

J. Rigas Decl.

DECLARATION OF JOHN J. RIGAS

1. I am the former Chief Executive Officer and Chairman of Adelphia Communication Corp. (the "Company"), a company that I founded in 1952 upon purchasing the rights to wire Coudersport, Pennsylvania for cable television.

2. Adelphia's Bylaws provided that the Company would advance legal fees whenever a person is made a party to any proceeding, civil or criminal, "by reason of the fact that the person ... is or was a director or officer of the Corporation." During my tenure with Adelphia, I am not aware of the Company refusing a request by any officer or director of the Company for advancement of legal expenses, until its announcement that it would not advance legal fees for me or my sons, Tim and Michael Rigas. Moreover, I am not aware of any occasions in which Adelphia undertook to make a determination as to whether an officer or director had breached duties to the Company before advancing legal costs.

3. Between March 27, 2002 and May 23, 2002, Adelphia's Board of Directors had multiple discussions, some of which occurred during formal board meetings, regarding whether it would be appropriate to indemnify and advance defense costs to Adelphia's officers and directors in regard to events arising out of a possible government investigation. These discussions included attorneys from Adelphia's long-time counsel Buchanan Ingersoll, along with lawyers from Fried Frank. All directors and attorneys present during these discussions consistently agreed that indemnification and advancement were appropriate. Indeed, I recall that the discussion of indemnification was raised by Adelphia's non-Rigas directors immediately after the disclosure. Those non-Rigas directors insisted that everybody's legal fees must be paid by the Company. It was an issue that was of deep concern to me as Chairman, as it was to Adelphia's other directors.

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4. To the best of my recollection, prior to June 2002, I was never asked to pay for legal services rendered to me nor, to my knowledge, was anybody who worked for Adelphia. I understood that those charges were to be paid by Adelphia.

5. In mid-May, 2002, we received word that some of Adelphia's directors had an urgent need to meet with us. A late night meeting with Adelphia directors Erland Kailbourne and Pete Metros was held at the Rigas family home in Coudersport, Pennsylvania. At that meeting, Mr. Kailbourne stated his belief that a change in the public face of the Company was necessary for Adelphia's future. He also stated that the government was asking for our resignations. However, Mr. Kailbourne and Mr. Metros told us that they felt the Rigas family had not done anything fraudulent or improper. Mr. Kailbourne told me that once the issues confronting the Company had been resolved, I would return to a more formal role with the Company and that, in the meantime, I would continue to be involved and interact with Adelphia leadership and personnel in an informal way. After hard consideration, and for the good of the Company, I agreed to resign on or about May 13, 2002.

6. On or about May 14, 2002, a Board of Directors meeting occurred with various Adelphia directors and outside counsel. During that meeting, Audrey Strauss, a senior attorney with Fried Frank, gave a report via telephone regarding her recent meeting with the government. I vividly recall Ms. Strauss stating that the government was angry and believed that Adelphia was not cooperating. Ms. Strauss advised that a continued failure to cooperate, as the government viewed it, would be met with serious consequences for Adelphia, possibly including indictment.

7. Ms. Strauss's comments came as a complete shock to me, since I thought that both the Rigas family and Adelphia were providing all the information asked of us. I consistently pressed her for examples of anything Adelphia or the Rigas family had failed to

do that had been asked of us. She said that she did not know of any lack of cooperation and could not tell us what the government meant. In fact, we previously authorized Fried Frank to hire an accountant (PriceWaterhouse) to assist its investigation and, at all times when we remained in charge of Adelphia, gave Fried Frank access to any Company documents it required. I approached Mr. Kailbourne to inquire what the supposed lack of cooperation was, and Mr. Kailbourne, who was aware of all the ways my family and I were cooperating with the government, expressed his shock that anyone could suggest we were being less than fully cooperative.

8. Prior to executing the Agreement with Adelphia on May 23, 2002, Adelphia's outside directors consistently expressed support for me and my family and indicated that they did not believe we had engaged in any wrongdoing. For instance, Mr. Kailbourne and Mr. Metros stressed that I would always be an important part of the Company, maintain an office at Adelphia, have access to Adelphia employees and retain a role as Chairman Emeritus.

9. In addition to reaffirming that Adelphia would advance our defense costs, the May 23, 2002 Agreement provided that the Rigas family would be able to select two non-family members to serve on Adelphia's Board. We identified two qualified individuals, Dan Milliard and Leo Ferraro, who preliminarily indicated that they were willing and able to serve and asked to speak with the Company's Chairman. However, Mr. Milliard and Mr. Ferraro reported to me that Company representatives had told them that they could serve as directors, but the Company would not provide them with indemnity protection. Neither Mr. Milliard nor Mr. Ferraro was willing to serve as an Adelphia director under those conditions.

10. Adelphia's refusal to indemnify the directors we selected essentially rendered its promise to the Rigas family meaningless, since under the environment that existed at the time, no competent business person would have agreed to serve as an Adelphia director

without corporate indemnification. Indeed, Adelpia provided indemnification to the newly-appointed outside directors that were not selected by the Rigas family.

11. Between May 23 and June 1 (the date on which Adelpia determined that it would not pay defense costs for the Rigas family), I was not requested to provide the Special Committee with any information or to cooperate with it in any regard. Similarly, I was not asked to respond to any allegation that I had breached my duties to the Company.

12. Initially, Paul Grand was hired to represent the entire Rigas family with respect to the government's investigation. Subsequently, on Mr. Grand's recommendation that all family members retain separate counsel, I hired Peter Fleming of the Curtis Mallet-Provost law firm to represent me with respect to a potential criminal investigation. However, due to the sophisticated nature of the transactions under investigation, I also desired to obtain another law firm having sufficient resources and expertise to handle a case of this complexity, which would supplement the work of our criminal defense attorneys. For instance, due to the sophisticated nature of the transactions under investigation, my family engaged the Dewey Ballentine law firm to, among other things, assist criminal counsel in analyzing the sophisticated business transactions at issue and developing a cohesive strategy for defending against the multi-faceted attack against us. Retaining such co-counsel was essential to my family and me, but we were required to terminate Dewey Ballentine due to a lack of funds to pay it.

13. Due to the massive complexity of the matters at issue, all firms I spoke with estimated legal costs in the millions and required substantial retainers. Without Adelpia paying the legal fees, and without advancement by the Rigas family entities, I lacked the reliable payment source necessary to secure such counsel. As a result, during a critical time period, I was left without the comprehensive legal representation the situation required.

14. Furthermore, I was not able to pay my lead criminal defense counsel to prepare to defend the criminal case in the manner in which it would have been defended if Adelpia were paying the bills. We were thus unable to pay our attorneys to review the millions of documents that had been produced in the case by the government and third parties (including documents produced by Buchanan, which were not received until two months prior to trial). Instead, the Rigas family had to do much of their own document review from home, utilizing unsophisticated coding systems.

15. During the time period from Adelpia's decision to cease advancing defense costs through the conclusion of the criminal trial, the substantial majority of my personal assets consisted of Adelpia securities or ownership in the Rigas Family Entities (private companies owned by the Rigas family). Despite my efforts to liquidate assets to secure funds to pay for the criminal defense, these assets could not be readily liquidated for a variety of reasons, including the encumbrances created by the 5/23 Agreement and injunctions issued by the bankruptcy court restricting the sale of assets owned by us or the Rigas Family Entities. Today, as a result of an April 2005 settlement agreement with the government, all of my ownership interests in any material assets were either forfeited to the government or have been transferred to, or for the benefit of, other members of the Rigas family, as consideration for their consent to the forfeiture of their assets to the government. The legal fund established in our settlement agreement with Adelpia has already been exhausted.

16. During the year prior to trial, I was consistently and regularly advised by my criminal counsel that the lack of funding was imperiling counsel's ability to defend the case. I spent much of my own time and effort during this period trying to get funds to pay for an adequate defense of the case. My counsel told me that if he had proper funding for trial preparation, he would win the case.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief under 28 U.S.C. § 1746.

Executed on: _____



John J. Rigas