

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

In re:	§	
	§	
MILLENNIUM MULTIPLE EMPLOYER	§	Case No. 10-13528
WELFARE BENEFIT PLAN,	§	(Chapter 11)
Debtor.	§	

**APPLICATION OF DEBTOR FOR ENTRY OF AN ORDER APPROVING
AGREEMENT WITH KURTZMAN CARSON CONSULTANTS LLC AND
APPOINTING KURTZMAN CARSON CONSULTANTS LLC AS NOTICE AGENT**

The above-captioned Debtor and Debtor in possession (the “**Debtor**”) hereby applies to this Court, pursuant to this application (the “**Application**”), for the entry of an order substantially in the form submitted herewith, pursuant to section 156(c) of title 28 of the United States Code, section 503(b) of title 11 of the United States Code (11 U.S.C. §§ 101 *et seq.*, the “**Bankruptcy Code**”) and rule 2002 of the of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), approving the Debtor’s services agreement with Kurtzman Carson Consultants LLC (“**KCC**”) and appointing KCC as notice agent (the “**Notice Agent**”) in connection with this chapter 11 case. In further support of this Application, the Debtor respectfully represents as follows:

Summary of Relief Requested

By this Application, the Debtor seeks an order approving and authorizing the Debtor’s employment of KCC as the Notice Agent in this Chapter 11 Case. Due to the large number of potential creditors and parties in interest involved in these cases, retaining KCC to provide these services is the most effective and efficient manner of providing notice in these Bankruptcy Case.

Jurisdiction

APPLICATION OF DEBTOR FOR ENTRY OF AN ORDER APPROVING AGREEMENT
WITH KURTZMAN CARSON CONSULTANTS LLC AND APPOINTING
KURTZMAN CARSON CONSULTANTS LLC AS NOTICE AGENT – PAGE 1



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1. This Court has jurisdiction over these matters pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b).

2. Venue of the Bankruptcy Case in this District is proper under 28 U.S.C. §§ 1408 and 1409.

3. The statutory and rule-based predicates for the relief sought herein are section 156(c) of title 28 of the United States Code, section 503(b) of the Bankruptcy Code and rule 2002 of the Bankruptcy Rules.

Background

4. On the date hereof (the “**Petition Date**”), the Debtor filed with the Court a petition for relief under chapter 11 of the Bankruptcy Code, thereby commencing the case (the “**Bankruptcy Case**”). The Debtor is operating its business and managing its property as Debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in the Bankruptcy Case and, as of the date of the filing of this Application, no official committees have been appointed or designated.

5. The factual background relating to the Debtor’s commencement of the Bankruptcy Case is set forth in detail in the Cocks Affidavit incorporated herein by reference.

Relief Requested

6. By this Application, the Debtor seeks to employ and retain KCC as Notice Agent pursuant to 28 U.S.C. § 156(c) as more fully described below.

7. The Debtor has determined to seek authority from the Court to employ KCC to perform notice services for the Debtor in the Bankruptcy Case upon the terms and conditions contained in that certain KCC Agreement for Services, dated as of June 6, 2010, by and between

KCC and the Debtor (together with all amendments, modifications, renewals thereof and all documents ancillary thereto or otherwise entered into in connection therewith, the “Services Agreement”), a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

8. Debtor has numerous potential creditors. In addition to these creditors, there are many other parties in interest in the Bankruptcy Case. Although the office of the Clerk of the United States Bankruptcy Court for the Western District of Oklahoma (the “Clerk’s Office”) ordinarily would serve notices on the Debtor’s creditors and other parties in interest and administer claims against the Debtor, the Clerk’s Office may not have the resources to undertake such tasks, especially in light of the Debtor’s creditor body and the tight timelines that frequently arise in chapter 11 cases.

9. Because the Debtor believes that retaining KCC as Notice Agent is in the best interests of the Debtor and its estate, the Debtor proposes to engage KCC to act as the Debtor’s Notice Agent. This retention is the most effective and efficient manner of providing notice to the Debtor’s creditors and other parties in interest of the commencement of the Bankruptcy Case and other developments in these Bankruptcy Case.

Qualifications of KCC

10. KCC is a bankruptcy administrator that specializes in providing comprehensive chapter 11 administrative services, including noticing, claims processing, solicitation, ballot tabulation and other related services critical to the effective administration of the Bankruptcy Case. Indeed, KCC has developed efficient and cost-effective methods to properly handle the voluminous mailings associated with the noticing and balloting portions of the Bankruptcy Case

to ensure the orderly and fair treatment of creditors, equity security holders and all parties in interest. Further, KCC will work with the Clerk's Office to ensure that such methodology conforms with all of the Court's procedures and the provisions of any orders entered by this Court.

11. KCC has substantial experience in matters of this size and complexity and has acted as the official notice, claims and solicitation agent in many large bankruptcy cases districts nationwide. *See, e.g., In re Penton Bus. Media Holdings, Inc.*, Case No. 10-10689 (Bankr. S.D.N.Y. Feb. 10, 2010); *In re Uno Rest. Holdings Corp.*, Case No. 1010209 (Bankr. S.D.N.Y. Jan. 20, 2010); *In re EnviroSolutions of New York, LLC, et al.*, Case No. 10-11236 (Bankr. S.D.N.Y. Mar. 10, 2010); *In re Int'l Aluminum Corp.*, Case No. 10-10003 (Bankr. D. Del. Jan. 4, 2010); *In re Magic Brands, LLC, et al.*, Case No. 10-11310 (Bankr. D. Del. April 21, 2010); *In re Regent Communications, Inc.*, Case No. 10-10632 (Bankr. D. Del. March 1, 2010); *In re Black Gaming, LLC*, Case No. 10-13301 (Bankr. D. Nev. 2010); *In re Movie Gallery, Inc., et al.*, Case No. 1030696 (Bankr. E.D. Va. 2010); *In re Morris Publishing Group LLC*, Case No. 10-10134 (Bankr. S.D. Ga. January 19, 2010); *In re Bosque Power Company, LLC*, Case No. 10-60348 (Bankr. W.D. Tex. March 24, 2010); *In re Fleetwood Enters., Inc.*, Case No. 09-14254 (Bankr. C.D. Cal. 2009); *In re Adamar of New Jersey, Inc.*, Case No. 09-20711 (JHW) (Bankr. D.N.J. May 1, 2009).

The Debtor's Agreement with KCC

12. Pursuant to the Services Agreement, KCC will perform various noticing and other services (collectively, the “**Services**”), if necessary, at the request of the Debtor or the Clerk’s Office. Such Services may include, for instance:

- a) complying with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements;
- b) establishing and maintaining a public access web site setting forth pertinent case information and documents relating to this Bankruptcy Case where parties can view pleadings or other documents filed with the Court by the Debtor or other parties without charge during regular business hours;
- c) preparing and serving required notices in the Bankruptcy Case, including:
 - i. notice of the commencement of the Bankruptcy Case and the initial meeting of creditors under Bankruptcy Code section 341(a);
 - ii. a notice of the claims bar date;
 - iii. notices of objections to claims and objections to transfers of claims;
 - iv. notices of hearings on motions filed by the Office of the United States Trustee for the Western District of Oklahoma (the “**U.S. Trustee**”);
 - v. notices of any hearings on a disclosure statement and confirmation of the Debtor’s plan of reorganization; and
 - vi. such other miscellaneous notices as the Debtor or Court may deem necessary or appropriate for an orderly administration of the Bankruptcy Case.
- d) assisting with solicitation of votes and tabulation of ballots in connection with a plan of reorganization; and
- e) providing such other processing, noticing, balloting and administrative services as may be requested from time to time by the Debtor.

13. In addition to the foregoing, KCC will assist with, among other things: (a) maintaining and updating the master mailing lists of creditors; (b) to the extent necessary, gathering data in conjunction with the preparation of the Debtor's schedules of assets and liabilities and statements of financial affairs; and (c) performing other administrative tasks pertaining to the administration of the Bankruptcy Case, as may be requested by the Debtor or the Clerk's Office. KCC will follow the notice and claim procedures that conform to the guidelines promulgated by the Clerk of the Court and the Judicial Conference of the United States and as may be entered by the Court's order.

KCC's Compensation and Disinterestedness

14. The fees to be charged by KCC in connection with the Bankruptcy Case are set forth in the Services Agreement. The Debtor proposes that the cost of KCC's Services be paid from the Debtor's estate as provided by 28 U.S.C. § 156(c) and 11 U.S.C. § 503(b)(1)(A). The Debtor respectfully submits that KCC's rates for its Services in connection with its notice, claims processing and solicitation services are competitive and comparable to the rates charged by their competitors for similar services.

15. As an administrative agent and adjunct to the Court, the Debtor does not believe that KCC is a "professional" whose retention is subject to approval under section 327 of the Bankruptcy Code or whose compensation is subject to approval of the Court under sections 330 and 331 of the Bankruptcy Code. Furthermore, the Debtor respectfully submits that the fees and expenses incurred by KCC are administrative in nature and, therefore, should not be subject to the standard fee application procedures for professionals. Specifically, the Debtor requests authorization to compensate KCC in accordance with the terms and conditions set forth in the

Services Agreement, upon KCC's submission to the Debtor of monthly invoices summarizing in reasonable detail the Services rendered and expenses incurred in connection with services provided by KCC to the Debtor or the Clerk's Office. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the Debtor requests that the fees and expenses of KCC under the Services Agreement be allowed as administrative expenses of the Debtor's estate.

16. Notwithstanding the foregoing, the Debtor has nonetheless requested that KCC conduct a conflicts check to determine whether it meets the "disinterestedness" standard of section 327(a) of the Bankruptcy Code. The results of this conflicts check are set forth in the Affidavit of Albert H. Kass (the "Kass Affidavit") attached hereto as Exhibit A.

17. In reliance on the Kass Affidavit, the Debtor believes that KCC does not hold or represent an interest materially adverse to the Debtor's estates. Further, in reliance on the Kass Affidavit, the Debtor also believes that KCC is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code because its members and employees:

- (a) are not creditors, equity security holders or insiders of the Debtor;
- (b) are not and were not, within two years before the date of filing of the Debtor's chapter 11 petitions, directors, officers or employees of the Debtor; and
- (c) do not have interests materially adverse to the interest of the Debtor's estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in the Debtor, or for any other reason.

18. As part of its retention, KCC agrees, among other things, that:

- (a) KCC will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as the Notice Agent in the Bankruptcy Case;
- (b) by accepting employment in the Bankruptcy Case, KCC waives any rights

to receive compensation from the United States government;

- (c) in its capacity as the Notice Agent in the Bankruptcy Case, KCC will not be an agent of the United States government and will not act on behalf of the United States government; and
- (d) KCC will not employ employees of the Debtor in connection with its work as the Notice Agent in the Bankruptcy Case.

Basis for Relief

19. Bankruptcy Rule 2002 generally regulates what notices must be provided to creditors and other parties in interest in bankruptcy cases. Under Bankruptcy Rule 2002(f), the Court may direct that a person, other than the Clerk of the Court, give notice of the various matters described above.

20. In addition, section 156(c) of title 18 of the United States Code, which governs the staffing and expenses of the Court, expressly authorizes the Court to use facilities other than the Clerk's Office for administration of bankruptcy cases; as follows:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

21. For all of the foregoing reasons, the Debtor believes that the retention of KCC as the Notice Agent in these Bankruptcy Case is in the best interests of the Debtor, its estate and creditors.

Notice

23. Notice of this Application has been given to: (a) the United States Trustee; (b) the Debtor's creditors as set forth in the mailing matrix filed with the Debtor's petition; and (c) all required governmental agencies. In light of the nature of the relief requested, the Debtor submits that no further notice is required.

WHEREFORE, the Debtor respectfully requests for the reasons set forth herein and in the Kass Affidavit that the Court enter an order in substantially the form submitted herewith: (a) granting the relief requested herein; and (b) granting such other and further relief as the Court deems just and proper.

June 9, 2010

Respectfully Submitted,

MILLENNIUM MULTIPLE EMPLOYER WELFARE
BENEFIT PLAN

/s/ Doug Skierski

By: Peter Franklin

State Bar No. 07378000

Doug Skierski

State Bar No. 24008046

Erin K. Lovall

State Bar No. 24032553

Of the Firm:

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*Proposed Counsel for Debtor-in-Possession Millennium
Multiple Employer Welfare Benefit Plan*

-and-

By: /s/ G. Blaine Schwabe, III

G. Blaine Schwabe, III -- OBA #8001

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Of the Firm:

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Proposed Special Counsel for Debtor-in-Possession

Millennium Multiple Employer Welfare Benefit Plan

Telephonic Inquiries on Bankruptcy Case : (877) 499-4521



KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 6th day of June, 2010, between Millennium Multiple Employer Welfare Benefit Plan (together with its affiliates and subsidiaries, the "Company"),¹ and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, "KCC").

In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. KCC agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC's standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the "KCC Fee Structure").

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

E. The Company acknowledges and agrees that KCC will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.



KCC AGREEMENT FOR SERVICES

information were provided by the Company. The Company agrees and understands that KCC shall not provide the Company or any other party with any legal advice.

II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services, expenses and supplies at the rates or prices set by KCC and in effect as of the date of this Agreement in accordance with the KCC Fee Structure. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment. KCC reserves the right to reasonably increase its prices, charges and rates annually. If any price increases exceed 10%, KCC will give thirty (30) days written notice to the Company.

B. The Company agrees to pay the reasonable out of pocket expenses incurred by KCC in connection with services provided under this Agreement, including but not limited to, transportation, lodging, and meals.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to KCC (i) any fees and expenses related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by KCC and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by KCC or paid by KCC to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. However, where total fees and expenses are expected to exceed \$10,000 in any single month, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) as well as certain expenses must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) ("Section 156(c)") and that all fees and expenses due under this Agreement shall be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause a motion to be filed with the Bankruptcy Court seeking entry of an order pursuant to Section 156(c) approving this



KCC AGREEMENT FOR SERVICES

Agreement in its entirety (the "Section 156(c) Order"). The form and substance of the motion and the Section 156(c) Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with Section 156(c) and under the terms of this Agreement.

G. To the extent permitted by applicable law, KCC shall receive a retainer in the amount of \$15,000 (the "Retainer") that may be held by KCC as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC's performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by KCC under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of KCC during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless KCC provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.



KCC AGREEMENT FOR SERVICES

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) negligence or willful misconduct of KCC that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay KCC invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by KCC where KCC reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Section 156(c) Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility under Section 156(c) and this Agreement.

C. Any data, programs, storage media or other materials furnished by the Company to KCC or received by KCC in connection with the services provided under the terms of this Agreement may be retained by KCC until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized KCC's services under this Agreement for a period of at least ninety (90) days, KCC may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Section 156(c) Order, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the KCC data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.



KCC AGREEMENT FOR SERVICES

VIII. BANK ACCOUNTS

At the Company's request, KCC shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to KCC's agreement with financial institutions, KCC may receive compensation from such financial institutions for the services KCC provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY

A. Except as provided herein, KCC's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if KCC has been advised of the possibility of such Losses, whether direct or indirect and unless due to negligence or willful misconduct of KCC, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall KCC's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to KCC for the services contemplated under the Agreement. In no event shall KCC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement.

B. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to KCC.

C. The Company agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

X. FORCE MAJEURE

Whenever performance by KCC of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond KCC's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.



KCC AGREEMENT FOR SERVICES

XI. INDEPENDENT CONTRACTORS

The Company and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC
2335 Alaska Ave.
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133

Millennium Multiple Employer Welfare Benefit
Plan
3205 Walker Drive
Richardson, TX 75082
Attn: Jonathan Cocks
Tel: 972-690-3552
Fax: 972-690-3552

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.



KCC AGREEMENT FOR SERVICES

XV. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

XVI. DISPUTE RESOLUTION

Jurisdiction of any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall remain with the Bankruptcy Court during the pendency of the Chapter 11 Filing.

XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants LLC

BY:
TITLE:

DATE:

Company

A handwritten signature in dark ink, appearing to read 'Jonathan Cocks', is written over a horizontal line. The signature is stylized and fluid.

BY: Jonathan Cocks
TITLE: Chairman

DATE: June 6, 2010



KCC CORPORATE RESTRUCTURING FEE STRUCTURE

FEES

Consulting Services & Rates¹

<u>Position</u>	<u>Avg. Rate</u>	<u>Hourly Rate</u>
Clerical	\$50.00	\$40.00-\$60.00
Project Specialist	\$110.00	\$80.00-\$140.00
Technology/Programming Consultant	\$165.00	\$140.00-\$190.00
Consultant	\$192.50	\$165.00-\$220.00
Senior Consultant	\$250.00	\$225.00-\$275.00
Senior Managing Consultant	\$295.00	\$295.00
Weekend, holidays and overtime	Waived	Waived

EXPENSES²

Claims Management & Administration

Database and System Access (Unlimited users)	\$0.10 per record per month
Case-specific public website hosting	\$200.00 per month
Creditor import	\$0.10 per creditor
Proof of Claim input	\$0.15 per claim

Notice Printing & Publication Services

Set-up	Waived
Printing, photocopies and labels	\$0.10 per image
Electronic noticing (e-mail)	\$100.00 per 1,000
Electronic noticing (domestic facsimile)	\$0.20 per page
Claim Acknowledgement Card	\$0.25 per notice
Insert creditor information into customized documents	\$0.10 per piece
Document folding and inserting	\$0.10 per document
Finishing – tape binding ³	\$1.25 per document
Legal notice publishing	Quote prior to publishing

¹ Please note that additional professional services not covered by this proposal will be charged at hourly rates, including any outsourced services performed under our supervision and control.

² Expenses shall be consistent with the general practice procedures authorized in the District of _____.

³ This is an optional service for documents exceeding 200 images.



KCC CORPORATE RESTRUCTURING FEE STRUCTURE

Document Management/Imaging

Electronic imaging (scanning & bar-coding)	\$0.30 per imaged page
Virtual data room	Quote prior to VDR set-up
CD-ROMs (Mass Document Storage)	Varies upon requirements

Call Center Services

Case-specific voice-mail box for creditors	Waived
Interactive Voice Response ("IVR")	\$1,500 set up \$0.34 per minute
Monthly maintenance charge	\$100 per month
Management of Call Center	Standard hourly rates

Solicitation & Vote Tabulation

Set-up, tabulation and vote verification	Applicable consulting fees only
Printing and mailing ballots	Subject to unit pricing for mailing and noticing above

Public Securities Services

Quotes for the following services are available upon request:

- Notice Event
- Voting Event
- **Voting and Corporate Action Event**
- Security Holder Identification Report

Disbursements

Check issuance	Quote prior to printing
W-9 mailing and maintenance of TIN database	See hourly rates and noticing charges



KCC CORPORATE RESTRUCTURING FEE STRUCTURE

Standard and Customized Reporting

The following services are available at consulting rates:

- Preparation of Service Lists
- Preparation of Claims Registers & Claims Reports
- Claims Reconciliation
- Preparation of Claims Objection Exhibits
- Custom Data Extraction & Forensics
- Preference Data Compilation
- Preparation of Schedules & SOFA
- Preparation of Ballot Tabulations/Disbursements Reports
- Contract and Lease Analysis
- Preparation of Claim Transfer Reports
- Preparation of Exhibits to Plan and Disclosure Statement
- Preparation of Custom Reports
- Other Services as Requested by Client



May 7, 2010

Doug Skierski
Franklin Skierski Lovall Hayward LLP
10501 N Central Expressway Suite 106
Dallas, TX 75231

Re: Claims Administration & Noticing Services for New Matter

Dear Doug:

We appreciate the opportunity to submit this proposal to provide comprehensive claims-administration services for your new matter. Kurtzman Carson Consultants (KCC) serves as the court-appointed claims and noticing agent in Chapter 11 cases pending throughout the United States. Our unique approach helps streamline the administrative aspects of a corporate restructuring case and reduce the administrative burdens on professionals involved in the process.

Our parent company, Computershare – a global market leader in transfer agency and share registration, employee equity plans, proxy solicitation and stakeholder communications, enables KCC to offer its clients solutions such as expanded document production services that can handle hundreds of millions of documents, proxy solicitation solutions, and international reach with 11,000 employees across offices throughout the U.S., Europe, Asia and Australia.

KCC's team assists clients with the following:

Contingency-Planning Services

KCC's team of Consultants assists with, among other tasks: creditor-matrix compilation, relevant notice party list creation, Schedules and SOFA preparation and the design and execution of first-day noticing campaigns. In addition, KCC creates and hosts a case-specific website to provide access to information and documents to creditors and to the general public upon filing of a Chapter 11 case. To view examples of our active case websites, visit kccllc.net.

Claims-Administration Services

As part of the claims-administration process, KCC creates and distributes personalized claim forms to creditors and other interested parties. Once date-stamped and scanned into KCC CaseView, claims can be easily located and claim-activity reports can be quickly generated by KCC's clients and their professionals.

KCC also coordinates receipt of proof of claims filed with the Court, provides secure storage for all original proofs of claim, and maintains the official claims register. If needed, KCC's experienced team can help facilitate the claims-reconciliation and generate necessary reports to be used as exhibits for claim objections. Where necessary, KCC records claim transfers and provides required notice to all affected parties.

Public-Securities Identification

KCC assists with administering complex transactions involving publicly traded securities. We identify appropriate shareholders to receive notices as well as distributing solicitation procedures for securities voting. Serving as an information agent for exchange and tender offers, KCC can also facilitate rights offerings/subscriptions, consents and treatment elections.



Cross-Border Insolvency Support Services

KCC offers claims administration and noticing services for companies facing domestic U.S. restructuring with international reorganization implications. With resources in Europe, Germany, Russia and Ireland, Computershare offers KCC scalable, multi-lingual call center support, document production, fulfillment, noticing and disbursement services.

Virtual Data Room Services

KCC offers its virtual data room (VDR) solutions to help expedite contract review, streamline asset sales or facilitate legal proceedings in conjunction with the restructuring. Our flexible solutions provide a centralized document repository for authorized users to access at any time from any location.

Noticing Services

KCC helps create, manage, produce and distribute all notices on-time, every time. Through our end-to-end document production services, KCC offers a seamless production operation that works collaboratively with your in-house resources. KCC is the only claims agent with its own production facility in Memphis, Tennessee that offers exclusive shipping discounts to clients through our partnership with FedEx, the latest document submission times in the industry, and experienced production specialists who have been specifically trained to handle the intricacies of Chapter 11 case documentation and noticing. KCC's team works closely with the company and its professionals to distribute all necessary notices and other pleadings – including first-day documents, creditor-meeting notices, bar-date notices and plan and disclosure statement notices – in a timely fashion. If needed, KCC can assist with a media plan, including placement of legal notices in newspapers, trade journals and other publications to reach key audiences. We also prepare Affidavits of Service for filing with the Court to document the distribution of notices.

Solicitation and Ballot-Tabulation Services

KCC devises appropriate strategies to ensure efficient and effective solicitation procedures. The team facilitates the design and printing of customized ballots and coordinates investor outreach initiatives. After ballots are mailed and returned, KCC Consultants track the voting process, offer insight into voting trends and provide access to final results.

Disbursement Services

As Disbursing Agent, KCC manages a designated bank account, calculates appropriate distribution amounts for each recipient and coordinates the disbursement of proceeds to creditors. The KCC team helps to develop a sound approach to the distribution process and to keep track of all disbursement activity; authorized users of KCC CaseView can access disbursement reports that include details of recipient data and bank account activity.

KCC continues to meet the market demand with expanded capacity in Los Angeles, Memphis and New York and with our growing staff in key areas such as Consulting, Production, Operations and Technology. Along with the global resources of our parent company, Computershare, we are uniquely positioned to expertly handle your new matter immediately. We always appreciate the opportunity to submit a proposal and hope to add value as a member of your team. I look forward to hearing from you soon. In the meantime, please review our attached fee structure and services agreement and feel free to contact me with any questions.

Thank you for your time and consideration of KCC.

Regards,

A handwritten signature in cursive script, appearing to read 'Nellwyn Voorhies'.

Nellwyn Voorhies
Director

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

In re:

**MILLENNIUM MULTIPLE EMPLOYER
WELFARE BENEFIT PLAN,**

Debtor.

)
)
)
)
)
)

**Case No. 10-_____ - _____
(Chapter 11)**

**AFFIDAVIT OF ALBERT H. KASS IN SUPPORT OF APPLICATION
OF DEBTOR FOR AN ORDER APPROVING AGREEMENT
WITH KURTZMAN CARSON CONSULTANTS LLC AND APPOINTING
KURTZMAN CARSON CONSULTANTS LLC AS NOTICE AGENT**

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

Albert H. Kass, being duly sworn, deposes and says:

1. I am the Vice President of Corporate Restructuring Services of Kurtzman Carson Consultants LLC ("KCC"), chapter 11 administrative claims consultants, notice agents and analysts, whose offices are located at 2335 Alaska Avenue, El Segundo, California 90245. I submit this affidavit in support of the application (the "Application") of the above-captioned debtor and debtor in possession (the "Debtor") for entry of an order authorizing the retention and employment of KCC as notice agent for the Debtor. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

2. KCC is a bankruptcy administrator that specializes in providing comprehensive chapter 11 administrative services, including noticing, claims processing, solicitation, ballot tabulation and other related services critical to the effective administration of chapter 11 cases. Indeed, KCC has developed efficient and cost-effective methods to properly handle the voluminous mailings associated with the noticing, claims processing and balloting portions of

chapter 11 cases to ensure the orderly and fair treatment of creditors, equity security holders and all parties in interest. Further, KCC will work with the Clerk's Office to ensure that such methodology conforms with all of the Court's procedures, the Local Rules and the provisions of any orders entered by this Court.

3. KCC has substantial experience in matters of this size and complexity and has acted as the official notice, claims and solicitation agent in many large bankruptcy cases nationwide. *See, e.g., In re Penton Bus. Media Holdings, Inc.*, Case No. 10-10689 (Bankr. S.D.N.Y. Feb. 10, 2010); *In re Uno Rest. Holdings Corp.*, Case No. 10-10209 (Bankr. S.D.N.Y. Jan. 20, 2010); *In re EnviroSolutions o/New York, LLC, et al.*, Case No. 10-11236 (Bankr. S.D.N.Y. Mar. 10, 2010); *In re Int'l Aluminum Corp.*, Case No. 10-10003 (Bankr. D. Del. Jan. 4, 2010); *In re Magic Brands, LLC, et al.*, Case No. 10-11310 (Bankr. D. Del. April 21, 2010); *In re Regent Communications, Inc.*, Case No. 10-10632 (Bankr. D. Del. March 1, 2010); *In re Black Gaming, LLC*, Case No. 10-13301 (Bankr. D. Nev. 2010); *In re Movie Gallery, Inc., et al.*, Case No. 10-30696 (Bankr. E.D. Va. 2010); *In re Morris Publishing Group LLC*, Case No. 10-10134 (Bankr. S.D. Ga. January 19, 2010); *In re Bosque Power Company, LLC*, Case No. 10-60348 (Bankr. W.D. Tex. March 24, 2010); *In re Fleetwood Enters., Inc.*, Case No. 09-14254 (Bankr. C.D. Cal. 2009); *In re Adamar of New Jersey, Inc.*, Case No. 09-20711 (JHW) (Bankr. D.N.J. May 1, 2009).

4. KCC is well qualified to serve as the Debtor's noticing agent in connection with the bankruptcy case. KCC is fully equipped to handle the volume involved in properly sending the required notices to creditors and other interested parties. KCC will comply with all requests of the Clerk of the Court and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

5. Pursuant to the Agreement of Services dated June ___, 2010, a copy of which is attached hereto as Exhibit 1 (the "Services Agreement"), KCC will perform various noticing and other services, if necessary, at the request of the Debtor or the Clerk's Office. Such services may include, for instance:

- a) complying with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements;
- b) establishing and maintaining a public access web site setting forth pertinent case information and documents relating to this Bankruptcy Case where parties can view pleadings or other documents filed with the Court by the Debtor or other parties without charge during regular business hours;
- c) preparing and serving required notices in the Bankruptcy Case, including:
 - i. notice of the commencement of the Bankruptcy Case and the initial meeting of creditors under Bankruptcy Code section 341(a);
 - ii. a notice of the claims bar date;
 - iii. notices of objections to claims and objections to transfers of claims;
 - iv. notices of hearings on motions filed by the Office of the United States Trustee for the Western District of Oklahoma (the "U.S. Trustee");
 - v. notices of any hearings on a disclosure statement and confirmation of the Debtor's plan of reorganization; and
 - vi. such other miscellaneous notices as the Debtor or Court may deem necessary or appropriate for an orderly administration of the Bankruptcy Case.
- d) assisting with solicitation of votes and tabulation of ballots in connection with a plan of reorganization; and
- e) providing such other processing, noticing, balloting and administrative services as may be requested from time to time by the Debtor.

6. In addition to the foregoing, if necessary, KCC will assist with, among other things:
(a) maintaining and updating the master mailing lists of creditors; (b) to the extent necessary,

gathering data in conjunction with the preparation of the Debtor's schedules of assets and liabilities and statements of financial affairs; and (c) performing other administrative tasks pertaining to the administration of the chapter 11 cases, as may be requested by the Debtors or the Clerk's Office. KCC will follow the notice and claim procedures that conform to the guidelines promulgated by the Clerk of the Court and the Judicial Conference of the United States and as may be entered by the Court's order.

7. KCC has no agreement with any entity to share with such entity (other than employees, contractors and affiliates) any compensation received by KCC in connection with the bankruptcy case. KCC will maintain reasonably detailed records of any actual and necessary costs and expenses incurred in connection with the aforementioned services.

8. The Services Agreement sets forth the fees KCC charges for the services it will provide to the Debtor. The proposed compensation arrangement is consistent with, and typical of, arrangements of KCC and its competitor firms to provide noticing agent services in chapter 11 cases.

9. KCC requests that the Debtor pay its fees and expenses in accordance with the terms of the Services Agreement. KCC will submit invoices summarizing, in reasonable detail, the services and expenses for which compensation is sought.

10. The amounts charged by KCC in connection with this appointment will not exceed the amounts set forth in the Services Agreement, except to the extent such amounts are subject to ordinary increase in accordance with KCC's established billing practices and procedures. These rates are at least as favorable as the prices KCC charges in other chapter 11 cases in which the firm has been retained to perform similar services.

11. The Debtor has provided KCC with a security a retainer in the amount of \$15,000, which will be held by KCC during the chapter 11 case solely for the payment of expenses incurred under the Services Agreement. Although the Debtor does not propose to retain KCC under section 327 of the Bankruptcy Code, KCC has nonetheless conducted a conflicts analysis and, to the best of

its knowledge, KCC neither holds nor represents an interest materially adverse to the Debtor's estate nor has a material connection to the Debtor, its creditors or their related parties with respect to any matter for which KCC will be employed. KCC may have relationships with certain of the Debtor's creditors as vendors or in connection with cases in which KCC serves or has served in a neutral capacity as claims and noticing agent for another chapter 11 debtor. To the best of my knowledge, such relationships are materially unrelated to the Debtor's chapter 11 cases. In addition, KCC personnel may have relationships with some of the Debtor's creditors or other parties in interest. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal financial nature and completely unrelated to these chapter 11 cases. KCC has and will continue to represent clients in matters materially unrelated to these chapter 11 cases. In addition, KCC has had and will continue to have relationships in the ordinary course of its business with certain vendors, professionals and other parties in interest that may be involved in the Debtor's case in matters unrelated to the case.

12. KCC is an indirect subsidiary of Computershare Limited. Computershare Limited is a financial services and technologies provider for the global securities industry. Within the Computershare corporate structure, KCC operates as a separate, segregated business unit. As such, any relationships that Computershare Limited and its affiliates maintain do not create an interest of KCC that would be materially adverse to the Debtor's estate or any class of creditors or equity security holders. Administar, a claims and noticing agent, is also an indirect subsidiary of Computershare Limited. On June 10, 2009, the marketing and operation of Administar's restructuring services were consolidated under KCC.

13. Other than as disclosed herein, to the best of my knowledge and belief, insofar as I have been able to ascertain after research and inquiry, I believe that KCC does not hold or represent an interest materially adverse to the Debtor's estate. To the best of my knowledge and belief, insofar as I have been able to ascertain after research and inquiry, I believe that KCC is a "disinterested

person” as that term is defined in section 101(14) of the Bankruptcy Code in that its members and employees:

- (a) are not creditors, equity security holders or insiders of the Debtor;
- (b) are not and were not, within two years before the date of filing of the Debtor’s chapter 11 petition, directors, officers or employees of the Debtor; and
- (c) do not have interests materially adverse to the interest of the Debtor’s estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in the Debtor, or for any other reason.

13. On behalf of KCC, I represent that:

- (a) KCC will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as the notice agent in this chapter 11 case;
- (b) by accepting employment in this chapter 11 case, KCC waives any rights to receive compensation from the United States government;
- (c) in its capacity as the notice agent in this chapter 11 case, KCC will not be an agent of the United States government and will not act on behalf of the United States government; and
- (d) KCC will not employ any employees of the Debtor in connection with its work as the notice agent in this chapter 11 case.

14. Should KCC discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, KCC will use reasonable efforts to file promptly a supplemental affidavit.

15. KCC will comply with all requests of the Clerk of the Court and follow the guidelines promulgated by the Judicial Conference of the United States for the implementation of section 156(c) of title 28 of the United States Code, 28 U.S.C. § 156(c).

[Remainder of page intentionally left blank]

I declare under the penalty of perjury under applicable law that the foregoing is true and correct and that this affidavit was executed on June 8, 2010, at El Segundo, California.



Albert H. Kass
Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, California 90245

State of California
County of Los Angeles

Subscribed and sworn to before me on this 8th day
of June, 2010, by Albert H. Kass, proved to me on the
basis of satisfactory evidence to be the person who
appeared before me.

