</b>; and (c) a participant in a joint venture with current client <b>Tribune Company</b>;</li> <li>• Affiliate companies <b>Tacoma News Tribune, The Sacramento Bee, The Fresno Bee, The Modesto Bee</b> and <b>Minneapolis Star Tribune</b> are current clients; and</li> <li>• See also entries above for <b>Classified Ventures, Inc.</b> and Gannett Offset Print Group; Gannett Satellite Information Network, Inc. regarding related disclosure.</li> </ul>

<p>McDonnell Investment Management LLC and affiliated entities:</p> <p>a. Gannett Peak CLO I Ltd.;</p> <p>b. McDonnell Loan Opportunity Ltd.;</p> <p>c. Wind River CLO I Ltd.; and</p> <p>d. Wind River CLO II Tate Investors</p>	<p>First Lien Secured Lenders</p>	<ul style="list-style-type: none"> <li>• Affiliate company McDonnell Loan Opportunity Ltd. is a stockholder of current client <b><i>International Automotive Components Group, Inc.</i></b></li> </ul>
<p>Merrill Lynch – Broker Dealer and affiliated company Belmont Funding LLC</p>	<p>First Lien Secured Lenders</p>	<ul style="list-style-type: none"> <li>• New parent company <b><i>Bank of America Corporation</i></b> is: (a) a current client; and (b) a stockholder of current client <b><i>Giant Industries, Inc.</i></b>;</li> <li>• Affiliate companies <b><i>DSP Merrill Lynch Limited, Merrill Lynch Asia Pacific Ltd., Merrill Lynch International</i></b> and <b><i>Merrill Lynch Europe Plc</i></b> are current clients;</li> <li>• Affiliate company <b><i>Merrill Lynch &amp; Co.</i></b> is: (a) a current client; (b) a co-client with current client <b><i>CS First Boston, Inc.</i></b>; and (c) the employer of four individuals who are former Jones Day clients (all closed 2008);</li> <li>• Affiliate company Merrill Lynch Credit Products LLC is a member of current client <b><i>Bi-Lo Ad Hoc Committee</i></b>;</li> <li>• Affiliate company Merrill Lynch Pierce Fenner &amp; Smith is the principal employer of two individuals who are current Jones Day clients (both opened 2007);</li> <li>• Affiliate company Banc of America Securities LLC is: (a) a current or former member of current client <b><i>Murray Energy Ad Hoc Committee</i></b>; and (b) a stockholder of current client <b><i>International Automotive Components Group, Inc.</i></b>; and</li> <li>• Affiliate companies Merrill Lynch International (Australia) Limited and BA Capital Advisors Limited are former clients (both closed 2007).</li> </ul>

<p><b><i>MJX Asset Management</i></b> and affiliated entities:</p> <p>a. Venture VII CDO Ltd.; and b. Venture VIII CDO Ltd.</p>	<p>First Lien Secured Lenders</p>	<ul style="list-style-type: none"> <li>• <b><i>MJX Asset Management</i></b> is a current client.</li> </ul>
<p>National Union Fire Insurance Company of Pittsburgh</p>	<p>Party to Significant Litigation with the Debtors; Insurance-Related Party; and Issuer and Beneficiary of Outstanding Letter of Credit</p>	<ul style="list-style-type: none"> <li>• Parent company American International Group, Inc. (AIG) is: (a) the parent of Sun America, the employer of an individual who is a current Jones Day client;</li> <li>• Affiliate company AIG Life Insurance Company is a participant in a joint venture with former client Carter &amp; Associates LLC (closed 2008);</li> <li>• Affiliate companies <b><i>AIG Consumer Finance Group</i></b> and <b><i>A. I. Credit Consumer Discount Company</i></b> are current clients;</li> <li>• Affiliate company AIG Annuity Insurance Company is a member of current client <b><i>Ad Hoc Committee of Thomson S.A. Noteholders</i></b>;</li> <li>• Affiliate companies AIG Global Real Estate Investment Corporation and AIG European Real Estate Partners are affiliated with current client <b><i>Agimarques Troyes SARL</i></b>; and</li> <li>• Affiliate companies AIG Global Investment Group and AIG Private Bank, Ltd. are former clients (both closed 2007).</li> </ul>
<p>New York Times Sales, Inc.</p>	<p>Circulation Contract</p>	<ul style="list-style-type: none"> <li>• Affiliate company International Herald Tribune S.A. is a former client (closed 2007).</li> </ul>
<p>Office Depot, Inc.</p>	<p>Vendor</p>	<ul style="list-style-type: none"> <li>• Office Depot, Inc. is the employer of an individual who is a current Jones Day client (opened 2008).</li> </ul>

<p>Oppenheimer &amp; Co. (New York) and affiliated entities:</p> <p>a. Harbourview CLO 2006-1; b. Oppenheimer Master Loan Fund Ltd.; and c. Oppenheimer Senior Floating Rate</p>	<p>First Lien Secured Lenders</p>	<ul style="list-style-type: none"> <li>Parent company Oppenheimer &amp; Co., Inc. is a former client (closed 2007).</li> </ul>
<p>Orion Management Consulting LLC</p>	<p>Vendor and Outside Professional</p>	<ul style="list-style-type: none"> <li>Affiliate company <b>Orion Capital Managers, L.P.</b> is: (a) a current client; (b) affiliated with an individual who is a current Jones Day client (opened 2007); and (c) affiliated with an individual who is a former Jones Day client (closed 2008); and</li> <li>Affiliate company <b>Orion Capital Managers (France)</b> is a current client.</li> </ul>
<p>Pequot Capital and affiliated entity Pequot Special Opportunities</p>	<p>First and Second Lien Secured Lenders</p>	<ul style="list-style-type: none"> <li>Affiliate company <b>Pequot Capital Management, Inc.</b> is a current client.</li> </ul>
<p>R. Donnelley, Inc. c/o JPMorgan Chase (name given)</p>	<p>Vendor</p>	<ul style="list-style-type: none"> <li>To the extent it is the named party in interest, <b>R.R. Donnelley &amp; Sons Company</b> is a current client; and</li> <li>See also entry above for <b>JPMorgan Chase Bank, N.A.</b> regarding disclosure related to JPMorgan Chase.</li> </ul>
<p>Rabobank Portfolio Management and affiliated entities:</p> <p>a. Veritas CLO I Ltd.; and b. Veritas CLO II Ltd.</p>	<p>Second Lien Secured Lenders</p>	<ul style="list-style-type: none"> <li><b>Rabobank</b> and affiliate company <b>De Lage Landen International B.V. Sucursal En Espana</b> are current clients; and</li> <li>Ultimate parent company Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A. (closed 2007) and affiliate company Robeco USA LLC (closed 2008) are former clients.</li> </ul>
<p>Reliastar Life Insurance Company</p>	<p>Vendor</p>	<ul style="list-style-type: none"> <li>Reliastar Life Insurance Company and affiliate company ING Life Insurance and Annuity Company are members of current client <b>Ad Hoc Committee of Thomson S.A. Noteholders</b>;</li> <li>Affiliate companies <b>ING Real Estate Southern Europe S.L.U.</b>, <b>ING Real Estate Finance S.E. EFC SA Milan Branch</b>, <b>ING Bank N.V.</b>, <b>ING Real Estate Entertainment Fund</b>, <b>ING Barings</b>, <b>ING Baring (US) Securitie</b>, <b>ING Real Estate Development International BV</b> and <b>ING Belgium S.A.</b> are current clients;</li> <li>Affiliate company ING FSI North America is the employer of an individual who is a current Jones Day client; and</li> <li>Affiliate company ING Real Estate Finance (Espana) EFC, S.A. is a former client (closed 2007).</li> </ul>

<p><i>The Royal Bank of Scotland Plc</i></p>	<p>Second Lien Secured Lender</p>	<ul style="list-style-type: none"> <li>• <i>The Royal Bank of Scotland Plc</i> is: (a) a current client; and (b) a participant in a joint venture with current client <i>Miller Developments Limited</i>;</li> <li>• Parent company <i>The Royal Bank of Scotland Group Plc</i> and affiliate companies <i>Royal Bank of Scotland Invoice Discount Ltd.</i>, <i>Eurosales Finance</i>, <i>Citizens Financial Group, Inc.</i> and <i>RBS Invoice Finance Limited</i> are current clients;</li> <li>• Affiliate company Royal Bank Development Capital Limited is a stockholder of current client <i>Vista Capital De Expansion, S.A. S.G.E.C.R.</i>;</li> <li>• Affiliate company Natwest Ventures Investments Ltd. is a stockholder of former client The Brewton Group Limited (closed 2007); and</li> <li>• Affiliate companies The Royal Bank of Scotland Commercial Services Limited (London Region) and The Royal Bank of Scotland Sucursal En Espana (both closed 2007) are former clients.</li> </ul>
<p>SAP America, Inc.</p>	<p>Service Provider</p>	<ul style="list-style-type: none"> <li>• Parent company <i>SAP AG</i> and affiliate company <i>SAP Labs India Pvt. Ltd.</i> are current clients.</li> </ul>
<p>Scarborough Research</p>	<p>Outside Professional</p>	<ul style="list-style-type: none"> <li>• Affiliate company <i>The Nielsen Company</i> is a current client.</li> </ul>

Target Commercial Interiors, Inc.	Vendor	<ul style="list-style-type: none"> <li>• Parent company <b>Target Corporation</b> and affiliate company <b>Target Brands, Inc.</b> are current clients.</li> </ul>
Travelers Insurance (n/k/a St. Paul Travelers Insurance Companies, Inc.)	Insurance-Related Party	<ul style="list-style-type: none"> <li>• Affiliate company St. Paul Fire &amp; Marine Insurance Company is a stockholder of current client <b>International Automotive Components Group, Inc.</b></li> </ul>
UBS AG and affiliated entity UBS AG Stamford Branch	First Lien Secured Lenders	<ul style="list-style-type: none"> <li>• Affiliate companies <b>UBS Investment Bank</b> and <b>UBS Warburg</b> are current clients;</li> <li>• UBS Financial Services, Inc. is the employer of an individual who is a former Jones Day client (closed 2008);</li> <li>• Affiliate companies UBS Securities LLC and UBS Willow Fund, LLC are stockholders of current client <b>International Automotive Components Group, Inc.</b>;</li> <li>• Affiliate company UBS Global Asset Management is a stockholder of current client <b>Interep National Radio Sales, Inc.</b>;</li> <li>• Affiliate company UBS AG, London Branch is a participant in a joint venture with current client <b>Serviced Office Group Plc</b>; and</li> <li>• Affiliate company UBS Warburg Australia Equities Ltd. is a former client (closed 2007).</li> </ul>
<b>Verizon Wireless, Inc.</b>	Vendor	<ul style="list-style-type: none"> <li>• <b>Verizon Wireless, Inc.</b>, parent company <b>Verizon Communications, Inc.</b> and affiliate companies <b>Verizon Deutschland GmbH</b>, <b>Verizon Japan Ltd.</b>, <b>Verizon Business</b> and <b>Idearc, Inc.</b> (d/b/a Verizon) are current clients.</li> </ul>

<p><b>Wells Fargo Bank, N.A.</b></p> <p>Wells Fargo Brokerage Services, Inc.</p>	<p>Vendor and Banker</p> <p>Banking Relationship with the Debtors</p>	<ul style="list-style-type: none"> <li>• <b>Wells Fargo Bank, National Association</b> and affiliate company <b>Wells Fargo Foothill, Inc.</b> are current clients;</li> <li>• Parent company Wells Fargo &amp; Co. is a stockholder of former client Wiltel Communications Group, Inc. (closed 2008);</li> <li>• Newly acquired affiliate companies <b>Wachovia Corporate Services</b> and <b>Wachovia Capital Markets</b> are current clients;</li> <li>• Newly acquired affiliate company <b>Wachovia Bank, National Association</b> is: (a) a current client; and (b) the employer of an individual who is a former Jones Day client (closed 2007); and</li> <li>• Newly acquired affiliate company Wachovia Securities, Inc., is a limited partner with a majority interest ownership in Chipwill LLC, the parent company of current client <b>KW Investment K.K.</b></li> </ul>
<p><b>Xcel Energy, Inc.</b></p>	<p>Vendor</p>	<ul style="list-style-type: none"> <li>• <b>Xcel Energy, Inc.</b> is a current client.</li> </ul>
<p>Yahoo!, Inc.</p>	<p>Vendor</p>	<ul style="list-style-type: none"> <li>• Yahoo!, Inc. (closed 2008) and related entity Audit Committee of Yahoo!, Inc. (closed 2007) are former clients.</li> </ul>
<p>Zurich American Insurance Company</p>	<p>Insurance-Related Party and Issuer and Beneficiary of Outstanding Letter of Credit</p>	<ul style="list-style-type: none"> <li>• Affiliate companies <b>Associated Marine Insurers &amp; Agents Pty Ltd.</b> and <b>Zurich Insurance Holding (Hong Kong) Ltd.</b> are current clients;</li> <li>• Affiliate company American Zurich Insurance Company is a stockholder of current client <b>International Automotive Components Group, Inc.</b>; and</li> <li>• Affiliate company Zurich Capital Markets is the former employer of two individuals who are former Jones Day clients (closed 2007 and 2008, respectively).</li> </ul>

# **EXHIBIT C**

**Engagement Letter**

JP003961

January 14, 2009

Randy M. Lebedoff  
Senior Vice President and General Counsel  
Star Tribune  
425 Portland Avenue  
Minneapolis, MN 55405

Re: Minneapolis Star Tribune

Dear Ms. Lebedoff:

This letter confirms our discussions concerning the scope, terms and conditions of our engagement by The Star Tribune Company and its affiliates (the “Company”) for the provision of legal services. Thank you for retaining Jones Day (“Jones Day”) in this engagement and for your consideration and cooperation concerning the matters covered in this letter.

Scope of Engagement

Our client in this matter will be the Company. The scope of Jones Day’s engagement and duties to the Company will concern labor-related matters arising in connection with or in contemplation of any out of court restructuring or any voluntary or involuntary case under title 11 of the United States Code (the “Bankruptcy Code”) or similar proceeding of the Company. Jones Day understands that the scope of this engagement will include, primarily, the labor related matters between the Company and its labor groups described above, and may extend to such other matters as, from time to time, the Company requests that Jones Day undertake, and to which Jones Day agrees (the “Representative Matters”).

Responsible Partner

I will be the partner generally responsible for the Company’s representation, including staffing and billing. I will have primary responsibility for this matter and will be assisted by other lawyers and legal assistants as needed.

Potentially Adverse Representations or Conflicts of Interest: Advance Waiver

Jones Day represents and in the future will represent many other clients. Some may be direct competitors of the Company or otherwise may have business interests that are contrary to the Company’s interests. It is even possible that, during the time we are working for the Company, an existing or future client may seek to engage us in connection with an actual or potential transaction or pending or potential litigation or

other dispute resolution proceeding in which such client's interests are or potentially may become adverse to the Company's interests.

Jones Day cannot enter into this engagement if it could interfere with our ability to represent existing or future clients who develop relationships or interests adverse to the Company. We therefore ask the Company to confirm that Jones Day may continue to represent or may undertake in the future to represent any existing or future client in any matter even if the interests of that client in that other matter are directly adverse to the Company as long as that other matter is not substantially related to this or our other engagements on behalf of the Company. For the avoidance of doubt, without limiting the foregoing, we ask the Company to confirm that Jones Day may continue to represent, or may undertake any future representation of, any of the following parties in any out of court restructuring or in connection with a voluntary or involuntary case under the Bankruptcy Code or similar proceeding of the Company in any matter not adverse to the Company with respect to the Representative Matters: (1) creditors or parties in interest of the Company; (2) a prospective purchaser of the Company or assets of the Company; and (3) an investor or potential investor of the Company.

In the event of Jones Day's representation of another client in a matter directly adverse to the Company, Jones Day lawyers or other service providers who have worked with the Company will not work for such other client, and appropriate measures will be taken to assure that proprietary or other confidential information of a non-public nature concerning the Company acquired by Jones Day as a result of representation of the Company will not be transmitted to our lawyers or others at Jones Day involved in such matter.

Jones Day understands that the Company may soon be a debtor in a case under chapter II of the Bankruptcy Code. Accordingly, notwithstanding anything contained in this letter to the contrary, Jones Day agrees that it should make such disclosures of our representations of current and future clients in connection with the matters relating to the Company as may be required under the Bankruptcy Code and orders entered by the Court in any proceedings under chapter 11 of the Bankruptcy Code.

In other words, we request that the Company confirm that subject to our making appropriate disclosures as described above, (1) no engagement that Jones Day has undertaken or may undertake on behalf of the Company will be asserted by the Company either as a conflict of interest with respect to, or as a basis to preclude, challenge or otherwise disqualify Jones Day from any current or future representation of any client in any matter, including, without limitation, any representations in negotiations, transactions, counseling or litigation adverse to the Company, as long as that other matter is not substantially related to any of our engagements on behalf of the Company, including the Representative Matters,(2)the Company hereby waives any conflict of

interest that exists or might be asserted to exist and any other basis that might be asserted to preclude, challenge or otherwise disqualify Jones Day in any representation of any other client with respect to any such matter, (3) the Company has been advised by Jones Day, and has had the opportunity to consult with other counsel, with respect to the terms and conditions of these provisions and its prospective waiver, (4) the Company's consent to these provisions is both voluntary and fully informed, and (5) the Company intends for its consent to be effective and fully enforceable, and to be relied upon by Jones Day.

#### Professional Fees

Jones Day's fees consist of two components: (1) base fees, based on hourly rates and, (2) expense reimbursement.

#### *Base Fees*

Generally, Jones Day's fees are determined by the time devoted by each lawyer or legal assistant involved and the hourly billing rates assigned to each such person. Currently, the hourly rates for Jones Day's lawyers who are likely to be working on this matter would range from \$400 to \$535. My hourly rate will continue to be \$535. Jones Day's hourly rates are revised periodically, and Jones Day reserves the right to revise them prospectively from time to time during the course of Jones Day's representation of the Company in accordance with Jones Day's customary practices.

#### *Expenses*

In addition to Jones Day's fees, Jones Day expects clients to defray certain costs and expenses incurred during Jones Day's representation of them, which can include filing or registration fees, telephone calls, overnight delivery service, photocopying, word processing, computerized legal research, staff overtime, travel and meals. Please note that in some cases these charges may differ slightly from the actual, fully absorbed, out-of-pocket costs incurred by Jones Day for such items. Normally, disbursements and charges will be itemized and billed in the regular billing cycle. Certain expenses, because of their nature or size, may be forwarded directly to the Company for payment in advance.

#### Termination

The Company and Jones Day each have the right to terminate this representation at any time (subject, in the case of the latter, to Jones Day providing the Company reasonable notice to arrange alternative representation). In the event of a termination, the Company shall remain liable for the base fees and expenses incurred prior to termination.

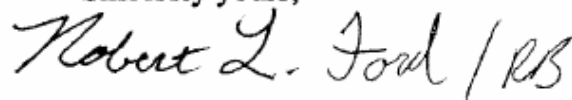
General Counsel and Corporate Secretary

January 14, 2009

Page 4

If the foregoing correctly reflects our mutual understandings, please sign and return the enclosed copy of this letter. Jones Day very much appreciates the opportunity to provide these services to the Company and is pleased to be able to begin the relationship between Jones Day and the Company.

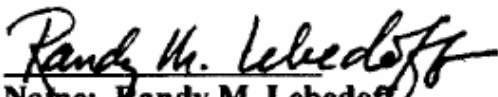
Sincerely yours,

Handwritten signature of Robert L. Ford in cursive, followed by the initials "RB" in a larger, bold font.

Robert L. Ford

The foregoing understandings are correct and Jones Day has the Company's consent to take actions in accordance with them.

**MINNEAPOLIS STAR TRIBUNE**

By: 

Name: Randy M. Lebedoff

Title: Senior Vice President and General Counsel

Date: January 15, 2009