

**EXHIBIT A**

**Ross Affidavit**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
In re : Chapter 11  
: :  
Journal Register Company, et al.,<sup>1</sup> : Case No. 09-\_\_\_\_\_ ( )  
: :  
Debtors. : Joint Administration Pending  
-----X

**AFFIDAVIT OF DAVID BENNET ROSS IN SUPPORT  
OF APPLICATION TO EMPLOY AND RETAIN  
SEYFARTH SHAW LLP AS SPECIAL LABOR  
COUNSEL TO DEBTORS AND DEBTORS IN POSSESSION**

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

DAVID BENNET ROSS, being duly sworn, deposes and says:

1. I am a member of the firm of Seyfarth Shaw LLP ("**Seyfarth Shaw**" or the "**Firm**"), which maintains offices for the practice of law at 620 Eighth Avenue, Suite 3200, New York, NY 10018, as well as additional offices in Atlanta, Boston, Chicago, Houston, Los Angeles, Sacramento, San Francisco, Washington, D.C. and Brussels. I am an attorney-at-law, duly admitted and in good standing to practice in the States of New York and Illinois, the United States Supreme Court, the United States Courts of Appeal for the Second and Third Circuit, all

<sup>1</sup> If applicable, the last four digits of the taxpayer identification numbers of the Debtors follow in parentheses: (i) Journal Register Company (8615); (ii) 21st Century Newspapers, Inc. (6233); (iii) Acme Newspapers, Inc. (6478); (iv) All Home Distribution Inc. (0624); (v) Chanry Communications, Ltd. (3704); (vi) Greater Detroit Newspaper Network, Inc. (4228); (vii) Great Lakes Media, Inc. (5920); (viii) Great Northern Publishing, Inc. (0800); (ix) The Goodson Holding Company (2437); (x) Heritage Network Incorporated (6777); (xi) Hometown Newspapers, Inc. (8550); (xii) Independent Newspapers, Inc. (2264); (xiii) JiUS, Inc. (3535); (xiv) Journal Company, Inc. (8220); (xv) Journal Register East, Inc. (8039); (xvi) Journal Register Supply, Inc. (6546); (xvii) JRC Media, Inc. (4264); (xviii) Middletown Acquisition Corp. (3035); (xix) Morning Star Publishing Company (2543); (xx) Northeast Publishing Company, Inc. (6544); (xxi) Orange Coast Publishing Co. (7866); (xxii) Pennysaver Home Distribution Corp. (9476); (xxiii) Register Company, Inc. (6548); (xxiv) Saginaw Area Newspapers, Inc. (8444); (xxv) St. Louis Sun Publishing Co. (1989); (xxvi); Up North Publications, Inc. (2784); and (xxvii) Voice Communications Corp. (0455). The Debtors' executive headquarters' address is 790 Township Line Road, Third Floor, Yardley, PA 19067..

Federal District Courts for the State of New York, and the United States District Courts for the Northern and Central Districts of Illinois. I submit this Affidavit in connection with the application (the “**Application**”) of the debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”) to employ and retain Seyfarth Shaw as special labor counsel to the Debtors in their chapter 11 cases, *nunc pro tunc* to the Petition Date, and to provide the disclosures required under section 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 Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”).

2. To the extent that any information disclosed herein requires amendment or modification upon Seyfarth Shaw’s completion of further analysis or as additional creditor information becomes available to Seyfarth Shaw, supplemental affidavits will be filed with the Court.

3. This affidavit evidences the qualifications of Seyfarth Shaw to be employed by the Debtors as special labor counsel in their chapter 11 cases. The facts stated herein are based upon my personal knowledge and belief and upon Seyfarth Shaw’s records reviewed by attorneys or employees of Seyfarth Shaw under my direction and supervision.

#### **QUALIFICATIONS AND SERVICES**

4. Seyfarth Shaw is a leading national law firm with significant expertise in labor and employment law. Seyfarth Shaw has provided services to the Debtors or their predecessors for approximately 30 years, including, *inter alia*, negotiating their collective bargaining agreements. The Debtors have requested that Seyfarth Shaw continue to provide the following services to the Debtors in connection with their chapter 11 cases:

- (a) advise and assist the Debtors regarding issues relating to their collective bargaining agreements, employee benefit plans, and retiree benefit plans;
- (b) advise and assist the Debtors in collective bargaining negotiations with unions, including, but not limited to, seeking relief under section 1113 of the Bankruptcy Code and other employee and retiree representations in connection with labor employment and benefit matters;
- (c) function as trial counsel for the Debtors with respect to any motions to reject collective bargaining agreements prosecuted by the Debtors pursuant to section 1113 of the Bankruptcy Code;
- (d) advise and assist the Debtors in connection with grievances and arbitrations; and
- (e) advise and assist the Debtors in such other labor, employment and benefit matters as may be requested by the Debtors.

#### COMPENSATION

5. Seyfarth Shaw understands that it will be compensated on an hourly basis in accordance with its customary hourly rates in effect from time to time and reimbursed for actual and necessary expenses and other charges incurred by Seyfarth Shaw.

6. Michael J. Rybicki and I are the leading attorneys on this engagement, and additional attorneys and legal assistants will be engaged as needed to provide services to the Debtors in connection with these chapter 11 cases. The current hourly rates for attorneys at Seyfarth Shaw range from \$450 to \$760 per hour and the current hourly rates for legal assistants range from \$120 to \$180. These hourly rates are subject to periodic adjustment and represent Seyfarth Shaw's standard hourly rates for services of the nature described herein and in the Application and are designed to fairly compensate Seyfarth Shaw.

7. In accordance with its policy, Seyfarth Shaw will also be reimbursed for expenses and costs incurred in connection with providing legal services, including, without

limitation, telephone charges, special postage, delivery charges, telecopy and photocopy charges and related expenses, travel expenses, working meals and computerized legal research.

8. Seyfarth Shaw intends to apply to the Court for allowance of compensation for all performed services and reimbursement for all incurred expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any orders of this Court.

**NO ADVERSE INTEREST**

9. To prepare this Affidavit, I caused names and information concerning the Debtors' professionals, senior management, and other parties in interest, provided by the Debtors (collectively, the "**Parties in Interest**"), to be compared with names and information contained in Seyfarth Shaw's database of present and former clients and adverse parties (the "**Database**").

10. The Database maintained by Seyfarth Shaw includes all current and former clients, and adverse and related parties. It is the Firm's practice to update and maintain these records regularly. Seyfarth Shaw's Database search was as complete as possible under the circumstances, especially in light of the large number of Parties in Interest identified by the Debtors. Seyfarth Shaw recognizes that additional Parties in Interest or additional information with regard to such parties may become known during the course of these chapter 11 cases. As further information or Parties in Interest become known, Seyfarth Shaw will supplement its disclosures to the Court as necessary or appropriate.

11. To the best of my knowledge and insofar as I have been able to ascertain, except as set forth herein, neither Seyfarth Shaw nor any of its partners, counsel or associates holds any interest adverse to the Debtors or their estates with respect to the matters on which Seyfarth Shaw is sought to be retained by the Debtors. To the best of my knowledge and insofar

as I have been able to ascertain, except as set forth herein, neither Seyfarth Shaw nor its partners, counsel or associates have any connection with the Parties in Interest in the Debtors' chapter 11 cases, their respective attorneys and advisors, the Office of the United States Trustee for the Southern District of New York or any person employed by such Office, except to the extent described below. To the best of my knowledge, Seyfarth Shaw has the following connections with the Debtors, their creditors and other interested parties:

- (a) Affiliates: Seyfarth Shaw currently represents or has represented the Debtors.
- (b) Major Lenders: Seyfarth Shaw currently represents or has represented the following lenders or their affiliates in matters unrelated to the Debtors and their Chapter 11 cases: Bank of America; The Bank of New York Mellon; BNP Paribas; General Electric Capital Corporation; JP Morgan Bank Branch 0802; Keybank National Association; Morgan Stanley Senior Funding Inc.; Rabobank Nederland; Royal Bank of Canada - New York; The Royal Bank of Scotland; Suntrust Bank Atlanta; Union Bank of California; and Wachovia Bank of North Carolina NA GD Cayman.
- (c) Insurers: Seyfarth Shaw currently represents or has represented the following insurers or their affiliates in matters unrelated to the Debtors and their Chapter 11 cases: Federal Insurance Company; Hartford Fire Insurance Company; Liberty Mutual Fire Insurance Company; Lloyd's of London; National Union Fire Insurance Company of Pittsburgh, PA; The Travelers Indemnity Company; Travelers Property Casualty Company of America; and XL Specialty Insurance Company.
- (d) Top 50 Creditors: Seyfarth Shaw currently represents or has represented the following top 50 creditors in matters unrelated to the Debtors and their Chapter 11 cases: American Express; Blue Cross and Blue Shield; Eastman Kodak Company; RR Donnelley; Sun Chemical A Division of US Ink Corp.; and Hewitt Associates.
- (e) Professionals: Seyfarth Shaw currently represents or has represented the following professional or affiliates of such professional in matters unrelated to the Debtors and their Chapter 11 cases: BNY Mellon Shareowner Services.

12. In addition, Seyfarth Shaw may have, from time to time, represented other creditors of the Debtors and/or Parties in Interest on matters unrelated to the Debtors and these cases.

13. Seyfarth Shaw does not believe that the above connections constitute a conflict of interest or represent an interest adverse to the Debtors or their estates with respect to the matters on which Seyfarth Shaw is to be engaged.

14. Neither Seyfarth Shaw, nor its partners, counsel or associates have agreed to share with any entity any compensation received by Seyfarth Shaw in these cases other than in accordance with the provisions of the Bankruptcy Code and the Bankruptcy Rules.

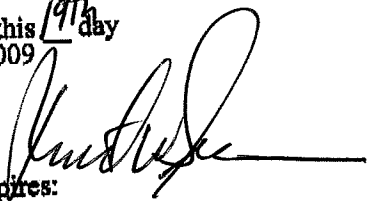
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15. By reason of the foregoing, I believe Seyfarth Shaw is eligible for employment and retention by the Debtors as special labor counsel pursuant to sections 327(e) and 328 of the Bankruptcy Code and the applicable Bankruptcy Rules and Local Rules.

  
David Bennet Ross  
Seyfarth Shaw LLP

Sworn to before me this 19<sup>th</sup> day  
of February, 2009

Notary Public  
My Commission Expires:

  
ROBERT W. DREMLUK  
Notary Public, State of New York  
No 304691241  
Qualified in Nassau County  
Term Expires February 28, ~~2009~~  
2010