

LUXURY ASSET LENDING, LLC	:	
	:	
	:	COURT OF COMMON PLEAS
	:	PHILADELPHIA COUNTY
v.	:	
	:	
	:	MAY TERM, 2018
PHILADELPHIA TELEVISION	:	
NETWORK, INC., et al	:	
	:	No. 000074
Defendants	:	

ORDER VACATING APPOINTMENT OF RECEIVER

AND NOW this ____ day of _____, _____, it is hereby ORDERED AND DECREED that the Emergency Order of this Court dated November 19, 2018, appointing a receiver is hereby vacated and rescinded and the parties shall be restored to their positions prior thereto, subject to any further order of this Court.

BY THE COURT:

J.

<u>LUXURY ASSET LENDING, LLC</u>	:	
	:	
	:	COURT OF COMMON PLEAS
	:	PHILADELPHIA COUNTY
v.	:	
	:	MAY TERM, 2018
PHILADELPHIA TELEVISION	:	
NETWORK, INC., et al	:	
	:	No. 000074
<u>Defendants</u>	:	

INTERIM ORDER STAYING EMERGENCY RECEIVERSHIP PENDING
FURTHER ACTION BY THIS COURT

AND NOW this ____ day of _____, 2018, it is hereby ORDERED AND
 DECREED AS FOLLOWS:

1. This Court's Emergency Order of November 19, 2018, appointing Joseph Bernstein of Spina & Company as Receiver, is stayed along with further action by the Receiver thereunder, pending further consideration and determination by this Court of the matters raised in Defendant Philadelphia Television Network Inc.'s pending Petition to Petition to Strike, Vacate, Open or Stay Foreign Default Judgment and to Reconsider, Stay or Vacate Prior Orders Appointing Receiver and Entering Purported Stipulation (the "PTNI Pending Petition").

2. Pending further Order by this Court, the parties, the receiver and Newport Investment Group, LLC shall take no action to transfer, auction, sell or pledge the assets of PTNI or any license rights pertaining to PTNI, other than continuation of PTNI's operation in the ordinary course. Within ____ days of this Order, the receiver shall report to the Court, with copies to the parties and counsel, any actions the receiver may have taken relating to this case.

BY THE COURT:

 J.

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LUXURY ASSET LENDING, LLC	:	
	:	COURT OF COMMON PLEAS
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v.	:	
	:	MAY TERM, 2018
PHILADELPHIA TELEVISION	:	
NETWORK, INC., et al	:	
	:	No. 000074
Defendants	:	Motion Control No. 18112603

Related Petition by Defendant is
pending at Control No. 18120452

Response in Opposition to Plaintiff's Emergency Petition for Appointment of Receiver and Seeking to Vacate, Reconsider or Stay Appointment of Receiver (the "Response")

Defendant Philadelphia Television Network, Inc. ("PTNI") by its undersigned counsel submits this Response in opposition to receivership, for the reasons set out here and in PTNI's pending Petition to Strike, Vacate, Open or Stay Foreign Default Judgment and to Reconsider, Stay or Vacate Prior Orders Appointing Receiver and Entering Purported Stipulation (PTNI's Pending Petition").¹ PTNI's Pending Petition was filed on December 4, 2018, under Control No. 18120452. PTNI's Pending Petition and its supporting Memorandum of Law are

¹ No contemporaneous notice of the Emergency Petition to Appoint a Receiver was provided to PTNI. It appears a copy was mailed to 1515 Market Street, where PTNI had not been located since 2004, and this copy somehow found its way to PTNI's business address at 2 Johns Lane, Lafayette Hill, arriving four days after the Emergency Petition was granted, on the day after Thanksgiving, Friday Nov. 23, 2018.

also attached and incorporated here by reference. In particular, paragraphs 169 through 189 of PTNI's Pending Petition, pp. 39-43, and pages 1-5 of PTNI's Memorandum of Law in support of PTNI's Pending Petition, also seek an Order reconsidering or vacating this Court's Order of November 19, 2018.

As PTNI's Pending Petition sets out, (i) there is no emergency nor other grounds requiring or permitting emergency appointment of a receiver² **see PTNI Pending Petition ¶¶ 169-179**; (ii) Newport Investment Group, LLC is not a valid party, did not even exist, and does not hold a valid assignment of judgment **see PTNI Pending Petition ¶¶ 110-115**; (iii) the judgment and stipulation and resulting orders were themselves invalid, never properly noticed, and were themselves based on outrageous, largely undocumented, unenforceable, unauthorized, prohibited and undisclosed purported "loan documents" that were really a secret scheme to fund improper currency movements, transfers and activities in Ghana of purported Libyan oil money, and thereafter to take all of PTNI's assets, and get Glanton out of personal bankruptcy in exchange, when that scheme failed; **see PTNI Pending Petition ¶¶ 45-157**; (iv) the purported domestication of the foreign judgment did not comport with applicable Pennsylvania law or requirements of due process **see attached PTNI Pending Petition ¶¶ 121-**

² The alleged emergency in Luxury/Newport's Petition was that PTN needed to go back on the air in Philadelphia by December 29, 2018 to maintain its FCC license. However, this issue was not a serious risk at the time and is in any case resolved and moot since PTN went back on the air on November 25, 2018, notice of which was sent to the Federal Communications Commission ("FCC") and to Newport's FCC counsel on November 26, 2018. **See PTNI Pending Petition at ¶ 185 and the Notice to the FCC attached to PTNI Pending Petition as Exhibit 10.** This alleged emergency was a red herring, in any case since as Newport already knew and was already shown in various previous filings before the FCC, PTNI was already very close to turning the "on" switch for going back on the air when Newport filed its emergency Petition. PTNI Pending Petition ¶ 176.

133; and (v) the purported acts of PTNI's former executive, Richard Glanton's were invalid and unenforceable because, as to all of the above, he is an unauthorized, minority-interest shareholder and former officer, acting in his self-interest only, with active support from Luxury/Newport and their principal Brian Roche, contrary to and in breach of PTNI's bylaws, shareholders agreement, Pennsylvania corporate law, and his duties to PTNI's shareholders.

See attached PTNI Pending Petition ¶¶ 45-57, 63-67, 79, 94-98, 101-110, 134-144.

PTNI also responds as follows to the numbered statements by Newport in its Petition, to the extent such a response may be required by or helpful to this Court³:

1. As shown by Newport Investment Group, LLC's ("Newport") own Certificate of Organization dated July 25, 2018, as provided by Newport to the undersigned counsel, and by which Newport was created as a California limited liability company, Newport did not exist before that date. **See Exhibit 9 to Attached PTNI Petition.** Since Newport did not exist, it could not have validly entered into any Stipulation with Richard Glanton in April 2018, acting either individually or purported behalf of PTNI, nor could it have validly taken any assignment of judgment from Luxury Asset Lending, LLC or sought entry of a Stipulation and Order in this Court, in either April or May of 2018. Newport is not entitled to relief by this Court, including appointment of a receiver.

2. Admitted PTNI is a Pennsylvania corporation.

3. Denied as stated. Richard Glanton was never the majority shareholder of PTNI. He was issued and owned 425 shares out of a total of 946 issued and outstanding shares of PTNI.

³ This Court's Order of November 19, 2018 did not include any order for the Emergency Petition to be further answered, heard or disposed under Local Rules 206.1(a)(2) or 208.3(a)(1). There was no Rule to Show Cause under Local Rule 206.4(c).

See PTNI Pending Petition ¶¶7-10 attached hereto and Exhibit 4 to PTNI's Pending Petition at pp. 45 et seq. (Shareholders Agreement) and pp. 61 at seq. (copies of share certificates). PTNI shareholders, by majority consent dated May 14, 2018, removed him as an officer and director of PTNI. **See Exhibit 4 to PTNI's Pending Petition attached hereto at pp. 70 et seq.** Before that date he, PTNI President Eugene Cliett and others worked together toward establishing the entity that came to be known as PTNI in 1999. Glanton and Cliett were PTNI's Co-Chief Executive Officers, neither holding that title exclusively, prior to Glanton's removal. Cliett held and still holds the titles of Chief Executive Officer, President and Treasurer. See PTNI Pending Petition ¶11.

4. Denied as to the existence of actual "Loans" or "Loan Documents". None of the purported "Loans" or "Loan Documents" were made to or for PTNI, which received none of the proceeds and did not know about them. Moreover, \$3,300,000 of the alleged \$3,900,000 due was not "documented" at all, but was an alleged **oral** agreement between Glanton and Newport owner Brian Roche to advance Glanton \$30,000, in exchange for PTNI's obligation to pay \$3,000,000 just two weeks later. **See PTNI Pending Petition ¶¶ 16, 71-75 and Exhibits attached and cited therein.** By way of further response, the actual purpose of all this was not to fund any regular "loan" from a "licensed lender" but rather an improper venture by Glanton, former Congressman Curt Weldon and others, with participation by Luxury, Newport and/or Roche, to retrieve and clean \$350,000,000 in alleged US currency located in Ghana from Libyan sources located in Ghana. The following "Assignments" were not loan matters at all, but a further agreement between Roche and Newport/Luxury with Glanton to transfer all of the assets of PTNI, without PTNI's authorization or consent, in exchange for Newport/Luxury's

allowing Glanton to emerge from his own personal bankruptcy that was caused by his losses in the Ghana/Libya currency venture. **See attached PTNI Pending Petition ¶¶ 101-110, 134-144.**

5. Denied these were “loans” or that there was any default by PTNI, which PTNI did not even know about [see response to para. 4]. Luxury filed a Complaint in California, but never served or notified PTNI at its business address, which is 2 Johns Lane, Lafayette Hill, PA, choosing instead to send notices to Glanton’s home address in New Jersey, and as a result, PTNI therefore did not know of the complaint or the resulting default judgment and had no opportunity to defend itself in the California proceedings or later before this Court. **See PTNI Pending Petition attached hereto ¶¶ 2, 4, 12, 58n.4, 81, 84, 87, 129-131, 145-147.**

6. Admitted only that there is a purported document of that date; however, as set out above, Newport did not exist on April 23, 2018 and could not have been a valid assignee of any judgment. The purported judgment was also defective for lack of notice and opportunity to defend; and the underlying purported loan obligations were not valid loan obligations of PTNI.

7. Admitted only that a filing to recognize the foreign default judgment was made with this Court. This filing was not served on PTNI’s business address in Lafayette Hill, and PTNI did not know about it. **See PTNI’s Pending Petition at ¶ 129-131.** More fundamentally still, for the reasons set out in detail in PTNI’s Pending Petition, that filing with this Court on May 4, 2018, did not comply with the requirements of the Uniform Enforcement of Foreign Judgments Act, 42 Pa. C.S. ¶ 4306, and the governing principles of due process and adequate notice enforceable thereunder and generally at Pennsylvania law. **See PTNI’s Pending Petition at ¶¶ 121-133,** and as a result there was no valid judgment before this Court.

8. Admitted only that there was a subsequent filing of a purported Stipulation signed by Glanton on May 10, 2018, resulting in this Court's entry of an Order. The Stipulation was unauthorized, unknown to PTNI, without the consent of its Board or Shareholders, and done in furtherance of improper and invalid "loan" agreements and a non-noticed default judgment, as well as under an invalid purported assignment to a non-existent assignee (Newport), and all in furtherance of a scheme to advance funds toward a dubious Ghana/Libya currency venture and then to seize the assets of PTNI. See PTNI Pending Petition at ¶¶ 134-144. As set out in detail in PTNI's Pending Petition attached hereto, the underlying "agreements" and "stipulation" were also in violation of PTNI's Bylaws and Shareholder Agreement [which grant the power to borrow money and deal with funds to the Treasurer (i.e. Eugene Cliett) and which forbid pledges of shares of stock without shareholder approval] and also in violation of Pennsylvania corporate law which prohibits self-interested transactions to the detriment of the corporation, and also forbids transfers of all or substantially all assets of a corporation without the express vote of a majority of disinterested shareholders. **Id. See also PTNI Pending Petition at ¶¶ 52-57 and 15 Pa. C.S. §§ 512 (a) and (c), 1712 (a) and (c), 1932(b) and (c).** The statement by Newport is further denied in that any agreement to pledge or collateralize rights in FCC licenses is contrary to federal law and policy, and unenforceable, as the FCC has already ruled on November 13, 2018.

9. Admitted only that Newport and Glanton purported to file for a license transfer with the FCC, without the knowledge or consent of PTNI. In fact, the transfer application to the FCC was filed earlier than this Court's Order of May 10, 2018, and not pursuant to it. Denied that there was any proper judgment, or any valid pledge of rights related to FCC licenses, which may

not be pledged as a matter of federal law or policy. PTNI's President, Eugene Cliett, found out about the transfer application only after discovering, by happenstance, that the password he regularly used for FCC-related matters for PTNI no longer worked with the FCC, in May 2018. This led Cliett to discuss matters with PTNI's FCC counsel, Jeff Timmons, and thereby coming to understand that not only was a transfer application pending, but that PTNI had suffered a judgment under loan obligations that purported to bind PTNI, even though PTNI did not know about or approve them. PTNI thereafter opposed the transfer application before the FCC, and both sides engaged in rounds of briefing.

10 -12. Denied as stated. The FCC letter ruling of November 13, 2018 speaks for itself. In fact, it *dismisses* the transfer application, holding that a lender may not take a collateral interest relating to FCC licenses and may not be the recipient thereafter of an assignment of FCC license rights, which violates federal law and policy. **See PTNI Pending Petition 163-68 and Ex 3 to PTNI Pending Petition pp. 59-60.** The FCC letter ruling expressly does *not* decide PTNI's contentions as to the invalidity of the underlying purported loans, default judgment or stipulation, holding those questions were "moot" in light of the dismissal of the transfer application. **See PTNI Pending Petition 167 and Exhibit 3 to PTNI Pending Petition p. 60n.34.**

13. Admitted only that Newport, which is not a party in this case, nor a valid judgment holder or assignee, filed the Emergency Petition. Denied for the reasons set out above that the Emergency Petition is an "effectuation" of valid court orders or was "prescribed" by the FCC.

14. Denied that Newport will suffer irreparable harm. On the contrary, it is PTNI that will suffer irreparable harm if its business is tendered to the receiver or to buyer(s) in purported

implementation of the underlying invalid and unauthorized prior “agreements” or the non-noticed default judgment or the invalid and unauthorized Glanton Stipulation.

15. Admitted that appointment of a receiver is within the discretion of this Court; however, appointment of a receiver is a “drastic” remedy. As to existing businesses, “a receiver will not be appointed unless it appears that the appointment is necessary to save the property from injury or threatened loss or dissipation. Nor will one be appointed if there is another safe, expedient, adequate and less drastic remedy.” *Northampton Nat’l Bank v. Piscanio*, 475 Pa. 57, 61, 379 A.2d 870, 872 (1975) (quoting several prior cases). As set out below, it is specifically denied that there is any such threatened loss or dissipation.

16. PTNI incorporates its responses above and in its Pending Petition, as to the defects in the May 10, 2018 Order, in that the Order is an incorporation of an invalid and unauthorized “Stipulation,” and following upon an invalid and defective transferred default judgment (as set out in detail in PTNI’s Pending Petition), none of which should be further enforced by this Court.

17. Denied. Newport/Luxury merely “complied” with their own invalid Stipulation, and the transfer application was filed before, and not after this Court’s Order of May 10, 2018.

18. The FCC ruling of November 13, 2018 speaks for itself, and if any characterization should be made, it is the one set out by PTNI above here at responses 10-12.

19. Denied. It is not an “emergency” but only the next step of its goals, that Newport wanted a receiver in place and then to seek further action before the FCC. The “emergency” in question is only the wish of Newport/Glanton to liquidate PTNI, i.e., to prevail in their aims, and is not an extrinsic emergency requiring emergency receivership.

20 – 22. Denied. As set out above, none of the “agreements” between Luxury/Newport and Glanton were authorized, consented to or enforceable against PTNI, including his purported Stipulation to transfer all of PTNI’s assets (which he did not own or control) without the consent of PTNI’s Directors and Shareholders, and in violation of its Bylaws, Shareholder Agreement and of Pennsylvania corporate law and fiduciary obligations. Nor could there have been such valid consent or approval given the improper purposes of the underlying Ghana/Libya currency venture and also the unconscionable purported oral agreement *to bind PTNI to pay \$3,300,000 in exchange for \$30,000 lent to Glanton two weeks earlier*, see PTNI Pending Petition ¶¶ 16, 71-75.

23. Admitted that a receiver is not to be appointed unless the right is “free from doubt,” the loss would be irreparable, and the relief sought is “necessary”. *Bogosian v. Foerderer Tract Committee, Inc.* 399 A.2d 408, 411 (Pa. Super. 1979). None of these requirements are met. PTNI has submitted, and incorporates here, its Pending Petition and accompany Memorandum of Law, that neither Luxury nor Newport have valid rights against PTNI, and that the judgment and stipulations should be struck, opened, vacated or stated by this Court. Any appointment of a receiver should await full and final determination of the matters set out in PTNI’s Pending Petition.

24 -27. It is Denied that PTNI is dissipating or that its assets are imperiled or that a receiver is required to cause PTNI to resume broadcasting at alleged risk to PTNI’s FCC license rights. While PTNI was required to be on the air by December 29 [and not December 28] of 2018, PTNI has already taken all required steps, *and PTNI is broadcasting on the air, commencing November 25, 2018*. PTNI’s notification to the FCC of its on-the-air status is

attached as Exhibit 10 to PTNI's Pending Petition, attached hereto. The process of reopening of broadcasting required a number of technical and engineering steps, which were already in process and known to Newport since they are part of PTNI's FCC files, which steps have been achieved. *See also* footnote 2 to this Response above. Therefore, there is no risk to Newport that the FCC license rights will expire, or that a receiver needs to do anything to maintain those rights.

28 -33. There are no exigent circumstances requiring appointment of a receiver on an emergency basis. As set out above, PTNI has returned to the air, the license is not at risk of expiring, and there is time to hear and determine PTNI's strong case that the underlying purported "loan documents" and the non-noticed default judgment and the improperly submitted foreign judgment and the unauthorized and invalid stipulation should be vacated, set aside, opened or stayed. Any risk to Newport of additional delay is far outweighed by the risk to PTNI and its shareholders of being closed down and liquidated in the interim.

34-37. Denied. For the reasons set out above, there is no reason to appoint a receiver. There is no reason to believe that Mr. Bernstein has experience relating to broadcasting, and there is no statement made showing that he is or will be impartial. On the contrary, the requested and entered order was improper under Pa R. Civ. P. 1533 and applicable law because it (i) imposes a receiver without bond or other security which is required under Pa. R. Civ. P. 1533 (a)(1) (when entered without a hearing) and 1533 (d)(1) when entered either with or without a hearing; (ii) the requested and entered Order had no time period or duration, nor any provisions for reporting, appraisal and inventory, compensation, reporting, determination of claims, best method for realizing value, and determination of recommendations and

methodology for sale or liquidation as required by 15 Pa. R.Civ.P. § 1533(e), (f), and (g); and (iv) the receivership Order was also one-sided, specifying the need for approval from Newport as to actions by the receiver, but giving no space for response or notice or submissions other parties-in-interest, including PTNI and its shareholders.

For all the reasons set out here, and in PTNI's Pending Petition, and in its accompanying Memorandum of Law, PTNI respectfully submits that this Court's Emergency Order of November 19, 2018 should be vacated or stayed. In the alternative, PTNI submits that this Court should grant interim relief staying and limiting the receiver and the receivership order pending determination of PTNI's Pending Petition, such that PTNI will not be liquidated and will continue ordinary operations until such time.

Dated: December 10, 2018

Respectfully submitted,

/s/ Doron A. Henkin, Esq.

Doron A. Henkin, Esq.
Counsel for Defendant PTNI
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150 N. Radnor-Chester Road, F200
Radnor, PA 19087
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VERIFICATION

I, Eugene Leslie Cliett, verify that I am authorized to make this Verification on behalf of Philadelphia Television Network, Inc., and that the statements of fact contained in its foregoing Response to Emergency Petition are true and correct to the best of my knowledge, information and belief. These statements are made subject to the penalties of 18 Pa. Cons. Stat. Ann. § 4904 relating to unsworn falsification to authorities.



Eugene Leslie Cliett

DATED: December 10, 2018

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Defendants	:	Motion Control No. 18112603

Related Petition by Defendant is also
pending at Control No. 18120452

**Memorandum of Law in Opposition to Emergency Petition
and to Reconsider, Stay or Vacate Order Appointing Receiver**¹

I. STATEMENT OF FACTS AND STATEMENT OF THE CASE

Petitioner Philadelphia Television Network, Inc. ("PTNI") is a Pennsylvania business corporation, with its business office since August 2006 at 2 Johns Lane, Lafayette Hill, PA, a and which holds an FCC license for a lower power television broadcast station, WEEG-LD Philadelphia. PTNI has four shareholders, no one of whom holds a majority interest in the company's stock.

¹ A similar Memorandum of Law has also been submitted in support of PTNI's Pending Petition to is taken and conformed from the receiver-related sections of PTNI's Memorandum of Law in Support of its portions of its Pending Petition to Petition to Strike, Vacate, Open or Stay Foreign Default Judgment and to Reconsider, Stay or Vacate Prior Orders Appointing Receiver and Entering Purported Stipulation (the "Petition").

Immediately presented here is the issue of receivership for PTNI, as ordered by this court *ex parte* on an emergency basis on November 19, 2018. As set out below that order and appointment should be vacated and reconsidered. In the alternative, that order appointing a receiver should be stayed so as not to liquidate and dismember PTNI pending the resolution of PTNI's pending PTNI's Petition to Strike, Vacate, Open or Stay Foreign Default Judgment and to Reconsider, Stay or Vacate Prior Orders Appointing Receiver and Entering Purported Stipulation (the "PTNI Pending Petition") before this Court, which PTNI filed on December 4, 2018.

As set out in the PTNI Pending Petition, the case overall is in the realm of situations so crazy you can't make them up. PTNI has learned (i) there were some purported but unauthorized and undisclosed "loan documents" and oral "agreements" between an alleged lender and a former officer and director of PTNI who (ii) purported to sign for PTNI even though PTNI did not know this and got no loans or funds; including (iii) a purported oral agreement for the officer to borrow another \$30,000 for his personal purposes, while making PTNI liable to pay \$3,300,000 two weeks later; (iv) *all of which loans were in fact for the improper, purpose of literally laundering and retrieving \$350,000,000 in marked US currency allegedly located in Ghana and deriving from Libyan sources, in a venture that also included a former US Congressman who was also a co-borrower, and with active and ongoing knowledge and participation by the lender and/or its principals*; but which venture (v) turned out to be a scam; following which (vi) the lender agreed to to rescue the former executive from bankruptcy by "stipulating" that the lender would receive **all of PTNI's assets** with the former executive's assistance; all of the above being (vii) without notice to or consent by PTNI, its board or its shareholders.

II. QUESTION PRESENTED

Should this Court Vacate or Stay its Emergency Receivership Order of November 19, 2018.

Suggested Answer: Yes

III. ARGUMENT

A. This Court should Reconsider, Vacate or Stay its Emergency Receivership Order of November 19, 2018

A court has inherent power to reconsider and to vacate its own rulings, *Moore v. Moore*, 535 Pa. 18, 26, 634 A. 2d 163, 167 (Pa. 1993). While the general standard is abuse of discretion, the legal principles disfavor the institution or continuation of receiverships as to existing businesses.

A receiver is not to be appointed unless the right is “free from doubt,” the loss would be irreparable, and the relief sought is “necessary”. *Bogosian v. Foerderer Tract Committee, Inc.* 399 A.2d 408, 411 (Pa. Super. 1979). It is also well established that “a receiver will not be appointed unless it appears that the appointment is necessary to save the property from injury or threatened loss or dissipation. Nor will one be appointed if there is another safe, expedient, adequate and less drastic remedy.” *Northampton Nat’l Bank v. Piscanio*, 475 Pa. 57, 61, 379 A.2d 870, 872 (1975)(quoting several prior cases). Although the “decision as to whether a receiver should be appointed is within the sound discretion of the court” it must be recognized that “there is nothing, however, which affects a corporation with such serious consequences as does the appointment of a receiver; it is a severe, and may be termed heroic, remedy, and the conditions that call it into action should be such as would, if persisted in, ordinarily be fatal to corporate life.” *Id.*, 457 Pa. at 63, 379 A.2d at 873 (quoting and citing several prior cases).

None of these requirements are met. There is also no emergency, and no compelling need for the receiver. The alleged emergency in Luxury/Newport's Petition was that PTNI needed to go back on the air in Philadelphia by December 29, 2018 to maintain its FCC license. However, this issue was not a serious risk at the time and is now moot since PTNI went back on the air on November 25, 2018, notice of which was sent to the Federal Communications Commission ("FCC") and to Newport's FCC counsel on November 26, 2018. See PTNI Petition at ¶ 185 and Notice to the FCC attached to PTNI Petition as Exhibit 10.²

Even more fundamentally, the Receivership should be reconsidered and either vacated or stayed so that this Court may determine the issues raised in PTNI's Pending Petition without having PTNI dismembered or liquidated in the interim. In the absence of an Order Vacating or Staying the Receivership, PTNI will suffer irrevocable loss given that the Receiver's presence is disruptive to business, and the Receiver's aim is liquidation. The Receivership is also defective in that it was proposed and entered it by Newport, and for Newport's benefit, even though Newport is not a party in this case and does not hold a valid assignment as set out in the Response and in PTNI's Pending Petition.

² No contemporaneous notice of the Emergency Petition to Appoint a Receiver was provided to PTNI. It appears a copy was mailed to 1515 Market Street, where PTNI had not been located since 2004, and this copy somehow found its way to PTNI's business address at 2 Johns Lane, Lafayette Hill, arriving four days after the Emergency Petition was granted, on the day after Thanksgiving, Friday November 23, 2018. PTNI has also presented the questions regarding the receivership, in its pending Notice of Case Management Dispute filed on November 27, 2018.

Facts and issues regarding the Receivership are set out in PTNI's Response and in PTNI's Pending Petition at ¶¶ 169-189. This alleged emergency was also a red herring, since as Newport already knew and was already shown in various previous filings before the FCC, PTNI was already very close to turning the "on" switch for going back on the air when Newport filed its emergency Petition. PTNI Petition ¶ 176.

The Receivership/Order has other defects that prevent continuation of the pending order and must also be addressed if any aspect of the receivership continues. One is that there is no mechanism for determining whether or not this temporary receivership may become permanent, or as to its duration. There is no bond or security as was required under Pa. R. Civ. P. 1533 (a)(1) (when entered without a hearing) and 1533 (d)(1) when entered either with or without a hearing. The Order also has no time period or duration, nor any provisions for reporting, appraisal and inventory, compensation, reporting, determination of claims, best method for realizing value, and determination of recommendations and methodology for sale or liquidation as required by 15 Pa. R.Civ.P. § 1533(e), (f), (g). In addition, the Receivership Order as entered is unduly one-sided, specifying the need for approval from Newport but giving no space for any other parties-in-interest, including PTNI and its shareholders to be heard as to proposed actions and liquidations by the receiver.

For all the reasons set out here, and in PTNI's Petition, and in the Memorandum of Law Accompanying PTNI's Petition PTNI respectfully submits that this receivership order of November 19, 2018 should be vacated or stayed, and that Newport's Petition should be denied. PTNI also incorporates in further support of this position, the additional sections of PTNI's Memorandum of Law in Support of its Pending Petition contending that (i) this Court should Strike, Open or Stay the Foreign Judgment as Entered in this Case on May 4, 2018 [Point B. of PTNI's Memorandum of Law in Support of the Pending Petition]; and that (ii) this Court should Vacate, Open or Stay its Order approving the Purported Stipulation of May 10, 2018 [Point C of PTNI's Memorandum of Law in Support of the Pending Petition].

Dated: December 10, 2018

Respectfully submitted,

/s/ Doron A. Henkin, Esq.

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FILED
10 DEC 2018 10:38 pm
Civil Administration
A. LEWANDOWSKI

JEFFREY L. TIMMONS, ESQ.

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November 26, 2018

VIA FEDERAL EXPRESS

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W., Room TW-A325
Washington, D.C. 20554

Attention: Video Division, Media Bureau

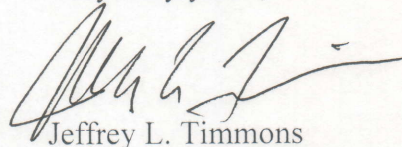
Re: Philadelphia Television Network, Inc. - Resumption of Operation
Low Power Television Station WFGD-LD, Philadelphia, Pennsylvania
(Facility ID No. 168606, LMS File Nos. 0000036988 and 0000055494)

Dear Ms. Dortch:

Philadelphia Television Network, Inc. ("PTNI"), licensee of low power television station WFGD-LD, Philadelphia, Pennsylvania (Facility ID No. 167606, "WFGD"), by its counsel, and pursuant to Section 74.763(b) of the Commission's rules, 47 C.F.R. § 74.763(b), hereby notifies the Commission that WFGD, which has been off-the air pursuant to special temporary authority to be silent (LMS File Nos. 0000036988, as extended by 0000055494), has returned to air on November 25, 2018, on digital Channel 21 with the facilities authorized by special temporary authority (LMS File No. 0000059652) granted October 16, 2018.

Please date-stamp the enclosed extra "FILE" copy of this resumption of operation notification and return it to the undersigned in the enclosed self-addressed stamped envelope. Any questions concerning this filing may be directed to the undersigned.

Very truly yours,



Jeffrey L. Timmons

Cc (by email): Mr. Eugene Cliett
Doron A. Henkin, Esq.
Kathleen Victory, Esq.

ORIGIN ID:SSIA (678) 463-5116
JEFFREY L. TIMMONS, ESQ.
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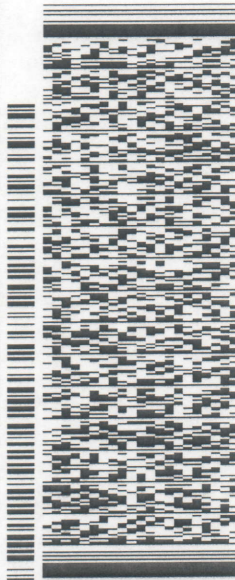
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TO **MARLENE H. DORTCH, SECRETARY**
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(678) 463-5116 REF CLIENT 730PTNWEFG-LD

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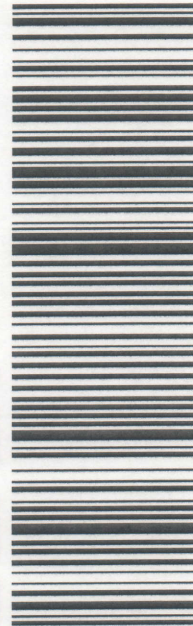


TUE - 27 NOV 3:00P
STANDARD OVERNIGHT

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