

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

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 In re:)
)
RICHFIELD EQUITIES, L.L.C.,) Chapter 11
) Case No. 12-33788
 a Michigan limited liability company,) Honorable Daniel S. Opperman
)
 Debtor.)
 ----- x

In re:)
)
RICHFIELD LANDFILL, INC.,) Chapter 11
) Case No. 12-33789
 a Michigan corporation,) Honorable Daniel S. Opperman
)
 Debtor.)
 ----- x

In re:)
)
RICHFIELD MANAGEMENT, L.L.C.,) Chapter 11
) Case No. 12-33790
 a Michigan limited liability company,) Honorable Daniel S. Opperman
)
 Debtor.)
 ----- x

In re:)
)
WASTE AWAY DISPOSAL, L.L.C.,) Chapter 11
) Case No. 12-33791
 a Michigan limited liability company,) Hon. Daniel S. Opperman
)
 Debtor.) *Joint Administration Requested*
 ----- x

**FIRST DAY MOTION FOR ENTRY OF AN ORDER
 PURSUANT TO 28 U.S.C. §156(c) AND BANKRUPTCY RULE 2002 AUTHORIZING
 EMPLOYMENT AND RETENTION OF KURTZMAN CARSON CONSULTANTS
 LLC AS CLAIMS, NOTICING, AND BALLOTING AGENT
NUNC PRO TUNC TO THE PETITION DATE**



Richfield Equities, L.L.C. ("REQ"), Richfield Landfill, Inc. ("Landfill"), Richfield Management, L.L.C., Inc. ("Management"), and Waste Away Disposal, L.L.C. f/k/a Richfield Capital, L.L.C. ("Waste Away" and, together with, REQ, Landfill and Management, the "Debtors"), as debtors and debtors in possession in the above-captioned chapter 11 cases, for their Motion for Entry of an Order Pursuant to 28 U.S.C. §156(c) and Bankruptcy Rule 2002 Authorizing Employment and Retention of Kurtzman Carson Consultants LLC as Claims, Noticing and Balloting Agent (the "**Motion**"), state as follows:

Jurisdiction

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334.
2. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).
3. Venue of this proceeding and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

Background

4. On the date hereof (the "Petition Date"), the Debtors each filed a voluntary petition for relief under title 11 of the United States Code, 11 U.S.C. §§ 101-1531 (the "Bankruptcy Code"). The Debtors are continuing in possession of their property and are operating and managing their businesses, as debtors-in-possession, pursuant to sections 1107 and 1108 of the Bankruptcy Code.

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

6. The factual background supporting this Motion and relating to the Debtors' commencement of their chapter 11 cases (the "Chapter 11 Cases") is set forth in detail in the Affidavit of Bernhard Rumbold in Support of Chapter 11 Petitions and First Day Pleadings and Requests (the "First Day Affidavit")¹.

Relief Requested

7. The Debtors seek to retain and employ Kurtzman Carson Consultants LLC ("KCC") in connection with these Chapter 11 Cases pursuant to the terms set forth in the proposed engagement agreement (the "Engagement Agreement"), attached hereto as **Exhibit 3** and the Declaration of Albert Kass, Vice President of Corporate Restructuring Services for KCC attached as **Exhibit 2**.

Basis for Relief Requested

8. The relief requested herein is appropriate under 28 U.S.C. § 156(c), which governs staffing and expenses of the Court and states in pertinent part:

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 out of the assets of the estate and are not charged to the United States.

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the First Day Affidavit.

28 U.S.C. § 156(c).

9. The Debtors have identified thousands of entities or persons to which notice must be given for various purposes, making utilization of an outside claims and noticing agent appropriate in these cases. Noticing and receiving, docketing and maintaining proofs of claim would impose heavy administrative and other burdens upon the Court and the Office of the Clerk of the United States Bankruptcy Court for the Eastern District of Michigan (the "Clerk's Office"). Preparing and serving the notices on all such creditors and parties in interest and docketing and maintaining the large number of proofs of claim that may be filed in these cases may strain the resources of the Clerk's Office.

10. The Debtors respectfully submit that the Debtors' engagement of an independent third party to perform such services is the most effective and efficient manner by which to perform, among other things, the following tasks: (i) transmit certain notices to creditors and parties in interest in these cases, (ii) receiving, docketing, maintaining, photocopying and transmitting proofs of claim in these cases, (iii) overseeing the distribution of solicitation material, (iv) receiving, reviewing and tabulating ballots, and (v) performing other administrative tasks such as maintaining creditor lists and mailing addresses.

11. Accordingly, the Debtors propose to engage KCC to perform these tasks in these cases.

Scope of KCC's Services

12. The Debtors seek to engage KCC to, among other things, (i) transmit certain notices to creditors and parties in interest in these cases, (ii) receiving, docketing, maintaining photocopying and transmitting proofs of claim in these cases, (iii) overseeing the distribution of solicitation material (iv) receiving, reviewing and tabulating ballots, and (v) performing other administrative tasks such as maintaining creditor lists and mailing addresses. If KCC is not engaged, then the Debtors may have to divert substantial manpower to, or employ professionals to, among other tasks, manage the claims process and implement the plan solicitation process.

13. Pursuant to the Engagement Agreement, KCC may provide the following services to the Debtors:

- a. Prepare and serve required notices in these Chapter 11 Cases, such as:
 - (1) notice of the commencement of these Chapter 11 Cases and the initial meeting of creditors pursuant to § 341(a) of the Bankruptcy Code;
 - (2) notice of the claims bar date, if any;
 - (3) notice of objections to claims;
 - (4) notice of any hearings on a disclosure statement and confirmation of a plan of reorganization; and
 - (5) other miscellaneous notices to any entities, as the Debtors may deem necessary or appropriate for an orderly administration of these Chapter 11 Cases;
- b. After the mailing of a particular notice, prepare for filing with the Bankruptcy Court a certificate or affidavit of service that includes a copy of the notice involved, an alphabetical list of persons to whom the notice was mailed, and the date and manner of mailing;
- c. Receive and record proofs of claim and proofs of interest filed;

- d. Create and maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
 - (1) the name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent, and the entity(ies) against which such claim was filed;
 - (2) the date received;
 - (3) the claim number assigned;
 - (4) the asserted amount and classification of the claim;
 - (5) implement necessary security measures to ensure the completeness and integrity of the claims registers; and
 - (6) transmit to the Clerk's Office a copy of the claims registers upon request and at agreed upon intervals;
- e. Act as balloting agent which will include the following services:
 - (1) print ballots including the printing of color-coded, creditor- and shareholder-specific ballots;
 - (2) prepare voting reports by plan class, creditor or shareholder and amount for review and approval by the Debtors;
 - (3) coordinate mailing of ballots, disclosure statement and plan of reorganization or other appropriate materials to all voting and nonvoting parties and provide affidavit of service;
 - (4) establish a telephone contact number to receive questions regarding voting on the plan; and
 - (5) receive and tabulate ballots, inspect ballots for conformity to voting procedures, date stamp and number ballots consecutively, provide computerized balloting database services and certify the tabulation results;
- f. maintain an up-to-date mailing list for all entities that have filed a proof of claim or proof of interest, which list shall be available upon request of a party in interest or the Clerk's Office;
- g. Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours;
- h. Record all transfers of claims pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rule

3001(e)) and provide notice of such transfers as required by Bankruptcy Rule 3001(e);

- i. Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements;
- j. Promptly comply with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe; and
- k. Perform such other administrative and support services related to noticing, claims, docketing, solicitation and distribution as the Debtors may reasonably request and which Servicing Agent may agree to perform, including but not limited to, providing administrative support services with respect to the Debtors' information assembly and dissemination/distribution functions.

14. The employment of KCC will: (a) relieve the Clerk's Office of a significant administrative burden, (b) avoid delay in processing proofs of claim and interests, (c) reduce legal fees that would be otherwise incurred in connection with the services and (d) reduce costs of notice to parties and provide an efficient medium to communicate case information. In addition, the Debtors' management and professionals will coordinate responsibilities with KCC to ensure that no unnecessary duplication of services occurs.

15. The Debtors further propose that KCC be permitted to act as a noticing agent for any official committees formed in this case. Any noticing expenses incurred by an official committee will become an obligation of the Debtors' estates. Accordingly, Debtors believe it will be most efficient to permit KCC to provide noticing services to any such official committee as well as to the Debtors.

KCC's Qualifications

16. KCC is well qualified to perform claims processing and the various services set forth in the Engagement Agreement. KCC specializes in providing data

processing and noticing services to chapter 11 debtors in connection with administration and reconciliation of claims, as well as administration of plan balloting.

17. KCC has provided identical or substantially similar services in many other chapter 11 cases in this and a variety of other jurisdictions. *See, e.g., In re Capitol Bancorp Ltd.*, Case No. 12-58409 (Bankr. E.D. Mich. 2012); *In re Energy Conversion Devices, Inc.*, Case No. 12-43166 (Bankr. E.D. Mich. 2012); *In re Checker Motors Corp.*, Case No. 09-00358 (Bankr. W.D. Mich. 2009); *In re Contech U.S., LLC, et al.*, Case No. 09-42392 (Bankr. E.D. Mich. 2009); *In re North Oakland Medical Center (Pontiac General Hospital)*, Case No. 08-60731 (Bankr. E.D. Mich. 2008); *In re Sturgis Iron & Metal Co., Inc.*, Case No. 08-02966 (Bankr. W.D. Mich. 2008); *In re BHM Technologies Holdings, Inc., et al.*, Case No. 08-04413 (Bankr. W.D. Mich. 2008); *In re Greektown Holdings, LLC, et al.*, Case No. 08-53104 (Bankr. E.D. Mich. 2008); *In re Pine River Plastics, Inc.*, Case No. 07-42051 (Bankr. E.D. Mich. 2007); *In re Collins & Aikman Corp., et al.*, Case No. 05-55927 (Bankr. E.D. Mich. 2005).²

² *See also In re Giordano's Enter., Inc., et al.*, Case No. 11-06098 (Bankr. N.D. Ill. 2011); *In re Gas City, Ltd., et al.*, Case No. 10-47879 (Bankr. N.D. Ill. 2010); *In re AMCORE Financial, Inc.*, Case No. 10-37144 (Bankr. N.D. Ill. 2010); *In re XMH Corp.1 (f/k/a Hartmarx Corp.)*, et al., Case No. 09-02046 (Bankr. N.D. Ill. 2009); *In re Trident Microsystems, Inc., et al.*, Case No. 12-10069 (Bankr. D. Del. 2012); *In re AES Eastern Energy, L.P., et al.*, Case No. 11-14138 (Bankr. D. Del. 2011); *In re William Lyon Homes, et al.*, Case No. 11-14019 (Bankr. D. Del. 2011); *In re PMI Group, Inc.*, Case No. 11-13730 (Bankr. D. Del. 2011); *In re Blitz U.S.A., Inc.*, Case No. 11-13603 (Bankr. D. Del. 2011); *In re Filene's Basement, LLC*, Case No. 11-13511 (Bankr. D. Del. 2011); *In re NewPage Corp., et al.*, Case No. 11-12804 (Bankr. D. Del. 2011); *In re DSI Holdings, Inc., et al.*, Case No. 11-11941 (Bankr. D. Del. 2011); *In re Nebraska Book Co., Inc., et al.*, Case No. 11-12005 (Bankr. D. Del. 2011); *In re Alexander Gallo Holdings, LLC, et al.*, Case No. 11-14220 (Bankr. S.D.N.Y. 2011); *In re Marco Polo Seatrade B.V., et al.*, Case No. 11-13634 (Bankr. S.D.N.Y. 2011); *In re MSR Resort Golf Course LLC, et al.*, Case No. 11-10372 (Bankr. S.D.N.Y. 2011); *In re Great Atl. & Pac. Tea*

Compensation

18. The Debtors propose to retain KCC at the rates set forth in the Engagement Agreement. The Debtors and KCC (subject to the Court's authorization hereof) agree that KCC will bill the Debtors monthly for services rendered to the Debtors during the preceding month other than with respect to certain services which may require pre-payment under the Engagement Agreement. The Debtors believe that the proposed rates to be charged by KCC are reasonable and appropriate for services of this nature. Pursuant to section 503(b)(1)(A) of title 11 of the Bankruptcy Code, the Debtors hereby request that the fees to be charged by KCC together with its necessary and actual expenses (including time and expenses incurred prior to the Petition Date in preparing for these cases for filing, if any) be allowed as administrative expenses of the Debtors' estates.

19. As part of the overall compensation payable to KCC under the terms of the Engagement Agreement, the Debtors have agreed to certain limitations of liability and indemnification obligations as described in the Engagement Agreement.

20. If KCC's services are terminated, KCC shall perform its claims processing duties until a complete transition with the Clerk's Office or any successor claims agent occurs in accordance with the procedures set forth in the Engagement Agreement.

21. The Debtors respectfully submit that the fees and expenses to be incurred by KCC are administrative in nature and, therefore, should not be subject to the

Co., Case No. 10-24549 (Bankr. S.D.N.Y. 2010); *In re Vertis Holdings, Inc.*, Case No. 10-16170 (Bankr. S.D.N.Y. 2010).

standard fee application procedures for professionals. Specifically, the Debtors request authorization to compensate KCC on a monthly basis, in accordance with the terms of the Engagement Agreement, upon KCC's submission to the Debtors, United States Trustee and counsel for any official committees to be formed in these cases of invoices summarizing in reasonable detail the services rendered and expenses incurred in connection with services provided by KCC. The Debtors further propose that any official committee and the United States Trustee have fifteen (15) days from service of a monthly invoice to object to payment of the invoice by the Debtors, and that in the event any such objection cannot be resolved by the parties, that the Debtors shall schedule the objection for hearing.

22. KCC will comply with all requests of the Clerk's Office and follow the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

KCC's Disinterestedness

23. Although the Debtors do not propose to retain KCC under Section 327 of the Bankruptcy Code, to the best of the Debtors' knowledge, and as disclosed in the attached Declaration, the officers and employees of KCC: (a) do not have any material adverse connection with the Debtors, the Debtors' creditors or any other party in interest or their respective attorneys and accountants, the United States Trustee or any person employed in the office of the United States Trustee; and (b) do not hold or represent an interest materially adverse to the Debtors' estates. Because of the ministerial nature of the duties performed by KCC and the confidentiality clause in the

Engagement Agreement, KCC may, however, provide services to entities or persons that may be creditors or parties in interest in these Chapter 11 Cases, which services do not relate to, or have any direct connection with these Chapter 11 Cases or the Debtors.

24. To the best of the Debtors' knowledge, KCC is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that its officers and employees:

- a. are not creditors, equity security holders or insiders of the Debtors.
- b. are not and were not, within two years before the date of the filing of the Debtors' Chapter 11 petition, directors, officers or employees of the Debtors; and
- c. do not have an interest materially adverse to the interests of the Debtors' 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 Debtors.

25. Prior to the Petition Date, KCC performed certain professional services for the Debtors. The Debtors do not owe KCC any amount for services performed or expenses incurred prior the Petition Date other than in connection with preparation of the filing of the Chapter 11 Cases.

Notice

26. Consistent with L.B.R. 9013-1 (E.D.M.), notice of this Motion has been given to: (i) the Office of the United States Trustee, (ii) counsel for Debtors' prepetition secured lender, (iii) all other secured creditors, (iv) those parties included on the Debtors' proposed motion to institute a special service matrix; and (v) the 20 largest unsecured creditors of Debtors. In light of the relief requested herein, the Debtors submit that no further notice is necessary or required.

No Prior Application

27. No previous motion for the requested relief has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form attached as **Exhibit 1**, and granting such further relief as the Court deems appropriate.

September 18, 2012

CARSON FISCHER, P.L.C.

/s/ Christopher A. Grosman

Joseph M. Fischer (P13452)

Robert A. Weisberg (P26698)

Christopher A. Grosman (P58693)

4111 Andover Road

West - Second Floor

Bloomfield Hills, Michigan 48302

Telephone: (248) 644-4840

Facsimile: (248) 644-1832

E-mail: JFischer@CarsonFischer.com

RWeisberg@CarsonFischer.com

CGrosman@CarsonFischer.com

Proposed Counsel for the Debtor

Exhibit 1

Proposed Order

UNITED STATES BANKRUPTCY COURT
 EASTERN DISTRICT OF MICHIGAN
 SOUTHERN DIVISION

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 In re:)
)
RICHFIELD EQUITIES, L.L.C.,) Chapter 11
 a Michigan limited liability company,) Case No. 12-33788
) Honorable Daniel S. Opperman
)
 Debtor.)
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In re:)
) Chapter 11
RICHFIELD LANDFILL, INC.,) Case No. 12-33789
 a Michigan corporation,) Honorable Daniel S. Opperman
)
 Debtor.)
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In re:)
) Chapter 11
RICHFIELD MANAGEMENT, L.L.C.,) Case No. 12-33790
 a Michigan limited liability company,) Honorable Daniel S. Opperman
)
 Debtor.)
 ----- x

In re:)
) Chapter 11
WASTE AWAY DISPOSAL, L.L.C.,) Case No. 12-33791
 a Michigan limited liability company,) Hon. Daniel S. Opperman
)
 Debtor.) *Joint Administration Requested*
 ----- x

**FIRST DAY ORDER AUTHORIZING EMPLOYMENT AND RETENTION
 OF KURTZMAN CARSON CONSULTANTS LLC
AS CLAIMS, NOTICING AND BALLOTING AGENT**

Upon the Motion (the "**Motion**")¹ of the Debtors for an Order pursuant to 28 U.S.C. § 156(c) and Bankruptcy Rule 2002 Authorizing Employment and Retention of Kurtzman Carson Consultants LLC as Claims, Noticing and Balloting Agent; and upon the Kass Declaration; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice need be provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefore;

IT IS HEREBY ORDERED that:

1. The Motion is **GRANTED**.
2. The Debtors are authorized to retain KCC on the terms and conditions of the Engagement Agreement attached to the Motion.
3. The terms of the Engagement Agreement are approved subject to the terms of this Order.
4. KCC is authorized to provide the services set forth in the Motion and Engagement Agreement and is appointed as agent for the office of the Clerk of this Court (the "**Clerk's Office**") and, as such, is designated as the authorized repository for all proofs of claims filed in these Chapter 11 Cases and is authorized and directed to maintain official claims registers for each of the Debtors and to provide the Clerk's Office with a certified duplicate thereof as the Clerk's Office may direct.

¹ Undefined capitalized terms have the meanings given them in the Motion.

5. KCC shall not be required to file applications for compensation with the Court. KCC shall submit monthly invoices to the Debtors, with copies to the Debtors' counsel, the United States Trustee and counsel for any official committees formed in this case. The Debtors are authorized to pay KCC's invoices if no objections to the invoices have been received within fifteen (15) days of service. The Debtors are authorized to pay KCC the retainer consistent with the terms of the Engagement Agreement.

6. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of KCC incurred pursuant to the Engagement Agreement (including any time spent by Claims Agent prior to the Petition Date in preparing for the filing of the case which may be included in its first monthly invoice) shall be an administrative expense of the Debtors' estates.

7. The Debtors and KCC are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

8. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order, including any disputes relating to KCC's invoices and compensation.

Exhibit 2

Affidavit of Albert Kass

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

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In re:)
)
) Chapter 11
RICHFIELD EQUITIES, L.L.C.,) Case No. 12-33788
) Honorable Daniel S. Opperman
 a Michigan limited liability company,)
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) Chapter 11
RICHFIELD LANDFILL, INC.,) Case No. 12-33789
) Honorable Daniel S. Opperman
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In re:)
) Chapter 11
RICHFIELD MANAGEMENT, L.L.C.,) Case No. 12-33790
) Honorable Daniel S. Opperman
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 Debtor.)
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In re:)
) Chapter 11
WASTE AWAY DISPOSAL, L.L.C.,) Case No. 12-33791
) Hon. Daniel S. Opperman
 a Michigan limited liability company,)
)
 Debtor.) *Joint Administration Requested*
----- x

**AFFIDAVIT OF ALBERT KASS IN SUPPORT OF APPLICATION OF THE
DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING AND APPROVING THE
RETENTION OF KURTZMAN CARSON CONSULTANTS LLC AS NOTICE,
CLAIMS AND BALLOTING AGENT FOR THE DEBTORS**

STATE OF CALIFORNIA)
)
)ss
COUNTY OF LOS ANGELES)

I, Albert Kass, being duly sworn, state the following under penalty of perjury:

1. I am the Vice President of Corporate Restructuring Services of Kurtzman Carson Consultants LLC (“KCC”), a data processing company specializing in the administration of large bankruptcy cases with offices located at 2335 Alaska Avenue, El Segundo, California 90245, and I make this affidavit on behalf of KCC (this “Affidavit”). I submit this Affidavit in support of the application of the above captioned debtors and debtors-in-possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) for entry of an order authorizing and approving the employment and retention of KCC as claims, noticing and balloting agent to the Debtors in these Chapter 11 Cases. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

2. KCC is one of the country’s leading chapter 11 claim management companies with expertise in noticing, claims processing, claims reconciliation, balloting and distribution. KCC is well qualified to provide the Debtors experienced services as claims, noticing and balloting agent in connection with these Chapter 11 Cases.

3. The compensation arrangement provided for in the Retention Agreement is consistent with and typical of arrangements entered into by KCC and other such firms with respect to rendering similar services for clients such as the Debtors.

4. The Debtors will pay KCC fees and expenses upon the submission of monthly invoices by KCC summarizing, in reasonable detail, the services for which compensation is sought.

5. KCC received a pre-petition retainer of \$6,000 which amount was applied to pre-petition fees and costs incurred by KCC prior to the Petition Date. Any additional unpaid fees incurred in connection with preparing to file these Chapter 11 Cases will be included in KCC's first monthly invoice to the Debtors. In addition, KCC anticipates receiving a \$25,000 retainer from the Debtors in connection with services to be rendered by KCC in the Chapter 11 Cases.

6. KCC has provided identical or substantially similar services, as contractor or subcontractor, in many other chapter 11 cases in this and a variety of other jurisdictions. *See, e.g., In re Capitol Bancorp Ltd.*, Case No. 12-58409 (Bankr. E.D. Mich. 2012); *In re Energy Conversion Devices, Inc.*, Case No. 12-43166 (Bankr. E.D. Mich. 2012); *In re Checker Motors Corp.*, Case No. 09-00358 (Bankr. W.D. Mich. 2009); *In re Contech U.S., LLC, et al.*, Case No. 09-42392 (Bankr. E.D. Mich. 2009); *In re North Oakland Medical Center (Pontiac General Hospital)*, Case No. 08-60731 (Bankr. E.D. Mich. 2008); *In re Sturgis Iron & Metal Co., Inc.*, Case No. 08-02966 (Bankr. W.D. Mich. 2008); *In re BHM Technologies Holdings, Inc., et al.*, Case No. 08-04413 (Bankr. W.D. Mich. 2008); *In re Greektown Holdings, LLC, et al.*, Case No. 08-53104 (Bankr. E.D. Mich. 2008); *In re Pine River Plastics, Inc.*, Case No. 07-42051 (Bankr. E.D. Mich. 2007); *In re Collins & Aikman Corp., et al.*, Case No. 05-55927 (Bankr. E.D. Mich. 2005); *In re Giordano's Enter., Inc., et al.*, Case No. 11-06098 (Bankr. N.D. Ill. 2011); *In re Gas City, Ltd., et al.*, Case No. 10-47879 (Bankr. N.D. Ill. 2010); *In re AMCORE Financial, Inc.*, Case No. 10-37144 (Bankr. N.D. Ill. 2010); *In re XMH Corp.1 (f/k/a Hartmarx Corp.)*, et al., Case No. 09-02046 (Bankr. N.D. Ill. 2009); *In re Trident Microsystems, Inc., et al.*, Case No. 12-10069 (Bankr. D. Del. 2012); *In re*

AES Eastern Energy, L.P., et al., Case No. 11-14138 (Bankr. D. Del. 2011); *In re William Lyon Homes, et al.*, Case No. 11-14019 (Bankr. D. Del. 2011); *In re PMI Group, Inc.*, Case No. 11-13730 (Bankr. D. Del. 2011); *In re Blitz U.S.A., Inc.*, Case No. 11-13603 (Bankr. D. Del. 2011); *In re Filene's Basement, LLC*, Case No. 11-13511 (Bankr. D. Del. 2011); *In re NewPage Corp., et al.*, Case No. 11-12804 (Bankr. D. Del. 2011); *In re DSI Holdings, Inc., et al.*, Case No. 11-11941 (Bankr. D. Del. 2011); *In re Nebraska Book Co., Inc., et al.*, Case No. 11-12005 (Bankr. D. Del. 2011); *In re Alexander Gallo Holdings, LLC, et al.*, Case No. 11-14220 (Bankr. S.D.N.Y. 2011); *In re Marco Polo Seatrade B.V., et al.*, Case No. 11-13634 (Bankr. S.D.N.Y. 2011); *In re MSR Resort Golf Course LLC, et al.*, Case No. 11-10372 (Bankr. S.D.N.Y. 2011); *In re Great Atl. & Pac. Tea Co.*, Case No. 10-24549 (Bankr. S.D.N.Y. 2010); *In re Vertis Holdings, Inc.*, Case No. 10-16170 (Bankr. S.D.N.Y. 2010).

7. To the best of my knowledge and belief, neither I nor KCC holds or represents any interest materially adverse to the Debtors' estates and KCC will not represent any other entity in connection with these Chapter 11 Cases.

8. Based on the information available to me, I believe that KCC is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code and holds no interest adverse to the Debtors and their estates for the matters for which KCC is to be employed.

9. I am not related or connected to and, to the best of my knowledge, no other consultant of KCC is related or connected to any United States Bankruptcy Judge for the Eastern District of Michigan or the United States Trustee or to any employee in the offices thereof.

10. To the best of my knowledge and belief, and except as described herein, neither I nor KCC nor any officer or director of KCC has any connection or relationship with the Debtors that would conflict with the scope of KCC's retention or would create any interest materially adverse to the Debtors' estates, any statutorily appointed committee or any other party in interest. KCC has and will continue to represent clients in matters unrelated to these Chapter 11 Cases and has had and will continue to have relationships in the ordinary course of its business with certain professionals in connection with matters unrelated to these cases.

11. Although the Debtors do not propose to retain KCC under § 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 Debtors' estates nor has a material connection to the Debtors, their creditors or their related parties with respect to any matter for which KCC will be employed. KCC may have relationships with certain of the Debtors' 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 or as a class action settlement administrator. To the best of my knowledge, such relationships are materially unrelated to these Chapter 11 Cases. In addition, KCC personnel may have relationships with some of the Debtors' 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 Debtors' cases in matters unrelated to these cases.

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 Debtors' estates or any class of creditors or equity security holders.

13. KCC represents, among other things, that:

- a. it will not consider itself employed by the United States government in connection with the Debtors' cases and shall not seek any compensation from the United States government in its capacity as notice, claims and solicitation agent;
- b. by accepting employment in this bankruptcy case, KCC waives any right to receive compensation from the United States government in its capacity as notice, claims and solicitation agent;
- c. in its capacity as claims, notice and solicitation agent, KCC will not be an agent of the United States and will not act on behalf of the United States; and

d. KCC will not employ any past or present employees of the Debtors in connection with its work as in its capacity as notice, claims and solicitation agent.

14. There is no agreement or understanding between KCC and any other person or entity for sharing compensation received or to be received for services rendered by KCC in connection with these Chapter 11 Cases.

15. 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.

Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 14, 2012

By: 
Albert Kass
Vice President of Corporate
Restructuring Services

State of New York
County of New York

Subscribed and sworn to before me on this 14 day of September, 2012, by Albert Kass, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.

Signature 
Commission #
My Comm. Expires

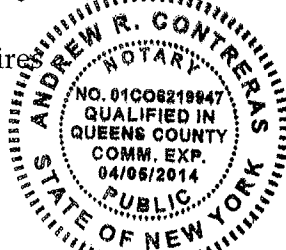


EXHIBIT 3



KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 30th day of August, 2012, between Richfield Equities, L.L.C. (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 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.

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

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 Agreement in its entirety (the "Section 156(c) Order"). The form and substance of the motion



KCC AGREEMENT FOR SERVICES

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 \$25,000 (the "Retainer") that may be held by KCC as security for the Company's payment obligations under the Agreement. The Retainer is due as soon as practicable following 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) gross 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 AND INDEMNIFICATION

A. The Company shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance under this Agreement. Such indemnification shall exclude Losses resulting from KCC's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by KCC under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. 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 gross 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.

C. 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.

D. 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.



KCC AGREEMENT FOR SERVICES

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.

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 electronic mail 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
E-Mail: dfoster@kccllc.com

Richfield Equities, L.L.C.
1606 E. Webster Road
Flint, MI 48505
Attn: Jeffrey M. Beard

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



KCC AGREEMENT FOR SERVICES

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.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. 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.

XVII. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in Los Angeles County, State of California.

XVIII. 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.

[SIGNATURE PAGE FOLLOWS]



KCC AGREEMENT FOR SERVICES

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

Kurtzman Carson Consultants LLC

A handwritten signature in black ink, appearing to read 'Albert H. Kass', written over a horizontal line.

BY: Albert H. Kass / Drake Foster DATE: 9/14/12
TITLE: ~~Vice President, Corporate Restructuring Services~~
General Counsel

Richfield Equities, L.L.C.

A handwritten signature in black ink, appearing to read 'Jeffrey M. Beard', written over a horizontal line.

9/14/12
DATE:

BY: Jeffrey M. Beard
TITLE: Chief Restructuring Officer



**KCC CORPORATE RESTRUCTURING
FEE STRUCTURE**

FEES

Consulting Services & Rates¹

<u>Position</u>	<u>Hourly Rate</u>	<u>15% Discounted Rate</u>
Clerical	\$40.00-\$60.00	\$34.00-\$51.00
Project Specialist	\$80.00-\$140.00	\$68.00-\$119.00
Technology/Programming Consultant	\$100.00-200.00	\$85.00-\$170.00
Consultant	\$125.00-200.00	\$106.25-\$170.00
Senior Consultant	\$225.00-\$275.00	\$191.25-\$233.75
Senior Managing Consultant	\$295.00	\$250.75
Weekend, holidays and overtime	Waived	Waived
Travel expenses and working meals	Waived	Waived

EXPENSES²

Noticing Services

Set-up	Waived
Printing and photocopies	\$0.10 per image ³
Labels	\$0.05 per image
Electronic noticing (e-mail)	\$50.00 per 1,000 ⁴
Electronic noticing (domestic facsimile)	\$0.10 per page
Claim Acknowledgement Card	\$0.10 per notice
Insert creditor information into customized documents	Waived
Document folding and inserting	Waived
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 Eastern District of Michigan, Northern Division.

³ Volume discounts will be applied to large mailings.

⁴ Expense waived for the first 5,000 emails.



Claims Administration & Management

Database and System Access (Unlimited users)	Waived
License fee and data storage	\$0.10 per creditor per month (all charges waived for first three months)
Case-specific public website hosting	Waived
Creditor import	Waived
Proof of Claim input	No per creditor charge

Document Management/Imaging

Electronic imaging (scanning & bar-coding)	\$0.12 per imaged page
Virtual data room	Quote prior to VDR set-up
CD-ROMs (Mass Document Storage)	Varies upon requirements

Call Center Support Services

Case-specific voice-mail box for creditors	Waived
Interactive Voice Response ("IVR")	Set up fee waived \$0.34 per minute
Monthly maintenance charge	Waived
Management of Call Center	Standard hourly rates

Solicitation, Balloting & Tabulation Services

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



Public Securities Services

- Notice Event - Informational mailings to security holders
- Voting Event - Mailing ballots to security holders and tabulating their votes on a plan of reorganization
- Corporate Action Event - Mailing election forms to security holders and tabulating the results, e.g., rights offering elections
- Voting and Corporate Action Event - Mailing ballots, which include both a vote and an election, to security holders and tabulating the results
- 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

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

